

AMENDMENT TO CONDOMINIUM DECLARATION

This Amendment is made this 10 day of ^{May 1994}~~February~~, 1994, by the affirmative written consent of at least sixty-seven percent (67%) of the unit owners ("Owners") of Saddle Ridge, a Condominium ("Saddle Ridge"), to that certain Condominium Declaration for Saddle Ridge recorded on May 1, 1978, in the office of the Register of Deeds for Columbia County, Wisconsin, in Volume 190 at pages 299-317 inclusive, as Document No. 394357, as amended and supplemented to date (the "Declaration").

WHEREAS, Owners own at least sixty-seven percent (67%) of the condominium units at Saddle Ridge; and

WHEREAS, Owners are desirous of and have consented in writing to amending the Declaration in the respects set forth hereinafter; and

NOW, THEREFORE, the Declaration is amended as follows:

1. The second sentence of Section 18 of the Declaration shall be repealed and replaced by the following:

The Association shall make assessments against the Unit owners, as well as the units themselves, for the cost of the insurance required by Section 17 of this Declaration in accordance with the percentage of the undivided interest in the common and limited common areas and facilities relating to each Unit, as shown in the most recent recorded Supplement hereto. Each Unit, and the owners thereof, shall be assessed equally for all other common expenses in the manner provided by the Bylaws of the Association.

2. The Declaration, as amended herein, otherwise remains unchanged and in full force and effect.

3. The effective date of the Amendment shall be the date it is recorded in the office of the Register of Deeds for Columbia County, Wisconsin.

IN WITNESS WHEREOF, the undersigned officers of the Association of unit owners for the Condominium hereby certify and attest by their signatures hereto, that the foregoing Amendment has been adopted with the written consent of at least 67% of the unit owners in the Condominium, and their mortgagees, in the manner provided in the Wisconsin Condominium Ownership Act, and that the Declarant has consented in writing to this Amendment. The

undersigned further certify that the written consents of the unit owners and their mortgagees to this Amendment are on file and available for inspection at the offices of the Association.

SADDLE RIDGE ASSOCIATION, LTD.

By: 
James Sparks, President

Attest: 
Deb Raimer, Secretary

STATE OF WISCONSIN)
 : SS
COUNTY OF DANE)

Personally appeared before me this 10th day of ~~February~~^{May}, 1994, the above-named James Sparks and Deb Raimer, to me known to be the President and Secretary, respectively, of Saddle Ridge Association, Inc., and who executed the foregoing instrument and acknowledged the same as the act and deed of said corporation.



Notary Public, State of Wisconsin
My Commission: Expires 9/21/97

This instrument drafted by
and should be returned to:
Attorney Richard E. Pegg
Stolper, Koritzinsky, Brewster & Neider, S.C.
7617 Mineral Point Road
Madison, WI 53717

SADDLE RIDGE ASSOCIATION LTD.

P.O. Box 313
Portage, WI 53901
Phone: (608) 297-8212

September 2005

Dear Saddle Ridge Association unit owner:

Enclosed is the 28th Amendment to the Declaration. This is an extremely important document and should be attached to your Declaration. This document is what you can take to your private insurance agent to decide for your self what additional insurance you would like for your personal belongings. This document clearly shows what the Association's insurance **does not cover**, such as floor covering and interior paint, motor vehicles and golf carts, kitchen appliances (stove, refrigerator, freezer and microwave oven), laundry appliances (clothes washer, water softener and cloths dryer). This is also the document you will refer to if you have a major loss as it show what the Association is responsible for, such as insurance coverage on all elements of the condominium, including both units and common areas and facilities at **full replacement value**.

This document was filed with the Columbia County Register of Deeds on 8-16-05 and is now in full affect.

Saddle Ridge Association Board of Directors



Twenty-Fifth

REGISTER OF DEEDS
COLUMBIA COUNTY

Amendment To Declaration

RECORDED ON:
08/16/2005 01:19:22PM
PAGES: 5

Of Condominium Of

LISA WALKER
REGISTER OF DEEDS

Saddle Ridge, A Condominium

REC FEE: 19.00
Exempt #:

The undersigned, being the President and Secretary Of the Saddle Ridge Association, Ltd., hereby certify that the following amendments to the declaration of Condominium of Saddle Ridge were consented to by the requisite number of owners of units at Saddle Ridge, and these consents were approved by the requisite number of holders of mortgages on said units.

These amendments amend the original Declaration of Condominium recorded May 1, 1978, in the office of the Register of Deeds for Columbia County, (Wisconsin) as Document Number 394357, as subsequently amended.

