

SUMMER OAKS CONDOMINIUM
DECLARATION OF CONDOMINIUM
TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Statement of Declaration	1
2. Legal Description and Easements	1
3. Name and Address	5
4. Incremental Development	5
5. Description and Location of Buildings	5
6. Definitions and Identification of Units	6
7. Common Areas and Facilities - Easements	8
8. Limited Common Areas	9
9. Percentage of Ownership in Common Areas and Facilities and Limited Common Areas	9
10. Residential Purpose	10
11. Maintenance	10
12. Unit Owner's Rights with Respect to Interiors	11
13. Repairs and Reconstruction	11
14. Annexations to Summer Oaks Condominium	12
15. Changes to Units	13
16. Remedies	14
17. Certificates	14
18. Condominium Law Incorporated	14
19. Rights Reserved to Declarant and Turnover	15
20. Amendment of Declaration	17
21. Assessments for Common Expenses	17
22. Service of Process	18
23. Insurance	18

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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS.

FOR

SUMMER OAKS CONDOMINIUM

PHASE I

THIS DECLARATION IS MADE PURSUANT to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, hereinafter sometimes referred to as the "Act", this ^{1:20} 30th day of March, 1981, by Summer Oak Coves, a general partnership consisting of John E. Kassner and John A. Kassner (hereinafter called the Declarant).

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Article 2(A) herein, except as to easement areas specified therein, together with all buildings and improvements thereon, (hereinafter referred to as "the property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. LEGAL DESCRIPTION AND EASEMENTS

A. Description of Land. The following described real estate:

Lot 1 of Certified Survey Map Number 1104, as recorded in the Sauk County Register of Deeds office in Volume 4 of Certified Survey Maps on pages 1104 and 1104A.

also shown as Phase I on the Survey attached hereto as page 2 of Exhibit 2, is hereby subjected to the provisions of this Declaration.

B. Easement Reservation. A portion of the property described as Phase I is subject to an easement reserved by Wisconsin Power and Light Company contained in a quit claim deed dated January 17,

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1979, and recorded at the Sauk County Register of Deeds office on February 7, 1979 in Reel 137 of Records as Image 708 bearing Document Number 429550, which reads as follows:

"Reserving unto Grantor (Wisconsin Power and Light Co.), its successors and assigns the perpetual right and easement to back water over or under, submerge, flood or otherwise damage, without liability, the premises described herein through back water or otherwise, whether caused by flooding, erosion, seepage of ground water, lack of drainage, obstructed drainage, or in any manner whatever resulting from the construction, operation and maintenance of Grantor's dams, power plants or works appurtenant thereto; located in across or adjacent to Lake Wisconsin."

said property is described as follows:

A parcel of land located in Gov't Lot 5 of Sec. 17, T10N, R7E, Town of Merrimac, Sauk County, Wisconsin, described as follows:

Beginning at the SW corner of Lot 6 of the Plat of Summer Oak Coves; thence S77°-34'-00"E 130 feet along the south side of said Lot 6; thence N18°-42'-00"E 64 feet along the southeast side of said Lot 6; thence N26°-06'-00"E 192.44 feet along the southeast side of Lot 5 of said Plat; thence south 1.93 feet; thence east 175 feet; thence S60°E 47.24 feet to a point on a meander line; thence S30°W 301.82 feet along said meander line; thence west 277.53 feet along said meander line to the end thereof; thence N13°-31'-37"W 83.81 feet to the Point of Beginning.

The above easement includes all the land between the meander line described and the water line of Lake Wisconsin and contains 2.25 acres of land more or less.

C. Easement Reservation. A portion of the property previously described as Phase I is subject to a utility easement reserved by Wisconsin Power and Light Company, contained in a deed dated November 6, 1913, and recorded at the Sauk County Register of Deeds office on February 7, 1914, in Volume 98 of Deeds on Page 386 which reads as follows:

"Grants the perpetual right and easement to erect and maintain a line of towers and wires for the transmission of electrical current, including private telephone wires to be carried on such towers, across a strip of land 50 feet wide in Merrimac township, the centerline of which strip is described as: Beginning at a point on North line of NW 1/4 NW 1/4 17-10-7, said point being 1085 feet East of Northwest corner of said quarter quarter section, running southerly in a straight line 1170 feet to point, thence turning 44° to right, and

running southwesterly in straight line to point on west line of SW 1/4 NW 1/4 17-10-7, said point on west line of said quarter quarter section being about 305 feet north of southwest corner of said quarter quarter section. Grantee further agrees to use all reasonable care not to destroy crops or property of grantor when it comes upon or over the aforesaid 50 foot strip to erect or repair its towers or wires.

Together with the right to enter upon said premises for the purpose of erecting towers, stringing wires, repairing or removing same, and the right to trim and remove such trees as may now or hereafter interfere with or endanger said line. The number of towers to be erected shall not exceed 4."

D. Reservation of Mineral Rights. The United States of America has reserved mineral rights over the property previously described as Phase I. That reservation is contained in two deeds recorded at the Sauk County Register of Deeds office in Volume 217 of Deeds on Page 210 and on Page 335 respectively, which reads as follows:

All uranium, thorium, and other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of

deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

E. Reservation by Declarant. Declarant expressly declares, reserves and accepts access, recreational, and development easements over the lands subject to this Declaration for the benefit of, and as necessary in connection with, the development and use of lands owned by the Declarant, its successors or assigns, adjacent to or in the locale of the property subject to this Declaration, said adjacent or nearby lands are shown on page 5 of Exhibit 2 as "Expansion Lands" and are described as follows:

SUMMER OAKS CONDOMINIUMS - DESCRIPTION OF EXPANSION LANDS

A parcel of land located in Government Lot 5, Section 17, T10N, R7E, and described as follows:

