

26th Amendment to
Declaration of
Condominium of
Saddle Ridge
RESTATED
DECLARATION



DOC # 817551

REGISTER OF DEEDS
COLUMBIA COUNTY

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LISA WALKER
REGISTER OF DEEDS

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RESTATED DECLARATION OF
CONDOMINIUM OF
SADDLE RIDGE

The undersigned, being the President and Secretary of Saddle Ridge Association, Ltd., the condominium association for Saddle Ridge (the "Condominium"), hereby certify that this Restated Declaration of Condominium has been consented to by the required number of Unit Owners of the Condominium and these consents have been approved by the holders of the first mortgage or equivalent security interest of those consenting Units subject to such an interest.

1. The Condominium was created by the recording of a Condominium Declaration on May 1, 1978, in the Office of the Register of Deeds for Columbia County (Wisconsin) as Document No. 394357, and subsequently amended in exercise of the rights reserved by Declarant to expand the Condominium. The Condominium currently includes 127 Units in buildings containing one to four Units. The buildings are one and two story frame construction, some with basements. The buildings, Units, Common Elements and other aspects of the Condominium are depicted on the original Condominium Plat of Saddle Ridge and the addenda recorded at the time of its expansions. All expansion rights have now been exercised or have lapsed by passage of time and there may be no further expansions of the Condominium. The Condominium is subject to the Wisconsin Condominium Ownership Act (the "Act").

2. Name; Address; Legal Description

2.01 The name of the Condominium is "Saddle Ridge, a Condominium."

2.02 The Condominium is on a private road known as "Saddle Ridge West" and individual Units have addresses on that road or one of its branches or cul-de-sacs. The mailing address for the Condominium is P.O. Box 313, Portage WI 53901.

2.03 The legal description of the real estate (the "Property") submitted to condominium ownership as part of the Condominium is contained in Exhibit R1. The Property is subject to certain easements and rights referred to in the legal description. The Condominium is served by private roads which are described on Exhibit R2 and in which the Condominium will have an ownership interest.

Recording Area

Name and Return Address

W. P. Horton Saddle Ridge Assn Ltd
P. O. Box 5621 W1576 Deer Path Dr
Madison, WI 53705-5621 Montello, WI -E
53949

PIN on attached sheet

3. Unit

3.01 A Unit is that part of the Condominium intended for individual, private use and is comprised of one or more cubicles of air at one or more levels of space and includes the garage serving the Unit.

3.02 The perimeters of each Unit are the unfinished interior surface of the walls surrounding the Unit, the unfinished lower surface of the ceiling of the highest story of the Unit, and the unfinished subflooring of the lowest level of a Unit without a basement or the unfinished concrete floor of the basement.

3.03 In addition to the cubicles of air within the described perimeters, each Unit shall include items wholly or partially outside such perimeters servicing it exclusively such as: all doors (including garage doors) and windows and their interior frames, opening, and locking mechanisms, screens and glazing; all electrical, plumbing or other fixtures and any portions of them or things supporting or servicing them which extend beyond the cubicle of air; any wires, piping or other utility or service which serves only that Unit and their connecting and controlling devices, extending from the Unit to the point at which the items serving the Unit join with those serving more than only the Unit; exterior lights and sillcocks serving the Unit; and any fireplace in the Unit including the chimney and flue.

3.04 The Units are designated by number on the Condominium Plat and its addenda and may be located by reference to them.

3.05 A Unit may be modified by enclosing existing porch or deck space which is a Limited Common Element of the Unit, by the expansion of the garage, or by the addition of living space to the Unit. Any such modification must be approved by the Association according to procedures it may establish by rule, and must be completed in a good and workmanlike manner and constructed to code. All such work must be done by contractors and subcontractors who are properly licensed, who maintain appropriate insurance, and who waive construction liens against all parts of the Condominium other than the Unit being modified. No modification may unreasonably interfere with the use and enjoyment of other Unit Owners occupants and visitors to the Condominium, the performance of the obligations of the Association, the structural soundness, and operation of mechanical systems serving the Condominium. Once modification is complete, the Unit as modified shall be treated as if it were an original Unit. Since each Unit Owner has an equal opportunity to benefit by modification of a Unit, this Restated Declaration shall not be considered an amendment triggering any right of compensation under sec. 703.09(3), Wis. Stats.

