

CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SADDLE RIDGE

(As Amended to September 1, 1984)

THIS DECLARATION IS MADE PURSUANT TO THE Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 1st day of May, 1978, by WĀJBAC AND TADWIL, LIMITED, an Illinois corporation (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

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

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, except as to easement areas specified therein, together with all buildings and improvements thereon (hereinafter referred to as "the property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. LEGAL DESCRIPTION AND EASEMENTS.

2.1 Description of Land. The following described real estate, also described as Phase I in the Condominium Plat attached hereto at Page 1 is hereby subjected to the provisions of this Declaration:

[As amended
September 19, 1979]

A parcel of land in the SW¼-NW¼, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the northwest corner of said section 1; thence S0°05'15"E along the section line, 1321.84 feet to the south line of the C.M. ST. P.&P. RR., thence S86°57'17"E, 152.33 feet to the point of beginning; thence S86°57'17"E, 215.95 feet; thence S3°00'W, 146.05 feet; thence N83°35'W, 114.38 feet; thence N69°00'W, 134.57 feet; thence N18°00'E, 101.29 feet to the point of beginning. Said parcel contains 0.69 acres.

(amended)

TOGETHER WITH non-exclusive easements and rights-of-way for the benefit of the property described above, for purposes of vehicular and pedestrian access, and ingress and egress to, from and between the above described property and State Highway 33, as shown on Condominium Plat, Page 1 attached hereto, over, upon and across the following described property:

Access Road Easement (A&B) Description:

[As amended
September 19, 1979]

A parcel of land in the NW¼-NW¼ and SW¼-NW¼, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the northwest corner of said section 1; thence N89°50'14"E along the section line, 389.88 feet to the point of beginning; thence continuing N89°50'14"E along the section line, 273.54 feet; thence S0°05'15"E, 34.85 feet; thence S51°14'W, 42.96 feet; thence S45°10'W, 80.61 feet; thence southwesterly on a curve to the right, radius 166.00 feet, whose chord bears S45°05'W, 234.42 feet; thence west, 155.19 feet; thence southwesterly on a curve to the left, radius 125.00 feet, whose chord bears S44°57'23"W, 176.91 feet; thence S0°05'15"E, 471.23 feet; thence southeasterly on a curve to the left, radius 125.00 feet, whose chord bears S30°47'38"E, 127.66 feet; thence S61°31'E, 170.91 feet; thence southeasterly on a curve to the right, radius 188.00, whose chord bears S29°13'39"E, 200.76 feet to the north line of the C.M. ST. P.&P. RR.; thence S3°00'W, 100.00 feet across said railroad; thence S3°00'W, 146.00 feet; thence N87°00'W, 66.00 feet; thence N3°00'E, 146.05 feet; thence S86°57'17"E, 66.00 feet; thence N3°00'E, 100.00 feet to said north line of railroad; thence N86°57'17"W, 66.00 feet, thence northwesterly on a curve to the left, radius 122.00 feet, whose chord bears N29°13'39"W, 130.28 feet; thence N61°30'W, 170.91 feet; thence northwesterly on a curve to the right, radius 191.00 feet, whose chord bears N30°47'38"W, 195.06 feet; thence N0°05'15"W, 471.23 feet; thence northeasterly on a curve to the right, radius 191.00 feet, whose chord bears N44°57'23"E, 270.32 feet; thence east, 155.19 feet; thence northeasterly on a curve to the left, radius 100.00 feet, whose chord bears N45°05'E, 141.21 feet; thence N44°50'W, 165.85 feet to the point of beginning."

PROVIDED, and the foregoing easement is granted upon this condition, that the Saddle Ridge Association, Ltd. and each owner of a condominium unit in Saddle Ridge by acceptance of a deed to any unit, agrees to be responsible for repair, restoration, reconstruction, resurfacing, cleaning, snow and ice removal, and all related or required maintenance pertaining to the said access road easement area, and agrees to indemnify and hold Declarant harmless with respect thereto and from all costs and expenses thereof.