Beginning at the southeast corner of Lot 7 of the Plat of Summer Oak Coves; thence N77°34'W, 185 feet; thence N77°41'W, 139 feet; thence N46°08'W, 91.00 feet; thence N42°25'12"W, 238.37 feet; thence N21°15'45"W, 193.03 feet; thence S13°00'W, 100.00 feet; thence S24°00'E, 210.00 feet; thence West 328.92 feet; thence S62°00'W, 129.11 feet; thence West 52.12 feet to the east right-of-way line of Highway "78"; thence N0°28'E, 812.99 feet along said right-of-way to the north line of Section 17; thence N89°55'E, 1048.37 feet along said north line; thence South 267.52 feet; thence East 401.25 feet; thence N30°00'E, 115 feet; thence N80°00'E, 326.57 feet; thence S54°00'E, 120.98 feet to a point on a meander line; thence S36°41'13"W, 736.71 feet along said meander line to the end thereof; thence N60°00'W, 47.24 feet; thence West 175.00 feet; thence North 45.00 feet; thence West 177.68 feet; thence along the arc of a curve concave to the north, radius 60 feet (the long chord of which bears S78°45'40"W, 111.16 feet); thence S13°31'37"E, 233.32 feet to the point of beginning.

The above parcel is to include the lands between the meander line described and the water line of Lake Wisconsin; is subject to easements of record, dedicated town roads, and contains 25.44 acres of land, more or less.

Included in this reservation of easements are easements for purposes of access, recreation and rights-of-way across the lands subject to this Declaration and easements for the use of the boat dockage and other common elements provided in Phase I by this Declaration. Such easements shall be effective whether or not said land is ultimately developed, in part or totally, as part of this Condominium. The access and recreation easements herein reserved shall not be interpreted to allow the owners of lands or condominium units not located within Phase I to park in the parking spaces in Phase I. Those parking spaces are for the exclusive use of the owners of the units in Phase I and their

guests, tenants, invitees and licensees. Declarant and Developer shall, however, be entitled to use said parking spaces at all times. Each unit owner, by acceptance of any deed to any unit herein, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto.

3. NAME AND ADDRESS

The aforesaid real estate and all buildings and improvements thereon or hereinafter constructed thereon, together with any additional lands hereinafter annexed to Phase I pursuant to Section 14, shall be known as

SUMMER OAKS CONDOMINIUM.

Its address is: Route 1, Box 64R, Unit 1 through Unit 24, Merrimac, Wisconsin 53561.

4. INCREMENTAL DEVELOPMENT

The Declarant intends to develop SUMMER OAKS CONDOMINIUM in increments, so that in addition to the real estate described as Phase I, and the improvements submitted to the condominium form of ownership by this Declaration, Declarant may declare and annex to SUMMER OAKS CONDOMINIUM certain additional real estate and improvements, described in Article 2 (E) and on page 5 of Exhibit 2, in the manner provided in Article 14.

SUMMER OAKS CONDOMINIUM may ultimately consist of a residential condominium of one hundred seventy (170) condominium units if all proposed annexations are accomplished. In the event such annexations are accomplished, the percentage of undivided interest of each unit owner in the common areas will be changed to include additional unit owners and the additional property and improvements included in the condominium.

5. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be two (2) main buildings on the real estate described in Article 2(A) above, which buildings shall contain a total of Twenty-Four (24) units, each of said buildings containing Twelve (12) units. Said buildings shall be raised-ranch, two-level buildings consisting of a lower level living and sleeping area which shall be partially above and below grade and an upper level living and sleeping area which shall be entirely above grade. There shall be no basement area other than that in the lower living area. The buildings shall be constructed principally as wood frame buildings with rough cedar exteriors with a stone

veneer in the front of the lower level of each unit. The below grade areas shall be constructed principally of concrete. The roof shall be covered with asphalt composition roofing shingles. Each unit will have separate electric heating units, a water heating unit and an air conditioning unit. Electricity for each unit will be separately metered. Water will be provided from one or more central wells and pressure systems. Each building will have its own sanitary system consisting of one or more septic tanks and drain fields. The buildings are to be located on the real estate as indicated on page 2 of Exhibit 2 which is attached hereto and made a part of this Declaration. The Declarant reserves the right to change the lay out, location, dimensions and construction details of the buildings, units and common areas shown on the condominium plat, Exhibit 2, which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units; Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a Plat of Survey or Plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant or the Association of Unit Owners.

6. DEFINITIONS AND IDENTIFICATION OF UNITS

In this Declaration, the following definitions apply:

A. "Unit" - is that part of the Condominium designed and intended for the exclusive independent use by or under the authority of its Owner.

1. A Unit shall include one or more contiguous or non-contiguous cubicles of air; the exterior boundaries of each cubicle shall be the unfinished interior surface of the perimeter walls surrounding the cubicle, the unfinished lower surface of the ceiling of the highest story of the cubicle, and the uncovered or unfinished upper surface of the floor of the lowest story of the cubicle. Finished interior surfaces, including paint, wallpaper, carpeting and the like, are part of the Unit.

2. In addition, a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air:

- (i) All doors and windows, their interior casements, and all their openings, closing and locking mechanisms and hardware;
- (ii) All wall and ceiling mounted electrical fixtures, heating panels, and recessed junction boxes serving them;

- (iii) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (iv) All plumbing fixtures, water softener, water heater and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main water or sewage lines.
- (v) Individual furnaces, if any, or ducting and radiator and piping providing heating to the Unit and controls for the heating system for the Unit;
- (vi) The air conditioning unit and the fan, compressor and ducts, if any, providing air conditioning to the Unit and controls for the air conditioning system of the Unit, and the sleeve in which the air conditioning unit is installed; and
- (vii) The lines bringing natural gas or similar fuel and electrical energy to the Unit from the meter to the boundary of the Unit, if any shall be used.

