

Document Number

**DECLARATION OF CONDOMINIUM FOR
ALPINE MEADOWS CONDOMINIUMS**

DANE COUNTY
REGISTER OF DEEDS

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**DECLARATION OF CONDOMINIUM
FOR
ALPINE MEADOWS CONDOMINIUMS**

THIS DECLARATION OF CONDOMINIUM (the "Declaration"), is made this 15 day of September, 2003 by CLE Investments, LLC (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Real Property (described in Section 2.03), together with all improvements thereon and all easements, right and appurtenances pertaining thereto (the "Property"), and makes this Declaration for the purpose of submitting the Property to the provisions of Chapter 703, Wisconsin Statutes, known as the "Condominium Ownership Act."

ARTICLE II

NAME, ADDRESS AND DESCRIPTION

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is Alpine Meadows Condominiums.

2.02. Address. The address of the Condominium is 108 - 397 Alpine Meadow Circle and 111 - 159 Alpine Meadow Court, in the Village of Oregon, Wisconsin 53575.

2.03 Legal Description. The Real Property comprising the Property is legally described as follows: Lot 190, Alpine Meadows, in the Village of Oregon, Dane County, Wisconsin, Tax Parcel No. 286-0608-232-6712-9.

2.04 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- A. General taxes and special assessments not yet due and payable.
- B. Easements and rights in favor of gas, electric, telephone, water, sewer and other utilities.
- C. All other easements, covenants, declarations, and restrictions of record, including any shown on the Condominium Plat and the Articles of Incorporation and By-Laws of Alpine Meadows Condominium Associations, Inc.
- D. All municipal, zoning and building ordinances.
- E. All other governmental laws and regulations applicable to the Condominium.

F. Public or private rights in any such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

ARTICLE III

UNITS

3.01 Identification of Units. The Condominium shall consist of seventy-five (75) units (individually a "Unit" and collectively the "Units") located in fourteen (14) buildings identified on the Condominium Plat of Alpine Meadows Condominiums recorded contemporaneously with this Declaration (the "Condominium Plat"). The Condominium Plat contains a site plan showing the location of each building and the layout, boundaries and dimensions of each Unit. The Units are identified by number on the Condominium Plat. Each Unit includes the interest of the Unit in the Common Elements and Limited Common Elements specified in this Declaration and all other rights and obligations created under this Declaration.

3.02 Description of Units. Units are those parts of the Condominium designed and intended for the exclusive independent use by or under the authority of its owner, and described as follows:

- (a) A Unit shall include one or more contiguous or non-contiguous cubicles of air, as depicted on the Condominium Plat, including basement space, space on either the first and/or second floor of a building, entry ways and stairways providing ingress and egress for any space within a Unit, and a garage. The upper boundary of each cubicle shall be the unfinished lower surface of the drywall or other sheathing material attached to the ceiling of such cubicle. The lower boundary of each cubicle shall be the unfinished upper surface of the concrete, plywood, or other sheathing forming the floor or subfloor of such cubicle, as applicable. The perimeter boundary of each such cubicle shall be the unfinished interior of the concrete, drywall, or other sheathing material attached to or forming the walls surrounding the Unit. Finished interior surfaces, including paint, wallpaper, carpeting and the like, shall be part of the Unit.
- (b) In addition, a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air:
 - (i) All doors and windows, their interior casements and all their opening, closing and locking mechanisms, hardware and screens;
 - (ii) All wall and ceiling mounted electrical fixtures and all floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them, and any exterior electrical outlets or fixtures served by the electric meter for the Unit;

- (iii) All plumbing fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the water meter for the Unit or main sewage line from its point of entry into a Unit;
 - (iv) Individual heating, ventilating and air conditioning equipment serving the Unit exclusively, and all fans and controls for such equipment;
 - (v) The lines bringing natural gas, electricity or similar fuel or energy sources to the Unit from the meter for the Unit to the boundary of the Unit.
 - (vi) Any fireplace serving the Unit, and all of its component or related parts, including without limitation its natural gas and electricity supply lines and control devices, fans, and air intakes and outlets.
- (c) Specifically excluded as part of a Unit are any structural components of the building which are not specifically included in the definition of "Unit", above, which lie within the cubicles of air comprising the Unit.

