

**DISCLOSURE MATERIALS
(INCLUDING DECLARATION OF CONDOMINIUM)
MADE PURSUANT TO
CHAPTER 703 WISCONSIN STATUTES**

IN RE:

**LOTS 1, 2, and 3, CSM# 1904 and Lots 1, 2, and 3
and Outlot A, CSM# _____, in the Town of NEW
GLARUS, GREEN COUNTY, WISCONSIN**

**EDELWEISS RIDGE CONDOMINIUM,
a Wisconsin Condominium**

Ronald M. Trachtenberg, Esq.
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

PINS: _____

**EDELWEISS RIDGE CONDOMINIUM,
a Wisconsin Condominium
Green County, Wisconsin**

**ROBERT DARROW JR., DECLARANT
2583 SANDROCK ROAD
MOUNT HOREB, WISCONSIN 53572**

**DISCLOSURE MATERIALS
MADE PURSUANT TO
CHAPTER 703 WISCONSIN STATUTES**

**EDELWEISS RIDGE CONDOMINIUM, a Wisconsin Condominium
GREEN COUNTY, WISCONSIN**

**ROBERT DARROW JR., DECLARANT
2583 SANDROCK ROAD
MOUNT HOREB, WISCONSIN 53572**

PLEASE NOTE:

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS YOU MAY

AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. Executive Summary. The executive summary highlights for a buyer of condominium unit essential information regarding the condominium. The executive summary begins on page A-1.
2. Declaration. The declaration establishes and describes the condominium, the units, and the common areas. The declaration begins on page B-1.
3. Articles of Incorporation. The operation of a condominium is governed by the condominium unit owners association of which each unit owner is a member. Powers, duties, and operation of the association are specified in its articles of incorporation. The articles of incorporation begin on page C-1.
4. By-laws. The by-laws contain rules that govern the condominium unit owners association and affect the rights and responsibilities of unit owners. The by-laws begin on page D-1.
5. Administrative Rules and Regulations. The administrative rules and regulations contain further rules that govern the condominium and affect the rights and responsibilities of unit owners. These begin on page E-1.
6. Management or Employment Contracts. Certain services may be provided to the condominium through contracts with individuals or private firms. Copies of all such contracts may be obtained from the condominium unit owners association.
7. Annual Operating Budget. The condominium unit owners association incurs expenses for the operation of the condominium that are assessed to the unit owners. The operation budget is an estimate of those charges that are in addition to mortgage, individual insurance, utility, and similar payments. The annual operating budget is available from the condominium unit owners association. For anticipated projected annual operating budget for the Condominium for its first full year of operation at full build out, see page following Exhibit III of the Declaration.
8. Leases. Units of this condominium are not sold subject to any leases of property or facilities that are not a part of the condominium.
9. Expansion Plans. This is an expandable condominium. The Declarant has reserved the right to add up to 14 units to the condominium. See Section XV of the Declaration.

10. Plan and Map. The Declarant has provided a plan of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The plan and map are shown on Exhibit II of the Declaration.

**EDELWEISS RIDGE CONDOMINIUM,
IN GREEN COUNTY WISCONSIN**

EXECUTIVE SUMMARY

This executive summary highlights for a buyer of condominium unit essential information regarding the condominium. Because the executive summary is just that, an executive summary, it cannot be relied upon as complete, correct or binding. For a complete, correct and binding understanding of your rights and obligations as a buyer of a condominium unit with respect to the enumerated items in the executive summary, you are directed to the disclosure documents to which a particular executive summary statement pertains.

1. Condominium Identification: The name of the condominium is the Edelweiss Ridge Condominium. The condominium is located on (street name of Outlot A), in the Town of New Glarus, Green County, Wisconsin. Individual street addresses will be assigned to each unit as specified in the Declaration.
2. Expansion Plans: This is an expandable condominium. The Declarant has reserved the right to add up to 14 units to the condominium. See Section XV of the Declaration.
3. Governance: The condominium association is the Edelweiss Ridge Condominium Unit Owners Association, Inc., a Wisconsin non-stock corporation, and its address is c/o Robert Darrow, Jr., 2583 Sandrock Road, Mount Horeb, WI 53572. The association has hired _____, Inc. to be the manager of the condominium. The management contact person is _____ whose address is _____, Inc., _____, Wisconsin _____ and whose telephone number is _____.
4. Special Amenities: There are no special (either off site or additional cost) amenities associated with the condominium. All condominium amenities are on site and without special membership costs and owners and their guests and tenants are allowed to use such amenities subject to the rules and regulations of the condominium association. All such condominium amenities are common elements and are supported by the owners by their general assessments.
5. Maintenance and Repair of Units: Each unit owner is responsible for maintaining, repairing and replacing all improvements comprising the unit, such as and including interior walls and ceiling (including drywall), floor coverings, windows, doors, and plumbing, electrical, and heating and air conditioning systems.

