

# DISCLOSURE MATERIALS

## PRESERVE HEIGHTS CONDOMINIUMS

Germantown, Wisconsin 53022

The Developer (Declarant) is DALE HILLS, L.L.C.. Its business address is W198 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022.

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW, MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

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.

In compliance with the Disclosure Requirements of Section 703.33, Wis. Stats., as amended, the following represents an Executive Summary and copies of the following are herewith supplied:

1. GENERAL CONDOMINIUM CONCEPT. In general terms, a residential condominium form of ownership blends the amenities of single family residential ownership with that of the amenities of association or cooperative living arrangements. The property which is dedicated and subject to the condominium laws create two forms of ownership, to-wit: (i) Units which are owned individually by Unit Owners and (ii) common areas which are collectively owned and maintained by all of the Unit Owners. A Unit Owner is responsible for the general maintenance and repair of the Unit Owner's Unit. Every Unit Owner is a Member of the condominium Unit Owner's Association which, among other duties and responsibilities, shall be responsible for the maintenance and repair of the common areas.

2. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration is a written document recorded with the Register of Deeds in the county where the real estate is located which creates the condominium from one or more parcels of real estate. The Declaration (i) identifies the Units which are individually owned and the common elements which are owned in common by all of the Unit Owners; (ii) sets forth the percentage of ownership interest in the common elements which is assigned to each Unit Owner; (iii) creates the Owner's Association and sets forth the duties and responsibilities of the Association and (iv) establishes the number of votes that each Unit Owner has in the affairs of the Association. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on Page A-1, Table of Contents page v through ix.

3. BY-LAWS. The By-Laws contain rules which govern the affairs of the condominium association and affect the rights and responsibilities of Unit Owners. The By-Laws begin on Page B-1, Table of Contents page B-i, B-ii and B-iii.

4. ARTICLES OF INCORPORATION. The operation of the condominium are generally governed by an association, of which each Unit Owner shall be a member. The powers, duties, and operation of this association are specified in its Articles of Incorporation. The Articles of Incorporation being on Page C-1.

5. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are no such contracts affecting this condominium at this time.

6. ANNUAL OPERATING BUDGET. The Association will incur 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 (other than those which are a part of the common expense). At this point the Association supplies a Projected Operating Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on Page D-1.

7. STATUTORY RESERVE ACCOUNT. A text of the proposed amendments to Chapter 703 regulating Statutory Reserve Accounts are, only for the convenience and information of Unit Owners, set forth in the disclosure materials and commenced on Page E-1.

8. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this Condominium.

9. CONDOMINIUM PLAT. A map of the condominium, which shows the location of all Units and all facilities and common areas which are part of the condominium, is attached to the Declaration commencing on Page A-39 as Exhibit A.

10. FLOOR PLANS. Declarant has provided a floor plan of the Units being offered for sale. The floor plan and map begin on page A-40.

11. EXPANSION PLANS: In certain cases, a condominium project expands to additional real estate. If the condominium project is expandable, the Developer or Builder will reserve this right and same shall be set forth in the Declaration. This condominium project is not expandable.

12. DECLARANT. The Declarant is identified and defined in the Condominium Declaration in Article I, Section 2. The Declarant is, generally, the owner or developer declaring and dedicating the property to the Condominium Ownership Act by the recording of the Declaration and the Condominium Plat. Generally, the Declarant reserves a period of control over the condominium affairs which allows the Declarant time to complete construction of the condominium project and sell the Units. During this period of "declarant control," Declarant exercises all of the powers and responsibilities normally reserved to the association and which, ultimately, will be assigned and passed to the association. As individual Units are sold, elections are held and Unit Owners other than the Declarant elect an increasing number of members to the Association's Board of Directors. The Declarant's control of the affairs of the association may last up to three (3) years in condominiums which are not expandable and up to ten (10) years in expandable condominiums.

13. UNIT. A Unit is described in Article I, Section 2 of the Declaration. Units are individually owned by Unit Owners, said Unit Owner having the exclusive ownership and possession of the Unit Owned. The boundaries of each Unit are defined in the Declaration. The definition of the Unit may impact the Unit Owner's maintenance and insurance responsibilities and the rights to make improvements or alterations.

14. COMMON ELEMENTS. The common elements are defined in Article I, Section 2 of the Declaration. Generally speaking, all of the property dedicated to the Condominium Ownership Act that is not a Unit is considered common elements. This may include the land, the exterior and common areas of buildings such as entrance ways, elevators, meeting rooms and halls, landscaping, roads and any outside parking areas, outdoor lighting and recreational facilities. Common areas are allowed to be utilized by all Unit Owners.

15. LIMITED COMMON ELEMENTS. The Limited Common Elements are defined in Article I, Section 2 of the Declaration. The limited common elements are those Common Elements which are identified in the Declaration and Plat and are reserved for the exclusive use of more than one, but not all, of the Unit Owners. A Unit Owner may not own the Limited Common Element individually, but may be the only one entitled to use the identified Limited Common Element. The use of the Limited Common Elements is generally subject to the restrictions set forth in the Declaration. Examples of Limited Common Elements would be storage areas, patios, decks, balconies and garage parking spaces.

16. PERCENTAGE INTERESTS. Every Unit Owner shares in the ownership of the Common Elements with the other Unit Owners. This percentage interest in the Common Elements is defined in Article I, Section 2 of the Declaration. This ownership right vests automatically with the ownership of a Unit. The percentage interest often determines the share of common expenses that a Unit Owner must pay for the maintenance of the Common Elements and for the operation of the Association. The percentage interest may be an equal percentage for all Units based upon the number of Units in the condominium project, be in proportion to the square footage of the Units, upon the location or value of the Units or upon some other formula which is set forth in the Declaration.

17. ASSOCIATION. The Association is the entity made up of the Unit Owners formed to manage and maintain the condominium property and finances. The Association will either be a not-for-profit, non-stock corporation or an unincorporated Association. In this condominium project, the Association is a non-stock not-for-profit corporation. Every Unit Owner is required to be a member of the Association. The members of the Board of Directors and the officers of the Association are Unit Owners initially appointed by the Declarant and ultimately voted into office by the Unit Owners. The Association duties include, but are not limited to, maintenance of the common areas, collecting condominium assessments, maintaining the books and records of the Association, overseeing reserved funds, preparing financial reports and filing tax returns. Some or all of these functions may be delegated to a manager or other professionals. The powers and duties of the Association is set forth in Article VII of the Declaration.

18. ASSESSMENT FEES. The Association establishes a budget for all of the condominium expenses and divides these expenses among all of the Unit Owners. These fees are typically paid monthly. The Association may also recreate reserves for future maintenance and repairs.

19. COOPERATIVE AGREEMENT OR PERPETUAL MAINTENANCE OF OUTLOT 6 AND LANDSCAPE BERM. Said Agreement commences on Page A-42.

**DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
PRESERVE HEIGHTS CONDOMINIUMS  
Germantown, Wisconsin 53022**

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DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS, COVENANTS AND  
CONDITIONS FOR PRESERVE HEIGHTS  
CONDOMINIUMS

DOC# 1119215



Recorded  
MAR. 02, 2006 AT 03:20:20PM  
SHARON A MARTIN, REGISTER OF DEEDS  
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$107.00

PRESERVE HEIGHTS CONDOMINIUMS  
Germantown, WI 53022

THIS DECLARATION, made this 17 day of February,  
2006, by DALE HILLS, L.L.C. (hereinafter referred to as the  
"DEVELOPER/DECLARANT").

WHEREAS, DECLARANT is the owner in fee simple of certain  
real estate described in Article I, Section 1 of this Declaration, located in  
the Village of Germantown, Washington County, Wisconsin (hereinafter  
referred to as "Subject Property"); and

WHEREAS, DECLARANT intends to, and does hereby submit  
and subject the Subject Property, together with all buildings, structures,  
improvements and other permanent fixtures of whatsoever kind thereon,  
and all rights and privileges belonging or in anyway pertaining thereto, to all provisions of the Wisconsin Condominium  
Ownership Act, Chapter 703, Wis. Stats. (2003-04), as amended; and

WHEREAS, DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in,  
over and upon the Subject Property for the benefit of DECLARANT and all future owners of any part of the Subject Property,  
and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct  
of the Subject Property and all units; and

WHEREAS, DECLARANT desires and intends that the Unit Owners, mortgagees, occupants and other persons  
hereafter acquiring any interest in the Subject Property shall at all times enjoy the benefits of, and shall hold their interests subject  
to, the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in  
furtherance of a plan to promote and protect the cooperative aspect of the Subject Property and are established for the purpose  
of enhancing and perfecting the value, desirability and attractiveness of the Subject Property and any and all improvements  
to be constructed thereon.

NOW, THEREFORE, Declarant, as the title holder of the Subject Property described herein, and for  
the purposes above set forth, (i) submits the Subject Property and units to the condominium form and use  
and ownership as provided in the Act, subject to taxes and assessments not yet due and payable, municipal  
and zoning ordinances, recorded easements and all other matters of record; (ii) establishes and imposes the  
following provisions, conditions, restrictions and uses to which the condominium may be put, and (iii)

107-49  
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Menomonee Falls, WI 53051

Tax Key No. GTNV 261241

specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding upon DECLARANT, its successors and assigns and all subsequent owners and occupants of all or any part of the condominium, and further DECLARES AS FOLLOWS:

**ARTICLE I**  
**DEFINITIONS AND**  
**LEGAL DESCRIPTION OF LAND**

Section 1. **LEGAL DESCRIPTION OF LAND:** The Subject Property which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats. (1999-2000) as amended, is legally described as follows:

Being all that part of Lot 141 of Certified Survey Map No. 5826 being a part of Lots 140, 141 and Outlot 6 of The Preserve III, being part of the Southwest 1/4, of the Northwest 1/4, of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Commencing at the Southeast corner of said Lot 141, said point being the place of beginning of lands hereinafter described:

Running thence South 43°13'01" West, 215.01 feet to a point; thence North 46°46'59" West, 220.39 feet to a point; thence South 43°13'01" West, 145.00 feet to a point; thence North 46°46'59" West, 545.37 feet to a point; thence North 43°13'00" East, 240.00 feet to a point; thence South 46°47'00" East, 88.67 feet to a point; thence South 12°29'25" West, 139.62 feet to a point; thence South 46°79'59" East, 925.76 feet to the point of beginning.

Containing 5.94 acres more or less.

A survey of the Subject Property, showing the boundaries of the Condominium, is contained in the PRESERVE HEIGHTS CONDOMINIUMS Plat (The "Condominium Plat" attached hereto and marked Exhibit A.)

The Subject Property and all improvements thereon and appurtenances thereto shall be known as PRESERVE HEIGHTS CONDOMINIUMS.

Section 2. **DEFINITIONS:** For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "APPROVED BUILDING AREA" shall mean to that part of the Unit as herein defined, upon which a Dwelling and other improvements may be constructed or erected pursuant to the Condominium Plat and the municipal ordinances of the Village of Germantown.
- (b) "ASSOCIATION" shall mean and refer to PRESERVE HEIGHTS CONDOMINIUMS OWNERS ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wis. Stats. (2003-04) as amended, its successors and assigns.
- (c) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described and identified in the Condominium Plat, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities, and including, without limitation, all parts of the Condominium necessary or convenient for the existence, maintenance and safety of said Condominiums or normally in common use by all Unit Owners.
- (d) "CONDOMINIUM PROPERTY" shall mean the Subject Property and all buildings, structures, improvements and other permanent fixtures of whatever kind now or at any time hereafter placed upon the Subject Property, together with all rights, obligations and easements appurtenant thereto which are, by this Declaration, made subject to the provisions of the Act.
- (e) "DECLARANT" shall mean and refer to DALE HILLS, L.L.C., a Wisconsin limited liability company, any successor in title to Declarant's interest in the Condominium property, and any other assignee or successor of the Declarant who (i) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration and (ii) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such interest of assignment, acceptance and assumption. If, for any reason, Declarant collectively ceases to exist, then the powers, rights, duties and obligations of Declarant, as provided in this Declaration, shall be exercised and discharged by Preserve Heights Condominiums Owner's Association, Inc. Declarant may also be referred to as "Developer."
- (f) "DECLARATION" shall refer to the instrument by which the Subject Property is subjected to the provisions of the Act, and all amendments and supplements hereof, recorded in the Office of the Register of Deeds for Washington County, Wisconsin.
- (g) "DWELLING" shall mean a Unit and other improvements appurtenant thereto constructed within the Approved Building Area pursuant to this Declaration which shall contain one family and is limited solely to single-family residential use.

- (h) "EXPANDABLE CONDOMINIUM" shall mean a condominium to which additional property or units or both may be added in accordance with the provisions of this Declaration and Chapter 703 Wis. Stats (2003-04). THIS CONDOMINIUM PROJECT IS NOT EXPANDABLE.
- (i) "LANDSCAPE AREAS" shall mean that area of the Subject Property as designated on the Condominium Plat for use as a landscape buffer or storm water detention area and which the maintenance thereof, including but not limited to, necessary repairs and replacements, shall be a common expense of all Unit Owners.
- (j) "LIMITED COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS" shall refer to those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners, as defined herein and designated as the Condominium Plat.
- (k) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned the Units in this Declaration.
- (l) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.
- (m) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.
- (n) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.
- (o) "OCCUPANT" shall mean a person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.
- (p) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.
- (q) "PERCENTAGE INTERESTS" shall refer to the appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of

Units, as herein defined, in the Condominium. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.

- (r) "UNIT" shall mean and refer to that part of the Condominium Property subject to this Declaration as designated on the Condominium Plat consisting of all improvements constructed within the Approved Building Area, including, but not limited to, Dwelling and attached garage, and excluding those improvements specifically excluded therefrom by this Declaration. The Unit Owner, as herein defined, of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace surface and sub-surface Improvements, including, but not limited to, the Dwelling, attached garage, access driveways, walkways, building foundations and foundation pilings, upon and in such Unit as bounded and defined on the Condominium Plat for the use and enjoyment of such Unit, in accordance with this Declaration. Such right and easement to use and maintain improvements is subject to the use restrictions contained in this Declaration. A Unit shall include the percentage interest of such Unit in the Common Elements as herein defined.
- (s) "UNIT IDENTIFICATION" shall mean that each Unit has a street address, a real estate tax key number, and a unit identification number, which shall be legally sufficient for all conveyance purposes. Said Unit information is set forth herein and on the Condominium Plat.
- (t) "UNIT OWNER IMPROVEMENTS" shall mean any Improvements located within a Unit, except utility lines and facilities.
- (u) "VOTING MEMBER" shall refer to the one person with respect to each Unit Ownership entitled to vote at any meeting of the Unit Owners.

**ARTICLE II**  
**PROPERTY AND UNITS:**  
**SUBMISSION TO ACT**

Section 1. SUBMISSION OF PROPERTY TO THE ACT: Declarant hereby submits the Subject Property described in Exhibit A and all units and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT"), pursuant to Chapter 703, Wis. Stats. (2003-2004), as amended.

Section 2. CONDOMINIUM UNIT IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number. The Unit Number of each Unit and the post office street address and tax key number assigned by the Village of Germantown are as follows:

UNIT NUMBER	ADDRESS	TAX KEY NUMBER
Unit 1	N110 W14670 Preserve Heights Crt	to be assigned
Unit 2	N110 W14638 Preserve Heights Crt	to be assigned
Unit 3	N110 W14632 Preserve Heights Crt	to be assigned
Unit 4	N110 W14614 Preserve Heights Crt	to be assigned
Unit 5	N109 W14596 Preserve Heights Crt	to be assigned
Unit 6	N109 W14590 Preserve Heights Crt	to be assigned
Unit 7	N109 W14560 Preserve Heights Crt	to be assigned
Unit 8	N109 W14525 Preserve Heights Crt	to be assigned
Unit 9	N109 W14533 Preserve Heights Crt	to be assigned
Unit 10	N109 W14553 Preserve Heights Crt	to be assigned
Unit 11	N109 W14573 Preserve Heights Crt	to be assigned
Unit 12	N109 W14599 Preserve Heights Crt	to be assigned
Unit 13	N109 W14621 Preserve Heights Crt	to be assigned
Unit 14	N109 W14637 Preserve Heights Crt	to be assigned
Unit 15	N109 W14647 Preserve Heights Crt	to be assigned
Unit 16	N109 W14663 Preserve Heights Crt	to be assigned
Unit 17	N110 W14683 Preserve Heights Crt	to be assigned
Clubhouse	N110 W14680 Preserve Heights Crt	to be assigned

As provided in the Act, every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit Number and every such description shall be deemed good and sufficient for all purposes.

Section 3. DESCRIPTION AND LOCATION OF UNITS: The Condominium shall consist of seventeen (17) Units as fully described in the exhibits attached hereto and made a part of this Declaration and any amendments thereto. Units shall be constructed pursuant to the plans and specifications submitted by Declarant and approved by the Village of Germantown. Declarant represents that all Units shall be comparable in quality. The seventeen (17) Units are located and to be constructed within the Approved

Building Area as defined herein and as designated on the Condominium Plat, a copy of which is attached hereto, marked Exhibit A and made a part of this Declaration. Construction shall be completed in phases as Units are sold in each building to prospective Unit Owners pursuant to the Plans and Specifications and Building Permits procured by Declarant.

Each Unit will contain central-forced air gas heat, central air conditioning, and water heater. Electricity, minimum 100 AMP service, shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Water and sewer service shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner.

#### Section 4. UNIT FACILITIES AND IMPROVEMENTS:

- (a) Unless otherwise stated or provided herein to the contrary, all improvements within the Approved Building Area shall be considered part of the Unit.
- (b) All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.
- (c) Any utility lines and plumbing equipment located outside of Units are common elements and shall be repaired and maintained by and at the expense of the PRESERVE HEIGHTS CONDOMINIUMS OWNERS ASSOCIATION, INC., except as otherwise provided in this Declaration or the By-Laws of the Association.
- (d) The garage for each Unit shall be considered to be part of the Unit. Garages shall not be conveyed separately from Units. All conveyances of Units shall be deemed to include the conveyance of the garage included in such Unit whether or not the garage is specifically set forth in the document of conveyance.

Section 5. INTERPRETATION OF PLANS: If any portion of the Common or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a Unit, or as a result of settling or shifting of a Unit, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit, Common Elements or Limited Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Unit and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit, Common Element or Limited Common Element.



Section 6. MODIFICATION OF PLANS: Declarant specifically reserves the unilateral right to change, and each Unit Owner, the Condominium Association and all mortgages hereby specifically waive the requirements set forth in Sec. 703.11 of the Act, the layout, location, dimensions and construction details of any Unit, Common and Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Unit, and subject to the following:

- (a) Notwithstanding the above, Declarant reserves the right to change the size and dimension of any Unit to be constructed as presently shown on the Condominium Plat, to larger or small or sizes, at Declarant's sole discretion, providing there shall be no more than 17 Units.
- (b) Declarant reserves the right to increase or decrease the square footage of any Unit, including, but not limited to, the right to increase or decrease the square footage of land area occupied by any Unit, so long as same are within the Approved Building Area.
- (c) Such changes in the size of a Unit shall not increase the total number of Units to be built within this condominium development.
- (d) In the event of any changes, Declarant shall record, as required from time to time, an Addendum to the Plat of this condominium development showing the changes, including location, size and dimensions of said Units with the appropriate designations thereof.

Section 7. UNIT EXPANSION BY UNIT OWNER: (a) As set forth in the Condominium Plat, each Unit Owner shall have the right to expand the patio and deck appurtenant to said Unit Owner's Unit so long as (i) said expansion shall be within the Approved Building Area; (ii) said Unit Owner procures a building permit for same from the Village of Germantown and provides a copy of same to the Association prior to the start of construction; (iii) said Unit Owner records an Amendment to the Condominium Plat if required and provides a copy of said recorded Amendment to the Association within 60 days of the completion of construction and (iv) said Unit Owner otherwise complies with Sec. 703.13 (5m) of the Act.

- (b) Subject to this Declaration and Sec. 703.31(5)(a) of the Act, a Unit Owner may make improvements or alterations to said Unit Owner's Unit which do not affect in any manner, the Common Elements or the Limited Common Elements of the Condominium, provided, however, that all such work shall be performed and all contracts for such work shall be in compliance with this Declaration and the rules established by the Association. No alteration or improvement to the Unit which would affect the Common Elements or Limited Common Elements may be made by any Unit Owner without prior written consent of the Association, notwithstanding the provisions of Section 703.13(5)(a) of the Act. The conditions

for consent shall include, but not be limited to, proper insurance coverages, indemnification from claims for injury to person or property, waivers or indemnification against construction liens and approval by an architect approved by the Association insofar as the work affects Common Elements and Limited Common Elements.

- (c) As depicted on the Condominium Floor Plans and Specifications (Page 2 of Exhibit A), the second floor plan for some of the Type "A" Units may allow for possible, future expansion by the Unit Owner. As a condition to any expansion allowed by this provision, the Unit Owner shall, at Unit Owner's cost and expense, (i) obtain a building permit from the Village of Germantown with a copy of same to the Association prior to the start of construction; (ii) restrict the expansion to that space defined as a Unit and with the Approved Building Area and (iii) record the proper Amendment to the Condominium Plat as may be required, with a copy of said recorded Amendment to the Association within 60 days of completion of construction.

Section 8. CONSTRUCTION IN PHASES: The Units shall not be built at the same time, but rather in phases. It is the intent of Declarant to construct the residential condominium units in stages. The number and stages and start up and completion dates for said construction of the Units are within the sole discretion of Declarant.

### **ARTICLE III**

#### **COMMON ELEMENTS**

Section 1. DESCRIPTION OF COMMON ELEMENTS: The Common Elements shall consist of all of PRESERVE HEIGHTS CONDOMINIUM, except Units, and by way of explanation and not limitation, shall include:

- (a) The land described in this Declaration;
- (b) The common driveways, parking area, signs, private road, Landscape Areas, clubhouse and gazebo located on the land;
- (c) The detention pond and Outlot 6
- (d) All other parts of the property necessary or convenient to its existence, maintenance and safety, are normally common use;
- (e) Installations for providing central services such as power, light, gas heating, sewer and water;

- (f) The walking/bike path as shown on the condominium Plat.
- (g) The Limited Common Elements as defined herein and shown on the Condominium Plat.

Section 2. OWNERSHIP AND USE OF COMMON ELEMENTS: (a) Each Unit Owner shall be entitled to (i) ingress and egress over, upon and across the common area necessary for access to said Unit Owner's Unit; (ii) own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and (iii) except as otherwise limited in this Declaration, have the right to use and enjoy the Common Elements in common with all other Unit Owners for all purposes incident to the use and occupancy of such Owner's Unit as allowed by law and as permitted by this Declaration, all of which said foregoing rights shall be appurtenant to and run with such Unit.

- (b) Each Unit's fractional (also known as its percentage of ownership) ownership in the Common Elements shall be 1/17th.
- (c) The percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the Village of Germantown or to public utilities.
- (d) The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and any Association Rules and Regulations.

Section 3. USE OF COMMON ELEMENTS BY LOT OWNERS OF PRESERVE SUBDIVISION. In addition to all Unit Owners, the Lot Owners of The Preserve subdivision shall have the right to use and enjoy the gazebo and walking/bike path shown on the Condominium Plat. Notwithstanding the foregoing, the Lot Owners of The Preserve subdivision shall have no liability or responsibility for the maintenance or repair of said gazebo and walking/bike path.

