

**CREEKSIDE CROSSING CONDOMINIUM  
DECLARATION OF CONDOMINIUM  
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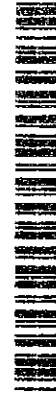
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Document Number

Creekside Crossing  
Declaration of Condominium  
Document Title

Condo Plat recorded as  
document # 1462026  
Map # 1396 12-12-2005



DOCUMENT

1462026

RECORDED

At Kenosha County, Kenosha, WI 53140  
Louise I. Principe, Register of Deeds  
on 12/12/2005 at 11:00AM  
50063874 \$135.00

JOES

RECEIVED

Recording Area

Name and Return Address

Kari Kittermaster  
Regency Hills Development  
5008 Green Bay Road  
Kenosha, WI 53155

139

92-4-122-154-0704

92-4-122-154-0703

92-4-122-154-0706

(Parcel Identification Number)

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This information must be completed by submitter: document title, name & return address and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the documentation or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

## DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made by REGENCY HILLS-CREEKSIDE CROSSING, LLC, a Wisconsin limited liability company (the "Declarant").

### ARTICLE I

#### DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

### ARTICLE II

#### NAME; DESCRIPTION OF PROPERTY

**2.01. Name.** The name of the condominium created by this Declaration (the "Condominium") is "Creekside Crossing Condominium".

**2.02. Legal Description.** The land comprising the Property (the "Land") is located in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

**2.03. Outlot 1.** Outlot 1, as legally described on Exhibit D, is owned and maintained by the developer and has been approved for future single family development.

**2.04. Address.** The address of the Condominium is the Village of Pleasant Prairie, Kenosha County, Wisconsin

### ARTICLE III

#### DESCRIPTION OF UNITS

**3.01. Identification of Units.** The Condominium shall initially consist of one hundred sixteen (116) units (individually a "Unit" and collectively the "Units") located in 23 buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner. Garages are appurtenants to associated Units and cannot be sold as separate entities.

**3.02. Boundaries of Units.** The boundaries of each Unit shall be as follows:

(a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the parametrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the parametrical boundaries.

(c) **Parametrical Boundary.** The parametrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

**3.03. Description of Units.** It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provides direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

## ARTICLE IV

### COMMON ELEMENTS; LIMITED COMMON ELEMENTS

**4.01. Common Elements.** The common elements (the "Common Elements") include the following:

- (a) The Land;
- (b) The paved driveways and pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit; and
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above.

**4.02. Limited Common Elements.** Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The vehicle parking spaces situated immediately adjacent to the garage door of each Condominium Unit.

**4.03. Conflict Between Unit Boundaries; Common Element Boundaries.**

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such

encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

## ARTICLE V

### PERCENTAGE INTERESTS; VOTING

**5.01. Percentage Interests.** The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the percentage interest shall be recalculated. Initially, each Unit's percentage interest shall be a 116<sup>th</sup> interest.

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

**5.03. Voting.** The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to one (1) vote.

**5.04. Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

**5.05. 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

### RIGHT TO EXPAND

**6.01. Reservation of Right.** Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Kenosha County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require



the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

**6.02. Number, Location, and Style of Units.** The maximum number of Units in the Condominium as expanded shall be 172 Units. Declarant reserves the right to determine the number and location of the Units if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

**6.03. Effect on Percentage Interest in Common Elements.** Upon any expansion as described in this Article VI, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

**6.04. Effective Date of Expansion.** The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Kenosha County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of affecting an expansion of the Condominium.

**6.05. Effect of Expansion.** Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

## ARTICLE VII

### CONDOMINIUM ASSOCIATION

**7.01. 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 "Creekside Crossing Condominium 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 of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. 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"). All Unit Owners, tenants of Units, and all other persons and entities that in any

manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

**7.02. Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

**7.03. 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 interest 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. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

**7.04. Maintenance and Repairs.**

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, (66<sup>th</sup> Ave., 64<sup>th</sup> Court and 92<sup>nd</sup> Place) parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, walking trail, driveways, and parking areas. **See Restrictive Covenants 7.04 (d) for additional maintenance responsibilities of the Association.**

(b) **Units.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires,

cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

- (c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

- (d) Restrictive Covenants:

1. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the storm water drainage, maintenance and access easement areas shown on the Condominium Plat in a functional, neat and nuisance free condition to handle storm water in the Development. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in-title in their capacity as Owner(s), and shall benefit and be enforceable by the Village. The Developer shall be

relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties to the Condominium Association who then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Condominium Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

- 2 The Developer hereby covenants that each area shown on the Condominium Plat as a "Wetland Preservation and Protection Area" shall be protected and maintained as a natural wetland area and that no filling, dredging or other activity or condition detrimental to its function as a wetland area shall occur or exist within such area or on any surrounding land shown on the Condominium Plat without written approval of the Village and the Wisconsin Department of Natural Resources. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as Owner(s), and shall benefit and be enforceable by the Village and by the Condominium Association with respect to the Wetland Preservation and Protection Easement Area located within this Condominium Plat. The Developer, its successors, assigns and successors-in-title shall be relieved of any protection or maintenance obligations they may have under this covenant as a result of the activities of the Condominium Association pursuant to easements dedicated on this Condominium Plat, only to the extent that the Condominium Association performs the required protection and maintenance functions to the satisfaction of the Village.
  
- 3 The Developer hereby covenants that each area shown on the Condominium Plat as a "100-Year Floodplain Preservation and Protection Area" shall be protected and maintained as an open floodplain and floodway storage area and that no filling, dredging or other activity or condition detrimental to its function as a floodplain area shall occur or exist within such area or on any surrounding land shown on the Condominium Plat without written approval of the Village and the Wisconsin Department of Natural Resources. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as Owner(s), and shall benefit and be enforceable by the Village and by the Condominium Association with respect to the Floodplain Preservation and Protection Easement Area located on the Condominium Plat. The Developer, its successors, assigns and successors-in-title shall be relieved of any protection or maintenance obligations they may have as owners under this covenant as a result of the activities of the Condominium Association pursuant to easements dedicated on the Condominium Plat, only to the extent that the Condominium Association performs the required protection and maintenance functions to the satisfaction of the Village.

- 4 The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees within the right-of-way, shown on the Condominium Plat, in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, watering; staking, trimming, and removing of fallen leaves and brush in order to prevent a nuisance condition. Trees which are damaged, dead or dying shall be replaced at the abutting property owners expense within 60 days of the trees removal, weather permitting. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Condominium Association, its successors, assigns and successors-in-title, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the street tree maintenance activities upon the transfer of said properties to the Condominium Association who then shall perform such tree maintenance and tree replacement activities without compensation to the satisfaction of the Village.

To the extent that the Village performs any such street tree maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Condominium Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

- 5 The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the private cul-de-sac islands within 66<sup>th</sup> Avenue, 64<sup>th</sup> Court and 92<sup>nd</sup> Place (West of Creekside Circle) as shown on the Condominium Plat in a clean, mowed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, watering; staking, trimming, and removing of fallen leaves and brush in order to prevent a nuisance condition. Trees or bushes which are damaged, dead or dying shall be replaced at the abutting property owners expense within 60 days of the trees removal, weather permitting. No trees or bushes shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the lot owners and the Condominium Association, its successors, assigns and successors-in-title of the lots, in their capacity as owners of any such lots , and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the street tree and grass area maintenance activities upon the transfer of said properties to the lot

owners and the Condominium Association who then shall perform such tree maintenance and tree replacement activities without compensation to the satisfaction of the Village.

To the extent that the Village performs any such maintenance of the private cul-de-sac islands within 66<sup>th</sup> Avenue, 64<sup>th</sup> Court and 92<sup>nd</sup> Place (West of Creekside Circle) the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Condominium Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

- 6 The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated Landscape, Access and Maintenance Easement (L) shown on the Condominium Plat in a trimmed, maintained and weed-free condition. The Developer hereby covenants that the Association shall have the obligation of maintaining the Dedicated Landscape, Access and Maintenance Easement (L) shown on Outlot 1 of the Final Plat in a trimmed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, watering; staking, trimming, and removing of fallen leaves and brush in order to prevent a nuisance condition. Trees or bushes which are damaged, dead or dying shall be replaced at the abutting property owners expense within 60 days of the trees removal, weather permitting. No trees or bushes shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the lot owners, the Association and the Condominium Association, its successors, assigns and successors-in-title, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the Dedicated Landscape, Access and Maintenance Easement maintenance activities upon the transfer of said properties to the lot owners, the Association and the Condominium Association, who then shall perform such tree maintenance and tree replacement activities without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscape easement maintenance activities, the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Condominium Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

**7.05. Common Expenses.** Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; street lighting located in the public and private right of ways (Street lighting will be placed in a special lighting district and metered for billing purposes); municipal utility services provided to the Common Elements; trash collection and recycling; and maintenance and management salaries and wages.

**7.06. 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, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. 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 attorney 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. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, whether or not the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

**7.07. Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, 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 attorney 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.

**7.08. Common Surpluses.** If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and

Section 11.06, 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.

**7.09. Certificate of Status.** The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

**7.10. Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

## **ARTICLE VIII**

### **ALTERATIONS AND USE RESTRICTIONS**

#### **8.01. Unit Alterations.**

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.



## 8.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(C) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant

to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

**8.03. Use and Restrictions on Use of Unit.** Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. 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 legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

Notwithstanding anything contained herein to the contrary, the Developer may use such unit for purposes of building a model home center open to the public for inspection and/or sale subject to the requirements set forth herein.

**8.04. Nuisances.** No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

**8.05. Lease of Units.** Each unit within the CONDOMINIUM DEVELOPMENT shall be occupied and used only as an "owner occupied" residence. The term "Owner occupied" shall mean that each Unit shall be occupied by one of the following: (a) a Unit Owner who is a natural person; (b) the equitable beneficiary of a Unit Owner that is a trust; (c) the shareholder, member or partner of a Unit Owner that is an entity provided that such occupancy is without charge and is not in the nature of a transient tenancy; or (d) a member of the immediate family or a Unit Owner who is a natural person and is residing with the Unit Owner. The term "immediate family" is limited to parents, grandparents, children grandchildren, siblings, or in-laws. Notwithstanding the foregoing, any Unit which is owned by

Declarant may be rented as an individual apartment for a period of no less than one year; provided however, that at no time shall more than twenty percent (20%) of the completed Units be rented as individual apartments. The term "completed Unit" shall be a Unit for which the Village of Pleasant Prairie has issued an occupancy permit. Prior to leasing a Unit, the Declarant shall deliver to the Association written notice of the name of any Person leasing such Unit and the commencement and termination dates of the lease. No Unit Owner, other than Declarant, shall lease any Unit as an individual apartment. Furthermore, no Unit shall be subject to any time share or similar arrangement under Wis. Stats, Chapter 707 as amended.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

**8.06. Signs.** No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. 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.

**8.07. Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, recycling materials, or waste.

**8.08. Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood piles shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

**8.09. Pets.** Pets are permitted in accordance with the current applicable Rules and Regulations.

**8.10. Landscaping.** Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside of their Unit without the prior written consent of the Association.

**8.11. Burning.** Outdoor burning of any refuse or lawn materials is expressly prohibited.

**8.12. Antennae.** To the extent this restriction is permitted by applicable law, no exterior antennas, including ham radio antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

## ARTICLE IX

### INSURANCE

**9.01. Fire and Extended Loss Insurance.** The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements 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 Common Expenses. 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 X.

**9.02. 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 or such higher limit as may be adopted from time to time by the Association. 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.

**9.03. Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, 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 named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

**9.04. Mutual Waiver of Subrogation.** Nothing in this Declaration 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 hereby release each other to the extent of any perils to be insured against by either of such 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 for whose acts, omissions, 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.

**9.05. Standards for All Insurance Policies.** All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

## ARTICLE X

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

**10.01. Determination to Reconstruct or Repair.** If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

**10.02. 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 Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If 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.

**10.03. Responsibility for Repair.** In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**10.04. Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

**10.05. 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 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.

**10.06. 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 the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repairs 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.

**10.07. Damage or Destruction of Unit.** Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

## ARTICLE XI

### CONDEMNATION

**11.01. 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 or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If 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.

**11.02. Determination to Reconstruct Common Elements.** Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

**11.03. 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 taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If 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 variances.

**11.04. 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 of the cost to rebuild.

**11.05. 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.

**11.06. Surplus in Construction Fund.** It shall be presumed that the first moneys 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.

**11.07. 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 shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

## ARTICLE XII

### MORTGAGEES

**12.01. Notice.** Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of 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 physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

**12.02. Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 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.

**12.03. Owners of Unmortgaged Units.** Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

**12.04. Condominium Liens.** Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit 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 title.

### **ARTICLE XIII**

#### **AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, 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 Kenosha 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 and for expansion of the Condominium as provided in Article VI.



## ARTICLE XIV

### REMEDIES

The Association shall have the sole right 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 this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of Pleasant Prairie or the County of Kenosha to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner 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. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

## ARTICLE XV

### GENERAL

**15.01. Utility Easements.** The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Village of Pleasant Prairie and County of Kenosha 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.

**15.02. Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

**15.03. Notices.** All notices and other documents 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 Declarant shall be given to the agent for service of process specified in Section 15.06. 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 or her 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 or her.

**15.04. 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.

**15.05. Declarant Access During Construction of Improvements.** During any period of construction of Buildings and other improvements on the Property by the Declarant, 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 and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

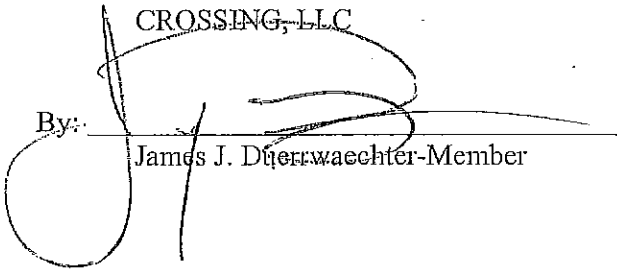
**15.06. Resident Agent.** The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is James J. Duerrwachter, 5008 Green Bay Road, Kenosha, Wisconsin 53144. The resident agent may be changed by the Association in any manner permitted by law.

**15.07. Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

- 15.08. Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.
- 15.09. Dedications and Easements:** Perpetual nonexclusive easements coextensive with the areas shown as a Dedicated Public Sanitary Sewer, Public Watermain, Public Storm Sewer, Private Roadway, Access and Maintenance Easement (F) shown on the Condominium Plat are hereby dedicated, given, granted and conveyed by the Developer to the Village for public sanitary sewer, access and maintenance purposes, public water main system, access and maintenance purposes; for public storm sewer, access and maintenance purposes, and for all related construction, installation; repair, alteration, replacement, landscaping, roadway repair, maintenance and ingress and egress. These easements shall be exclusive except for the roadway maintenance and snow plowing responsibilities of the private roadway easement areas which shall be required by the Condominium Association, as to not interfere with the improvements, uses and purposes of the Village's public improvements. There shall be no structures, fences, or retaining walls located within the referenced easement areas. In the event of conflicts between the rights of the Developer, the rights of the Village pursuant to these easements to access the public utilities and the rights of the Condominium Association with respect to the Dedicated Public Sanitary Sewer, Public Water, Public Storm Sewer, Private Roadway, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 7<sup>th</sup> day of December, 2005.

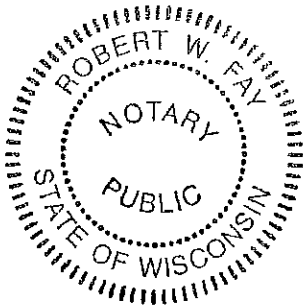
REGENCY HILLS-CREEKSIDE  
CROSSING, LLC

By:   
James J. Duerwaechter-Member

STATE OF WISCONSIN     )  
  )  
COUNTY OF KENOSHA    )

ss.

Personally came before me this 7<sup>th</sup> day of December, 2005, James J. Duerwaechter, who acknowledged the foregoing document for the purposes recited therein on behalf of Regency Hills-Creekside Crossing, LLC.



Robert W. Fay  
 Name: Robert W. Fay  
 Notary Public, State of Wisconsin  
 My Commission: 2/24/2006

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage executed by Regency Hills-Creoside Crossing, LLC to the undersigned recorded in the office of the Register of Deeds of Kenosha County, Wisconsin on March 8, 2005, as Document No. 1424589, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 8th day of December, 2005.

Associated Bank, NA  
 By: Brian Hillstrom  
 Name: Brian Hillstrom  
 Its: Senior Vice President

STATE OF WISCONSIN     )  
                                   )  
 COUNTY OF Waukesha    )     ss.