6. Maintenance, Repair and Replacement of Common Elements: The condominium association is generally responsible for the maintenance, repair and replacement of the common elements, including the limited common elements. The individual unit owners are responsible for the general housekeeping of the limited common elements and the removal of snow and ice from the unit patios and balconies. Routine repairs and replacements will be funded from Unit owner assessments. Extraordinary repairs and replacements will be funded from reserve funds to the extent such funds are available; otherwise they shall be funded from Unit owner assessments.
7. Rental of Units: Subject to the leasing privileges as provided in the condominium declaration, all units are to be owner occupied.
8. Unit Alterations: Unit owners may alter their units as long as they do not impair the structural soundness or integrity of the building or change the exterior appearance of the unit. Any changes or additions to the exterior of a unit shall require approval of the Hawks Ridge Condominium Unit Owners Association, Inc. and are subject to the architectural provisions of the declaration.
9. Parking: Parking for each unit is in the unit driveway and unit garage parking.
10. Pets: The right to maintain pets is limited by the declaration and the rules and regulations.
11. Reserves: The condominium association maintains a reserve account. The reserve account is not a statutory reserve account (section 703.163 of the Wisconsin Statutes).
12. Fees on New Units: Fees on new units shall commence when first sold by the Declarant.
13. Amendments: The Declaration may be amended. Generally, such amendments require a two-thirds (2/3rds) vote of the Unit owners.

EDELWEISS RIDGE CONDOMINIUM

DECLARATION OF CONDOMINIUM

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DECLARATION OF CONDOMINIUM
OF
EDELWEISS RIDGE CONDOMINIUM

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (2007-2008), or as amended, by Keuler Construction, Inc., a Wisconsin corporation, hereinafter "Declarant".

ARTICLE I

DECLARATION AND STATEMENT OF PURPOSE

The Declarant, as the sole owner of the real estate as described in Section 2.01 below, and all improvements located thereon and all easements, rights, and appurtenances thereto, declares said real estate, together with said improvements, easements, rights and appurtenances thereto, collectively "Condominium", subject to the condominium form of ownership in the manner provided by the Act and as further provided for in this Declaration. All of the provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE II

**LEGAL DESCRIPTION, NAME/ADDRESS,
RESTRICTIONS AND DEFINITIONS**

2.01 Name/Address. The name of the Condominium is the "Edelweiss Ridge Condominium". The condominium is located on (street name of Outlot A), in the Town of New Glarus, Green County, Wisconsin. The individual address assigned to each unit is specified in the Street Address Assignment sheet next following this Declaration.

2.02 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit I attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by Unit number, and such description shall be good and sufficient for all purposes as defined in the Act. Subject to Section 3.05 hereof, the residential buildings built and to be built on the real estate described on Exhibit I shall contain six (6) duplex buildings with a total of twelve (12) Units, one duplex structure per underlying lot to be built within the lot line setbacks as provided for in the applicable zoning code. As each residential building is constructed (or as later modified), an addendum to the Condominium Plat shall be recorded showing the constructed (or modified) building and Units contained therein.

2.03 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

- (1) General taxes not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;
- (3) All other easements, covenants, and restrictions of record including the Covenant for Future Road Right of Way Dedication and Architectural Deed Restriction as recorded with the Register of Deeds for Green County as Document Numbers _____ and _____ respectively;
- (4) All municipal, zoning and building ordinances; and
- (5) All other governmental laws and regulations applicable to the Condominium.
- (6) All mortgages of record.

2.04 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III

UNITS

3.01 Definition. "Unit" shall mean that part of the Condominium as hereinafter described intended for independent living use, including any attached garage, as shown on the Condominium Plat, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed spaces located on one or more floors (or parts thereof), in a building which may have more than one Unit, hereinafter sometimes referred to as a "Building".