Section 4. LIMITATION ON USE OF COMMON ELEMENTS: Except as provided to the contrary in this Declaration, the use of the Common Elements shall be restricted to those Unit Owners who are also "possessors" or "residents" of the Units. A "possessor" or "resident" of the Unit shall refer to either the Tenant having possession of the Unit by virtue of a Lease with the Unit Owner or the Unit Owner occupying and possessing the Unit as said Unit Owner's residence.

Section 5. NO SEVERANCE OF UNIT OWNERSHIP. No Unit Owner may sell, convey or transfer any legal or equitable interest in said Owner's Unit without including the percentage of ownership interest in the Common and Limited Common Elements and facilities and in all assets and liabilities of the Association

appurtenant to said Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

Section 6. EASEMENTS FOR USE OF COMMON AREAS:

- (a) Reservation By Declarant of Right to Grant Easements. The Units subject to these restrictions shall be subject to any easements granted or hereafter to be granted by the undersigned or its successors and assigns and the Association to the Village of Germantown and easements granted or hereafter to be granted or the installation and maintenance of electric power lines and communication lines, gas or other utilities upon, under and over portions of any Unit. The undersigned does hereby reserve for itself and its successors and assigns and the Association and for the benefit of the Village of Germantown and public or semi-public utility companies, the easements and pipes and conduits for the transmission of electricity for lighting, telephone and for other purposes, and for the placing of the necessary attachments in connection therewith for public and private sewers, storm water drains, gas mains, water pipes and mains, and other similar services, and for performing any public or quasi-public utility or function which they or the Village of Germantown may deem fit and proper for the improvement and benefit of the subject Units. Such easements and right-of-way shall be confined, so far as possible, in the area within ten feet of all lot lines, with the necessary right to do whatever may be necessary to carry out the purposes for which this easement is created.

Declarant further reserves for itself and its successors and assigns the right to connect with any of the above-described utility lines, underground pipes, or other conduits together with access to the Condominium Property for such connection.

- (b) Easement for Construction, Access and Maintenance. Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the Subject Property including over and across the roadways described in the Condominium Plat for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the improvements appurtenant to the Condominium Plat. In addition, Declarant reserves for itself, its successors and assigns and for the benefit of purchasers of Units a permanent, non-exclusive easement for ingress and egress over and across said roadways shown on the Plat.
- (c) Easements to Run with the Land. All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and any Unit Owner, purchaser mortgagee and other person having any interest in the Condominium Property or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Property to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

- (d) Easement for Landscape Areas. Declarant hereby reserves and establishes, for the benefit of Declarant, its successors and assigns and the Association, a permanent easement over the Landscape Areas for the maintenance, repair and replacement of the landscape buffer and storm water management facilities located therein. Declarant further reserves for itself and its successors and assigns and the Association, an easement over and through the Subject Property for access to said Landscape Areas for the construction, repair and maintenance thereof. No portion of any Landscape Areas shall be graded or altered in any way.
  
- (e) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. No owner or possessor shall cause to be stored at the premises, any substance defined as a "Hazardous Substance" as defined or designated under Sec. 311 or 307(a) of the Federal Clean Water Act, Superfund Sec. 102, the Federal Resources Conservation and Recovery Act, Sec. 112 of the Federal Clean Air Act and Section 7 of the Federal Toxic Substance Control Act, or any amendments or additions thereto. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements, other than those areas designated by the Association therefore. No clothes line shall be maintained on the Common Elements, and said Common Elements shall not be used for hanging of clothes, rugs or other articles.

Section 7. MAINTENANCE OF COMMON ELEMENTS. Except for the Units and Unit Owner Improvements thereon which shall be the responsibility of each Unit Owner, the management, repair, alteration and improvement of the Common Elements and the Landscape Areas shall be the responsibility of the Association. Each Unit Owner shall pay, as an assessment, a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements and Landscape Areas in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such time as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit as herein provided. In addition to and in furtherance of the foregoing, the Association hereby states and covenants as follows:

- (a) Association shall maintain in good repair the landscaping, natural area, drainage ways and drainage facilities and storm water management facilities, pedestrian trail and other site improvements which have not been dedicated to the Village of Germantown and which are located within and upon the Condominium Property.
  
- (b) The Association shall also be responsible for maintenance of Outlot 6 pursuant to the COOPERATIVE AGREEMENT FOR PERPETUAL MAINTENANCE OF OUTLOT 6 recorded

with the Washington County Register of Deeds office on the 2nd day of September, 2005 as Document No. 1100435 ("Agreement") and as corrected by AFFIDAVIT OF CORRECTION dated September 23, 2005 and recorded in the Office of the Register of Deeds on October 3, 2005 as Document No. 1104040 ("Affidavit"). A copy of said recorded Agreement and Affidavit are attached hereto and marked Exhibits B and C, respectively.

(c) The Association shall also be responsible for storm water management maintenance responsibilities of the detention basin. Said maintenance responsibilities include:

(i) The outlet pipe must be checked monthly to ensure there is no blockage from floating debris or ice, especially the 9-inch orifice on the vertical 24"x36" riser. Any blockage must be removed immediately.

(ii) The rip-rapped channels between the sewer outfalls and the basin must be checked to verify no scouring is occurring under the stone or if runoff is not being contained within the channel. No filling or grading is allowed that may interrupt flows in any way.

(iii) Inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any erosion areas must be repaired immediately to prevent premature sediment build-up in the downstream basin. Erosion matting is recommended for repairing grassed areas.

(iv) If floating algae or weed growth become a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces the regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the water edge for safety and pollutant removal purposes.

(v) When sediment in the main pool area has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent removal first. Failure to remove sediment from the forebay will cause resuspension of previously trapped sediments and increase downstream deposition.

(vi) Periodic mowing of the grass swales will encourage rigorous grass cover and allow better inspections for erosion. Mowing around the basin may attract nuisance populations of geese to the property and is not necessary or recommended.

(vii) Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the Village of Germantown under the provisions listed on this Agreement.

(d) In the event Association shall fail to fulfill Association's obligations set forth herein relative to such maintenance and repair and said failure by the Association threatens the health, safety or welfare of the public at large or the Village of Germantown's ability to provide emergency services to the Unit Owners or possessors thereof, then, the Village of Germantown, after providing not less than ten (10) days written notice to Association of Association's default and the opportunity to cure and failure of Association to initiate said repairs within three (3) business days of receipt said notice of default and repair, the Village of Germantown shall have the right to enter onto the Condominium Property and undertake any and all necessary repairs as deemed appropriate by the Village of Germantown and shall have the right to then specifically assess the Association for the cost and expense of the repairs so performed by the Village of Germantown under and pursuant to this provision. Association shall then levy assessments against each Unit based upon, under and pursuant to this Declaration within thirty (30) days of the date the Association receives the notice of the amount of the assessment from the Village of Germantown. Any assessment levied under and pursuant to this provision shall commence to accrue interest thirty (30) days after being levied against the Unit at an interest rate 1% above the Village of Germantown's then current borrowing rate. This provision shall not be amended nor repealed without the written consent of the Village of Germantown.

Section 8. UTILITIES. Each Unit Owner shall be responsible for payment of the cost of telephone, electric, gas, municipal sanitary sewer and water and all other services and utilities used within or furnished to the Unit. All utilities installed by a Unit Owner such as telephone, cable television, electricity, gas, municipal sewer and water and any other utility service lines, wires, laterals or pipes serving a Unit shall be installed underground.

Section 9. INSURANCE. Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance, at full insurable replacement cost on the Unit and any Unit Owner Improvements and on all personal property within the Unit and (ii) personal liability insurance for all conditions and events occurring within the Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Association, its officers and Directors, the Declarant and their respective employees and agents for damage to the Common Elements, the Units, the Unit Owner improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by some other form of casualty insurance.

Section 10. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided,

however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership between such co-owners.

**ARTICLE IV**  
**LIMITED COMMON ELEMENTS**

Section 1. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: A portion of the Common Elements and facilities, designated as "Limited Common Elements and Facilities," are designated on the Condominium Plat and service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on said Condominium Plat. The exclusive use of said Limited Common Elements shall be reserved by the Owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units and Unit Owners in the condominium. These are the areas immediately in front of garages, patios and decks, balconies, driveways and walkways which service one Unit. Each Unit Owner shall be entitled to the exclusive use and possession of these Limited Common Elements, direct access to which is provided for said Unit Owner's respective Unit, and which is located outside of and adjoining said Unit Owner's respective Unit.

Section 2. PATIOS, DECKS AND PORCHES: (a) All patios, decks and porches, including but not limited to, those covered with a roof or awning and/or enclosed with windows and/or screens, are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, at the time of initial construction of any Unit. After the sale of a Unit by Declarant, or the completion of construction of a Unit, whichever is later, the Unit Owner may, (i) if approved by the Association and in the Association's sole discretion, (ii) subject to such approvals and permits as may be required by the municipality in which the condominium is located and (iii) subject to compliance with the requirements of Sec. 703.13(5m), Wis. Stats., add one or more patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens. Any such patio, deck and/or porch added by a Unit Owner shall be located in the side and/or rear yard of the Unit. No patio, deck or porch shall be added by any Unit Owner without the approval required pursuant to this Declaration. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including any roof or awning covering same, and including any windows or screens enclosing same. A Unit Owner adding a deck, patio and/or porch shall reimburse the Association, upon demand, for all costs and expenses incurred by the Association relating such addition, and/or the approval thereof, including but not limited to the cost of preparing and recording an addendum to the Condominium Plat showing such addition, and, if applicable, Architect's and engineer's fees. Any such costs and expenses not timely paid shall constitute a special assessment against such unit, whether or not the Unit Owner actually proceeds with the construction of the addition. Unless otherwise specifically authorized



by the Association, the Association shall have no liability for repair or maintenance for Unit Owner additions to Limited Common Elements or to said Limited Common Elements once improved by the Unit Owner.

(b) Notwithstanding the provisions set forth in Paragraph (a) of this Section 2, the Condominium Plat depicts an extended area emanating from the patios/decks as Limited Common areas so as to allow for future expansion of the patio or deck by the Unit Owner after initial construction of said patio or deck. In the event of said expansion by the Unit Owner under this provision, the Condominium Plat shall not require an amendment to the Plat. Once any deck or patio is expanded by a Unit Owner pursuant to this Paragraph (b), Section 2 of this Article, all liability and responsibility, financial or otherwise, for the repair and up-keep of said patio or deck shall vest with said Unit Owner.

Section 3. USE. The manner of use of the Limited Common Elements shall be governed by this Declaration, the By-Laws of the Association, and such rules and regulations as may be established by the Association. No Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to this Declaration, the By-Laws and/or the rules and regulations. No major or structural changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate. Patios, terraces, decks or balconies shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, nor shall patios, terraces, decks or balconies be used for the drying or airing of laundry, carpets, rugs or clothing. Furthermore, no grills shall be used or stored on patios, terraces, decks or balconies, unless they are of a type using a cover in place while in use and comply with all applicable municipal ordinances. No clotheslines shall be hung in Common or Limited Common Elements.

Section 4. CONVEYANCE OF LIMITED COMMON ELEMENTS: Any Unit Owner may not convey or lease said Unit Owner's right to use any Limited Common Element pertinent to said Unit Owner's Unit to any other Unit Owner except for parking stalls. The use of the Limited Common Element so conveyed shall thereupon become appurtenant to the Unit owned by the Grantee. Such conveyance shall be upon a form approved for use by the Association and shall be recorded in the office of the Register of Deeds for Washington County. Such instrument shall provide that upon recording the original document it shall be returned to the Secretary of the Association. After such conveyance, the conveying Unit Owner shall have no further right to use the Limited Common Element so conveyed, and Limited Common Element shall thereafter be appurtenant to the Unit owned by the Grantee, as specified in the conveyance form, until further conveyance.

Section 5. IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner shall comply with, among other requirements, set forth herein, Sec. 703.13(5m), Wis. Stats, as to any improvement to a Limited Common Element.

## ARTICLE V

### OTHER PROPERTY RIGHTS AND OBLIGATIONS OF DECLARANT AND UNIT OWNERS

Section 1. USE AND RENTAL OF UNITS: (a) The Units contained therein, and the common and Limited Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and rules and regulations of the Association.

(b) Any Lease or rental agreement for Units shall comply with Sec. 703.315, et. seq., Wis. Stats.

Section 2. USE OF UNITS BY DECLARANT. Until such time as Declarant has sold all of its Units in the condominium, Declarant shall have the right to use any or all unsold Units, and any portion of the common elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The use of a Unit is further subject to the following:

(i) Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, said Unit may be leased provided said Lease shall (1) be in writing signed by the Unit Owner and (2) be for a term of not less than ninety (90) days and (3) specifically obligate the tenant to abide by the terms and conditions of the Declaration, By-Laws and all rules and regulations of the Association. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenant's name or names and telephone number, and such Owner shall notify the Association prior thereto of said Unit Owner's forwarding address and of a telephone number where said Unit Owner can be reached. Any such lease shall not relieve a Unit Owner from any obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation of the Association, and/or rules and regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the Act, By-Laws and/or rules and regulations of the Association.

(ii) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(iii) No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements, without the prior consent of the Association. The Association may establish rules and regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its Units.

(iv) Temporary structures, such as sheds or other storage facilities, are prohibited on Common Elements.

(v) No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

(vi) No rummage or garage type sales shall be conducted in or about any Unit on more than four (4) calendar days in any calendar year.

(vii) Compliance with Sec. 703.315 et. seq., Wis. Stats.

Section 3. USE OF PARKING AND DRIVEWAY AREAS: Parking and driveway areas (including driveways on which parking is allowed), whether designated as a part of a Unit or as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be maintained, repaired, resurfaced or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by said Unit Owner or said Unit Owner's invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: Units shall not be divisible or subject to division or partition.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as may be adopted, from time to time, by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, as may be allowed by and in accordance with the By-Laws and this Declaration, said Unit Owner's right of enjoyment of the Common Elements and facilities to the tenants of said Unit Owner's Unit or contract purchasers of said Unit Owner's Unit and only to said individuals.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or said Unit Owner's contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon and shall be responsible for the cost of repairing or replacing any damage to said Common Elements.

Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber said Unit Owner's own respective Unit, together with said Unit Owner's 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 said Unit Owner's own Unit and said Unit Owner's own respective ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for said Unit Owner's Unit and said Unit Owner's corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin 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 said Unit Owner's proportionate share thereof, the allocation in respect to Common Elements to be in accordance with said Unit Owner's respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay said Unit Owner's share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) of said Unit Owner's share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS: (a) Each Unit Owner shall be responsible for keeping said Unit Owner's Unit, all of its equipment, fixtures and appurtenances, all Unit Owner Improvements and all patios, decks, porches, lamp posts, exterior lighting and mailboxes in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of said Unit Owner's Unit, and all patios, decks and porches, all as may be more fully set forth in the By-Laws

and/or rules and regulations of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior and exterior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connected with, the Unit or the Limited Common Elements appurtenant to the Unit.

- (b) Except as otherwise set forth herein, the Association shall be responsible for the management and control of the common elements and facilities and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the clubhouse and gazebo, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, walks or pedestrian paths, signs, trash/recycling, drives and landscaping. All expenses of the Association, except as otherwise set forth in this Declaration and/or By-Laws, shall be charges to the Unit Owners as a common expense.
- (c) Each Unit Owner shall keep the Limited Common Elements appurtenant to said Unit Owner's Unit, as defined herein and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.
- (d) The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.
- (e) Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of common elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be responsibility of the Unit Owner, and not a common expense of the Association. The delegation of maintenance responsibilities shall be set forth in the By-Laws. The Association, at its option, may establish specific maintenance requirements for said delegated

maintenance responsibilities in its rules and regulations.

- (f) The Association may, by resolution adopted by the affirmative vote of the majority of all member (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, porches, decks, etc.) which affect the exterior appearance of Units in PRESERVE HEIGHTS CONDOMINIUMS, and to charge the expenses for same as a common expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

Section 12. NEGLIGENCE OF UNIT OWNER. If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or an occupant of such Unit, any damage shall be caused to the Common Elements or to a Unit or Unit Owner Improvements owned by others, then such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Association.

Section 13. COMMON SURPLUSES: All common Surpluses shall be credited to Unit Owners' for assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

## ARTICLE VI ASSOCIATION OF UNIT OWNERS AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association and shall remain a member of the Association until such time as ownership of such unit ceases, for any reason, at which time membership shall automatically cease. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by said Unit Owner. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING. The Association shall have two (2) classes of voting membership as follows:

- (a) Class A. Class A members shall be all Units, with the initial exception of Declarant. One (1) vote shall be allowed for each Unit regardless of the number of Unit Owners thereof. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such Owners in the same proportionate interest and by the same type of tenancy in which title to the unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split and fractional votes shall not be cast. Shared membership interest must be voted pursuant to said designation and as further set forth in the By-Laws.
- (b) Class B. Class B members shall be Declarant and shall be entitled to two (2) votes for each Unit (up to 34 votes) owned or to be built by Declarant.

The respective rights and qualifications of the two classes of members shall be as set forth in the By-Laws of the Association.

- (c) Rights of Declarant. Notwithstanding any other provisions herein contained, but except as provided in Section 703.15(d) of the Act, Declarant, its successors and assigns, shall have the right, at its option, to exercise the powers and responsibilities otherwise assigned by this Declaration, the Act or the By-Laws of the Association, until the three (3) years after the first unit is conveyed to a purchaser other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the units, whichever time is earlier. All present and future owners, mortgagees, lessees and occupants of units in the condominium shall be deemed, by acceptance or any deed to or mortgage on any unit or by entering into a Land Contract or Lease affecting a unit or by the act of occupancy of a unit, to agree, approve and consent to the right of Declarant to so control the Association of Unit Owners.

Section 3. UNIT VALUE FOR VOTING: The interest of each Unit shall be 1/17th and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

**ARTICLE VII**  
**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. **THE COMMON ELEMENTS:** The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. **SERVICES:** The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or 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.

Section 3. **PERSONAL PROPERTY FOR COMMON USES:** The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferrer's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosure Unit.

Section 4. **RULES AND REGULATIONS:** The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. **IMPLIED RIGHTS:** The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any right or privilege.

Section 6. **PERSONAL LIABILITY:** NO DIRECTOR or OFFICER of the ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.



**ARTICLE VIII**  
**COVENANT FOR ASSESSMENTS**

Section 1. AGREEMENT TO PAY ASSESSMENT: Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it 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 for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE AND COMPUTATION OF ASSESSMENTS:

- (a) The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.
- (b) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by equal assessments against the owner of each Unit. Subsequent to the first conveyance of a Unit by Declarant to a purchaser, Declarant's obligation for assessments shall be as follows:
  - (i) For each completed Unit owned by Declarant, Declarant shall pay monthly assessments in the Association on the same basis as any other Unit Owner.
  - (ii) For such period of time as there are uncompleted Units in the Condominium owned by Declarant, Declarant shall have the option of either paying monthly assessments to the Association for each uncompleted Unit owned by Declarant on the same basis as any other Unit Owner; or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all owners of completed Units (including Declarant) and the actual monthly expenses incurred by the Association as computed and set forth in Sec. 703.16 (2)(b). Declarant shall be liable for the balance of the actual common expenses.
- (c) For purposes of Declarant's obligations for assessments, a completed Unit shall be a Unit for which the Village of Germantown has issued an occupancy permit. Until such time as a Unit is completed, Declarant, and not the Association, shall be responsible for all insurance premiums and other costs related to such Unit.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from non-collection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Declarant.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and said Unit Owner's Unit for:

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;
- (d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;
- (e) Interest due on General and Special Assessments;
- (f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owners or occupants of a Unit.
- (g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. STATUTORY RESERVE ACCOUNT. Pursuant to the provisions of Sec. 703.163 (4) of the Act, the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

Section 7. LEGAL CONTINGENCY FUND. Each purchaser of a Unit from Declarant or its successors or assigns shall pay to the Association, at time of conveyance of the Unit, for legal contingency fund purposes, a sum equal to \$300.00 or one-seventeenth (1/17th) of \$5,100.00, as required by the Village of Germantown. As long as Declarant is in control of the Association, Declarant shall not use any of said fund to defray Declarant's expenses or construction costs. From time to time as is necessary, the Association shall assess each Unit equally so as to maintain and insure that said legal contingency fund shall remain not less than \$5,100.00.

Section 8. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected Members and any Mortgagee who shall request such notice in writing not less than ten (10) days in advance of the meeting. The presence, at such meeting, of Members or of proxies entitled to cast fifty percent (50%) of all the votes affected shall constitute a quorum.

Section 9. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 10. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the first day of the first month following the conveyance of the such Unit by Declarant, or on the first day of the first month following the actual occupancy of such Unit for residential purposes, whichever occurs first, provided, however, that with respect to any Unit conveyed by Declarant prior to the issuance of an occupancy permit for such Unit, the monthly installments for such Unit shall commence on the first day of the first month following the issuance of an occupancy permit (temporary or final) for such Unit for residential purposes, whichever occurs first. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 11. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit except only for:

- (a) Liens of general and special taxes; and

- (b) A lien for all sums unpaid on a first mortgage, or on any mortgage to Declarant, duly recorded in the Washington County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advance to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument;
- (c) Mechanics lien filed prior to the making of the assessment; and
- (d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wis. Stats.
- (e) Liens under and pursuant to Sec. 292.31(8)(i) or 292.81, Wis. Stats.

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

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

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

Section 12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of said Unit Owner's Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 13. SALE OR CONVEYANCE. The sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth shall extinguish the line of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relive such Unit from liability for any assessments which thereafter become due or from the lien thereof.

Section 14. ADDITIONAL RIGHTS OF LENDERS:

- (a) The holder of any first mortgage or land contract vendor or insurer or guarantor of any first mortgage of a Unit ("claimant"), which has notified the Association in writing delivered or mailed by certified mail to the Registered Agent stated in this Declaration, shall be entitled to receive notice from the Association the following matters:
  - (i) Written notice as to any default or delinquency in the performance by the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor;
  - (ii) Written notice of the call of any meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to the Declaration,

- the Articles of Incorporation of the Association, or by the By-Laws of the Association;
- (iii) Written notice of any damage or destruction to the common elements of the condominium, including the buildings, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding \$10,000.00, at such time as such damage or destruction is known to the Board of Directors.
- (b) Except as provided by the Act in the case of damage to or destruction of all or any part of the property, the Association shall not, unless the mortgagees of at least 75% of the Units have given their prior written consent
- (i) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each unit or the manner of making assessment for common expenses based upon such percentage;
  - (ii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the transfer of the water system to a public or quasi-public body or the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

## ARTICLE IX ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL AUTHORITY: No exterior additions or alterations, including painting or decorating, to the Units, porch, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air-conditioning equipment shall be commenced, erected or maintained except such as are installed or approved by Declarant in connection with the initial preparation of the Unit. Thereafter, no such changes, alterations or additions shall be commenced unless and until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location to the Directors of the Association, or by a representative or representatives designated by the Board of Directors (Architectural Control Committee). In the event the Board of Directors, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Board of Directors or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members

of the Board of Directors nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board of Directors.

Section 2. ANTENNAE: Exterior antennae shall not be allowed to be placed on the Unit. Satellite dishes no greater than 30" in diameter are allowed without the approval of the Architectural Control Committee or its designated representatives.

Section 3. DECLARANT CONTROL: During the period of Declarant control, Declarant shall act as the Architectural Control Committee unless Declarant delegates such function to the Board of Directors.