3. Not included as part of the Unit are any structural components or any portions of the mechanical systems of the building which are not specifically included in the definition of "Unit", above, which lie within the cubicles of air comprising the Unit.

4. Identification. The units are designated by building number and by identifying unit numbers; the various units and their respective designations and locations are all as set forth on pages 2 and 4 of Exhibit 2 attached hereto. The approximate area of each unit, number of rooms, immediate common areas to which the units have access and further details identifying and describing the units are as set forth on page 4 of Exhibit 2 attached hereto. The post office address of each unit shall be: Route 1, Box 64R, the respective unit designation, Merrimac, Wisconsin 53561.

B. "Unit Owner" - is that person, combination of persons, association, partnership or corporation who holds legal title to a Unit or equitable ownership of a Unit as a land contract vendee. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one person or entity.

C. "Unit Number" - is the number, letter or combination thereof, identifying a Unit.

D. "Declarant" - is Summer Oak Coves, a Wisconsin general partnership.

E. "Association" - is the Summer Oaks Condominium Unit Owners Association, Inc., A Wisconsin non-stock corporation. All Unit Owners in Summer Oaks Condominium shall be members of the Association and subject to its Articles of Incorporation, By-Laws and Rules adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners assign the management and control of the Common Elements of the Condominium to the Association. Subject to the reservation of rights in Article 19 hereof, the policies of the Association shall be established by a Board of Directors elected by its members and implemented by management.

F. "Manager" - is the management firm or person(s) retained by the Association to manage the Condominium under the policy direction of the Board of Directors.

G. "Common Elements" - are the real estate described on page 2 of Exhibit 2 of Phase I, all those portions of the improvements of the real estate described on page 2 of Exhibit 2 and shown on pages 2 and 4 of Exhibit 2 which are not included in the definition of Unit, and all tangible personal property used in the operation, maintenance and management of the Condominium. Except as provided herein, and subject to the By-laws of the Association and Rules and Regulations adopted under them, the Common Elements are available for the use and enjoyment of or service to Owners of all Units. None of the real estate which is part of the Common Elements may be abandoned, partitioned, subdivided, encumbered, sold or transferred except by amendment of this Declaration. However, the Association may dispose of, by sale or otherwise, damaged, obsolete or unneeded personal property comprising Common Elements.

H. "Limited Common Elements" - are those Common Elements reserved for the exclusive use and enjoyment or service to one or more but not all Unit Owners. Limited Common Elements and the Unit or Units to which their use is reserved are identified on page 4 of the CONDOMINIUM Plat attached hereto as Exhibit 2. In addition, Limited Common Elements may include: patios and balconies adjacent to individual units.

7. COMMON AREAS AND FACILITIES - EASEMENTS

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls and to the center of the common walls with adjoining units for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the sound proofing of common walls between the units, and provided further that the common areas and facilities be restored

to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners and the Association of Unit Owners for the installation, maintenance and repair of common utility services in and on any part of the common areas or units.

8. LIMITED COMMON AREAS

A. Description. A portion of the common areas and facilities are designated as "Limited Common Areas," as shown on Exhibit "2". Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common areas consist of a stairway and deck at the front entrance to each unit and such other limited common areas as may be identified on page 4 of Exhibit 2.

B. Use. The manner of use of the limited common areas shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall alter, remove, repair, decorate, landscape or adorn any limited common area, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes shall be made by any unit owner to any of the limited common areas without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND VOTING

Each unit owner shall own an undivided interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number twenty-four (24).

There shall be one (1) vote appurtenant to each unit.

The percentage of such ownership of the common areas and facilities and limited common areas and the votes attaching to each unit shall be subject to change and adjustment in the event

of annexation of additional properties and improvements to the condominium, in the manner provided in Article 14 herein.

10. RESIDENTIAL PURPOSE

All buildings and the units therein contained are intended for and restricted exclusively to use by the Unit Owner, his family, lessees, invitees and frequenters for residential purposes only as governed by the terms and conditions contained herein and the By-Laws of the Association.

11. MAINTENANCE

A. Individual units and limited common areas. ~~Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures, and appurtenances 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 his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, doors and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrigerators, heating and air conditioning equipment, dishwashers, disposals, laundry equipment which may be in or connect with the unit. Each unit owner shall keep the limited common areas appurtenant to his unit, as defined in Article 8 hereof and as described in Exhibit 2, in good, clean, sanitary and attractive condition.~~

B. Common areas and facilities. ~~The Association shall be responsible for the management and control of the common areas and facilities 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 painting, repair and maintenance of the common portions of Building I and Building II, and the maintenance and repair of the well(s) and the pumping and water distribution system to the point where it intersects the Unit; the maintenance and repair of all walks, drives, parking areas and access roads, all landscaping and the recreational areas and facilities; the management and control of the on-site septic system, including the periodic maintenance and replacement, if necessary, of all components of the system which are the following: The pumping tank, the drain field and all connecting pipes which are not part of the Unit as defined in Article 6(A)(2)(IV). This system will require periodic pumping of undissolveable effluents. The Association has the power to hire outside firms to perform this maintenance. The Association will prepare an annual operating budget which will include the periodic pumping costs, the approximate repair costs, the depreciation costs and the monthly utility costs.~~

C. Prohibition against structural changes by owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the ~~exterior of any building or any common or limited common areas and facilities.~~ A unit owner shall not perform or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament without the prior written consent of the Association.

D. Entry for repairs. 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.

12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owners shall take no action which in any way will materially change any common walls.

13. REPAIR AND RECONSTRUCTION

In the event of damage to the Common Elements of the Condominium, the Association shall:

A. If insured in an amount adequate to repair or reconstruct the damaged Common Elements, proceed with the repair or reconstruction to a condition as nearly like their condition prior to damage as possible and compatible with the remainder of the Condominium.