3.02 Description/Boundaries of Unit. A Unit in the Condominium shall include:

- (1) One or more contiguous or non-contiguous cubicles of air (including garage area), including the perpetual right of ingress and egress thereto. The lateral boundaries of the cubicles shall be the inside face of the studs or concrete forming the exterior walls. The upper boundary of each Unit shall be the inside face of the studs or joists forming the roof. The lower boundary of

each Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the lowest level floor, including concrete surfaces.

(2) Any and all appliances and other fixtures contained in the Unit, which items may include, but not be limited to, refrigerator, dishwasher, disposal, laundry equipment including dryer ducting, range, range hoods, intake and exhaust fans, compactor, cabinets, carpeting, floor covering, wall coverings, electric baseboard heaters, electric wall heaters, furnaces including ducts, radiators including piping, controls for heating system, air conditioning equipment including any external components and including ducts, humidifier and dehumidifier systems, controls for air conditioning systems, and security systems.

(3) All amenities attached to the Unit (to serve that specific Unit only) by the prime contractor or subcontractor, or subsequently attached thereto by the Unit Owner or at his or her direction together with any improvements or alterations thereto, although said items may be outside the defined cubicle of air, and shall include but are not limited to the following:

(a) All drywall;

(b) All doors, windows and glass, if any, their casements, and all of their opening, closing, and locking mechanisms and hardware;

(c) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box.

(d) All cable including but not limited to telephone, fax, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving it;

(e) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the main water, sewage lines and natural gas exterior connection (prior to any utility meter) at the lowest level of the Unit including, but not limited to, all utility meters, pressure tanks, water heaters, water softeners, and water filters;

(f) Any free standing fireplace, including its chimney, serving the Unit;

(4) Specifically not included as part of the Unit are driveways, steps, stoops and sidewalks leading to any Unit, , which items shall be Limited Common Elements as set forth in the Condominium Plat or any amendment thereto. All utilities outside a unit and prior to being connected to any meter or connection box shall be common element.

3.03 Improvements and Alterations to Unit. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements, including limited common elements except as expressly provided for herein, without obtaining the prior written approval of the Association, which may charge the requesting Unit owner(s) a reasonable plan review fee and inspection fee. To the extent required by law, any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.04 Common Ingress/Egress Between Adjoining Units; Removal of Common Wall. Unit Owner(s) of two adjoining Units which are located within a single building may construct so as to provide and maintain ingress and egress between said adjoining Units, either through a common wall, or by removing all or part of any common wall which separates said adjoining Units, provided that all construction is performed so as to: (i) not change the exterior appearance or outside dimensions of either of said adjoining Units, (ii) not remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining Units, and (iii) not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements, and further provided that the expenses incurred in connection therewith, and for restoration of any such changes made, so as to conform said Units to the original floor plans as shown on the Condominium Plat, when necessary, are paid by the (respective) Unit owner(s) of said adjoining Units. In addition, notwithstanding any such interior changes made as herein provided, all adjoining Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments. Such modification shall require the approval of the Association which may charge the requesting Unit owner(s) a reasonable plan review fee and inspection fee. The creation of such common ingress/egress or removal of common wall does not constitute a relocation of the boundaries of the Units or the merger

of Units. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.05 Relocation of Unit Boundaries, Merger of Units, Separation of Merged Units. Subject to the provisions of Section 703.13 (6), (7) and (8) of the Act, the owner or owners of adjoining Units may relocate the boundaries between the adjoining Units, merge adjoining Units, and separate a merged Unit to adjoining Units. Such modification shall require the approval of the Association which may charge the requesting Unit owner(s) a reasonable plan review fee and inspection fee. To the extent required by law, any approved relocation, merger or separation of Units must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction. Notwithstanding any such interior changes made as herein provided, said Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments.

3.06 Identification. Units shall be identified by Unit number as specified on the Condominium Plat of the Condominium, which shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit II.

ARTICLE IV

COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units. Such Common Elements include all wells and septic systems and exterior appurtenances thereto.