ARTICLE IV

COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") are all those portions of the Condominium which are not included in the definition of a Unit and all tangible personal property used in the operation, maintenance, and management of the Condominium, exclusive of Limited Common Elements as defined in Section 4.02. Except as provided herein, and subject to the Bylaws of the Association and rules adopted under them, the Common Elements are available for the use and enjoyment of or service to owners of all Units. None of the Real Estate which is part of the Common Elements may be abandoned, partitioned, subdivided, encumbered, sold, or transferred except by amendment of this Declaration.

4.02 Limited Common Elements. Limited common elements (the "Limited Common Elements") are those portions of the Condominium not located within a Unit, reserved for the exclusive use and enjoyment of or service to one or more but not all owners of Units. Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Alpine Meadows Condominiums Plat, and include all attached or adjacent patios, balconies, stoops, driveways extending from the common drive to the garage included in the Unit, and the mailbox designated for the Unit.

4.03 Temporary Limited Common Elements. During the original construction of any building that will, when finished, enclose one or more Units, the building site shall be designated as a Temporary Limited Common Element. The building site may be more specifically defined in a document to be recorded. The Declarant and/or its assigns shall have the exclusive use of such area during the construction period and shall be responsible for all costs of the original construction, road and parking improvements, and landscaping within the building site. Upon the issuance of an

occupancy permit for the Units within a building by the Village of Oregon, the Temporary Limited Common Element classification for the building site shall terminate and the building site shall then become a Common Element, Limited Common Element, or Units as hereinbefore defined and as shown on the Condominium Plat.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. Each Unit has an undivided interest in the Common Elements in the percentages set forth in Exhibit "A" attached hereto. Any change in such percentages must be evidenced by an amendment to this Declaration adopted pursuant to §703.13, Wis. Stats., and be approved by all mortgagees and recorded in the Office of the Register of Deeds for Dane County, Wisconsin.

5.02. Conveyance, Lease or Encumbrance of Unit. Any deed, mortgage, or other instrument purporting to convey, or encumber any Unit shall be deemed to include all Limited Common Elements appurtenant to such Unit and the Unit Owner's undivided percentage interest in the Common Elements and in any insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. Each Unit is entitled to one (1) vote in the Association, subject to suspension as noted herein. This vote is indivisible and may be cast by the Unit Owner or by proxy as permitted in the Association Bylaws.

5.04. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the "Alpine Meadows Condominiums Unit Owners Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities and Limited Common Elements of the Condominium. The Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, and the Bylaws, rules and regulations of the Association. The powers and duties of the Association shall include

those set forth in the Association's articles of incorporation (the "Articles") and Bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

6.02 Declarant Control. Except as otherwise provided in Section 703.15(2)(d), Wisconsin Statutes, as amended, subsection to Section 6.03, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter "Declarant "Control"). The period of Declarant Control shall continue until the earlier of either of the following to occur: (i) the expiration of three (3) years from the date the first Unit is conveyed to a person other than Declarant, or (ii) the expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element interest to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (3) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by the Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice.

6.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interests of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

6.04 Maintenance and Repairs. The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair. The Association shall be responsible for maintenance of any and all landscaping and vegetation (including lawn mowing) located in the Common Area, and for snow plowing all private streets and driveways within the Condominium, and for providing trash removal once per week. Each Unit Owner shall be responsible for the cleaning, maintenance, repair and replacement of its Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for insurance premiums; a reserve fund for maintenance, repairs and replacements of Common Elements; landscaping and lawn care; snow

shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services; trash collection; and maintenance and management salaries and wages. No Unit shall be assessed for Common Expenses, be incorporated into the calculations for determining the percentages of the Common Expenses (including general and specified assessments) charged to each Unit, or have a vote in the Association until such time as the Unit is constructed and the Temporary Limited Element encompassing such Unit shall be terminated.