#### **ARTICLE X** **PARTY WALLS**

NOT APPLICABLE TO THIS CONDOMINIUM PROJECT.

#### **ARTICLE XI** **INSURANCE**

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Common Elements and, as and where appropriate, the Limited Common Elements against loss or damage by fire and such other hazards as the Association may deem desirable, for the right of each Unit Owner to also insure said Unit Owner's own Unit for said Unit Owner's own benefit. The premiums for such insurance on the Common and Limited Common Elements shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms and the Association shall determine consistent with the provision of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association with the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which said Director directs the Board of

Directors to including in such policies for said Director's additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at said Unit Owner's own expense, to provide any additional insurance coverage on said Unit Owner's improvements or on said Unit Owner's Unit which will not duplicate any insurance provided by the Association or Unit Owner.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Limited Common Elements, as appropriate; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provision herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION:

- (a) In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specification of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.
- (b) In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all Unit Owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but



for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association.

Section 5. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the percentage interests in each Unit.

Section 6. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

- (a) Public liability insurance covering the Association and the Board and Members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;
- (b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;
- (c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;
- (d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

## ARTICLE XII NOTICES

All notice and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners

who have an interest therein. Notice and other documents to be served upon Declarant or the Association shall be personally served on the Registered Agent specified for receipt of process or mailed by certified mail, return receipt requested to the Registered Agent as currently identified in this Declaration. All Owners shall provide the Secretary of the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged said Unit Owner's duty with respect to giving of such notice by mailing it or having it delivered personally to such address as is on file with said Secretary. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged said Unit Owner's duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

**ARTICLE XIII**  
**EXCULPATION OF ASSOCIATION LIABILITY**

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

**ARTICLE XIV**  
**EXPANDING CONDOMINIUM**

This condominium project is not expandable.

**ARTICLE XV**  
**GRIEVANCE PROCEDURE**

Section 1. COMPLAINT. The Board of Directors or any Unit Owner may file a written complaint with the Secretary of the Association against another Unit Owner for violation of the Wisconsin Condominium Ownership Act, this Declaration, the By-Laws and any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the Unit Owner complained of by personal delivery or by certified mail, return receipt requested. The Unit Owner complained of may within fifteen (15) days of delivery of or mailing of the notice file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before a Grievance Committee created by the Board of Directors pursuant to this Declaration, to be held not less than 14 nor more than 30 days after delivery or mailing of a notice of hearing to the parties.

Section 2. MAILING. Upon the delivery or mailing of the notice of hearing, the Board of Directors of the Association shall appoint a Grievance Committee. The Grievance Committee shall consist of three Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

Section 3. HEARING. The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining Unit Owner. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and dates relevant to the subject matter of the hearing. The hearing shall be informal and conformity to legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners.

Section 4. DETERMINATION. Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, restrict the right of the defaulting Unit to the use of portions of the Common Elements and/or impose a fine against the defaulting Unit Owner in the amount of \$50.00 for the first violation and \$250.00 for subsequent violations of the same offense, which if not paid within three days shall bear interest at the rate of 18.0% per annum. When imposed, such fine shall constitute a special assessment against the Unit Owner and if unpaid may be foreclosed against the Owner's Unit.

## ARTICLE XVI GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declaration, By-Laws and the rules and regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil activities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the rules and regulations to be charges and assessed against the Owners of Units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collated as n assessment for common expenses, including the foreclosure of a lien therefor.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instance, upon the strict performance of any of the terms, covenants, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. TERMINATION: Pursuant to Sec. 703.28, Wis. Stats. (2003-04), this Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Washington County, Wisconsin.

Section 5. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air-conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

Section 6. BINDING EFFECT: All present and future owners of Units, tenants of such Owners and any other occupants of Units, employees of Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with

the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

Section 7. RULES AND REGULATIONS: Rules and regulations (in addition to the By-Laws) concerning the use of the Units and the common and Limited Common Elements, including provisions concerning the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Unit Owner prior to their effective date.

Section 8. DEDICATION FOR UTILITIES: Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors the right to grant and/or dedicate to the Village of Germantown, Wisconsin, the County of Washington, Wisconsin or public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Village of Germantown or Washington County shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

Section 9. CONSTRUCTION OF TERMS: All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

Section 10. AMENDMENTS: Except as otherwise provided in this Declaration or as hereinafter limited and provided, this Declaration may be amended in the manner allowed by law at the time of the amendment; provided, however, that as long as Declarant owns any unsold Unit, including but not limited to, any and all Units built or unbuilt, no amendment to this Declaration shall be effective unless consented to in writing by Declarant. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any mortgage, without the consent of all such mortgagees.

Any Amendment to this Declaration shall be recorded with the Register of Deeds for Washington County, Wisconsin, and a copy of same shall be sent to the Condominium Owner's Association.

Notwithstanding the foregoing, Declarant reserves and shall have the unilateral right to amend this Declaration, at Declarant's sole discretion, for the purpose of amending or correcting the Condominium Plat.

Section 11. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process and the address for the registered agent, shall be: DALE HILLS, L.L.C.; W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Department of Financial Institutions of the State of Wisconsin and, if required by law, with the Register of Deeds for Washington County, Wisconsin.

Section 12. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 13. CAPTIONS: The Captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

Section 14. RIGHT OF FIRST REFUSAL: The Association shall have no right of first refusal or option to purchase any right, title, share or interest in any Unit, common area, element or fixture, or any property which is subject to this Declaration.

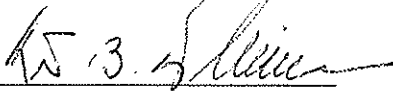
Dated this 17<sup>th</sup> day of February, 2006.

DALE HILLS, L.L.C.

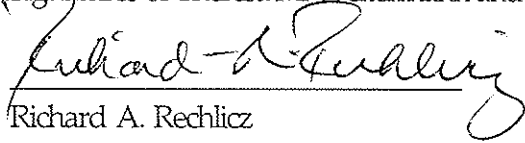
By:   
Theresa M. Weitermann, Member

M&I Marshall & Ilsley Bank, Menomonee Falls, Wisconsin, holder of the Mortgage from M&I Marshall & Ilsley Bank hereby consents to the execution and recording of the foregoing Declaration creating PRESERVE HEIGHTS Condominiums and hereby submits its mortgage to the foregoing Declaration.

M&I MARSHALL & ILSLEY BANK

By:   
Kent B. Eliason, Vice-President

Signatures of Theresa M. Weitemann and Kent B. Eliason authenticated this 17<sup>th</sup> day of February, 2006.

A handwritten signature in cursive script, appearing to read "Richard A. Rechlicz". The signature is written in black ink and is positioned above a horizontal line.

Richard A. Rechlicz

Member State Bar of Wisconsin

State Bar 1016926

THIS INSTRUMENT WAS DRAFTED BY:

Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz, Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

# PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS

WASHINGTON COUNTY, WISCONSIN  
 BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5896 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III, BEING PART OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.  
 TAX KEY: 61NV 261241

NOTE:  
 ALL COMMON ELEMENTS SHALL CONSIST OF ALL THE CONDOMINIUM LAND, IMPROVEMENTS AND APPURTENANCES, ALL SIDEWALKS, WALKING/BIKE PATHS, COMMON LAWN AND LANDSCAPE AREAS, PRIVATE ROAD, ACCESS DRIVEWAYS, GARAGES, CLUBHOUSE AND ALL OTHER PARTS OF THE CONDOMINIUM NECESSARY OR CONVENIENT FOR THE EXISTENCE, MAINTENANCE AND SAFETY OF THE CONDOMINIUM. THE COMMON ELEMENTS SHALL INCLUDE THE OWNERS AND LEASEES, EXCEPT THE INDIVIDUAL UNITS AND ALL AREAS FURTHER DEFINED AS LIMITED COMMON ELEMENTS.

LIMITED COMMON ELEMENTS SHALL CONSIST OF THOSE ELEMENTS WHICH ARE NECESSARY FOR THE PROPER USE, ENJOYMENT AND BEAUTY OF THE UNIT OR UNITS, INCLUDING THE DRIVEWAY AND THE FRONT PORCH, THE FRONT PORCH STAIRS, ALL ELECTRIC, TELEPHONE COMMUNICATION, GAS, WATER AND SEWER LINES OR PIPES WITHIN AND LEADING TO EACH UNIT, THAT PORTION OF EACH DRIVEWAY LEADING TO EACH UNIT'S GARAGE AND EXTENDED AREAS OFF THE PATIOS AND DECKS RESERVED FOR POSSIBLE FUTURE DECK/PATIO EXPANSION.

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS, AND EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONSIDERED AS THE BOUNDARIES OF ANY BUILDING OR COMMON ELEMENT REGARDLESS OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OF SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

UNITS: 1, 3, 4, 5, 6, 7, 11, 13, 14, 15, 16, AND 17 HAVE PARTIAL BASEMENT EXPOSURE.

UNIT DIMENSIONS LOCATED ON SHEET 2.

UNIT #	ADDRESS
1	N110 W14870 PRESERVE HEIGHTS COURT
2	N110 W14870 PRESERVE HEIGHTS COURT
3	N110 W14870 PRESERVE HEIGHTS COURT
4	N110 W14870 PRESERVE HEIGHTS COURT
5	N109 W14568 PRESERVE HEIGHTS COURT
6	N109 W14568 PRESERVE HEIGHTS COURT
7	N109 W14568 PRESERVE HEIGHTS COURT
8	N109 W14568 PRESERVE HEIGHTS COURT
9	N109 W14568 PRESERVE HEIGHTS COURT
10	N109 W14568 PRESERVE HEIGHTS COURT
11	N109 W14568 PRESERVE HEIGHTS COURT
12	N109 W14568 PRESERVE HEIGHTS COURT
13	N109 W14568 PRESERVE HEIGHTS COURT
14	N109 W14568 PRESERVE HEIGHTS COURT
15	N109 W14568 PRESERVE HEIGHTS COURT
16	N109 W14568 PRESERVE HEIGHTS COURT
17	N109 W14568 PRESERVE HEIGHTS COURT
CLUBHOUSE	N110 W14860 PRESERVE HEIGHTS COURT

OWNER:  
 DALE HILLS, L.L.C.  
 W.178N.9912 RIVER CREST DR. SUITE 101  
 GERMANTOWN WI, 53022-4645

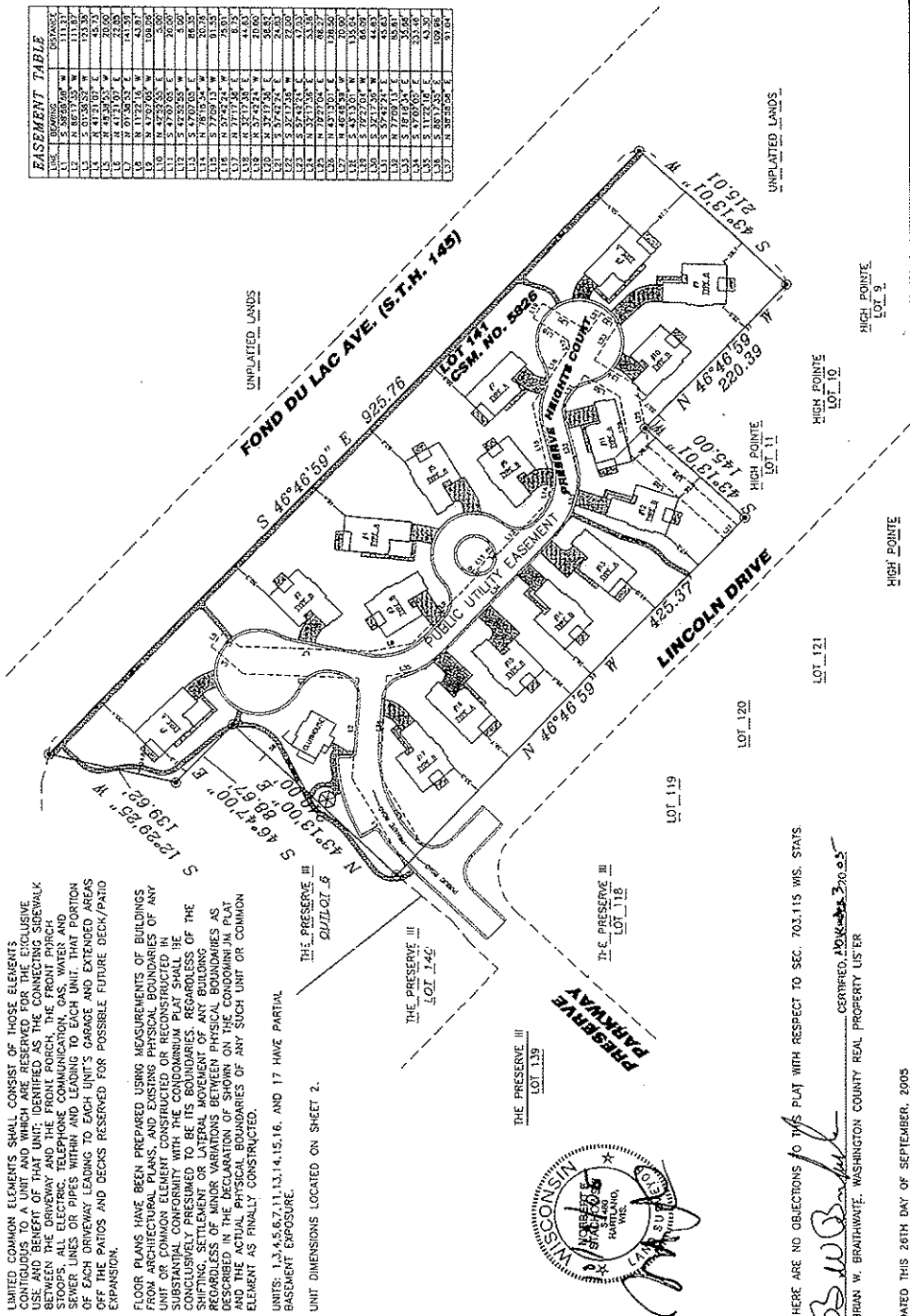
INDICATES LIMITED COMMON ELEMENTS  
 INDICATES COMMON ELEMENTS



THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

LAND TECH ENGINEERING, INC.  
 LAND PLANNING & ENGINEERING CONSULTING  
 120 INDUSTRIAL COUNTY WAREHOUSE BUILDING  
 120 INDUSTRIAL COUNTY WAREHOUSE BUILDING  
 120 INDUSTRIAL COUNTY WAREHOUSE BUILDING

JOB # 04038 EXHIBIT A PAGE 1 OF 3



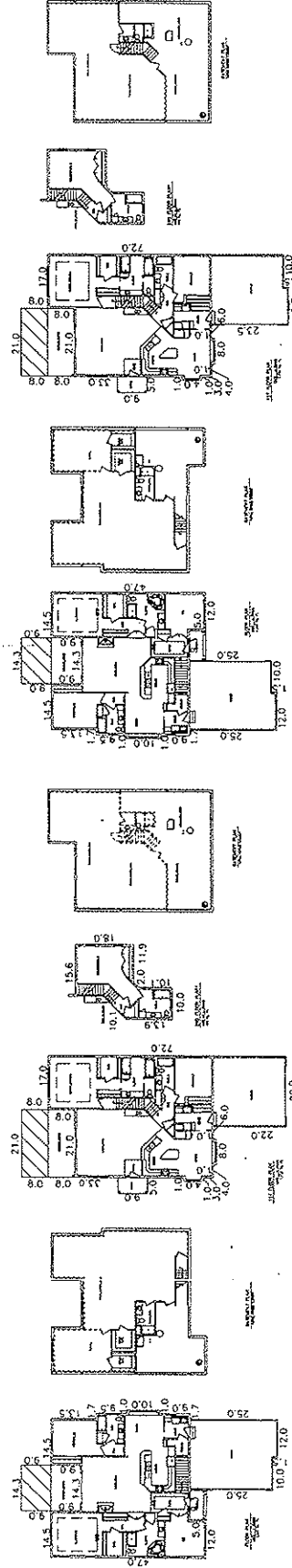
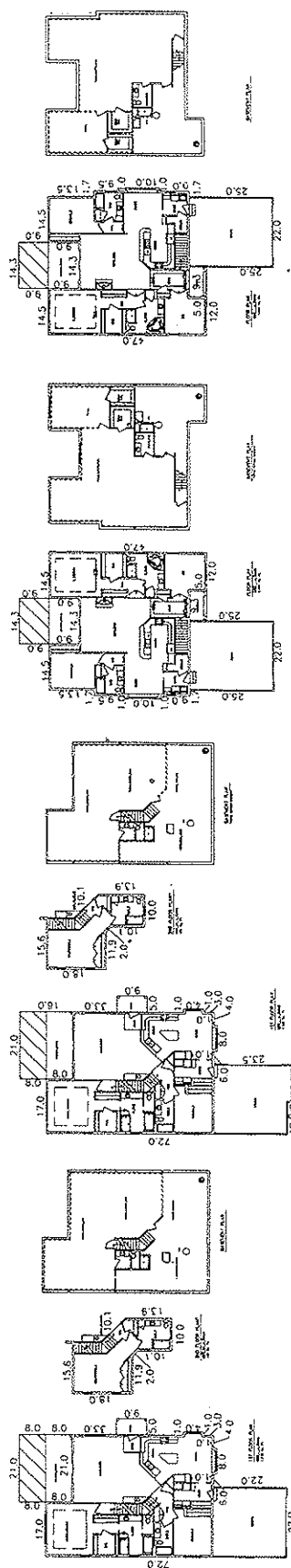
THERE ARE NO OBJECTIONS TO THIS PLAT WITH RESPECT TO SEC. 702.115 WIS. STATS.  
 BRIAN W. BRATHWAITE, WASHINGTON COUNTY REAL PROPERTY LISER

DATED THIS 26TH DAY OF SEPTEMBER, 2005.



# PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

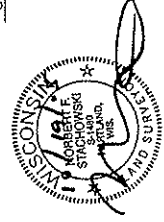
BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF CERAMANTOWN, WASHINGTON COUNTY, WISCONSIN. TAX KEY: G1NY 261241



THIS PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.  
DATED THIS 25TH DAY OF SEPTEMBER, 2005

DENOTES AS FUTURE EXPANSION

• NOTE: 2nd LEVEL FLOOR PLAN FOR POSSIBLE FUTURE EXPANSIONS



**LAND TECH ENGINEERING, INC.**  
LAND PLANNING • ENGINEERING CONSULTING  
701 INDUSTRIAL COURT, SUITE B, WAUKESHA, WI 53090  
TEL: (262) 536-7600 FAX: (262) 536-2525

JOB # 04038 EXHIBIT A PAGE 2 OF 3

# PLAT OF CONDOMINIUM PERSERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III BEING PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 26 TOWN 9 NORTH RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN. TAX KEY: GTAV 281241

**LEGAL DESCRIPTION**

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 26 TOWN 9 NORTH RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 141, SAID POINT BEING THE PLACE OF BEGINNING OF LARGES HEREINAFTER DESCRIBED:  
 RUNNING THENCE SOUTH 43°13'01" WEST, 215.01 FEET TO A POINT; THENCE NORTH 46°46'59" WEST, 210.39 FEET TO A POINT; THENCE SOUTH 43°13'01" WEST, 145.00 FEET TO A POINT; THENCE NORTH 46°46'59" WEST, 545.37 FEET TO A POINT; THENCE NORTH 43°13'00" EAST, 240.00 FEET TO A POINT; THENCE SOUTH 46°47'00" EAST, 86.87 FEET TO A POINT; THENCE SOUTH 12°29'25" WEST, 139.82 FEET TO A POINT; THENCE SOUTH 46°46'59" EAST, 923.76 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 5.94 ACRES MORE OR LESS

PREPARED BY NORBERT F. STACHOWSKI S-11480

STATE OF WISCONSIN )  
 COUNTY OF WASHINGTON ) ss

I, NORBERT F. STACHOWSKI, BEING DULY SWORN, ON OATH DEPOSES AND STATES AS FOLLOWS:

1. THAT I AM A DULY LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF WISCONSIN.
2. THAT EXHIBIT "A", PAGE 1, WHICH IS ATTACHED TO THE ABOVE AND FOREGOING RECORD, IS A CORRECT REPRESENTATION OF THE CONDOMINIUM PLANS DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.
3. THAT EXHIBIT "A", PAGE 2, SHOWS THE FLOOR PLANS OF THE RESPECTIVE UNITS, THAT THE BUILDING UNITS SHOWN THEREON ARE THE BUILDINGS AS FOLLOWS: BUILDINGS 1, 4, 7, 8, 11, 13, AND 16 IS 42134 SQUARE FEET, THE AREA OF TYPE B BUILDINGS ARE AS FOLLOWS: BUILDINGS 2, 3, 5, 6, 9, 10, 12, 14, 15, 17, IS 41807 SQUARE FEET.
4. THAT EXHIBIT "A", PAGE 3 IS THE LEGAL DESCRIPTION OF PERSERVE HEIGHTS CONDOMINIUMS.
5. THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

*Norbert F. Stachowski*  
 NORBERT F. STACHOWSKI, S-11480  
 DATE: October 19, 2005



**COOPERATIVE AGREEMENT  
FOR  
PERPETUAL MAINTENANCE  
OF OUTLOT 6  
AND LANDSCAPE BERM**

DOC#: 1100435

Recorded  
SEP. 02, 2005 AT 09:30:00AM  
SHARON A. MARTIN  
REGISTER OF DEEDS  
WASHINGTON COUNTY, WI  
Fee Amount: \$15.00

COPY

1513

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

AGREEMENT, entered into by and between PRESERVE HEIGHTS CONDOMINIUMS OWNER'S ASSOCIATION, INC., a Wisconsin non-profit corporation (hereinafter referred to as "Preserve Heights"), THE PRESERVE AT GERMANTOWN HOME OWNER'S ASSOCIATION, a Wisconsin unincorporated association (hereinafter referred to as "Preserve at Germantown") and DALE HILLS, L.L.C., a Wisconsin limited liability company (hereinafter referred to as "Dale Hills"):

WHEREAS, Dale Hills is the Owner/Developer of the development known as Preserve Heights Subdivision Development and shall be the Declarant for the condominium project known as Preserve Heights Condominiums;

WHEREAS, The Preserve is a 141 lot subdivision development, the final third phase of which was recorded with the Washington County Register of Deeds as Document No. 862007 (hereinafter referred to as "Preserve Plat");

WHEREAS, said Preserve Plat creates, among other items, (i) a certain detention basin identified as Outlot 6 on said Preserve Plat (hereinafter referred to as "Outlot 6") and Lot 141, which is reserved and dedicated for submission to Chapter 703, Wis. Stats., for the development of Preserve Heights Condominiums and (ii) a landscape buffer berm along Lincoln Drive;

WHEREAS, the current maintenance, lawn care, annual fountain electric usage bills, fountain installation, removal, storage and maintenance and upkeep of and landscaping for Outlot 6 (hereinafter collectively referred to as "maintenance") is the responsibility of Preserve at Germantown, as is set forth in the Deed Restrictions for The Preserve recorded with the Washington County Register of Deeds as Document No. 693592; and

WHEREAS, the Village of Germantown (hereinafter referred to as "Village"), as a condition to the continued development of this project, requires, among other items, that Dale Hills provide for the joint and several maintenance of Outlot 6 between Preserve Heights and Preserve at Germantown;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That, the maintenance of Outlot 6 shall be the joint and several responsibility of Preserve Heights and Preserve at Germantown. This liability shall commence not later than January 1, 2006. Preserve Heights shall perform the maintenance and shall indemnify Preserve at Germantown from any cost or expense arising from Preserve Heights' failure to maintain in accordance with this Agreement.