4.02 Description. The Common Elements shall include the land described in Exhibit I, the paved driveways, private streets, pedestrian walkways, if any, situated on the land, the foundations, columns, , beams, front balconies, supports, main walls (which shall be defined as exterior wall and surfaces, roof trusses and roofs), and mailbox islands, and all tangible personal property used in the operation, maintenance, and management of the Condominium. Such Common Elements include all wells and septic systems and exterior appurtenances thereto.

4.03 Use. Except as otherwise provided herein, and subject to the By-Laws of the Association, as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.04 Ownership/Conveyance. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit III attached hereto. Any deed, mortgage, lease or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referenced therein. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of a Unit owner's interest in the Common Elements shall be void unless the Unit to which it is attached is also transferred.

4.05 Building Architectural Control and Standards. All improvements to the land shall be subject to the Architectural Standards as set forth in Exhibit IV. The Association, as defined in Section 8.01, shall be and hereby is charged with enforcing said Architectural Standards.

ARTICLE V

LIMITED COMMON ELEMENTS

5.01 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 Description. The Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include any lands adjacent to a Unit and as designated as limited common elements for a particular Unit or Units, the exterior of a building adjacent to a Unit, patios and decks attached to a Unit, the adjacent stoop, walk, and the driveway extending from the Unit to the main drive thoroughfare, and any improvements thereto as permitted in Section 5.03 below.

5.03 Use. Except as otherwise provided herein or in the By-Laws of the Association or as may be regulated by the Association, pursuant to its adopted rules and regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Each Unit owner shall have the perpetual unrestricted right of ingress and egress from his or her Unit over said Limited Common Elements associated with the Unit.

5.04 Improvements to Limited Common Elements. Subject to the provisions herein provided, a Unit owner may improve the limited common elements appurtenant exclusively to that owner's Unit if all of the following conditions are met:

- (1) A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the

appearance of the condominium, and identifying the project contractor is submitted to the board of directors of the Association.

(2) The improvements will not interfere with the use and enjoyment of the Units of the other Unit owners nor the Common Elements or Limited Common Elements of the condominium.

(3) The improvement will not impair the structural integrity of the Condominium.

(4) Any change to the exterior appearance of the Condominium is approved by the board of directors of the Association.

(5) All costs and expenses of the improvement and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement are the obligation of the Unit owner. The Unit owner shall protect the Association and other Unit owners from liens on property of the Association or of other Unit owners that otherwise might result from the improvement.

(6) A copy of any required building permit must be provided to the Association prior to the commencement of any construction.

5.05 Temporary Limited Common Elements. During the original construction of a building that will, when finished, contain one (1) or more Units and other improvements, the building site or site of other improvements shall be designated as a Temporary Limited Common Element. The building/improvement site shall be more specifically determined by the Declarant or its assigns, which shall have the exclusive use of such area during the construction period (for the Declarant and the Declarant's contractors and subcontractors and respective employees and agents) and shall be responsible for all costs of the original construction, road and parking improvements, and landscaping within the building site. Upon the issuance of an occupancy permit for the Unit or Units within the Building by the municipality in which the Condominium is located, the temporary Limited Common Element for the building site shall terminate and the building site shall then become a Unit or Units, Common Element or Limited Common Element, as hereinbefore defined and as shown on the Condominium Plat.

ARTICLE VI

USES

6.01 Residential Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall

not be used for any trade or business, whether for profit or not for profit, except for Home Occupation as that term or such similar term is defined in the ordinances of County of Green. Each Unit shall be used for single-family purposes. The term "family" shall have the meaning set forth in the zoning code of the County of Green. Furthermore, notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with all Ordinances of the municipality and county in which the Condominium is located, and any other restrictions as contained in the Association By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium.

6.02 Leasing. No Unit shall be leased or rented for hotel or transient purposes. A Unit Owner may not rent or lease a Unit except as follows:

- (1) The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and shall not be for an initial term of less than six (6) months.
- (2) The Lease shall contain a provision obligating all tenants abide by this Declaration and the Association Articles of Incorporation, By-Laws and the Rules and Regulation, providing that the Lease and all amendments, extensions and renewals thereof . The Unit Owner shall be responsible for providing the tenant, before occupancy, a copy of the Declaration and the Association Articles of Incorporation, By-Laws and the Rules and Regulation.
- (3) The Lease and any amendments, extensions and renewals thereof, shall provide that any default arising out of the tenant's failure to abide by the Declaration, Articles, Bylaws, and Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, Articles, Bylaws and Rules and Regulations, the right to evict the tenant(s) and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant(s) specifying the violation. Notice to the Unit Owner shall constitute notice to the tenant(s).
- (4) The leasing Unit owner shall provide the name(s) of the tenant(s) and a copy of the Lease and any Amendments thereto to the Association.
- (5) The Association may further limit the renting or leasing of Units pursuant to its rule/regulation making authority.