B. If not insured in an adequate amount, proceed with such repairs or reconstruction and assess any such excess costs over insurance proceeds as Common Expenses against Unit Owners, payable in accordance with the By-Laws of the Association; unless by vote of seventy-five (75%) percent of the Unit Owners, it is agreed to remove the property from the Condominium Ownership Act, partition and sell it, in which event the insurance and sale proceeds shall be distributed in relation to the Unit Owners' percentage interest in the Common Elements as established in this Declaration, all subject, however, to the rights and priorities of mortgagees and other lien holders.

14. ANNEXATIONS TO SUMMER OAKS CONDOMINIUM

A. Right to Annex.

Declarant reserves the right, in its sole discretion, to expand the Condominium by subjecting additional property to this Declaration and by reallocating the voting and respective percentage of undivided interests and obligations as set forth in Article 9 of this Declaration. Declarant further reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

The addition of property subjected to this Declaration and the reallocation of interests and obligations may be accomplished by the recording of amendments to this Declaration, for which purpose it shall be sufficient to record an amended Declaration and an amended Condominium Plat. The property which may be added to the Condominium under this reservation of right to expand is described on page 5 of Exhibit 2 attached hereto.

Such lands may be added in one or more phases in the sole discretion of the Declarant. The maximum number of Units which may be added to the Condominium is 146 units, for a total of 170 units comprising the Condominium.

Such units shall be of generally comparable design, construction, quality and appearance as the original twenty-four (24) units constructed and submitted to the condominium form of ownership hereunder. Such additional units, at the sole discretion of Declarant, may be in the form of multi-unit buildings containing between two (2) and twelve (12) units per building, or may be in the form of single unit structures. All units, unit owners, tenants of unit owners, and occupants, and the common and limited common areas and facilities of the said property, if and when the said property or a portion thereof is so annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and By-Laws of the Association, and such restrictions, rules and regulations as may be promulgated thereunder.

The right to expand the Condominium through annexations and to amend the declaration and Condominium Plat for this purpose are reserved for a period of ten (10) years from the date of recording this Declaration. Any expansion is not considered as an Amendment under Article 20 of this Declaration.

B. Adjustment to Percentage Ownership in Common Areas.

Upon the effectiveness of such annexation, or any one in a series of annexations, the percentage of the undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including ownership and the proportionate share of common expenses to be paid by each unit, shall be adjusted in accordance with the total number of units then subject to this Declaration. Such percentage

shall be determined by dividing the number of square feet in the unit by the total number of square feet in the condominium units then subject to this Declaration, and comprising SUMMER OAKS CONDOMINIUM, including those in any annexation, provided that Declarant reserves the right to fix, in its sole discretion, a different, more equitable, means of determining such percentage upon annexations to SUMMER OAKS CONDOMINIUM in the event that the limited common areas appurtenant to the units added or the cost of upkeep of the units added in such annexations are widely disproportionate to those of the existing units in the condominium. The adjusted percentage shall not, in any event, be proportionately less for the annexed units than that attributed to the then existing units in SUMMER OAKS CONDOMINIUM, and shall be stated in the Amendment to this Declaration.

C. Consent of Unit Owners and Power of Attorney.

Each owner of a condominium unit in SUMMER OAKS CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the aforesaid annexation or series of annexation, or any part thereof, and the aforesaid adjustment in and to the percentage of the undivided interest in the common and limited common areas and facilities appertaining to each unit and its owner attendant upon such annexation, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such unit owner with respect to the aforesaid annexation(s) and the filing and recording of an Amendment or Amendments to this Declaration with respect thereto in conformance with this Article 14. However, nothing contained in this Article 14 shall be deemed to place any obligation whatsoever on the Declarant, its successors or assigns, with respect to accomplishment and consummation of any annexation of the aforesaid property, or construction of any condominium units thereon, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such annexation or construction of units.

D. Votes. All units in the expanded condominium shall have one (1) vote.

15. CHANGES TO UNITS

A. A Unit Owner may make improvements and alterations within that owner's Unit. Any such improvement or alteration which changes the floor plan or room dimensions of the Unit must be evidenced by the recording of a modification to the Plat of SUMMER OAKS CONDOMINIUM before it is accomplished. A modification must follow the statutory requirements for this purpose, and is not an amendment as provided for in Article 20 of this Declaration.

B. The boundaries of adjoining Units may be reallocated by written agreement of the owners of the Units involved subject to

Amendment of the Declaration and Condominium Plat under Article 20 of this Declaration. This agreement must adequately describe the Units, the proposed relocation of the boundaries and reallocate the percentage interests appertaining to the Units involved.

C. No Unit Owner may alter the appearance or design of the exterior of the building or Unit, the Limited Common Elements reserved to it, or the Common Elements.

D. Permitted changes in a Unit must be accomplished in accordance with applicable laws, regulations and ordinances. All expenses involved in such changes, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved in the changes. No such change may impair the structural integrity or operation of the mechanical systems or services of the Condominium, unreasonably interfere with the use and enjoyment of other Units or the Common Elements, reduce the value of the other Units or the Common Elements, or impair or restrict any easement or other right in or to the property.

16. REMEDIES

The Association has all remedies available to it by law for the enforcement of the duties and obligations of Unit Owners, which may be exercised separately or in conjunction with one another. The failure of the Association to invoke a remedy with respect to the breach by a Unit Owner of any obligation shall not constitute a waiver of the right to invoke remedies for any subsequent breach. To the extent no damages can be accurately determined for the violation of these duties and obligations, liquidated damages of \$100 may be assessed for each violation. Such damages shall be charged as a special assessment to the Unit. Each Unit Owner is responsible for the behavior of his family members, guests, lessees, employees, and all others that might occupy his Unit or come upon the condominium property at his request or invitation, and their violations of any of the duties and obligations of a Unit Owner shall be treated as the Unit Owner's violations.

17. CERTIFICATES

All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against any Unit or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by its secretary or assistant secretary.