2. That, the Declaration of Condominium Ownership dedicating and submitting Lot 141 to Chapter 703, Wis. Stats., shall, among other items, contain a provision imposing liability for maintenance of Outlot 6 upon Preserve at Germantown. For purposes of this Agreement, liability shall generally be defined to include whatever costs and expenses are incurred in compliance and in furtherance of this Agreement.

3. That, in the event the Village determines that Outlot 6 is not being maintained in accordance with this

Agreement and that the public interest requires compliance, the Village may insure compliance in the manner described herein by taking action and levying charges against Preserve Heights and Preserve at Germantown as follows:

A. In the event the Village shall determine that deficiencies or breach of this Agreement exist and that public interest requires compliance, the Village shall give written notice of the deficiencies to the Registered Agents for Preserve Heights and Preserve at Germantown. Said Associations shall have the time specified in the notice to rectify deficiencies and if said deficiencies are not rectified within the time prescribed, the Village shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions noticed. The cost of such work or services shall be the liability of all members of Preserve Heights and The Preserve at Germantown, and it shall be sufficient notice and billing to all such members for the Village to send an itemized billing statement to the members as a group by first class mail, in care of the Preserve Heights and The Preserve at Germantown by their respective Registered Agents or Associations. In the event that such billing remains unpaid for more than thirty (30) days, the Village shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as unpaid charges for services in accordance with Section 66.0627, Wis. Stats., or as unpaid special assessments in accordance with Sec. 66.0703., Wis. Stats., against all members of the Preserve Heights and The Preserve at Germantown. Said Members do hereby specifically consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by state statutes for levying of special charges.

B. This Agreement imposes no liability of any kind whatsoever upon the Village. The Members of Preserve Heights and Preserve at Germantown agree to hold harmless the Village, its board members, employees, agents, officers and staff from and against any and all costs, damages, loss, claims, suits, liability or award which may arise, come out of or be brought or incurred or assessed because of the existence of any action or failure to act with respect to the maintenance of Outlot 6 or because of any adverse affect upon any person or property related or alleged to be related to storm water detention and Outlot 6 or if any storm water management facilities fail to operate properly. The Village shall have the right to defend any such claim and the Members of Preserve Heights and Preserve at Germantown shall reimburse the Village for any and all actual costs and/or expenses incurred in defending said action, including but not limited to, reasonable attorney fees.

4. That, this Agreement shall be recorded with the Washington County Register of Deeds and shall constitute a covenant running with the land on both the property which is the subject of the recorded Plat of The Preserve Subdivision.

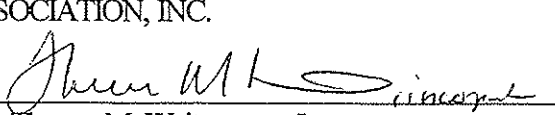
5. Preserve Heights and Preserve at Germantown shall have all rights and remedies provided in law or in equity to enforce the provisions of this Cooperative Agreement against the other party, including, but not limited to, submission of the matter to the Circuit Court of Washington County, Wisconsin upon breach thereof by either party.

This Agreement shall be binding upon all parties hereto, their respective successors, respective officers, agents, directors or assigns.

DALE HILLS, L.L.C.

PRESERVE HEIGHTS CONDOMINIUMS OWNER'S ASSOCIATION, INC.

By:   
Scott J. Bence, Member

By:   
Theresa M. Weitermann, Incorporator

Signatures of Scott J. Bence and Theresa M. Weitemann authenticated this 31st day of August, 2005.

Richard A. Rechlicz

Richard A. Rechlicz  
Member, State Bar of Wisconsin  
State Bar No. 1016926

THE PRESERVE AT GERMANTOWN  
HOME OWNER'S ASSOCIATION

By: Ron Heinzelmman  
Ron Heinzelmman, President

By: Paul R. Seifert  
Paul R. Seifert, Secretary

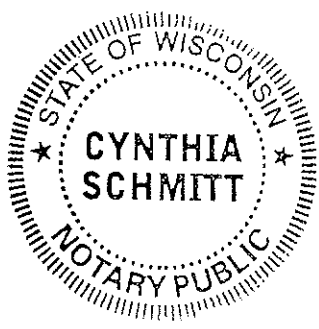
COPY

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF Washington )

Personally came before me, this 25 day of August, 2005, Ron Heinzelmman, to me known to be the person who executed the foregoing instrument and acknowledged same.

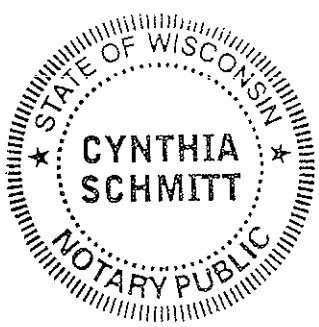
Cynthia Schmitt  
Cynthia Schmitt (print name)  
Notary Public, State of Wisconsin  
My Commission 4/19/09



STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF Washington )

Personally came before me, this 25 day of August, 2005, Paul R. Seifert, to me known to be the person who executed the foregoing instrument and acknowledged same.

Cynthia Schmitt  
Cynthia Schmitt (print name)  
Notary Public, State of Wisconsin  
My Commission 4/19/09



This Instrument Was Drafted By:  
Richard A. Rechlicz, Esq.  
LADEWIG, RECHLICZ & IGGENS  
State Bar No. 1016926  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

AFFIDAVIT OF CORRECTION

DOC#: 1-104040

Recorded  
OCT. 03, 2005 AT 09:30:00AM  
SHARON A. MARTIN  
REGISTER OF DEEDS  
WASHINGTON COUNTY, WI  
Fee Amount: \$19.00

RICHARD A. RECHLICZ, being first duly sworn on oath, states as follows:

1. That, Affiant is a licensed practicing attorney in the State of Wisconsin doing business at Ladewig, Rechlicz & Iggens, LLP located at N88 W15125 Main Street; Menomonee Falls, Wisconsin 53051, State Bar No. 1016926.

2. That, Affiant represents DALE HILLS, L.L.C. ("Dale Hills"), the Developer/Declarant of the projects known as The Preserve Subdivision consisting of three (3) phases and Preserve Heights Condominiums, respectively.

3. That, Affiant, on behalf of Dale Hills, prepared a certain Cooperative Agreement for Perpetual Maintenance of Outlot 6 and Landscape Berm ("Agreement"), which said Agreement was recorded with the Office of the Register of Deeds for Washington County on September 2, 2005 as Document No. 1100435.

4. That, an error was discovered in said recorded Agreement in failing to provide the legal descriptions to the three (3) phases of The Preserve Subdivision and the legal description of Preserve Heights Condominiums.

5. That, attached hereto and marked as appropriate are the following:

- A. Exhibit 1: Legal description for The Preserve (Phase I).
- B. Exhibit 2: Legal description for The Preserve II.
- C. Exhibit 3: Legal description for The Preserve III.
- D. Exhibit 4: Legal description of Preserve Heights Condominiums.

The purpose of this affidavit is to provide the legal descriptions for the three (3) phases of The Preserve Subdivision and for Preserve Heights Condominiums pertaining and referred to in said Agreement.

Dated this 23rd day of September, 2005.

*Richard A. Rechlicz*  
Richard A. Rechlicz

Subscribed to and sworn before me this 23rd day of September, 2005.

*Lori A. Betlinski*

Lori A. Betlinski  
Notary Public, State of Wisconsin  
My commission expires 1/20/08



This instrument was drafted by:  
Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
262-251-2245

COPY

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

Exhibit 1

Legal Description

FOR THE PRESERVE

"THE PRESERVE", being a subdivision of a part of the Southeast 1/4 and Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88 degrees 26' 16" East along the South line of the said Northwest 1/4 Section, 485.00 feet to a point in the Southeast corner of "Bel Aire" and the place of beginning of lands hereinafter described:

Continuing thence North 01 degrees 33' 44" West along the East line of "Bel Aire", 193.00 feet to a point; thence North 48 degrees 26' 16" East along the East line of "Bel Aire", 164.00 feet to a point; thence North 02 degrees 21' 51" East along the East line of "Bel Aire", 461.74 feet to a point in the South line of "Pilgrim Estates"; thence North 88 degrees 17' 49" East along the South line of "Pilgrim Estates", 603.43 feet to a point in the Southeast corner of "Pilgrim Estates"; thence North 01 degree 45' 56" West along the East line of "Pilgrim Estates", 150.00 feet to a point in the South line of Lyle Lane; thence North 88 degrees 17' 49" East along the South line of Lyle Lane, 61.36 feet to a point; thence North 01 degrees 42' 11" West 60.00 feet to a point in a curve; thence Southeasterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears South 74 degrees 04' 21.5" East, 139.32 feet to a point; thence North 50 degrees 40' 00" East, 232.91 feet to a point; thence South 39 degrees 20' 00" East, 112.85 feet to a point; thence Due South, 364.15 feet to a point; thence South 46 degrees 09' 27" East, 134.40 feet to a point; thence South 68 degrees 40' 00" East, 166.43 feet to a point in a curve thence Southwesterly, 90.99 feet along the arc of said curve, whose center lies to the Northwest, whose radius is 305.00 feet and whose chord bear South 29 degrees 52' 47.5" West, 90.65 feet to a point; thence South 54 degrees 18' 13" East, 234.55 feet to a point; thence South 72 degrees 09' 20" East, 99.49 feet to a point; thence North 88 degrees 29' 31" East, 341.74 feet to a point; thence North 78 degrees 25' 29" East, 115.93 feet to a point in the East line of "High Pointe"; thence South 02 degrees 04' 59" East along the East line of "High Pointe" 225.28 feet to a point in the Southeast corner of the said Northwest 1/4 Section and the Northwest corner of "Heritage Hills Addition No. 1"; Thence South 02 degrees 04' 19" East along the East line of the Southwest 1/4 of Section 26, and the West line of "Heritage Hills Addition No. 1", 994.74 feet to a point; thence South 88 degrees 26' 39" West, 1315.72 feet to a point; thence North 01 degrees 46' 58" West, 994.56 feet to a point in the South line of the Northwest 1/4 of Section 26; thence South 88 degrees 26' 16" West along the South line of the said Northwest 1/4 Section, 825.70 feet to the point of beginning.

Containing 57.96 acres more or less.

Excepting therefrom those parts described for public street purposes.

## LEGAL DESCRIPTION FOR THE PRESERVE II

"The Preserve II", Being a subdivision of a part of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 26, T. 9 N., R. 20 E., Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of Section 26, running thence North 88°26'16" East along the South line of the said 1/4 Section, 2621.40 feet to the Southeast corner of the Northwest 1/4 of Section 26; thence North 02°04'59" East along the East line of the said Northwest 1/4 Section, 225.28 feet to a point in the West line of "High Pointe"; thence running along the North line of "The Preserve" The following courses: South 78°25'29" West, 115.93 feet to a point, thence South 88°29'31" West 341.74 feet to a point; thence North 72°09'20" West, 99.49 feet to a point; thence North 54°18'13" West, 95.74 feet to the place of beginning of lands hereinafter described:

Continuing along the North and East lines of "The Preserve" The following courses: North 54°18'13" West, 138.82 feet, to a point in a curve; thence Northeasterly, 90.99 feet along the arc of said curve, whose radius is 305.00 feet and whose chord bears North 29°52'47.5" East, 90.65 feet; North 68°40'00" West, 166.43 feet North; 46°09'27" West, 134.40 feet; North 00°00'00" West, 364.15 feet; North 39°20'00" West, 112.85 feet; South 50°40'00" West, 232.91 feet to a point in a curve; thence Northwesterly, 141.54 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 230.00 feet and whose chord bears North 74°04'21.5" West, 139.32 feet to a corner point of the Preserve; thence North 01°49'12" West, 1162.58 feet to a point; thence North 88°30'06" East, 331.10 feet to a point; thence North 01°35'56" West, 306.49 feet to a point in the centerline of Fond Du Lac Avenue; thence South 68°48'59" East along the centerline of Fond Du Lac Avenue, 1100.73 feet to a point of curve; thence Southeasterly, 456.94 feet along the arc of said curve whose center lies to the Southwest, whose radius is 1188.24 feet and whose chord bears South 57°47'59" East 454.13 feet, thence South 43°13'01" West, 60.00 feet to a point; thence North 76°14'16" West, 31.97 feet to a point; thence South 89°58'36" West, 31.05 feet to a point; thence South 45°34'41" West, 62.13 feet to a point; thence South 19°09'23" West, 75.64 feet to a point; thence South 43°57'58" West, 112.02 feet to a point; thence South 39°43'13" West, 41.64 feet to a point; thence South 31°31'12" West, 52.82 feet to a point, thence South 47°24'03" West, 54.54 feet to a point; thence South 28°09'34" West, 86.14 feet to a point; thence South 22°14'53" West, 75.83 feet to a point; thence South 82°20'07" West, 99.44 feet to a point; thence South 85°58'14" West, 83.29 feet to a point; thence North 74°47'19" West, 55.13 feet to a point; thence North 86°52'54" West, 162.16 feet to a point; thence South 01°00'00" West, 226.36 feet to a point in the South line of "Preserve Parkway" and the point of a curve; thence Southwesterly, 60.48 feet along the arc of said curve, whose center lies to the Southeast, whose radius is 270.00 feet and whose chord bears South 84°35'00" West 60.35 feet; thence South 11°50'00" East, 125.71 feet to a point, thence South 23°45'12" West, 128.32 feet to a point; thence South 08°07'38" East, 163.44 feet to a point; thence South 15°10'00" West, 190.00 feet to a point in a curve, thence Southeasterly, 40.59 feet along the arc of said curve, whose center lies to the Southwest, whose radius is 350.00 feet, and whose chord bears South 71°30'40" East, 40.56 feet to a point; thence South 30°22'57" West, 201.84 feet to the point of beginning.

Containing 42.11 acres more or less

Excepting therefrom those parts described for public street purposes.



## LEGAL DESCRIPTION FOR THE PRESERVE III

"The Preserve III", Being a subdivision of a part of the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 26, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, being more particularly bounded and described as follows:

Commencing at the Southeast corner of the Northwest 1/4 of Section 26, running thence North 02°04'59" West along the East line of said 1/4 Section, 225.28 feet to the place of beginning of lands hereinafter described:

Thence along the North lines of "High Pointe" the following courses; North 33°14'57" East, 514.11 feet, thence North 43°13'01" East, 594.84 feet to a corner point of "High Pointe", thence along the North line of "High Pointe" South 46°46'58" East, 220.39 feet to a corner point of "High Pointe", thence North 43°13'01" East, 275.01 feet to a point in the centerline of State Highway 145; thence along said centerline of state highway 145 North 46°46'59" West 925.76 feet to a point; thence South 43°13'01" West, 60.00 feet to a point on the east line of "The Preserve II"; thence along lines of "The Preserve II" the following courses; North 76°14'18" West, 31.97 feet; thence South 89°58'36" West, 31.05 feet to a point; thence South 45°34'41" West, 62.13 feet to a point; thence South 19°09'23" West 75.64 feet to a point; thence South 43°57'58" West, 112.02 feet to a point; thence South 39°43'13" West 41.84 feet to a point; thence South 31°31'12" West 52.82 feet to a point; thence South 47°24'03" West 54.54 feet to a point; thence South 28°09'34" West 86.14 feet to a point; thence South 22°14'53" West 75.83 feet to a point; thence South 82°20'07" West 99.43 feet to a point; thence South 85°58'15" West 83.29 feet to a point; thence North 74°47'19" West 55.13 feet to a point; thence North 86°52'54" West 162.16 feet to a corner point of "The Preserve II"; thence along the East line of "The Preserve II" the following courses: South 01°00'00" West 228.38 feet to a point on a curve; thence Southwesterly 60.48 feet along the arc of said curve, whose radius is 270.00 feet and whose chord bears South 84°35'00" West 60.35 feet, to a corner point of "The Preserve II"; thence South 11°50'00" East 125.71 feet to a point; thence South 23°45'12" West 128.32 feet to a point; thence South 08°07'38" East 163.45 feet to a point; thence South 15°10'00" West 190.00 feet to a point on a curve; thence 40.59 feet along the arc of said curve, whose radius is 350.00 feet and whose chord bears South 71°30'34" East 40.57 feet to a corner point of "The Preserve II"; thence along the East line of "The Preserve II" the following course: South 30°22'57" West 202.21 feet to a corner point of "The Preserve"; thence along the North line of "The Preserve" the following courses: South 54°18'13" East 95.74 feet to a point; thence South 72°09'20" East 99.49 feet to a point; thence North 88°29'31" East 341.74 feet to a point; thence North 78°25'29" East 115.93 feet to the point of beginning.

Containing 29.62 acres more or less.

## EXHIBIT 4

## LEGAL DESCRIPTION OF PRESERVE

## HEIGHTS CONDOMINIUMS

Being all that part of Lot 141 of Certified Survey Map No. 5826 being a part of Lots 140, 141 and Outlot 6 of The Preserve III, being part of the Southwest 1/4, of the Northwest 1/4, of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Commencing at the Southeast corner of said Lot 141, said point being the place of beginning of lands hereinafter described:

Running thence South  $43^{\circ}13'01''$  West, 215.01 feet to a point; thence North  $46^{\circ}46'59''$  West, 220.39 feet to a point; thence South  $43^{\circ}13'01''$  West, 145.00 feet to a point; thence North  $46^{\circ}46'59''$  West, 545.37 feet to a point; thence North  $43^{\circ}13'00''$  East, 240.00 feet to a point; thence South  $46^{\circ}47'00''$  East, 88.67 feet to a point; thence South  $12^{\circ}29'25''$  West, 139.62 feet to a point; thence South  $46^{\circ}79'59''$  East, 925.76 feet to the point of beginning.

Containing 5.94 acres more or less.

**BY-LAWS  
OF  
PRESERVE HEIGHTS CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.**

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**BY-LAWS**  
**OF**  
**PRESERVE HEIGHTS CONDOMINIUMS**  
**OWNER'S ASSOCIATION, INC.**

**ARTICLE I**  
**GENERAL PURPOSE, NAME AND LOCATION**

Section 1. PURPOSE: Pursuant to the Declaration of Condominium for PRESERVE HEIGHTS CONDOMINIUMS recorded as Document No. \_\_\_\_\_ in the Office of the Register of Deeds, in and for Washington County, Wisconsin and any amendments thereto (hereinafter the "Declaration"), the following terms, conditions and provisions are adopted as the By-Laws (hereinafter the "By-Laws") of the Association of Unit Owners for PRESERVE HEIGHTS CONDOMINIUMS (hereinafter the "Association") which shall govern the administration of all real estate and improvements subjected to the condominium form of use and ownership (hereinafter the "Subject Property") in accordance with the Declaration and the Condominium Ownership Act for the State of Wisconsin (hereinafter the "Act") as may be amended from time to time.

Section 2. NAME AND LOCATION: The name of the Association shall be PRESERVE HEIGHTS CONDOMINIUMS OWNER'S ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be W178N9912 Rivercrest Drive, Suite 101; Germantown, Wisconsin, 53022. Meetings of Members and Directors may be held at other places within the State of Wisconsin and as may be determined from time to time.

Section 3. PERSONS SUBJECT TO BY-LAWS: These By-Laws shall govern and bind all Unit Owners, joint Owners, mortgagees and other encumbrancers and their respective heirs, personal representatives, successors, assigns, and lessees, as well as all other persons occupying or having any legal or equitable interest in the Subject Property in any way whatsoever and all licensees and shall be deemed covenants running with the land.

**ARTICLE II**  
**DEFINITIONS**

Section 1. ASSOCIATION: Shall mean and refer to PRESERVE HEIGHTS CONDOMINIUMS OWNER'S ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 Wis. Stats., its successors and assigns.

Section 2. COMMON ELEMENTS: Shall mean and refer, unless otherwise provided in the Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in the Condominium Plat, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

Section 3. DECLARANT: Shall mean and refer to DALE HILLS, L.L.C., a Wisconsin limited liability company. Declarant may also be referred to as Developer.

Section 4. DECLARATION: Shall mean and refer to the Declaration of Condominium Ownership applicable to the Subject Property to be recorded in the office of the Register of Deeds for Washington County, Wisconsin, and any supplements or amendments thereto as provided in said Declaration.

Section 5. MEMBER: Shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 6. REFERENCE TO DECLARATION: The terms defined or referred to in the Declaration are hereby adopted for these By-Laws (and any amendments hereto); and all terms defined by the Act are also adopted for these By-Laws except as modified, inconsistent with or otherwise defined by the Declaration or these By-Laws.

Section 7. SUBJECT PROPERTY: Shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 8. UNIT: Shall mean and refer to any Unit shown upon the recorded Condominium Plat.

Section 9. UNIT OWNER shall refer to and mean the record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Unit Owner.

## **ARTICLE III**

### **ASSOCIATION MEMBERSHIP**

Section 1. MEMBERSHIP. Every Owner of a Unit shall be entitled and required to be a member of the Association and shall remain a member of the Association until such time as ownership of such Unit ceases, for any reason, at which time membership shall automatically cease. If title to a Unit is held by more than one person, each of such persons shall be Members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Declarant may be a Member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

## **ARTICLE IV**

### **VOTING AND MEETING**

Section 1. VOTING The Association shall have two (2) classes of voting members and the rights and qualifications of the Members are as follows:

- (a) Class A Members:
  - (i) Defined. Class A Members shall be all Unit Owners, with the initial exception of Declarant, and each Owner shall have one (1) vote for each Unit owned.
  - (ii) One Membership per Unit. One (1) Class A Membership (evidenced by a Certificate of Membership in the Association, if issued) and one (1) vote shall exist for each Unit, excepting those Units owned by Declarant. An Owner shall be entitled to one (1) vote for each Unit owned, and there shall be only one vote in the Association pertaining to each Unit. If more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast. There shall be no splitting of a single vote and factional votes shall not be cast. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the other owners of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.
  - (iii) Membership Roster.
    - (1.) Every Unit shall furnish the Association with name, Unit number and current mailing address and name of the person designated to vote said Unit interest. Each Unit Owner shall be responsible for furnishing to the Secretary the information necessary for the Association to maintain an up-to-date Membership Roster, without the necessity of any inquiry or request being made by the Secretary. In the event a Unit Owner's mailing address should be changed, the Unit Owner shall notify the Association, in writing, of such change. No Unit Owner may vote at meetings of the Association until such information is furnished. The Association shall maintain a current Membership Roster showing an alphabetical list of the names of all Members entitled to notice of each meeting, which shall include the Unit Owners of each Unit, mailing addresses and the person so designated being entitled to cast a vote in person or by proxy and the name and address of any person, firm or entity from which the Association has received proper notice of demand for notice of meetings.



