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SAUK COUNTY, WIS.
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JUN 30 1987

SIXTH AMENDMENT TO
THE
CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SUMMER OAKS CONDOMINIUM
PHASE V

RECORDED IN...
INDEXED IN...
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THIS SIXTH AMENDMENT TO THE 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", and pursuant to Article 14 of the Declaration which is dated March 30, 1981, and which was recorded on March 31, 1981, in Volume 1 of Condominiums on page 140 as Document Number 444388 at the Sauk County Register of Deeds office, by Summer Oak Coves, a general partnership consisting of John E. Kassner and John A. Kassner, the Declarants in the aforementioned Declaration and hereinafter referred to as the Declarant in this Sixth Amendment.

1. STATEMENT OF DECLARATION

The purpose of this Sixth Amendment to the Declaration is to submit additional 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 to the terms of the Declaration of Condominium of Summer Oaks Condominium previously mentioned, as previously amended from time to time.

Declarant hereby declares that it is the sole owner of the real property described in Article 2(A) herein, except as to easements and reservations described therein, together with all buildings and improvements thereon, (hereinafter referred to as "Phase V property") which is hereby submitted to the condominium form of ownership as provided in the Act and the Declaration as previously and as herein amended, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration, as it is and has been, from time to time amended, and of 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. In so doing, the Declarant adds the Phase V property as additional property, thereby expanding Summer Oaks Condominium.

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2. LEGAL DESCRIPTION AND EASEMENTS.

A. Description of Land. The Phase V property is described as follows:

A parcel of land located in Government Lot 5, Section 17, T10N, R7E, Town of Merrimac, Sauk County, Wisconsin;

Part of Lot One (1) of Certified Survey Map 1113, part of Lot One (1) of Certified Survey Map 1145, and all of parcel One (1) of Certified Survey Map 1785, described as follows:

Beginning at the southwest corner of Parcel One (1) of Certified Survey Map 1785 on the south right-of-way of Kilpatrick Point. Thence N30°00'00"E, 35.25 feet; along said right-of-way; thence East 73.31 feet; thence S54°00'00"E, 148.40 feet; thence S78°43'43"E, 91.96 feet; thence S42°00'00"E, 46.37 feet to the Meander Line; thence S36°41'13"W, 209.89 feet along said Meander Line; thence N85°00'00"W, 86.89 feet; thence N21°00'00"W, 117.36 feet; thence North 160.31 feet; thence West to the point of beginning.

This Parcel is to include the lands between the Meander Line described and the water line of Lake Wisconsin.

The Parcel contains 1.29 acres of land, more or less, to the water line and is subject to easements of record.

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

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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 any 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 materials 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.

C. Reservation of Easement. The Wisconsin Power and Light Company, by warranty deed dated April 21, 1981, recorded July 21, 1981, in Reel 165 at Image 484 as Document Number 446433 at the Sauk County Register of Deeds office, has retained the following interest in a portion of the lands comprising both Phase IV and Phase V of Summer Oaks Condominium; Reserving unto Grantor, 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 construction, operation and maintenance of Grantor's dams, power plants or works appurtenant thereto; located in, across or adjacent to Lake Wisconsin. Said easement affects the following described lands, portions of which are included in both Phase IV and Phase V, Summer Oaks Condominium:

A parcel of land in Government Lot 5 of fractional Section 17, Town 10 North, Range 7 East, Merrimac Town, Sauk County, Wisconsin, described by:

Commencing at a Harrison monument marking the northwest corner of said Section 17; thence north 89 degrees 55 minutes east, along the north line of said Section 17, 1680.00 feet to a 2-inch iron pipe and the point of beginning, said point also being the northeast corner of the Plat of Summer Oak Coves; thence continuing north 89 degrees 55 minutes east 413.14 feet to a meander line; thence south 36 degrees west along said meander line 784.45 feet to the end of said meander line; thence north 64 degrees 46 minutes west 212.21 feet to a 2-inch iron pipe, said iron pipe being south 64 degrees 46 minutes east 65 feet from the northeast corner of Lot 4 of said Plat of Summer Oak Coves; thence north 29 degrees 50 minutes east 422.0 feet to a 2-inch iron pipe; thence north 9 degrees 35 minutes east 180.0 feet to the point of beginning, and containing 5.05 acres more or less.

Intending to include those lands lying between the meander line and the water's edge of Lake Wisconsin, and between the respective northerly and southerly lot lines extended to said water's edge.

002-050

D. **Reservation by Declarant.** Declarant expressly declares, reserves and accepts access, recreational and development easements over the lands herein annexed to Summer Oaks Condominium, previously referred to as Phase V property, 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. Adjacent or nearby lands shown on page 5 of Exhibit 2 to the original Declaration have been reduced by the addition of Phases II and III and Phase IV to Summer Oaks Condominium and by this, Phase V to Summer Oaks Condominium. The remaining lands to which this paragraph shall apply are described as follows as "Expansion Lands".