- 1. Section 6.1 of the Declaration is amended to read:

6. DEFINITION AND IDENTIFICATION OF UNITS

6.1 *Definition* A unit is that part of the Condominium designed and intended for the exclusive independent use of its owner and those persons authorized or intended to use it by its owner. A unit includes one or more contiguous or non-contiguous cubicles of air which may be above or below surface of the surrounding land. The exterior boundaries of each cubicle are: The unfinished interior surface of the perimeter walls surrounding the cubicle, the unfinished lower surface of the ceiling or roofs studs if there is no ceiling, and the uncovered or unfinished upper surface of the floor under the lowest portion of the cubicle and interior walls.

In addition, a unit includes the following which serves it exclusively, although they may be wholly or partly outside of the defined cubicle or cubicles of air:

- (a) All windows and entryways, including glass, screens or other enclosures, and their interior and exterior casements and the opening, closing and locking mechanisms related to them;
- (b) All wall, floor, ceiling, baseboard, or other electrical outlets, switches or fixtures, including outside light fixtures controlled exclusively by the unit, and the junction boxes serving them; all telephone, cable television or

- other communication connections to the unit and any junction boxes servicing them.
- (c) All plumbing fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the Unit water meter or sewage lines to the building;
 - (d) All heating, ventilating and air conditioning fixtures or system, and compressors associated with them, including all wires, gas or fuel lines, pipes valves, appliances, transmitting, connecting, controlling and venting materials and devices lying between the fixtures or systems and the Unit gas or electric meter, as appropriate;
 - (e) Any fireplace serving the unit, including, flues or chimneys and any fuel line to the fireplace;
 - (f) The garage for the unit as identified on the Plat; and
 - (g) All interior walls, doors, cabinetry, equipment, fixtures, appliances, and improvements and betterments.

(Note: Please review Section 17 of the Declaration for what items are not insured through the Association and 6.04 of the Bylaws for what maintenance items the unit owner is responsible for).

2. Section 7.1 is amended to read:

7. COMMON AREAS AND FACILITIES

7.1 Description. The common areas and the facilities shall consist of all of Saddle Ridge, improvements and appurtenances, except the individual units and fixtures therein.

3. Section 8.1 of the Declaration is amended to read:

8. LIMITED COMMON AREAS

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 are identified on the Condominium Plat of Saddle Ridge.

2. Section 12.1 and Section 12.2 of the Declaration is amended to read:

12. REPAIRS AND MANITENANCE

12.1 *Individual Units and Common Areas.* Each unit owner shall be responsible for keeping the interior of his/her 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/her unit. Each unit owner shall keep the limited common areas appurtenant to his/her unit as defined in Exhibit B, in a good, clean, sanitary and attractive condition.

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. 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/her unit.

Section 17 of the Declaration is amended to read:

17. INSURANCE

The Association shall maintain fire and at least broad form extended insurance coverage on all elements of the condominium, including both units and common areas and facilities except for unit owner's personal property, motor vehicles and golf carts, kitchen appliances (stove, refrigerator, freezer and microwave oven), laundry appliances (clothes washer, water softeners and clothes dryer) within the units, at full replacement value. 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, with those for fire and extended coverage allocated among the units based on their relative value. 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 insurance 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 therefore. 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.

If available, the Association may negotiate the availability of coverage on property or risks not covered by its policies or with limits in excess if its policies for the benefit of unit owners, who shall be individually responsible for the premiums for such coverage. 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/her expense, to provide any additional insurance coverage on his/her 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 determined by the Board of Directors to be necessary from time to time.