Personally came before me this 8th day of Dec, 2005, the Senior Vice President of Associated Bank who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Desiree F. Allen  
 Name: Desiree F. Allen  
 Notary Public, State of Wisconsin  
 My Commission: 7-16-06

This document drafted by:  
 James J. Duerrwachter  
 5008 Green Bay Road  
 Kenosha, WI 53144

## EXHIBIT A

### Creekside Crossing Condominium Legal Description

#### LEGAL DESCRIPTION "A"

All that part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence North 89° 59' 33" West and along the South line of the said Southwest 1/4 Section, 1028.97 feet to a point; Thence North 00° 00' 27" East, 50.00 feet to the place of beginning of lands hereinafter described;

Thence Northwesterly 39.27 feet along the arc of a curve to the right, whose radius is 25.00 feet, whose central angle is 90° 00' 00", and whose chord bears North 44° 59' 33" West, 35.36 feet to a point of tangency; Thence North 00° 00' 27" East, 85.63 feet to a point of curvature; Thence Northwesterly 131.03 feet along the arc of a curve to the left, whose radius is 1033.00 feet, whose central angle is 07° 16' 03", and whose chord bears North 03° 37' 34.5" West, 130.94 feet to a point of tangency; Thence North 07° 15' 36" West, 69.94 feet to a point of curvature; Thence Northeasterly 233.95 feet along the arc of a curve to the right, whose radius is 167.00 feet, whose central angle is 80° 15' 59", and whose chord bears North 32° 52' 23.5" East, 215.29 feet to a point of tangency; Thence North 73° 00' 23" East, 106.42 feet to a point of curvature; Thence Southeasterly 22.13 feet along the arc of a curve to the right, whose radius is 15.00 feet, whose central angle is 84° 31' 18", and whose chord bears South 64° 43' 58" East, 20.18 feet to a point of reverse curvature; Thence Southeasterly 754.64 feet along the arc of a curve to the left, whose radius is 590.00 feet, whose central angle is 73° 17' 05", and whose chord bears South 59° 06' 51.5" East, 704.24 feet to a point of compound curvature; Thence Northeasterly 227.19 feet along the arc of a curve to the left, whose radius is 1038.00 feet, whose central angle is 12° 32' 26", and whose chord bears North 77° 58' 23" East, 226.74 feet to a point of reverse curvature; Thence Southeasterly 21.47 feet along the arc of a curve to the right, whose radius is 15.00 feet, whose central angle is 82° 01' 16", and whose chord bears South 67° 17' 12" East, 19.69 feet to a point of tangency; Thence South 26° 16' 34" East, 124.73 feet to a point of curvature; Thence Southeasterly 55.08 feet along the arc of a curve to the right, whose radius is 160.00 feet, whose central angle is 19° 43' 31", and whose chord bears South 16° 24' 48.5" East, 54.81 feet to a point of compound curvature; Thence Southwesterly 42.13 feet along the arc of a curve to the right, whose radius is 25.00 feet, whose central angle is 96° 33' 27", and whose chord bears South 41° 43' 40.5" West, 37.32 feet to a point of tangency; Thence North 89° 59' 36" West and parallel to the South line of the said Southeast 1/4 Section, 55.95 feet to a point; Thence North 89° 59' 33" West and parallel to the said South line of the said Southwest 1/4 Section, 1028.97 feet to the point of beginning of this description.

Said Parcel contains 305,155 Square Feet (or 7.0054 Acres) of land, more or less.

#### LEGAL DESCRIPTION "B"

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence North 89° 59' 33" West and along the South line of the said Southwest 1/4 Section, 1327.285 feet to a point; Thence North 02° 32' 26" West and along the West line of the East 1/2 of the said Southwest 1/4 Section, 50.05 feet to the place of beginning of lands hereinafter described;

Continuing thence North 02° 32' 26" West and along the said West line, 955.31 feet to a point; Thence North 82° 16' 24" East, 113.08 feet to a point; Thence South 20° 40' 59" East, 163.69 feet to a point; Thence South 35° 55' 44" East, 192.00 feet to a point; Thence North 60° 13' 41" East, 153.60 feet to a point; Thence South 42° 01' 33" East, 48.92 feet to a point of curvature; Thence Southeasterly 90.81 feet along the arc of a curve to the right, whose radius is 245.00 feet, whose central angle is 21° 14' 14", and

whose chord bears South 31° 24' 26" East, 90.29 feet to a point of tangency; Thence South 20° 47' 19" East, 21.83 feet to a point of curvature; Thence Southwesterly 24.56 feet along the arc of a curve to the right, whose radius is 15.00 feet, whose central angle is 93° 47' 42", and whose chord bears South 26° 06' 32" West, 21.90 feet to a point of tangency; Thence South 73° 00' 23" West, 99.79 feet to a point of curvature; Thence Southwesterly 326.41 feet along the arc of a curve to the left, whose radius is 233.00 feet, whose central angle is 80° 15' 59", and whose chord bears South 32° 52' 23.5" West, 300.37 feet to a point of tangency; Thence South 07° 15' 36" East, 69.94 feet to a point of curvature; Thence Southeasterly 122.66 feet along the arc of a curve to the right, whose radius is 967.00 feet, whose central angle is 07° 16' 03", and whose chord bears South 03° 37' 34.5" East, 122.57 feet to a point of tangency; Thence South 00° 00' 27" West, 85.63 feet to a point on curvature; Thence Southwesterly 39.27 feet along the arc of a curve to the right, whose radius is 25.00 feet, whose central angle is 90° 00' 00", and whose chord bears South 45° 00' 27" West, 35.36 feet to a point of tangency; Thence North 89° 59' 33" West and parallel to the said South line of the said Southwest 1/4 Section, 184.54 feet to the point of beginning of this description.

Said Parcel contains 238,003 Square Feet (or 5.4638 Acres) of land, more or less.

### **LEGAL DESCRIPTION "C"**

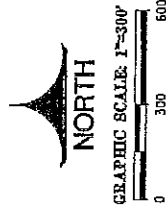
All that part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence North 89° 59' 33" West and along the South line of the said Southwest 1/4 Section, 1327.285 feet to a point; Thence North 02° 32' 26" West and along the West line of the East 1/2 of the said Southwest 1/4 Section, 1005.36 feet to a point; Thence North 82° 16' 24" East, 113.08 feet to a point; Thence South 20° 40' 59" East, 163.69 feet to a point; Thence South 35° 55' 44" East, 192.00 feet to a point; Thence North 60° 13' 41" East, 153.60 feet to a point; Thence North 47° 58' 27" East, 66.00 feet to a point; Thence South 42° 01' 33" East, 48.92 feet to a point of curvature; Thence Southeasterly 13.58 feet along the arc of a curve to the right, whose radius is 311.00 feet, whose central angle is 02° 30' 04", and whose chord bears South 40° 46' 31" East, 13.57 feet to the place of beginning of lands hereinafter described;

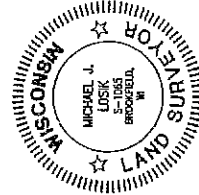
Thence North 53° 58' 23" East, 510.04 feet to a point; Thence North 75° 42' 05" East, 122.65 feet to a point; Thence South 36° 39' 32" East, 58.59 feet to a point; Thence South 58° 37' 41" East, 91.02 feet to a point; Thence North 71° 59' 52" East, 384.84 feet to a point; Thence Southeasterly 150.18 feet along the arc of a curve to the left, whose radius is 1033.00 feet, whose central angle is 08° 19' 47", and whose chord bears South 17° 47' 11.5" East, 150.05 feet to a point of reverse curvature; Thence Southeasterly 172.09 feet along the arc of a curve to the right, whose radius is 757.00 feet, whose central angle is 13° 01' 31", and whose chord bears South 15° 26' 19.5" East, 171.72 feet to a point; Thence South 58° 17' 08" West, 163.52 feet to a point; Thence South 75° 56' 14" West, 163.02 feet to a point; Thence South 28° 59' 36" East, 84.81 feet to a point; Thence South 31° 05' 23" East, 124.98 feet to a point; Thence South 39° 25' 19" East, 57.61 feet to a point; Thence South 21° 01' 23" East, 91.04 feet to a point; Thence South 33° 18' 16" East, 16.08 feet to a point; Thence Southwesterly 53.26 feet along the arc of a curve to the right, whose radius is 267.00 feet, whose central angle is 11° 25' 44", and whose chord bears South 59° 16' 29" West, 53.17 feet to a point of compound curvature; Thence Southwesterly 326.64 feet along the arc of a curve to the right, whose radius is 972.00 feet, whose central angle is 19° 15' 15", and whose chord bears South 74° 36' 58.5" West, 325.11 feet to a point of compound curvature; Thence Northwesterly 685.62 feet along the arc of a curve to the right, whose radius is 524.00 feet, whose central angle is 74° 58' 05", and whose chord bears North 58° 16' 21.5" West, 637.75 feet to a point of tangency; Thence North 20° 47' 19" West, 100.28 feet to a point of curvature; Thence Northwesterly 101.70 feet along the arc of a curve to the left, whose radius is 311.00 feet, whose central angle is 18° 44' 10", and whose chord bears North 30° 09' 24" West, 101.25 feet to the point of beginning of this description.

Said Parcel contains 636,698 Square Feet (or 14.6166 Acres) of land, more or less.

CONDOMINIUM PLAT  
OF  
**CREEKSIDE CROSSING  
CONDOMINIUM**  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)



**LOSIK ENGINEERING  
DESIGN GROUP**  
9815 N. Brookfield Road Ste. 201  
Brookfield, WI 53045  
Phone: (262) 796-1480  
Fax: (262) 796-1481  
E-mail: lsdg@losik.com



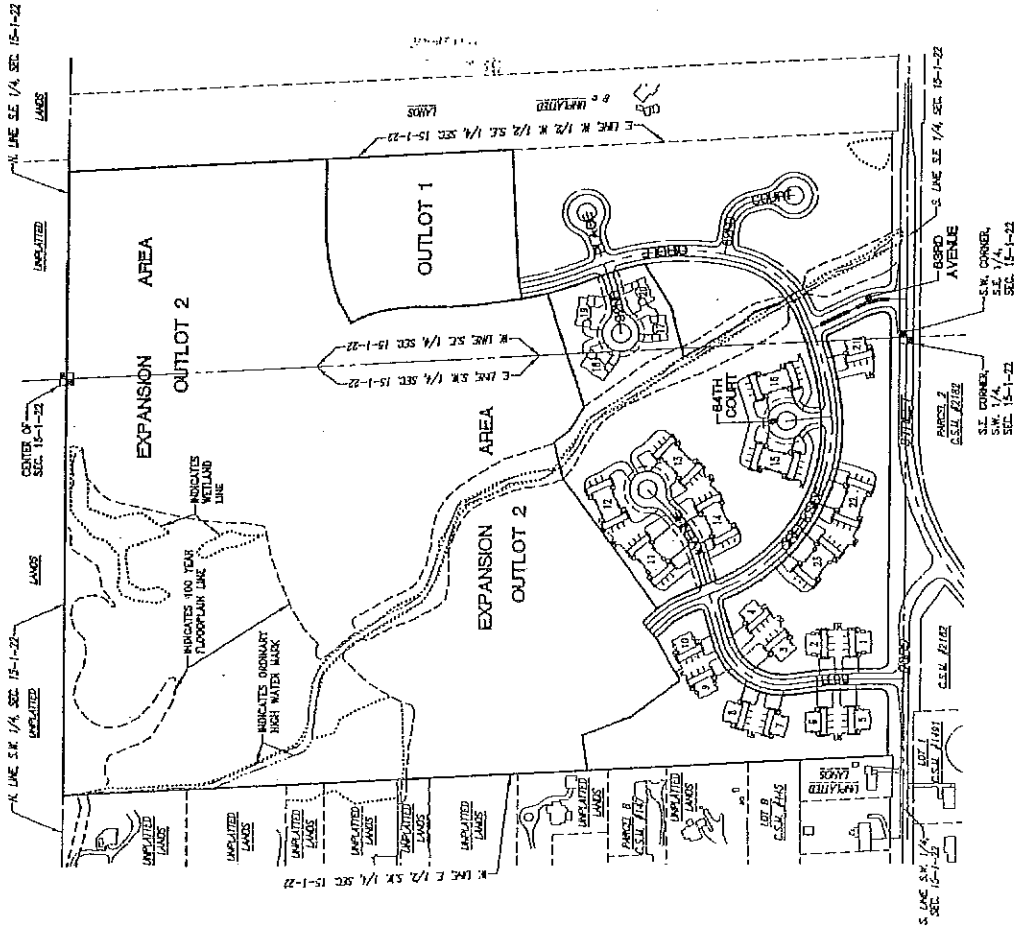
**UNIT NUMBER LEGEND:**

UNIT NUMBER	INDICATES LOWER UNIT
00 (L)	INDICATES UPPER UNIT
00 (U)	INDICATES COMMON ELEMENT

L.C.E. = LIMITED COMMON ELEMENT

**WETLAND NOTE:**  
Wetland Conservancy Areas shown herein as letter "x" were field delineated by Hay & Associates on June 17, 2002 and field verified by Dale Pfeifle of the U.S. Army Corps of Engineers on April 22, 2002. The Department of Natural Resources approved Wetland delineation on April 5, 2004.

**DECLARANT:**  
REGENCY HILLS -  
CREEKSIDE CROSSING, LLC



THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, BROOKFIELD WISCONSIN)

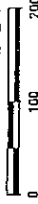
CONDOMINIUM PLAT

# CREEKSIDE CROSSING CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)

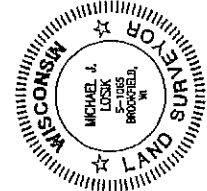


GRAPHIC SCALE: 1"=100'



### DEDICATION LEGEND PER THE FINAL PLAT OF CREEKSIDE CROSSING

- (A) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
- (B) DEDICATED PUBLIC WATER MAIN, PUMP AND MAINTENANCE EASEMENT
- (C) DEDICATED PEDESTRIAN ACCESS, WALKING TRAIL AND MAINTENANCE EASEMENT
- (D) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (E) DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, PRIVATE ROADWAY, ACCESS AND MAINTENANCE EASEMENT
- (F) DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
- (G) DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, ACCESS AND MAINTENANCE EASEMENT
- (H) DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, ACCESS AND MAINTENANCE EASEMENT
- (I) DEDICATED UTILITY EASEMENT BEAS
- (J) DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
- (K) DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
- (L) DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
- (M) V.T.E. DEDICATED VEHICULAR TRAVEL EXCEPT IN COMPLIANCE WITH VILLAGE ORDINANCE ILLUSTRATION #2 (SEC. 12.13-1)



**LOSIK ENGINEERING  
DESIGN GROUP**  
3815 N. Brookfield Road Ste. 201  
Brookfield, WI 53045  
Phone: (262) 799-1480  
Fax: (262) 799-1481  
E-mail: info@losikeng.com

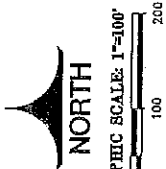


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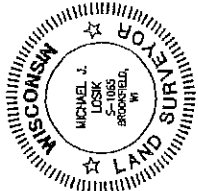
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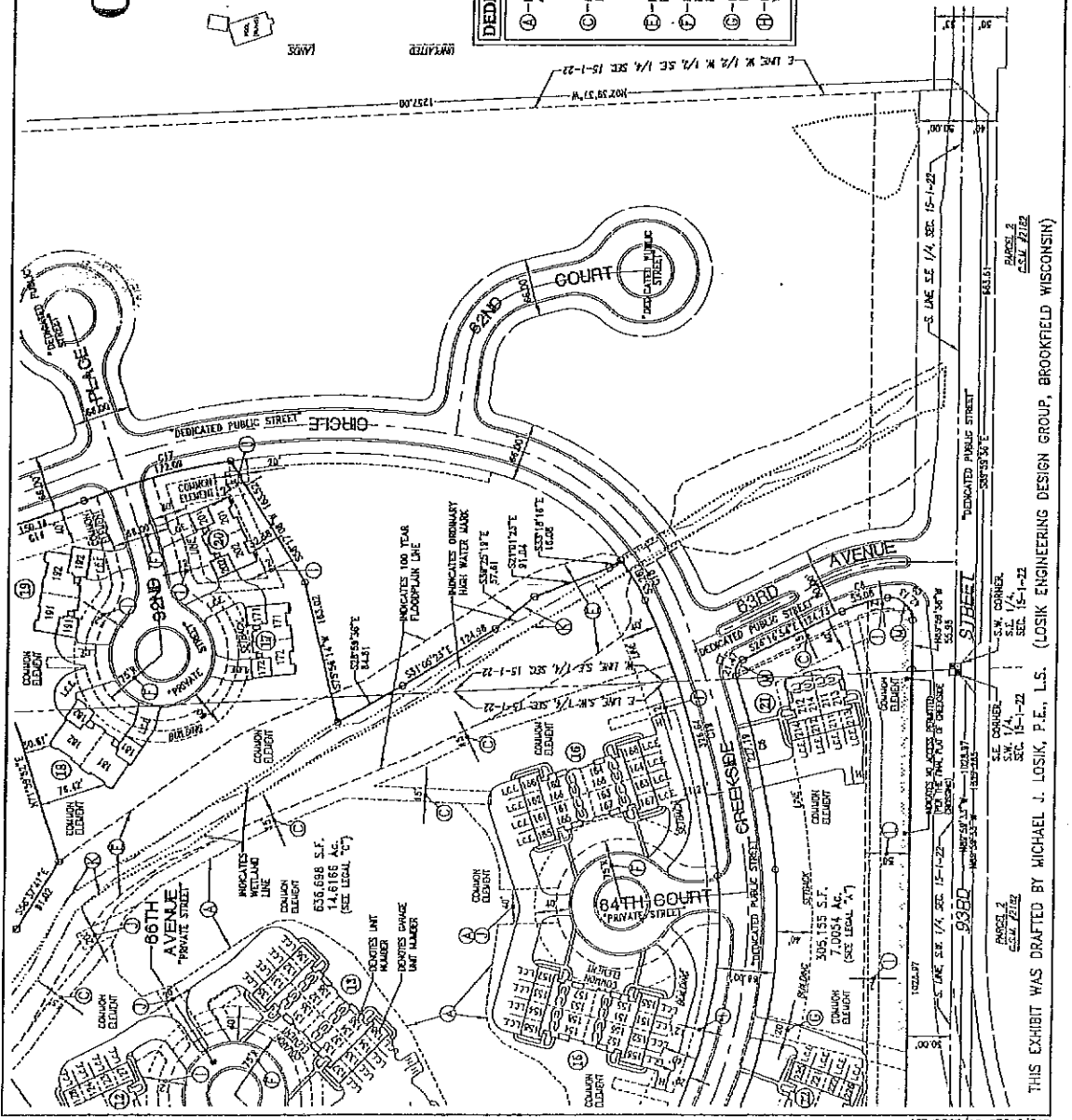
CONDOMINIUM PLAT  
OF  
**CREEKSIDE CROSSING**  
CONDOMINIUM  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)