SUMMER OAKS CONDOMINIUM - 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 42.12 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. Excepting therefrom the Phase II property described in Article 2(A) of the Second Amendment to the Declaration, and also excepting therefrom the Phase III property described in Article 2(A) of the Fourth Amendment to the Declaration, and also excepting therefrom the Phase IV property described in Article 2(A) of the Fifth Amendment to the Declaration and also excepting therefrom the Phase V property described in Article 2(A) of this Sixth Amendment to the Declaration.

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 and dedicated town roads.

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 Phases I and II 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 in Phase V to park in the parking spaces in Phase V. Those parking spaces are for the exclusive use of the owners of the units in Phase V and their guests, tenants, invitees and licensees. Declarant 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 Phase V property, together with the Phase I, Phase II, III and Phase IV property, and all buildings and improvements thereon or hereinafter constructed thereon, together with any additional lands hereinafter annexed to Phase I, II, III, IV and V pursuant to Article 14 of the Declaration, shall be known as

SUMMER OAKS CONDOMINIUM

Its address is: Route 1, Box 64R
Unit 1 through Unit 81,
exclusive of Units 21, 22, 23 and 24
Merrimac, Wisconsin

4. DESCRIPTION AND LOCATION OF BUILDINGS.

There shall be one (1) main building on the real estate of Phase V, described generally as Building 9.

Building 9 shall contain twelve (12) units in a two-story building of principally wood-frame construction designed for exclusively residential use. All of the dwelling areas of Building 9 are entirely above-grade with no basement areas. Each of the units in Building 9 shall be on one floor level, with half of the units in the building located on the first, or ground, floor and the other half of the units being located on the second, or upper floor.

Building 9 shall have aluminum siding and cedar or similar appearing wood-textured siding exterior. The roof shall be covered with state-approved asphalt or fiberglass composition shingles.

The units in Building 9 will have separately metered electric base-board heating units, a separately metered electric water heater, and two electric, wall-mounted air conditioning

units. Electricity for said units will be separately metered. Water will be provided from one or more central wells and pressure systems. The buildings will have a sanitary system consisting of one or more septic tanks and drain fields located in Phase IV. The building is to be located on the real estate as indicated on page 1 of Exhibit 2, the Condominium Plat for Phase V, which is attached hereto and made a part of this Declaration.

Declarant intends to construct Building 9 in up to three stages with units 70, 71, 72 and 73 being the first four units to be constructed. Declarant makes no representations as to the timetable for the construction of the remaining units of Building 9, and no owner of any other unit in Summer Oaks Condominium shall have any rights or claims against Declarant or its successors or assigns arising out of the timing of construction of said future construction units, Units 74 through 81, both inclusive, or as a consequence of Declarant's ultimate failure to construct said units. The timing of construction of all said units in Building 9 shall be at the exclusive discretion of Declarant, its successors or assigns.

Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, units and common areas shown on the Condominium Plat, 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 number, 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 at the office of the Summer Oaks Condominium Unit Owners Association, Inc.

5. DEFINITIONS AND IDENTIFICATION OF UNITS.

Article 6 of the Declaration is incorporated herein, but, because of the annexation, the following portions are modified as follows:

A. Article 6(A)(4) shall henceforth read as follows:

4. Identification. The units are designated by building number and by identifying unit numbers; the various units and their respective designations and locations are set forth on pages 2 and 4 of Exhibit 2 of the Declaration and on pages 2 and 4 of Exhibit 2 to the Second Amendment to the Declaration, on pages 1 and 2 of Exhibit 2 to the Third Amendment to the Declaration, on pages 1 and 2 of Exhibit 2 to the Fourth Amendment to the Declaration, and pages 1 through 5 of Exhibit 2 to the Fifth Amendment to the Declaration and on pages 1 through 3 of Exhibit 2 to the Sixth Amendment to the Declaration. 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 set forth on the pages referenced above. The post office address of each unit shall be: Route 1, Box 64R, the respective unit number, Merrimac, Wisconsin 53561.

B. Article 6(G) shall henceforth read as follows:

"G. "Common Elements" - are the real estate described on page 2 of Exhibit 2, the Condominium Plat of Phase I as amended by the Third Amendment to the Declaration which replatted said Phase I; the real estate described in the Plat of Phase II; the real estate described in the Plat of Phase III, the real estate described in the Plat of Phase IV, and the real estate described in the Plat of Phase V; all those portions of the improvements in Phases I, II, III, IV and V 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.

C. Article 6(H) shall henceforth read as follows:

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.

1. Phase I and II Limited common elements.

Limited Common Elements in Phases I and II and the Unit or Units to which their use is reserved are identified on page 4 of Exhibit 2 to the Declaration, the Condominium Plat, on page 4 of Exhibit 2 to the Second Amendment to the Declaration, the Amended Condominium Plat except as amended on page 2 of Exhibit 2 to the Third Amendment to the Declaration. In addition, such limited common elements may include: patios and balconies adjacent to individual units.