TOGETHER WITH the rights and obligations of Declarant under and pursuant to a Private Road Crossing Agreement with the Chicago, Milwaukee, St. Paul and Pacific Company, dated April 20, 1978, pertaining to a private railroad crossing described in the said Agreement. The Saddle Ridge Association, Ltd., and each owner of a condominium unit in Saddle Ridge by acceptance of a deed to any unit in Saddle Ridge, agree to assume and be bound by all rights and obligations under the said Private Road Crossing Agreement, including but not limited to provisions for maintenance, insurance, and the costs thereof, and agree to indemnify and hold Declarant harmless from and with respect to any costs, damages or expenses arising therefrom.

THE FOREGOING EASEMENTS are non-exclusive, and are subject to the concurrent rights of Columbia Corporation and Declarant, and their successors, assigns, lessees, licensees, guests and agents to use the easement areas in mutuality with owners of units in Saddle Ridge. Declarant and Columbia Corporation, by virtue of rights reserved in conveyance to Declarant, specifically reserve the right to make such use of the lands subject to the foregoing easements as will not unreasonably interfere with or prevent use thereof for the easement purposes specified. The uses made of such easement areas by Declarant and by Columbia Corporation shall not be, and are not hereby, otherwise limited or restricted.

The easement and rights herein granted shall be appurtenant to the subject property and may not be separated therefrom. No unit owner by virtue hereof shall have or possess any interest in the said easement areas which may be sold, conveyed, assigned or otherwise transferred except in conjunction with the sale of a unit in the Condominium. [As amended September 19, 1979]

The easements here declared and granted shall become effective upon the first conveyance of all or any part of the Condominium property described above by Declarant, provided such conveyance is pursuant and subject to the Wisconsin Unit Ownership Act.

The foregoing easements shall remain in full force and effect for such time as the property and improvements known as Saddle Ridge remain dedicated to the condominium form of ownership in the manner provided in the Wisconsin Unit Ownership Act and the Condominium Declaration for Saddle Ridge.

2.2 Reservation. Declarant expressly declares, reserves and excepts access and development easements from the lands subject to this Declaration for the benefit of, and as necessary in connection with, the development and use of lands owned by the Declarant, its successors or assigns, adjacent to or in the locale of the property subject to this Declaration, said adjacent or nearby lands being described generally as within the West ½ of Section 1 and the East ½ of Section 2, both in Town 12 North, Range 9 East, in the Town of Pacific, Columbia County, Wisconsin. Included in this reservation of easements are easements for purposes of access and rights-of-way across the lands subject to this Declaration for the benefit of the surrounding lands owned by Declarant, its successors and assigns, including certain adjacent land described in Section 24 of this Declaration which may be annexed to the Condominium; such easements shall be effective whether or not said Section 24 land is ultimately developed as part of the Condominium. Each unit owner, by acceptance of any deed to any unit hereunder, 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.

The aforesaid real estate and all buildings and improvements thereon and thereto shall be known as SADDLE RIDGE.

4. INCREMENTAL DEVELOPMENT.

The Declarant intends to develop SADDLE RIDGE in increments, so that in addition to the foregoing real estate and improvements submitted to the condominium form of ownership hereunder, Declarant may declare and annex to SADDLE RIDGE certain additional real estate and improvements, in the manner provided hereinafter. SADDLE RIDGE may ultimately consist of a residential condominium of two hundred seventy (270) condominium units if all proposed annexations are accomplished. In the event such annexations are accomplished, the percentage of undivided ownership interest of each unit owner in the common areas will be changed to include additional unit owners and the additional property and improvements included in the condominium.

5. DESCRIPTION AND LOCATION OF BUILDINGS.

There shall be one (1) main building on the real estate described in Section 2.1 above, which building shall contain a total of four (4) units. Said building shall be two (2) stories in height, shall have a full basement, and shall be constructed principally as a wood frame building with masonite siding exterior. The roof shall be covered with asphalt composition roofing shingles. A garage constituting a part of the common area and providing one (1) indoor parking space for each unit shall be of similar construction. The building and garage are to be located on the real estate as indicated in the survey marked Exhibit A attached hereto and made a part of this Declaration. The building and units are more fully described in the building and floor plans attached hereto as Exhibit B and made a part hereof. Declarant reserves the right to change the layout, location, dimensions and construction details of the building, units and common areas shown on Exhibits A and B which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the building 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 layout, location, unit numbers and dimensions of the building and units as finally located and erected. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant or the Association of Unit Owners.