- DEDICATION LEGEND PER THE FINAL PLAT OF CREEKSIDE CROSSING**
- (A) - DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
  - (B) - DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
  - (C) - DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
  - (D) - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
  - (E) - DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
  - (F) - DEDICATED PUBLIC SANITARY SEWER, PRIVATE WATERMAIN, PUBLIC STORM SEWER, PRIVATE ROADWAY, ACCESS AND MAINTENANCE EASEMENT
  - (G) - DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
  - (H) - DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, ACCESS AND MAINTENANCE EASEMENT
  - (I) - DEDICATED UTILITY EASEMENT AREAS
  - (J) - DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
  - (K) - DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
  - (L) - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
  - (M) - VILLES - DEDICATED VILLES TRAIL/EASEMENT IN COMPLIANCE WITH VILLES ORDINANCE ILLUSTRATION #2 (DEC. 12.13-1)



**LOSIK ENGINEERING  
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978/01020-01/550CP01

CONDOMINIUM PLAT  
OF  
**CREEKSIDE CROSSING  
CONDOMINIUM**

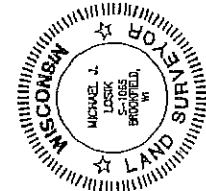
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)



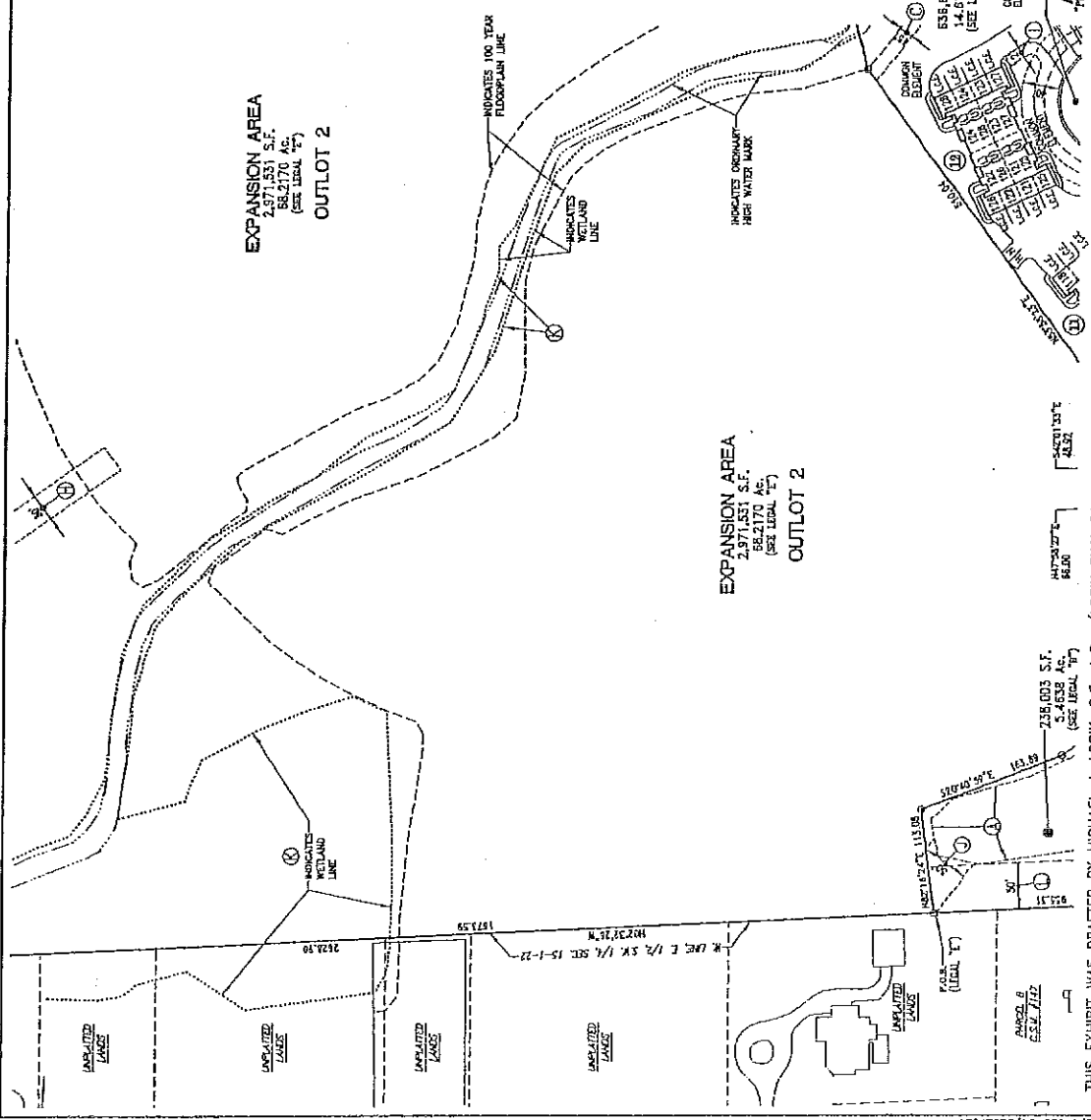
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0 100 200

**DEDICATION LEGEND PER THE FINAL PLAT OF CREEKSIDE CROSSING**

(A)	DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	(I)	DEDICATED UTILITY EASEMENT AREAS
(B)	DEDICATED PEDESTRIAN ACCESS, WALKING TRAIL AND MAINTENANCE EASEMENT	(J)	DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
(C)	DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT	(K)	DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
(D)	DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	(L)	DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
(E)	DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	(M)	DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
(F)	DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	(N)	DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
(G)	DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	(O)	DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
(H)	DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	(P)	DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT



**LOSIK ENGINEERING  
DESIGN GROUP**  
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THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, BROOKFIELD WISCONSIN)

678/01020-01/550C101

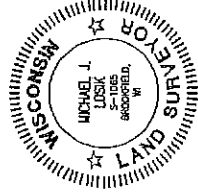
CONDOMINIUM PLAT  
OF  
**CREEKSIDE CROSSING  
CONDOMINIUM**  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)



GRAPHIC SCALE: 1"=100'  
0 100 200

**DEDICATION LEGEND, PER THE FINAL PLAT OF CREEKSIDE CROSSING:**

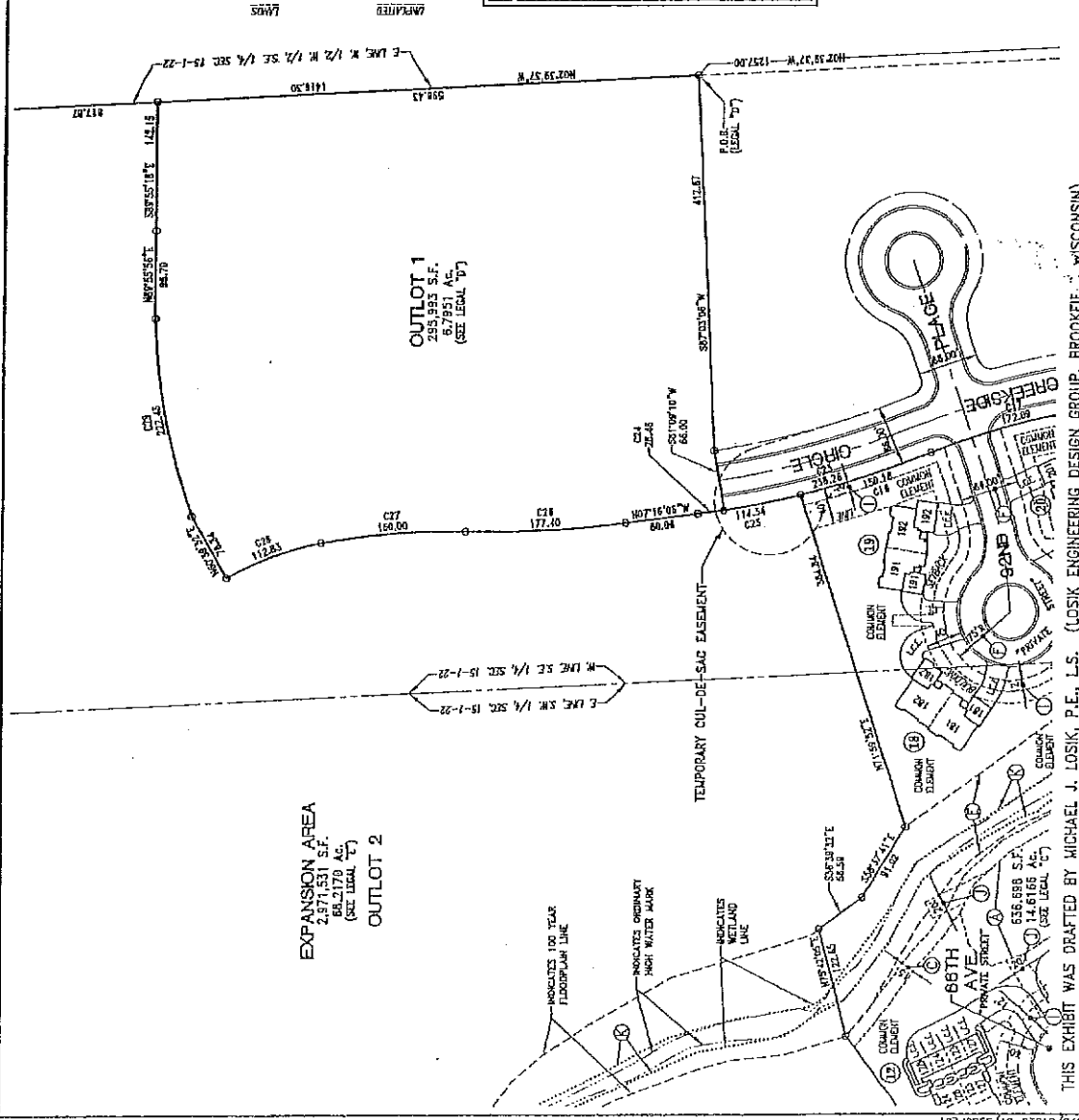
(A) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	(I) DEDICATED UTILITY EASEMENT AREAS
(B) DEDICATED PEDESTRIAN ACCESS, WALKING TRAIL AND MAINTENANCE EASEMENT	(J) DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
(C) DEDICATED 100-YEAR FLOORPLAN PRESERVATION AND PROTECTION AREA EASEMENT	(K) DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
(D) DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, PRIVATE ROADWAY, ACCESS AND MAINTENANCE EASEMENT	(L) DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
(E) DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	(M) V.T.L.E. DEDICATED WAGON TRAIL/LE EASEMENT IN CONJUNCTION WITH VILLAGE ORDINANCE ILLUSTRATION #2. (SEE 12.1(1)-(4))
(F) DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	
(G) DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT	
(H) DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, ACCESS AND MAINTENANCE EASEMENT	



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DESIGN GROUP

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579/01020-01/550CR101

CONDOMINIUM PLAT

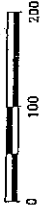
OF

# CREEKSIDE CROSSING CONDOMINIUM

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)

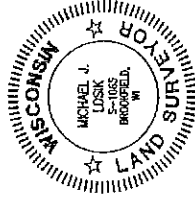


GRAPHIC SCALE: 1"=100'



**DEDICATION LEGEND PER THE FINAL PLAT OF CREEKSIDE CROSSING**

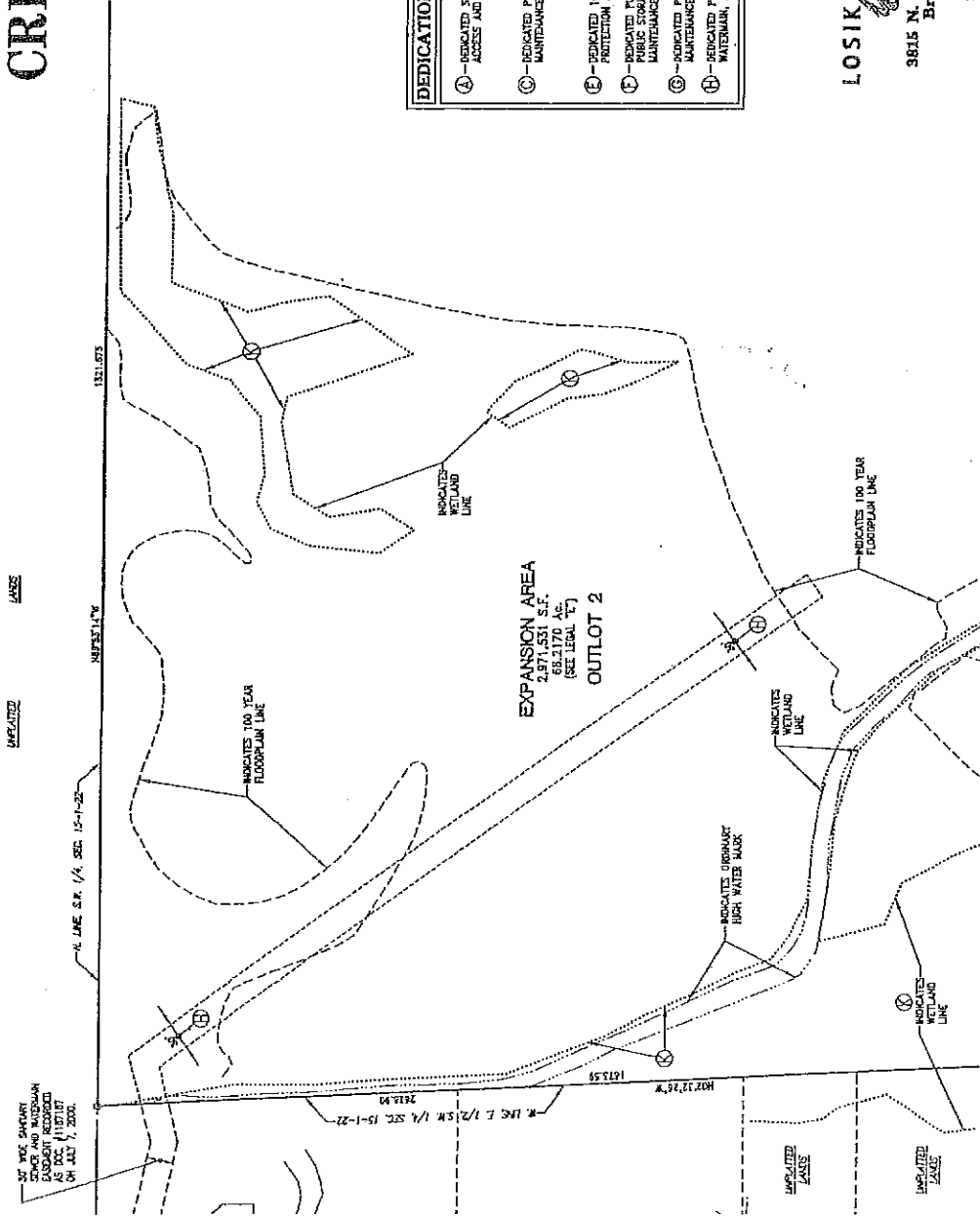
- (A) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT
- (B) DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
- (C) DEDICATED PEDESTRIAN ACCESS, WALKING TRAIL AND MAINTENANCE EASEMENT
- (D) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (E) DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, PUBLIC STORM SEWER, PRIVATE ROADWAY, ACCESS AND MAINTENANCE EASEMENT
- (F) DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
- (G) DEDICATED PUBLIC SANITARY SEWER, PUBLIC WATERMAIN, ACCESS AND MAINTENANCE EASEMENT
- (H) DEDICATED UTILITY EASEMENT AREAS
- (I) DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
- (J) DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
- (K) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (L) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (M) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (N) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (O) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (P) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (Q) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (R) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (S) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (T) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (U) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (V) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (W) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (X) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (Y) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT
- (Z) DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT



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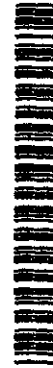


THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, BROOKFIELD WISCONSIN)

Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CREEKSIDE CROSSING CONDOMINIUM

1st Addendum to plat  
Recorded as document  
1511289 Plat # 1396



DOCUMENT

1511289

RECORDED

At Kenosha County, Kenosha, WI 53140  
Louise L. Principe, Register of Deeds  
on 2/26/2007 at 11:39AM  
70007083 \$57.00

ALET

REGNEED3

Recording Area

Name and Return Address

57-

Kari Kittermaster  
Regency Hills Development  
506 Green Bay Road  
Kenosha, WI 53144

See Attachment to Amendment for Parcel Numbers  
(Parcel Identification Number)

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR CREEKSIDE CROSSING CONDOMINIUM

This First Amendment (this "Amendment") is executed by REGENCY HILLS-CREEKSIDE CROSSING, LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

A. Declarant has executed a Declaration of Condominium for Creekside Crossing Condominium recorded with the Kenosha County Register of Deeds on December 12, 2005, as Document No. 1462025. (Said Declaration is referred to herein as the "Declaration" and Creekside Crossing Condominium is referred to herein as the "Condominium".)

B. The Declaration has created the buildings and units within the Condominium as listed on the attachment hereto.

C. Article XIII of the Declaration provides in part as follows: "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 . . . ."

D. Exhibit A and Exhibit B to the Declaration contain errors in the legal descriptions and the Declarant desires to correct those errors pursuant to the terms of this Amendment.

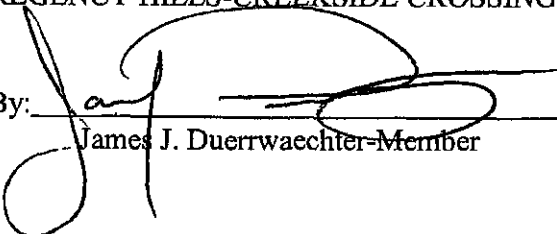
NOW, THEREFORE, Declarant does hereby declare as follows:

1. Corrected Legal Descriptions. The legal descriptions attached to the Declaration as Exhibit A are corrected in form attached hereto as Exhibit A.