(6) These provisions shall not be construed to prohibit a Unit Owner from having a person or persons who provide living assistance to the Unit Owner due to disability living with the Unit Owner, regardless of the contractual arrangements, or to prohibit any other rental necessary to comply with the requirements of applicable law.

During the term of any Lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

Any lease from the Declarant, or from a bank or other financial institution taking title by virtue of a foreclosure action or deed in lieu of foreclosure, to a tenant or from a Unit Owner to the Declarant shall not be subject to subsections (1) or (5) above.

6.03 Sign Restriction. Except for condominium association identification signs, traffic control signs, maintenance building identification signs and building address signs, and such other signs as approved in the rules and regulations, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except that the Declarant shall have the right to exhibit one or more temporary project identification signs and sale office signs with related marketing information and "For Lease" or "For Sale" signs in Units owned by the Declarant.

6.04 Animal Restriction. Only animals as permitted in the Association rules and regulations shall be allowed in the Condominium and its Units and only if such animal(s) does (do) not unreasonably disturb the other residents. Owners of such animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective owner's Unit and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements. Furthermore, the owner of any such animal shall be responsible for the immediate removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit Owner or his or her tenants, guests and invitees. No animal runs shall be permitted on the premises. The keeping or feeding of wild animals is strictly prohibited. Each Unit Owner is monetarily liable for any damage done by his or her pet, or the pet of such Unit Owner's guest or invitee, to the property of the Condominium (common elements and limited common elements) and to the property of any other Unit Owner, including but not limited to carpeting, walls, plantings or lawns. Those breeds of dogs listed as prohibited in the Rules and Regulations are strictly prohibited from the condominium, including Units, Limited Common Areas and Common Areas.

6.05 Enforcement. This Article VI shall be binding upon all Unit Owners and shall be enforced in the Remedies set forth in Article XVIII hereof. Any and all attorneys' fees and other expenses incurred by the Declarant or the Association in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII

UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, corporation or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units for which an occupancy permit has been issued by the municipality in which the Condominium is located.

ARTICLE VIII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.01 Definition. "Association" shall mean the Edelweiss Ridge Condominium of Unit Owners Association, Inc., a Wisconsin non-stock corporation organized and existing under and pursuant to Chapter 181, Wis. Stats.

8.02 Membership. Every Unit Owner shall be entitled and required to be a member of the Association and shall be subject to its Articles of Incorporation, By-Laws, and rules and regulations adopted by it for use and management of the Condominium. By becoming members of the Association, each Unit Owner automatically assigns the management and control of the Common Elements of the Condominium to the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner(s). Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

8.03 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that

person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and current mailing address Mortgagee of the Unit, if any, has been provided to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Green County Register of Deeds.

8.04 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 8.05, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing such period of Declarant control is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, or (c) thirty (30) days after the Declarant's election to waive its right of control.

8.05 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 8.04 and this Section 8.05, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the total number of Units under this Declaration and the Condominium Plat.

8.06 Supplement. The provisions of this Article are to be supplemented by the Articles of Incorporation, By-Laws, and rules and regulations of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners as set forth herein.

ARTICLE IX

REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit, except to the extent any repair cost is paid by any Association's insurance policy described in Article X. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit. If the Unit Owner fails do maintain the general cleanliness and presentability of a Limited Common Element, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping (except for Unit Owner planted shrubs and flowers within the Unit Owner's Limited Common Element land area which shall be the responsibility of the Unit

Owner), sidewalks, driveways, and (external) parking areas. Unless otherwise undertaken by the Association, each Unit owner shall be responsible for snow and ice removal from the patio or decks serving his or her Unit.