18. CONDOMINIUM LAW INCORPORATED

The provisions of Chapter 703, Wisconsin Statutes (1977), are incorporated by reference into this Declaration; and in the

event of any conflict between the provisions contained herein and the provisions of Chapter 703, Wisconsin Statutes, the latter provisions shall control.

19. RIGHTS RESERVED TO DECLARANT AND TURNOVER

Until a date determined under the By-Laws of the Association, but in no event more than ten (10) years from the date this Declaration is recorded, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members and directors. Notwithstanding this reservation, after 25% of the total Units permitted by Article 4 have been sold, Declarant shall permit Unit Owners to elect one-third (1/3) of the Board of Directors of the Association. At the time this reservation terminates, control of the Association will be turned over to the Unit Owners, provided that Declarant reserves the right to name two (2) directors to the Board of Directors until all Units have been conveyed to Unit Owners. Notwithstanding any provisions herein to the contrary, Declarant reserves the right to continue development work in accordance with the plans for the original Condominium, and to do additional development work on the Common Elements of the Condominium as initially constituted, to conduct promotional and sales activities using unsold Units and the Common Elements, and to do all other acts it deems necessary in connection with the development and sale of Units in the Condominium so long as these do not violate the legal rights of Unit Owners or their mortgagees or unreasonably interfere with the use and enjoyment of the Units and Common Elements. Declarant reserves the right to grant easements over, through, or under any part of the common areas of the initial or expanded Condominium for the benefit of the Condominium as a whole or any part thereof. Declarant reserves the right to grant easements for use of the common areas to purchasers of Article 4 lands or condominium units built on Article 4 lands which are not annexed to this condominium. Each residential unit receiving such a use easement may be charged an annual user fee equal to the annual cost of maintaining the recreational facilities in the common areas divided by the total number of residential units having such access. Such user fees shall be payable to the Association on a monthly basis. The Association may place a lien upon any residential unit, regardless of its membership status, which has such easement rights and which does not pay its user fees according to the same schedule applicable to Unit Owners. All such users of the common areas will be required to comply with all the rules and regulations imposed by the Association governing use of the common areas, and such users will be subject to fines of \$100 per violation.

If such fines are not paid, the Association may place a lien upon the real property or condominium unit of the user located in the Article 4 lands.

Declarant reserves the right to expand or improve the boat dockage located on the shoreline of Phase I in its sole discretion, at any time during the 10 year period commencing with the recording of this Declaration or upon the completion of development of the Article 4 lands, whichever shall occur sooner, as an addition to or improvement of the Common Elements of this Condominium. In addition, the Declarant reserves the right, in its sole discretion, at any time during the 10 year period commencing with the recording of this Declaration or upon the completion of development of the Article 4 lands, whichever shall occur sooner, to construct or place additional recreational amenities, possibly including a pool, tennis court(s), or any other recreational amenities, in the common areas of this condominium. Such additional amenities will be subject to the provisions of the foregoing paragraph of this Section 19. The costs of maintaining such additional amenities will be a common expense, and they will be assessed to the unit owners as such, except as the costs for such amenities may be assessed in addition to owners of Article 4 lands as provided in the foregoing paragraph of this Section 19. Declarant, while reserving the right to provide such additional amenities, shall not be obligated to provide any recreational amenities other than those described in the condominium Plat.

20. AMENDMENT OF DECLARATION

Except as otherwise provided herein, the Declaration or the Condominium Plat may only be amended by written consent of seventy-five (75%) percent of the Unit Owners and a similar percentage of mortgagees and/or land contract vendors of Units, provided no such amendment may substantially impair the security of any mortgagee of a Unit. No amendment to the Declaration affecting the status and rights of Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration or the Condominium Plat is effective until an instrument, containing the amendment and stating that the required consent or vote was obtained, signed on behalf of the Association by its president and secretary and duly acknowledged or authenticated, is recorded in the office of the Register of Deeds for Sauk County, Wisconsin.

21. ASSESSMENTS FOR COMMON EXPENSES

A. As provided for in Article 9 of this Declaration, each Unit Owner is liable for the share of Common Expenses of the Association assessed against such Owner's Unit. All assessments, until paid, together with interest on them at the highest legal rate provided for by law; and actual costs of collection, including attorney's fees, constitute a lien against the Units on which they are assessed. Such condominium lien may be filed and shall be in such form as required by law. If any assessment of Common Expenses is delinquent and a statement of condominium lien has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a statement of condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit, if the mortgagee so elects. The condominium lien may be foreclosed by the Association. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection as provided for herein. This liability shall

not terminate upon transfer of ownership or abandonment of occupancy by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a Receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of assessment or any part of it because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them; but rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

B. When the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the total share of common expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or prior to the execution of the deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible proportionately from all of the Unit Owners including such acquirer, his successors and assigns.

C. Assessments shall be paid in advance, in the form of a monthly fee, determined by a budget of common expenses approved by the Association, which budget shall, after January 1, 1982, include a reserve for deferred maintenance and a reserve for replacement. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

D. Until the Declarant's control is terminated, the Declarant, or Developer where appropriate, shall pay the monthly fee only on those of its Units which are ready for occupancy.

22. SERVICE OF PROCESS

Service of process on the Declarant or the Association shall be made upon John A. Kassner at 131 West Wilson Street, Suite 103, Madison, Wisconsin 53703. A successor for this purpose may be named by the Board of Directors of the Association and the name and address of the successor shall be filed with the Secretary of State of the State of Wisconsin.

23. INSURANCE

A. The Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on the entire Condominium. This is to include fire and extended coverage and all other types of coverage commonly maintained on such projects. The Association shall hold this insurance in

its name for the use and benefit of the Unit Owners and of the mortgagees (or land contract vendors) of Units, or their successors and assigns, as their interest may appear.

To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time.