2. First Addendum to Condominium Plat. Contemporaneously herewith, Declarant is recording the First Addendum to Condominium Plat of Creekside Crossing Condominium. A copy of the First Addendum to Condominium Plat is attached hereto as Exhibit B.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be signed this 29  
day of ~~December, 2006.~~  
January, 2007.

REGENCY HILLS-CREEKSIDE CROSSING, LLC

By:   
James J. Duerrwachter-Member

State of Wisconsin )  
 ) ss.  
County of Kenosha )

Personally came before me this 29 day of ~~December, 2006~~ January, 2007, James J. Duerrwachter, who acknowledged the foregoing document for the purposes set forth therein on behalf of Regency Hills-Creekside Crossing, LLC.



Name: Karl Kittermaster  
Notary Public, State of Wisconsin  
My commission expires 12-05-2010

**ASSOCIATED BANK, NATIONAL ASSOCIATION**

The undersigned, being the holder of a mortgage executed by Regency Hills-Creekside Crossing, LLC to the undersigned recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on March 8, 2005, as Document No. 1424589 does hereby consent to all of the terms and conditions of the foregoing Amendment and agrees that its interest in the property described therein and in any units owned by Declarant shall be subject in all respects to the terms thereof.

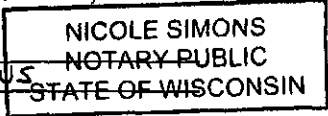
Dated this 12<sup>th</sup> day of ~~December, 2006~~ FEBRUARY 7.

ASSOCIATED BANK, NATIONAL ASSOCIATION  
By: Linda M. Groll  
Name: LINDA M. GROLL  
Office: VICE PRESIDENT

State of Wisconsin )  
 MILWAUKEE ) ss.  
County of Waukesha )

Personally came before me this 12<sup>th</sup> day of ~~December, 2006~~ FEBRUARY 7, the V.P. of Associated Bank, NA, who acknowledged the foregoing document for the purposes required therein on behalf of Associated Bank, NA

Nicole Simons  
Name: NICOLE SIMONS  
Notary Public, State of Wisconsin  
My commission expires 5/17/09



This document drafted by  
R. William Phenicie  
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.  
Burlington, Wisconsin  
00102895 WPD

ATTACHMENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR CREEKSIDE CROSSING CONDOMINIUM

CREEKSIDE CROSSING CONDOS  
PLAT #1396 DOC #1462026  
T 1 R 22 SEC 15  
2006

DELETE:

92-4-122-154-0702  
92-4-122-154-0703  
92-4-122-154-0704  
92-4-122-154-0706

BUILDING 1	UNIT 11/GAR 11	92-4-122-153-1011
	UNIT 12/GAR 12	92-4-122-153-1012
	UNIT 13/GAR 13	92-4-122-153-1013
	UNIT 14/GAR 14	92-4-122-153-1014
BUILDING 2	UNIT 21/GAR 21	92-4-122-153-1021
	UNIT 22/GAR 22	92-4-122-153-1022
	UNIT 23/GAR 23	92-4-122-153-1023
	UNIT 24/GAR 24	92-4-122-153-1024
BUILDING 3	UNIT 31/GAR 31	92-4-122-153-1031
	UNIT 32/GAR 32	92-4-122-153-1032
	UNIT 33/GAR 33	92-4-122-153-1033
	UNIT 34/GAR 34	92-4-122-153-1034
BUILDING 4	UNIT 41/GAR 41	92-4-122-153-1041
	UNIT 42/GAR 42	92-4-122-153-1042
	UNIT 43/GAR 43	92-4-122-153-1043
	UNIT 44/GAR 44	92-4-122-153-1044
BUILDING 5	UNIT 51/GAR 51	92-4-122-153-1051
	UNIT 52/GAR 52	92-4-122-153-1052
	UNIT 53/GAR 53	92-4-122-153-1053
	UNIT 54/GAR 54	92-4-122-153-1054
BUILDING 6	UNIT 61/GAR 61	92-4-122-153-1061
	UNIT 62/GAR 62	92-4-122-153-1062
	UNIT 63/GAR 63	92-4-122-153-1063
	UNIT 64/GAR 64	92-4-122-153-1064
BUILDING 7	UNIT 71/GAR 71	92-4-122-153-1071
	UNIT 72/GAR 72	92-4-122-153-1072
	UNIT 73/GAR 73	92-4-122-153-1073
	UNIT 74/GAR 74	92-4-122-153-1074



BUILDING 8	UNIT 81/GAR 81	92-4-122-153-1081
	UNIT 82/GAR 82	92-4-122-153-1082
	UNIT 83/GAR 83	92-4-122-153-1083
	UNIT 84/GAR 84	92-4-122-153-1084
BUILDING 9	UNIT 91/GAR 91	92-4-122-153-1091
	UNIT 92/GAR 92	92-4-122-153-1092
	UNIT 93/GAR 93	92-4-122-153-1093
	UNIT 94/GAR 94	92-4-122-153-1094
BUILDING 10	UNIT 101/GAR 101	92-4-122-153-1101
	UNIT 102/GAR 102	92-4-122-153-1102
	UNIT 103/GAR 103	92-4-122-153-1103
	UNIT 104/GAR 104	92-4-122-153-1104
BUILDING 11	UNIT 111/GAR 111	92-4-122-153-1111
	UNIT 112/GAR 112	92-4-122-153-1112
	UNIT 113/GAR 113	92-4-122-153-1113
	UNIT 114/GAR 114	92-4-122-153-1114
	UNIT 115/GAR 115	92-4-122-153-1115
	UNIT 116/GAR 116	92-4-122-153-1116
	UNIT 117/GAR 117	92-4-122-153-1117
	UNIT 118/GAR 118	92-4-122-153-1118
BUILDING 12	UNIT 121/GAR 121	92-4-122-153-1121
	UNIT 122/GAR 122	92-4-122-153-1122
	UNIT 123/GAR 123	92-4-122-153-1123
	UNIT 124/GAR 124	92-4-122-153-1124
	UNIT 125/GAR 125	92-4-122-153-1125
	UNIT 126/GAR 126	92-4-122-153-1126
	UNIT 127/GAR 127	92-4-122-153-1127
	UNIT 128/GAR 128	92-4-122-153-1128
BUILDING 13	UNIT 131/GAR 131	92-4-122-153-1131
	UNIT 132/GAR 132	92-4-122-153-1132
	UNIT 133/GAR 133	92-4-122-153-1133
	UNIT 134/GAR 134	92-4-122-153-1134
	UNIT 135/GAR 135	92-4-122-153-1135
	UNIT 136/GAR 136	92-4-122-153-1136
	UNIT 137/GAR 137	92-4-122-153-1137
	UNIT 138/GAR 138	92-4-122-153-1138

BUILDING 14	UNIT 141/GAR 141	92-4-122-153-1141
	UNIT 142/GAR 142	92-4-122-153-1142
	UNIT 143/GAR 143	92-4-122-153-1143
	UNIT 144/GAR 144	92-4-122-153-1144
	UNIT 145/GAR 145	92-4-122-153-1145
	UNIT 146/GAR 146	92-4-122-153-1146
	UNIT 147/GAR 147	92-4-122-153-1147
	UNIT 148/GAR 148	92-4-122-153-1148
BUILDING 15	UNIT 151/GAR 151	92-4-122-153-1151
	UNIT 152/GAR 152	92-4-122-153-1152
	UNIT 153/GAR 153	92-4-122-153-1153
	UNIT 154/GAR 154	92-4-122-153-1154
	UNIT 155/GAR 155	92-4-122-153-1155
	UNIT 156/GAR 156	92-4-122-153-1156
	UNIT 157/GAR 157	92-4-122-153-1157
	UNIT 158/GAR 158	92-4-122-153-1158
BUILDING 16	UNIT 161/GAR 161	92-4-122-153-1161
	UNIT 162/GAR 162	92-4-122-153-1162
	UNIT 163/GAR 163	92-4-122-153-1163
	UNIT 164/GAR 164	92-4-122-153-1164
	UNIT 165/GAR 165	92-4-122-153-1165
	UNIT 166/GAR 166	92-4-122-153-1166
	UNIT 167/GAR 167	92-4-122-153-1167
	UNIT 168/GAR 168	92-4-122-153-1168
BUILDING 17	UNIT 171/GAR 171	92-4-122-153-1171
	UNIT 172/GAR 172	92-4-122-153-1172
BUILDING 18	UNIT 181/GAR 181	92-4-122-153-1181
	UNIT 182/GAR 182	92-4-122-153-1182
BUILDING 19	UNIT 191/GAR 191	92-4-122-153-1191
	UNIT 192/GAR 192	92-4-122-153-1192
BUILDING 20	UNIT 201/GAR 201	92-4-122-153-1201
	UNIT 202/GAR 202	92-4-122-153-1202
BUILDING 21	UNIT 211/GAR 211	92-4-122-153-1211
	UNIT 212/GAR 212	92-4-122-153-1212
	UNIT 213/GAR 213	92-4-122-153-1213
	UNIT 214/GAR 214	92-4-122-153-1214

BUILDING 22  
UNIT 221/GAR 221 92-4-122-153-1221  
UNIT 222/GAR 222 92-4-122-153-1222  
UNIT 223/GAR 223 92-4-122-153-1223  
UNIT 224/GAR 224 92-4-122-153-1224  
UNIT 225/GAR 225 92-4-122-153-1225  
UNIT 226/GAR 226 92-4-122-153-1226  
UNIT 227/GAR 227 92-4-122-153-1227  
UNIT 228/GAR 228 92-4-122-153-1228

BUILDING 23  
UNIT 231/GAR 231 92-4-122-153-1231  
UNIT 232/GAR 232 92-4-122-153-1232  
UNIT 233/GAR 233 92-4-122-153-1233  
UNIT 234/GAR 234 92-4-122-153-1234  
UNIT 235/GAR 235 92-4-122-153-1235  
UNIT 236/GAR 236 92-4-122-153-1236  
UNIT 237/GAR 237 92-4-122-153-1237  
UNIT 238/GAR 238 92-4-122-153-1238

OUTLOT 1 92-4-122-154-0710

OUTLOT 2 (EXPANSION AREA) 92-4-122-153-0720

EXHIBIT A

**LEGAL DESCRIPTION "A":**

All that part of Outlot 6, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence North 89° 59' 33" West and along the South line of the said Southwest 1/4 Section, 1028.97 feet to a point; Thence North 00° 00' 27" East, 50.00 feet to the place of beginning of lands hereinafter described;

Thence Northwesterly 39.27 feet along the arc of a curve to the right, whose radius is 25.00 feet, whose central angle is 90° 00' 00", and whose chord bears North 44° 59' 33" West, 35.36 feet to a point of tangency; Thence North 00° 00' 27" East, 85.63 feet to a point of curvature; Thence Northwesterly 131.03 feet along the arc of a curve to the left, whose radius is 1033.00 feet, whose central angle is 07° 16' 03", and whose chord bears North 03° 37' 34.5" West, 130.94 feet to a point of tangency; Thence North 07° 15' 36" West, 69.94 feet to a point of curvature; Thence Northeasterly 233.95 feet along the arc of a curve to the right, whose radius is 167.00 feet, whose central angle is 80° 15' 59", and whose chord bears North 32° 52' 23.5" East, 215.29 feet to a point of tangency; Thence North 73° 00' 23" East, 106.42 feet to a point of curvature; Thence Southeasterly 22.13 feet along the arc of a curve to the right, whose radius is 15.00 feet, whose central angle is 84° 31' 18", and whose chord bears South 64° 43' 58" East, 20.18 feet to a point of reverse curvature; Thence Southeasterly 754.64 feet along the arc of a curve to the left, whose radius is 590.00 feet, whose central angle is 73° 17' 05", and whose chord bears South 59° 06' 51.5" East, 704.24 feet to a point of compound curvature; Thence Northeasterly 227.19 feet along the arc of a curve to the left, whose radius is 1038.00 feet, whose central angle is 12° 32' 26", and whose chord bears North 77° 58' 23" East, 226.74 feet to a point of reverse curvature; Thence Southeasterly 21.47 feet along the arc of a curve to the right, whose radius is 15.00 feet, whose central angle is 82° 01' 16", and whose chord bears South 67° 17' 12" East, 19.69 feet to a point of tangency; Thence South 26° 16' 34" East, 124.73 feet to a point of curvature; Thence Southeasterly 55.08 feet along the arc of a curve to the right, whose radius is 160.00 feet, whose central angle is 19° 43' 31", and whose chord bears South 16° 24' 48.5" East, 54.81 feet to a point of compound curvature; Thence Southwesterly 42.13 feet along the arc of a curve to the right, whose radius is 25.00 feet, whose central angle is 96° 33' 27", and whose chord bears South 41° 43' 40.5" West, 37.32 feet to a point of tangency, Thence North 89° 59' 36" West and parallel to the South line of the said Southeast 1/4 Section, 55.95 feet to a point; Thence North 89° 59' 33" West and parallel to the said South line of the said Southwest 1/4 Section, 1028.97 feet to the point of beginning of this description.

Said Parcel contains 305,155 Square Feet (or 7.0054 Acres) of land, more or less.

**LEGAL DESCRIPTION "B":**

All that part of Outlot 3, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence North 89° 59' 33" West and along the South line of the said Southwest 1/4 Section, 1327.285 feet to a point; Thence North 02° 32' 26" West and along the West line of the East 1/2 of the said Southwest 1/4 Section, 50.05 feet to the place of beginning of lands hereinafter described;

Continuing thence North 02° 32' 26" West and along the said West line, 955.31 feet to a point; Thence North 82° 16' 24" East, 113.08 feet to a point; Thence South 20° 40' 59" East, 163.69 feet to a point; Thence South 35° 55' 44" East, 192.00 feet to a point; Thence North 60° 13' 41" East, 153.60 feet to a point; Thence South 42° 01' 33" East, 48.92 feet to a point of curvature; Thence Southeasterly 90.81 feet along the arc of a curve to the right, whose radius is 245.00 feet, whose central angle is 21° 14' 14", and whose chord bears South 31° 24' 26" East, 90.29 feet to a point of tangency; Thence South 20° 47' 19" East, 21.83 feet to a point of curvature; Thence Southwesterly 24.56 feet along the arc of a curve to the right, whose radius is 15.00 feet, whose central angle is 93° 47' 42", and whose chord bears South 26° 06' 32" West, 21.90 feet to a point of tangency; Thence South 73° 00' 23" West, 99.79 feet to a point of curvature; Thence Southwesterly 326.41 feet along the arc of a curve to the left, whose radius is 233.00 feet, whose central angle is 80° 15' 59", and whose chord bears South 32° 52' 23.5" West, 300.37 feet to a point of tangency; Thence South 07° 15' 36" East, 69.94 feet to a point of curvature; Thence Southeasterly 122.66 feet along the arc of a curve to the right, whose radius is 967.00 feet, whose central angle is 07° 16' 03", and whose chord bears South 03° 37' 34.5" East, 122.57 feet to a point of tangency; Thence South 00° 00' 27" West, 85.63 feet to a point on curvature; Thence Southwesterly 39.27 feet along the arc of a curve to the right, whose radius is 25.00 feet, whose central angle is 90° 00' 00", and whose chord bears South 45° 00' 27" West, 35.36 feet to a point of tangency; Thence North 89° 59' 33" West and parallel to the said South line of the said Southwest 1/4 Section, 184.54 feet to the point of beginning of this description.

Said Parcel contains 238,003 Square Feet (or 5.4638 Acres) of land, more or less.

**LEGAL DESCRIPTION "C":**

Being a part of Outlot 4, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence North 89° 59' 33" West and along the South line of the said Southwest 1/4 Section, 1327.285 feet to a point; Thence North 02° 32' 26" West and along the West line of the East 1/2 of the said Southwest 1/4 Section, 1005.36 feet to a point; Thence North 82° 16' 24" East, 113.08 feet to a point; Thence South 20° 40' 59" East, 163.69 feet to a point; Thence South 35° 55' 44" East, 192.00 feet to a point; Thence North 60° 13' 41" East, 153.60 feet to a point; Thence North 47° 58' 27" East, 66.00 feet to a point; Thence South 42° 01' 33" East, 48.92 feet to a point of curvature; Thence Southeasterly 13.58 feet along the arc of a curve to the right, whose radius is 311.00 feet, whose central angle is 02° 30' 04", and whose chord bears South 40° 46' 31" East, 13.57 feet to the place of beginning of lands hereinafter described;

Thence North 53° 58' 23" East, 510.04 feet to a point; Thence North 75° 42' 05" East, 122.65 feet to a point; Thence South 36° 39' 32" East, 58.59 feet to a point; Thence South 58° 37' 41" East, 91.02 feet to a point; Thence North 71° 59' 52" East, 384.84 feet to a point; Thence Southeasterly 150.18 feet along the arc of a curve to the left, whose radius is 1033.00 feet, whose central angle is 08° 19' 47", and whose chord bears South 17° 47' 11.5" East, 150.05 feet to a point of reverse curvature; Thence Southeasterly 172.09 feet along the arc of a curve to the right, whose radius is 757.00 feet, whose central angle is 13° 01' 31", and whose chord bears South 15° 26' 19.5" East, 171.72 feet to a point; Thence South 58° 17' 08" West, 163.52 feet to a point; Thence South 75° 56' 14" West, 163.02 feet to a point; Thence South 28° 59' 36" East, 84.81 feet to a point; Thence South 31° 05' 23" East, 124.98 feet to a point; Thence South 39° 25' 19" East, 57.61 feet to a point; Thence South 21° 01' 23" East, 91.04 feet to a point; Thence South 33° 18' 16" East, 16.08 feet to a point; Thence Southwesterly 53.26 feet along the arc of a curve to the right, whose radius is 267.00 feet, whose central angle is 11° 25' 44", and whose chord bears South 59° 16' 29" West, 53.17 feet to a point of compound curvature; Thence Southwesterly 326.64 feet along the arc of a curve to the right, whose radius is 972.00 feet, whose central angle is 19° 15' 15", and whose chord bears South 74° 36' 58.5" West, 325.11 feet to a point of compound curvature; Thence Northwesterly 685.62 feet along the arc of a curve to the right, whose radius is 524.00 feet, whose central angle is 74° 58' 05", and whose chord bears North 58° 16' 21.5" West, 637.75 feet to a point of tangency; Thence North 20° 47' 19" West, 100.28 feet to a point of curvature; Thence Northwesterly 101.70 feet along the arc of a curve to the left, whose radius is 311.00 feet, whose central angle is 18° 44' 10", and whose chord bears North 30° 09' 24" West, 101.25 feet to the point of beginning of this description.

