
DISCLOSURE MATERIALS FOR CHEROKEE PATH CONDOMINIUMS

LOCATION:

Cherokee Path Condominiums consists of 24 units in 3 buildings constructed in three phases (8 units in each building - each building is one phase) located at Lot 1, Certified Survey Map No. 4786 in the City Lake Mills, Jefferson County, Wisconsin 53551

DECLARANT:

The Declarant of Cherokee Path Condominiums is Forward Development, LLP Post Office Box 196 Lake Mills, Wisconsin 53551

LISTING AGENT:

The listing broker and seller's agent is Restaino Bunbury & Associates Attn: Ms. Kay Lokowich 7701 Mineral Point Road Madison, Wisconsin 53717 Tel. (608) 848-6598

NOTICE:

- 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, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND**

BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX TO DISCLOSURE MATERIALS FOR CHEROKEE PATH CONDOMINIUMS

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

Executive Summary

The Executive Summary highlights for a Buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins at Tab Number 1

Declaration

The Declaration establishes and describes the condominium, the units and the common areas. It also imposes restrictions and covenants that govern the use of the property. The Declaration begins at Tab Number 2

By-Laws & Rules

The By-Laws include Rules & Regulations which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws and Rules begin at Tab Number 3

Articles of Incorporation

The operation of the condominium is governed by the association, of which each unit owner is a member. The powers, duties, and operation of the association are specified in its Articles of Incorporation. The Articles of Incorporation (and the minutes of its Organizational Meeting) begin at Tab Number 4

Management or Employment Contracts

Certain services may be provided to the condominium through contracts with individuals or private firms. These contracts, if any, begin at Tab Number 5

Annual Operating 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 and utility payments.
The Operating Budget begins at Tab Number 6

Leases

Units in this condominium may be sold subject to one or more Leases of property or facilities which are not a part of the condominium. These Leases, if any, begin at Tab Number 7

Expansion Plans

The Declarant has reserved the right to expand the condominium in the future. A description of the plans for its expansion and its effect on unit owners begins at Tab Number 8

Condominium Plat & Floor Plans

The Seller has provided a Floor Plan of the units being offered for sale and a map of the condominium (Condominium Plat) which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The Condominium Plat and Floor Plans begin at Tab Number 9

EXECUTIVE SUMMARY CHEROKEE PATH CONDOMINIUMS

Expansion Plans. Declarant intends to construct a total of 3 buildings containing a total of 24 units in all buildings over the next ten (10) years. Declarant does not guarantee that the condominium will ultimately be expanded to include all of such buildings and units. During the expansion period, Declarant expects that the condominium will be managed by Declarant.

Governance. The condominium association is Cherokee Path Condominiums Association, Inc., and its mailing address is Post Office Box 196, Lake Mills, WI 53551.

The association has not elected to engage a third-party manager of the condominium at this time. Until turnover of the Declarant's right of control of the association to the unit owners, the Declarant will self manage the condominium. The Declarant's contact information is: Forward Development, LLP, Post Office Box 196, Lake Mills, WI 53551. Its telephone number is (920) 648-2036. The person who may be contacted at the Declarant's office regarding the condominium is John Finn.

Special Amenities. There are no special amenities available to owners of the condominium units such as a health club, golf course or swimming pool.

Maintenance & Repair of Units. Each unit owner is responsible for maintaining, repairing, and replacing all improvements constructed within the unit such as interior walls, floor coverings, drywall, and plumbing, electrical, heating, and air conditioning systems.

Maintenance, Repair & Replacement of Common Elements. The condominium association is responsible for the maintenance, repair, and replacement of the common elements and limited common elements. Routine repairs and replacements will be funded from unit owner assessments. Extraordinary repairs and replacements will be funded from reserve funds to the extent they are available; otherwise, they will be funded from unit owner assessments.

Rental of Units. Units may be rented subject to condominium association approval.

Unit Alterations. Unit owners may alter their units so long as they do not impair the structural soundness or integrity of the building, or change the exterior appearance of a unit or building. Unit owners do not have the right to enclose any of the limited common elements.

Parking. Each unit includes an attached two car garage, as shown on the condominium plat. There is additional surface lot parking for two vehicles per unit.

Pets. There can be five pets per unit, up to four cats or two dogs. No pit bulls are allowed.

Reserves. The condominium association has elected, at the present time, not to maintain a statutory reserve account under Section 703.163 of the Wisconsin Statutes for repairs and replacements beyond routine maintenance.

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DECLARATION CREATING
CHEROKEE PATH CONDOMINIUMS

See the attached Declaration creating CHEROKEE PATH CONDOMINIUMS, and affecting the following described real estate:

Lot One (1), Certified Survey Map 4786, recorded in Vol. 25 of Certified Surveys of Jefferson County at pages 9 and 10 as Document No. 1177252, in the City of Lake Mills, Jefferson County, State of Wisconsin.

Atty. Nicholas J. Loniello
900 John Nolen Drive - Suite 130
Madison, WI 53713

Name and Return Address

PHONE
FAX

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1-608-251-7099
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PARCEL NUMBER

- LEIGH MEYER
PATIA LEAGLE

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9/26/08 - SHANNON -

**DECLARATION
UNDER CHAPTER 703 OF THE WISCONSIN STATUTES
CREATING CHEROKEE PATH CONDOMINIUMS**

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**DECLARATION
UNDER CHAPTER 703 OF THE WISCONSIN STATUTES
CREATING CHEROKEE PATH CONDOMINIUMS**

This is a Declaration by Forward Development, LLP, a Wisconsin Limited Liability Partnership creating the Cherokee Path Condominiums under Chapter 703 of the Wisconsin Statutes.

The Owner declares:

1. NAME AND ADDRESS

A. *Name.* The name of the condominium is "Cherokee Path Condominiums."

B. *Address.* The addresses of the initial eight condominium Units are on a public street known as Cherokee Path in the City of Lake Mills, Wisconsin. The individual addresses of each of the initial Condominium Units are as follows:



Unit 1	701 Cherokee Path
Unit 2	703 Cherokee Path
Unit 3	705 Cherokee Path
Unit 4	707 Cherokee Path
Unit 5	709 Cherokee Path
Unit 6	711 Cherokee Path
Unit 7	713 Cherokee Path
Unit 8	715 Cherokee Path

2. SUBMISSION TO CONDOMINIUM ACT

A. *First Phase.* The real estate subject to this Declaration and the Wisconsin Condominium Ownership Act is more particularly described as "Parcel A" in the Schedule of Real Estate Descriptions annexed hereto. The Declarant's

intention is to subject the real estate described as "Parcel A" to all the following: (1) the covenants, restrictions and provisions of this Declaration; (2) the Articles of Incorporation and Bylaws of the Association; (3) the "Book of Rules and Regulations," if any, adopted pursuant to the Bylaws of the Condominium Association; and (4) the provisions of the Wisconsin Condominium Ownership Act.

B. *Expansion Right.* The Declarant hereby creates and reserves the right to expand the condominium to include the real estate described as "Parcel B" and/or "Parcel C" in the annexed Schedule of Real Estate Descriptions. The Declarant's right to expand the condominium is more particularly described in Section 13 of this Declaration.

3. COMMON ELEMENTS

A. *Identification of Common Elements.* The Common Elements of the condominium consist of all the real estate, landscaping and improvements which are identified as neither Units nor Limited Common Elements in this Declaration or in the Condominium Plat. The Common Elements of the condominium include, without limitation by reason of enumeration, the following:

- (1) All open space and driveways designed for use of more than one Unit;
- (2) The land upon which the Unit buildings are constructed;
- (3) The foundations, exterior perimeter walls and roof of all Unit structures;
- (4) All facilities providing services for more than one Unit, such as main lines for electric, water, gas and the like;
- (5) All mechanical systems, ducts and distribution systems and other apparatus existing for use in common by more than one Unit Owner;
- (6) The exterior lighting system for the illumination of the Common Elements and grounds together with the underground water sprinkler system for the watering of Common Element landscaping; and

(7) Such community, recreational or commercial facilities as may be provided by the Association for use in common by all the Unit Owners.

B. *Ownership of Common Elements.* Each Unit Owner shall own an equal and undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the condominium. The equal and undivided interest in the Common Elements held by each Unit Owner shall be appurtenant and run with each Unit. No interest in the Common Elements shall be subject to conveyance or alienation except in conjunction with the simultaneous conveyance or other alienation of a Unit Owner's interest in a Unit.

C. *Percentage Interest in Common Elements.* Each Unit Owner's percentage interest in the whole of the Common Elements is determined by dividing the number one (1) by the total number of Units in the condominium. In the First Phase of the condominium, the total number of Units is eight. Initially, each Unit Owner has an undivided 12.5% interest in the Common Elements. If the condominium is expanded under Section 13 of this Declaration, then the percentage interest in the Common Elements shall be decreased by dividing the number one (1) by the increased number of total Units in the expanded condominium.

D. *Use of Common Elements.* The Common Elements are intended to be used primarily as residential open space, ingress and egress, landscaping, and for the support of the condominium structures and improvements. The use, occupancy, maintenance and improvement of the Common Elements is and shall remain under the exclusive direction and control of the Association. Nothing shall be altered, constructed upon or removed from any of the Common Elements except with the prior written consent of the Board of Directors of the Association.

E. *No Partition of Common Elements.* There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms; 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 as between such co-owners.

F. *Maintenance of Common Elements.* The Association shall be exclusively responsible to pay for and provide at its expense all the care, maintenance and improvement with respect to all of the Common Elements.

4. LIMITED COMMON ELEMENTS

A. *Identification of Limited Common Elements.* The Limited Common Elements consist of the concrete walks, stoops and driveways along with the unattached wooden decks immediately adjacent and appurtenant to each Unit to which there is access by a door from the Unit.

B. *Use of Limited Common Elements.* The use and control of the Limited Common Elements is reserved exclusively to the Owner or Owners of the Unit or Units to which the Limited Common Element is appurtenant. No person shall use, occupy, alter or obstruct any Limited Common Element without the consent of the Unit Owner or Owners to which the Limited Common Element is appurtenant.

C. *Maintenance of Limited Common Elements.* Each Unit Owner shall be exclusively responsible to pay for and provide all reasonably necessary care, repair, maintenance or improvement to the unattached wooden deck described in Section 4(A). The Association shall be responsible to pay for and provide all the care, repair, maintenance and improvement with respect to all the rest and remainder of the Limited Common Elements. This means the Association shall be responsible to pay for and provide, among other things, snow plowing, snow shoveling, landscaping, maintenance and repair with respect to all the driveways leading to and from the garage of each Unit and all the courtyards or entranceways leading from the driveways to the main entrance of each Unit. Each Unit Owner grants to the Association an easement for access to perform its maintenance and repair obligations with respect to the Limited Common Elements.

D. *Deck To Porch Conversion.* Unit Owners shall not have the right and option to convert the Limited Common Element designated as an exterior deck to be an enclosed porch or breezeway, with roof, windows, screens or doors.

E. *Association Rules.* The Association shall have the power to enact reasonable rules and regulations governing Unit Owner responsibilities and duties with respect to all Limited Common Element. In addition to safety matters, such rules and regulations may govern the neat, orderly and attractive appearance of Limited Common Element.

