

VOL0481PAGE581

CONDOMINIUM DECLARATION

FOR

ASPEN GLEN GOLF VILLAS

a condominium

SPRING GREEN, WISCONSIN

This Condominium Declaration for Aspen Glen Golf Villas, a condominium (the "Declaration") is made pursuant to Chapter 703 of the Wisconsin Statutes by The Springs, Inc., a Wisconsin corporation, 400 Springs Drive, Spring Green, Wisconsin (the "Declarant").

1. Statement of Declaration. Declarant declares that it is the sole owner of the real property described in Section 3 hereof (the "Property") and hereby submits the Property together with all improvements on or to be constructed on the Property to the condominium form of ownership in the manner provided in Chapter 703 of the Wisconsin Statutes.

2. Name and Address. The name of the condominium is Aspen Glen Golf Villas. It is located in Iowa County and its address is 400 Springs Drive, Spring Green, Wisconsin 53588.

3. Legal Description. The legal description of the Property on which the condominium is to be located and which Property the Declarant subjects to this Declaration is as follows:

See Legal Description Attached Hereto.

4. Description of Units.

4.1 Number. Aspen Glen Golf Villas consists of 14 Units located in seven buildings containing two units each. The Units are designated by identifying letters and numbers as set forth on the condominium plat.

4.2 Description. A Unit is any part of the property that is not a Common Element and is designated and intended for separate and exclusive use and occupancy as a residence for a single family. Each Unit includes that part of the building in which it is located

that lies within the following boundaries:

Horizontal: The lower horizontal boundary of each Unit shall be the plane formed by the uppermost surface of the subflooring in the Unit. The upper horizontal boundary of each Unit shall be the plane formed by the lowermost unfinished exposed surface of the drywall or other material forming the ceiling of the Unit.

Vertical: The vertical boundary of each Unit shall be the plane formed by the unfinished exposed surface of the drywall or other materials comprising the interior perimeter walls enclosing a Unit.

Each Unit shall consist of the space enclosed by the foregoing horizontal and vertical boundaries extended to their intersection. Each Unit shall also include (i) all portions of the plumbing, heating, electrical, and air conditioning system (including furnaces, compressors, components, pipes, wires, conduits, ducts, and the like) serving only that Unit; and (ii) all windows, glass surfaces, and doors (including window and door frames) serving the Unit.

5. Common Elements. The Common Elements are all of Aspen Glen Golf Villas except the Units. The Common Elements include, without limitation, the land on which the Units are located, vacant land, walkways, driveways, parking spaces and balconies and patios adjacent to the Units.

6. Limited Common Elements.

6.1 Description. As shown on the Condominium Plat, a portion of the Common Elements are Limited Common Elements. Such Limited Common Elements shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant and to the exclusion of all other Units in the condominium. The Limited Common Elements are the porches and patios shown on the Condominium Plat.

6.2 Use. The use and occupancy of the Limited Common Elements shall be subject to and governed by the Declaration of Trust, as amended (all references hereinafter to the Declaration of Trust herein shall mean the Declaration of Trust as amended), this Declaration, the Bylaws and Rules and Regulation that may be established by the Association.

7. Percentage Interests. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common

with the other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements for all purposes incidental to the use and occupancy of his or her Unit as a place of residence and which right shall be appurtenant to and run with his or her Unit.

The percentage interest appurtenant to each Unit is 7.1428571% determined by dividing the number 100 by the number 14.

The undivided percentage interest in the Common Elements shall not be separated or severed from the Unit to which it is appurtenant. Every conveyance or instrument affecting title or ownership of a Unit shall automatically include the Unit's undivided percentage interest in the Common Elements.

8. Association.

8.1 Membership. The Association is the Aspen Glen Golf Villas Condominium Association, Inc., a nonstock corporation organized under Chapter 181 of the Wisconsin Statutes. All Unit Owners shall be members of the Association and subject to its bylaws and rules and regulations adopted by it. The respective rights, qualifications and obligations of the members shall be as set forth in the bylaws of the Association. The Association shall be responsible for carrying out the purposes of this Declaration including the management and control of the Common Elements. It shall have the powers set forth in Section 703.15(3) of the Wisconsin Statutes.

8.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association. Voting rights shall not be split and when more than one person holds an interest in a Unit, the vote for such Unit shall be exercised by the person designated in the Membership List maintained by the Association as provided in its bylaws.

