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DECLARATION OF BRONZE LEAF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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282/0810-112-0459-2; 282/0810-112-0465-2

Tax Parcel Identification Numbers

There are no objections to this condominium with respect to Sec. 704 Wis. Stat. and is hereby approved for recording.

Dated this 9 day of August, 2019

Dane County Planning and Development

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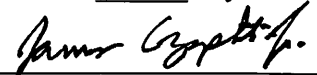
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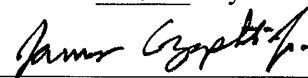
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**DECLARATION OF CONDOMINIUM
OF
BRONZE LEAF CONDOMINIUM**

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin (the "*Act*"), Chapter 703, Wisconsin Statutes, by Weybridge Village Corp., a Wisconsin corporation, (the "*Declarant*").

**ARTICLE I
DECLARATION AND STATEMENT OF PURPOSE**

The Declarant declares that the lands legally described in Article II and shown on the Condominium Plat attached as **Exhibit I**, together with all improvements to be constructed thereon and all easements, rights, and appurtenances pertaining thereto (the "*Condominium*"), is subjected to this Declaration and to the condominium form of ownership as provided in the Act.

**ARTICLE II
LEGAL DESCRIPTION, NAME/ADDRESS,
RESTRICTIONS AND DEFINITIONS**

2.1 Name/Address. The name of the Condominium is Bronze Leaf Condominium. The principal address is 2951 W. Main Street, Sun Prairie, WI 53590.

2.2 Legal Description. The real estate subject to this Declaration is Lot 1 of Certified Survey Map No. 15088, as recorded in Volume 106, Pages 322-326, as Document Number 5478090 in the Office of the Dane County Register of deeds and as shown on the Condominium Plat attached as **Exhibit I** (the "*Land*").

2.3 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

- (a) General taxes not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;
- (c) All other easements, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances;
- (e) All other governmental laws and regulations applicable to the Condominium; and
- (f) All mortgages of record.

2.4 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III
UNITS

3.1 Definition. “*Unit*” shall mean the part of the Condominium intended for independent living use located within a Building, including the attached garage space assigned to that Unit, as shown on the Condominium Plat. The buildings shown on the Condominium Plat may be referred to individually as a “*Building*” and collectively as the “*Buildings*”.

3.2 Description/Boundaries of Unit. A Unit in the Condominium shall include:

(a) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The parametrical boundaries of the cubicles shall be the inside face of the studs or concrete forming the walls, extended to an intersection with the upper and lower boundaries. The upper boundary of each Unit shall be the inside face of the studs or joists forming the ceiling. (The attic or crawlspace, if any, is not part of the Unit but are part of the Common Area.) The lower boundary of each Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor, including concrete surfaces. The cubicles of air shall include the attached garage space.

(b) Any and all appliances and other fixtures contained in the Unit, which items may include, but not be limited to, refrigerator, dishwasher, disposal, laundry equipment including dryer ducting, range, range hoods, intake and exhaust fans, compactor, cabinets, carpeting, floor covering, wall coverings, electric baseboard heaters, electric wall heaters, furnaces including ducts, radiators including piping, controls for heating system, air conditioning equipment including any external components and including ducts, humidifier and dehumidifier systems, controls for air conditioning systems, and security systems.

(c) All amenities attached to the Unit (to serve that specific Unit only) by the prime contractor or subcontractor, or subsequently attached thereto by the Unit Owner or at his or her direction together with any improvements or alterations thereto, although said items may be outside the defined cubicle of air, and shall include but are not limited to the following:

(1) All drywall;

(2) All doors, including garage doors, windows and glass, if any, their casements, and all of their opening, closing, and locking mechanisms and hardware;

(3) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box.

(4) All cable including but not limited to telephone, fax, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving it;

(5) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the main water, sewage lines and natural gas exterior connection (prior to any utility meter) at the lowest level of the Unit including, but not limited to, utility meters, water heaters, water softeners, and water filters; and

(6) Any free standing fireplace, including its chimney, serving the Unit.

(d) Specifically not included as part of the Unit are driveways, steps, stoops and sidewalks leading to any Unit, and decks and patios adjacent to any Unit, which items shall be Limited Common Elements as set forth in the Condominium Plat or any amendment thereto. Also specifically not included as part of the 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.

3.3 Improvements and Alterations to Unit. 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 approval of the Association, which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. 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. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.4 Common Ingress/Egress Between Adjoining Units; Removal of Common Wall. Unit Owner(s) of two adjoining Units which are located within a single building may construct so as to provide and maintain ingress and egress between said adjoining Units, either through a common wall, or by removing all or part of any common wall which separates said adjoining Units, provided that all construction is performed so as to: (i) not change the exterior appearance or outside dimensions of either of said adjoining Units, (ii) not remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining Units, and (iii) not create a nuisance substantially affecting the use and enjoyment

of other Units or the Common Elements, and further provided that the expenses incurred in connection therewith, and for restoration of any such changes made, so as to conform said Units to the original floor plans as shown on the Condominium Plat, when necessary, are paid by the (respective) Unit Owner(s) of said adjoining Units. In addition, notwithstanding any such interior changes made as herein provided, all adjoining Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments. Such modification shall require the approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. The creation of such common ingress/egress or removal of common wall does not constitute a relocation of the boundaries of the Units or the merger of Units. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.5 Relocation of Unit Boundaries, Merger of Units, Separation of Merged Units. Subject to the provisions of Section 703.13(6), (7) and (8) of the Act, the Owner or Owners of adjoining Units may relocate the boundaries between the adjoining Units, merge adjoining Units, and separate a merged Unit to adjoining Units. Such modification shall require the approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.6 Identification. Units shall be identified by Unit number as specified on the Condominium Plat of the Condominium, which shall be recorded contemporaneously with this Declaration.