2. Phase III Limited Common Elements.

There are two (2) classes of limited common areas in buildings located in Phase III as shown on the Condominium Plat for Phase III.

(1) Class III-1: Class III-1 limited common areas are Areas whose use is restricted to the one unit owner whose unit is contiguous to such Area and his tenants, guests and invitees. Class III-1 limited common areas consist of the concrete patio at the front of lower level units and the jump off porches on upper level units. Class III-1 limited common areas are shown on page 2 of Exhibit 2 to the Fourth Amendment.

(2) Class III-2: Class III-2 limited common areas are Areas whose use is restricted to the eight unit owners who share ownership of the eight units immediately contiguous to such Area and their guests and invitees or tenants. Class III-2 limited common areas consist of the common hallways and stairways within that building in which the eight units are located. Class III-2 limited common areas are depicted on page 2 of Exhibit 2 to the Fourth Amendment.

3. Phase IV Limited Common Elements.

Limited common elements appurtenant to Unit 57 in Building 7 shall consist of the front and rear decks on said unit. Limited common elements appurtenant to units in Building 8 shall consist of the rear deck on each unit, the front deck on each lower level unit, the front deck and the stairs to said deck on upper level units and the boat dock space shown on the Plat of Phase IV bearing the unit number to which such docking space is appurtenant. The pier dividing two docking spaces shall be a limited common element for the exclusive use of the two units whose docking spaces lie on either side of said pier as shown on the Plat of Phase IV.

4. Phase V Limited Common Elements.

Limited common elements appurtenant to units in Building 9 shall consist of the rear deck on each unit, the front deck on each lower level unit, the front deck and the stairs to said deck on upper level units and the boat dock space shown on the Plat of Phase V bearing the unit number to which such docking space is appurtenant. The pier dividing two docking spaces shall be a limited common element for the exclusive use of the two units whose docking spaces lie on either side of said pier as shown on the Plat of Phase V.

6. Limited Common Areas.

Article 8 of the Declaration is incorporated herein, but, because of the annexation of the Phase V property, the following portions are modified as follows:

A. Description - Phase I and II Limited Common Areas.

A portion of the common areas and facilities are designated as "Limited Common Areas," as shown on Exhibit 2 to the Declaration, the Condominium Plat, as amended by Exhibit 2 to the Third Amendment to the Declaration, the Replat of Units 1-24 and as shown on Exhibit 2 to the Second Amendment to the Declaration, the Amended Condominium Plat. 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 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 in Units 1 through 12 and 25 through 32, and such other limited common areas as may be identified on page 4 of Exhibit 2 to the Declaration, and on page 4 of Exhibit 2 of the Second Amendment to the Declaration, Units 13 through 20 shall have limited common areas consisting of a porch/patio area at the front entrance and such other limited common areas as may be identified on Exhibit 2 to the Third Amendment to the Declaration.

B. Description - Phase III Limited Common Areas. Portion of the common areas and facilities are designated as "Limited Common Areas" as shown on Exhibit 2, the Phase III Plat. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit or units to which they are appurtenant, to the exclusion of all other units in the condominium. The various classes of limited common area and the units to which they appertain are defined in Article 6(H) as herein amended.

C. Description - Phase IV Limited Common Areas. Portions of the Common Areas and facilities are designated as "Limited Common Areas" as shown on Exhibit 2 of the Plat of Phase IV. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit or units to which they are appurtenant, to the exclusion of all other units in the condominium. The various types of limited common area and the units to which they are appurtenant are defined in Article 6(H) as herein amended.

D. Description - Phase V Limited Common Areas. Portions of the Common Areas and facilities are designated as "Limited Common Areas" as shown on Exhibit 2 of the Plat of Phase V. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit or units to which they are appurtenant, to the exclusion of all other units in the condominium. The various types of limited common area and the units to which they are appurtenant are defined in Article 6(H) as herein amended.

E. 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.

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

With the recording of this Sixth Amendment to the Declaration, 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 the 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 and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number seventy-seven (77). (See Exhibit 3 to this Sixth Amendment to the Declaration for the revised schedule of appurtenant interest, which replaces all former schedules).

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 of the Declaration.

8. MAINTENANCE

Article 11 of the Declaration is incorporated herein, but, because of the annexation of the Phase V property, the following portions of Article 11 are modified to read as follows:

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 of the Declaration and as described in Exhibit 2, to the Declaration, Exhibit 2 to the Second Amendment to the Declaration, Exhibit 2 to the Third Amendment to the Declaration, Exhibit 2 to the Fourth Amendment to the Declaration and Exhibit 2 to the Fifth Amendment and Exhibit 2 to the Sixth Amendment to the Declaration 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 all buildings, 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 systems, including the periodic maintenance and replacement, if necessary, of all components of the systems which are the following: The pumps and pumping tank(s), and the drain field(s) 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.