8.3 Declarant Control. Notwithstanding any other provision of this Declaration, the Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the bylaws and rules and regulations of the Association until the earlier of: (a) three years from the date of first sale of a Unit by Declarant, (b) 30 days after conveyance of 75% of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as Declarant may determine, subject in each case to the provisions of Chapter 703 of the Wisconsin Statutes. By acceptance of any deed to any Unit, each Unit Owner agrees, approves and consents to the right of the Declarant to so control the Association.

8.4 **Common Services.** Subject to the Declaration of Trust, the Association shall have the right and power to enter into agreements as are reasonable and necessary to carry out the purposes of this Declaration. The Association may enter into agreements for professional management and administration, water supply, sanitary sewer, snow removal, grounds care, garbage and waste removal, cable television, utility services including gas, electricity and telephone, security services, systems and equipment and such other services as the Association may deem to be reasonable and necessary.

9. **Purposes and Uses.** The Property may be used only for residential, recreational and related purposes and subject to the provisions of this Declaration,, the Declaration of Trust and the Bylaws and Rules and Regulations of the Association.

10. **Repairs and Maintenance.**

10.1 **Units.** In addition to the provisions of the Declaration of Trust, each Unit Owner shall be responsible for keeping his or her Unit in a first class, fully cared for condition. The particular responsibilities of the Unit Owner under this provision shall be more fully set forth in the Bylaws of the Association.

10.2 **Common Elements.** In addition to the provisions of the Declaration of Trust, the Association shall be responsible for the management and control of the common elements and, except to the extent that the Unit Owners are responsible therefor, shall keep the Common Elements in a first class, fully cared for condition. The particular responsibilities of the Association under this provision shall be more fully set forth in the Bylaws of the Association.

10.3 **Limited Common Elements.** In addition to the provisions of the Declaration of Trust, each Unit Owner shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit in a first class, fully cared for condition. The particular responsibilities of the Unit Owner under this provision shall be more fully set forth in the Bylaws of the Association.

10.4 **Entry For Repairs.** The Association shall have an easement over, across and through all Units for the purpose of maintenance, repair or reconstruction of the Common Elements. The Association, its agents and representatives, may enter any Unit at reasonable times and under reasonable conditions when necessary to perform any required maintenance, construction, repair or other matter for which the Association is responsible. Unless an emergency exists, such entry shall be made with prior notice to the

Unit Owner and shall be with as little inconvenience as is practical. Any damage caused shall be repaired by the Association and shall be a Common Expense.

11. Destruction and Reconstruction. In the event of a partial or total destruction of the improvements to the Property, such improvements shall be repaired and restored as soon as practicable unless the damage or destruction exceeds available insurance proceeds in which case the Unit Owners may, within 90 days of the date of the damage or destruction and by the affirmative vote of at least 75% of the total number of votes entitled to be cast, determine not to repair or restore. In such event, the provisions of Chapter 703 of the Wisconsin Statutes shall apply.

12. Insurance.

12.1 Property. The Board of Directors of the Association shall obtain and maintain fire and broad form extended coverage on the entire condominium in an amount not less than the full replacement value thereof as from time to time determined. Insurance coverage shall be written on the condominium in the name of the Association as trustee for each of the Unit Owners in the percentages established in this section 12. The amount of insurance and the types of hazards to be covered shall be reviewed at least annually by the Board of Directors and the amount of coverage may be increased or decreased at any time as deemed appropriate by the Board of Directors in order to provide full replacement value insurance.

In the event of the partial or total damage or destruction to the condominium and the repair or restoration of the same in accordance with Section 12 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 repair or restore, then the insurance proceeds shall be distributed to the Unit Owners as provided in Chapter 703 of the Wisconsin Statutes and in accordance with the allocation set forth in section 12.5 below.

12.2 Unit Owners Insurance. A Unit Owner shall be responsible for insuring his or her personal property whether in or on the Unit, the Common Elements or the Limited Common Elements. The premium for such insurance shall be the individual expense of the Unit Owner.

12.3 Other Insurance. The Board of Directors of the Association shall obtain and maintain public liability insurance covering the Common Elements and Limited Common Elements with respect to all claims commonly insured against in such amounts from time to time determined by the Board of Directors in its discretion.

The Board of Directors may also obtain and maintain workers' compensation insurance, directors and officers liability insurance and fidelity bonds in such amounts and with such coverage as is from time to time determined by the Board of Directors to be necessary or advisable.

12.4 **Premiums.** Premiums on insurance obtained by the Association shall be a common expense.

12.5 **Allocation.** Insurance proceeds shall be equitably allocated to the units as follows: For each dollar of insurance proceeds allocated to a two-floor unit, seventy-eight cents shall be allocated to a one-floor unit, said two-floor and one-floor units being described as Unit "B" and Unit "A" respectively on the Condominium Plat.