3. Section 18 of the declaration is amended to read:

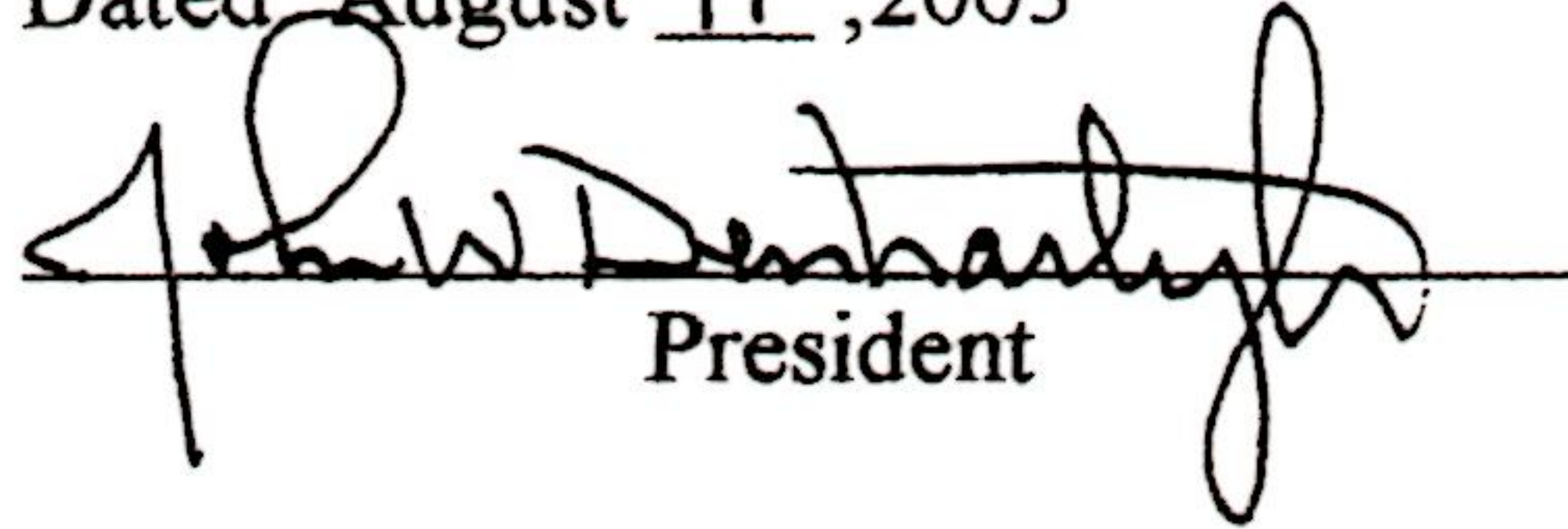
18. LIABILITY AND COMMON EXPENSES

The cost 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 facilities relating to each unit, in the manner provided in the By-laws of the Association, provided that portion of the assessments related to premiums carried by the Association for fire and extended coverage shall be allocated among the Units based on their relative value. No unit owners may exempt him/herself or his/her unit ownership from liability for his/her contribution toward the common expenses by waiver of the use of enjoyment of any of the common or limited common areas and facilities or by the abandonment of his/her unit; and no conveyance shall relieve the unit owner-grantor or his/her unit of such liability, and he/she shall be jointly, severally and personally liable along with his/her grantee in any conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her unit have been paid. The first owner of any unit shall be liable for assessments beginning on the first day of the 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 acquired title to the unit.

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

The undersigned John DenHartigh and Joel Hammermiester, being the President and Secretary, respectively of the Saddle Ridge Association, LTD., the condominium association for the Condominium under §703.15, Wisconsin Statutes, hereby certify that the above amendments to the Declaration, was consented to by the required number of Unit Owners of the Condominium and these consents were approved by the required number of holders of first mortgages on said units.

Dated: August 11, 2005



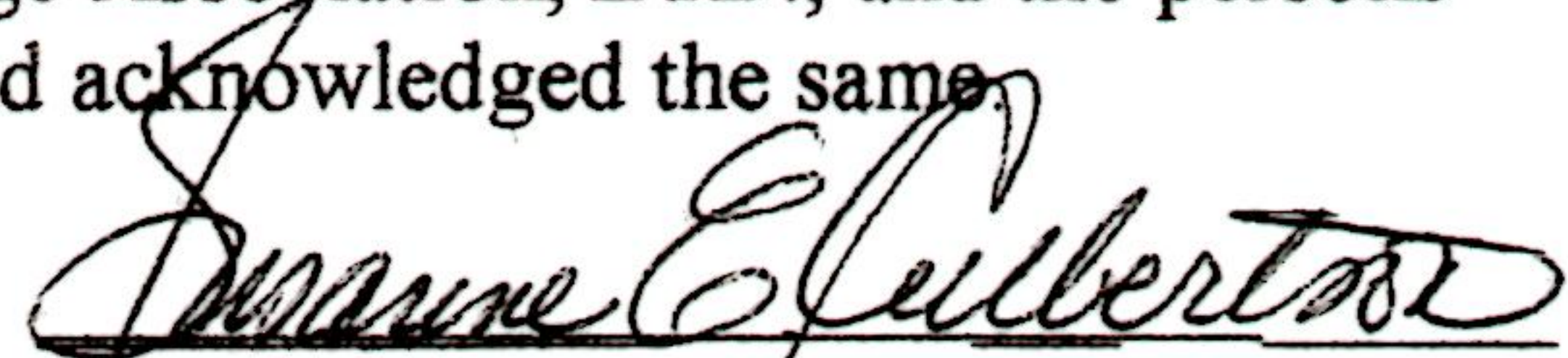
President



Secretary

STATE OF WISCONSIN)
_____) ss.
COUNTY OF COLUMBIA)

Personally came before me the 11 day of August the above names John DenHartigh and Joel Hammermiester, to me known to be the President and Secretary, respectively, of Saddle Ridge Association, LTD., and the persons who executed the above instrument and acknowledged the same.



Notary Public, State of Wisconsin
My Commission: 6/17/2007
Expires

Drafted by Attny. W. Horton

Susanne E. Culbertson