F. *No Enclosure Permitted.* No enclosure of any Limited Common Element by any Unit Owner is permitted.

5. CONDOMINIUM UNITS

A. *Identification of Units.* The Units of the condominium are identified and described in the Condominium Plat. Each Unit consists of a cubicle of space, the exterior boundaries of which are described as follows: (1) the upper boundary is the horizontal plane of the undecorated and unfinished ceiling of the Unit; (2) the lower boundary is the horizontal plane of the undecorated and unfinished lower floor level of each Unit; (3) the side boundaries shall be the vertical plane of the undecorated and unfinished perimeter walls of each Unit; and (4) the basement boundaries shall be the horizontal and vertical planes of the undecorated and unfurnished ceiling, floor and perimeter walls of the basement beneath each Unit. The foregoing boundaries extend to the intersection with each other. It is intended that the interior finished surface of the Unit boundaries (including the drywall and any attached tile, paper, panel, paint, or other finish, and including the finish surface of floors and ceilings) is included as part of each Unit. The actual location of any Unit as constructed shall control over the coordinate data in the Condominium Plat describing the planned or intended location of each Unit.

B. *Appliances & Other Fixtures.* Any and all appliances and other fixtures interior to or contained within any Unit is part of the Unit. Such items may include, by way of example, the following: refrigerator, dishwasher, disposal, laundry equipment, water softener, furnace, range, compactor, floor covering and interior, non-supporting partition walls.

C. *Other Items Made Part of Unit.* The following other items serving any particular Unit is part of the Unit even if all or a part thereof may be outside the defined cubicle of space under Section 5(A):

- (1) All doors and windows serving the Unit, together with their interior casements, and all of their opening, closing and locking mechanisms and hardware;
- (2) All wall and ceiling mounted electrical fixtures serving the Unit and recessed junction boxes serving them;

(3) All floor, wall, baseboard or ceiling electrical outlets serving the Unit and the switches and the junction boxes serving them;

(4) All plumbing fixtures and piping, valves and other connecting and controlling materials and devices (serving only the Unit to be defined and not several Units or the condominium in general) lying between the fixtures and the main water or sewerage lines;

(5) Any cable television outlet, from the Unit space to the junction box serving it;

(6) The individual furnace serving the Unit together with ducting, radiator, piping, or other devices providing heat to the Unit, and all of the controls for the heating system for the Unit;

(7) Any air conditioning and ducting providing air conditioning to the Unit, and all the controls for the air conditioning system for the Unit;

(8) The pipes bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary line of the Unit; and

(9) The fireplace and the fireplace flues, chimney and related fixtures or controls for the fireplace.

D. *Party Walls.* The vertical walls dividing Units shall constitute a party wall for all purposes. To the extent not consistent with the provision of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of any party wall shall be shared by the Units who make use of the party wall in proportion to such use. The right of any Unit Owner to contribution from any other Unit Owner sharing a party wall shall be appurtenant to each Unit, and shall pass to each Unit Owner's successor in title.

E. *Relocation, Separation & Division of Units.* No Unit shall be separated or divided into two or more Units. The common boundary lines of adjoining units may be relocated by an agreement between the Unit Owners involved and two or more Units may be merged or combined together into a single Unit; provided, however, that the plans and specifications for the relocation or

merger of Units is first approved by a two-thirds vote of the Board of Directors and provided further that the requirements of Wis. Stat. §703.13 are fully satisfied.

F. *Alterations Within Units.* A Unit Owner may make any improvements or alterations within his or her Unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. A Unit Owner may not change the exterior appearance of a Unit or any other portion of the condominium without permission of the Board of Directors of the Association.

6. PROTECTIVE COVENANTS & RESTRICTIONS

A. *Statement of Purpose.* The Declarant intends that the Condominium shall be an Owner occupied, harmonious, quiet, aesthetically pleasing and attractive private residential development. The protective covenants and restrictions in this Section 6 are designed to accomplish this purpose.

B. *Owner Occupancy; Limitations On Lease.* Each Unit may be used only by the Owner of the Unit for "single family residential purposes" as defined in Section 6(C). Occupancy of any Unit exclusively by non-Owner tenants is prohibited, except leases to tenants for a term not exceeding one (1) year are permitted during either the pendency of sale of the Unit or during a Unit Owner's extended absence. Any tenancy exceeding one year, or the renewal or extension of any tenancy beyond one year, is prohibited unless approved by a two-thirds (2/3) vote of the Board of Directors of the Association.

C. *Single Family Residential Purposes.* For the purposes of Section 6(B), the phrase "single family residential purposes" means the Unit is customarily occupied by no more than one family. For the purposes of the preceding sentence, a "family" is defined to include: (a) persons related by birth, marriage or legal adoption; or (b) a person and his or her foster children; or (c) not more than two unrelated adults with or without their minor children, plus no more than one unrelated person. The phrase "single family residential purposes" permits occupancy by a personal attendant who provides personal care, housekeeping, meal preparation, laundry, companionship or other assisted living services for family members who, by reason of age or physical or mental infirmity, are in genuine

need of such assistance. Guests are permitted for up to 30 days, but the Association may by rule enlarge or decrease the limitations on guests.

D. *No Trade or Business.* No regularly conducted trade or business activity shall be conducted within any Unit. Nothing in this Section shall prohibit the Declarant from displaying an unsold Unit as a "model" and sales office for marketing purposes. Part-time home occupations or hobbies may be conducted within any Unit; provided, however, that such home occupation or hobby is in full compliance with zoning requirements and provided further that such activities do not generate an offensive level of traffic in goods or people, or an offensive or obnoxious level of noise, odors or vibrations.

E. *Vehicles & Storage.* All service vehicles, boats, trailers, campers and recreational vehicles shall be parked only within a Unit Owner's garage. Temporary parking or storage of such vehicles or trailers for loading or unloading purposes is permitted for a term not to exceed forty-eight (48) hours.

F. *Dangerous Materials.* No Unit Owner shall cause or permit the installation of any illumination device using the combustion or burning of materials for the production of light. No Unit Owner shall cause or permit to be brought into any Unit or Limited Common Element any flammable oils or fluids such as gasoline, kerosene, naphtha, or benzene, or explosives or articles which are hazardous to life, health or property.

G. *Laundry.* The handling or drying of any laundry outside of any Unit space is prohibited.

H. *Garage Doors.* All garage doors shall be kept closed at all times, except when necessary to be opened to allow for ingress or egress.

I. *Parking.* No vehicle shall be parked in such a manner to impede or prevent ready access to another Unit Owner's driveway or parking space.

J. *Trash Containers.* No containers of trash or refuse shall be stored outside of any Unit. None of the Common Elements may be used by any Owner for the storage of any personal property, except usual and typical patio furniture and amenities may be kept on patios and decks. All containers of trash or refuse and all items of personal property shall be stored only within the confines of an

individual Unit or in common areas designated for such purpose by the Association.

K. *Animals & Pets.* No pets or animals of any kind or nature shall be permitted in any Unit, or upon the Common Elements or Limited Common Elements, except: (1) not more than five pets are permitted; (2) not more than two dogs per Unit is permitted; and (3) not more than four cats are permitted. No pit bull shall be permitted. The Board of Directors of the Association may establish by rule a more restrictive or more liberal regulation for pets and animals. When adopting rules for the regulation of pets and animals, the Board of Directors may consider, among other things, the following criteria: pet size and weight, waste disposal, noise and behavior and pet exercise needs. The Owner of every Unit having a pet or animal shall be strictly liable and responsible for any and all damages to the person or property of any other Unit Owner and his/her co-occupants or guests caused by such pet or animal.

L. *Unlicensed or Disabled Vehicles.* No unlicensed, disabled or inoperable motor vehicle shall be parked or stored outside of any garage for a period exceeding forty-eight (48) hours. None of the Common Elements or Limited Common Elements shall be used as a space or area for the repair of any vehicle, trailer, camper or other property.

M. *Curfew for Noise & Disturbance.* No Unit Owner shall cause or permit any noise, music or disturbance offensive to any other Unit Owner after 10:00 p.m. Sunday through Thursday of each week, and after 12:00 midnight on Friday and Saturday of each week. The purpose of this curfew for noise and disturbance is to protect the sensitivities of Unit Owners. At all other times not governed by this curfew for noise and disturbance, no Unit Owner shall cause or permit any other noise, music or disturbance which can be reasonably expected to be a nuisance or generally offensive to the other Unit Owners.

N. *Poles & Antennae.* No poles for flags or other purposes, and no exterior antennae or satellite dishes, or other exterior attachments or devices, shall be connected or constructed anywhere, without the written consent and approval of a two-thirds (2/3) vote of the Board of Directors of the Association.

O. *Architectural Control.* No Unit Owner shall alter the exterior appearance of any Unit or any other structure, without the written permission of

a majority vote of the Board of Directors of the Association. The phrase "alteration of exterior appearance" includes but is not limited to any exterior addition, enclosure, color changes, fences, plantings, landscaping, hedges, or the like. If the Board of Directors shall fail to approve any application to alter the exterior appearance or other matter submitted to it for approval within sixty (60) days of submission, then the matter submitted for approval shall be deemed denied.

P. *Additional Restrictions.* The Board of Directors of the Association may, by a majority vote, enact additional rules and regulations reasonably calculated to accomplish the purposes set forth in Section 6 (A). All such rules and regulations shall be in writing and shall be maintained in a "Book of Rules and Regulations" maintained by the Association. The "Book of Rules and Regulations" shall be open for inspection by any Unit Owner or his designee at any time. All Unit Owners shall be given prompt written notice of the adoption, revision or repeal of any rule or regulation adopted by the Board of Directors of the Association.

Q. *Enforcement.* No Unit Owner shall cause or permit the violation of any of the protective covenants in this Section 6, nor cause or permit the violation of any other provision of this Declaration or of any Bylaw, or of any rule or regulation adopted from time to time by the Board of Directors of the Association (collectively, the "Condominium Instruments"). The Condominium Instruments may be enforced in the name of the Association. If the Association brings suit to recover damages or injunctive relief for such a violation, the Association shall not commence any action to recover damages or to obtain injunctive relief unless the Association first gives the offending Unit Owner written notice describing the failure, and such failure remains uncured fifteen (15) days after the mailing of the notice. However, no prior written notice shall be required where there exists an emergency condition which threatens imminent harm to persons or property, and the Association takes immediate action to remedy the same. If the Association is the prevailing party in such suit, then the Association shall be entitled to recover from the Owner of the offending Unit all of its actual and reasonable costs and attorney fees. If such damages or costs are not fully paid within thirty (30) days of the entry of judgment, then the same shall constitute an unpaid Special Assessment and a lien against the Unit involved. In addition to all other remedies available to the Association, the Association shall have the further right to collect from any Unit Owner in violation of the Condominium Instruments beyond any

applicable cure period a fine or penalty for each day of such violation in such amount as is from time to time set forth in the Bylaws.

7. REPAIR, MAINTENANCE & REPLACEMENT

A. *Common Elements.* The Association shall be exclusively responsible to pay for and provide all reasonably necessary repairs, replacements, maintenance and improvement to all of the Common Elements. This specifically includes the repair, maintenance and replacement of the exterior walls and roof of all Units and the surfaces of the driveways and courtyards or entranceways identified as Limited Common Elements.

B. *Limited Common Elements.* The responsibility for repairs, replacements, maintenance and improvement of the Limited Common Elements shall be as provided in Sections 4(C), 4(D) and 4(E) of this Declaration.

C. *Unit Owner Responsibilities.* Each Unit Owner is exclusively responsible for the decoration, furnishing, housekeeping, repair and maintenance of his/her Unit as defined in Section 5 of this Declaration. Each Unit Owner is also responsible for the general cleanliness and presentability of the Limited Common Elements appurtenant to his/her Unit, including the driveways and the courtyards or entranceways with respect to which the Association has the general duty of repair, replacement and maintenance.

D. *Remedy for Disrepair of Units.* If any Unit or a portion thereof falls into such disrepair as to constitute or create a dangerous, unsafe, unsightly or unattractive condition, or if such disrepair shall constitute a common nuisance to other Unit Owners, or if such condition results in any damage to the Common Elements, then upon a minimum fifteen (15) day prior written notice to the Unit Owner, the Association shall have the right to correct such condition and the further right to repair or restore the Unit as the Association deems reasonably necessary, and the further right to enter the Unit for such purpose. The Unit Owner involved shall promptly pay and reimburse the Association the whole cost thereof. All amounts due for such work shall be paid in full within ten (10) days after receipt of a written demand therefor. In the alternative, the whole cost thereof may, at the option of the Association, be levied against the Unit as a Special Assessment.