9. INCORPORATION BY REFERENCE

This Sixth Amendment to the Declaration of Summer Oaks Condominium is intended to annex additional real property to the Condominium and to add twelve (12) additional units to the Condominium. This Sixth Amendment consequently incorporates by reference here, all of the terms of the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment thereto referred to earlier except as those terms are specifically revised herein, and as to

such specific revision, the present language shall control.

Executed at Middleton, Wisconsin, the 28th day of January, 1987.

SUMMER OAK COVES
A Wisconsin General Partnership

 (SEAL)
BY: John E. Kassner, Partner

 (SEAL)
BY: John A. Kassner, Partner

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 28th day of January, 1987, 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.

William Hill
Notary Public, Dane County, WI
My Commission: 2 years 10/11/87

This instrument was drafted by
Attorney John A. Kassner
6629 University Avenue
Middleton, WI 53562
(608) 836-8400

SUMMER OAKS CONDOMINIUM
SIXTH AMENDMENT TO DECLARATION
OF CONDOMINIUM

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EXHIBIT 1

PL 002 REC 060

To Sixth Amendment to Declaration of Condominium of
SUMMER OAKS CONDOMINIUM

The lands affected by this Sixth Amendment to the Declaration are described as follows:

A parcel of land located in Government Lot 5, Section 17, T10N, R7E, Town of Merrimac, Sauk County, Wisconsin;

Part of Lot One (1) of Certified Survey Map 1113, part of Lot One (1) of Certified Survey Map 1145, and all of parcel One (1) of Certified Survey Map 1785, described as follows:

Beginning at the southwest corner of Parcel One (1) of Certified Survey Map 1785 on the south right-of-way of Kilpatrick Point. Thence N30°00'00"E, 35.25 feet; along said right-of-way; thence East 73.31 feet; thence S54°00'00"E, 148.40 feet ; thence S78°43'43"E, 91.96 feet; thence S42°00'00"E, 46.37 feet to the Meander Line; thence S36°41'13"W, 209.89 feet along said Meander Line; thence N85°00'00"W, 86.89 feet; thence N21°00'00"W, 117.36 feet; thence North 160.31 feet; thence West to the point of beginning.

This Parcel is to include the lands between the Meander Line described and the water line of Lake Wisconsin.

The Parcel contains 1.29 acres of land, more or less, to the water line and is subject to easements of record.

COORDINATE LIST

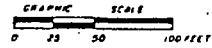
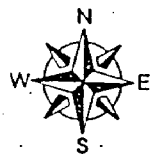
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7	2797.235504	1545.245652	8	2810.287217	1815.861639
9	2857.457596	1634.589653	10	2866.970000	1889.920454
11	2782.701134	1692.674655	12	2762.827013	1804.670008
13	2724.552281	1789.404746	14	2636.356581	1848.991846
15	2669.127891	1678.377346	16	2679.889281	1807.863646
17	2641.654581	1787.349546	18	2618.156275	1738.557182
19	2656.802356	1745.629539	20	2679.038356	1766.134238
21	2707.172056	1782.647538	22	2735.507656	1807.161638
23	2763.742056	1627.695338	24	2791.977008	1848.193846
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LEGEND