6. DEFINITION AND IDENTIFICATION OF UNITS.

6.1 *Definition.* A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the units, including the basement area within a unit, as said boundaries are shown on the building and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained.

6.2 *Identification.* The units are designated by court number and by identifying unit numbers; the various units and their respective designations and locations are all as set forth on Exhibits A and B attached hereto. The approximate area of each unit, number of rooms, immediate common areas to which the units have access and further details identi-

? interior partitions Heating, A/C

fyng and describing the units are as set forth in Exhibits A and B attached hereto. The post office address of each unit shall be its respective unit designation, Route 1, Portage, Wisconsin 53901.

7. COMMON AREAS AND FACILITIES.

7.1 Description. The common areas and facilities shall consist of all of SADDLE RIDGE, improvements and appurtenances, except the individual units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the building or buildings are located; all garages, building exteriors, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit); roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; water and sewer laterals; septic systems; outside walls; girders, beams and supports; and the roads, walks, driveways, outdoor parking areas, and landscaping comprising the condominium property.

7.2 Easements. Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls and to the center of the common walls with adjoining units for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common areas or units.

8. LIMITED COMMON AREAS.

[As amended
September 19, 1979]

8.1 Description. A portion of the common areas and facilities are designated as "limited common areas," as shown, in part, in the Condominium Plat of Saddle Ridge. 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 some garages as shown in the Condominium Plat, the attics, the sidewalks appurtenant to the units and such other limited common areas as may be identified in the Condominium Plat of Saddle Ridge.

8.2 Parking. One (1) indoor garage parking space, constituting limited common area, shall be assigned and designated for the exclusive use of each unit, as shown on Exhibit B.

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

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

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

The percentage of such undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number four (4).

The percentage of such ownership of the common areas and facilities and limited common areas 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 Section 24 herein.

10. RESIDENTIAL AND RECREATIONAL PURPOSES.

[As amended
September 19, 1979]

All buildings and the units therein contained are intended for and restricted exclusively to residential or recreational uses as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion to use and occupy a unit, selected by the Declarant, as a "model" unit and sales office until such time as all annexations provided for in Section 24 herein have been completed by Declarant, or until such earlier time as may be determined by Declarant.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as Saddle Ridge Association (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common areas and facilities and limited common areas. Such Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the oc-

cupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

11.2 Voting Rights. The Association shall have two classes of voting membership as follows:

1. **Class A** — Class A members shall be all unit owners with the initial exception of the Declarant, and shall have one vote for each unit owned;

2. **Class B** — Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership.

The Declarant shall be entitled to reinstatement as a Class B member of the Association at the time of each annexation to the condominium as provided in Section 24 herein. In such event, Declarant shall be entitled to all of the rights and privileges of Class B membership, including three (3) votes for each unit owned by it. Each such reinstatement of Class B membership shall terminate when the total votes outstanding in Class A membership again equal or exceed the total votes outstanding in Class B membership.

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

11.3 Rights of Declarant. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint the members of the Board of Directors of the Association and to amend the By-Laws or rules and regulations of the Association, until such time as all annexations provided for in Section 24 herein have been completed by Declarant, or until such earlier time as may be determined by Declarant. Each owner of a condominium unit in SADDLE RIDGE shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association of Unit Owners.

11.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each unit.

12. REPAIRS AND MAINTENANCE.

12.1 *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 such as washers and dryers, ranges, or other 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 Section 8 hereof and as described in Exhibit B, in a good, clean, sanitary and attractive condition.

[As amended
September 19, 1979]

12.2 *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 building and garage exteriors, walls and roofs, maintenance and repair of septic systems, walks, drives and access roads, and maintenance and repair of all landscaping and recreational areas. Each unit owner shall be responsible for snow and ice removal from the sidewalk constituting a part of the limited common area appurtenant to his unit.