E. *Utility Service.* Each Unit Owner is responsible to pay for and provide his/her own water, gas, telephone, sewer and other utility service.

8. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. *Incorporated Association.* The Declarant has caused the incorporation of Cherokee Path Condominiums Association, Inc. to be and act as the Association of Unit Owners to govern the business and affairs of the condominium. This corporation is herein referred to as the "Association." The Association is organized as a nonstock, nonprofit membership corporation under Chapter 180 of the Wisconsin Statutes.

B. *Membership.* Every Unit Owner shall be entitled and required to be a member of the Association. Each member of the Association shall have one (1) vote. If title to a Unit is held by more than one person, each of such persons shall be members of the Association and the one (1) vote attributable to the Unit shall be divided equally between the two or more Owners of the Unit. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by him/her. Each such membership shall be appurtenant to the Unit, and shall be transferred automatically by any conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a member of the Association. 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 lien on a Unit.

C. *Declarant Control.* The Declarant shall have and does hereby reserve the right and power to exercise all the powers and responsibilities otherwise assigned by this Declaration or by the Wisconsin Condominium Act to the Association or to its officers. The Declarant or any person designated by Declarant shall have the right and power to appoint and remove the officers and directors of the Association.

D. *Expiration of Declarant Control.* The reservation of Declarant control in Section 8(C) shall expire upon the first to happen of the following events: (1) the expiration of ten (10) years after the conveyance of the first Unit by the Declarant to any person other than the Declarant; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers.

E. *Turnover.* Prior to the conveyance of twenty-five percent (25%) of the interest in the Common Elements to purchasers, the Association shall hold a meeting of the Unit Owners. The Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors of the Association. Prior to the conveyance of fifty percent (50%) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least one-third (33.33%) of the directors of the Association. For the purpose of calculating the percentage of the interest in the Common Elements conveyed to purchasers under this Section, it shall be assumed that the Declarant has or will exercise the Declarant's expansion rights under Section 13 of this Declaration and create an expanded condominium consisting of a total 24 Units, each with an undivided 4.167% interest in the Common Elements.

F. *Registered Agent.* The registered agent for the condominium shall be the one and the same person as the registered agent for the incorporated Association. The initial registered agent is John Finn, and his registered address is 415 North CP Avenue, Lake Mills, WI 53551.

G. *Damage or Destruction.* If less than one-half (1/2) of all the completed Units are destroyed or damaged for any reason, then the property shall be repaired, restored or rebuilt according to the original plans and specifications unless the Board of Directors of the Association permits a variation under its architectural control authority in Section 6(O) of this Declaration. If more than fifty percent (50%) of all the Units are destroyed by any common disaster, then the affirmative vote, consent and approval of more than fifty percent (50%) of all the Unit Owners entitled to vote shall be required to determine whether to rebuild, repair, restore or sell all or any part of the property subject to this Declaration.

9. RIGHTS & OBLIGATIONS OF THE ASSOCIATION

A. *The Common Elements.* The Association, subject to the rights of the Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements 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.

B. *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 Elements, whether such personnel are employed directly by the Association, or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

C. *Personal Property.* The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Unit Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. The transfer of a Unit shall transfer to the transferee full ownership of all the transferor's beneficial interest in such property without any reference thereto.

D. *Rules and Regulations.* The Association may make reasonable rules and regulations governing the use of the Units, Common Elements and Limited Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

E. *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 reasonably necessary to exercise any such right or privilege.

F. *Appointment of Manager.* The Association may, by its Board of Directors, hire and engage a Manager or Managing Agent to manage and assist in the conduct of the Association's business and affairs. The Board of Directors shall have full authority to set the rate of compensation due any Manager and the further authority to establish the duties and services of any Manager appointed by the Board of Directors.

10. COVENANT FOR ASSESSMENTS

A. *Agreement to Pay Assessment.* The Declarant and each Owner of any Unit by his/her acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association the assessments provided for in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Section.

B. *Purpose of Assessments.* The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, to pay for the improvement and maintenance of the Common Elements or Limited Common Elements and such emergency repairs as the Association may deem necessary, and to pay for the obligations and expenses of the Association under this Declaration.

C. *Annual Budget.* The Board of Directors shall annually adopt an annual budget. The annual budget shall be on the basis of a calendar year or other fiscal year determined by the Board of Directors. In the alternative, the Board of Directors may submit a proposed annual budget to the Unit Owners for adoption and approval at an annual or special meeting of the Unit Owners. A true copy of any approved and adopted budget shall be promptly distributed to all Unit Owners. The annual budget shall set forth in detail all of the following: (1) all anticipated common expenses, and any amounts to be allocated to a statutory reserve or other future expenditure; (2) the amount and purpose of any other anticipated expenditures; (3) the amount and any statutory reserve account or other funds held for future expenditures; (4) any common surpluses; (5) the amount and source of any income other than from Unit Owner assessments; and (6) the aggregate amount of any assessment to be levied against the Unit Owners and the purpose of the assessment.

D. *Statutory Reserve Account.* The Association shall not maintain a Statutory Reserve Account (“SRA”) at this time. However, during the period of Declarant’s control of the Association, Declarant reserves the right to amend this Declaration to require an SRA. Any assessments to fund an SRA shall not be levied against any Unit until a certificate of occupancy has been issued for that unit. At the first annual meeting after the expiration of the Declarant’s right of control, the Association shall hold a meeting of the Unit Owners and decide whether to

establish an SRA upon the written consent of a majority of all the Unit votes. If an SRA is established, the Association shall cause to be recorded in the office of the Register of Deeds a Statutory Reserve Account Statement. If an SRA is established, the Board of Directors of the Association shall determine, or submit to the Unit Owners for approval and adoption a proposed determination, of assessments to fund the SRA after considering all of the following: (1) the reserve funds currently in the SRA; (2) the estimated cost of repairing or replacing Common Element, other than routine maintenance; (3) the estimated remaining useful life of Common Element; (4) the approximate proportion of the estimated cost of repairing or replacing Common Element that will be covered by the SRA and the approximate proportion that will be funded by other means, such as Special Assessments; and (5) any other factor which the Association considers relevant. Funds in an SRA may be used only for the repair and replacement of Common Element, other than routine maintenance. However, funds in an SRA may be used for normal repair or maintenance, customary services or other operational costs in excess of amounts budgeted and any contingency funds available for these purposes with the written consent of at least two-thirds of the Unit votes. Any funds withdrawn from the SRA for such operational or maintenance expenses must be replaced by future assessments within three years from the date of withdrawal.

E. *Other Contingency or Reserves.* Even if the Association does not maintain an SRA, the Association may nonetheless budget and establish reserve or other contingency accounts not governed by either the provisions of Chapter 703 or the provisions of this Declaration which would otherwise govern an SRA. Such contingency or reserve accounts which are not expressly subject to the SRA provisions of Chapter 703 or this Declaration are subject to the exclusive control of the Association, in its sole judgment and discretion.

F. *Annual Assessment.* The Board of Directors of the Association shall fix the annual assessment upon the basis provided above. The annual assessment shall be sufficient to meet the obligations imposed by this Declaration, by the Articles of Incorporation or Bylaws of the Association and by Chapter 703 of the Wisconsin Statutes.

G. *Rate of Assessment.* Each Unit Owner is liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses, referred to as Common Expenses, shall be allocated among the Units in the same percentages as the undivided interests of the Units in the Common Elements under

Section 3(C) of this Declaration. The Association shall levy monthly or other periodic assessments against all of the Units to fund the Common Expenses.

H. *Notice of Assessment.* The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

I. *Special Assessments.* In addition to assessments to fund the annual budget, the Association may from time to time, whenever necessary or appropriate, levy Special Assessments against all of the Units in the proportions set forth in Section 3(C) of this Declaration for any improvement, maintenance, repair or benefit of the condominium not anticipated by the annual budget. In addition, the Association may levy a Special Assessment against any individual Unit with respect to any cost, fine or imposition for which the Unit Owner of the affected Unit has liability under this Declaration, the Bylaws or Chapter 703 of the Wisconsin Statutes.

J. *Lien for Unpaid Assessments.* Assessments of Common Expenses, together with such interest and penalties as the Association may impose for delinquencies and the costs of collection and actual attorney's fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority and enforcement of the lien shall be as provided by law.

K. *Commencement of Assessments.* The annual assessments provided for herein shall commence as follows: As to each Unit for which the Declarant's obligation to construct has been completed, on the first day of the month following conveyance of the Unit to an Owner who is not the Declarant. However, the total amount assessed and levied against units which are not exempt from assessment may not exceed the amount that equals the nonexempt units' budgeted share of common expenses as set forth in the annual budget. Stated alternatively, the assessments payable by any Unit Owner other than the Declarant shall not exceed the amount that Unit Owner would be charged if the Declarant's Units were subject to full assessment based on the annual budget then in effect. During the period of Declarant's control, but not thereafter, Declarant shall pay the deficit if the total

assessments payable by Unit Owners other than the Declarant do not cover the total Common Expenses.

L. *Remedy for Nonpayment.* Any assessment not paid when due shall immediately become a personal debt of the Unit Owner and also a lien, as provided in Chapter 703 of the Wisconsin Statutes, until paid and shall bear interest from the due date at a percentage rate no greater than the current annual interest rate established from time to time in the Bylaws of the Association. The Association may bring an action at law against the Owner personally obligated to pay the same. In the alternative, the Association may foreclose the said lien against the Unit in like manner as a mortgage of real estate; provided, however, that such action to foreclose the lien is commenced within three (3) years of the date of recording of a Statement of Condominium Lien. Any officer of the Association or any attorney engaged by the Association for such purpose is authorized to make and record a Statement of Condominium Lien as to any delinquent assessments, and may give releases or satisfactions of the same in exchange for full payment. The Declarant and the Association may bid for the property at the foreclosure sale, and acquire, hold, lease, mortgage and convey the same. If the Association has provided for collection of annual or special assessments in installments, upon default in the payment of any one or more installment, the Association may accelerate payment and declare the entire balance of said assessments due and payable in full. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses thereunder shall be maintainable without foreclosing or waiving the lien securing the same.

M. *Unbuilt Units.* The Declarant shall have no obligation under this Declaration to pay any assessments to the Association with respect to any unbuilt, partially constructed or incomplete Units titled in the name of the Declarant.

N. *Limitation On Mortgagee Liability.* Any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the Unit's unpaid regularly budgeted dues or charges accrued before the acquisition of the title to the Unit by the mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the Seller/Servicer will be liable for any fees or costs related to the collection of the unpaid dues.

11. INSURANCE REQUIREMENTS

A. *Casualty Insurance.* The Association shall be obligated to obtain and maintain a master policy of casualty insurance covering all the Units, Common Elements and Limited Common Elements. The casualty insurance shall insure the property against the risks of fire, vandalism, mischief and other insurable perils on a repair and replacement cost basis, in an amount not less than the full replacement cost of the insured property. The deductible amounts, if any, shall be in such amounts as the Board of Directors of the Association may from time to time determine. The Association, all Unit Owners and all mortgagees of Units shall be named as insureds as their interests may appear. For the purposes of this Section, the term "mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or a land contract vendor.

B. *Unit Owner Insurance.* Each Unit Owner shall carry personal property contents and premises or public liability insurance on his/her Unit in accordance with such requirements as the Board of Directors of the Association may from time to time establish by rule or regulation. In addition, each Unit Owner shall be entitled to procure and maintain additional insurance against his/her interest in the Units, Common Elements or Limited Common Elements above and beyond the coverages established by the Association master policy.