9.04 Entry By Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of Units as set forth in Paragraphs 9.01 and 9.02, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of twenty-four (24) hours from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined. Each Unit Owner shall provide the Association or its Manager a key for access to the Unit Owner's Unit. Any damage done to a Unit for failure to so provide an access key shall be the Unit Owner's expense.

9.05 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements, Limited Common Element or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

ARTICLE X

INSURANCE

10.01 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, and for the Association's service equipment, supplies and personal

property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

10.02 Public Liability Insurance. The Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,00,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

10.03 Fidelity Insurance. The Association may maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association, with the Association shall be the named insured, and the insurance being such amount of as the Association deems necessary.

10.04 Unit Owners' Insurance. Unless the Association elects otherwise as provided for in this Section, each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for the full replacement cost of the Unit Owner's Unit. In addition, Unit Owners are strongly encouraged to obtain various types of insurance, including but not limited to, liability and property damage and public general liability insurance, because of the potential for great loss to any individual Unit Owner. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units. The Association may elect to obtain and maintain fire, casualty, and special form insurance coverage for the full replacement cost of the Units contained within the Condominium. If the Association so elects, the cost of such insurance shall be a Common Expense pursuant to Section 10.05.

10.05 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, or equivalent rating, unless the board of directors by unanimous vote or consent determine otherwise, which carriers must meet in any event the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or their respective successors.

10.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

10.07 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

10.08 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE XI

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

11.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements

shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 multiplied by the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

11.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an addendum to Condominium Plat or amendment to Condominium Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Article X shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.07. (Notwithstanding the foregoing, any insurance purchased by the Association pursuant to 10.04 shall be held by the Association as Trustee for the subject Unit Owner(s) and used to pay for Unit Owner repairs to the extent that insurance funds are available. The Association shall not be liable for any deficiencies.)

11.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association (other than deficiencies in funds available to make repairs to a Unit or Units), a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

11.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

11.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XII

EMINENT DOMAIN/CONDEMNATION

12.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

12.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

12.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless approved by the board of directors of the Association and a majority of the first Mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an addendum to the Condominium Plat or an amendment to the Condominium Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. Each Unit Owner shall be responsible for rebuilding his or her Unit.

12.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

12.06 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

12.07 Percentage Interests Following Taking. Following the taking of all, but not less than all, or any part of any Unit, the percentage interest in the Common Elements appurtenant to each remaining Units shall be adjusted to be equal to 1 divided by the number of remaining units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the remaining Units. Such amendment need be signed only by two officers of the Association. A partial take of a Unit shall not affect the percentage interests in the Common Elements.

ARTICLE XIII

COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS

13.01 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for well and septic maintenance, landscaping and lawn care, snow shoveling and plowing; improvements to the Common Elements, common grounds security lighting, utility services provided to the Common Elements, and maintenance and management salaries and wages.

13.02 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements as set forth in Exhibit III, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2) (c) of the Wisconsin Statutes, no General Assessments shall be assessed against any unoccupied Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

13.03 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of unit or limited common element maintenance as required of the Unit owner or destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

13.04 Payment of General and Special Assessments by Automatic Withdrawal. The Association may require payment of general and special assessments by each Unit Owner, except by the Declarant, by automatic withdrawal from a depository account. Upon the Association requiring payment by automatic withdrawal, each Unit Owner, excluding the Declarant, shall open the necessary depository account and shall provide the Association such information, forms and authorization as necessary to facilitate such automatic withdrawal.

13.05 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

13.06 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.07 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

13.08 Enforcement. The assessments, both general and special, of Common Expenses, together with such interest as the Association may impose hereunder or in the By-laws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

13.09 Suspension of Voting Rights. If any assessment, both general and special, of Common Expenses is delinquent and a statement of Condominium lien as described in Section 703.16(9) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.10 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of Condominium lien covering the delinquency

shall have been recorded prior to the transfer. At the time of a sale of Unit, the new Unit Owner shall pay an amount equal to twice the monthly dues amount into Reserve Fund (see Section 13.13).

13.11 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be filed in the Green County Clerk of Circuit Court office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she 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 any assessment or any part thereof because of any dispute that may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

13.12 Foreclosure. In the event the Mortgagee of a first mortgage of record or any 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 purchaser or his or her 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, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

13.13 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under section 703.163 of the Wisconsin Statutes.