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

12.4 *Entry For Repairs.* The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual unit or units.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors

forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

14. RIGHT OF FIRST REFUSAL ON SALE OR OTHER DISPOSITION.

(As Amended to July 17, 1984)

The Association may bid upon and purchase any unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein shall be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

15. RIGHT OF DECLARANT TO DISPOSE OF UNITS.

The provisions of Section 14 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all units in SADDLE RIDGE and annexations. Declarant shall have the right to sell or otherwise dispose of units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such unit by any means whatsoever, free of any restrictions set forth in Section 14 above. Nothing herein contained shall in any way restrict Declarant's right to lease units not sold or otherwise disposed of.

16. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of at least ninety percent (90%) of the total number of members of the Association entitled to vote, it is determined not to rebuild or repair. In such event, the provisions of Section 703.26 of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction

shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 17 hereof. The Association shall have the right to levy uniform assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

17. INSURANCE.

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in an amount equal to the replacement value of the buildings from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 16 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common areas and facilities and the limited common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

18. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common areas and facilities and limited common areas, including road and easement areas, and common services provided to the unit owners, including sanitary sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common and limited common areas and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common areas and facilities or by abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid. The first owner of any unit shall be liable for assessments beginning on the first day of the first month following the date on which such owner acquired title to the unit. Subsequent owners of the same unit shall be liable for assessments beginning on the date they acquire title to the unit.

[As amended
July 17, 1984]

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

19. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

20. CONVEYANCE TO INCLUDE INTERESTS IN COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS.

The percentage of the undivided interest in the common and limited common areas and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall

be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

[As amended
September 19, 1979]

21. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

21.1 *Utilities.* Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, solar hot-water and heating systems, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities, to service the condominium property or any annexation thereto.

21.2 *Project Maintenance and Operation.* The Association shall have the right to grant permits, licenses, and easements over the common areas for utilities, roads and other purposes necessary for the proper operation of the project.

[As amended

September 19, 1979]

21.3 *Encroachments.* In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common areas or facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said owner or owners.

[As amended

September 19, 1979]

21.4 *Binding Effect.* All easements and rights described in this Section 21 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 21.

22. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall re-

main in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

23. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 24 herein, this Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of all votes entitled to be cast by members of the Association following the initial sale of all units declared or annexed by Declarant or after December 31, 1993, whichever shall first occur. Prior to such time the consent in writing of the Declarant, its successors and assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Columbia County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

24. ANNEXATIONS TO SADDLE RIDGE ESTATES.

24.1 Right to Annex. Declarant hereby reserves the right unto itself, its successors or assigns, in its sole discretion, to amend and supplement this Declaration at any time prior to December 31, 1993, to annex and include as property subject hereto and submitted to the condominium form of ownership hereunder, all or any part of the following described real estate, also described as Future Phases in the survey attached hereto as Exhibit C, in any sequence whatsoever:

Future Phases Parcel 1 Description:

A parcel of land in the SW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 1321.84 feet; thence S86°57'17"E, 434.28 feet; thence S3°00'W, 25.00 feet to the point of beginning; thence S86°57'E, 333.87 feet; thence S21°00'W, 545.69 feet; thence S602°00'W, 430.00 feet; thence N70°56'W, 77.32 feet; thence northeasterly on a curve to the right, radius 679.45 feet, whose chord bears N25°25'E, 136.14 feet; thence N31°00'E, 389.85 feet; thence northeasterly on a curve to the left, radius 300.00 feet, whose chord bears N17°00'E, 145.15 feet; thence N3°00'E, 121.00 feet to the point of beginning. Said parcel contains 4.76 acres.