C. *Association Liability Insurance.* The Association shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Board of Directors of the Association shall deem appropriate; provided, however, that the minimum limits for bodily injury and property damages shall be \$1.0 million. The liability policy shall include standard coverage for the errors and omissions of the Association's directors and officers. Such policies shall also contain "severability of interest" investment which shall preclude the insurer from denying the claim of a Unit Owner because of the negligence on the part of either the Association or any other Unit Owner.

D. *Premiums.* All premiums associated with the insurance purchased by the Association shall be a common expense to be paid by assessments levied by the Association. Assessments attributable to insurance premiums shall be held by the Association in a separate escrow account and used only for the payment of insurance premiums when due.

E. *Association as Trustee.* The Association shall act as the Trustee for all the Unit Owners and their respective mortgagees for the purpose of obtaining insurance coverage and for the receipt, application and disbursement of the proceeds of any loss. All insurance coverages shall be obtained from insurers that are generally acceptable and meet guidelines established by the Federal National Mortgage Association or the Federal Home Land Mortgage Corporation.

12. EASEMENTS FOR UTILITIES & ACCESS

A. *Utility Easements.* Each Unit Owner's interest in the Common Elements or the Limited Common Elements is subject to such easements as have heretofore been granted or which may hereafter be granted by the Declarant or the Association for any utility service such as water, sewer, electricity, natural gas, telephone or cable television.

B. *Easement For Water & Sewer.* The Declarant and all the Unit Owners hereby grant to the utility companies or governmental agencies providing water or sewer service an easement on, over and under all the Common Element and Limited Common Element for the installation, repair and maintenance of water and sewer main lines and lateral service lines for all the Units of the condominium. This easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

C. *Easement for Gas Service.* The Declarant and all the Unit Owners hereby grant to the utility company providing natural gas service an easement on, over and under all the Common Element and Limited Common Element for the installation, repair and maintenance of natural gas main lines and lateral service lines for all the Units of the condominium. This easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

D. *Easement for Electric, Telephone & Cable.* Declarant and all the Unit Owners grant to the providers of electric, telephone and cable service an easement on, over and under all of the Common Element and Limited Common Element for the installation, repair and maintenance of electrical, telephone and cable T.V. service to all the Units of the condominium. This includes main lines

and lateral service lines. This easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

E. *Easement For Police & Fire Protection.* The Declarant and all the Unit Owners grant to the local municipal, county and state law enforcement and fire protection agencies an easement on, over and under all of the Common Element and Limited Common Element for ingress, egress and access for police or fire protection for all the Units of the condominium. This includes an easement for access, ingress and egress for investigation, inspection, surveillance or response for the purpose of any police or fire protection.

F. *Easement For Enforcement of Public Laws.* The Declarant and all the Unit Owners grant to the local municipal, county and state law enforcement agencies an easement on, over and under all the Common Element and Limited Common Element for access, ingress and egress for the purpose of undertaking any investigation, inspection, surveillance or response for the general enforcement of all the municipal, state and other public laws.

G. *Easement for EMS Service.* The Declarant and all the Unit Owners grant to the local municipality an easement on, over and under all of the Common Element and Limited Common Element for access, ingress and egress for the purposes of rendering any emergency medical service to any person.

F. *Grouped Water Shutoff Valves.* The shutoff valves for all of the Phase 1 units are located in the basement of Unit 5. The Association shall have an easement for access into the basement (but not the rest of the Unit) for repair, maintenance or replacement of the shutoff valves, which are Common Element. For this purpose, and this purpose only, the Association and any property manager engaged by the Association shall have key to Unit 5. The Association and any property manager engaged by the Association shall keep the key strictly confidential and shall not duplicate the key, except the key may be provided to the Lake Mills municipal water utility pursuant to the easement granted by Section 12(G). The Unit Owner involved shall be entitled to a reasonable advance notice, at least 24 hours except in an emergency, of an intention to enter the basement of Unit 5 for the purpose of any repair, maintenance or replacement of

shutoff valves and/or to shut off the water for non-payment of water and sewer bills. However, in the event of an emergency, no prior notice need be given.

G. *Lake Mills Water Utility Easement.* The Declarant, the Association and owner of Unit 5 grant to the City of Lake Mills a perpetual easement solely for the purpose of ingress and egress to the grouped shutoff valves located in the basement of Unit 5. The City of Lake Mills, by its water utility, shall have the right of ingress and egress via a key to the Unit, and the Association shall have the obligation to provide the water utility with a key, which key shall be kept strictly confidential and not duplicated by Lake Mills' water utility.

H. *Rights Preserved.* Nothing in Sections 12(E), 12(F), or 12(G) constitutes or implies any waiver, consent or other impairment of any person's local, state or federal rights against any unreasonable search or seizure.

I. *Future Utility Easements.* The Declarant shall have the right to grant additional easements or more particularly described easements under, over or upon any of the Common Elements or Limited Common Elements to allow public utility service to Units described in Phase I or to Units created by the exercise of the Declarant's expansion rights.

J. *Unit Ingress & Egress.* Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his/her Unit or Common Elements. However, no vehicles shall be allowed upon the Common Elements or Limited Common Elements except that portion of the Common Elements or Limited Common Elements which have been committed to roadways, driveways or parking areas.

K. *Association Easement.* Easements for ingress and egress and access are reserved to the Association in, over and under all of the Units, Common Elements and Limited Common Elements together with their ceilings, floors and walls for the purpose of making any repairs, maintenance or replacements which are the obligation of the Association, or for the purpose of inspections by governmental agencies, insurance companies or contractors. The Association shall be responsible for any damages resulting from the use of such easements. If an emergency threatening immediate harm to persons or property does not exist, the Association shall give each Unit Owner reasonable advance written notice of each inspection. If such an emergency does exist, the Association or persons designated

by the Association may gain immediate access without prior notice. Each Unit Owner shall deliver to the Association or the Association's designated property manager any and all keys necessary to permit access to each Unit, plus any electronic codes or information with respect to any installed security system.

13. DECLARANT'S EXPANSION RIGHTS

A. *Generally.* The Declarant shall have the right to expand the condominium by adding the real estate described as "Parcel B" and/or "Parcel C" in the annexed Schedule of Real Estate Descriptions. The expansion of the condominium may be in one or more phases, as the Declarant in its sole discretion may determine. No Unit Owner or other person shall have the right to require the exercise of Declarant's expansion right. Each Unit Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the condominium.

B. *Term.* The Declarant's right to expand the condominium shall expire ten (10) years after the date of the recording of this Declaration.

C. *Percentage Adjustment.* In the event the condominium is expanded to include additional Units, each Unit Owner's percentage interest in the Common Elements of the condominium shall be adjusted as a matter of law as provided in Section 3(C) of this Declaration.

D. *Limitations.* If the condominium is expanded, the total number of Units in the expanded condominium shall not exceed 24. Each Unit Owner's percentage interest in the Common Elements, the liabilities for common expenses and the rights to common surpluses shall not exceed 4.167%. The Units in any expansion of the condominium shall be used for residential purposes only.

E. *Expansion Plan.* The Condominium Plat shows a general outline of the Declarant's present plan or intention regarding the number of Units and location of buildings in the land reserved for expansion. The Declarant shall have the right to revise and alter this plan, subject only to the limitations of Section 13(D) of this Declaration.

F. *Effective Date of Expansion.* The condominium shall be deemed expanded when the Declarant records an amendment to this Declaration and the

Condominium Plat with the office of the Register of Deeds for Jefferson County. The amendment shall show the new percentage interest of the Unit Owners.

G. *Effect of Expansion.* Following any expansion, the interest of any mortgagee or other lienholder shall attach, by operation of law, to the new percentage interest in the Common Elements appurtenant to the Unit.

H. *Easement for Expansion.* The Declarant shall have an easement over, through and under all of the existing Common Elements to facilitate any expansion of the condominium; provided, however, that any damage to the Common Elements due to the Declarant's use of this easement shall be the Declarant's sole responsibility.

14. MISCELLANEOUS PROVISIONS

A. *Amendment.* Subject to any limitation imposed by law, this Declaration may be amended by the written consent and approval of at least two-thirds (2/3) of all the Unit Owners. Such an amendment becomes effective when it is recorded in the office of the Register of Deeds. A Unit Owner's consent is not effective unless it is approved by the mortgagee of the Unit, if any. The term "mortgagee" includes a land contract vendor.

B. *Technical Amendments By Declarant.* Declarant shall have full right, power and authority, for Declarant's own account with respect to each Unit owned by Declarant, and as authorized agent for all other Unit Owners, to amend the Declaration for the following purposes only: (a) to correct any clerical error or omission; (b) to clarify or restate any ambiguous term or provision to conform to the Declarant's true intention; (c) to comply with any requirements imposed by Chapter 703 of the Wisconsin Statutes; and (d) to conform the Declaration to any reasonable requirement of mortgagees and lenders in the secondary mortgage market. The power of amendment granted by this Section also extends to the Condominium Plat and the Association's Bylaws. The Declarant's power of amendment under this Section shall expire when the Declarant or Declarant's successor does not own any Units of the condominium. For the purpose of exercising Declarant's right of amendment established under this Section, each Unit Owner does hereby appoint the Declarant or Declarant's successor as such Unit Owner's authorized agent and proxy, with full power to execute and/or record, on behalf of all of the Unit Owners, an amendment to this Declaration, an addendum

to the Condominium Plat, and/or an amendment to the Association's Bylaws pursuant to this Section. The appointment of Declarant or Declarant's successor as authorized agent and proxy for the purposes of this Section is irrevocable, and shall be deemed coupled with the economic interest of the Declarant or Declarant's successor as developer of the condominium.

C. *Rules and Regulations.* No Unit Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

D. *Delegation of Use.* Any Unit Owner may delegate, in accordance with the Bylaws or this Declaration, his/her right of enjoyment to the Common Elements and facilities to the members of his/her family, to the tenants of his/her Unit or contract purchasers of his/her Unit who reside on the property, and only to said individuals.

E. *Separate Mortgages of Units.* Each Unit Owner shall have the right to mortgage or encumber his/her own respective Unit, together with his/her respective ownership interest in the Common Elements. 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/her own Unit and his/her own respective ownership interest in the Common Elements.

F. *Separate Real Estate Taxes.* It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his/her Unit and his/her corresponding percentage of Ownership in the Common Elements, as provided in the Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his/her proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his/her respective percentage of Ownership interest in the Common Elements.

G. *Assignment By Declarant.* All (but not less than all) of Declarant's rights and obligations under this Declaration and the Wisconsin Condominium Ownership Act may be assigned by Declarant by the execution and recording an amendment to this Declaration. The amendment shall specifically set forth the assignment and an acceptance of the assignment by the assignee, pursuant to Wis. Stat. §703.09(4).

IN WITNESS WHEREOF, the Declarant has executed this Declaration under Chapter 703 of the Wisconsin Statutes, intending to bind the Declarant and the Declarant's grantees, successors and assigns to all the terms and provisions hereof.

Dated this 16 day of June, 2005.

FORWARD DEVELOPMENT, LLP
A Wisconsin Limited Liability Partnership

By: Lori A. Homann

LORI A. HOMANN, Partner

By: Steven M. Homann

STEVEN M. HOMANN, Partner

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

Personally came before me this 16 day of June, the above-named Lori A. Homann and Steven M. Homann, to me known to be all of the partners of Forward Development, LLP, and to me known to be the persons who executed the foregoing and acknowledged the same.