13. **Common Expenses and Assessments.** Common Expenses are the costs of administration of the Association, insurance premiums, repairs, maintenance, landscaping, other expenses of the Common Elements and Common Services, provided to the Unit Owners and expenses of the **Community Area** assessed to the Association.

Funds for the payment of Common Expenses and for the creation of reserves for the payment of future Common Expenses shall be obtained by assessment against the Unit Owners in proportion to their percentage interests in the Common Elements. However, where an expense benefits only a specific Unit or the Limited Common Elements of such Unit, the assessment shall be against that Unit and Unit Owner only.

No Unit Owner or Unit may be exempted from liability for payment of such assessments by such Unit Owner's waiver or discontinuance of the use or enjoyment of his or her Unit. No conveyance by a Unit Owner of his or her Unit shall relieve the Unit Owner or the Unit of such liability and he or she shall be jointly, severally and personally liable along with his or her grantee in any such conveyance for all unpaid assessments made prior to the date of sale. All assessments, when made, shall immediately become a personal debt of the Unit Owner until paid and shall constitute a lien against the Unit to which charged if a statement of condominium lien is filed in accordance with Section 703.16 of the Wisconsin Statutes.

The excess of receipts over the amount of Common Expenses for any period shall be Common Surplus. The Board of Directors of the Association, in its discretion, shall have the authority to set aside some or all of any Common Surplus into a reserve account for

payment of unanticipated, special or extraordinary expenses of the Association. Any amount not transferred to such reserve account shall be credited to the Unit Owners' assessments for Common Expenses in proportion to their percentage interests in the Common Elements or shall be used for any other purpose as the Board of Directors decides.

14. **Changes in Units.** Subject to the provisions of the Declaration of Trust, alternations within Units and Relocation of Boundaries as provided in Sections 703.13(5) and 703.13(6) respectively of the Wisconsin Statutes is permitted. Separation of Units as provided in Section 703.13(6) and 703.13(7) of the Wisconsin Statutes is not permitted.

15. **Easements.** Declarant hereby reserves rights and easements for the purpose of providing, installing, maintaining, repairing, replacing or relocating utility services and ingress and egress to the Property and over, under, along and on any part of the Common Elements. Utilities include, without limitation, electric lines, water mains and pipes, sewer lines, gas mains, telephone lines and cable television wires and the equipment and facilities, if any, associated with each of the foregoing. The location and dimension of any such easement shall be determined by the Declarant.

16. **Alterations.** Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of his or her Unit. The Unit Owner shall keep the interior of the Unit, all window surfaces and all of the Unit's equipment, fixtures and appurtenances in good order, condition and repair and shall keep the Unit and the Limited Common Elements appurtenant to the Unit in a clean and sanitary condition. In meeting his or her responsibilities hereunder or otherwise, a Unit Owner shall not alter the appearance or design of the exterior of his or her Unit or the Limited Common Elements appurtenant thereto except in accordance with the provisions of this Declaration, the Bylaws, Rules and Regulations of the Association and the Declaration of Trust.

17. **Service of Process.** Service of process on the Association may be received by Allan C. Peckham, 115 N. Washington Street, Spring Green, Wisconsin 53588 who is the present registered agent of the Association. The name and address of the registered agent may be changed by the Board of Directors of the Association and the successor's name and address shall be filed with the Secretary of State.

18. **Declaration of Trust.** The Property is subject to the Declaration of Trust of The Springs, Inc. dated November 6, 1993 and recorded in the office of the Register of Deeds for Iowa

County, Wisconsin on April 15, 1994 in Volume 463 of Records on Page 500 and as Document Number 196246 and the Amendment to the Declaration of Trust dated September 2, 1994 and recorded in the office of the Register of Deeds for Iowa County, Wisconsin on October 11, 1994 in Volume 469 of Records on Page 641 as document number 198986 and the provisions of said Declaration of Trust are incorporated herein by reference.

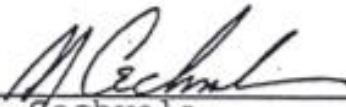
19. **Amendments.** Except as provided in Section 4.6 of this Declaration, this Declaration may be amended as provided in Chapter 703 of the Wisconsin Statutes.

20. **Condominium Ownership Act.** The provisions of Chapter 703 of the Wisconsin Statutes as from time to time amended are incorporated into this Declaration by reference.

Dated this 17 day of October, 1995

THE SPRINGS, INC.