Future Phases Parcel 2 Description:

A parcel of land in the SW $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 1 and SE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence

S0°05'15"E along the section line, 1381.93 feet thence S86°57'17"E, 24.92 feet to the point of beginning; thence S31°00'E, 106.88 feet; thence S69°00'E, 162.91 feet; thence S83°35'E, 117.89 feet; thence southwesterly on a curve to the right, radius 234 feet, whose chord bears S24°23'W, 53.92 feet; thence S31°00'W, 389.85 feet; thence southwesterly on a curve to the left, radius 745.45 feet, whose chord bears S25°15'W, 149.37 feet; thence S19°30'W, 77.83 feet; thence N69°23'W, 124.44 feet; thence N3°00'W, 330 feet; thence N88°00'W, 710 feet; thence N22°00'W, 279.45 feet; thence S86°57'17"E, 853.95 feet; thence N30°20'E, 165.70 feet to the point of beginning. Said parcel contains 6.85 acres.

Future Phases Parcel 3 Description:

A parcel of land in the NE¼-SE¼ and Government Lot 1, Section 2; T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northeast corner of said Section 2; thence S0°05'15"E along the Section line, 4294.54 feet; thence N75°44'E, 186.73 feet; thence S36°44'W, 129.74 feet; thence N64°14'W, 233.12 feet; thence S4°00'E, 29.70 feet; thence N51°52'W, 88.99 feet to the point of beginning; thence N62°51'W, 234.72 feet; thence N9°00'W, 84.80 feet; thence N27°00'E, 642.00 feet; thence N12°00'E, 560.00 feet; thence S84°27'E, 245.96 feet; thence S17°26'W, 239.07 feet; thence S2°00'E, 288.97 feet; thence southeasterly on a curve to the left, radius 421.00 feet, whose chord bears S11°38'E, 147.14 feet; thence S52°00'W, 233.58 feet; thence southwesterly on a curve to the left, radius 562.00 feet, whose chord bears S24°00'W, 527.69 feet to the point of beginning. Said parcel contains 7.66 acres.

Future Phases Parcel 4 Description:

A parcel of land in the NE¼-SE¼, Section 2 and Government Lot 4, Section 1, all T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the Section line, 2889.19 feet to the point of beginning; thence S77°30'E, 132.92 feet; thence S85°00'E, 520 feet; thence S14°00'E, 350 feet; thence S5°28'W, 372.77 feet; thence S60°00'E, 264 feet; thence S44°00'E, 429 feet; thence South, 329.38 feet; thence N78°40'W, 340.86 feet; thence N17°04'E, 96.54 feet; thence northerly on a curve to the left, radius 190 feet, whose chord bears N28°21'W, 270.65 feet; thence northwesterly on a curve to the right, radius 410 feet, whose chord bears N61°46'W, 170.49 feet; thence northwesterly on a curve to the left, radius 716 feet, whose chord bears N67°46'W, 442.51 feet; thence northwesterly on a curve to the right, radius 355 feet, whose chord bears N43°40'W, 476 feet; thence N2°00'W, 277.99 feet; thence N17°26'E, 304.98 feet; thence S77°30'E, 18.08 feet to the point of beginning. Said parcel contains 20.84 acres.

Future Phases Parcel 5 Description:

A parcel of land in the NE¼-SE¼, Government Lot 1, Section 2, and Government Lot 4, Section 1, all T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the north-

west corner of said Section 1; thence S0°05'15"E along the section line, 4294.54 feet; thence N75°44'W, 186.73 feet to the point of beginning; thence S36°44'W, 129.74 feet; thence N64°14'W, 233.12 feet; thence N4°00'W, 30 feet; thence northerly on a curve to the right, radius 496 feet, whose chord bears N24°00'E, 465.72 feet; thence N52°00'E, 219.90 feet; thence southeasterly on a curve to the left, radius 421 feet, whose chord bears S58°19'E, 388.11 feet; thence easterly on a curve to the right, radius 650 feet, whose chord bears S67°46'E, 401.72 feet; thence southeasterly on a curve to the left, radius 476 feet, whose chord bears S61°46'E, 197.93 feet; thence southerly on a curve to the right, radius 124 feet, whose chord bears S28°21'E, 176.63 feet; thence S17°04'W, 296.45 feet; thence S45°00'W, 291.81 feet; thence westerly on a curve to the right, radius 136 feet, whose chord bears S80°34'W, 158.22 feet; thence westerly on a curve to the left, radius 65 feet, whose chord bears S71°34'30"W, 84.73 feet; thence N76°40'W, 258.44 feet; thence N31°44'E, 361.50 feet; thence N5°15'W, 81.95 feet; thence N75°44'W, 448.69 feet to the point of beginning. Said parcel contains 19.44 acres.