Debra D. Jardine

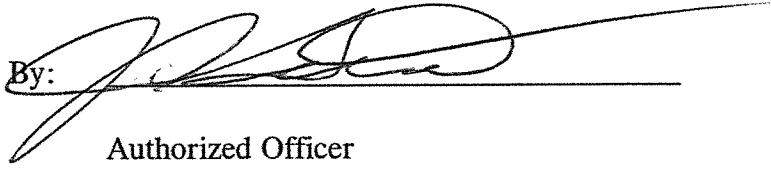
Notary Public
Jefferson County, State of Wisconsin
My Commission Expires 12-03-06.

CONSENT OF MORTGAGEE

Bank of Deerfield does hereby join in the execution of this Declaration to manifest its consent and approval of the execution and recording of this Declaration and Condominium Plat by the Declarant.

Dated this 16th day of June, 2005.

BANK OF DEERFIELD
A Wisconsin Banking Corporation

By: 

Authorized Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
) ss.
DANE COUNTY)

Personally came before me this 16th day of June, 2005, the above-named
JAMES P. SEVDE, to me known to be an Authorized Officer of Bank of
Deerfield, and to me known to be the person who executed the foregoing and
acknowledged the same.

Bruce K. Gibson

Notary Public
Dane County, Wisconsin
My Commission Expires: 2-8-09.

This Instrument Drafted By:

Atty. Nicholas J. Loniello
LONIELLO JOHNSON SIMONINI
900 John Nolen Drive - Suite 130
Madison, WI 53713

z:05061009.32

SCHEDULE OF REAL ESTATE DESCRIPTIONS

- Parcel A: Part of Lot 1, Certified Survey Map No. 4786 in the City of Lake Mills, Wisconsin, further described as follows: Beginning at the Southeast corner of Lot 1 of said Certified Survey Map; thence North 01°-01'-07" East, along the East line of said Lot 1, 180.97 feet; thence North 89°-35'-27" West, 125.07 feet to the right-of-way line of Cherokee Path and the beginning of a curve of radius 60.00 feet, the center of which lies to the West; thence Southwesterly along said right-of-way line and along the arc of said curve, 71.91 feet, the chord of which bears South 32°-03'-48" West, 67.68 feet; thence South 01°-01'-07" West, along the West line of said Lot 1, 124.94 feet; thence North 89°-50'-35" East, along the South line of said Lot 1, 160.00 feet to the point of beginning. Said parcel subject to any and all easements and/or agreements, recorded and unrecorded. Said parcel contains 27,590 square feet, or 0.6334 acres, of land.
- Parcel B: Part of Lot 1, Certified Survey Map No. 4786 in the City of Lake Mills, Wisconsin, further described as follows: Beginning at the Northeast corner of Lot 1 of said Certified Survey Map; thence North 88°-58'-13" West, along the North line of said Lot 1, 174.00 feet; thence South 01°-01'-28" West, 110.69 feet to the right-of-way line of Cherokee Path and the beginning of a curve of radius 60.00 feet, the center of which lies to the South; thence Southeasterly along said right-of-way line and along the arc of said curve, 79.78 feet, the chord of which bears South 40°-21'-46" East, 74.03 feet; thence South 89°-35'-27" East, 125.07 feet to the East line of said Lot 1; thence North 01°-01'-07" East, along said East line, 164.88 feet to the point of beginning. Said Parcel subject to any and all easements and/or agreements, recorded and unrecorded. Said parcel contains 26,834 square feet, or 0.6160 acres, of land.
- Parcel C: Part of Lot 1, Certified Survey Map No. 4786 in the City of Lake Mills, Wisconsin, further described as follows: Beginning at the Northwest corner of Lot 1 of said Certified Survey Map; thence South 01°-01'-07" West, along the East right-of-way line of Cherokee Path, 85.42 feet to the beginning of a curve of radius 70.00 feet, the center of which lies to the East; thence Southeasterly along said right-of-way and along the arc of said curve, 111.39 feet,

the chord of which bears South 44°-34'-09" East, 100.01 feet; thence North 89°-50'-35" East, along said right-of-way, 64.05 feet to the beginning of a curve of radius 60.00 feet, the center of which lies to the South; thence Northeasterly along said right-of way and along the arc of said curve, 75.08 feet, the chord of which bears North 65°-41'-41" East, 70.28 feet; thence North 01°-01'-28" East, 110.69 feet to the North line of said Lot 1; thence North 88°-58'-13" West, along said North line, 70.04 feet; thence North 01°-01'-07" East, along said North line, 13.30 feet; thence North 88°-58'-13" West, 128.96 feet to the point of beginning. Said parcel subject to any and all easements and/or agreements, recorded and unrecorded. Said parcel contains 27,315 square feet, or 0.6270 acres, of land.

**THIS SECTION CONTAINS
THE CONDOMINIUM RULES & REGULATIONS
AND THE BYLAWS OF THE ASSOCIATION**

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CHEROKEE PATH CONDOMINIUMS RULES AND REGULATIONS

With the exception of the required Pet Agreement described below, Cherokee Path Condominiums Association has not yet adopted any Rules & Regulations. Matters often found in condominium bylaws have been put in the Declaration.

As to the Units: Section 6 of the Declaration contains protective covenants governing the Units. The subject matters covered are:

- Statement of Purpose.
- Owner Occupancy; Limitations on Leases.
- Single Family Residential Purposes.
- No Trade or Business.
- Vehicles & Storage.
- Dangerous Materials.
- Laundry.
- Garage Doors.
- Parking.
- Trash Containers.
- Animals & Pets.
- Unlicensed or Disabled Vehicles.
- Curfew for Noise & Disturbance.

- Poles & Antennae.
- Architectural Control.
- Additional Restrictions.

Rule 1: Required Pet Agreement. At its Organizational Meeting, the Association, by its Board of Directors, adopted a Rule 1 which reads as follows:

Rule 1: No resident or occupant of a Residential Unit shall have any pet permitted by the Declaration, unless such owner or occupant first enters into a Pet Agreement in the form prescribed by the Association or its Manager.

The form of the required Pet Agreement next follows.

From time to time, the Association may adopt other Rules & Regulations; provided, however, that they do not conflict with the Declaration.

PET AGREEMENT

The Association by its Manager grants permission for Resident to keep in Resident's Unit only the pet described below and only upon the following terms and conditions:

1. The pet is _____ (Male/Female, dog/cat/other), which is approximately _____ years old.

2. The pet is generally described by the following breed, height, weight and physical identifying characteristics (attach photograph if available): _____

3. Resident hereby represents and warrants that the above-described pet has been properly licensed and inoculated as required by local law.

4. The pet shall be kept on a leash at all times when outside the Unit. The pet shall not be exercised on the grounds of the property except in designated exercise areas, if any. Resident shall not at any time leave the pet on a patio or balcony while away from the Unit. Resident shall immediately collect and remove all pet defecations from the grounds of the condominium development. Failure to properly dispose of pet defecations will result in a \$10.00 waste removal charge per occurrence.

5. Resident shall ensure that the pet does not at any time disturb any other Resident of the development or damage any property located in the condominium community. If in the Manager's or at the Association's opinion and discretion the pet has caused substantial disturbance to other Residents or has caused damage to the property of others, then the Unit Owner shall permanently remove the pet from the Unit and the condominium within ten (10) days after written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all other terms in this Pet Agreement shall constitute a breach of the Association rules.

6. Resident shall take adequate precaution and measures necessary to eliminate pet odors within and around the Unit and maintain the Unit in a sanitary condition at all times.

7. Expect for the pet described above, Resident shall not keep pets in the Unit or within the condominium community without the Unit Owner's prior execution of an additional Pet Agreement.

8. Name, address and phone number of an alternate caretaker who will care for the pet(s) in an emergency: _____.

9. Resident's failure to comply with the terms of the Pet Agreement or violation of any representation or assurance contained in this Pet Agreement shall constitute default permitting the Association or Managing Agent to take further action.

10. Resident is aware of the Association's Rules & Regulations governing pets and acknowledges receipt of a copy of said Rules & Regulations. Resident agrees to obey said Rules & Regulations.

Manager:

By: _____ Date: _____
(Authorized Agent)

Owner(s):

By: _____ Date: _____

By: _____ Date: _____

BYLAWS OF
CHEROKEE PATH CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I:
NAME AND ADDRESS

1.01. Name & Purpose. The name of the corporation is Cherokee Path Condominiums Association, Inc. (the “Association”). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02. Address. The principal office of the Association shall be located at 415 North CP Avenue, Lake Mills, WI 53551. The mailing address of the Association shall be Post Office Box 196, Lake Mills, WI 53551.

1.03. Binding Effect. These Bylaws (the “Bylaws”) shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration creating Cherokee Path Condominiums executed by Forward Development, LLP (the “Declarant”) and recorded in the office of the Jefferson County Register of Deeds (the “Declaration”).

ARTICLE II:
MEMBERSHIP ASSOCIATION

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium

and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien On Voting Right. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless: (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners; or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by

all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

ARTICLE III: MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Jefferson County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. Annual meetings of the Unit Owners shall be held on a convenient date determined by the Board of Directors, which date shall be in the month of June of each year. A special and first annual meeting of the Unit Owners shall be held as soon as practical after the Declarant has ceased to control the Association as provided in the Declaration.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or

represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows: (a) calling the meeting to order; (b) calling the roll of Unit Owners and certifying the proxies; (c) proof of notice of meeting or waiver of notice; (d) reading and disposal of any unapproved minutes; (e) reports of officers; (f) reports of committees (if appropriate); (g) election of directors (if appropriate); (h) unfinished business; (i) new business; and (j) adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast

was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV: BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only, and provided further that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements to purchasers. Prior to the conveyance of fifty percent (50%) of the percentage interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect two (2) directors to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in the

Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. Directors shall be nominated and elected at each annual meeting of the Association. After nominations have been made, seconded and nominations are closed, the members shall vote for directors so nominated. Each member shall be entitled to cast as many votes as there are directors to be elected, but not more than one vote may be cast by any member in favor of the election of any one nominee.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Prior to the expiration of the period of Declarant control, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V:
MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant control as provided in the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows: (a) calling the meeting to order; (b) proof of notice of meeting or waiver of notice; (c) reading and disposal of any unapproved minutes; (d) reports of officers; (e) reports of committees (if appropriate); (f) election of officers (if appropriate); (g) unfinished business; (h) new business; and (i) adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI: **POWERS AND DUTIES OF BOARD OF DIRECTORS**

6.01. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any

interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary: (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or re-adopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII: **OFFICERS AND THEIR DUTIES**

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed

three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

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

7.07. Duties. Unless otherwise determined by the Board of Directors or delegated to a manager or managing agent, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin

Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII: BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX: **BUDGET, ASSESSMENT, AND ANNUAL REPORT**

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. Throughout the period of Declarant control as provided in the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as provided in the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year.

9.03. Statutory Reserve Account. For any year in which the Association is maintaining a statutory reserve account for the condominium under Section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering: (1) the reserve funds then in the reserve account; (2) the estimated cost of repairing or replacing Common Elements, other than routine maintenance; (3) the estimated remaining useful life of the Common Elements; and (4) the approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.04. Levy and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.05. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.06. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.07. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

9.08. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in Section 9.03, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under Section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE X: **ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

10.01. Use Restrictions. Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

10.02. Unit Owner Responsibility. It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

10.03. Requirements for Leases. No Unit Owner may lease his/her Unit unless the entire lease transaction is approved by the Board of Directors. The Board of Directors may disapprove of any lease transaction for any reasonable basis, including the object to maintain owner occupancy of all Units. However, the Board of Directors shall not approve of any lease transaction which does not comply with all of the following:

(a) The term of any such lease shall not be more than twelve (12) months;

(b) The lease contains a statement obligating all tenants to abide by the Declaration, the Articles, the Bylaws, and all rules and regulations of the Association and providing that the lease is subject and subordinate to the same;

(c) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and all rules and regulations of the Association shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and

(d) A true and complete copy of the Lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm the identity of the tenant and confirm that the Lease meets the requirements of this section.