13.14 Power of the Town of New Glarus and Green County to Maintain Well and Septic Systems. If the Association fails to maintain, repair or replace either a portion of the Common Element well system or Common Element septic system, the Town of New Glarus or the County of Green, may but shall not be obligated to, maintain, repair or replace such Common Element well system or Common Element septic system at the expense of the Association and may levy a special assessment or charge on the tax role against the Condominium Units for such expense.

ARTICLE XIV

POWERS OF DECLARANT

14.01 Declarant Control. Except as provided in Section 703.15(2)(d) of the Wisconsin Statutes, 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 its directors until the earlier of either of the following shall occur: (i) expiration of ten (10) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days prior written notice.

14.02 Termination of Control. Upon termination of the above specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; (iii) to expand the Condominium as provided for in Article XV and (iv) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

14.03 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers and obligations by a written recorded instrument to any other party who assumes such rights, powers and obligations. Upon the recording of any such assignment, such assignee shall become the "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and the assignee named therein.

ARTICLE XV

RIGHT TO EXPAND

The Declarant has the right to expand the Condominium by adding Lots 1 and 2, CSM# _____ in the Town of New Glarus, and Lots 1,2, and 3, CSM# 1906, Lots 1 and 2, CSM # 4121, all in the Town of Exeter, all in Green County, and convert Limited to provide for up to fourteen (14) addition Units seven (7) duplex structure, one duplex structure per underlying Lot, all pursuant to the right of merger as set forth in Section 3.05, all in Declarant's sole discretion, and without approval of any Unit Owner or Mortgagee. Said conversion shall be effectuated by the Declarant by an amendment to the Condominium Declaration and an addendum to the Condominium Plat. Percentage ownership in the Common Elements and voting rights shall be adjusted pursuant to Section 4.04 and Section 8.03 respectively.

ARTICLE XVI

AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of at least sixty – six and 2/3rds percent (66 2/3%) of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any nonconsenting Unit Mortgagee. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Green County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purpose of clarification and correction of errors and omissions and for the expansion of the Condominium as provided in Article XV.

ARTICLE XVII

NOTICES

17.01 Notices to Resident Agent. The person to receive service of process for the Condominium or the Association shall be Robert Darrow, Jr., 2583 Sandrock Road, Mount Horeb, WI 53572, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

17.02 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

17.03 Notices to Mortgagees/Land Contract Vendor. Any first mortgagee (including the holder, insurer or guarantor thereof) or land contract vendor of a Unit, upon written request to the secretary of the Association stating the name and address of the requesting entity and the name of the Unit owner, Unit number and Unit address on which the entity holds its interest, shall be entitled to notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing the mortgage or land contract, (b) any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of a Unit secured by said mortgage or land contract of any obligation under the condominium declaration, by-laws, rules and regulations, and related document, 9c) a lapse, cancellation or material modification of any insurance policy maintained by the Association and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Notice shall be given by personally delivery or sent by first class mail to the Mortgage at the address provided for in said written request.

ARTICLE XVIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner

subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of New Glarus or the County of Green to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article XIII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article XIII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIX

EASEMENTS

A blanket easement is hereby reserved over, through and underneath the Units, the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights and for any other purposes for which a

blanket easement is created upon, across, over, through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto. Specific easements for drainage, utility service, including but not limited to installation, replacement, repair and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Declarant and the Association. Specific easements for ingress and egress, other than as set forth above, are reserved to the Declarant and the Association for the purpose of installation or making any repairs and/or maintenance to any utility such service lines and/or systems, including drainage, which are the obligation of the Association. The Association shall be responsible for any damage resulting from such installation, maintenance and/or repairs as set forth above. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Declarant and the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

ARTICLE XX

GENERAL

20.01 Utilities. Each Unit Owner shall pay for his or her telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are separately metered or billed for each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. Electrical cost to operate the well shall be considered a common expense. The Association shall have the right to use any outside water connections billed to a Unit Owner's water meter to provide water for maintenance of exterior common elements (lawn, trees and shrubs) adjacent to and in the vicinity of the Unit. Water from exterior grounds sprinkler system shall be considered a common expense.

20.02 Encroachments. If any portion of a Unit, Limited Common Elements or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Declarant or

Association may record an amended condominium plat showing such as built Units, Limited Common Elements or Common Elements.