- (2.) A Designee may be appointed by joint Owners of a Unit to vote and receive notices on behalf of the joint Owners and the Association shall at all times be entitled to rely upon the authority of such Designee; and all joint Owners shall be bound by the Designee's vote and other actions. The appointment of such a Designee shall be made by written notice signed by each of the joint Owners and delivered to the Secretary of the Association stating the name, address and telephone number of such Designee and that the Designee is thereby appointed to vote and receive all notices on behalf of all joint Owners of the Unit. The authority of such a Designee may be revoked or a new Designee appointed at any time by written notice delivered to the Secretary signed by all joint Owners. A designation may be changed by notice, in writing, to the Secretary of the Association signed by a majority of the persons having ownership interest in the unit.
- (3.) Pursuant to Sec. 703.10(4), Wis. Stats., in the event the Association files a Statement of Condominium Lien on a Unit for failure to pay assessments or other expenses, the Unit Owner or Owners and their Designee shall be prohibited from voting at any membership meeting unless and until the amount necessary to release said lien has been paid at the time of said membership meeting.
- (iv) Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer including the name and current mailing address of the new owner or owners, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership Roster effective as of the date of said transfer.
- (v) All notices required to be given to a Unit Owner shall be deemed to have been duly given:
  - (1.) At the time of personal delivery to the Unit Owner or one of the joint Owners or the Designee of joint Owners; or
  - (2.) 72 hours after mailing within the State of Wisconsin by regular or certified mail to the Unit Owner's or Designee's mailing address shown in the Membership List.
- (b) Class B Members:
  - (i) Defined. Class B Members shall be the Declarant which shall be entitled to one (1) membership and two (2) votes for each Unit owned or to be created by Declarant, (up to 34 votes). Each Class B membership shall cease and be converted to a Class A membership upon transfer by Declarant of the Unit to which said Class B membership appertains.

- (ii) Rights of Declarant. Declarant shall be entitled to two (2) votes for each Unit owned or to be built and shall have the right, at Declarant's option, to exercise any and all powers and responsibility otherwise assigned by the Declaration, the Act or the By-Laws to the Association or its officers and Declarant shall have sufficient votes to constitute a majority of votes until Declarant's Units are sold; provided, further, that, pursuant to Sec. 703.15(c), Wis. Stats., Declarant's control shall cease the earlier of (a) ten (10) years in the case of an expandable condominium; (b) three (3) years from the date the first Unit is conveyed to any person other than Declarant or (c) thirty (30) days after the conveyance of 75% of the common element interest to purchasers. Notwithstanding the foregoing, if there is another Unit Owner other than Declarant, the Declaration may not be amended to increase the scope or period of Declarant's control. Each owner of a condominium Unit in the condominium shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

## **ARTICLE V**

### **MEETING OF MEMBERS**

Section 1. ANNUAL MEETING: The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event less than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held on such date as may be determined each year by the Board of Directors, provided such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING: Special meeting of the Members shall be held whenever called by the Board of Directors or by the President and such meeting must be called by said officer and Board of Directors upon receipt of a written request signed by Members who are entitled to vote twenty-five percent (25%) of all of the votes, with such request specifying the purpose of such meeting.

Section 3. PLACE OF MEETING: Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally, by facsimile or by mail at least ten (10) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence at the meeting, in person or by proxy, of twenty-five percent (25%) of the Units entitled to cast votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these

By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 6. PROXIES: All proxies shall be in writing and filed with and delivered to the Association pursuant to the Declaration. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee), shall be revocable and shall automatically cease upon conveyance by the Member of said Member's Unit.

Section 7. ACTION BY WRITTEN CONSENT:

(a) Pursuant to Sec. 181.0704, Wis. Stats., Members may take action by written consent without a meeting if said action is approved by at least 80% of those Members entitled to vote. The action must be evidenced by one or more written consents describing the action taken, signed by the required number of Members and delivered to the Association for inclusion in the minutes or filing with the Association records. All signatures on the written consent shall be dated and, in determining whether the required number of Members have signed the consent, only those signatures dated after the date of the most recent meeting of the Members may be counted.

(b) If not otherwise determined under Section. 181.0160 or 181.0707, Wis. Stats., the record date for determining Members entitled to take action without a meeting is the date on which the first Member signs the consent under Section 7(a) of this Article V.

(c) A consent signed under this Section has the effect of a meeting vote and may be described as such in any document filed with the Association.

(d) Written notice of Member approval under this Section shall be given to all Members who have not signed the written consent. If written notice is required, Member approval under this Section shall be effective ten (10) days after such written notice is given.

Section 8. ACTION BY WRITTEN BALLOT.

(a) Any action that may be taken at an annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter.

(b) A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(c) Approval by written ballot under this Section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present 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.

- (d) A solicitation for votes by written ballot shall include all of the following:
  - (i) The number of responses needed to meet the quorum requirements.
  - (ii) The percentage of approvals necessary to approve each matter other than election of directors.
  - (iii) The time by which a ballot must be received by the Association in order to be counted.

(e) A written ballot may not be revoked unless written notice of said revocation is received by any Director or the Secretary of the Association prior to the actual vote on the proposed action.

Section 9. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under the Act, the Declaration, or these By-Laws.

Section 10. ORDER OF BUSINESS: The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of Directors (when applicable).
- (g) Unfinished business.
- (h) New business.

Section 11. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 12. DECLARANT'S CONTROL: Except as provided in ARTICLE VI, Section 1, below, Declarant, or a person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease the earlier of three (3) years from the date the first Unit is conveyed to a purchaser other than Declarant or thirty (30) days after the conveyance of 75% of the common element interest to purchasers.

Section 13. RIGHTS OF DECLARANT PRIOR TO TRANSFER: As long as the Declarant shall own any Unit except for a Unit which Declarant is using as a office, Declarant may use the Common Elements and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model unit, showing of property and erecting and maintaining signs of the Common Area.

Section 14. MISCELLANEOUS: The President of the Association, or the Vice-President in the President's absence, shall preside at the meetings of the Association, the Secretary of the Association shall keep the minute book for recording the resolutions of the Association and shall count the votes at meetings of the Association.

## **ARTICLE VI**

### **BOARD OF DIRECTORS**

Section 1. APPOINTMENT AND ELECTION OF INITIAL BOARD OF DIRECTORS: The affairs of this Association shall be managed by a Board of Directors. Such Board shall be created and its member appointed or elected, as the case may be, as follows:

- (a) The initial Board of Directors shall consist of three (3) persons, appoint by Declarant, who need not be members of the Association, to serve until control of the Association passes to the Unit Owners pursuant to terms of the Declaration.
- (b) Notwithstanding the foregoing and pursuant to Sec. 703.14(2)(c)2, prior to the conveyance twenty-five percent (25%) of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors. For purposes of the foregoing, the calculation of percentage of Common Element interest conveyed to purchasers shall be based on the percentage of undivided interest conveyed to purchasers shall be based on the percentage of undivided interest appertaining to each unit, including but not limited to any and all units not yet annexed to the project which Declarant has the right to annex pursuant to the Declaration.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. After control of the Association passes to the Unit Owners pursuant to terms of the Declaration, the Board of Directors shall consist of three (3) persons. The Directors shall be to be classified with respect to the terms for which they severally hold office as set forth in Section 3 of this Article VI. Not more than one member of the Board of Directors may be a person is not a member of the Association. In the event that any member of the Association is not a natural person, the appointee of such member of the Association may be a member of the Board of Directors, and such appointee shall not constitute a non-member for purposes of the foregoing provision.

Section 3. ELECTION AND TERM OF OFFICE: (a) At the first annual meeting of the Association after Association control passes to the Unit Owners, the members shall elect three (3) directors to the classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

- (i) One Director whose term will expire at the first annual meeting of the Association after said Director's election, or at such time as said Director's successor is duly elected and qualified (Class "A" Director).

- (ii) One Director whose term will expire at the second annual meeting of the Association after said Director's election, or at such time as said Director's successor is duly elected and qualified (Class "B" Director).
  - (iii) One Director whose term will expire at the third annual meeting of the Association after said Director's election, or at such time as said Director's successor is duly elected and qualified (Class "C" Director).
- (b) The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.
- (c) Any person interested in serving on the Board of Directors must notify the Board of Directors, in writing, of their interest at least thirty days prior to the annual meeting. The list of nominees shall be mailed with the notice of the annual meeting and the election shall be held at such annual meeting.

Section 4. REMOVAL: At any meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

Section 5. VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

Section 6. ANNUAL MEETING AND NOTICE: An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

Section 7. REGULAR MEETINGS AND NOTICE: The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 7 days written notice to each Directors, given personally or by mail or facsimile transmission.

Section 8. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President or Secretary of the Association, or by two (2) Directors, after not less than seventy-two (72) hours notice to each Director, such notice shall be given personally, by fax or by mail, which notice shall state the time, place and purpose of such meeting.

Section 9. QUORUM: A majority of the Directors in office immediately preceding the commencement of a meeting shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting (at which a quorum is present) is held within ten (10) business days after the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

Section 10. WAIVER OF NOTICE: Any Member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by said Director of the time and place thereof. If all the Members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. ACTION TAKEN WITHOUT A MEETING: Pursuant to Sec. 181.0821, Wis. Stats., the Directors shall have the right to take any action in the absence of a meeting which said Directors could take at a meeting by obtaining the written approval of all the Directors then in office. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 12. COMPENSATION: No Director shall receive compensation for any service said Director may render to the Association as such. However, any Director may be reimbursed for said Director's actual expenses incurred in the performance of said Director's duties.

Section 13. BONDS: The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

Section 14. POWERS OF THE BOARD OF DIRECTORS: In addition to other powers as shall be necessary for the administration of the affairs of the Association and is allowed by the Act, the Declaration, the Articles of Incorporation and these By-Laws, the Directors shall have the power to:

- (a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;
- (b) Employ and dismiss employees and agents;
- (c) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by Declarant prior to transfer of control of the affairs of the Association to the Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;

- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) Sue on behalf of all Unit Owners;
- (g) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (h) Adopt and amend rules and regulations covering the details of the operation and use of the property;
- (i) Open bank accounts on behalf of the property and to designate the signatories required therefor;
- (j) Purchase, lease, or otherwise acquire in the name of the Association, or its agent, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Association;
- (k) Purchase Units at foreclosure or other judicial sales in the name of the Association, or its agent, corporate or otherwise, on behalf of all Unit Owners;
- (l) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Directors), or otherwise dealing with Units acquired by the Association;
- (m) Organize corporations to act as agents of the Association in acquiring title to or leasing of Units on behalf of all Unit Owners.
- (n) Create any committees to assist in the management and operation of the Association. The number of members on any committee created shall be determined by the Board of Directors at the time of the creation of said committee.
- (o) Borrow money and acquire and convey property on behalf of the Association, provided, however, that any single Association loan, acquisition, or conveyance, involving the sum of \$10,000.00 or more, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose.

Section 15. DUTIES OF THE BOARD OF DIRECTORS: In addition to other duties as shall be required by the Act, the Declaration and these By-Laws for the administration of the affairs of the Association, it shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by fifty (50%) of the Members who are entitled to vote;



- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.
- (d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;
- (f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Elements to be maintained;
- (h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;
- (i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on the Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full.
- (j) Grant easements through or over Common Elements;
- (k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the Property;
- (l) Make contracts and incur liabilities in connection with the operation of the Property;
- (m) Maintain a current Membership Roster containing the names and addresses of Unit Owners and other parties of notice to which all notices shall be sent;
- (n) Deny the right to vote at an Association meeting to an Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

## **ARTICLE VII**

### **OFFICERS AND THEIR DUTIES**

At the time of the establishment of the Owner's Association, there shall be no Officers. The Board of Directors may, at their discretion and pursuant to law, elect Officers of the Corporation. Said officers and their duties shall be as follows:

- (a) The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annual by the Board of Directors, and such other officers as the Board of Directors may from time to time be resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any officer may be removed, either with or without cause, and said Director's successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.
- (b) **President.** The President shall be selected from among the members of the Board of Directors and shall be the Chief Executive Officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors and shall have the general powers and duties to sign, together with any officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may be delegated by the Board of Directors.
- (c) **Vice-President.** The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon the Vice-President by the Board of Directors.
- (d) **Secretary.** The Secretary shall (i) keep the minutes of all meetings of the Board of Directors and of the Association; (ii) have charge of the Association's books and records, and (iii) in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership Roster and, if so required by the Board, the issuance of membership certificates for the Association.
- (e) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and

assessment made by the Association. The Treasurer shall count votes at meetings of the Association.

## **ARTICLE VIII** **COMMITTEES**

Declarant may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose, including but not limited to, a Nominating Committee for the election of Members to the Board of Directors and officers of the Association.

## **ARTICLE IX** **LIABILITY AND INDEMNITY** **OF** **DIRECTORS AND OFFICERS**

Section 1. **LIABILITY.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by said Director as a Director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent man would have exercised or used under the circumstances in the conduct of said persons own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which said person had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which said person may be entitled as a matter of law. The Board of Directors may provide Directors' and officers' liability insurance in such amounts and such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

Section 2. **INDEMNITY:** Every person who is or was a Director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon said Director in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which said Director is made, threatened to be made a party by reason of said Director being or having been such Director or officer, except as to matters as to which said Director shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of said Director's duty as such Director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, taken or not taken in said Director's capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, Directors or employees may be entitled as a matter of law.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Members or any Mortgagee. The Declaration, Articles of Incorporation and the By-Laws as well as annual reports of the Association shall be available for inspection by any Member or any Mortgagee at the principal office of the Association. Copies may be purchased at a reasonable cost.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each Unit Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wis. Stats. to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Elements or abandonment of said Unit Owner's Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any annual assessment becomes delinquent, the privilege of paying such assessments in installments shall be terminated, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment is of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

## **ARTICLE XII**

### **ABATEMENT AND ENJOINING OF VIOLATIONS**

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-laws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

## **ARTICLE XIII**

### **SALE OF UNITS**

Section 1. SALES: No Unit Owner may sell said Owner's Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of said Unit Owner's Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its agent, on behalf of all Unit Owners, or the interest of the Unit Owner in the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interest".

Section 2. APPROVAL OF PURCHASE: The Association may not purchase a Unit without first obtaining the approval of the majority of Unit Owners present in person or by proxy, at a special meeting called for that purpose.

Section 3. FINANCING OF PURCHASE OF UNITS BY ASSOCIATION: Acquisition of Units by the Association, or its agent, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each Unit Owner in proportion to said Unit Owner's ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Association may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be acquired by the Association.

Section 4. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY ASSOCIATION: In the event that a Unit shall be acquired by the Association or its agent on behalf of all Unit Owners as tenants-in-common all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 5. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease said Unit Owner's Unit unless and until said Unit Owner shall have paid in full to the Association all unpaid common and special charges theretofore assessed by the Board of Directors against said Unit Owner's Unit and until said Unit Owner shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 6. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

## ARTICLE XIV

### PETS

Section 1. PETS: (a) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in any of the Common Elements, except that caged birds, fish and not more than a total of 2 dogs, 2 cats or a combination of both up to 2 (2 dogs, or 1 dog and 1 cat or 2 cats) may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

(b) Pet Rules and Regulations.

(i) Size and Weight. There shall be no size or weight restrictions regarding pets with respect to this condominium project.

(ii) Leashes. Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.

(iii) Waste. The Unit Owners shall be responsible for the proper disposal of the pet's waste, without regard to their control over the pet at the time or location of the waste.

(iv) Exercise. If the Board designates an area of the Common Element as a "pets area," then pets shall be exercised only within this area. Such designation shall not operate to diminish the Unit Owner's responsibility under (iii) hereof.

(v) Behavior. Unit Owners are responsible for the behavior of pet occupying their Unit and any handler thereof.

(vi) Housing. Pets shall be housed exclusively within Units. No exterior pens or cages shall be allowed.

(vii) Licenses. Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association within 10 days after issuance by the municipality.

(viii) Noises. All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.

(ix) Insurance. No dogs or cats shall be allowed unless the Unit Owner provides continuous proof to the Association, in the form of an insurance binder or policy, confirming that the Unit Owner has liability insurance in effect providing coverage for actions of the pet. Uninsured dogs and cats and uninsurable dogs and cats are prohibited.

(c) Any violation of the foregoing shall constitute cause for the Association to require and order that the Unit Owner remove the pet which is the subject of the violation(s).

## **ARTICLE XV**

### **CONFLICTS**

These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

- (a) The provisions of the Act control over the provisions of the Declaration, the Plat, and the By-Laws;
- (b) The provision of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;
- (c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;
- (d) The provisions of the Articles control over the provisions of these By-Laws.

## **ARTICLE XVI**

### **FISCAL YEAR**

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

## **ARTICLE XVII**

### **TRANSFER FEE**

The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the condominium Association as a part of the rules and regulations. The transfer fee shall not be charge on initial sales by the Developer.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

Section 1. CORPORATE SEAL: The Association shall not have a seal; and where a seal is required, there may be a notation thereon to the effect that the Association has no seal.

Section 2. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

## **ARTICLE XIX**

### **AMENDMENTS**

These By-Laws may be amended, altered or replaced by an instrument (i) signed by Declarant alone at any time prior to the conveyance of twenty-five (25%) percent of the Units, provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or Members and (ii) thereafter, at any meeting of the members, called for such purpose, in the manner required by law at the time of the Amendment. As of the date of the formation of the Association, Sec. 703.10(5), Wis. Stats., provides that the By-Laws may be amended by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

Notwithstanding the foregoing, no amendment, repeal or alteration of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.



**ARTICLES OF INCORPORATION  
OF  
PRESERVE HEIGHTS CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.**

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United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



## NOTIFICATION OF REPORTING REQUIREMENTS

provided pursuant to sec. 181.0203(3), Wis. Stats.

### **Regulation of Charitable Organizations.**

A nonstock, non-profit corporation operating as a "charitable organization" and soliciting contributions, may be subject to regulation under sec. 440.42 of the Wisconsin Statutes and may be obliged to register and file reports with the Department of Regulation and Licensing.

Information on the annual registration requirement, registration statement, annual financial report, audit requirement, acceptance of other information, exemptions from registration, reporting tax exemption or organizational changes, contracts and contribution limits may be obtained from the

Department of Regulation and Licensing  
Bureau of Direct Licensing and Real Estate  
P O Box 8935  
Madison Wisconsin 53708-8935  
Phone (608) 266-5511, Extension 441 or 442

STATE DEPT OF  
FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN

ARTICLES OF  
INCORPORATION  
OF  
PRESERVE HEIGHTS  
CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.

2004 NOV 16 AM 9:07

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.

The undersigned, being an adult resident of the State of Wisconsin acting as incorporator under the Wisconsin Nonstock Corporation Law, Chapter 181 of Wisconsin Statutes, adopts the following Articles of Incorporation:

ARTICLE 1  
Name

The name of the Association is PRESERVE HEIGHTS CONDOMINIUMS OWNER'S ASSOCIATION, INC.

ARTICLE 2  
Period of Existence

The period of existence shall be perpetual.

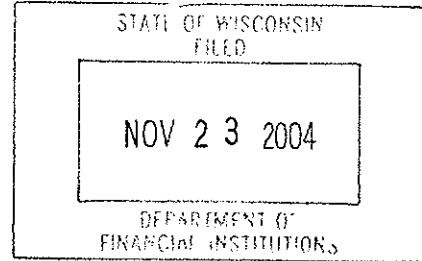
ARTICLE 3  
Definitions

The Undersigned hereby adopts and incorporates herein by reference as though fully set forth herein at length, the "Definitions" as set forth in Section 703.02, Wis. Stats. (1993-94).

ARTICLE 4  
Purposes

The purposes shall be as follows:

- (a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property located in the Village of Germantown, Washington County, Wisconsin and specifically described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the occupant within said property;
- (b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Condominium Ownership; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, rent, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;



ATTORNEY RICHARD A. RECHLICZ  
N88 W15125 Main St.  
Menomonee Falls, WI 53051

- (d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the office of the Register of Deeds for Washington County, Wisconsin;
- (e) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for PRESERVE HEIGHTS CONDOMINIUMS, as recorded in the Office of the Register of Deeds for Washington County, Wisconsin (hereinafter referred to as "Declaration");
- (f) To borrow money, and with the assent of seventy-five percent (75%) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (g) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by all of the Unit Owners and their Mortgagees, where applicable, pursuant to Section 703.13(4), Wis. Stats.
- (h) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of voting members;
- (i) To engage in lawful activity within the purposes for which a nonstock, non-profit corporation may be organized and to have and to exercise any and all powers, rights and privileges a Wisconsin nonstock, non-profit corporation may now or hereafter have or exercise, all under Chapter 181, Wis. Stats.

## ARTICLE 5

### Members

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership shall be as set forth in the By-Laws of the corporation. The corporation may, as set forth in the By-Laws of the corporation, issue certificates evidencing membership in the corporation.

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

## ARTICLE 6

### Powers

The corporation shall have all of the powers of a nonstock corporation as presently enumerated in the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes and all powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as statutes may be hereafter amended.

ARTICLE 7  
Principal Office and Registered Agent

The location of the initial principal office of the corporation shall be W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022, and the initial registered agent at such address shall be Theresa M. Weitemann, Member of DALE HILLS, L.L.C..

ARTICLE 8  
Directors

The number of Directors of the corporation shall be as fixed in the By-Laws but in no event shall be less than three (3), who need not be members of the Association. The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

ARTICLE 9  
Names and address of initial Board of Directors

Theresa M. Weitemann	W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022
Brian J. Bence	W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022
Scott J. Bence	W178 N9912 Rivercrest Drive, Suite 101; Germantown, WI 53022

ARTICLE 10  
Voting Rights

All Owners of a Unit shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. Vote shall not be cast as split or fractional votes. Prior to the time of any meeting at which a vote is to be taken, all co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Declarant shall be entitled to two (2) votes for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Declarant's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

ARTICLE 11  
Stock, Dividends, Dissolution

The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

The corporation shall not have or issue shares of stock, no dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purpose.

ARTICLE 12  
Amendment

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 13  
Name and Address of Incorporator

The name and address of the incorporator is:


NAME	ADDRESS
Theresa M. Weitemann	W178 N9912 Rivercrest Drive, Suite 101 Germantown, WI 53022

Executed in duplicate on the 12 day of November, 2004.

All incorporators  
SIGN HERE

  
\_\_\_\_\_  
Theresa M. Weitemann

Signature of Theresa M. Weitemann authenticated this 15th day of November, 2004.