10.04. Lessor Liability. During the term of any lease of all or any part of a Unit, each Unit Owner Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

10.05. Damage Caused by Unit Owners. To the extent: (a) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant or occupant of a Unit; or (b) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association); or (c) the Association is required to restore the Common elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor,

agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

10.06. Fines & Penalties. In the event of any violation of any term or provision of the Declaration, the Bylaws or any written rule or regulation promulgated by the Board of Directors, the Association may, but its Board of Directors, levy a fine or penalty of not less than \$5.00 per day and not more than \$100.00 per day for each day of violation. Any fine so levied shall be paid within ten (10) days of written demand for payment. If not paid when due, the Association may levy the amount of the fine against the Unit involved as a Special Assessment.

ARTICLE XI: LIABILITY AND INDEMNITY

11.01. General Scope and Definitions. The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time. As used in this Article, certain words or phrases are defined as follows:

(a) *Director or Officer.* For purposes of this Article, “director or officer” means a natural person: (i) who is or was a director or officer of the Association; (ii) who, while a director or officer of the Association, is or was serving at the Association’s request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, “director or officer” shall also mean the estate and personal representative of a director or officer.

(b) *Proceeding.* For purposes of this Article, “proceeding” means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities

laws) and which is brought by or in the right of the Association or by any other person.

(c) *Expenses.* For purposes of this Article, “expenses” means fees, costs, charges, disbursements, attorneys’ fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

11.02. Mandatory Indemnification. To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association. In cases not included within the foregoing, the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection. Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

11.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 11.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 11.03 or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

11.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 11.03 that indemnification under Section 11.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

11.05. Partial Indemnification. If it is determined pursuant to Section 11.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims,

issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances. If it is determined pursuant to Section 11.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

11.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

11.07. Limited Liability of Directors and Officers. A director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 11.02. The foregoing does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stat. §181.0832 and §181.0833.

11.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or

otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

11.09. Non-Exclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 11.02. A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

11.10. Purchase of Insurance. The Association may use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

11.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

11.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect

to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XII: GENERAL PROVISIONS

12.01. Seal. The Association shall not have a corporate seal.

12.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

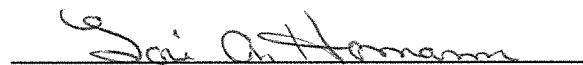
12.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given: (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

12.04. Amendment. These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under the terms of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

CERTIFICATE OF ADOPTION

The undersigned does hereby certify that the above and foregoing Bylaws were duly adopted at the Organizational Meeting of Cherokee Path Condominiums Association, Inc. held on the June 15, 2005.

Dated this 15 day of June, 2005.



LORI A. HOMANN, Secretary

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**THIS SECTION CONTAINS
THE ARTICLES OF INCORPORATION & ORGANIZATIONAL
MEETING MINUTES OF THE ASSOCIATION**

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**ARTICLES OF INCORPORATION
OF CHEROKEE PATH CONDOMINIUMS ASSOCIATION, INC.**

[WITHOUT STOCK AND NOT FOR PROFIT]

These Articles of Incorporation are executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, without stock and not for profit.

ARTICLE ONE: The name of the corporation is "Cherokee Path Condominiums Association, Inc."

ARTICLE TWO: The period of existence shall be perpetual.

ARTICLE THREE: The purpose of the corporation shall be to exercise all of the powers and duties of the Association of Unit Owners under the Declaration creating "Cherokee Path Condominiums" and under the Wisconsin Condominium Ownership Act. The corporation shall have the power to engage in any lawful activity permitted by the Declaration and the Wisconsin Condominium Ownership Act.

ARTICLE FOUR: The principal office of the corporation is located in Jefferson County, Wisconsin. The mailing address of the principal office is Post Office Box 196, Lake Mills, WI 53551.

ARTICLE FIVE: The name of the initial registered agent of the corporation is John Finn.

ARTICLE SIX: The address of the initial registered office is 415 North CP Avenue, Lake Mills, WI 53551.

ARTICLE SEVEN: These Articles may be amended in the manner authorized by law at the time of amendment; provided, however, that no amendment to these Articles of Incorporation shall conflict with any term or provision of the Declaration creating Cherokee Path Condominiums, or conflict

with the terms of any amendment to said Declaration in effect at the time of the amendment to these Articles.

ARTICLE EIGHT: The number of directors constituting the Board of Directors of the corporation shall be three (3). The Bylaws may fix a greater number of persons to constitute the Board of Directors. However, the number of directors shall never be less than three.

ARTICLE NINE: The names of the initial Board of Directors are: John Finn, Lori A. Homann and Steven M. Homann.

ARTICLE TEN: All the owners of units in Cherokee Path Condominiums shall be entitled and required to be members of this corporation. Membership shall at all times consist exclusively and be limited to such Unit Owners.

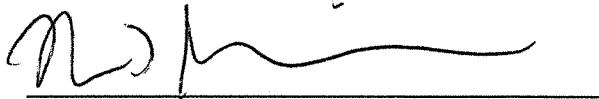
ARTICLE ELEVEN: The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer. The officers shall be elected, appointed or removed in a manner provided by the Bylaws. The officers shall have an exercise the powers and duties assigned to them by the Declaration, Bylaws and Wisconsin Condominium Ownership Act.

ARTICLE TWELVE: The Association shall not have or issue shares of stock. No dividends shall ever be paid to members of the Association. No part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay reasonable compensation to its employees, members, directors, or officers for services actually rendered, and may confer benefits upon its members in conformity with the purposes for which an association of condominium unit owners may be organized.

ARTICLE THIRTEEN: In the event of dissolution of the Association and the removal of Cherokee Path Condominiums from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the Common Elements of Cherokee Path Condominiums.

ARTICLE FOURTEEN: The name and address of the incorporator are:
Reno J. Simonini, 900 John Nolen Drive, Suite 130, Madison, Wisconsin 53713.

Executed in duplicate this 15th day of June, 2005.

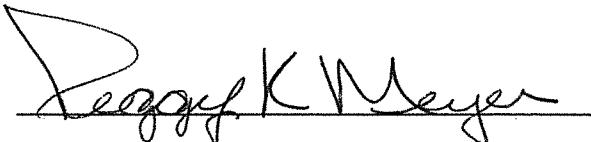


RENO J. SIMONINI, Incorporator

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
) ss.
DANE COUNTY)

Personally came before me this 15th day of June, 2005, the above-named
Reno J. Simonini, to me known to be the person who executed the foregoing and
acknowledged the same.



PEGGY K. MEYER, Notary Public
Dane County, State of Wisconsin
My commission expires 7/2/2006.

This Instrument Drafted By
And Should Be Returned To:

Attorney Nicholas J. Loniello
LONIELLO, JOHNSON & SIMONINI
900 John Nolen Drive - Suite 130
Madison, Wisconsin 53713
(608) 251-1526
(608) 251-7699 -- FAX
z:05061010.19

**RECORD OF ORGANIZATIONAL MEETING
OF CHEROKEE PATH CONDOMINIUMS ASSOCIATION, INC.**

June 15, 2005

The organizational meeting of the incorporator and initial directors of Cherokee Park Condominiums Association, Inc., was held at the office of Attorney Reno J. Simonini on June 15, 2005. All the directors named in the Articles of Incorporation were present.

ARTICLES APPROVED

The Articles of Incorporation and Certificate of Incorporation were exhibited. On motion duly made and carried, the Articles were accepted and ordered inserted into the Corporate Record Book. All acts of Reno J. Simonini as incorporator were ratified, approved, and confirmed.

ADOPTION OF BYLAWS

A set of Bylaws was proposed for the regulation and management of the affairs of the Association. The proposed Bylaws provide that the corporation shall have no official seal, and all agreed.

On motion duly made and carried, the proposed Bylaws were approved and ordered inserted into the Corporate Record Book.

ELECTION OF OFFICERS

On motion duly made and carried, the following were elected officers of the corporation:

John Finn President

Record of Organizational Meeting - 1

Lori A. Homann Secretary
Steven M. Homann Vice President/Treasurer

On motion duly made and carried, it was resolved that the President or Secretary shall file with the Wisconsin Department of Financial Institutions a list of the elected officers and directors, in accordance with the law in such case.

ADOPTION OF RULES & REGULATIONS

On motion duly made and carried, the proposed Rule 1 governing the use and occupancy of the condominium units was adopted and incorporated by reference into the Bylaws.

Rule 1: No resident or occupant of a Residential Unit shall have any pet permitted by the Declaration, unless such owner or occupant first enters into a Pet Agreement in the form prescribed by the Association or its Manager.

ADOPTION OF ANNUAL BUDGET & MONTHLY ASSESSMENT

On motion duly made and carried, the following annual budget and monthly assessment for the Association was adopted:

	<u>Monthly</u>	<u>Annual</u>
Bldg & Grounds Maint. Incl. Snow Plowing .	60.00	720.00
Common Electric Utility	15.00	180.00
Common Water Utility	25.00	300.00
Common Insurance	350.00	4,200.00
Trash Removal	<u>30.00</u>	<u>360.00</u>
Initial Operating Budget & Assessment . . .	480.00	5,760.00
Add: Reserve for Repair & Replacement . . .	<u>0.00</u>	<u>0.00</u>
Total Monthly & Annual Budget	480.00	5,760.00
Divided By Number of Units	<u>÷ 8</u>	<u>÷ 8</u>
Unit Monthly & Annual Condo Fee Per Unit	60.00	720.00

Cherokee Path Condominiums being new construction subject to the one year builder's warranty, an assessment for a reserve for future repairs and replacements is deferred until January, 2007. Commencing with the condominium monthly assessment due January, 2007, the per unit condominium assessment shall be, and is hereby, increased by \$10.00 per month to establish a reserve account.

DECLARANT CONTROL RECOGNIZED

On motion duly made and carried, it was further resolved that the Declarant's right to retain control of the Association under the Declaration is hereby recognized. These Organizational Meeting Minutes are adopted at the direction and with the express consent and approval of the Declarant and may be subsequently amended at the direction of the Declarant.

BANK ACCOUNTS ESTABLISHED

On motion duly made and carried, it was resolved that the Treasurer or President are authorized to open one or more financial accounts in the name of the corporation with such bank or banks as they think best. Any depository resolution required by the depository bank is here incorporated by reference.

APPROVE PRE-ORGANIZATION ACTS & THINGS

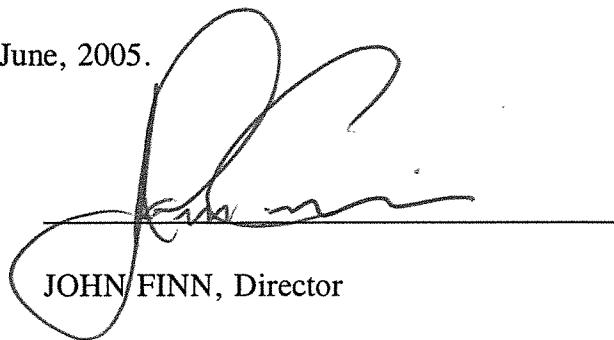
On motion duly made and carried, it was resolved that all the pre-organization acts and things done by the officers and directors in pursuit of the Association's purpose are hereby ratified, approved and confirmed. It is further resolved, that the corporation shall commence to do business, forthwith.

On motion duly made and carried, the meeting was adjourned.

The undersigned, being the incorporator and all the directors of Cherokee Path Condominiums Association, Inc., consent to the foregoing action, written in minute form, taken without a meeting, as though a meeting had actually been held;

said action to have the same force and effect as if actually transacted at a formal meeting called for such purpose.

Dated this 16 day of June, 2005.



JOHN FINN, Director

Dated this 16 day of June, 2005.