4. Common Elements; Limited Common Elements

4.01 All of the Property making up the Condominium which is not within the definition of Unit is part of the Common Elements (defined as "Common Areas and Facilities" in the original Declaration). Except as otherwise provided herein, or by the Bylaws of the Association or rules adopted by it, the Common Elements are available for the use and enjoyment of Unit Owners, occupants and visitors, be consistent with character and natural use of the particular Common Element.

4.02 The use of those portions of the Common Elements which are shown on the Condominium Plat and the addenda to it as Limited Common Elements is restricted to the Unit to which it is appurtenant. Porches, decks and entryways, sidewalks and steps leading to a Unit, and attics accessible from the Unit, are Limited Common elements appurtenant to that Unit.

4.03 Subject to approval of plans by the Association and any rules adopted by the Association, Unit Owners and occupants may plant flowers or other decorative plantings immediately adjacent to their Units and Limited Common Elements and may put decorations on their Limited Common Elements.

4.04 The Common Elements are owned in undivided percentage interest in the shares shown on Exhibit R3.

4.05 The Common Elements are not subject to partition.

5. Use

5.01 Units and Limited Common Elements may be used exclusively for single family residential purposes. This use may include incidental commercial activity within the Unit as permitted by applicable local ordinances, but may not include any use which would involve added traffic or outside individuals in the Condominium.

5.02 Common Elements may be used only for the operation of the Condominium and in support of the permitted uses of the Units and must be consistent with character and natural use of the particular Common Element.

5.03 Units may be leased subject to rules adopted by the Association. Anyone occupying a Unit shall be subject to this Restated Declaration, the Bylaws and rules of the Association. Unit Owners shall be responsible for any damage done or violation of rules by a tenant of the owner's Unit

5.04 Unit Owners and occupants may keep pets in their Units subject to rules adopted by the Association. Pets are limited to dogs and cats which must be housed within the Unit.

5.05 All uses of the Condominium must conform to applicable governmental laws, ordinances and regulations and to the rules adopted by the Association.

6. Association

6.01 Saddle Ridge Association, Ltd., has been created as the condominium association for the Condominium and is referred to herein as the "Association." All owners of Units in the Condominium are members of the Association so long as they are owners of a Unit and upon conveyance of the ownership of a Unit, the grantee shall become a member. It is the obligation of both parties to a conveyance of a Unit to notify the Association of any change in membership. The vendee under a land contract shall be considered the owner for Association purposes.

6.02 The Association is responsible for carrying out the purposes of this Restated Declaration, management and control of the Common Elements and the Condominium generally, the adoption and enforcement of rules, making of contracts, and the levying and collection of maintenance fees for common expenses and reserves. Except for matters reserved to the members, the board of directors shall have full authority to act for and in the name of the Association.

6.03 Each Unit in the Condominium shall have one, unitary vote on matters decided by the members of the Association. Where there are two or more owners of a Unit, they must decide how the Unit vote is cast.

6.04 The Association shall be managed by a board of directors elected by the membership in accordance with the Bylaws.

6.05 The Association may hire or retain someone to serve as manager of the Condominium or may retain a management company for this purpose.

6.06 Where there are facilities or amenities whose use is shared with another condominium or individual or group of people, the Association may delegate management and control of the shared item to a master association.

7. Common Expenses

7.01 All costs of the operation of the Association, repair and maintenance of the Common Elements, and the accumulations of appropriate reserves are common expenses and shall be allocated among, levied against, and paid by the owners of Units of the Condominium in accordance with the Bylaws of the Association.

7.02 Each Unit Owner shall be individually responsible for costs directly attributed to that owner's Unit, including without limitation real estate and personal property taxes, payments related to the financing or refinancing of the Unit, insurance carried in excess of that provided by the Association, maintenance, repairs, improvements, modifications, and alterations to the Unit, gas and electric metered to the Unit, telecommunications services to the Unit, and other services contracted for directly by the Unit Owner.