Said Parcel contains 636,698 Square Feet (or 14.6166 Acres) of land, more or less.

## **OUTLOT 1, LEGAL DESCRIPTION "D":**

Being a part of Outlot 2 and the Northerly portion of dedicated "Creekside Circle" of "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest corner of the said Southeast 1/4 Section; Thence South 89° 59' 36" East and along the South line of the said Southeast 1/4 Section, 663.61 feet to a point; Thence North 02° 39' 37" West and along the East line of the West 1/2 of the West 1/2 of the said Southeast 1/4 Section, 1257.00 feet to the place of beginning of lands hereinafter described;

Thence South 87° 03' 06" West, 412.67 feet to a point; Thence South 81° 09' 10" West, 66.00 feet to a point; Thence Northwesterly 28.46 feet along the arc of a curve to the right, whose radius is 1033.00 feet, whose central angle is 01° 34' 44", and whose chord bears North 08° 03' 28" West, 28.46 feet to a point of tangency; Thence North 07° 16' 06" West, 80.06 feet to a point of curvature; Thence Northwesterly 177.40 feet along the arc of a curve to the right, whose radius is 1178.00 feet, whose central angle is 08° 37' 42", and whose chord bears North 02° 57' 15" West, 177.23 feet to a point of reverse curvature; Thence Northwesterly 160.00 feet along the arc of a curve to the left, whose radius is 777.00 feet, whose central angle is 11° 47' 54", and whose chord bears North 04° 32' 21" West, 159.72 feet to a point of compound curvature; Thence Northwesterly 112.83 feet along the arc of a curve to the left, whose radius is 342.00 feet, whose central angle is 18° 54' 10", and whose chord bears North 19° 53' 23" West, 112.32 feet to a point; Thence North 60° 39' 32" East, 78.34 feet to a point; Thence Northeasterly 222.43 feet along the arc of a curve to the right, whose radius is 683.00 feet, whose central angle is 18° 39' 33", and whose chord bears North 79° 13' 00.5" East, 221.45 feet to a point; Thence North 89° 55' 56" East, 95.70 feet to a point; Thence South 89° 55' 18" East, 142.15 feet to a point on the said East line of the said West 1/2 of the said West 1/2 of the said Southeast 1/4 Section; Thence South 02° 39' 37" East and along the said East line of the said West 1/2 of the said West 1/2 of the said Southeast 1/4 Section, 598.43 feet to the point of beginning of this description.

Said Parcel contains 295,993 Square Feet (or 6.7951 Acres) of land, more or less.

**EXPANSION AREA, LEGAL DESCRIPTION "E":**

Being a part of Outlots 2 and 4, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence North 89° 59' 33" West and along the South line of the said Southwest 1/4 Section, 1327.285 feet to a point; Thence North 02° 32' 26" West and along the West line of the East 1/2 of the said Southwest 1/4 Section, 1005.36 feet to the place of beginning of lands hereinafter described;

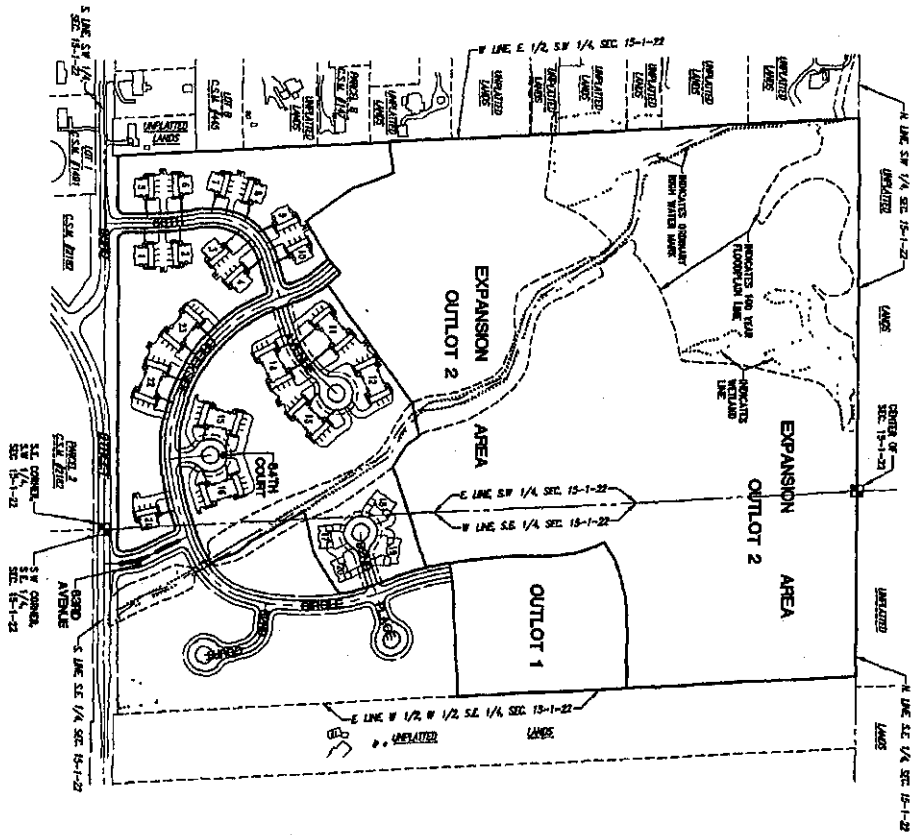
Thence North 82° 16' 24" East, 113.08 feet to a point; Thence South 20° 40' 59" East, 163.69 feet to a point; Thence South 35° 55' 44" East, 192.00 feet to a point; Thence North 60° 13' 41" East, 153.60 feet to a point; Thence North 47° 58' 27" East, 66.00 feet to a point; Thence South 42° 01' 33" East, 48.92 feet to a point of curvature; Thence Southeasterly 13.58 feet along the arc of a curve to the right, whose radius is 311.00 feet, whose central angle is 02° 30' 04", and whose chord bears South 40° 46' 31" East, 13.57 feet to a point; Thence North 53° 58' 23" East, 510.04 feet to a point; Thence North 75° 42' 05" East, 122.65 feet to a point; Thence South 36° 39' 32" East, 58.59 feet to a point; Thence South 58° 37' 41" East, 91.02 feet to a point; Thence North 71° 59' 52" East, 384.84 feet to a point; Thence Northwesterly 114.54 feet along the arc of a curve to the right, whose radius is 1033.00 feet, whose central angle is 06° 21' 12", and whose chord bears North 10° 26' 42" West, 114.49 feet to a point of tangency; Thence North 07° 16' 06" West, 80.06 feet to a point of curvature; Thence Northwesterly 177.40 feet along the arc of a curve to the right, whose radius is 1178.00 feet, whose central angle is 08° 37' 42", and whose chord bears North 02° 57' 15" West, 177.23 feet to a point of reverse curvature; Thence Northwesterly 160.00 feet along the arc of a curve to the left, whose radius is 777.00 feet, whose central angle is 11° 47' 54", and whose chord bears North 04° 32' 21" West, 159.72 feet to a point of compound curvature; Thence Northwesterly 112.83 feet along the arc of a curve to the left, whose radius is 342.00 feet, whose central angle is 18° 54' 10", and whose chord bears North 19° 53' 23" West, 112.32 feet to a point; Thence North 60° 39' 32" East, 78.34 feet to a point; Thence Northeasterly 222.43 feet along the arc of a curve to the right, whose radius is 683.00 feet, whose central angle is 18° 39' 33", and whose chord bears North 79° 13' 00.5" East, 221.45 feet to a point; Thence North 89° 55' 56" East, 95.70 feet to a point; Thence South 89° 55' 18" East, 142.15 feet to a point on the East line of the West 1/2 of the West 1/2 of the said Southeast 1/4 Section; Thence North 02° 39' 37" West and along the said East line of the said West 1/2 of the said West 1/2 of the said Southeast 1/4 Section, 817.87 feet to a point on the North line of the said Southeast 1/4 Section; Thence North 89° 41' 39" West and along the said North line of the said Southeast 1/4 Section, 663.905 feet to a point, said point being the Center of said Section 15; Thence North 89° 53' 14" West and along the North line of the said Southwest 1/4 Section, 1321.675 feet to a point; Thence South 02° 32' 26" East and along the said West line of the said East 1/2 of the said Southwest 1/4 Section, 1673.59 feet to the point of beginning of this description.

Said Parcel contains 2,971,531 Square Feet (or 68.2170 Acres) of land, more or less.

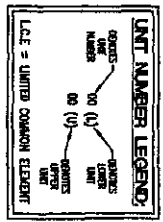


1:1 SURVEYOR'S PLAT OF SURVEY CROSSING PLAT 1300P.03.DWG BY GRAY ON 11/15/2004 @ 10:06:52 AM

THIS EXHIBIT WAS DRAFTED BY MICHAEL J LOSIK, P.E., LS (LOSIK ENGINEERING DESIGN GROUP, BROOKFIELD WISCONSIN)

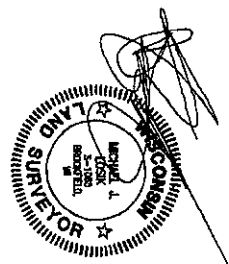


1ST ADDENDUM TO CONDOMINIUM PLAT  
 OF  
**CREEKSIDE CROSSING**  
 CONDOMINIUM  
 VILLAGE OF PLEASANT PRAIRIE  
 KENOSHA COUNTY, WISCONSIN  
 (Residential Condominium)



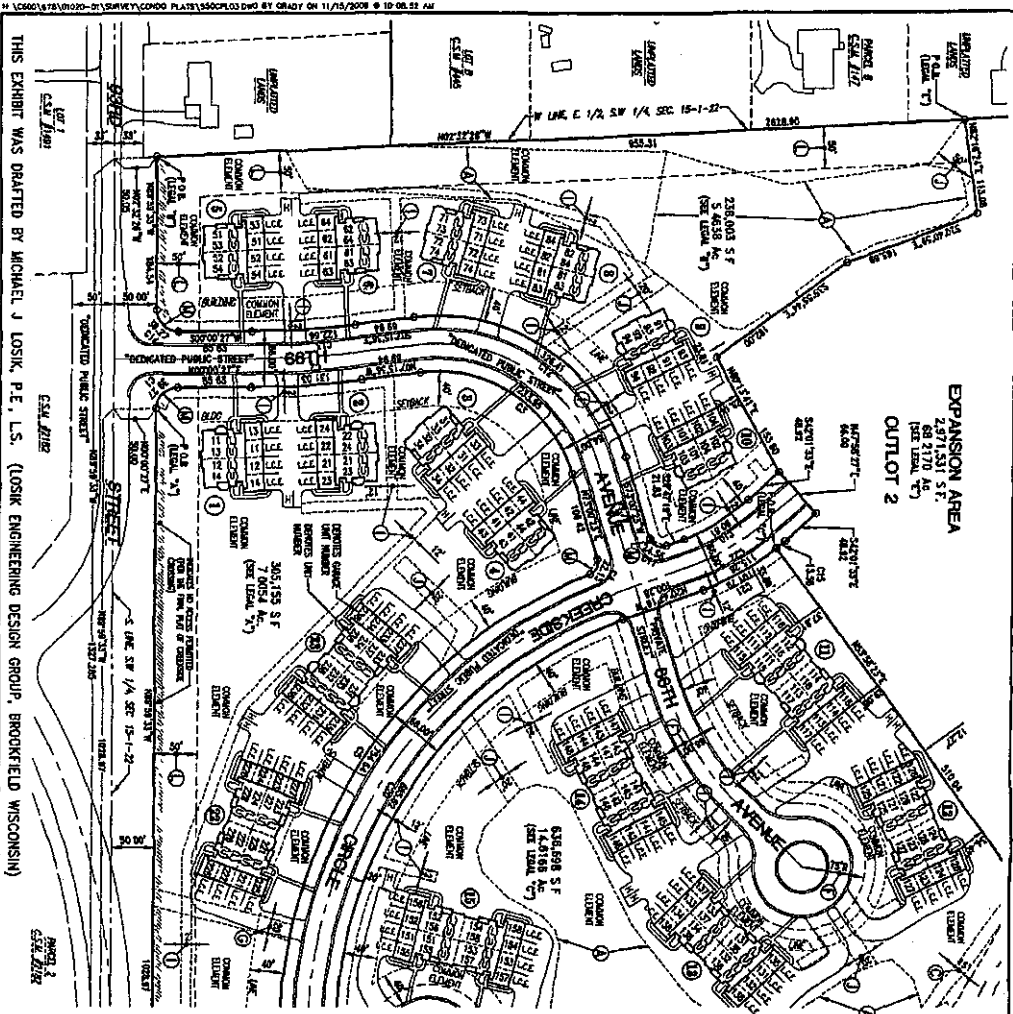
**VERTICAL NOTE:**  
 Wetland Conservancy Areas shown herein as letter "W" were field delineated by Jay E. Associates, Inc. on June 17, 2002 and field verified by Michael J. Losik, P.E., LS on June 17, 2003. The Department of Natural Resources approved Wetland delineation on April 5, 2004.

DECLARANT:  
**REGENCY HILLS -**  
**CREEKSIDE CROSSING, LLC**



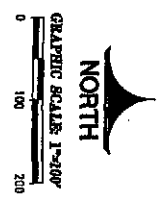
**LOSIK ENGINEERING**  
 DESIGN GROUP  
 3815 N. Brookfield Road Ste. 301  
 Brookfield, WI 53005  
 Phone: 262-781-1111  
 Fax: 262-781-1112  
 E-mail: Mike@losik.com

THIS EXHIBIT WAS DRAFTED BY MICHAEL J LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, BROOKFIELD WISCONSIN)



**EXPANSION AREA  
OUTLOT 2**  
247,151 S.F.  
63,272 S.F.  
(SEE PLAT '07)

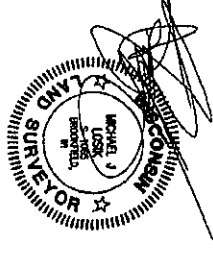
1ST ADDENDUM TO CONDOMINIUM PLAT  
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VILLAGE OF PLEASANT PRAIRIE  
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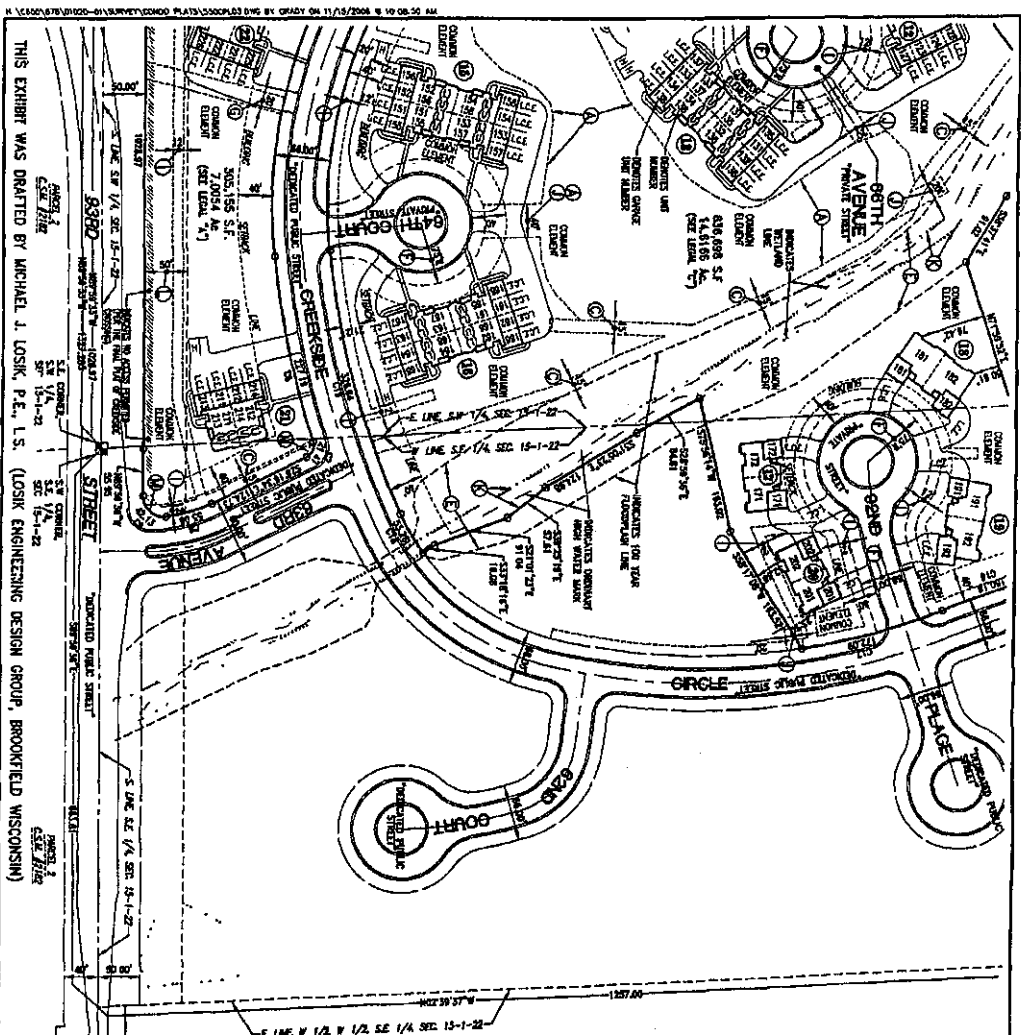