  
\_\_\_\_\_  
Richard A. Rechlicz  
Member, State Bar of Wisconsin  
State Bar No. 1016926

This Document Was Drafted By:

Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggen  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

## Exhibit A

### Legal Description

BEING ALL THAT PART OF LOT 141 OF THE PRESERVE III BEING A PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST ¼ SECTION, RUNNING THENCE NORTH 02°04'59" WEST, 225.28 FEET TO A POINT; THENCE NORTH 33°14'57" EAST, 514.11 FEET TO A POINT; THENCE NORTH 43°13'01" EAST, 449.64 FEET TO THE POINT OF BEGINNING THEREINAFTER DESCRIBED:

RUNNING THENCE NORTH 46°46'59" WEST, 425.37 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY, 126.382 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 120.00 FEET AND WHOSE CHORD BEARS NORTH 77°03'29.5 WEST, 121.00 FEET TO A POINT; THENCE NORTH 18°16'56" WEST, 17.64 FEET TO A POINT; THENCE NORTH 43°13'00" EAST, 292.58 FEET TO A POINT; THENCE NORTH 46°47'00" WEST, 203.67 FEET TO A POINT; THENCE NORTH 19°09'23" EAST, 22.94 FEET TO A POINT; THENCE NORTH 45°34'41" EAST, 62.12 FEET TO A POINT; THENCE NORTH 89°58'36" EAST, 31.05 FEET TO A POINT; THENCE SOUTH 76°14'16" EAST, 31.97 FEET TO A POINT; THENCE SOUTH 46°46'59" EAST, 925.76 FEET TO A POINT; THENCE SOUTH 43°13'01" WEST, 215.01 FEET TO A POINT; THENCE SOUTH 46°46'59" EAST, 220.39 FEET TO A POINT; THENCE SOUTH 43°13'01" WEST, 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.22 ACRES MORE OR LESS

Tax Key No. GINV 261 241

**PROJECTED BUDGET  
FOR  
PRESERVE HEIGHTS CONDOMINIUMS  
OWNER'S ASSOCIATION, INC.**

Lawn/Snow Care & Salting	\$28,000.00
Electric for Sign & Street Pole Lights	\$525.00
Insurance	\$888.00
Clubhouse/Gazebo	\$1,840.00
Legal, Accounting & Office Expense	\$1,000.00
Maintenance, Repairs & Supplies	\$576.00
Private Road Maintenance	\$150.00
Asphalt Seal Coat Driveways	\$885.00
Trash Service	\$1,836.00

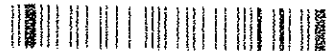
The foregoing projected budget is based on the Declarant's assessment of the costs and expenses to be incurred by the Association as of the date of drafting. This assessment is based on costs and expenses, where available, and on the Declarant's assessment estimates where information is not available. In Declarant's opinion the proposed budget is reasonable and adequate, under existing circumstances, and the estimated annual assessment will be sufficient to meet the normal anticipated operating expense of the Association in its initial year of operation. However, because of the possibility of unforeseen changes in the economy, or increases or decreases in the expenses of operation, this projected budget is not intended to be a representation, guarantee or warranty of any kind whatsoever or an assurance that the actual expenses and income of the Association for any period of operation may not vary from the amounts shown in the projected budget or that the Association may not incur additional expenses, or that the annual assessment for any period may not vary from the amount shown in this projected budget. The Association's Board of Directors may provide for reserves not reflected in this budget. It may be expected, based on current trends, that such items as maintenance, repair, labor, insurance premiums and other related expenses will change in the future.

Based on the projected budget, the estimated assessment per Unit is \$2,100.00 payable in monthly installments of \$175.00.



STATUTORY RESERVE  
ACCOUNT STATEMENT

DOC# 1119216



Recorded  
MAR. 02, 2006 AT 03:20:00PM  
SHARON A MARTIN, REGISTER OF DEEDS  
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$11.00

WHEREAS, DALE HILLS, L.L.C. (hereinafter referred to as "Developer/Declarant") has subjected certain property hereinafter described to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats., by the recording of a certain DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR PRESERVE HEIGHTS CONDOMINIUMS, same being recorded with the office of the Register of Deeds for Washington County, Wisconsin on 3-2-06, 2005 as Document No. 1119215;

NOW, THEREFORE, pursuant to Section 703.163(3)(c), Wis. Stats., Declarant hereby elects not to establish a statutory reserve account per Sec. 703.163(3)(a).

The real estate which is the subject of this document is located in the Village of Germantown, Washington County, Wisconsin and more particularly described as follows:

11-1  
Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

Tax Key No. GTNV 261241

Being all that part of Lot 141 of Certified Survey Map No. 5826 being a part of Lots 140, 141 and Outlot 6 of The Preserve III, being part of the Southwest 1/4, of the Northwest 1/4, of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Commencing at the Southeast corner of said Lot 141, said point being the place of beginning of lands hereinafter described:


Running thence South 43°13'01" West, 215.01 feet to a point; thence North 46°46'59" West, 220.39 feet to a point; thence South 43°13'01" West, 145.00 feet to a point; thence North 46°46'59" West, 545.37 feet to a point; thence North 43°13'00" East, 240.00 feet to a point; thence South 46°47'00" East, 88.67 feet to a point; thence South 12°29'25" West, 139.62 feet to a point; thence South 46°79'59" East, 925.76 feet to the point of beginning. Containing 5.94 acres more or less.

Dated this 22nd day of February, 2006.

DALE HILLS, L.L.C.

By:   
Theresa M. Weitermann, Member

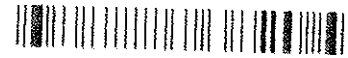
Signature of Theresa M. Weitermann authenticated this 22nd day of February, 2006.

  
Sharon K. Iggens  
Member, State Bar of Wisconsin  
State Bar No. 1020712

THIS INSTRUMENT WAS DRAFTED BY:  
RICHARD A. RECHLICZ, ESQ.  
LADEWIG, RECHLICZ & IGGENS, LLP  
(262) 251-2245

AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
FOR  
PRESERVE HEIGHTS  
CONDOMINIUMS

DOC# 1155271



Recorded  
MAR. 22, 2007 AT 12:30PM  
SHARON A MARTIN, REGISTER OF DEEDS  
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$21.00

21-6

THIS ELECTION AND AMENDMENT, made this 13th day of March, 2007 by DALE HILLS, L.L.C. (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF PRESERVE HEIGHTS CONDOMINIUMS (hereinafter referred to as "Declaration"), which was recorded on the 2nd day of March, 2006 in the Washington County Register of Deeds as Document No. 1119216 and pertaining to that certain real estate described in the Condominium Plat for Preserve Heights Condominiums and marked Exhibit A to said original document, more particularly described as follows:

Being all that part of Lot 141 of Certified Survey Map No. 5826 being a part of Lots 140, 141 and Outlot 6 of The Preserve III, being part of the Southwest 1/4, of the Northwest 1/4, of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

Commencing at the Southeast corner of said Lot 141, said point being the place of beginning of lands hereinafter described:

Running thence South 43°13'01" West, 215.01 feet to a point; thence North 46°46'59" West, 220.39 feet to a point; thence South 43°13'01" West, 145.00 feet to a point; thence North 46°46'59" West, 545.37 feet to a point; thence North 43°13'00" East, 240.00 feet to a point; thence South 46°47'00" East, 88.67 feet to a point; thence South 12°29'25" West, 139.62 feet to a point; thence South 46°79'59" East, 925.76 feet to the point of beginning.

Containing 5.94 acres more or less.

WHEREAS, no clubhouse shall be constructed within this project;

WHEREAS, Articles III and XI pertaining to insurance requires amending to otherwise clarify said clauses so as to comply with Sec. 703.17, Wis. Stats.; and

WHEREAS, pursuant to said Declaration, Declarant desires to record this Amendment to said Declaration;

NOW, THEREFORE, under and pursuant to Article II, Section 7(c) of the Declaration of Condominium Ownership for Preserve Heights Condominiums, Declarant hereby provides and records written notice of and amends the Declaration of Condominium Ownership for Preserve Heights Condominiums as follows:

1. Article III, Section 9 shall be deleted and replaced with the following:

Section 9. INSURANCE. Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance on said Owner's Unit and any Unit Owner Improvements and on all personal property within said

Owner's Unit which is compatible with Article XI, Sections 1 and 2 hereof and (ii) personal liability insurance for all conditions and events occurring within said Owner's Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Association, its officers and Directors, the Declarant and their respective employees and agents for damage to the Common Elements, the Units, the Unit Owner improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by some other form of casualty insurance.

2. Article XI, Section 1 shall be deleted and replaced with the following Paragraph:

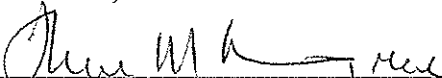
Section 1. OBLIGATION OF ASSOCIATION: Pursuant to Sec. 703.17, Wis. Stats, the Association, shall obtain insurance for the Property against loss or damage by fire and such other hazards for not less than the full replacement value of the property insured and a liability policy covering all claims insured against provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure said Unit Owner's Unit for personal benefit. The premiums for such insurance on the Common and Limited Common Elements shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms and the Association shall determine consistent with the provision of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid.

3. Any reference to "clubhouse" shall be deleted from the Declaration and Plat including, but not limited to, Article III, Section 1(b) and Article V, Section 11(b) and page A-39 as there shall be no clubhouse constructed as a part of this condominium development. A copy of revised Page A-39 removing the clubhouse from the Condominium Plat is attached hereto, same being incorporated herein by reference.

4. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Units 8, 13 and 16 have elected to have the optional second floor constructed pursuant to the rights and privileges set forth in Article II, Sections 7(a) through (c), inclusive, of said Declaration.

IN WITNESS WHEREOF, Declarant, pursuant to Article II, Section 7(c) of said Declaration has caused this Amendment to the Declaration of Condominium Ownership for Preserve Heights Condominiums to be executed and signed this 13th day of March, 2007.

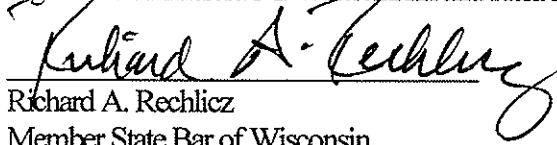
DALE HILLS, L.L.C.

By:   
Theresa M. Weitermann, Member

M&I MARSHALL & ILSLEY BANK (Mortgagee)

By:   
Kent B. Eliason, Vice-President

Signatures of Theresa M. Weitemann and Kent B. Eliason authenticated this 14 day of March, 2007.



Richard A. Rechlicz  
Member State Bar of Wisconsin  
State Bar 1016926

This instrument was drafted by:

Richard A. Rechlicz, Esq.  
LADEWIG, RECHLICZ & IGGENS, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

# ADDENDUM TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5326 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III, BEING PART OF THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF WASHINGTON COUNTY, WISCONSIN.  
TAX KEY: STW 261241

NOTE:  
ALL COMMON ELEMENTS SHALL CONSIST OF ALL THE CONDOMINIUM LAND, DRIVEWAYS, WALKWAYS, PATIOWAYS, DRIVE PATHS, COMMON AREAS AND LAZARETTOS, STAIRWAYS, COMMON AREAS, GARAGES, AND ALL OTHER PARTS OF THE CONDOMINIUM NECESSARY OR CONVENIENT FOR THE EXISTENCE, MAINTENANCE AND SAFETY OF THE CONDOMINIUM OR NORMALLY IN COMMON USE BY THE UNIT OWNERS AND LESSEES, EXCEPT THE INDIVIDUAL UNITS AND ALL AREAS FURTHER DEFINED AS LIMITED COMMON ELEMENTS.

LIMITED COMMON ELEMENTS SHALL CONSIST OF THOSE ELEMENTS CONTIGUOUS TO A UNIT AND WHICH ARE RESERVED FOR THE EXCLUSIVE USE OF THAT UNIT, INCLUDING BUT NOT LIMITED TO: PATIOS, DECKS, STAIRS, AND DRIVEWAYS, AND THE CONNECTING SIDEWALK BETWEEN THE DRIVEWAY AND THE DRIVEWAY, AND THE DRIVEWAY, AND STAIRS, ALL ELECTRIC, TELEPHONE COMMUNICATION, GAS, WATER AND SEWER LINES OR PIPES WITHIN AND LEADING TO EACH UNIT, THAT PORTION OF EACH DRIVEWAY LEADING TO EACH UNIT'S GARAGE AND EXTENDED AREAS OFF THE PATIOS AND DECKS RESERVED FOR POSSIBLE FUTURE DECK/PATIO EXPANSION.

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS, AND EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN ACCORDANCE WITH THE DECLARATION OF INTENT, AND THE COMMON ELEMENTS CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES, REGARDLESS OF THE SHIFTING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDING REGARDLESS OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OF INTENT AND THE CONDOMINIUM PLAT UNLESS OTHERWISE SPECIFIED IN THE COMMON ELEMENTS OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

UNITS: 1, 3, 4, 5, 6, 7, 11, 13, 14, 15, 16, AND 17 HAVE PARTIAL BASEMENT EXPOSURE.

UNIT DIMENSIONS LOCKED ON SHEET 2.

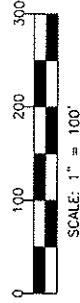
UNIT #	AREA	PERCENTAGE	AREA	PERCENTAGE
1	1,111.81	100.00	1,111.81	100.00
2	1,111.81	100.00	1,111.81	100.00
3	1,111.81	100.00	1,111.81	100.00
4	1,111.81	100.00	1,111.81	100.00
5	1,111.81	100.00	1,111.81	100.00
6	1,111.81	100.00	1,111.81	100.00
7	1,111.81	100.00	1,111.81	100.00
8	1,111.81	100.00	1,111.81	100.00
9	1,111.81	100.00	1,111.81	100.00
10	1,111.81	100.00	1,111.81	100.00
11	1,111.81	100.00	1,111.81	100.00
12	1,111.81	100.00	1,111.81	100.00
13	1,111.81	100.00	1,111.81	100.00
14	1,111.81	100.00	1,111.81	100.00
15	1,111.81	100.00	1,111.81	100.00
16	1,111.81	100.00	1,111.81	100.00
17	1,111.81	100.00	1,111.81	100.00

UNIT #	ADDRESSES
1	N110 W14670 PRESERVE HEIGHTS COURT
2	N110 W14658 PRESERVE HEIGHTS COURT
3	N110 W14652 PRESERVE HEIGHTS COURT
4	N110 W14646 PRESERVE HEIGHTS COURT
5	N109 W14598 PRESERVE HEIGHTS COURT
6	N109 W14580 PRESERVE HEIGHTS COURT
7	N109 W14575 PRESERVE HEIGHTS COURT
8	N109 W14533 PRESERVE HEIGHTS COURT
9	N109 W14533 PRESERVE HEIGHTS COURT
10	N109 W14573 PRESERVE HEIGHTS COURT
11	N109 W14573 PRESERVE HEIGHTS COURT
12	N109 W14671 PRESERVE HEIGHTS COURT
13	N109 W14671 PRESERVE HEIGHTS COURT
14	N109 W14657 PRESERVE HEIGHTS COURT
15	N109 W14657 PRESERVE HEIGHTS COURT
16	N110 W14653 PRESERVE HEIGHTS COURT
17	N110 W14683 PRESERVE HEIGHTS COURT

OWNER:  
OLE MILLS, LLC  
W1789012 RIVER CREST DR, SUITE 101  
GERMANTOWN WI, 53022-4645

INDICATES UNITED  
COMMON ELEMENTS

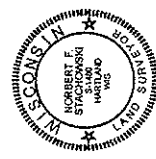
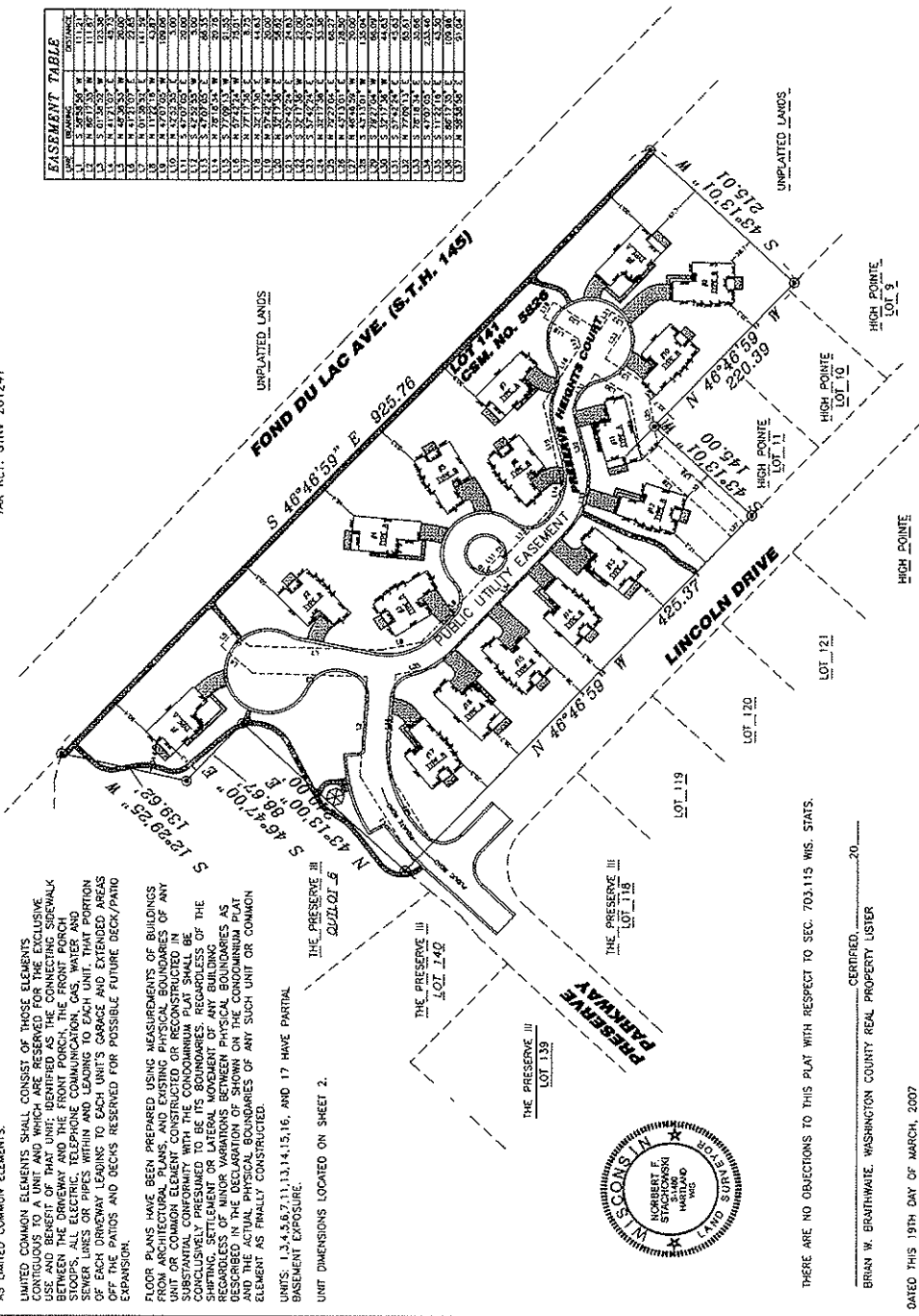
INDICATES COMMON  
ELEMENTS



THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

LAND TECH ENGINEERING, INC.  
LAND PLANNING & ENGINEERING CONSULTING  
720 INDUSTRIAL COURT, RITELE, MARLBOROUGH, VT 05029  
PH: (260) 587-7599 FAX: (260) 587-9798

JOB # 04038 EXHIBIT A PAGE 1 OF 3



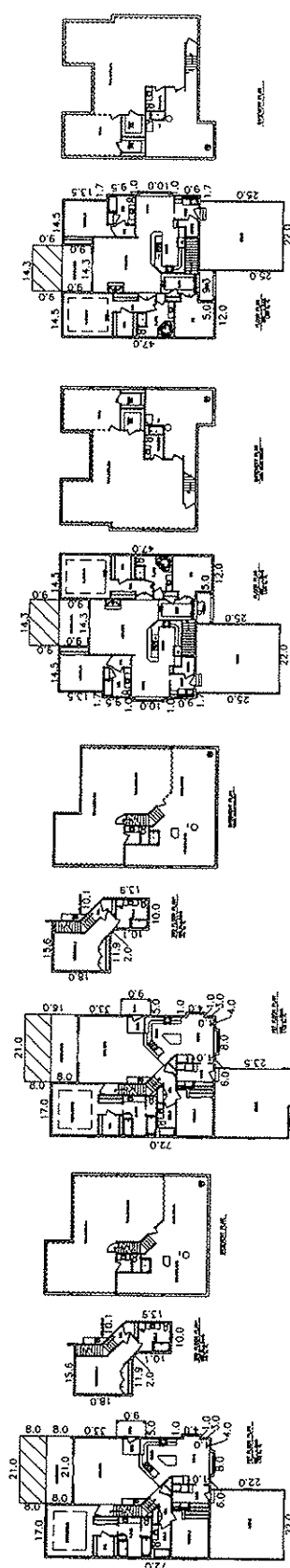
THERE ARE NO OBJECTIONS TO THIS PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS.

BRIAN W. BRATHWAITE, WASHINGTON COUNTY REAL PROPERTY LISTER  
CERTIFIED, \_\_\_\_\_ 20\_\_\_\_

DATED THIS 19TH DAY OF MARCH, 2007

# ADDENDUM TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III, BEING PART OF THE SOUTH-EAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.  
TAX REF: GRVY 261241

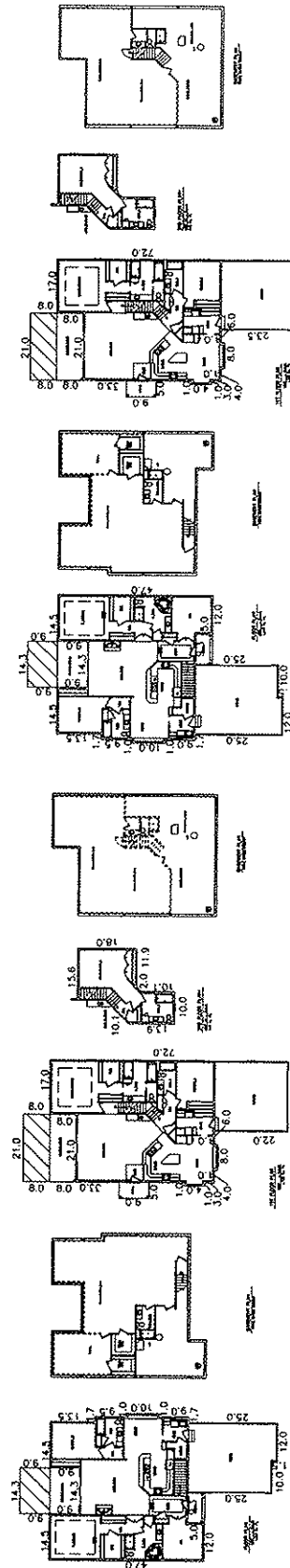


UNIT # 8 "A"  
UNIT TYPE "A"

UNIT # 11.13 "A"  
UNIT TYPE "A"

UNIT # 14.17 "B"  
UNIT TYPE "B"

UNIT # 9.12 "B Reverse"  
UNIT TYPE "B Reverse"

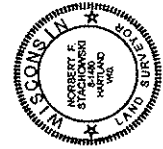


UNIT # 2, 3, 10, 15 "B Reverse"  
UNIT TYPE "B Reverse"

UNIT # 1.4 "A Reverse"  
UNIT TYPE "A Reverse"

UNIT # 5.6 "B"  
UNIT TYPE "B"

UNIT # 7.16 "A Reverse"  
UNIT TYPE "A Reverse"



THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAN.  
DATED THIS 19TH DAY OF MARCH, 2007

DENOTES AS FUTURE EXPANSION  
\* NOTE: 2nd LEVEL FLOOR PLAN FOR POSSIBLE FUTURE EXPANSIONS

**LAND TECH ENGINEERING, INC.**  
LAND PLANNING + ENGINEERING CONSULTING  
725 WISCONSIN STREET, SUITE 200  
MILWAUKEE, WI 53212  
TEL: (414) 361-1258 FAX: (414) 361-0776

# ADDENDUM TO PLAT OF CONDOMINIUM PERSERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A  
PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III, BEING  
PART OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4, AND  
THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE  
20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.  
TAX KEY: G1NV 261241

**LEGAL DESCRIPTION**

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A  
PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III, BEING PART OF  
THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4, AND THE  
SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 20  
EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 141, SAID POINT BEING THE  
PLACE OF BEGINNING OF DUNGS HEREINFTER DESCRIBED:  
RUNNING THENCE SOUTH 43°13'01" WEST, 215.00 FEET TO A POINT; THENCE  
NORTH 48°48'59" WEST, 220.38 FEET TO A POINT; THENCE SOUTH 43°13'01"  
WEST, 145.00 FEET TO A POINT; THENCE NORTH 48°48'59" WEST, 545.37 FEET TO  
A POINT; THENCE NORTH 43°13'00" EAST, 240.00 FEET TO A POINT; THENCE SOUTH  
43°13'00" EAST, 26.97 FEET TO A POINT; THENCE SOUTH 12°29'25" WEST, 138.62  
FEET TO A POINT; THENCE SOUTH 49°48'59" EAST, 923.76 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 5.94 ACRES MORE OR LESS

PREPARED BY NORBERT F. STACHOWSKI S--1480

STATE OF WISCONSIN ) ss  
COUNTY OF WASHINGTON)

I, NORBERT F. STACHOWSKI, BEING DULY SWORN, ON OATH DEPOSES AND STATES  
AS FOLLOWS:

1. THAT I AM A DULY LICENSED AND REGISTERED LAND SURVEYOR IN THE  
STATE OF WISCONSIN.

2. THAT EXHIBIT "A", PAGE 1, WHICH IS ATTACHED TO THE ABOVE AND  
FORGOING DECLARATION, IS AN ACCURATE COPY OF THE CONDOMINIUM AS  
PLANNED AND DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL  
AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR  
THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.