6.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws, and, together with interest, collection costs, and reasonable attorneys fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and 10.05; for defraying the cost of improvements to the Common Elements, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit, on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.08. Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

ARTICLE VII

USE RESTRICTIONS

7.01 Single-Family Residences. Each Unit shall be used for single-family residential purposes and for no other purpose. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No business, whether or not for profit, may be conducted from any Unit, except that the Declarant shall be entitled to use up to five (5) Units as models and for sales activities.

7.02. Signs. No sign of any kind shall be displayed to the public view on any Unit. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

7.03. Effect of Bylaws, Rules and Other Restrictions. In addition to the restrictions set forth herein, each Unit shall be subject to any provisions regarding use set forth in the Bylaws or any rules promulgated thereunder. Each Unit Owner shall have exclusive ownership and possession of its Unit subject to the provisions of municipal zoning ordinances, this Declaration, the Condominium Ownership Act, the Articles and Bylaws, and rules and regulations promulgated by the Association.

ARTICLE VIII

INSURANCE

8.01. Fire and Extended Loss Insurance. The Association shall obtain and maintain fire, casualty, and extended loss insurance coverage for the entire Condominium, including all Units, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, and personal property owned by the Association. With respect to the Unit, the Association's insurance coverage shall cover only those portions of the Unit that were included as part of the Declarant's standard specifications of finish for the Unit, prior to any construction upgrades and prior to any improvements subsequently made by the Owner following completion of construction of the Unit. The Condominium shall be insured for not less than the full replacement value thereof, except the Association shall not be required to obtain personal property insurance covering any personal property owned by any Unit Owner, nor shall the Association be required to obtain any insurance coverage for any improvements to any Unit beyond those portions of the Unit that were included as part of the Declarant's standard specifications of finish for the Unit. Insurance coverage shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure the required coverage is at all times provided. The insurance shall be written on the Condominium in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any mortgagee as its interest may appear. All premiums for such insurance shall

be a Common Expense. Each Unit Owner shall have the right to insure its own Unit for its personal benefit, provided such Unit Owner's insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 9.

8.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.03 Fidelity Insurance. The Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than one hundred fifty percent (150%) of the Association's annual operating expenses and reserves.

8.04. Unit Owners' Insurance. Each Unit Owner shall insure the personal property in his or her respective Unit and any insurable portion of the Unit not covered by the Association's insurance as specified herein and nothing shall prohibit the Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their personal property, Units and Limited Common Elements appurtenant to such Units.

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

ARTICLE IX

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

9.01. Destruction of Property. If all or any part of the Property becomes damaged or is destroyed by any cause, the Association shall:

- (a) Insurance Available. If the cost to repair or reconstruct the damaged Property is equal to or less than the available insurance proceeds, then the damaged Property shall be repaired or reconstructed.
- (b) Insurance Not Available. If the cost to repair or reconstruct the damaged Property is greater than the available insurance proceeds, the damaged Property shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five (75%) percent or more of the votes consent in writing to not repair or reconstruct the damaged Property. Delivery of such written consent under the circumstances described in this Section shall be deemed to be consent to an action to subject the Condominium to partition.

9.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Property, unless (1) the Unit Owners holding a majority of the votes approve of the variance from such plans and specifications; (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements, and (3) the board of directors of the Association and the Unit Owners of the damaged Units authorize the variance in the case of reconstruction of or repair to any of the Units.

In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03. Responsibility for Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section 8.01, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements and shall next be disbursed by the Association for the repair or reconstruction of any insured portions of damaged Units. The Association shall have no responsibility to repair, reconstruct, or replace any improvements which were made to any Unit subsequent to completion of construction or any personal property of any Unit Owner. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined to not rebuild pursuant to Section

9.01 and the Condominium is partitioned as set forth in Section 9.07, or unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 9.06.

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

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

9.07. Partition and Sale Upon Consent. If the Unit Owners holding an undivided percentage interest in the Common Elements equal to or greater than seventy-five percent (75%) consent to subject the Condominium to an action for partition, as provided in Section 9.01, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction funds shall be considered as one fund and shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

9.08. Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by each mortgagee (if any) of such Unit.