**DEDICATION LEGEND PER THE FINAL PLAT OF CREEKSIDE CROSSING**

① - DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	① - DEDICATED UTILITY EASEMENT ACCESS
② - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	② - DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
③ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	③ - DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
④ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	④ - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
⑤ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	⑤ - DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
⑥ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	⑥ - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
⑦ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	⑦ - DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
⑧ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	⑧ - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
⑨ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	⑨ - DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
⑩ - DEDICATED STORM WATER, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	⑩ - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT

**LOSIK ENGINEERING  
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THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, BROOKFIELD WISCONSIN)

1ST ADDENDUM TO CONDOMINIUM PLAN  
**CREEKSIDE CROSSING**  
 OF  
**CONDOMINIUM**  
 VILLAGE OF PLEASANT PRAIRIE  
 KENOSHA COUNTY, WISCONSIN  
 (Residential Condominium)



NORTH

- DEDICATION LEGEND PER THE FINAL PLAN OF CREEKSIDE CROSSING**
- ① - DEDICATED STORM WATER DRAINAGE, KENOSHA BANK, ACCESS AND MAINTENANCE EASEMENT
  - ② - DEDICATED UTILITY EASEMENT RIGHTS
  - ③ - DEDICATED PUBLIC STORM SEWER, ACCESS AND MAINTENANCE EASEMENT
  - ④ - DEDICATED WETLAND PRESERVATION AND RESTORATION AREA EASEMENT
  - ⑤ - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
  - ⑥ - DEDICATED VISION TRIANGLE EASEMENT IN ACCORDANCE WITH SECTION 12.13(1)
  - ⑦ - DEDICATED 10'-0" TYPICAL FLOORPLAN PRESERVATION AND RESTORATION EASEMENT
  - ⑧ - DEDICATED PUBLIC SQUARE STORM, PRIVATE WINDSHIELD MAINTENANCE EASEMENT
  - ⑨ - DEDICATED PUBLIC SQUARE STORM, ACCESS AND MAINTENANCE EASEMENT
  - ⑩ - DEDICATED PUBLIC SQUARE STORM, PRIVATE WINDSHIELD MAINTENANCE, ACCESS AND MAINTENANCE EASEMENT

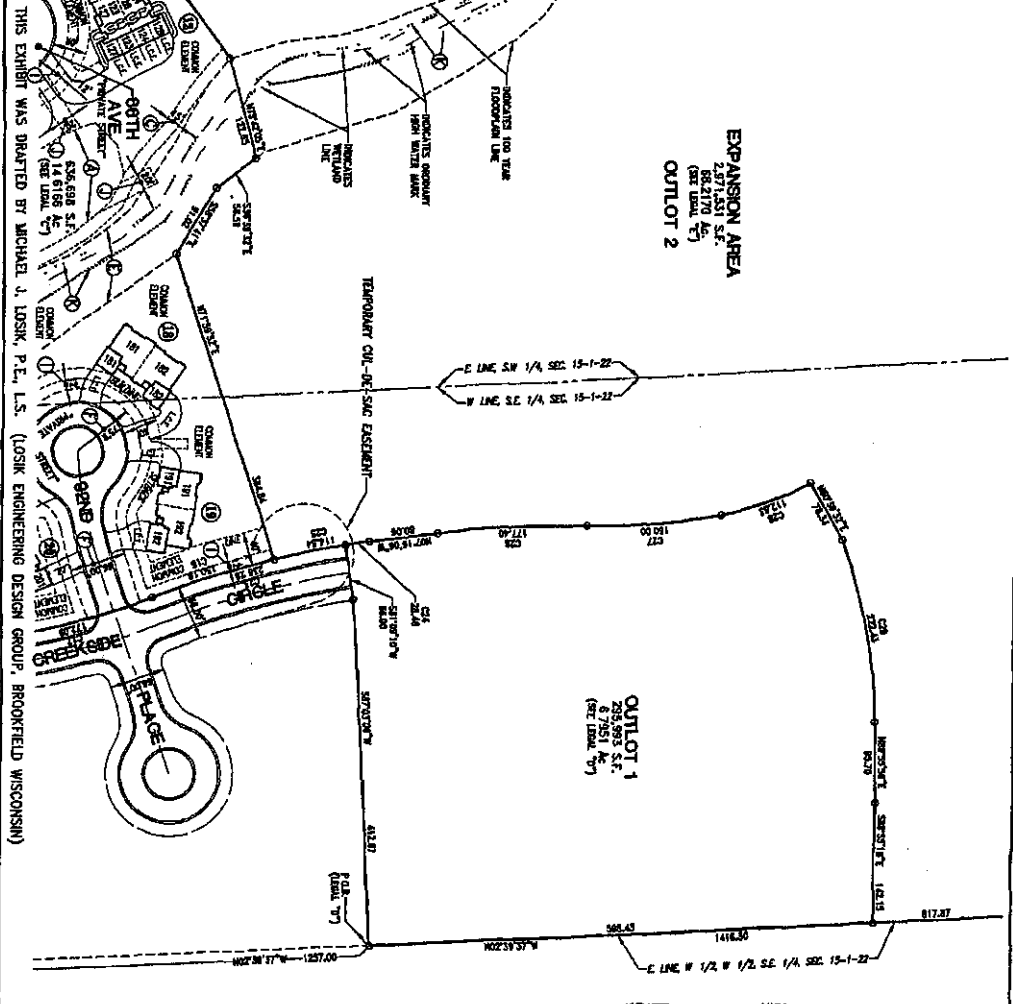
**LOSIK ENGINEERING**  
**DESIGN GROUP**

3615 N. Brookfield Road Ste. 201  
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 Fax: 262-782-1419  
 E-mail: Mike@losikeng.com

MICHAEL J. LOSIK  
 STATE OF WISCONSIN  
 LICENSE NO. 123456789  
 EXPIRES 12/31/2024

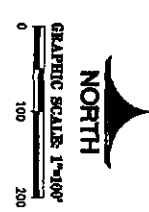
PAGE 3 OF 12





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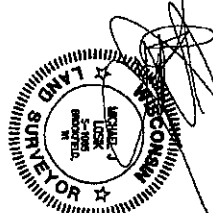
1ST ADDENDUM TO CONDOMINIUM PLAT  
**OF**  
**CREEKSIDE CROSSING**  
 VILLAGE OF PLEASANT PRAIRIE  
 KENOSHA COUNTY, WISCONSIN  
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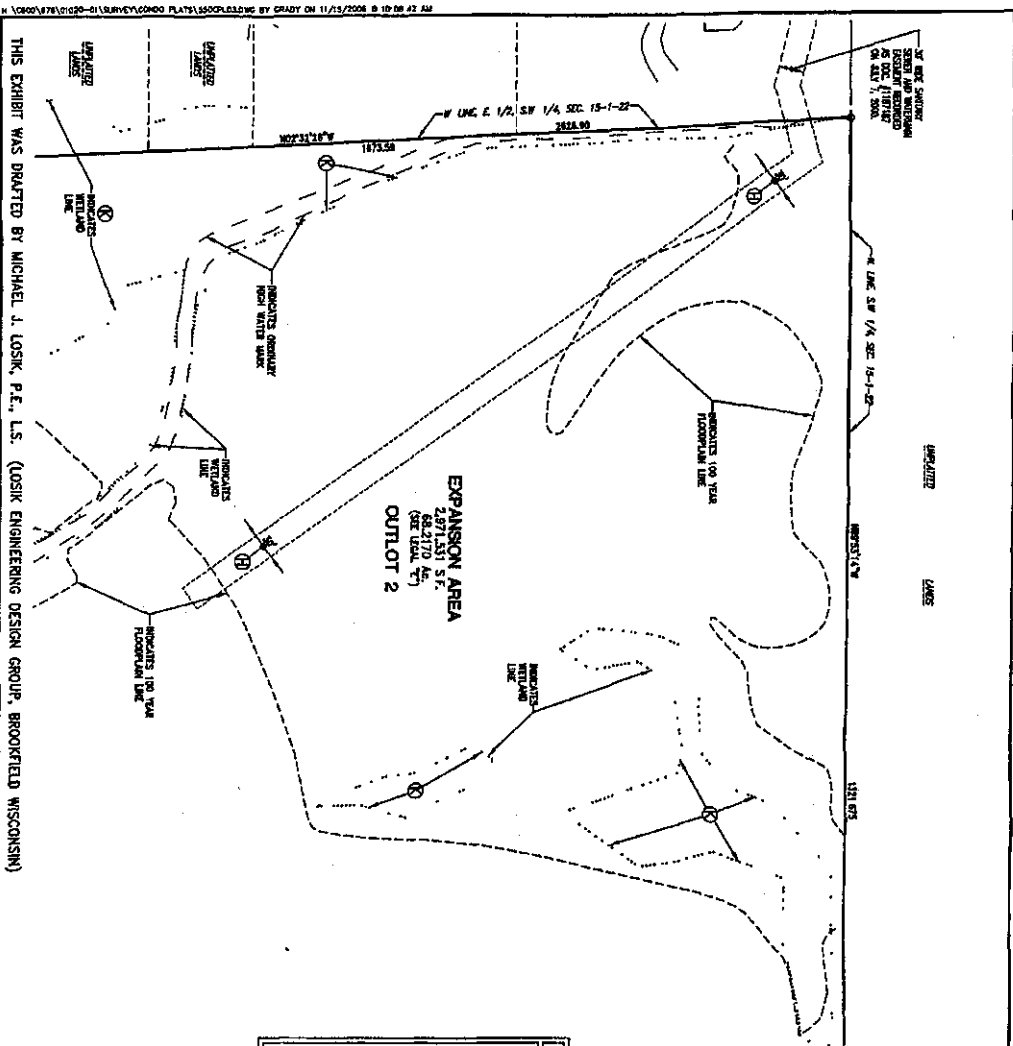
**MEDICATION LEGEND PER THE FINAL PLAT OF CREEKSIDE CROSSING**

① - INDICATED STONE WALL BARRIERS, INTERIOR WALLS, ACCESS AND MAINTENANCE EASEMENT	① - INDICATED UTILITY EASEMENT RIGHTS
② - INDICATED PROPOSED DRIVE, SIDEWALK, BIKEWAY AND MAINTENANCE EASEMENT	② - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
③ - INDICATED 10'-TALL ALUMINUM PESTICIDE AND PROTECTIVE AREA BARRIER	③ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
④ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT	④ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
⑤ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT	⑤ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
⑥ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT	⑥ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
⑦ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT	⑦ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
⑧ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT	⑧ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
⑨ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT	⑨ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT
⑩ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT	⑩ - INDICATED PUBLIC STREET, SIDEWALK, BIKEWAY, ACCESS AND MAINTENANCE EASEMENT

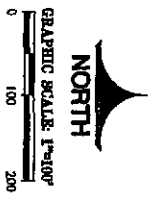
**LOSIK ENGINEERING**  
**DESIGN GROUP**  
 5818 N. Brookfield Road Ste. 201  
 Brookfield, WI 53005  
 Phone: 262-776-4444  
 Fax: 262-776-4444  
 E-mail: info@losikeng.com



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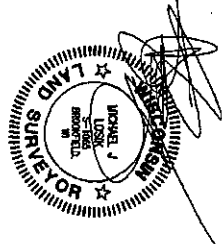
1ST ADDENDUM TO CONDOMINIUM PLAN  
 OF  
**CREEKSIDE CROSSING**  
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 VILLAGE OF PLEASANT PRAIRIE  
 KENOSHA COUNTY, WISCONSIN  
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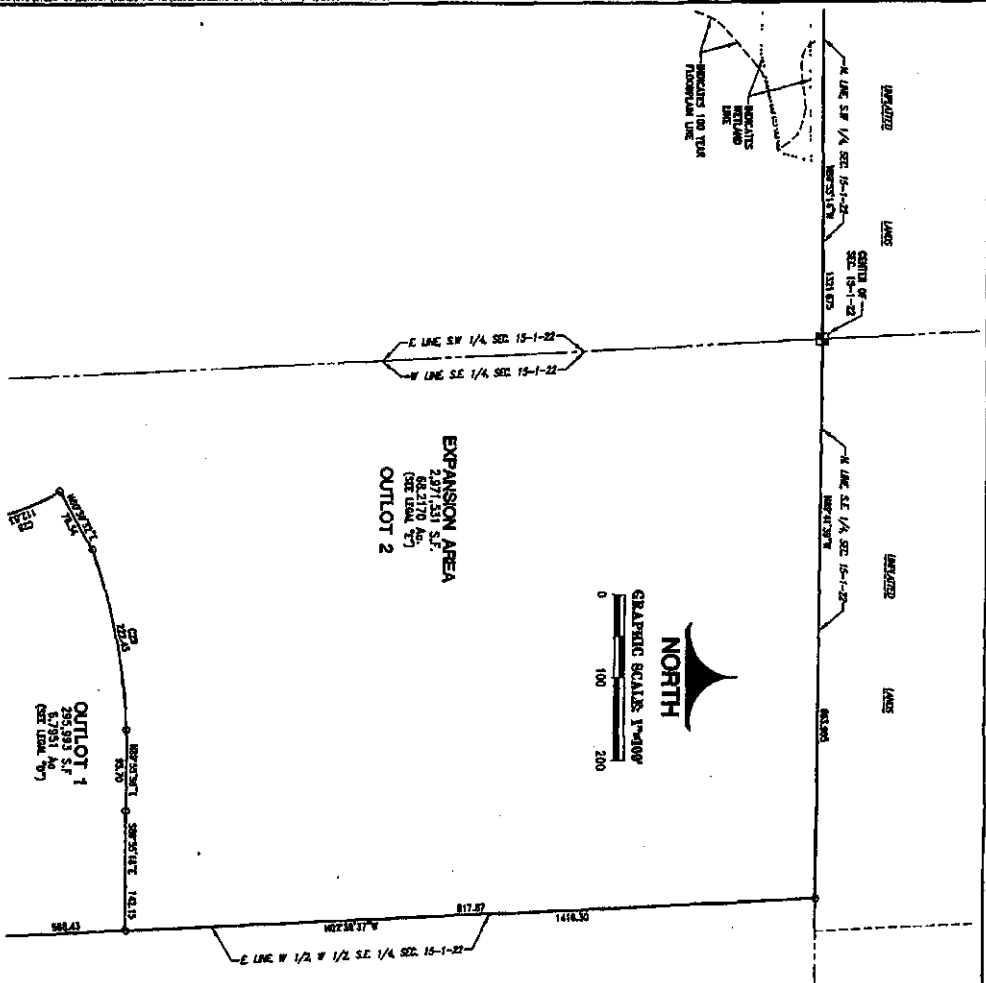
**DEDICATION LEGEND FOR THE FINAL PLAT OF CREEKSIDE CROSSING**

① - DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT	① - DEDICATED UPRIGHT EASEMENT AREAS
② - DEDICATED PEDIESTRIAN ACCESS, WALKING TRAIL, AND MAINTENANCE EASEMENT	① - DEDICATED PUBLIC STREET, DRIVE, ACCESS AND MAINTENANCE EASEMENT
③ - DEDICATED 100-YEAR FLOODPLAIN PRESERVATION AND PROTECTION AREA EASEMENT	② - DEDICATED WETLAND PRESERVATION AND PROTECTION AREA EASEMENT
④ - DEDICATED PUBLIC STORMWATER SEWER, ACCESS AND MAINTENANCE EASEMENT	③ - DEDICATED LANDSCAPE, ACCESS AND MAINTENANCE EASEMENT
⑤ - DEDICATED PUBLIC STORMWATER SEWER, PUBLIC STORMWATER SEWER, PRIVATE ROADS, ACCESS AND MAINTENANCE EASEMENT	④ - 11% DEDICATED WIND BREAKER EASEMENT IN COMPLIANCE WITH WISCONSIN STATUTE CHAPTER TS (SEE 12.15-1)

**LOSIK ENGINEERING  
 DESIGN GROUP**  
 9415 N. Brookfield Road Ste. 201  
 Brookfield, WI 53005  
 Phone: (262) 790-1444  
 Fax: (262) 790-1444  
 E-mail: info@losik.com



THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, BROOKFIELD WISCONSIN)



**LOSİK ENGINEERING**  
DESIGN GROUP

3818 N. Brookfield Road Ste. 201  
Brookfield, WI 53005  
Phone: (262) 781-1400  
E-mail: info@losik.com

**MICHAEL J. LOSIK**  
P.E., L.S.  
LAND SURVEYOR

PAGE 7 OF 12

1ST ADDENDUM TO CONDOMINIUM PLAT  
OF  
**CREEKSIDE CROSSING**  
**CONDOMINIUM**

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)

**CURVE TABLE:**

NO.	NAME	GENERAL BEARING	ARC	CHORD	CHORD BEARING	PERCENT R.	TANGENT DIST.
C1	25.00	S89°00'00"W	59.27	59.26	S44.50°15'39"W	180.00	602.00
C2	100.00	S71°16'03"E	131.03	130.94	S62°22'34.12"W	400.00	1200.00
C3	180.00	S91°15'50"E	325.93	325.92	S62°22'34.12"W	900.00	2700.00
C4	180.00	S62°22'34.12"W	325.93	325.92	S91°15'50"E	900.00	2700.00
C5	180.00	S71°16'03"E	131.03	130.94	S71°16'03"E	400.00	1200.00
C6	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C7	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C8	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C9	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C10	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C11	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C12	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C13	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C14	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C15	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C16	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C17	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C18	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C19	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C20	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C21	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C22	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C23	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C24	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C25	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C26	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C27	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C28	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C29	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00
C30	180.00	S89°00'00"W	59.27	59.26	S89°00'00"W	180.00	602.00







**1ST ADDENDUM TO CONDOMINIUM PLAT  
OF  
CREEKSIDE CROSSING  
CONDOMINIUM  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)**

**VILLAGE BOARD APPROVAL:**

Approved by the Village Board of the Village of Pleasant Prairie on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CORPORATE OWNERS' CERTIFICATE**

RESIDENTIAL - CREKSIDGE CROSSING, LLC, a Wisconsin Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, do hereby certify that the undersigned is the duly authorized officer of the State of Wisconsin, and is duly qualified to execute and deliver the instrument hereunto subscribed and attested by me, and that the instrument hereunto subscribed and attested by me is a true and correct copy of the original thereof as the same appears from the records of the State of Wisconsin.