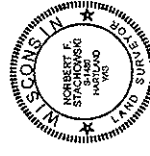
3. THAT EXHIBIT "A", PAGE 2 SHOWS THE FLOOR PLANS OF THE  
RESPECTIVE UNITS; THAT THE BUILDING NUMBERS SHOWN ON EXHIBIT "A" ARE THE  
BUILDING NUMBERS DESIGNATING EACH BUILDING. THE AREA OF TYPE A  
BUILDINGS ARE AS FOLLOWS: BUILDINGS 1, 2, 7, 8, 11, 13, AND 16 IS 421.34  
SQUARE FEET; BUILDINGS 3, 4, 5, 6, 9, 10, 12, 14, 15, 17, IS 21807 SQUARE FEET.

4. THAT EXHIBIT "A", PAGE 3 IS THE LEGAL DESCRIPTION OF PERSERVE  
HEIGHTS CONDOMINIUMS.

5. THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM  
DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE  
COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

NORBERT F. STACHOWSKI, S--1480

DATE:



2004 115527



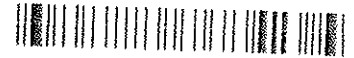
**LAND TECH ENGINEERING, INC.**  
LAND PLANNING - ENGINEERING CONSULTING  
1000 W. WISCONSIN AVENUE, SUITE 200  
MADISON, WISCONSIN 53706  
TEL: (608) 381-2288 FAX: (608) 381-2778

DATED THIS 19TH DAY OF MARCH, 2007

JOB 204038 EXHIBIT A PAGE 3 OF 3

AFFIDAVIT OF CORRECTION

DOC# 1156446



Recorded  
APR. 03, 2007 AT 09:30AM  
SHARON A MARTIN, REGISTER OF DEEDS  
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$13.00

13.2

RICHARD A. RECHLICZ, being first duly sworn on oath, states as follows:

1. That, Affiant is a licensed practicing attorney in the State of Wisconsin doing business located at N88 W15125 Main Street, Menomonee Falls, Wisconsin 53051. Further, Affiant states his State Bar No. is 1016926.

2. That, Affiant drafted a certain Amendment to Declaration of Condominium Ownership for Preserve Heights Condominiums ("Amendment"), which said Amendment was recorded in the Office of the Register of Deeds for Washington County, Wisconsin on March 22, 2007, as Document No. 1155271, more particularly described as follows:

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggen, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

Being all that part of Lot 141 of Certified Survey Map No. 5826 being a part of Lots 140, 141 and Outlot 6 of The Preserve III, being part of the Southwest 1/4, of the Northwest 1/4, of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Tax Key No. GTNV 261241

Commencing at the Southeast corner of said Lot 141, said point being the place of beginning of lands hereinafter described:

Running thence South 43°13'01" West, 215.01 feet to a point; thence North 46°46'59" West, 220.39 feet to a point; thence South 43°13'01" West, 145.00 feet to a point; thence North 46°46'59" West, 545.37 feet to a point; thence North 43°13'00" East, 240.00 feet to a point; thence South 46°47'00" East, 88.67 feet to a point; thence South 12°29'25" West, 139.62 feet to a point; thence South 46°79'59" East, 925.76 feet to the point of beginning.

Containing 5.94 acres more or less.

3. That, an error was discovered in said recorded Amendment in that the Document No. referencing the original Declaration of Condominium Ownership of Preserve Heights Condominiums was incorrect

4. That, the correct Document No. is 1119215.

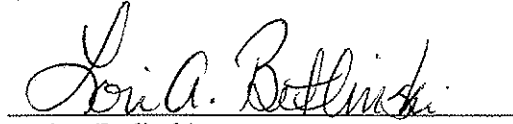


The purpose of this affidavit is to correct the Document No. referenced in said Amendment which was recorded on March 22, 2007 as Document No. 1155271.

Dated this 2nd day of April, 2007.

  
Richard A. Rechlicz

Subscribed to and sworn before me this 2nd day of April, 2007.

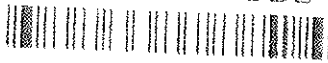
  
Lori A. Betlinski  
Notary Public, State of Wisconsin  
My commission expires 1/20/08



This instrument was drafted by:

Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggens, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
262-251-2245

No. 12  
AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
FOR  
PRESERVE HEIGHTS  
CONDOMINIUMS

DOC# 1173686  


OCT 10 2007

Recorded  
OCT. 10, 2007 AT 12:15PM  
SHARON A MARTIN, REGISTER OF DEEDS  
WASHINGTON COUNTY, WISCONSIN

Fee Amount: 119.00

THIS ELECTION AND AMENDMENT, made this 10th day of October, 2007 by DALE HILLS, L.L.C. (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF PRESERVE HEIGHTS CONDOMINIUMS (hereinafter referred to as "Declaration"), which was recorded on the 2nd day of March, 2006 in the Washington County Register of Deeds as Document No. 1119215 and pertaining to that certain real estate described in the Condominium Plat for Preserve Heights Condominiums and marked Exhibit A to said original document, more particularly described as follows:

Being all that part of Lot 141 of Certified Survey Map No. 5826 being a part of Lots 140, 141 and Outlot 6 of The Preserve III, being part of the Southwest 1/4, of the Northwest 1/4, of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

19-5

Return To: Richard A. Rechlicz, Esq.  
Ladewig, Rechlicz & Iggers, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051

Commencing at the Southeast corner of said Lot 141, said point being the place of beginning of lands hereinafter described:

Running thence South 43°13'01" West, 215.01 feet to a point; thence North 46°46'59" West, 220.39 feet to a point; thence South 43°13'01" West, 145.00 feet to a point; thence North 46°46'59" West, 545.37 feet to a point; thence North 43°13'00" East, 240.00 feet to a point; thence South 46°47'00" East, 88.67 feet to a point; thence South 12°29'25" West, 139.62 feet to a point; thence South 46°79'59" East, 925.76 feet to the point of beginning.

Containing 5.94 acres more or less.

WHEREAS, pursuant to said Declaration, Declarant desires to record this Amendment to said Declaration;

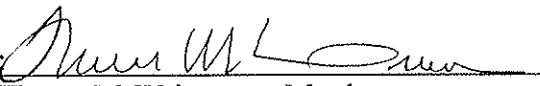
NOW, THEREFORE, under and pursuant to Article II, Section 7(c) of the Declaration of Condominium Ownership for Preserve Heights Condominiums, Declarant hereby provides and records written notice of and amends the Declaration of Condominium Ownership for Preserve Heights Condominiums as follows:

1. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 7 has elected to have the optional second floor constructed pursuant to the rights and privileges set forth in Article II, Sections 7(a) through (c), inclusive, of said Declaration.

2. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 14 shall be considered as a Type "A" Unit and not as a Type "B" Unit.

IN WITNESS WHEREOF, Declarant, pursuant to Article II, Section 7(c) of said Declaration has caused this Amendment to the Declaration of Condominium Ownership for Preserve Heights Condominiums to be executed and signed this 10th day of October, 2007.


DALE HILLS, L.L.C.

By:   
Theresa M. Weitemann, Member

M&I MARSHALL & ILSLEY BANK (Mortgagee)

By:   
Kent B. Eliason, Vice-President

Signatures of Theresa M. Weitemann and Kent B. Eliason authenticated this 10<sup>th</sup> day of October, 2007.

  
Richard A. Rechlicz  
Member State Bar of Wisconsin  
State Bar No. 1016926

This instrument was drafted by:

Richard A. Rechlicz, Esq.  
LADEWIG, RECHLICZ & IGGENS, LLP  
N88 W15125 Main Street  
Menomonee Falls, WI 53051  
(262) 251-2245

Exhibit A

# ADDENDUM 2 TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS

NOTE: COMMON ELEMENTS SHALL CONSIST OF ALL THE CONDOMINIUM LAND, IMPROVEMENTS AND LANDSCAPE AREAS, PARKING AREAS, WALKWAYS, BIKE PATHS, CAZEBOS, AND ALL OTHER PARTS OF THE CONDOMINIUM NECESSARY OR CONVENIENT FOR THE EXISTENCE, MAINTENANCE AND SAFETY OF THE LESSEES, TENANTS, VISITORS, GUESTS AND ALL AREAS FURTHER DEFINED AS LIMITED COMMON ELEMENTS.

LIMITED COMMON ELEMENTS SHALL CONSIST OF THOSE ELEMENTS LOCATED IN A UNIT AND WHICH ARE RESERVED FOR THE EXCLUSIVE USE AND ENJOYMENT OF THAT UNIT AND WHICH ARE NOT TO BE USED BETWEEN THE DRIVEWAY AND THE FRONT PORCH OR THE CONNECTING SIDEWALK STOODPS, ALL ELECTRIC, TELEPHONE COMMUNICATION, GAS, WATER AND SEWER LINES OR PIPES WITHIN AND LEADING TO EACH UNIT, THAT PORTION OF EACH DRIVEWAY LEADING TO EACH UNIT'S GARAGE AND EXTENDED AREAS OF THE PATIOS AND DECKS RESERVED FOR POSSIBLE FUTURE BECK/PATIO EXPANSION.

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS, AND EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN ACCORDANCE WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE CORRECT AND SHALL NOT BE SUBJECT TO SHIFTING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDING, REGARDLESS OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OF SHOWN ON THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

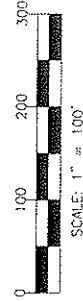
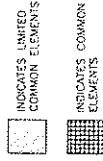
UNITS 1, 3, 4, 5, 6, 7, 11, 13, 14, 15, 16, AND 17 HAVE PARTIAL BASEMENT EXPOSURE.

UNIT DIMENSIONS LOCATED ON SHEET 2.

WASHINGTON COUNTY, WISCONSIN  
BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III, BEING PART OF THE SOUTHEAST 1/4, OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.  
TAX KEY: G1SV 281241

UNIT #	PRESERVE HEIGHTS ADDRESSES
1	N110 W14570 PRESERVE HEIGHTS COURT
2	N110 W14570 PRESERVE HEIGHTS COURT
3	N110 W14570 PRESERVE HEIGHTS COURT
4	N110 W14570 PRESERVE HEIGHTS COURT
5	N109 W14580 PRESERVE HEIGHTS COURT
6	N109 W14580 PRESERVE HEIGHTS COURT
7	N109 W14580 PRESERVE HEIGHTS COURT
8	N109 W14580 PRESERVE HEIGHTS COURT
9	N109 W14580 PRESERVE HEIGHTS COURT
10	N109 W14580 PRESERVE HEIGHTS COURT
11	N109 W14580 PRESERVE HEIGHTS COURT
12	N109 W14580 PRESERVE HEIGHTS COURT
13	N109 W14580 PRESERVE HEIGHTS COURT
14	N109 W14580 PRESERVE HEIGHTS COURT
15	N109 W14580 PRESERVE HEIGHTS COURT
16	N109 W14580 PRESERVE HEIGHTS COURT
17	N110 W14893 PRESERVE HEIGHTS COURT

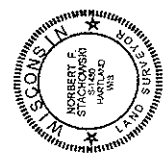
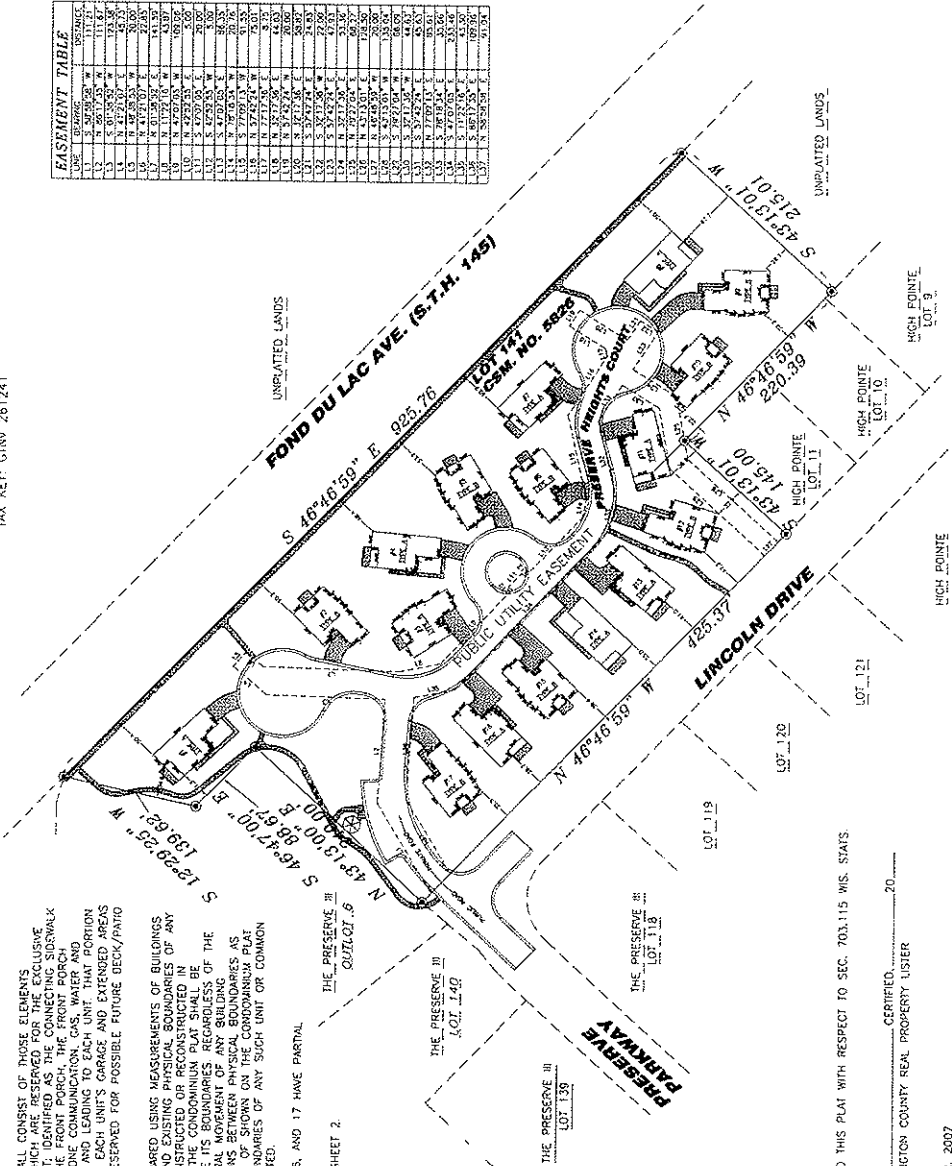
OWNER:  
DALE HILLS, L.L.C.  
W 178N 8912 RIVER CREST DR SUITE 101  
GERMANTOWN WI 53022-1845



THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE LOCATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

LAND TECH ENGINEERING, INC.  
LAND PLANNING • ENGINEERING CONSULTING  
750 KENNEDY DRIVE, SUITE 200, WISCONSIN  
TEL: (608) 785-7766 FAX: (608) 785-7767

JOB # 04028 EXHIBIT A PAGE 1 OF 3



THERE ARE NO OBJECTIONS TO THIS PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS.

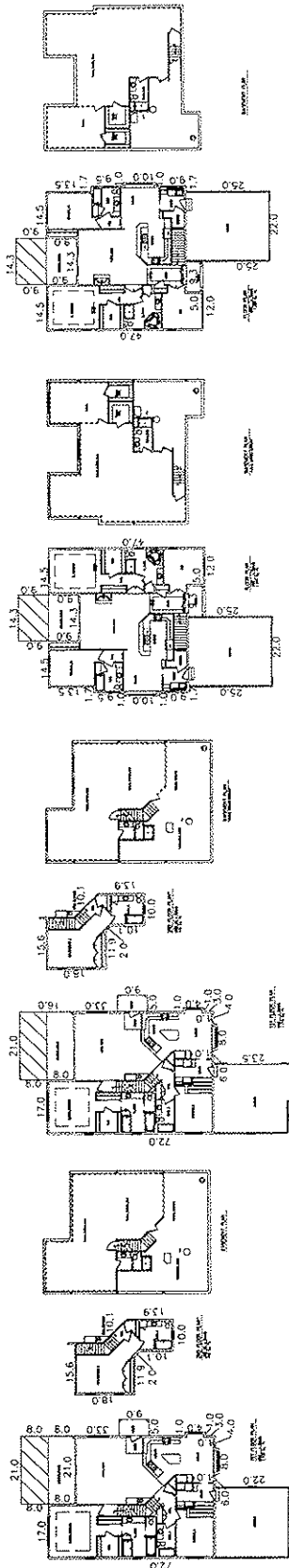
BRIAN W. BRINTHWAITE, WASHINGTON COUNTY REAL PROPERTY LISTER

DATED THIS 1ST DAY OF OCTOBER, 2007

Exhibit A

# ADDENDUM 2 TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141 AND OUTLOT 5 OF THE PRESERVE III, BEING PART OF THE PRESERVE III, BEING THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, TAX KEY: G3AV 261241

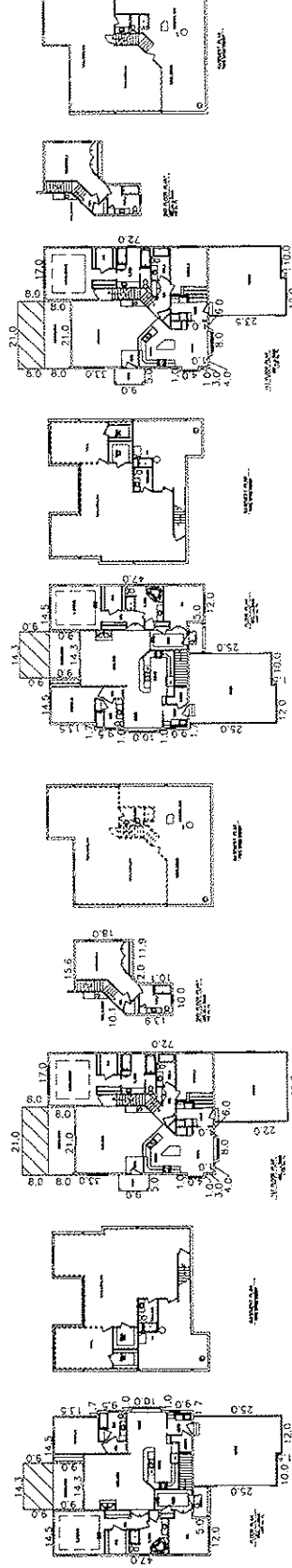


UNIT # 8, 14  
UNIT TYPE "A"

UNIT # 11, 13  
UNIT TYPE "A"

UNIT # 17  
UNIT TYPE "B"

UNIT # 9, 12  
UNIT TYPE "B Reverse"



UNIT # 2, 3, 10, 15  
UNIT TYPE "B Reverse"

UNIT # 1, 4  
UNIT TYPE "A Reverse"

UNIT # 5, 6  
UNIT TYPE "B"

UNIT # 7, 16  
UNIT TYPE "A Reverse"



SHADING DENOTES AS FUTURE EXPANSION

\* NOTE: 2nd LEVEL FLOOR PLAN FOR POSSIBLE FUTURE EXPANSIONS

THIS PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN

DATED THIS 1ST DAY OF OCTOBER, 2007

**LAND TECH ENGINEERING, INC.**  
LAND SURVEYING & ENGINEERING CONSULTANTS, LTD.  
200 INDUSTRIAL COURT, SUITE 6, WAUKESHA, WI 53090  
TEL: (262) 537-7396 FAX: (262) 537-0795

JOB # 04038 EXHIBIT A PAGE 2 OF 3

Exhibit A

# ADDENDUM 2 TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. S826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III BEING PART OF THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 26, TOWN 9 NORTH RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN. TAX KEY: G1N1 261241

### LEGAL DESCRIPTION

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. S826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE III BEING PART OF THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, AND THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 26, TOWN 9 NORTH RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN COMMENSING AT THE SOUTHEAST CORNER OF SAID LOT 141, SAID POINT BEING THE PLACE OF BEGINNING OF SAID CONDOMINIUM DESCRIBED:  
RUNNING THENCE SOUTH 43°13'01" WEST, 215.01 FEET TO A POINT; THENCE NORTH 48°48'58" WEST, 220.39 FEET TO A POINT; THENCE SOUTH 43°13'01" WEST, 143.00 FEET TO A POINT; THENCE NORTH 46°46'53" WEST, 548.37 FEET TO A POINT; THENCE SOUTH 43°13'01" WEST, 240.00 FEET TO A POINT; THENCE SOUTH 48°48'58" WEST, 139.02 FEET TO A POINT; THENCE SOUTH 46°46'53" WEST, 229.25 FEET TO A POINT; THENCE SOUTH 46°46'53" EAST, 925.76 FEET TO THE POINT OF BEGINNING.  
CONTAINING 5.94 ACRES MORE OR LESS

PREPARED BY: NORBERT F. STACHOWSKI S-11480

STATE OF WISCONSIN )  
COUNTY OF WASHINGTON ) ss

I, NORBERT F. STACHOWSKI, BEING DULY SWORN, ON OATH DEPOSES AND STATES AS FOLLOWS:  
1. THAT I AM A DULY LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF WISCONSIN.

2. THAT EXHIBIT "A", PAGE 1, WHICH IS ATTACHED TO THE ABOVE AND FOREGOING DECLARATION, IS AN ACCURATE COPY OF THE CONDOMINIUM AS PLANNED AND DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.

3. THAT EXHIBIT "A", PAGE 2, SHOWS THE FLOOR PLANS OF THE RESPECTIVE UNITS; THAT THE BUILDING NUMBERS SHOWN ON EXHIBIT "A" ARE THE BUILDING NUMBERS DESIGNATING EACH BUILDING. THE AREA OF TYPE "A" BUILDINGS ARE AS FOLLOWS: BUILDINGS 1, 4, 7, 8, 11, 13, 14 AND 18 IS ±21.14 SQUARE FEET; THE AREA OF TYPE "B" BUILDINGS ARE AS FOLLOWS: BUILDINGS 2, 3, 5, 6, 9, 10, 12, 15, 17, IS ±1807 SQUARE FEET.