7.03 Each Unit Owner shall be responsible for the share of common expenses assessed against its Unit. These shares shall be as provided in the Association Bylaws. The Association shall prepare an annual budget and determine the amount to be assessed to each Unit. Assessments shall be levied against the Units in accordance with the budget and payable in monthly installments in accordance with the Association Bylaws.

7.04 As a part of the common expenses, the Association shall levy and collect (a) reserves, in amounts determined as adequate by the Association to defray in whole or part unbudgeted expenses, major repairs and replacements; and (b) such special assessments assessed in the shares as common expenses against all Units for unbudgeted expenses or budgetary shortfalls. Amounts assessed against individual Units or Unit Owners for violations of this Declaration or the Association Bylaws or rules shall also be assessments and subject to the same procedures for enforcement and collection as all other assessments. Special assessments and amounts assessed against individual Units for violations or

otherwise shall be payable in accordance with the action or resolution levying them.

7.05 The Association shall have all procedures and priorities in the Act for the enforcement of the payment of amounts assessed against Units or Unit Owners, as well as any other legal or equitable rights available for the collection of money owed. Interest or late fees may be charged on any amount that is delinquent at a rate determined from time to time by resolution of the Association. Interest and late fees are considered collection costs and are enforceable as provided in the Act.

8. Repairs and Maintenance

8.01 Each Unit Owner shall have the right and responsibility of keeping the interior of the Unit and all of its equipment, appliances and fixtures in good condition and repair and for the decoration of the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to the Unit in clean, orderly and attractive condition, including permitted exterior decorations. The Unit Owner shall be responsible for the condition and appearance of any planting or garden area approved for the Unit by the Association.

8.02 The Association shall be responsible for the management and control of the Common Elements, including landscaping, and for the maintenance and repair of the Common Elements. The Association shall be responsible for the removal of ice and snow from the Common Elements and roads, provided each Unit Owner is responsible for the removal of ice and snow from the sidewalks and entryways that are Limited Common Elements of the Unit and for the driveway apron outside the Unit's garage.

8.03 The Association shall have the right to enter any Unit or the Limited Common Elements appurtenant to a Unit for purposes of performing its repair, maintenance and management duties. Such entry shall be made with prior notice to the Unit Owner except in case of emergency and with as little inconvenience to the Unit Owner as possible. If any damage is done to the Unit or its Limited Common Elements, it will be repaired by the Association.

8.04 No Unit Owner may make any exterior changes to the Unit, its Limited Common Elements, or to the building in which the Unit is located without written approval of the Association.

9. Destruction; Reconstruction; Condemnation

9.01 In the event of the partial or total destruction of a Unit and the Common Elements associated with it, the Association shall promptly proceed to repair or rebuild the destroyed property unless by vote of ninety percent (90%) of the Unit votes, such percentage to include the Units subject to reconstruction, determine not to repair the damage.

9.02 On reconstruction, every attempt shall be made to rebuild on the site of the damaged property with substantially the same amenities and appearance as its original construction. Variation of square footage of five percent (5%) shall be considered substantially the same as the original.

9.03 In the event it is decided not to reconstruct one or more Units which have been destroyed, the Association shall determine the equitable distribution of insurance proceeds reflecting losses to the Unit Owners and the Association.

9.04 In the event of the condemnation of any part of the Condominium, the provisions of the Act shall control.

10. Insurance

10.01 The Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on the entire Condominium with such deductible as it deems appropriate. This is to include fire and extended coverage and all other types of coverage commonly maintained on such projects. Insurance maintained by the Association may cover portions of the Condominium included in the definition of Unit hereunder. The Association shall hold insurance under this section in its name for the use and benefit of the Unit Owners and their mortgagees, or their successors and assigns, as their interests may appear. The Association may determine by rule if some part or all of the deductible should be charged to one or more Units or paid as part of the common expenses.