BY



Al Cechvala
Executive Vice-President and
Chief Operating Officer

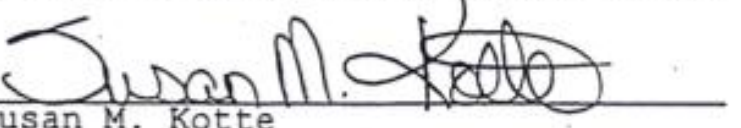
BY



Allan C. Peckham
Secretary

State of Wisconsin)) ss
Iowa County)

Personally came before me this 17 day of October, 1995, the above named Al Cechvala and Allan C. Peckham to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Susan M. Kotte
Notary Public, Iowa County, Wisconsin
My Commission expires March 5, 1999

This instrument was drafted
by Allan C. Peckham

ASPEN GLEN GOLF VILLAS
a condominium

Legal Description

A parcel of land located in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 29, T8N, R4E, Town of Wyoming, Iowa County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 corner of Section 29, T8N, R4E, thence N 00°36'42" W; 2,286.62' along the North-South 1/4 line of said Section 29, thence West, 496.83' to the point of beginning; thence along the arc of a curve concave to the Southeast, radius 251.00', (chord bearing S 17°00'00"W, 212.15') a distance of 219.04'; thence N 60°44'38" W, 70.84', thence N 30°57'09" W, 97.36'; thence S 59°00'00" W, 86.32'; thence S 50°34'22" W, 131.87'; thence N 20°19'49" W, 164.75'; thence N 02°03'59" E, 775.74', thence East, 170.73', thence S 00°36'33" E, 243.50'; thence S 28°53'25" E, 425.77'; thence South, 100.48' to the point of beginning.

Said parcel contains 5.65 acres and is subject to all easements and rights-of-ways of record.

241529

Document Number

AMENDMENT NO. 1 TO
CONDOMINIUM DECLARATION
ASPEN GLEN GOLF VILLAS, A CONDOMINIUM
Document Title

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RECORDED
Dodgeville WI 53533

APR 11 2001

9:00 O'CLOCK A M

Dixie L. Edge
DIXIE L. EDGE, Iowa Co. Register of Deeds

Recording Area

Name and Return Address
Attorney Bruce R. Briney
Nowlan & Mouat LLP
100 S. Main Street
Janesville, WI 53545

Parcel Identification Number (PIN)

AMENDMENT NO. 1 TO CONDOMINIUM DECLARATION ASPEN
GLEN GOLF VILLAS, A CONDOMINIUM

VTVIP, INC. ("Declarant"), the assignee of The Springs, Inc., hereby amends the Condominium Declaration (the "Declaration") for Aspen Glen Golf Villas, a condominium (the "Condominium") pursuant to §703.09(2) Wisconsin Statutes. Declarant is the owner of more than two-thirds (2/3) of the units of the Condominium.

1. **Statement of Amendment to Declaration.** The purpose of this Amendment is to amend the Declaration to allow the Declarant to add additional floor plans for buildings that may be erected as part of the Condominium, and to allow the Declarant to alter the interior and exterior appearance of the buildings.

2. **Declarant's Rights.** There shall be added a new paragraph 21 which shall read as follows:

21. **Declarant's Rights.** So long as the Declarant or its assignee owns any unbuilt units in the Condominium, the Declarant may, upon its signature alone, amend the Condominium plat to change the floor plans of the buildings and the units located in the buildings, so as to increase or decrease the square footage contained in each unit. The Declarant shall also have the right to alter the internal and/or external appearance of any building or unit, provided however, that the alteration of the exterior of any building shall be in harmony with the other buildings in the Condominium. The Declarant shall not have the authority to change the number of units in the Condominium beyond that stated in paragraph 7 of the Declaration.

IN WITNESS WHEREOF this Amendment No. 1 to Condominium Declaration for Aspen Glen Golf Villas, a condominium, has been executed this 5 day of April, 2001 by Vivid, Inc., the owner of more than two-thirds (2/3) of the units of Aspen Glen Golf Villas, a condominium.

VIVID, INC.,
Owner of Units 101 - 104 and Units
107-112

By: Arthur T. Donaldson, President

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STATE OF WISCONSIN)
: ss
COUNTY OF ROCK)

Personally came before me this 5 day of APRIL, 2001, the above-named Arthur T. Donaldson, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, Rock County, Wisconsin
My Commission is permanent
Or expires: _____

THIS DOCUMENT PREPARED BY:

Attorney Bruce R. Briney
Nowlan & Mouat, LLP
100 South Main Street
P.O. Box 8100
Janesville, WI 53547-8100