4. THAT EXHIBIT "A", PAGE 3 IS THE LEGAL DESCRIPTION OF PERSERVE HEIGHTS CONDOMINIUMS.

5. THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

NORBERT F. STACHOWSKI, S-11480

DATE:



LAND TECH ENGINEERING, INC.  
LAND PLANNING - ENGINEERING CONSULTING  
2200 W. WISCONSIN AVENUE  
P.O. BOX 1000  
GERMANTOWN, WI 53032  
TEL: (262) 781-1100 FAX: (262) 781-1101  
JOB #04038 EXHIBIT A PAGE 3 OF 3

DATED THIS 1ST DAY OF OCTOBER, 2007

Document Number

THIRD AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
FOR PRESERVE HEIGHTS  
CONDOMINIUMS

1448946



RECORDED  
March 27, 2018 3:54 PM  
SHARON A MARTIN  
REGISTER OF DEEDS  
WASHINGTON COUNTY, WI  
Recording Fee Paid: \$30.00

THIS AMENDMENT, made this 28 day of February, 2018 by DALE HILLS, L.L.C. (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF PRESERVE HEIGHTS CONDOMINIUMS (hereinafter referred to as "Declaration"), which was recorded on the 2nd day of March, 2006 in the Washington County Register of Deeds as Document No. 1119215 and pertaining to that certain real estate described in the Condominium Plat for Preserve Heights Condominiums and marked Exhibit A to said original document, more particularly described as follows:

Recording Area

Return To:

Richard A. Rechlicz, Esq.  
Rechlicz & Hanson, LLP  
N88 W15125 Main Street, Suite 201  
Menomonee Falls, WI 53051

Being all that part of Lot 141 of Certified Survey Map No. 5826 being a part of Lots 140, 141 and Outlot 6 of The Preserve III, being part of the Southwest 1/4, of the Northwest 1/4, of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Commencing at the Southeast corner of said Lot 141, said point being the place of beginning of lands hereinafter described:

Running thence South 43°13'01" West, 215.01 feet to a point; thence North 46°46'59" West, 220.39 feet to a point; thence South 43°13'01" West, 145.00 feet to a point; thence North 46°46'59" West, 545.37 feet to a point; thence North 43°13'00" East, 240.00 feet to a point; thence South 46°47'00" East, 88.67 feet to a point; thence South 12°29'25" West, 139.62 feet to a point; thence South 46°79'59" East, 925.76 feet to the point of beginning.

Containing 5.94 acres more or less.

WHEREAS, pursuant to said Declaration, Declarant desires to record this Amendment to said Declaration;

NOW, THEREFORE, under and pursuant to Article II, Section 7(c) of the Declaration of Condominium Ownership for Preserve Heights Condominiums, Declarant hereby provides and records written notice of and amends the Declaration of Condominium Ownership for Preserve Heights Condominiums as follows:

1. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Units 2, 4, and 17 have elected to have a new floor plan pursuant to the rights and privileges set forth in Article II, Sections 7(a) through (c), inclusive, of said Declaration.

2. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 3 has elected to have a new floor plan with a 3-car garage and driveway access location changed pursuant to the rights and privileges set forth in Article II, Sections 7(a) through (c), inclusive, of said Declaration.

3. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 5 shall be considered as a Type "B Reverse" Unit and not as a Type "B" Unit and shall have a new floor plan.

4. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 6 shall be considered as a Type "A" Unit and not as a Type "B" Unit and shall have a new floor plan.

5. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 10 shall be considered as a Type "A Reverse" Unit and not as a Type "B Reverse" Unit and shall have a new floor plan.

6. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 11 shall be considered as a Type "A Reverse" Unit and not as a Type "A" Unit and shall have a new floor plan.

7. Pursuant to Article II, Section 7(c) notice is hereby provided that the Condominium Plat, Exhibit A, Pages A-39 through A-41, inclusive, specifically, Page A-40 shall reflect that Unit 15 shall be considered as a Type "B" Unit and not as a Type "B Reverse" Unit and shall have a new floor plan.

The foregoing amendments set forth in Paragraphs 1 through 7, inclusive, above are depicted in Addendum 3 to the Plat of Condominium, a copy of which is attached hereto and marked Exhibit 1.

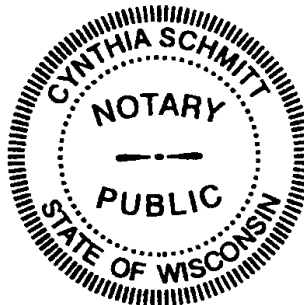
IN WITNESS WHEREOF, Declarant, pursuant to Article II, Section 7(c) of said Declaration has caused this Amendment to the Declaration of Condominium Ownership for Preserve Heights Condominiums to be executed and signed this 28 day of February, 2018.

DALE HILLS, L.L.C.

By: [Signature]  
Theresa M. Weitermann, Member

Subscribed and sworn to before me this 28 day of February, 2018.

[Signature]  
Cynthia Schmitt (print name)  
Notary Public, State of Wisconsin  
My Commission: Expires 4/10/2021



This instrument was drafted by:  
Richard A. Rechlicz, Esq.  
RECHLICZ & HANSON, LLP  
N88 W15125 Main Street, Suite 201  
Menomonee Falls, WI 53051  
State Bar No. 1016926  
Phone: 262-251-2245  
Email: [rick@fallslawyer.com](mailto:rick@fallslawyer.com)



# APPENDUM 3 TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141, OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141, AND OUTLOT 6 OF THE PRESERVE III, BEING PART OF THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4, OF SECTION 26, TOWN 9, NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERAUNTOWN, WASHINGTON COUNTY, WISCONSIN.

TAX KEY: GRV 281241

NOTE: ALL COMMON ELEMENTS SHALL CONSIST OF ALL THE CONDOMINIUM LAIR, IMPROVEMENTS AND APPURTENANCES, ALL SIDEWALKS, WALKWAYS, DRIVEWAYS, STAIRS, AND ALL OTHER PARTS OF THE CONDOMINIUM NECESSARY OR CONSIDERED FOR THE EXISTENCE, MAINTENANCE, AND SAFETY OF THE CONDOMINIUM OR NORMALLY IN COMMON USE BY THE UNIT OWNERS AND ALL LIMITED COMMON ELEMENTS.

UNITED COMMON ELEMENTS SHALL CONSIST OF THOSE ELEMENTS WHICH ARE NECESSARY FOR THE EXCLUSIVE USE AND BENEFIT OF THAT UNIT IDENTIFIED AS THE CONNECTING SIDEWALK BETWEEN THE DRIVEWAY AND THE FRONT PORCH, THE FRONT PORCH STAIRS, ALL ELECTRIC, TELEPHONE AND CABLE LINES, THAT PORTION OF EACH DRIVEWAY LEADING TO EACH UNIT'S GARAGE AND EXTENDED AREAS OFF THE DRIVEWAY AND DECKS RESERVED FOR POSSIBLE FUTURE DECK/PATIO EXPANSION.

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS, AND EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR IDENTIFIED SHALL BE CONCLUSIVELY PRELIMINARY TO BE ITS BOUNDARIES, REGARDLESS OF THE SURVEYING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDING, REGARDLESS OF ANY VARIATIONS BETWEEN THE CONDOMINIUM PLAT AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

UNITS 13, 14, 15, 16, AND 17 HAVE PARTIAL BASEMENT DEPOSITS.

UNIT DIMENSIONS LOCATED ON SHEETS 2, 3 & 4.

THERE ARE NO OBJECTIONS TO THIS PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS.

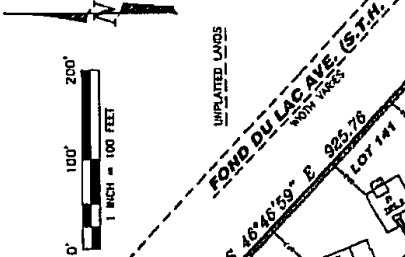
BRAND W. BRANTHWADE, WASHINGTON COUNTY REAL PROPERTY LISTER

DATED THIS 27TH DAY OF DECEMBER, 2017

UNIT #	PRESERVE HEIGHTS	ADDRESSES
1	11110	W14670 PRESERVE HEIGHTS COURT
2	11110	W14684 PRESERVE HEIGHTS COURT
3	11110	W14687 PRESERVE HEIGHTS COURT
4	11110	W14690 PRESERVE HEIGHTS COURT
5	11110	W14694 PRESERVE HEIGHTS COURT
6	11110	W14698 PRESERVE HEIGHTS COURT
7	11110	W14702 PRESERVE HEIGHTS COURT
8	11110	W14706 PRESERVE HEIGHTS COURT
9	11110	W14710 PRESERVE HEIGHTS COURT
10	11110	W14714 PRESERVE HEIGHTS COURT
11	11110	W14718 PRESERVE HEIGHTS COURT
12	11110	W14722 PRESERVE HEIGHTS COURT
13	11109	W14871 PRESERVE HEIGHTS COURT
14	11109	W14875 PRESERVE HEIGHTS COURT
15	11109	W14879 PRESERVE HEIGHTS COURT
16	11109	W14883 PRESERVE HEIGHTS COURT
17	11110	W14887 PRESERVE HEIGHTS COURT



UNIT #	ADDRESS	AREA (SQ. FT.)	PERCENTAGE
1	11110 W14670 PRESERVE HEIGHTS COURT	1,234	1.23%
2	11110 W14684 PRESERVE HEIGHTS COURT	1,234	1.23%
3	11110 W14687 PRESERVE HEIGHTS COURT	1,234	1.23%
4	11110 W14690 PRESERVE HEIGHTS COURT	1,234	1.23%
5	11110 W14694 PRESERVE HEIGHTS COURT	1,234	1.23%
6	11110 W14698 PRESERVE HEIGHTS COURT	1,234	1.23%
7	11110 W14702 PRESERVE HEIGHTS COURT	1,234	1.23%
8	11110 W14706 PRESERVE HEIGHTS COURT	1,234	1.23%
9	11110 W14710 PRESERVE HEIGHTS COURT	1,234	1.23%
10	11110 W14714 PRESERVE HEIGHTS COURT	1,234	1.23%
11	11110 W14718 PRESERVE HEIGHTS COURT	1,234	1.23%
12	11110 W14722 PRESERVE HEIGHTS COURT	1,234	1.23%
13	11109 W14871 PRESERVE HEIGHTS COURT	1,234	1.23%
14	11109 W14875 PRESERVE HEIGHTS COURT	1,234	1.23%
15	11109 W14879 PRESERVE HEIGHTS COURT	1,234	1.23%
16	11109 W14883 PRESERVE HEIGHTS COURT	1,234	1.23%
17	11110 W14887 PRESERVE HEIGHTS COURT	1,234	1.23%



**DRAWN:**  
DALE MILLS, LLC  
17700 9912 RIVER CREST DR. SUITE 101  
GERAUNTOWN, WI, 53022-4643

INDICATES LIMITED COMMON ELEMENTS

INDICATES COMMON ELEMENTS

THIS PLAT IS A CORRECT REPRESENTATION OF THE INFORMATION RECEIVED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

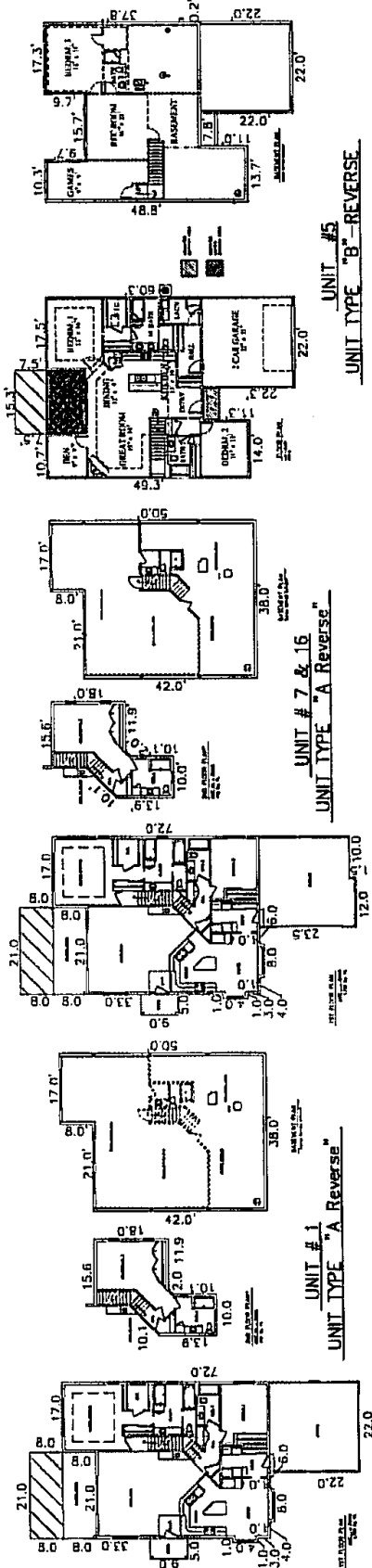
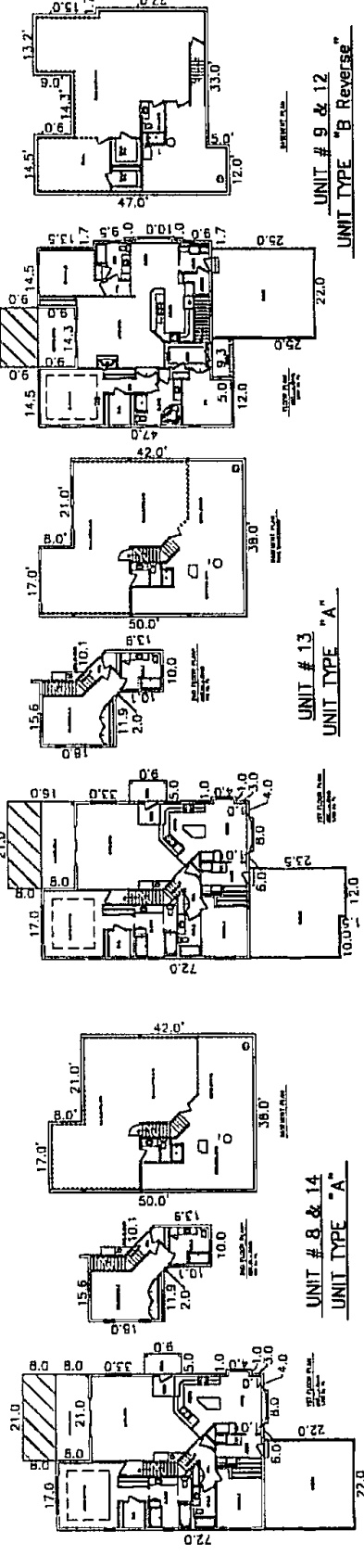


# ADDENDUM 3 TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN



LAND SURVEYING & LAND PLANNING  
P.O. BOX 15, PORTLAND, WI 53219  
LANDTECH@GMAIL.COM  
TEL: 262-239-7588

BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 5826 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE II, BEING PART OF THE SOUTHWEST 1/4, AND THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMAN, WASHINGTON COUNTY, WISCONSIN, 14.5 AC. GRV 281241



THIS PLAN IS A CORRECT REPRESENTATION OF THE UNIT'S DIMENSIONS, ROOM IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS AS DETERMINED FROM THE PLAN.

• NOTE: 2nd LEVEL FLOOR PLAN FOR POSSIBLE FUTURE EXPANSIONS DENOTED AS FUTURE EXPANSION

1 INCH = 20 FEET

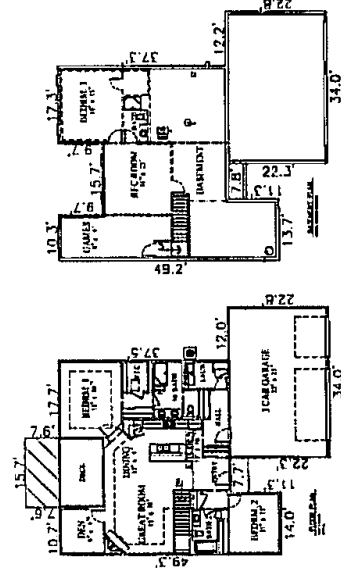
DATE: THIS 27TH DAY OF DECEMBER, 2017



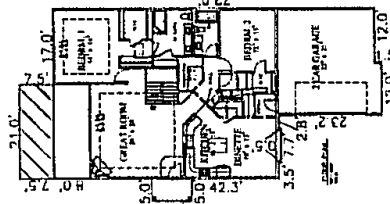
LAND SURVEYING & MAPPING  
 700 UNIVERSITY AVENUE, SUITE 200  
 MADISON, WISCONSIN 53706  
 (608) 263-7889

# ADDENDUM 3 TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS WASHINGTON COUNTY, WISCONSIN

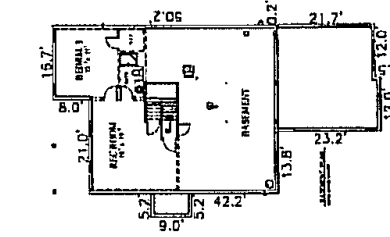
BEING ALL THAT PART OF LOT 141 OF CERTIFIED SURVEY MAP NO. 8905 BEING A PART OF LOTS 140, 141 AND OUTLOT 6 OF THE PRESERVE II, BEING PART OF THE SOUTHWEST 1/4, SECTION K, AND THE NORTHWEST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 10 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, NORTEAST 1/4, OF SECTION 26, TOWN 9 NORTH, RANGE 10 EAST, CITY 261241.



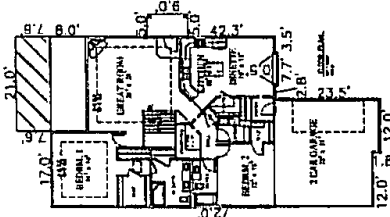
UNIT #3  
 UNIT TYPE "B" - REVERSE



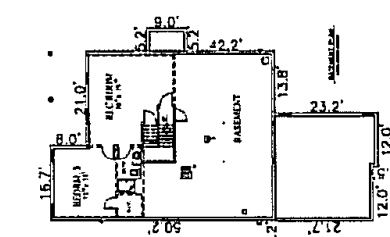
UNIT # 4 & #10  
 UNIT TYPE "A" - REVERSE



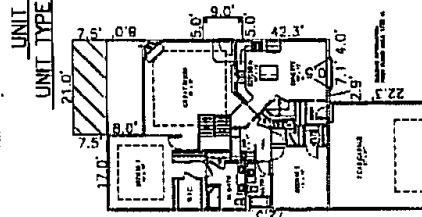
UNIT # 15  
 UNIT TYPE "B"



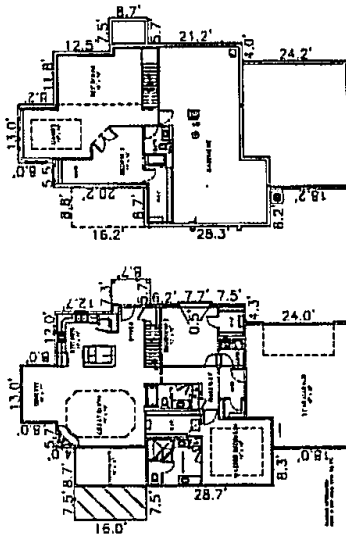
UNIT #6  
 UNIT TYPE "A"



UNIT # 17  
 UNIT TYPE "B"



UNIT # 11  
 UNIT TYPE "A" - REVERSE



THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE DIMENSIONS AND ELEMENTS THEREIN CAN BE DETERMINED FROM THE PLAT.  
 DATED THIS 27TH DAY OF DECEMBER, 2017.

# ADDENDUM 3 TO PLAT OF CONDOMINIUM PRESERVE HEIGHTS CONDOMINIUMS

WASHINGTON COUNTY, WISCONSIN

BEING ALL THAT PART OF LOT 141 OF CERTAIN SURVEY MAP NO. 8838 BEING A  
PART OF LOTS 140, 141 AND OUTLINES OF THE PRESERVE HEIGHTS BEING A  
PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND  
THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 3 NORTH,  
RANGE 20 EAST, IN THE VILLAGE OF CERMANTOWN, WASHINGTON COUNTY,  
WISCONSIN.

TAX KEY: CTW 261241

**LEGAL DESCRIPTION**

BEING ALL THAT PART OF LOT 141 OF CERTAIN SURVEY MAP NO. 8838 BEING A  
PART OF LOTS 140, 141 AND OUTLINES OF THE PRESERVE HEIGHTS BEING A  
PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND  
THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 3 NORTH, RANGE 20  
EAST, IN THE VILLAGE OF CERMANTOWN, WASHINGTON COUNTY, WISCONSIN,  
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 141, SAID POINT BEING THE  
PLACE OF BEGINNING OF SAID HERETOFORE DESCRIBED:

RUNNING THENCE SOUTH 03°13'01" WEST, 214.01 FEET TO A POINT; THENCE  
NORTH 4°46'40" WEST, 220.29 FEET TO A POINT; THENCE SOUTH 43°13'01"  
WEST, 145.00 FEET TO A POINT; THENCE NORTH 45°45'59" WEST, 545.37 FEET TO  
A POINT; THENCE NORTH 43°13'01" EAST, 244.00 FEET TO A POINT; THENCE NORTH  
46°47'00" WEST, 184.87 FEET TO A POINT; THENCE NORTH 12°29'25" EAST, 136.82  
FEET TO A POINT; THENCE SOUTH 46°45'59" EAST, 925.76 FEET TO THE POINT OF  
BEGINNING.

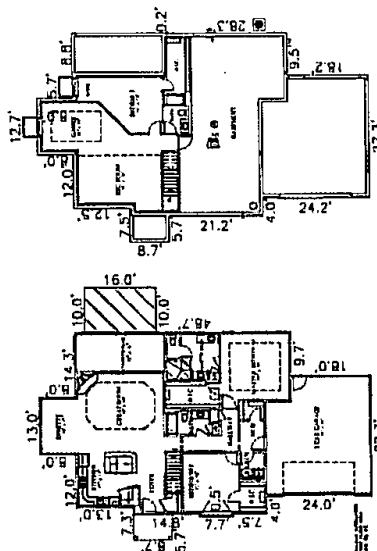
CONTAINING 5.84 ACRES MORE OR LESS

PREPARED BY JOHN D. DOWNING, S-2939

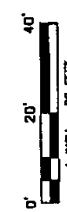
STATE OF WISCONSIN )  
COUNTY OF WASHINGTON ) ss

I, JOHN D. DOWNING, BEING DULY SWORN, ON OATH DEPOSES AND STATES AS  
FOLLOWS:

1. THAT I AM A DULY LICENSED AND REGISTERED LAND SURVEYOR IN THE  
STATE OF WISCONSIN.
2. THAT EXHIBIT "A", PAGE 1, WHICH IS ATTACHED TO THE ABOVE AND  
PREPARED BY ME, IS A CORRECT REPRESENTATION OF THE CONDOMINIUM AS  
PLANNED AND DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL  
AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR  
THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.
3. THAT EXHIBIT "A", PAGE 2-4 SHOWS THE FLOOR PLANS OF THE  
RESPECTIVE UNITS; THAT THE BUILDING NUMBERS SHOWN ON EXHIBIT "A", ARE THE  
BUILDING NUMBERS DESIGNATING EACH BUILDING.
4. THAT EXHIBIT "A", PAGE 4 IS THE LEGAL DESCRIPTION OF PRESERVE  
HEIGHTS CONDOMINIUM.
5. THAT THE PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM  
DESCRIBED HEREIN AND THAT THE BUILDING NUMBERS SHOWN ON SAID PLAN AND THE  
BUILDING ELEVATIONS CAN BE DETERMINED FROM THE PLAN.



UNIT #2  
UNIT TYPE "B" - REVERSE



12/22/17  
DATE

JOHN D. DOWNING, S-2939