LORI A. HOMANN

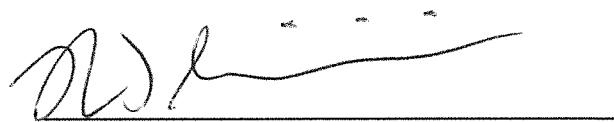
LORI A. HOMANN, Director

Dated this 16 day of June, 2005.



STEVEN M. HOMANN

Dated this 16th day of June, 2005.



RENO J. SIMONINI

RENO J. SIMONINI, Incorporator

CONSENT & DIRECTION OF DECLARANT

Forward Development, LLP, does hereby consent, direct and agree to the adoption of the foregoing record of the organizational meeting of Cherokee Path Condominiums Association, Inc.

Dated this 16 day of June, 2005.

FORWARD DEVELOPMENT, LLP
A Wisconsin Limited Liability Partnership

By:



LORI A. HOMANN, Partner

By:



STEVEN M. HOMANN, Partner

z:05061010.39

Record of Organizational Meeting - 5

CHEROKEE PATH CONDOMINIUMS ASSOCIATION, INC.
MANAGEMENT AND EMPLOYMENT CONTRACTS

Cherokee Path Condominiums Association, Inc. presently has no management or employment contracts for the provision of services by any particular individuals or private firms.

CHEROKEE PATH CONDOMINIUMS ASSOCIATION, INC.
OPERATING BUDGET AND RESERVE FUND
PHASE I

<u>Operating Fund:</u>	<u>8 Units Per Month</u>	<u>8 Units Per Year</u>	<u>(1) Unit Per Month</u>
Bldg/Grounds Maint. Incl. Snow Plowing	60.00	720.00	7.500
Common Electric Utility	15.00	180.00	1.875
Common Water Utility	25.00	300.00	3.125
Common Insurance	350.00	4,200.00	43.750
Trash Removal	<u>30.00</u>	<u>360.00</u>	<u>3.750</u>
Total Operating Fund	480.00	5,760.00	60.000
<u>Reserve Fund:</u>			
Reserved For Contingencies	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Total Assessment:</u>	480.00	5,760.00	60.000

Cherokee Path Condominiums, being new construction subject to the one year builder's warranty, an assessment for a reserve for future repairs and replacements is deferred until January, 2007. Commencing with the condominium monthly assessment due January, 2007, the per unit condominium assessment shall be, and is hereby, increased by \$10.00 per month to establish a reserve account.

These projections are subject to increase or decrease to reflect changes in operating policies, and/or level of services, inflation or other causes.

CHEROKEE PATH CONDOMINIUMS DISCLOSURE OF LEASES

The first eight units (Phase I) of Cherokee Path Condominiums are not sold subject to any leases affecting any of the property or facilities making a part of the Condominium. In other words, there are no leases in existence affecting any part of the Condominium.

CHEROKEE PATH CONDOMINIUMS DISCLOSURE OF EXPANSION RIGHTS

The Declarant has reserved the right to expand the Condominium in the future.

The Declarant's expansion rights are described and established by Section 13 of the Declaration found at Tab 1 of the Disclosure Materials. Section 13 is found at pages 22, 23 and 24 of the Declaration, which pages are here incorporated by reference.

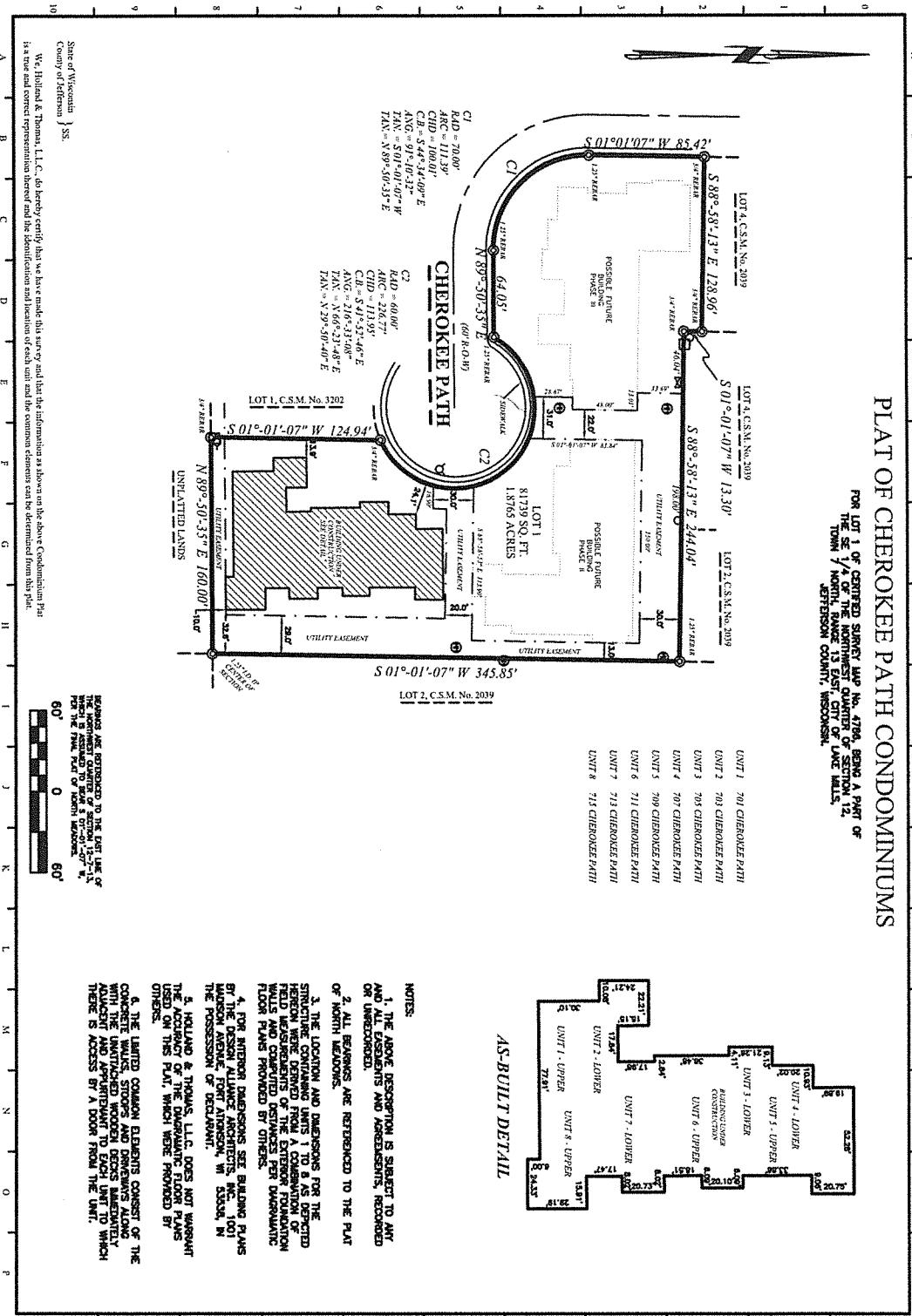
The real estate reserved for expansion is described as Parcel "B" and Parcel "C" in the Schedule of Real Estate Descriptions annexed to the Declaration, which descriptions are here incorporated by reference.

The Expansion Site Plan is on the Condominium Plat found at Tab No. 9 of the Disclosure Materials, which is here incorporated by reference. The Expansion Plan is a general outline of the Declarant's present plan or intention regarding the size and location of buildings in the land reserved for expansion of the Condominium. However, the total number of Units in the expanded Condominium shall not exceed 24 Units.

9

PLAT OF CHEROKEE PATH CONDOMINIUMS

FOR LOT 1 OF CERTIFIED SURVEY MAP NO. AT&P, BEING A PART OF
THE SE $\frac{1}{4}$ OF THE NORTHEAST QUADRANT OF SECTION 12,
TOWN 7 $\frac{1}{2}$ NORTH, RANGE 13 EAST, CITY OF LAKE MILLS,
JEFFERSON COUNTY, WISCONSIN.



HOLLAND & THOMAS, L.L.C.
LAND SURVEYORS

202 WEST STREET, JOHNSON CREEK, WI (414) 699-3105

LEGEND

In front of the property may

- © Lot Corner (Front of) Line
- Tree, Hydrant
- ◊ Utility Pole
- Man Hole
- Water Valve
- — — Easement Boundary

AS-BUILT DETAIL

NOTES:

1. THE ABOVE DESCRIPTION IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED OR UNRECORDED.
2. ALL BEARINGS ARE REFERENCED TO THE PLAT OF NORTH MEADOWS.
3. THE LOCATION AND DIMENSIONS FOR THE STRUCTURE CONTAINING UNITS 1 TO 8 AS DEPICTED HEREON WERE DERIVED FROM A COMBINATION OF FIELD MEASUREMENTS OF THE EXTERIOR FOUNDATION WALLS AND COMPUTED DISTANCES PER DRAWN FLOOR PLANS PROVIDED BY OTHERS.
4. FOR INTERIOR CONSTRUCTION SEE BUILDING PLANS BY HORNIG ASSOCIATES, INC., 1000 S. 10TH ST., MILWAUKEE, WI 53207, IN THE POSSESSION OF DEVELOPER.
5. HOLLAND & THOMAS, L.L.C. DOES NOT WARRANT THE ACCURACY OF THE DRAWN FLOOR PLANS USED ON THIS PLAT, WHICH WERE PROVIDED BY OTHERS.
6. THE LIMITED COMMON ELEMENTS CONSIST OF THE CONCRETE WALLS, STOOPS AND DRIVEWAYS ALONG WITH THE UNATTACHED WOODEN DECKS IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH THERE IS ACCESS BY A DOOR FROM THE UNIT.

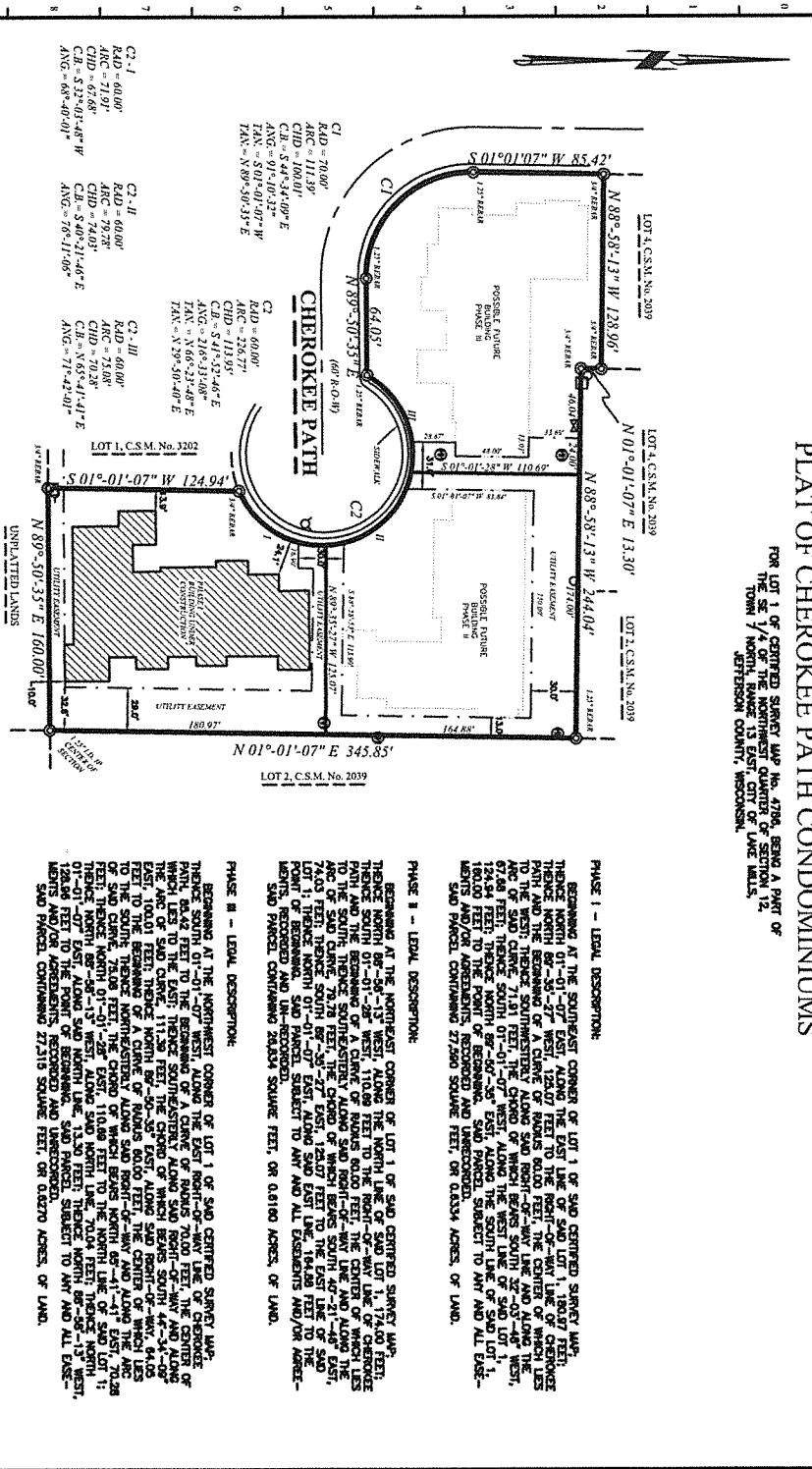
F. THE SURVEYOR'S FEES ARE NOT
SOLICITED TO CONTRACT WITH
UNAUTHORIZED AGENTS. THE
SURVEYOR DOES NOT ACT AS
COURTESY AGENTS NOR DOES HE
SELL SURVEY PLANS OR DRAWINGS
STRAIGHTWAY SURVEYING CO.