B. The Association shall maintain comprehensive public liability insurance with limits not less than \$500,000.00 per occurrence for personal injury or property damage on the Common Elements. This insurance is to contain a "severability of interest" clause permitting recovery by Unit Owners for injury or damage insured against.

C. The Association shall maintain fidelity coverage against dishonest acts by any person, paid or volunteer, excluding the Declarant, and the Developer, responsible for handling the funds belonging to or administered by the Association. The Association is to be the named insured and protection is to be not less than one and one-half times the Association's annual operating expenses and reserves.

D. All insurance is maintained as a Common Expense. The Association acts as trustee for the purpose of obtaining insurance coverage and the receipt, application and disbursement of proceeds from it.

E. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance on risks not insured by the Association or with limits in excess of those maintained by the Association.

F. The Board of Directors shall provide worker's compensation insurance.

G. All insurance as required by this Article shall be purchased and maintained by the Association, commencing not later than the sale of the first Unit.

Executed at Madison, Wisconsin, this 30th day of March, 1981.

SUMMER OAK COVES
A Wisconsin general partnership

BY: John E. Kassner (SEAL)
Partner

John E. Kassner (SEAL)
Partner

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 30 day of March,
1981, John E. Kassner and John A. Kassner, all of the partners of
SUMMER OAK COVES, A Wisconsin general partnership, to me known to
be such persons and officers who executed the foregoing instrument
and acknowledged that they executed the same.

[Signature]
Notary Public, Dane County, WI
My commission: in permanent

This instrument was drafted by
John A. Kassner
KASSNER AND SWEET
131 West Wilson Street, Suite 103
Madison, WI 53703

SUMMER OAKS CONDOMINIUM
DECLARATION OF CONDOMINIUM

Table of Contents to Exhibits

<u>Exhibit</u>	<u>Page</u>
Exhibit 1 - Legal Description of Condominium Property. . . .	(a)
Exhibit 2 - Condominium Plat of SUMMER OAKS CONDOMINIUM. . .	(b-1)
Exhibit 3 - Schedule of Appurtenant Interests and obli- gations of Unit Owners	(c)
Exhibit 4 - Legal Description of Expansion Lands	(d)

Exhibit 1

To Declaration of Condominium of

SUMMER OAKS CONDOMINIUM

The following described real estate situated in the Town of Merrimac, Sauk County, Wisconsin, to-wit:

Lot One (1) of Certified Survey Map Number 1104, as recorded in the Sauk County Register of Deeds office in Volume 4 of Certified Survey Maps on pages 1104 and 1104A.

Together with and subject to any and all easements and restrictions of record.

(a)

SUMMER OAKS CONDOMINIUM PLAT
PHASE I

The undersigned hereby certifies that this condominium plat consisting of this page and the following four pages is a correct representation of Summer Oaks Condominium and the identification and location of each unit and the common elements can be determined from this condominium plat;

This certification is made pursuant to Section 703.11, Wisconsin Statutes.

Dated this 19 day of November, 1980.

Donald L. Mulock
Donald L. Mulock, R.L.S. #SB8T

TABLE OF CONTENTS

	<u>PAGE</u>
Surveyor's Certification & Table of Contents	1
Survey of Property Described in the Declaration	2
Surveyor's Certification of Survey	3
Buildings 1 & 2, Upper & Lower Levels	4
General Outline of Land, Master Plan & Expansion Land	5

This instrument was drafted by:

John A. Kassner
W. Wilson Street
Madison, WI

SURVEYOR'S CERTIFICATE OF SURVEY

The undersigned hereby certifies that he has surveyed and mapped the real estate described and pictured on Page 2 of this Condominium Plat;

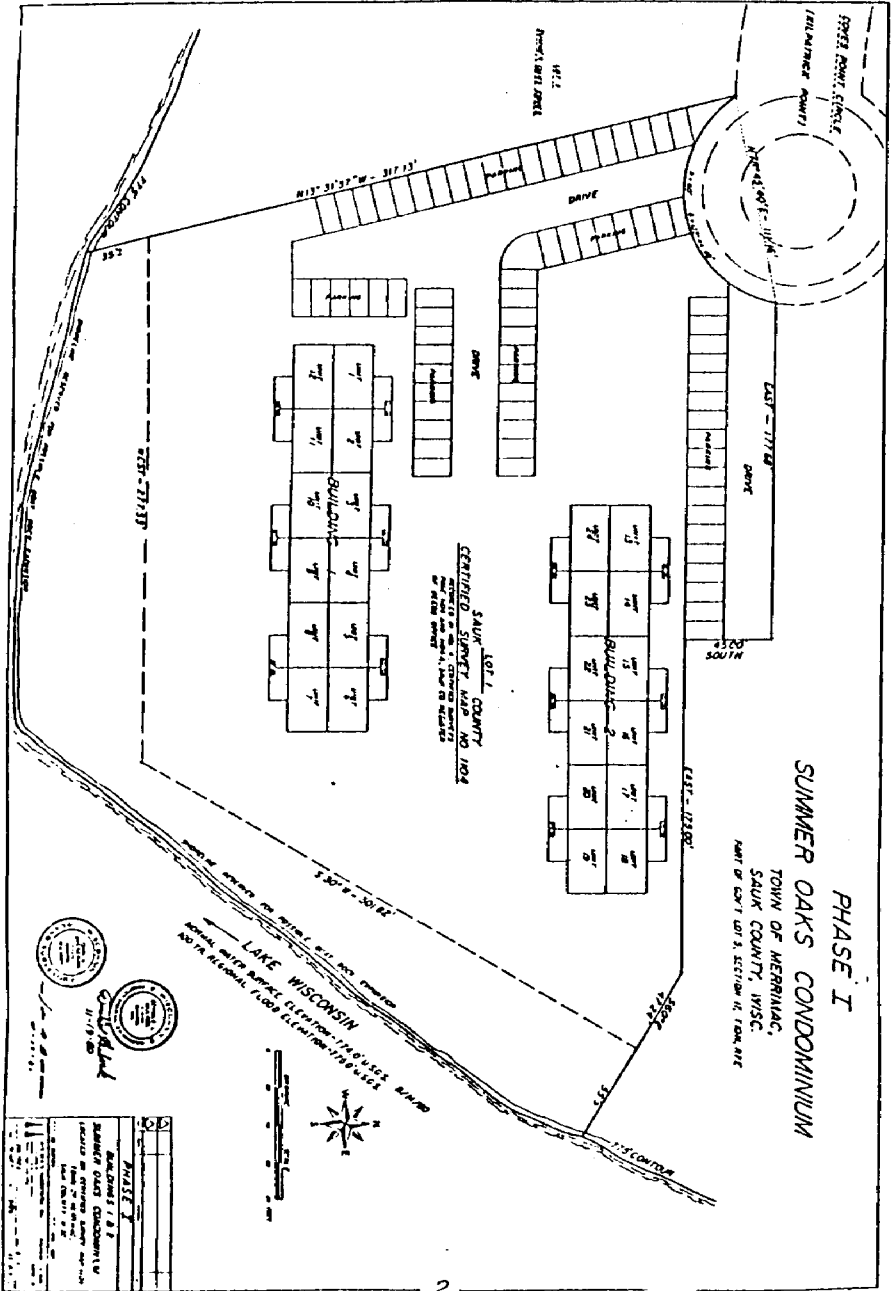
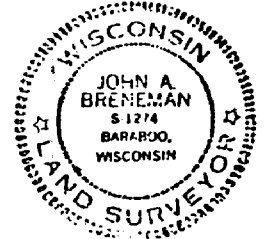
That said map is a correct representation of the exterior boundaries of the land and shows the location of any buildings located or to be located thereon, and;