ARTICLE X

CONDEMNATION

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

- (a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit and for consequential damages to the 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 interest in the Common Elements.

10.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed unless within thirty (30) days of the date the Association receives reconstruction cost estimates, the Unit Owners holding an undivided percentage interest in the Common Elements equal to or greater than seventy-five percent (75%) shall consent in writing not to reconstruct the Common Elements taken or unless the extent of the taking, as determined by the board of directors of the Association, makes reconstruction or restoration impractical.

10.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless the Unit Owners holding an undivided percentage interest in the Common Elements equal to or greater than seventy-five percent (75%) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates for the cost to rebuild.

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

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

10.07. Partition and Sale Upon Consent. If the Unit Owners holding an undivided percentage interest in the Common Elements equal to or greater than seventy-five percent (75%) consent in writing to subject the Condominium to an action for partition, the net proceeds of sale together with any net proceeds of the award for taking shall be considered as one fund and shall be divided among the Unit Owners in proportion to their respective interests in the Common Elements.

10.08. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit determined under Section 5.01 shall be the percentage obtained upon dividing the total square footage of the floor space of such Unit (excluding basement areas) by the total square footage of the floor space of all

of the Units in the Condominium (excluding basement areas) by the total square footage of the floor space of all of the Units in the Condominium (excluding basement areas), without any deduction whatsoever for columns, stairs, interior construction, fixtures or equipment. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

10.09. Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by each mortgagee (if any) of such Unit.

ARTICLE XI MORTGAGEES

11.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or any rules and regulations.
- (c) Any condemnation or casualty loss to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000.00).
- (d) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of this Article, neither this Article nor any section of this Declaration requiring the approval of any mortgagee to any action shall be amended unless all mortgagees have given their prior written approval.

11.03. Condominium Liens. Any holder of a first mortgage who obtains title to a Unit under the remedies provided in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired the title.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act with respect to termination of the Condominium form of ownership, this Declaration may be amended with the written consent of not less than sixty-seven percent (67%) of the Unit Owners (who shall together hold not less than sixty-seven percent (67%) of the total voting interests held by all Unit Owners). No Unit Owner's written consent shall be effective unless it is approved by each mortgagee (if any) of such Unit. So long as the Declarant maintains control of the Association pursuant to Section 6.02, the consent in writing of the Declarant, its successors or 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 Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

The Association shall have all remedies available at law or in equity to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the Village of Oregon to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. The Association shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against Unit Owners to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata.

ARTICLE XIV

GENERAL

14.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the right to grant to Village of Oregon and County of Dane or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other

conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02. Notices. All notices and other documentation required to be given by this Declaration or by the Bylaws 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 Declaration shall be given to the agent for service of process specified in Section 14.07. 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.

14.03. 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 unenforceability of the remaining portion of said provision or of any other provision hereof.

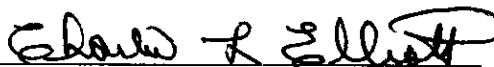
14.04. Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Unit.

14.06. Declarant Access. During any period of construction of buildings and other improvements on the Land by the Declarant, and during any period of replacement or repair of any Common Elements, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation, construction, replacement and repair of buildings, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.07. Agent for Service of Process. Charles L. Elliott shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon Charles L. Elliott at 8605 Fairway Place, Suite 101, Middleton, Wisconsin, 53562; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person a agent shall become effective upon the execution and filing of a statement of change of registered agent with the Office of the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 15 day of September, 2003.