OWNER: Decker

PLAT OF CHEROKEE PATH CONDOMINIUMS

FOR LOT 1 OF CENTERED SURVEY MAP No. 4780, BEING A PART OF
THE NORTHEAST QUARTER OF SECTION 12,
TOWN 7 NORTH, RANGE 13 EAST, CITY OF LAKE MILLS,
JEFFERSON COUNTY, WISCONSIN.

HOLLAND & THOMAS, L.L.C.
LAND SURVEYORS
202 WEST STREET, JOHNSON CREEK, WI (414) 669-3195



RECORDS ARE REFERENCED TO THE EAST LINE OF
THE NORTHEAST QUARTER OF SECTION 12-13-14
PICKET FENCE, PINE ST., AND HORNWOOD
PROP. PLAT OF 3 OF 5000 FT.
100 FT. BY 100 FT.

C:\Holland&Thomas\2005\0505\050505.dwg; Drawn By: SDT; Checked By: SDT; 06-15-05.

State of Wisconsin } SS.

We, Holland & Thomas, L.L.C. do hereby verify that we have made this survey and that the information as shown on the above Construction Plat is a true and correct representation thereof and the identification and location of each unit and the common elements can be determined from this plat.

A B C D E F G H I J K L M N O P

OWNER: Deedment

SHEET 2 OF 5

9

10

LEGEND Items shown in this section may be subject to the restrictions described in the accompanying notes.

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

HOLLAND & THOMAS, L.L.C.
LAND SURVEYORS
202 WEST STREET, JOHNSON CREEK, WI (414) 669-3195

Sheet 2 of 5 The entire survey may be subject to the restrictions described in the accompanying notes.

© Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

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◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

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◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

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□ Deed, Trust, Rec.

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■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

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□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

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□ Deed, Trust, Rec.

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— External Boundary

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◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

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④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

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□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

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□ Deed, Trust, Rec.

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□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

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□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

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— External Boundary

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◊ Property Line

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□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

● Min. Hole

■ Water Valve

— External Boundary

④ Lot Corner (Recorded or Unrecorded)

◊ Property Line

□ Unrecorded Boundary

□ Deed, Trust, Rec.

PLAT OF CHEROKEE PATH CONDOMINIUMS

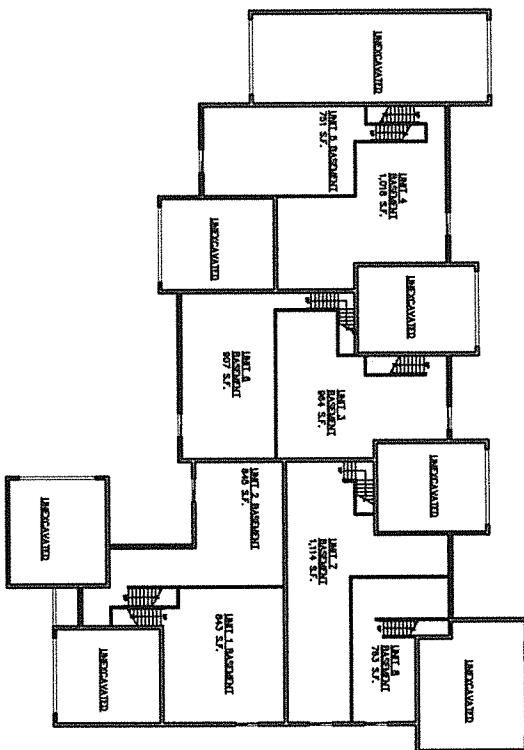
FOR LOT 1 OF CERTIFIED SURVEY MAP NO. 470A, BEING A PART OF
THE SE 1/4 OF THE NORTHEAST QUARTER OF SECTION 12,
TOWN 13 NORTH, RANGE 13 EAST, CITY OF LAKE MILLS,
JEFFERSON COUNTY, WISCONSIN.

HOLLAND & THOMAS, L.L.C.
LAND SURVEYORS
202 WEST STREET, KINNISON CREEK, WI (608) 699-3305

LEGEND: *See legend symbols may be found in the margin.*

- ① Lot Center (Survey) Station
- Tree Reserved
- Utility Pole
- Drive, Track, Bar
- ◎ Man Hole
- Water Valve

— External Boundary



FOUNDATION PLAN BY OTHERS - NOT TO SCALE

OWNER: DeSommet

THIS SURVEYOR'S COPY SHOULD BE KEPT IN A COUPLED WITH THE DOCUMENTS CONTAINED ON THIS DOCUMENT DOES NOT APPLY TO THE DOCUMENT. RED STAMP OVER THE PHOTOGRAPHED STAMP MY SAME SURVEYOR.

State of Wisconsin } SS.
County of Jefferson } SS.
We, Holland & Thomas, L.L.C. do hereby certify that we have made this survey and that the information as shown on the above Foundation Plan
is a true and correct representation thereof and the identification and location of each unit and the common elements can be determined from this plan.

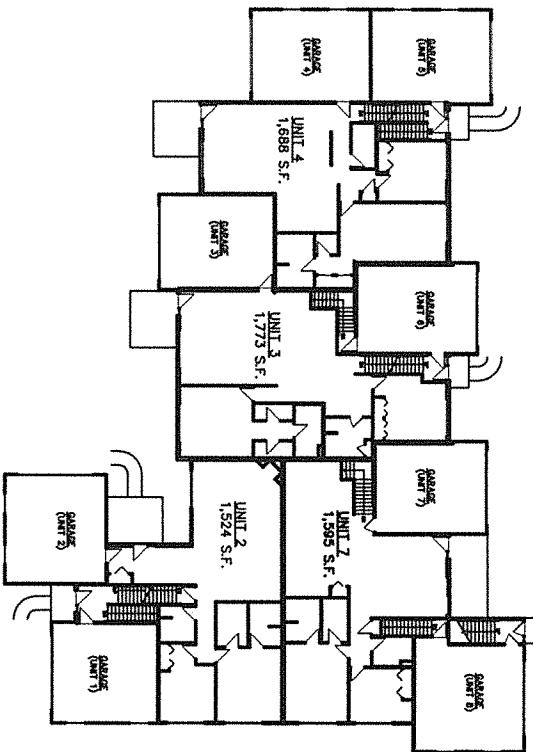
PLAT OF CHEROKEE PATH CONDOMINIUMS

FOR LOT 1 OF CERTIFIED SURVEY MAP NO. 470A, BEING A PART OF
THE SE 1/4 OF THE NORTHEAST QUADRANT OF SECTION 12,
TOWN 7 NORTH, RANGE 13 EAST, CITY OF LAKE MILLS,
JEFFERSON COUNTY, WISCONSIN.

HOLLAND & THOMAS, L.L.C.
LAND SURVEYORS
202 WEST STREET, JOHNSON CREEK, WI (414) 699-3105

LEGEND: Items enclosed in brackets may
be found in the Schedule.

- Lot Owner (Record) v/dec.
- Pmt. Received
- Utility Payment
- Disc. Trans. Rec.
- Min. Hold
- Water Value
- — — — — Enclosed Boundary



1st FLOOR PLAN BY OTHERS - NOT TO SCALE

State of Wisconsin } SS.

We, Holland & Thomas, L.L.C., do hereby certify that we have made this survey and that the information as shown on the above Certification Plan is a true and correct representation thereof and the common elements can be determined from this plat.

If the Surveyor's Seal is not
filled, the Plat is a copy, that
is, unauthenticated. Alterations, the
common elements or boundaries
cannot be determined from this
copy unless they have a
red stamp over the alteration
and signed by same Surveyor.

OWNER: Deedee

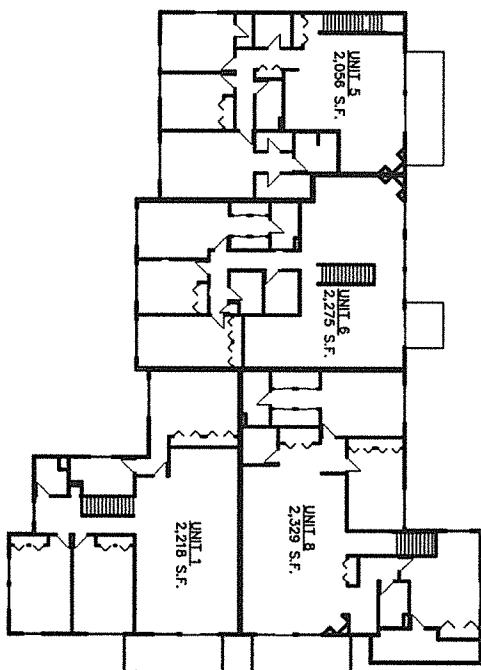
PLAT OF CHEROKEE PATH CONDOMINIUMS

FOR LOT 1 OF CERTIFIED SURVEY MAP NO. 478A, BEING A PART OF
THE SE 1/4 OF THE NORTHEAST QUADRANT OF SECTION 12,
TOWN 7 NORTH, RANGE 13 EAST, CITY OF LAKE MILLS,
JEFFERSON COUNTY, WISCONSIN.

HOLLAND & THOMAS, L.L.C.
LAND SURVEYORS
202 WEST STREET, KIRKTON CREEK, WI 53931-3105

LEGEND: Items indicated with these may
be found in the drawing.

- (@) Lot Owner (Family) & Date.
- (X) Fire Hydrant
- (O) Utility Pole
- (□) Disc. Trunk Line
- (◎) Mail Box
- (■) Water Valve
- - - - - Extended Boundary



2nd FLOOR PLAN BY OTHERS - NOT TO SCALE

OWNER: DeSorent

If the surveyor's scale is not
read, the plan is a copy. Then
unintended alterations, the
construction changes on this
copy makes it too large. A
red stamp over the photocopy
seals off some alterations.