10.02 The Association shall maintain comprehensive public liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence for personal injury or property damage or such higher limit as the Association determines. This insurance shall contain a severability of interest clause precluding the insurer from denying claims because of any wrongful act or omission of a Unit Owner.

10.03 The Association may maintain fidelity coverage in amounts determined by the Association against dishonest acts by any person, paid or volunteer, responsible for handling the funds belonging to or administered by the Association. The Association is to be the named insured.

10.04 The Association shall act as trustee for the acquisition of the insurance coverage required hereunder or by decision of the Association and the negotiation, collection and settlement of insurance claims, and the receipt, application and disbursement of insurance proceeds. Insurance maintained by the Association shall be a common expense allocated among the Units on the basis of their relative assessments.

10.05 The maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association, on risks not insured by it, or to provide other protection.

10.06 All policies of insurance shall be written by companies qualified to do business in the State of Wisconsin with general policyholder and financial ratings acceptable to the Association.

11. Easements; Encroachments

11.01 Easements are declared, granted and reserved over the Condominium for the provision of utility services and the installation, operation, maintenance and repair of the equipment and means of distribution of these services.

11.02 Easements are declared, granted and reserved over the Condominium for the operation of the Association and the performance of its duties.

11.03 Unit Owners, occupants and visitors shall have an easement over the Common Elements for access to the respective Units. In addition, Unit Owners and occupants shall have an easement into the Common Elements immediately adjacent to the perimeter walls of the Unit for the purpose of hanging pictures and other decorations and supporting non-weight bearing walls, provided such actions do not interfere with the structural soundness of the Condominium or the operation of mechanical systems, and do not create an unreasonable interference with the use and enjoyment of the Condominium by other Unit Owners, occupants and visitors.

11.04 The Association may grant easements over the Condominium for purposes of enhancing the utility and enjoyment of the Condominium by its Unit Owners, occupants and visitors.

11.05 The Condominium is subject to certain easements and agreements involving the use of Condominium property which are noted in the legal description of the Condominium (Exhibit R1).

11.06 Easements are created for any encroachment by a Unit into another Unit, a Unit into the Common Elements, or Common Elements into a Unit created by construction, reconstruction, settlement or shifting or failure of construction to match design, provided there may be no creation of further encroachments without the approval of the Association in connection with a modification of a Unit.

12. Remedies

12.01 The Association shall have the right to enforce compliance with the obligations under this Declaration and the Association Bylaws and rules by assessing fines for such violations which shall be special assessments hereunder. The Association shall establish by rule procedures for the reporting, investigation and determination of the existence of violations and for the imposition of fines if a violation is found.

12.02 In addition to remedies available to the Association created in this Declaration, the Association shall have all remedies available to it by law for the enforcement of the duties and obligations of Unit Owners and others using the Condominium, which may be exercised separately or in conjunction with one another. To the extent no damages can be accurately determined for the violation of these duties and obligations, liquidated damages of in an amount established by the Association may be assessed for each violation.

13. Amendment

13.01 Except as otherwise provided in the Act, this Restated Declaration may be amended only by the written consent of not less than two-thirds (2/3) of the Unit votes with the consent of any Unit subject to the approval of the holder of the first mortgage or equivalent security interest on the Unit.

13.02 Any amendment to the Declaration shall be certified as having received the appropriate consents and approvals by the President and Secretary of the Association and recorded with the Register of Deeds for Columbia County (Wisconsin).

13.03 Amendments to the Declaration shall become effective upon recording unless otherwise provided in the amendment.

13.04 The Association shall deliver to each Unit Owner a copy of any amendment to the Declaration which has been recorded

14. General

14.01 Service of Process The name and address of the person to receive service of process under the Act is Jim Culbertson, P.O. Box 313, Portage WI 53901. The Association may designate a successor for this purpose by resolution filed with the appropriate government authority.

14.02 Notices All notices or other documents required to be given by the Association may be delivered by personal delivery or by the U.S. Postal Service or a private delivery system. A Unit Owner may authorize the Association in writing to provide notices by facsimile, email or other electronic means.