That said map represents Lot 1 of Certified Survey Map #1104 recorded in Volume 4, Page 1104 and Page 1104A of Sauk County Certified Survey Maps dated August 8, 1980.

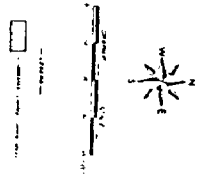
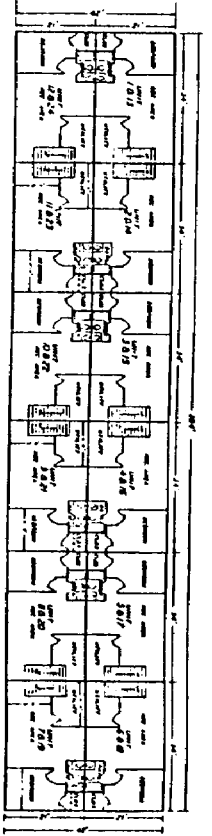
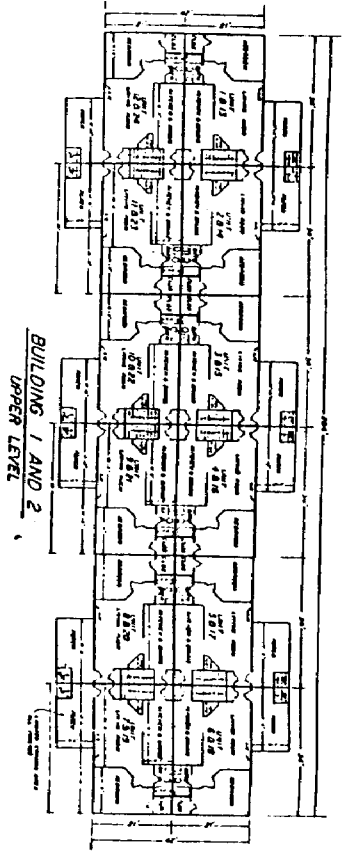
Dated this 19 day of November, 1980.

John A. Breneman
 John A. Breneman, R.L.S.

Nov. 19, 1980



BUILDING 1 & 2, UPPER & LOWER LEVELS, PHASE I
 SUMMER OAKS CONDOMINIUM
 TOWN OF MERRIMAC,
 SAUK COUNTY, WISC.



1	2	3	4
1	2	3	4
1	2	3	4
1	2	3	4

BUILDINGS 1 & 2
 UPPER & LOWER LEVELS
 SUMMER OAKS
 CONDOMINIUM
 SAUK COUNTY, WISC.