By \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

STATE OF WISCONSIN  
 COUNTY OF KENOSHA  
 I, \_\_\_\_\_, County Clerk of Kenosha County, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the original thereof as the same appears from the records of the State of Wisconsin.

By \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**UTILITY EASEMENT PROVISIONS:**

As provided for under the easement provisions of the plat, the easement shall be subject to the following conditions and covenants:

The easement shall be subject to the following conditions and covenants:

The easement shall be subject to the following conditions and covenants:

The easement shall be subject to the following conditions and covenants:

The easement shall be subject to the following conditions and covenants:

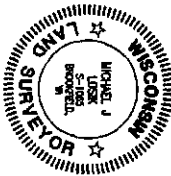
**SURVEYOR'S CERTIFICATE**

I, MICHAEL J. LOSIK, do hereby certify that I have surveyed the above described property and the survey on the same has been completed in accordance with the laws of the State of Wisconsin and that the same is a true and correct copy of the original thereof as the same appears from the records of the State of Wisconsin.

The Condominium Plat is a correct representation of the Creekside Crossing Condominium and the determination and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Backyard.

The survey makes no certification as to the accuracy of the reference line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein dated this 15th day of NOVEMBER, 2006.

*[Signature]*  
 MICHAEL J. LOSIK, S. P. E.  
 Registered Land Surveyor S-10655



**LOSIK ENGINEERING  
 DESIGN GROUP**  
 3815 N. Brookfield Road Ste. 201  
 Brookfield, WI 53045  
 Phone: 262-790-4400  
 Fax: 262-790-4401  
 E-mail: info@losik.com

DEDICATIONS AND EASEMENTS PROVISIONS:

The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...

1ST ADDENDUM TO CONDOMINIUM PLAT  
CREEKSIDE CROSSING  
OF  
CONDOMINIUM  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)

- 1. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 2. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 3. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 4. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 5. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 6. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 7. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 8. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 9. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 10. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...
- 11. The lot shown in the area shown on the Condominium Plat as a Dedicated Public Street, Alley, Path and... (1) A hereby dedicated, open, grassed and improved by the Developer to the Condominium Association...

LOSIK ENGINEERING  
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8815 N. Brookfield Road, Ste. 201  
Brookfield, WI 53045  
Phone: 762-790-1440  
Fax: 762-790-1441  
www.losik.com  
WISCONSIN LAND SURVEYOR  
LOSIK, J  
5-1000  
BROOKFIELD

**LOSIK ENGINEERING  
DESIGN GROUP**  
3815 N. Brookfield Road, Ste. 201  
Brookfield, WI 53005  
Phone: 262-794-1420  
Fax: 262-794-1422  
E-mail: info@losik.com

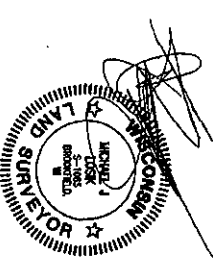
**DEDICATIONS AND EASEMENTS PROVISIONS (CONT.)**

12. Proposed easements appurtenant to the site shown on the attached Plat, including any utility easements, shall be granted and conveyed to the respective utility companies for the purposes of providing utility services to the site. The easements shall be granted to the utility companies in accordance with the terms and conditions set forth in the attached Plat. The utility companies shall be deemed to have accepted the easements for the purposes of providing utility services to the site.
13. The Developer hereby dedicates, grants, conveys, and assigns to the Landlord, for the use and enjoyment of the Landlord and its assigns, all and singular interest in the site, including but not limited to, the rights of ingress, egress, and egress, to the site, for the purposes of providing utility services to the site.
14. The Developer hereby dedicates, grants, conveys, and assigns to the Landlord, for the use and enjoyment of the Landlord and its assigns, all and singular interest in the site, including but not limited to, the rights of ingress, egress, and egress, to the site, for the purposes of providing utility services to the site.
15. Proposed easements appurtenant to the site shown on the attached Plat, including any utility easements, shall be granted and conveyed to the respective utility companies for the purposes of providing utility services to the site. The easements shall be granted to the utility companies in accordance with the terms and conditions set forth in the attached Plat. The utility companies shall be deemed to have accepted the easements for the purposes of providing utility services to the site.

**1ST ADDENDUM TO CONDOMINIUM PLAT  
OF  
CREEKSIDE CROSSING  
CONDOMINIUM  
VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WISCONSIN  
(Residential Condominium)**

**RESTRICTIVE COVENANTS**

1. The Developer hereby covenants that the Condominium Association shall have the authority to establish the rules and regulations for the use and enjoyment of the Condominium. The rules and regulations shall be subject to the approval of the Board of Directors. The rules and regulations shall be enforceable by the Condominium Association. The rules and regulations shall be subject to the approval of the Board of Directors.
2. The Developer hereby covenants that the Condominium Association shall have the authority to establish the rules and regulations for the use and enjoyment of the Condominium. The rules and regulations shall be subject to the approval of the Board of Directors. The rules and regulations shall be enforceable by the Condominium Association. The rules and regulations shall be subject to the approval of the Board of Directors.
3. The Developer hereby covenants that the Condominium Association shall have the authority to establish the rules and regulations for the use and enjoyment of the Condominium. The rules and regulations shall be subject to the approval of the Board of Directors. The rules and regulations shall be enforceable by the Condominium Association. The rules and regulations shall be subject to the approval of the Board of Directors.
4. The Developer hereby covenants that the Condominium Association shall have the authority to establish the rules and regulations for the use and enjoyment of the Condominium. The rules and regulations shall be subject to the approval of the Board of Directors. The rules and regulations shall be enforceable by the Condominium Association. The rules and regulations shall be subject to the approval of the Board of Directors.
5. The Developer hereby covenants that the Condominium Association shall have the authority to establish the rules and regulations for the use and enjoyment of the Condominium. The rules and regulations shall be subject to the approval of the Board of Directors. The rules and regulations shall be enforceable by the Condominium Association. The rules and regulations shall be subject to the approval of the Board of Directors.



# AFFIDAVIT OF CORRECTION

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WAUKESHA )

I, MICHAEL J. LOSIK, Registered Land Surveyor, being first duly sworn on oath, depose and say:

That in preparing the Creekside Crossing Condominium Plat, recorded in the office of the Register of Deeds for Kenosha County on December 12, 2005 as Document No. 1462026, all that part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, an error was made in the transcription thereon:

I, MICHAEL J. LOSIK, do hereby declare and affirm that the following is the correction:

SHEET 8 OF 36:

- The first paragraph of Legal Description "A" reads in part .... "All that part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

"All that part of Outlot 6, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"

- The first paragraph of Legal Description "B" reads in part . . ."All that part of the Southeast 1/4 of the Southwest 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

"All that part of Outlot 3, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"

- The first paragraph of Legal Description "C" reads in part . . ."All that part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

"Being a part of Outlot 4, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"



DOCUMENT  
1462026  
RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louis J. Principe, Register of Deeds  
on 5/30/2006 at 10:33AM \$17.00  
RESNEED3  
JENF

Name and Return Address

Michael J. Losik, P.E., L.S.  
LOSIK ENGINEERING DESIGN GROUP, LTD.  
3815 N. Brookfield Rd., Suite 201  
Brookfield, WI 53045

Parcel Identification Number (PIN)

92-4-122-154-704  
17- 92-4-122-154-703  
92-4-122-154-706

The first paragraph of **Outlot 1, Legal Description "D"** reads in part. . . "All that part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

*"Being a part of Outlot 2 and the Northerly portion of dedicated "Creekside Circle" of "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"*

The first paragraph of **Expansion Area, Legal Description "E"** reads in part. . . "All that part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

*"Being a part of Outlots 2 and 4, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"*

**SHEET 9 OF 36:**

The first paragraph of **Legal Description of Wetland Area No. 1** reads in part .... "All that part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

*"Being a part of Outlots 1, 2 and 4 and a Easterly portion of dedicated "93" Street" of "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"*

The first paragraph of **Legal Description of Wetland Area No. 2** reads in part .... "All that part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

*"Being a part of Outlot 2, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"*


The first paragraph of **Legal Description of Wetland Area No. 3** reads in part .... "All that part of the Northeast 1/4 of the Southwest 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

*"Being a part of Outlot 2, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"*

The first paragraph of **Legal Description of Wetland Area No. 4** reads in part .... "All that part of the Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:" . . . and is hereby corrected to read:

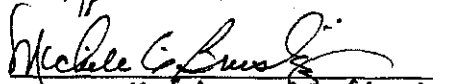
"Being a part of Outlot 1, "Creekside Crossing" Subdivision, recorded in the office of the Register of Deeds for Kenosha County on August 18, 2005 as Document No. 1446154, being a Subdivision of a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 15, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:"



  
Michael J. Losik, PE, L.S.  
Registered Land Surveyor, S-1965

STATE OF WISCONSIN    )  
                                  )ss  
COUNTY OF WAUKESHA    )

The above Certificate subscribed and sworn to me this 24<sup>th</sup> day of April, 2006.

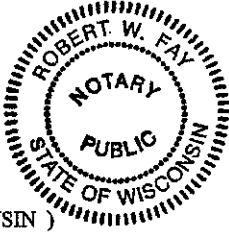
  
Print Name: Michèle C. Braszkiewicz  
Notary Public, Waukesha County, WI.  
My Commission Expires: 12.28.08

THIS INSTRUMENT WAS DRAFTED BY MICHAEL J. LOSIK, S-1065  
LOSIK ENGINEERING DESIGN GROUP, LTD.  
3815 N. Brookfield Rd., Suite 201  
Brookfield, WI 53045  
Phone: (262)790-1480 Fax: (262)790-1481

**CORPORATE OWNER'S CERTIFICATE:**

REGENCY HILLS - CREEKSIDE CROSSING, LLC, a Wisconsin Limited Liability Company, duly organized and existing under and by virtue of the laws of the state of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this map.

IN WITNESS WHEREOF, the said REGENCY HILLS - CREEKSIDE CROSSING, LLC, has caused these presents to be signed, by James J. Duerrwachter, Managing Member, and its Corporate Seal to be hereunto affixed this 27<sup>th</sup> day of April, 2006.



REGENCY HILLS - CREEKSIDE CROSSING, LLC  
*[Signature]*  
James J. Duerrwachter - Managing Member

STATE OF WISCONSIN )  
                                  ) ss  
COUNTY OF KENOSHA)

Personally came before me this 27<sup>th</sup> day of April, 2006, the above name James J. Duerrwachter, Managing Member, to me known to be Members of REGENCY HILLS - CREEKSIDE CROSSING, LLC, and the persons who executed the foregoing instrument and acknowledge the same.

My Commission Expires: 2/24/2008

*[Signature]*  
Notary Public, State of Wisconsin  
Robert W Fay  
Print Name

**VILLAGE BOARD APPROVAL:**

Approved by the Village Board of the Village of Pleasant Prairie on this 15<sup>th</sup> day of May, 2006.

*[Signature]*  
John P. Steinbrink, Sr. - Village President  
*[Signature]*  
Jane M. Romanowski - Village Clerk

STATE OF WISCONSIN )  
                                  ) ss  
COUNTY OF KENOSHA)

Personally came before me this 18<sup>th</sup> day of May, 2006, John P. Steinbrink, Sr., Village President, and Jane M. Romanowski, Village Clerk, and acknowledged that they executed the foregoing Instrument as President and Village Clerk of the Village of Pleasant Prairie and by its authority.

My Commission Expires: 05-06-07

*[Signature]*  
Notary Public, State of Wisconsin  
JANICE L. PETROVIC  
Print Name



**ARTICLES OF INCORPORATION  
OF  
CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC.**

CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the corporation is Creekside Crossing Condominium Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE II**

**PERIOD OF EXISTENCE**

The period of existence of the Association is perpetual.

**ARTICLE III**

**PURPOSE**

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Creekside Crossing Condominium created under Chapter 703 of the Wisconsin Statutes, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

**ARTICLE IV**

**MEMBERS**

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Condominium for Creekside Crossing Condominium, recorded in the office of the Kenosha County Register of Deeds (the "Declaration").

**ARTICLE V**

**PRINCIPAL OFFICE**

The address of the principal office of the Corporation is c/o James J. Duerrwaechter, 5008 Green Bay Road, Kenosha, Wisconsin 53144. The principal office is located in Kenosha County, Wisconsin.

**ARTICLE VI**

**REGISTERED AGENT**

The name and address of the initial registered agent of the Association are: James J. Duerrwaechter, 5008 Green Bay Road, Kenosha, Wisconsin 53144.

**ARTICLE VII**

**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

James J. Duerrwaechter 5008 Green Bay Road Kenosha, Wisconsin 53144	Henry K. Osburn 5008 Green Bay Road Kenosha, Wisconsin 53144
Michael Lawrence 5008 Green Bay Road Kenosha, Wisconsin 53144	

**ARTICLE VIII**

**ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING**

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE IX  
INCORPORATOR

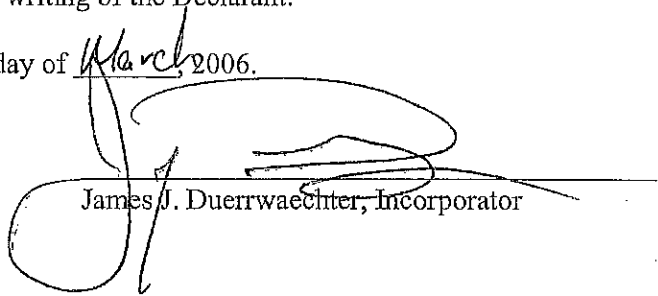
The name and address of the incorporator are:

James J. Duerrwaechter  
5008 Green Bay Road  
Kenosha, Wisconsin 53144

ARTICLE X  
AMENDMENT OF ARTICLES AND BYLAWS

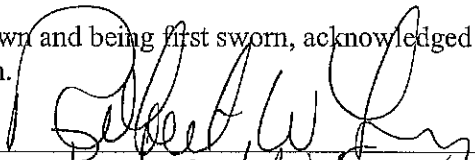
Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

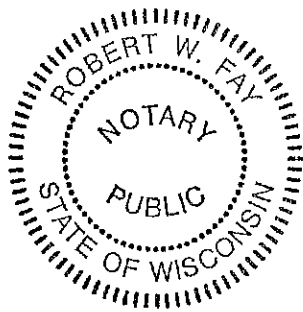
Dated at Kenosha, Wisconsin, this 2<sup>nd</sup> day of March, 2006.

  
James J. Duerrwaechter, Incorporator

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF KENOSHA    )

On this March day of March, 2006, to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

  
Name: Robert W Fay  
Notary Public, State of Wisconsin  
My Commission: 2/24/2008



This document drafted by  
James J. Duerrwaechter  
5008 Green Bay Road  
Kenosha, WI 53144

**CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC.**

**AMENDED AND RESTATED BYLAWS**

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**AMENDED AND RESTATED BYLAWS OF  
CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND ADDRESS**

**1.01. Name; Purpose.** The name of the corporation shall be Creekside Crossing Condominium Association, Inc. (the “Association”). The Association is incorporated as a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

**1.02. Address.** The principal office of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions. This address shall also be the mailing address of the Association.

**1.03. Binding Effect.** These Bylaws (the “Bylaws”) shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

**1.04. Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Creekside Crossing Condominium recorded in the office of the Kenosha County Register of Deeds (the “Declaration”).

**ARTICLE II**

**MEMBERSHIP**

**2.01. Membership.** The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

**2.02. Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner’s ownership interest passes to its personal representative or to a trustee upon the Unit Owner’s death, such personal representative or trustee shall be a member of the Association.

**2.03. Withdrawal Extension.** No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

**2.04. Membership Certificates.** Membership certificates shall not be issued.

**2.05. Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing and email address for each Unit Owner to which

notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing or email address. No Unit Owner may vote at meetings of the Association until the name and current mailing and email address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be. Unit Owners under a land contract must provide a copy of the land contract to the Board.

**2.06. Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing and email addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

**2.07. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

**2.08. Quorum.** Unit Owners holding twenty-five percent (25%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology.

**2.09. Vote Required to Transact Business.** When a quorum is present in person or represented by proxy at any meeting as described in Section 2.08 above, a majority of the votes cast shall decide any question brought before the Meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

**2.10. Proxies.** All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. Proxies may be filed via email or other electronic means. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

**2.11. Voting Designations of Multiple Unit Owners.** If a Unit is owned by more than one person or is owned by an entity other than individuals, the person entitled to cast the vote for the



Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates may be delivered via email or other electronic means to the Secretary and shall be valid until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. Cumulative voting is allowed with respect to electing the Board of Directors. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

### ARTICLE III

#### MEETINGS OF MEMBERS

**3.01. Place.** All meetings of the Unit Owners shall be held at a place in Kenosha County, Wisconsin, that shall be stated in the notice of the meeting.

**3.02. Annual Meetings.** The regular annual meetings of the Unit Owners shall be held during the month of October of each year or at such other date set by the Board of Directors.