Future Phases Parcel 6 Description:

[As amended
September 19, 1979]

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 4294.54 feet; thence N75°44'W, 186.73 feet; thence S75°44'E, 448.69 feet; thence S5°15'E, 81.95 feet; thence S31°44'W, 361.50 feet; thence S26°09'W, 138.29 feet; thence S34°29'E, 193.61 feet; thence S45°00'E, 212 feet; thence N76°00'E, 215 feet to the point of beginning; thence N9°26'W, 236.84 feet; thence northeasterly on a curve to the left, radius 360 feet, whose chord bears N60°24'E, 191.20 feet; thence N45°00'E, 126.36 feet; thence S45°00'E, 258.55 feet; thence S49°29'W, 293.36 feet; thence S76°00'W, 182 feet to the point of beginning. Said parcel contains 2.26 acres.

TOGETHER WITH non-exclusive easements and rights-of-way for the benefit of the properties described above, for purposes of vehicular and pedestrian access, and ingress and egress to, from and between the above described properties over, upon and across the following described property, as shown on Condominium Plat Pages 4 and 5 attached hereto:

Access Road Easement (E) Description:

A parcel of land in the NE¼-SE¼ & Government Lot 1, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line 2889.19 feet; thence N77°30'W, 18.08 feet; thence S17°26'W, 304.98 feet; thence S2°00'E, 277.99 feet; thence S88°26'W, 66 feet; thence southeasterly on a curve to the left, radius 421 feet, whose chord bears S11°38'E, 147.14 feet to the point of beginning; thence continuing southeasterly on the curve to the left, radius 421 feet, whose chord bears S26°17'E, 67.28 feet; thence S52°00'W, 219.90 feet; thence southwesterly on a curve to the left, radius 496.00 feet, whose chord bears S24°00'W, 465.72 feet; thence S4°00'E, 59.70 feet; thence northwesterly on a curve to the right, radius 60.00 feet, whose chord

bears N51°52'W, 88.99 feet; thence northeasterly on a curve to the right, radius 562.00 feet, whose chord bears N24°00'E, 527.69 feet; thence N52°00'E, 233.58 feet to the point of beginning.

In the event of such annexation, Declarant or its successors or assigns shall be entitled to construct on the property described above, and annex to SADDLE RIDGE and submit to the condominium form of ownership hereunder, a maximum of two hundred sixty-six (266) condominium units, or any lesser number, and such recreational areas and related facilities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original four (4) units constructed and submitted to the condominium form of ownership hereunder. Such additional units, at the sole discretion of Declarant, may be in the form of multi-unit buildings containing between two (2) and twelve (12) units per building, or may be in the form of single unit structures. All improvements intended for annexation shall be substantially completed prior to annexation. All units, unit owners and occupants, and the common and limited common areas and facilities of the said property, if and when the said property or a portion thereof is so annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and By-Laws of the Association, and such restrictions, rules and regulations as may be promulgated thereunder. The method for determining the effective date for assigning assessments for annexed units shall be the same as that described in Section 18 hereof.

[As amended
July 17, 1984]

24.2 Adjustment to Percentage Ownership in Common Areas. Upon the effectiveness of such annexation, or any one in a series of annexations, the percentage of the undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including ownership and the proportionate share of common expenses to be paid by each unit, shall be adjusted in accordance with the total number of units then subject to this Declaration. Such percentage shall be determined by dividing the number one (1) by the total number of condominium units then subject to this Declaration, and comprising SADDLE RIDGE, including those in any annexation. Provided, that Declarant reserves the right to fix, in its discretion, a different means of determining such percentage upon annexations to SADDLE RIDGE, in the event that the size, quality or cost of upkeep of units in such annexation is widely disproportionate to that of existing units in the condominium. The adjusted percentage shall, in any event, not be proportionately less for the annexed units than that attributed to the then existing units in SADDLE RIDGE, and shall be stated in the Supplement to this Declaration.