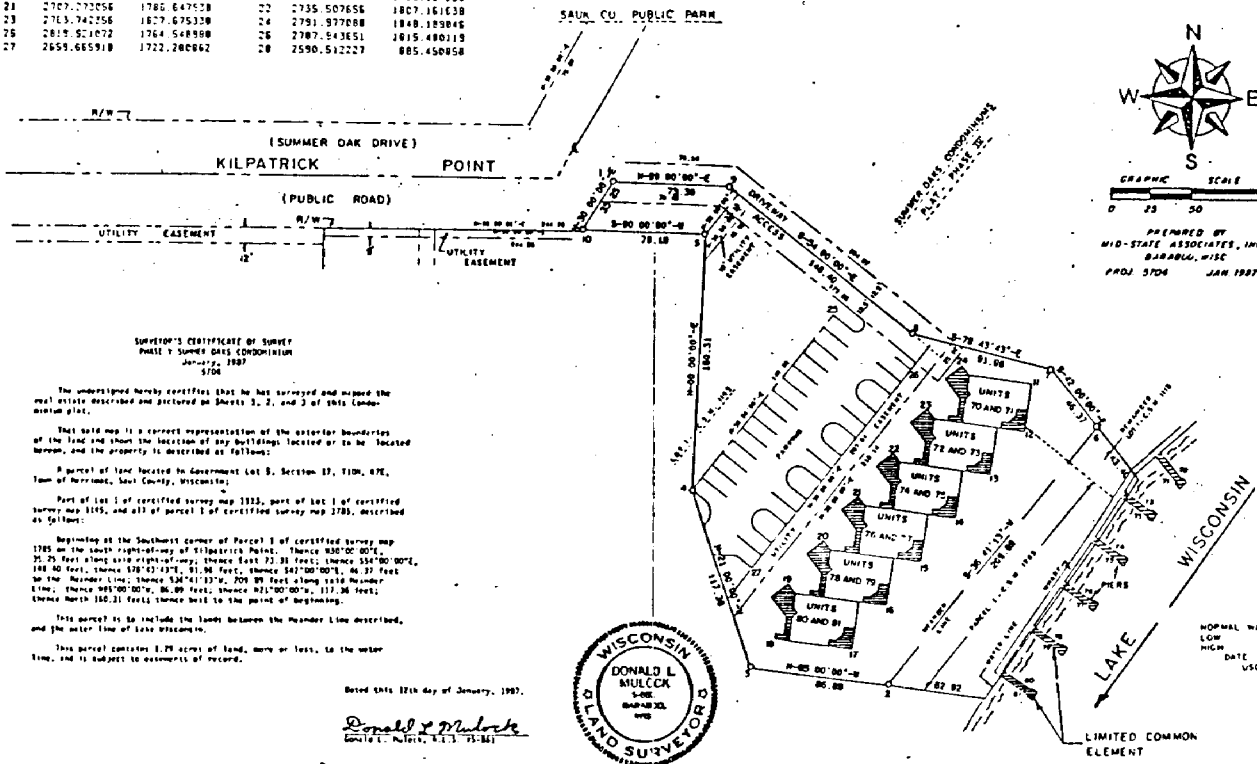
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- • SET 3/4" x 24" ROUND IRON RODS WEIGHING 150 LBS / LIN. FT.
- ⊙ • EXISTING 2" IRON PIPE
- 24 • TYPICAL POINT NUMBER FOR COORDINATE LIST
- ▨ • LIMITED COMMON ELEMENT

SUMMER OAKS CONDOMINIUM PLAT PHASE V

LOCATED IN GOV'T. LOT 5, SECTION 17, T10N-R7E.
TOWN OF MERRIMAC, SAUK COUNTY, WISCONSIN.



PREPARED BY
MID-STATE ASSOCIATES, INC.
BARABW, WISC
PROJ. 5704 JAN 1987



SURVEYOR'S CERTIFICATE OF SURVEY
PHASE V SUMMER OAKS CONDOMINIUM
JANUARY 1987

The undersigned hereby certifies that he has surveyed and mapped the real estate described and defined on Sheets 2, 3, and 4 of this Condominium plat.

This 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 the property is described as follows:

A parcel of land located in Government Lot 5, Section 17, T10N, R7E, Town of Merrimac, Sauk County, Wisconsin:

Part of lot 1 of certified survey map 1323, part of lot 1 of certified survey map 1145, and all of parcel 1 of certified survey map 2781, described as follows:

Beginning at the Southwest corner of Parcel 1 of certified survey map 1285 on the South registered map of Kilpatrick Point; thence S86°00'00"E, 35.75 feet along said right-of-way; thence East 72.31 feet; thence S54°00'00"E, 188.40 feet; thence S78°43'43"E, 81.96 feet; thence S42°00'00"E, 46.37 feet to the Meander Line; thence S24°41'27"W, 700.80 feet along said Meander Line; thence N65°00'00"W, 86.89 feet; thence N11°00'00"W, 117.36 feet; thence North 180.21 feet thence back to the point of beginning.

This survey is to include the lands between the Meander Line described, and the water line of Lake Wisconsin.

This parcel contains 1.78 acres of land, more or less, to the water line, and is subject to easements of record.

Dated this 12th day of January, 1987.

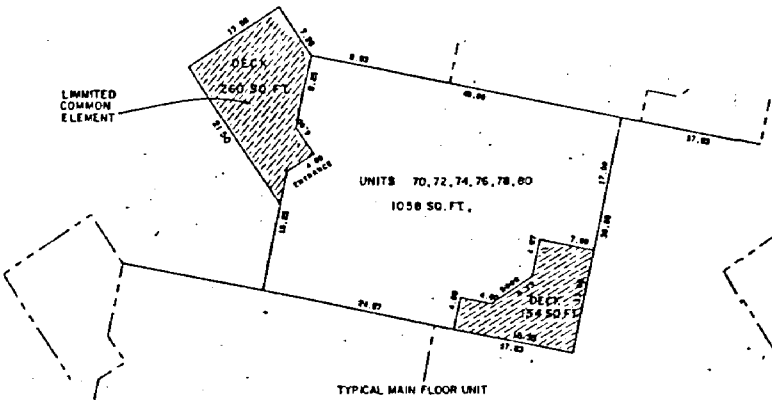
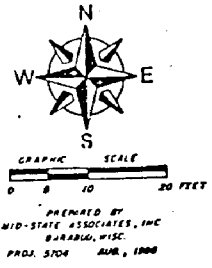
Donald L. Mulock
DONALD L. MULOCK
SAUK COUNTY, WISCONSIN