14.03 Records The Secretary or a designee shall maintain the records of the Association which shall be available to all Unit Owners for review or copying, at the Unit Owner's expense, during reasonable business hours.

14.04 Condominium Disclosures The Association shall maintain an official copy of the current condominium disclosure materials which must be provided in connection with the sale of a Unit. Copies of the disclosure package will be available at cost to Unit Owners selling their Units.

14.05 Interpretation The interpretation of this Restated Declaration and of the Association Bylaws and rules shall be the responsibility of the Association's Board of Directors, subject to any right of judicial challenge.

14.06 Number; Gender Whenever used herein, unless the context shall require otherwise, the singular number shall include the plural and the plural the singular and the use of any gender reference shall include all genders.

14.07 Captions Captions and section headings are inserted as a convenience and do not define or limit the scope of the provisions hereof.

14.08 Severability The provisions of this Restated Declaration shall be deemed independent and severable and the validity or partial invalidity of all or part of any provisions shall not affect the validity and enforceability of the balance of this document.

Dated: November 24th, 2010

SADDLE RIDGE ASSOCIATION, LTD.

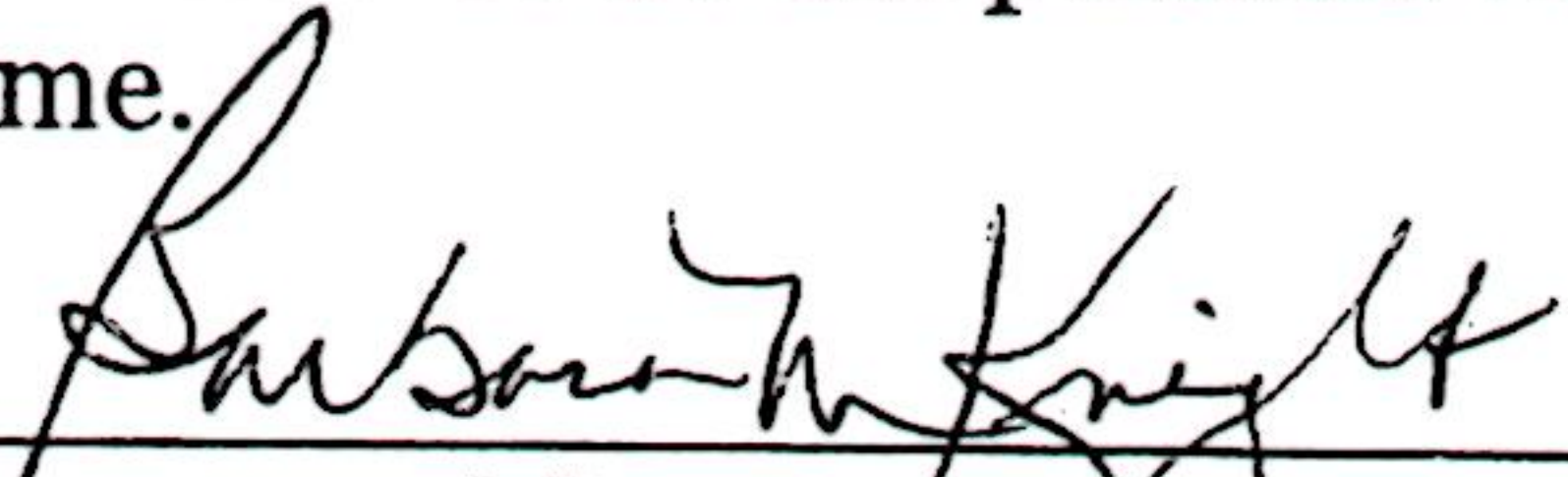
By: 
John denHartigh, President

Attest: 
Charles L. Steidinger, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

Personally came before me this 24th day of November, 2010, the above-named John denHartigh and Charles L. Steidinger, to me know to be the persons who executed the above document, and acknowledged the same.

Drafted by Atty. W. P. Horton


Notary Public, State of Wisconsin
My commission: 1-15-12
Barbara M. Knight