**3.03. Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

**3.04. Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice personally or electronically delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

**3.05. Adjourned Meetings.** If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy, at such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

**3.06. Duties of Officers at Meetings.** The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

**3.07. Order of Business.** The order or business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.

- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

**3.08. Action Without a Meeting by Written Consent.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

**3.09. Action Without a Meeting by Written Ballot.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter using the notice method provided in Section 3.04 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Written ballots may be returned to the secretary via email or other electronic means. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

**4.01. Number and Qualifications.** The affairs of the Association shall be managed by a board of directors (the “Board of Directors”) composed of five (5) directors elected by the Unit Owners. No more than one director at any given time may be a person who is not also a Unit Owner

provided that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a ‘Unit Owner’ for purposes of this requirement only. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days’ notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

**4.02. Term of Office.** Each director shall take office at the annual meeting and shall serve for a term of two (2) years or until his or her successor shall be elected. Directors’ terms shall be staggered such that at least 1/3 of the Directors are elected in each year.

**4.03. Election of Directors.** One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed or emailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail or email. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration and cumulative voting is allowed. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

**4.04. Vacancy and Replacement.** If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

**4.05. Removal.** Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

**4.06. Compensation.** No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors’ duties.

## ARTICLE V

### MEETINGS OF THE BOARD OF DIRECTORS

**5.01. Regular Meetings.** Regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

**5.02. Special meetings.** Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

**5.03. Notice of Special Meetings.** No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice personally or electronically delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

**5.04. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. Presence "in person" at a Board meeting may be by phone conference or video conference—any means by which the directors can hear each other and communicate with one another. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

**5.05. Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and

- (i) Adjournment.

**5.06. Action Without a Meeting by Written Consent.** Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is provided by two-thirds (2/3) of the directors then in office. Such written consent may be provided by email or other electronic means.

## ARTICLE VI

### POWERS AND DUTIES OF BOARD OF DIRECTORS

**6.01. Powers and Duties.** All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law;

(q) Invest the funds of the Association in a financially prudent manner; and

(r) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

**6.02. Manager.** The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

**7.01. Officers.** The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All

officers shall be Directors. The same individual may simultaneously hold more than one office in the Association.

**7.02. Election of Officers.** The officers shall be elected annually by the Board of Directors at its regular meeting.

**7.03. Term.** Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

**7.04. Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

**7.05. Resignation and Removal.** Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

**7.06. Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

**7.07. Duties.** Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock

Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

**7.08. Compensation.** No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

**7.09. Fidelity Insurance.** The Board of Directors shall purchase fidelity insurance as required by the Declaration . The premium of such bonds shall be paid by the Association.

## ARTICLE VIII

### BOOKS AND RECORDS

**8.01. Inspection.** The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

**8.02. Audits.** The accounts and records of the Association shall be audited by an audit committee selected by the Board of Directors at the discretion of the Board. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

## ARTICLE IX

### BUDGET, ASSESSMENT, AND ANNUAL REPORT

**9.01. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

**9.02. Budget.** The Board of Directors shall adopt an annual operating budget and present the same to the Unit Owners at the annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year and shall include adequate funding for the Association's reserve account each year, considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;



3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

**9.03. Levying and Payment of General Assessments.** Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association or as otherwise directed by the Board and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

**9.04. Special Assessments.** Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

**9.05. Association Remedies upon Nonpayment of Assessments.** Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear late fees and interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. Any attorneys' fees and costs incurred by the Association in attempting to collect unpaid assessments shall be the responsibility of the delinquent Unit Owner, and shall be a part of the lien filed therefor. Any payments received on delinquent accounts are applied in the following order: first to attorney fees, then to costs, then to fines, then late fees, then interest and finally assessments. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, and/or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

**9.06. Annual Report.** Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address/email address in the Association's membership list prior to the third Thursday in February.

**9.07. Reserve Account.** All funds collected to fund a reserve account or a statutory reserve account as described in Section 9.02 above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the

purpose of repairing or replacing common elements, or such other purpose in the discretion of the Board of Directors.

## **ARTICLE X**

### **USE**

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

## **ARTICLE XI**

### **ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender and take such further action as set forth in the Rules and Regulations. The Rules and Regulations shall include a grievance procedure that may be invoked by the Unit Owners as well. The grievance procedure shall establish that a grievance committee will hear appeals of violations, and the decision of the grievance committee will be final and binding. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

## **ARTICLE XII**

### **LIABILITY AND INDEMNITY**

#### **12.01. General Scope and Definitions.**

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or

agent of another corporation or Foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, “director or officer” shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, “proceedings means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, “expenses” means fees, costs, charges, disbursements, attorneys’ fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

## **12.02. Mandatory Indemnification.**

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a) the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, orders settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

**12.03. Determination of Right to Indemnification.** Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification; (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

**12.04. Allowance of Expenses as Incurred.** Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.03 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

### **12.05. Partial Indemnification.**

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

**12.06. Indemnification of Employees and Agents.** The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

### **12.07. Limited Liability of Directors and Officers.**

(a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b) .

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

**12.08. Severability of Provisions.** The provisions of this Article and the severable rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or

otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

**12.09. Nonexclusivity of Rights.** The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnifications defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

**12.10. Purchase of Insurance.** The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

**12.11. Benefit.** The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**12.12. Amendment.** No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

## ARTICLE XIII

### GENERAL PROVISIONS

**13.01. Seal.** The Association shall not have a corporate seal.

**13.02. Interpretation.** These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin

Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

**13.03. Notices.** Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be personally or electronically delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of personally or electronically delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

## **ARTICLE XIV**

### **AMENDMENT**

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

These Amended and Restated Bylaws were duly adopted by at least 67% of the Unit Owners on January 10, 2023.

### **IMPORTANT INFORMATION**

Please keep this information with your governing documents

### **Creekside Crossing Condominium Association, Inc.**

### **RULES ENFORCEMENT AND GRIEVANCE PROCEDURE RESOLUTION**

WHEREAS the Board of Directors of Creekside Crossing Condominium Association, Inc. (the "Association") has the power to exercise "All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law" with the exception of "those powers and duties specifically given to or required of any committees of the Association or the Unit Owners", pursuant to Article VI, Section 6.01 of the Bylaws;

WHEREAS the Board of Directors has the power to "Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association," pursuant to Article VI, Section 6.01(k) of the Bylaws;

WHEREAS there is a need to ensure that the members of the Association obey the Rules of the Association and that the Association provide due process while enforcing the rules contained in its governing documents;

**THEREFORE, BE IT RESOLVED that the Association adopt the following Rules Enforcement and Grievance Procedure to amend current Rules and Regulations, Article VI:**

1. The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
  - a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
  - b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
  - c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.



- d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
  1. The violation is in direct defiance of a previous mandate from the Board of Directors.
  2. The violation was malicious in its intent.
  3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
  4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*
2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
3. **Attorney Fees**
  - a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
  - b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.
4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
5. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**
  - a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

- b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
  - 1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
    - a. Of the time, place and date of a hearing before the Grievance Committee.
    - b. Of the right to counsel.
    - c. That evidence shall be received and a record made whether or not the party complained against attends.
  - 2. The hearing shall be divided into two (2) sections:
    - a. The hearing.
    - b. The determination and decision.
  - 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
  - 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
  - 5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
  7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
  2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
  3. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
  4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

**BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.**

The Board of Directors adopted this resolution on MARCH 8, 2016, with the policy to take effect on MARCH 8, 2016.

President William O'Neil

Secretary Steve Peterson

## Creekside Crossing Transfer Fee

Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to Two month's installment for common expenses for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- a) When the transfer is to a trust where the sole beneficiary is the donor and Owner;
- b) When the transfer is solely between a husband and wife;
- c) When the transfer is solely between a parent and his, her or their child;  
and
- d) When the transfer is to or from the Association.

President  Date 6-13-18

Secretary  Date 6-13-18

**CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION**  
**AMENDED RULES AND REGULATIONS**  
*Amended March 9<sup>th</sup>, 2021*

The following rules and regulations are adopted by the CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC. (the “Association”) for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

**ARTICLE I**

**GENERAL**

**1.01. Applicability to All Residents.** All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

**1.02. Definitions.** All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Creekside Crossing Condominium (the “Declaration”).

**1.03. Winter Heating.** Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

**ARTICLE II**

**APPEARANCE**

**2.01. Signs.** No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no more than 60 days before the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

**2.02. Hanging of Garments and Window Coverings.** The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

**2.03. Protrusions.** No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

**2.04. Satellite Dishes and Antennae.** The following rules apply to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

1. A satellite dish or antenna is permitted providing dishes/antennas shall be no larger or installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All dish or antenna installations will be outdoors and must be installed entirely within the owner's limited common area, such as the rear deck or patio area. All installations shall be in the rear of the unit unless an acceptable quality signal is unavailable. Any installations that partially or fully obstruct or interfere with the entry or exit from a unit are strictly prohibited for safety reasons, which exclude installation on any sidewalk area. Installations upon or attached to any heating, cooling, or ventilating equipment or concrete pad, or any other utility system, are also prohibited for safety reasons. Dishes must not attach or encroach upon the common areas, which preclude any installation on any exterior door or window surface, or another unit's limited common area.
3. Installation of Satellite Dishes/Antenna.
  - a) All dishes/antenna must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the common or limited areas.
  - b) Dishes/antenna must be shielded from view from the outside community and from other units to the maximum extent possible. Decorative covers, (i.e., imitation rocks or patio furniture) and shrubbery may be acceptable shields as determined by the Association.
  - c) All installations shall take aesthetic consideration into account.
  - d) The installation shall not impair the integrity of the building. There shall be no penetrations of the common areas or limited common areas unless it is necessary to receive acceptable quality signals. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with acceptable building codes and industry standards.
4. Maintenance.
  - a) Owners have 72 hours to remove or repair a dish/antenna if it becomes detached. The Association may remove a detached dish/antenna at the owner's expense after 72 hours, or at any time if the detachment threatens safety of person or property.

- b) Upon sale of the unit, dishes/antenna must be removed and the area restored to its original condition if the new buyer does not wish to continue use. In any event, once the new owner takes ownership of the unit, the owner assumes responsibility for the existing dish/antenna, and removal of the same and returning the common and limited common areas to pre-installation condition will be the unit owner's responsibility,

5. Masts.

- a) Mast height may not be higher than absolutely necessary to receive acceptable quality signals. Mast extending above the lowest roof line, i.e., gutter line, and thus beyond the height of the owner's unit or limited common area, must be pre-approved, and must not be attached to, be in contact with, or extend into the common area without prior Board approval.

**2.05. Burning.** No person shall kindle, start, maintain or conduct outdoor burning or open fires, including but not limited to, the burning of trash, paper, cardboard, leaves or items that emit noxious or hazardous smoke as determined by the ACC, except a fire for outdoor cooking or recreation. The fire for cooking or recreation shall be in a grill, fireplace or other equipment specifically designed for outdoor recreational uses. Paper or cardboard may be used as a starting devise but not as the primary component to bum.

**2.06. Laundry.** No laundry is to be hung on the balcony or in windows for any reason.

**2.07. Limited Common Elements.** All decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills and for patio and deck furniture.

**2.08. Storm doors.**

- 1. Storm door options are limited to the following.
  - a) Suppliers.
    - (1) Pella.
    - (2) Larson.
  - b) Door frame color choices.
    - (1) Poplar White – Pella.
    - (2) Almond – Larson.
  - c) Full view door.

- d) Glass must be clear.
- 2. The unit owner has the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.

**2.09. Window Replacements.**

- 1. An upgrade in the quality of the window will be approved provided the replacement windows are identical in appearance to the existing windows.
- 2. In the case of damage where the identical replacement would be made, board approval is not required.

**2.10. Bird Feeders.**

Bird Feeders shall not be placed or mounted on any balconies, facades, or condominium structures. The bird seed, bird droppings, etc. contribute to waste and potential health and safety issues. For feeders placed in the common areas, upkeep and waste clean-up will be the responsibility of the Homeowner

**ARTICLE III**

**USE RESTRICTIONS**

**3.01. Animals.**

- 1. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except for two small dogs and/or two cats, or one other domesticated household animal may be kept in units, subject to rules and regulations adopted by the Board of Directors, providing that they are not kept, bred, or maintained for any commercial purposes: and provided further that any such animal causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these regulations upon three days' written notice from the Board of Directors. The limitation on the number of dogs shall not apply to seeing eye dog or hearing dogs trained and utilized for the express purpose of assisting someone under handicap. No Rottweilers or pit bulls or wolf-hybrids are allowed. These Animal Rules and Regulations are subject to revision from time to time by the Board at its sole discretion.
- 2. Any owner or occupant of the condominium shall apply to the Association for a permit to keep such an animal. The permit issued by the Association, which shall be in the form of Exhibit A to these rules, shall be deemed a revocable license which may be revoked at any time following notice and a hearing before the Board, if in the reasonable judgment of the Board,



such a licensed animal is or becomes offensive, a nuisance, or harmful in any way to the development occupants and/or residents.

3. All animals are to be leashed when outside the condominium unit.
4. Animals must not be permitted to run loose on the association property.
5. No animal shall be fenced or housed outside the condominium unit.
6. Animal owners shall be responsible for any and all damages caused by their animals to any common property including but not limited to shrubs, bushes, trees, and grass.
7. Animal owners are **RESPONSIBLE FOR IMMEDIATE** clean up after their animal.

These Animal Rules and Regulations are subject to revision from time to time by the Board at its sole discretion.

**3.02. Damage to Common Elements.** Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

**3.03. Maintenance of Unit.** All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

**3.04. Maintenance of Common Elements.** Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

**3.05. Nuisances.** No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

**3.06. Storage.** The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

**3.07. Salting.** Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairing all damage caused by the use of salt.

**3.08. Landscaping.** Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the

Association. Unit Owners are hereby prohibited from watering the landscaping/yards in the months of July to September from 10:00am to 4:00pm.

## **ARTICLE IV**

### **VEHICLE RESTRICTIONS**

**4.01. Obstructions.** Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

**4.02. Parking.** Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

**4.03. Service and Recreational Vehicles.** Parking of service and recreational vehicles, including but not limited to semi-trailers, trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's garage. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Board, with prior written approval of the Board .

**4.04. Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements.

**4.05. Garage Door.** The garage door to any Unit shall remain closed at all times except when in use for ingress or egress purposes.

## **ARTICLE V**

### **AMENDMENTS**

This document may be amended at any time by the Board of Directors of the Association.

## **ARTICLE VI**

### **ASSESSMENT COLLECTION**

1. The regular monthly assessments are due on the first day of each month.
2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
4. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.
8. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the eleventh (11th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.
9. The basic collection system of the Board shall be as follows:
  - a. At 15 days past due, a board member or the property manager may call the delinquent owner;
  - b. At 30 days past due, a past due notice may be sent;
  - c. At 45 days past due, a second past due notice may be sent; and
  - d. At 60 days past due, the matter may be referred to the attorney for collection.

10. An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

## **ARTICLE VII**

### **TRANSFER FEE**

Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

1. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
2. When the transfer is solely between spouses and/or domestic partners;
3. When the transfer is solely between a parent and his, her or their child;  
and
4. When the transfer is to or from the Association

## **ARTICLE VIII**

### **FINES AND ENFORCEMENT; GRIEVANCE PROCEDURE**

- 8.01 The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

1. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
2. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
3. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
4. Notwithstanding paragraphs (1-3) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
  1. The violation is in direct defiance of a previous mandate from the Board of Directors.
  2. The violation was malicious in its intent.
  3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
  4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (*i.e. if alterations are made that cannot be restored to their original state.*)

8.02 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

### **8.03 Attorney Fees**

1. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
2. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the

Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

- 8.03 In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws, or within the Rules as stated above, or by applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period, to either in lieu of or in addition to fining, the Association may remove or correct the violation, the cost of which, including reasonable attorney fees, shall be borne by the Unit Owner.
- 8.04 Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

**8.05 GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
2. Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
  1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
    - a. Of the time, place and date of a hearing before the Grievance Committee.
    - b. Of the right to counsel.
    - c. That evidence shall be received and a record made whether or not the party complained against attends.
  2. The hearing shall be divided into two (2) sections:
    - a. The hearing.

- b. The determination and decision.
3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
6. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
  1. The award was procured by corruption, fraud or undue means;
  2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
  3. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
  4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

**Creekside Crossing Condominium Association, Inc.**

**Exhibit A - Pet Permit**

The Association hereby issues this permit to:

\_\_\_\_\_

*(Name of unit owner or occupant)*

\_\_\_\_\_

*(Unit address)*

To keep the following described pet(s):

Type of animal	Description	Village License (if applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Such permit is issued subject to the terms and conditions set forth below and in applicable provisions of the *Creekside Crossing Condominium Association, Inc. Declaration* and the Association's *Bylaws and Rules and Regulations*.

This permit constitutes a revocable license and may be revoked following notice to the pet owner and a hearing before the Association's Board of Directors if, in the reasonable judgment of the Association's Board of Directors, there is any breach of this license or the *Creekside Crossing Condominium Association, Inc. Declaration* or the Association's *Bylaws and Rules and Regulations* and regulations related to pets, or for any other reason permitted in the *Creekside Crossing Condominium Association, Inc. Declaration*. Upon revocation of this permit, the permit holder shall be responsible for any costs, including, but not limited to reasonable attorney's fees, incurred by the Association in enforcing its rights hereunder, which may be added as a special assessment against the condominium unit for which the permit was issued.

**Creekside Crossing Condominium Association, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

The undersigned hereby acknowledges receipt of a copy of the *Creekside Crossing Condominium Association, Inc. Rules and Regulations* and in consideration of the issuance of this license, agrees to be bound by the terms thereof.

Owner signature \_\_\_\_\_

Printed name \_\_\_\_\_

Dated \_\_\_\_\_