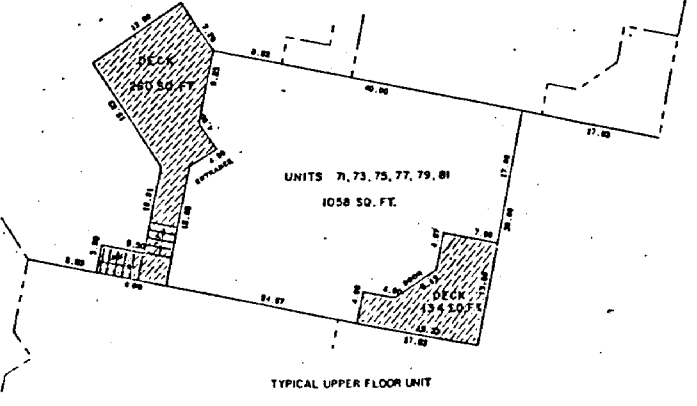
NORMAL WATER ELEV. 276.5
LOW " " " 276.0
HIGH " " " 278.0
DATE 1/25/83 ELEV 276.5
VSCB DRLM

SUMMER OAKS CONDOMINIUM PLAT PHASE V

LOCATED IN GOV'T. LOT 5, SECTION 17, T10N-R7E.
TOWN OF MERRIMAC, SAUK COUNTY, WISCONSIN.



TYPICAL MAIN FLOOR UNIT



TYPICAL UPPER FLOOR UNIT

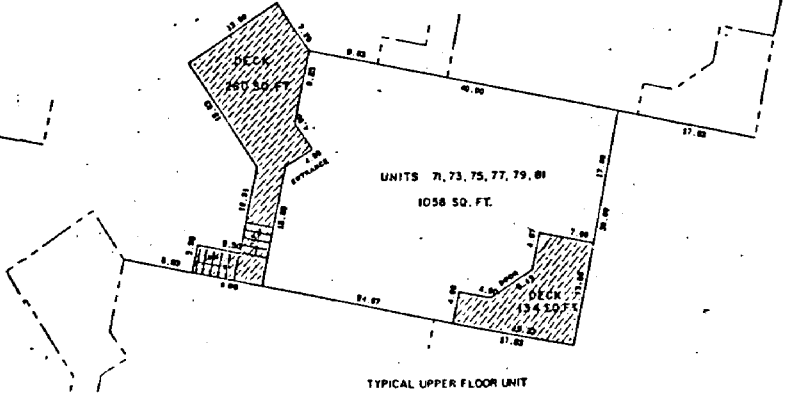
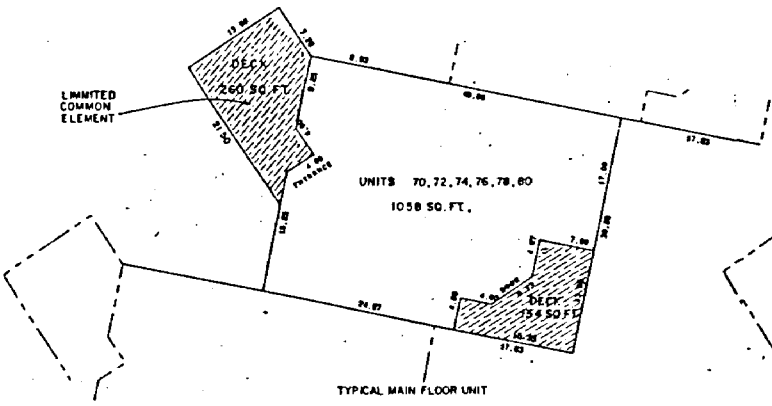
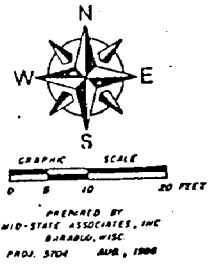


DIAGRAMATIC FLOOR PLANS

70L 002 PAGE 062

SUMMER OAKS CONDOMINIUM PLAT PHASE V

LOCATED IN GOV'T. LOT 5, SECTION 17, T10N-R7E.
TOWN OF MERRIMAC, SAUK COUNTY, WISCONSIN.