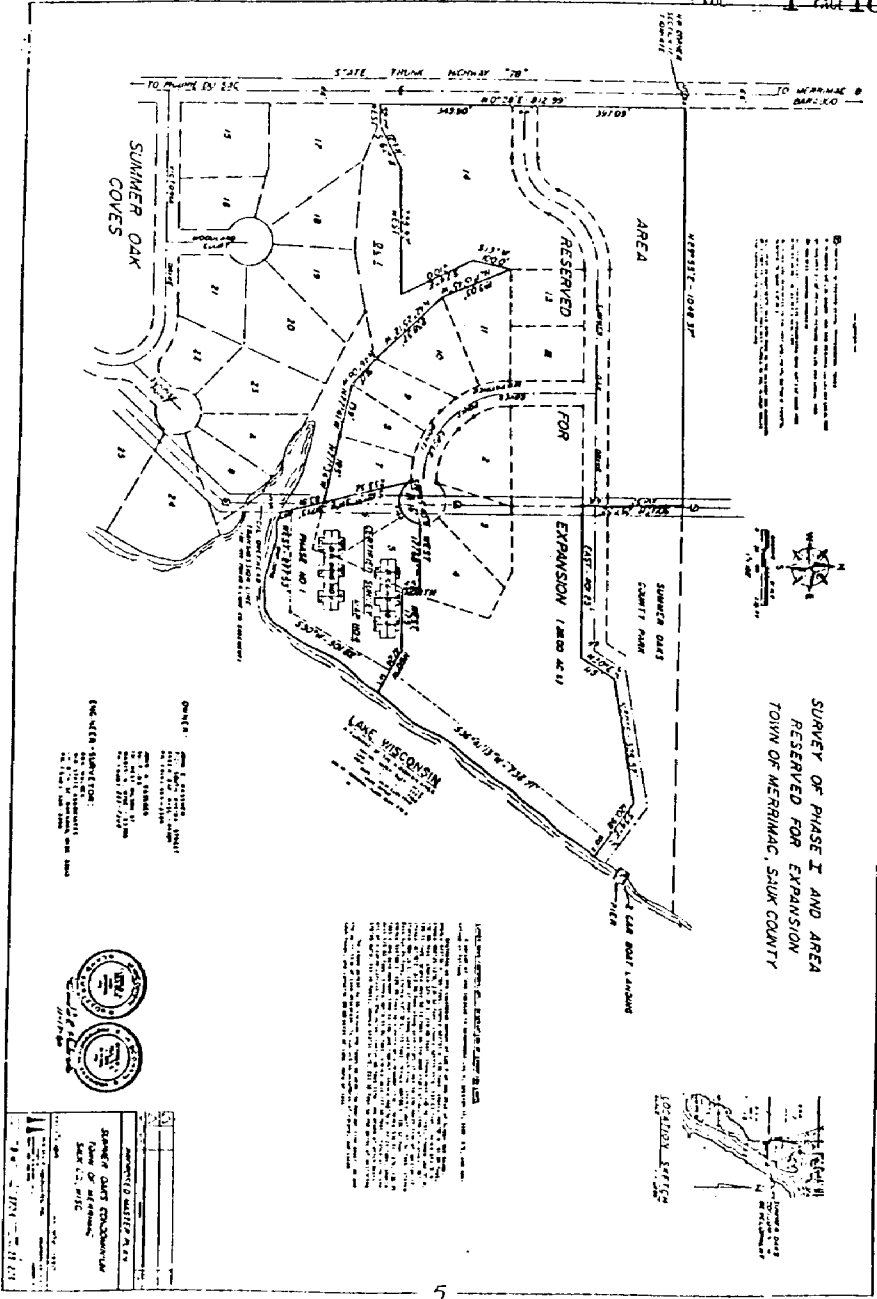


Exhibit 3

To Declaration of Condominium of
 SUMMER OAKS CONDOMINIUM
 Schedule of Appurtenant Interest and Obligations of Unit Owners

Building I, Route 1, Box 64R, Unit 1 through 12.

Unit Number	Percentage	Street Address
1	4.166666	Route 1, Box 64R, Unit 1
2	4.166666	Route 1, Box 64R, Unit 2
3	4.166666	Route 1, Box 64R, Unit 3
4	4.166666	Route 1, Box 64R, Unit 4
5	4.166666	Route 1, Box 64R, Unit 5
6	4.166666	Route 1, Box 64R, Unit 6
7	4.166666	Route 1, Box 64R, Unit 7
8	4.166666	Route 1, Box 64R, Unit 8
9	4.166666	Route 1, Box 64R, Unit 9
10	4.166666	Route 1, Box 64R, Unit 10
11	4.166666	Route 1, Box 64R, Unit 11
12	4.166666	Route 1, Box 64R, Unit 12

Building II, Route 2, Box 64R, Unit 13 through 24.

Unit Number	Percentage	Street Address
13	4.166666	Route 1, Box 64R, Unit 13
14	4.166666	Route 1, Box 64R, Unit 14
15	4.166666	Route 1, Box 64R, Unit 15
16	4.166666	Route 1, Box 64R, Unit 16
17	4.166666	Route 1, Box 64R, Unit 17
18	4.166666	Route 1, Box 64R, Unit 18
19	4.166666	Route 1, Box 64R, Unit 19
20	4.166666	Route 1, Box 64R, Unit 20
21	4.166666	Route 1, Box 64R, Unit 21
22	4.166666	Route 1, Box 64R, Unit 22
23	4.166666	Route 1, Box 64R, Unit 23
24	4.166666	Route 1, Box 64R, Unit 24

Exhibit 4

To the Declaration of Condominium of

SUMMER OAKS CONDOMINIUM

The Expansion Lands shall consist of the following described real estate situated in the Town of Merrimac, Sauk County, Wisconsin, to-wit:

Beginning at the southeast corner of Lot 7 of the Plat of Summer Oak Coves; thence N77°34'W, 185 feet; thence N77°41'W, 139 feet; thence N46°08'W, 91.00 feet; thence N42°25'12"W, 238.37 feet; thence N21°15'45"W, 193.03 feet; thence S13°00'W, 100.00 feet; thence S24°00'E, 210.00 feet; thence West 328.92 feet; thence S62°00'W, 129.11 feet; thence West 52.12 feet to the east right-of-way line of Highway "78"; thence N0°28'E, 812.99 feet along said right-of-way to the north line of Section 17; thence N89°55'E, 1048.37 feet along said north line; thence South 267.52 feet; thence East 401.25 feet; thence N30°00'E, 115 feet; thence N80°00'E, 326.57 feet; thence S54°00'E, 120.98 feet to a point on a meander line; thence S36°41'13"W, 736.71 feet along said meander line to the end thereof; thence N60°00'W, 47.24 feet; thence West 175.00 feet; thence North 45.00 feet; thence West 177.68 feet; thence along the arc of a curve concave to the north, radius 60 feet (the long chord of which bears S78°45'40"W, 111.16 feet); thence S13°31'37"E, 233.32 feet to the point of beginning.

The above parcel is to include the lands between the meander line described and the water line of Lake Wisconsin; is subject to easements of record, dedicated town roads, and contains 25.44 acres of land, more or less.