20.03 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

20.04 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's By-laws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

20.05 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the By-Laws, or any administrative rules and regulations, or between any of them, the order of priority of prevalence shall be the Declaration, the Articles of Incorporation, the By-Laws and the administrative rules and regulations, in that order.

20.06 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

20.07 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

20.08 Homestead. The Condominium, or any portion thereof, shall not be deemed to be homestead property of the Declarant.

20.09 Construction of New Units and Recording of Addendum to Condominium Plat. Upon the construction a Unit after the recording of this Declaration of Condominium, an addendum to Condominium Plat shall be recorded by the Unit Owner depicting the Unit as required by law.

IN WITNESS WHEREOF, this Declaration has been executed this _____ day of _____, 2009.

Robert Darrow, Jr.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2009, the above-named Robert Darrow, Jr., to me known personally, who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

CONSENT

_____, Mortgagee, hereby consents to the foregoing Declaration of Condominium.

Dated: _____, 2009

_____, Mortgagee

By:

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2009, the above-named _____ to me known to be the _____ of _____

_____, respectively who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Drafted By:
Attorney Ronald M. Trachtenberg
Murphy Desmond S.C.
Post Office Box 2038
Madison, WI 53701-2038

EXHIBIT I

EDELWEISS RIDGE CONDOMINIUM

Legal Description

LOTS 1, 2, and 3, CSM# 1904 and Lots 1, 2, and 3 and Outlot A, CSM# _____, in
the Town of NEW GLARUS, GREEN COUNTY, WISCONSIN

PINs:

EXHIBIT II

EDELWEISS RIDGE CONDOMINIUM

Condominium Plat

NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Date: _____, 2009.

Ronald M. Trachtenberg, Agent

EXHIBIT III

EDELWEISS RIDGE CONDOMINIUM

Ownership of Common Elements

Each Unit Owner unit shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common as specified below with all other Unit Owners of the Condominium, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Units permitted by the Declaration, which right shall be appurtenant to and run with each Unit.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted, or may hereafter grant to public utilities including, but not limited to, gas, electric, telephone, cable television, and sewer and water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

Common Expense Allocation

The Unit Owner's (i) undivided interest in the Common Elements, (ii) liabilities for Common Expenses (subject to Section 14.08 of this Declaration), and (iii) rights to Common Surpluses, all with regard to the entire Condominium, shall as specified below.

Allocation of Ownership and Common Expenses

Except for merged Units, each Unit shall have a $1/n$ Ownership and Common Expense allocation. Each merged Unit (i.e. a Unit formed by the merger of two Units) shall have a $2/n$ Ownership and Common Expense allocation. "n" shall be the number of units in the Condominium as shown on the Condominium Plat recorded concurrent with this Declaration or as said Condominium Plat may be amended by way of addendum to provide for an expansion of the Condominium as provided for in Article XV.

EXHIBIT IV

EDELWEISS RIDGE CONDOMINIUM

ARCHITECTURAL STANDARDS

Note: Need to prepare. Will contain requirement for earth tone siding and roofing and that the Units on the south side of Outlot A shall be single story only.

**EDELWEISS RIDGE CONDOMINIUM
STREET ADDRESS ASSIGNMENTS
(TOWN OF) NEW GLARUS, WISCONSIN**

CONDOMINIUM UNIT NUMBER

STREET ADDRESS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12

EDELWEISS RIDGE CONDOMINIUM

ANNUAL OPERATING BUDGET

The following is the projected annual operating budget for the Condominium for its first full year of operation at full build out:

Item	Amount
Building Maintenance	\$
Water and Septic Maintenance	\$
Electric Power for Well	\$
Lawn and Landscaping Maintenance	\$
Outlot A (Road) Maintenance	\$
Snow Removal	\$
Insurance	\$
Management fees	\$
Accounting/Legal	\$
Capital Reserve/Contingency	\$
	<hr/>
TOTAL	\$

The projected monthly maintenance charge for each Unit (12units total), based upon this budget for operation of the Condominium for its first full year of operation at full build out, is \$ _____ per month for each Unit. Declarant shall not be required to fund any proposed budget; however the Declarant agrees that no unit charge will exceed these specified amounts until completion of the build out of the Condominium.