CLE INVESTMENTS, LLC

By: 
Charles L. Elliott, Member

STATE OF WISCONSIN) ss.
COUNTY OF DANE)

Personally came before me this 15th day of September, 2003, the above-named Charles L. Elliott, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public, State of Wisconsin

My commission expires: 8/26/07

EXHIBIT A

UNITS	ADDRESS	SQFT	PERCENTAGE INTEREST
108	108 ALPINE MEADOW CIRCLE	1952	0.0171
111	111 ALPINE MEADOW COURT	1308	0.0115
112	112 ALPINE MEADOW COURT	1952	0.0171
116	116 ALPINE MEADOW CIRCLE	1581	0.0139
123	123 ALPINE MEADOW COURT	1457	0.0128
124	124 ALPINE MEADOW CIRCLE	1581	0.0139
126	126 ALPINE MEADOW COURT	1581	0.0139
132	132 ALPINE MEADOW CIRCLE	1952	0.0171
133	133 ALPINE MEADOW CIRCLE	1308	0.0115
135	135 ALPINE MEADOW COURT	1457	0.0128
136	136 ALPINE MEADOW COURT	1581	0.0139
140	140 ALPINE MEADOW CIRCLE	1457	0.0128
141	141 ALPINE MEADOW CIRCLE	1457	0.0128
147	147 ALPINE MEADOW COURT	1457	0.0128
148	148 ALPINE MEADOW CIRCLE	1457	0.0128
149	149 ALPINE MEADOW CIRCLE	1457	0.0128
150	150 ALPINE MEADOW COURT	1952	0.0171
156	156 ALPINE MEADOW CIRCLE	1457	0.0128
157	157 ALPINE MEADOW CIRCLE	1457	0.0128
159	159 ALPINE MEADOW COURT	1457	0.0128
164	164 ALPINE MEADOW CIRCLE	1457	0.0128
185	185 ALPINE MEADOW CIRCLE	1457	0.0128
172	172 ALPINE MEADOW CIRCLE	1457	0.0128
180	180 ALPINE MEADOW CIRCLE	1457	0.0128
188	188 ALPINE MEADOW CIRCLE	1457	0.0128
196	196 ALPINE MEADOW CIRCLE	1457	0.0128
208	208 ALPINE MEADOW CIRCLE	1308	0.0115
212	212 ALPINE MEADOW CIRCLE	1457	0.0128
216	216 ALPINE MEADOW CIRCLE	1457	0.0128
220	220 ALPINE MEADOW CIRCLE	1457	0.0128
223	223 ALPINE MEADOW CIRCLE	1952	0.0171
224	224 ALPINE MEADOW CIRCLE	1457	0.0128
228	228 ALPINE MEADOW CIRCLE	1308	0.0115
229	229 ALPINE MEADOW CIRCLE	1581	0.0139
236	236 ALPINE MEADOW CIRCLE	1952	0.0171
237	237 ALPINE MEADOW CIRCLE	1581	0.0139
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244	244 ALPINE MEADOW CIRCLE	1581	0.0139
245	245 ALPINE MEADOW CIRCLE	1952	0.0171
248	248 ALPINE MEADOW CIRCLE	1952	0.0171
258	258 ALPINE MEADOW CIRCLE	1308	0.0115
264	264 ALPINE MEADOW CIRCLE	1457	0.0128
270	270 ALPINE MEADOW CIRCLE	1457	0.0128
276	276 ALPINE MEADOW CIRCLE	1457	0.0128
282	282 ALPINE MEADOW CIRCLE	1457	0.0128
290	290 ALPINE MEADOW CIRCLE	1308	0.0115
305	305 ALPINE MEADOW CIRCLE	1308	0.0115
306	306 ALPINE MEADOW CIRCLE	1457	0.0128

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327	327 ALPINE MEADOW CIRCLE	1308	0.0115
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358	358 ALPINE MEADOW CIRCLE	1308	0.0115
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365	365 ALPINE MEADOW CIRCLE	1308	0.0115
370	370 ALPINE MEADOW CIRCLE	1457	0.0128
375	375 ALPINE MEADOW CIRCLE	1952	0.0171
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383	383 ALPINE MEADOW CIRCLE	1581	0.0139
388	388 ALPINE MEADOW CIRCLE	1457	0.0128
389	389 ALPINE MEADOW CIRCLE	1581	0.0139
396	396 ALPINE MEADOW CIRCLE	1308	0.0115
397	397 ALPINE MEADOW CIRCLE	1952	0.0171