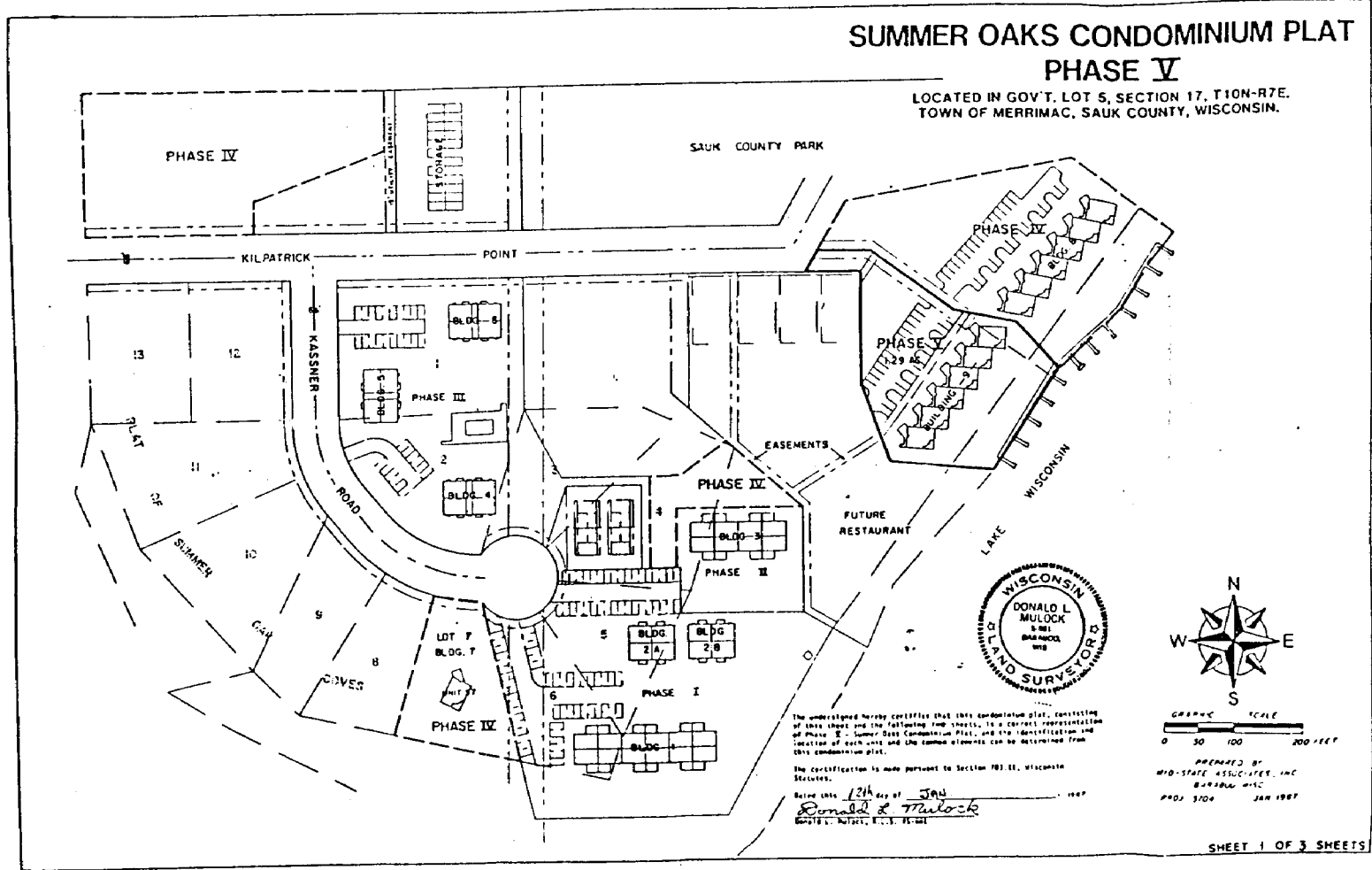
DIAGRAMATIC FLOOR PLANS

SET 3 OF 3 SHEETS

EXHIBIT 2
 VOL 002 PAGE 063

SUMMER OAKS CONDOMINIUM PLAT PHASE V

LOCATED IN GOV'T. LOT 5, SECTION 17, T10N-R7E,
 TOWN OF MERRIMAC, SAUK COUNTY, WISCONSIN.



The undersigned hereby certifies that this condominium plat, consisting of these sheets and the following map sheets, is a correct representation of Phase V - Summer Oaks Condominium Plat, and the identification and location of each unit and the common elements can be determined from this condominium plat.

The certification is made pursuant to Section 703.12, Wisconsin Statutes.

Given this 12th day of Jan 1987
 Donald L. Mulock
 Donald L. Mulock, L.S., PLS.



GRAPHIC SCALE
 0 50 100 200 FEET

PREPARED BY
 MID-STATE ASSOCIATES, INC.
 BARABRA, WISC.
 PROJ. 5704 JAN 1987

To Sixth Amendment to Declaration of Condominium of
SUMMER OAKS CONDOMINIUM

Schedule of Appurtenant Interest and Obligations of Unit Owners
 Building 1, Route 1, Box 64R, Unit 1 through 12.