24.3 Supplements to Declaration. Any such annexation, or series of annexations, shall be accomplished by Declarant through the filing and recording of a Supplement to this Declaration in the office of the Register of Deeds for Columbia County, at any time prior to December 31, 1993; such Supplement or Supplements shall be effective as of the time of recording. Such Supplement or Supplements shall not be deemed to be an Amendment within the meaning of Section 23 herein and such Supplement or Supplements need not be signed by any person or entity other than the Declarant herein or its successors or assigns. A copy of any Supplement or Supplements shall be mailed or personally delivered to each unit owner at his address on file with the Association.

24.4 Consent of Unit Owners and Power of Attorney. Each owner of a condominium unit in SADDLE RIDGE shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the aforesaid annexation or series of annexations, or any part thereof, and the aforesaid adjustment in and to the percentage of the undivided interest in the common and limited common areas and facilities appertaining to each unit and its owner attendant upon such annexation, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such unit owner with respect to the aforesaid annexation(s) and the filing and recording of a Supplement or Supplements to this Declaration with respect thereto in conformance with this Section 24. However, nothing contained in this Section 24 shall be deemed to place any obligation whatsoever on the Declarant, its successors or assigns, with respect to accomplishment and consummation of any annexation of the aforesaid property, or construction of any condominium units thereon, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such annexation or construction of units. [As amended July 17, 1984]

25. CONDEMNATION, DESTRUCTION OR LIQUIDATION.

25.1 Representation. In connection with any condemnation, destruction or liquidation of the property, the Association shall represent the unit owners in any proceedings, negotiations, settlements or agreements. When necessary, each unit owner shall appoint the Association as attorney-in-fact for this purpose.

25.2 Allocation of Proceeds. Any proceeds from condemnation, destruction or liquidation of Saddle Ridge shall be payable to the Association for the benefit of the unit owners and their mortgage holders. Such proceeds shall be allocated in accordance with the following principles:

(a) Every unit owner is entitled to the entire award for the taking of all or part of their respective unit and for consequential damages to their unit.

(b) Any award for the taking of limited common elements shall be allocated to the unit owners of the units to which the use of those limited common elements is restricted in proportion to their respective percentage interests in the common elements.

(c) In the event 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 interests in the common elements.

26. NOTICES.

[As amended
July 17, 1984]

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for

the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

27. SERVICE OF PROCESS.

The person to receive service of process shall be **ROBERT D. MILLER**, 119 West Conant Street, Portage, Wisconsin 53901, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Columbia County.

28. NUMBER AND GENDER.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

29. CAPTIONS.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

30. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said WĀJBAC AND TADWIL, LIMITED, Declarant, has caused this document to be executed by its President and Assistant Secretary, at Portage, Wisconsin as of the date first set forth above.

CORPORATE SEAL

WĀJBAC AND TADWIL, LIMITED

Attest:

Christine K. Hansen, Assistant Secretary

By _____
Robert W. Jahn, II, President

AUTHENTICATION

Signatures of ROBERT W. JAHN, II, President and CHRISTINE K. HANSEN, Assistant Secretary, authenticated this _____ day of _____, 1978.

David L. Petersen
Title: Member, State Bar of Wisconsin

This instrument was drafted by: David L. Petersen, Quarles & Brady, 780 North Water Street, Milwaukee, Wisconsin 53202.

EXHIBITS A, B AND C TO THE DECLARATION FOR
SADDLE RIDGE WERE REPLACED AND SUPERSEDED
BY THE CONDOMINIUM PLAT OF SADDLE RIDGE,
PAGES 1-18, ATTACHED TO THE FIRST SUPPLEMENT
AND AMENDMENT TO DECLARATION. THE CON-
DOMINIUM PLAT OF SADDLE RIDGE BEGINS ON
PAGE 36 OF THIS BOOK.