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
1	1.299	Route 1, Box 64R, Unit 1
2	1.299	Route 1, Box 64R, Unit 2
3	1.299	Route 1, Box 64R, Unit 3
4	1.299	Route 1, Box 64R, Unit 4
5	1.299	Route 1, Box 64R, Unit 5
6	1.299	Route 1, Box 64R, Unit 6
7	1.299	Route 1, Box 64R, Unit 7
8	1.299	Route 1, Box 64R, Unit 8
9	1.299	Route 1, Box 64R, Unit 9
10	1.299	Route 1, Box 64R, Unit 10
11	1.299	Route 1, Box 64R, Unit 11
12	1.299	Route 1, Box 64R, Unit 12

Building 2A, Route 1, Box 64R, Unit 13 through 15.

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
13	1.299	Route 1, Box 64R, Unit 13
14	1.299	Route 1, Box 64R, Unit 14
15	1.299	Route 1, Box 64R, Unit 15
16	1.299	Route 1, Box 64R, Unit 16

Building 2B, Route 1, Box 64R, Unit 17 through 20

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
17	1.299	Route 1, Box 64R, Unit 17
18	1.299	Route 1, Box 64R, Unit 18
19	1.299	Route 1, Box 64R, Unit 19
20	1.299	Route 1, Box 64R, Unit 20

Building 3, Route 1, Box 64R, Unit 25 through 32.

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
25	1.299	Route 1, Box 64R, Unit 25
26	1.299	Route 1, Box 64R, Unit 26
27	1.299	Route 1, Box 64R, Unit 27
28	1.299	Route 1, Box 64R, Unit 28
29	1.299	Route 1, Box 64R, Unit 29
30	1.299	Route 1, Box 64R, Unit 30
31	1.299	Route 1, Box 64R, Unit 31
32	1.299	Route 1, Box 64R, Unit 32

Building 4, Route 1, Box 64R, Units 33 through 40.

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
33	1.299	Route 1, Box 64R, Unit 33
34	1.299	Route 1, Box 64R, Unit 34
35	1.299	Route 1, Box 64R, Unit 35
36	1.299	Route 1, Box 64R, Unit 36
37	1.299	Route 1, Box 64R, Unit 37
38	1.299	Route 1, Box 64R, Unit 38
39	1.299	Route 1, Box 64R, Unit 39
40	1.299	Route 1, Box 64R, Unit 40

Building 5, Route 1, Box 64R, Units 41 through 48

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
41	1.299	Route 1, Box 64R, Unit 41
42	1.299	Route 1, Box 64R, Unit 42
43	1.299	Route 1, Box 64R, Unit 43
44	1.299	Route 1, Box 64R, Unit 44
45	1.299	Route 1, Box 64R, Unit 45
46	1.299	Route 1, Box 64R, Unit 46
47	1.299	Route 1, Box 64R, Unit 47
48	1.299	Route 1, Box 64R, Unit 48

Building 6, Route 1, Box 64R, Units 49 through 56

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
49	1.299	Route 1, Box 64R, Unit 49
50	1.299	Route 1, Box 64R, Unit 50
51	1.299	Route 1, Box 64R, Unit 51
52	1.299	Route 1, Box 64R, Unit 52
53	1.299	Route 1, Box 64R, Unit 53
54	1.299	Route 1, Box 64R, Unit 54
55	1.299	Route 1, Box 64R, Unit 55
56	1.299	Route 1, Box 64R, Unit 56

Building 7, Route 1, Box 64R, Unit 57

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
57	1.299	Route 1, Box 64R, Unit 57

Building 8, Route 1, Box 64R, Unit 58 through 69

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
58	1.299	Route 1, Box 64R, Unit 58
59	1.299	Route 1, Box 64R, Unit 59
60	1.299	Route 1, Box 64R, Unit 60
61	1.299	Route 1, Box 64R, Unit 61
62	1.299	Route 1, Box 64R, Unit 62
63	1.299	Route 1, Box 64R, Unit 63
64	1.299	Route 1, Box 64R, Unit 64
65	1.299	Route 1, Box 64R, Unit 65
66	1.299	Route 1, Box 64R, Unit 66
67	1.299	Route 1, Box 64R, Unit 67
68	1.299	Route 1, Box 64R, Unit 68
69	1.299	Route 1, Box 64R, Unit 69

Building 9, Route 1, Box 64R, Unit 70 through 81

<u>Unit Number</u>	<u>Percentage</u>	<u>Street Address</u>
70	1.299	Route 1, Box 64R, Unit 70
71	1.299	Route 1, Box 64R, Unit 71
72	1.299	Route 1, Box 64R, Unit 72
73	1.299	Route 1, Box 64R, Unit 73
74	1.299	Route 1, Box 64R, Unit 74
75	1.299	Route 1, Box 64R, Unit 75
76	1.299	Route 1, Box 64R, Unit 76
77	1.299	Route 1, Box 64R, Unit 77
78	1.299	Route 1, Box 64R, Unit 78
79	1.299	Route 1, Box 64R, Unit 79
80	1.299	Route 1, Box 64R, Unit 80
81	1.299	Route 1, Box 64R, Unit 81