ARTICLE IV COMMON ELEMENTS

4.1 Definition. “*Common Elements*” shall mean all of the Condominium except the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets, and pedestrian walkways, if any, situated on the Land.
- (c) The foundations, columns, pilasters, girders, beams, front balconies, supports, and 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;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (f) Mailbox islands.

4.2 Use. Except as otherwise provided herein, and subject to the Bylaws of the Association, as hereinafter defined, and subject to any Rules and Regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to Owners of all Units.

4.3 Percentage Interest. There shall be appurtenant to the Units an undivided interest in the Common Elements (the "**Percentage Interest**") equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article XIV, the Percentage Interest shall be recalculated. Initially, each Unit has a Percentage Interest in the Common Elements equal to one twenty-fourths.

4.4 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 referenced therein. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of a Unit Owner's individual interest in the Common Elements shall be void unless the Unit to which it is attached is also transferred.

ARTICLE V LIMITED COMMON ELEMENTS

5.1 Definition. "**Limited Common Elements**" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Owners of Units.

5.2 Description. The Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include the adjacent patio or deck, stoop, walk, and the driveway extending from the Unit to the main drive thoroughfare, and all parking spaces identified on the Condominium Plat as reserved for any Building or Unit, and any improvements thereto as permitted in Section 5.4 below.

5.3 Use. Except as otherwise provided herein or in the Bylaws of the Association or as may be regulated by the Association, pursuant to its adopted Rules and Regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Each Unit Owner shall have the perpetual unrestricted right of ingress and egress from his or her Unit over said Limited Common Elements associated with the Unit.

5.4 Improvements to Limited Common Elements. Subject to the provisions herein provided, a Unit Owner may improve, including the enclosure of, the limited common elements appurtenant exclusively to that Owner's Unit if all of the following conditions are met:

- (a) A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of

the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.

(b) The improvements will not interfere with the use and enjoyment of the Units of the other Unit Owners nor the Common Elements or Limited Common Elements of the Condominium.

(c) The improvement will not impair the structural integrity of the Condominium.

(d) Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association.

(e) All costs and expenses of the improvement and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association or of other Unit Owners that otherwise might result from the improvement.

(f) A copy of any required building permit must be provided to the Association prior to the commencement of any construction.

5.5 Temporary Limited Common Elements. During the original construction of a building that will, when finished, contain one (1) or more Units or other improvements, the building site or site of improvements shall be designated as a Temporary Limited Common Element. The building/improvement site shall be more specifically determined by the Declarant or its assigns, which shall have the exclusive use of such area during the construction period (for the Declarant and the Declarant's contractors and subcontractors and respective employees and agents) and shall be responsible for all costs of the original construction, road and parking improvements, and landscaping within the building site. Upon the issuance of an occupancy permit for the Unit or Units within the Building by the municipality in which the Condominium is located, the temporary Limited Common Element for the building site shall terminate and the building site shall then become a Unit or Units, Common Element or Limited Common Element, as hereinbefore defined and as shown on the Condominium Plat.

ARTICLE VI USES

6.1 Residential Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business, whether for profit or not for profit, except for Home Occupation as that term or such similar term is defined in the ordinances of the City of Sun Prairie. Each Unit shall be used for single-family purposes. The term "family" shall have the meaning set forth in the zoning code of the City of Sun Prairie, as such provision may be amended from time to time. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with all Ordinances of the municipality in which the Condominium is located, and any other

restrictions as contained in the Association Bylaws and any Rules and Regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium.

6.2 Leasing. No Unit shall be leased or rented for hotel or transient purposes. No Unit Owner, other than Declarant, may have more than one Unit that the Unit Owner owns leased or rented at any one time. No Unit shall be leased or rented except as follows:

(a) Limits On Number Of Units Rented. The Association shall not approve the leasing of more than three (3) Units at any given time. The restrictions against leasing contained in this Section 6.2 shall not apply to leases of the Units by the Declarant or the leasing of a Unit to a member of the Unit Owner's Immediate Family. The term "***Immediate Family***" shall mean the Unit Owner's lineal ascendants, lineal descendants, siblings, or spouse of siblings whether by blood or by adoption.

(b) Requirements For Leasing Units. Subject to Section 8.03(a), a Unit may be rented by written lease, provided that:

(1) The term of any such lease shall not be less than twelve (12) months;

(2) The lease shall not automatically renew (i.e., after expiration of the initial lease there would need to be a new lease subject to approval of the Association under this Section 6.2);

(3) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(4) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(5) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(c) Standard For Approving or Denying The Leasing of a Unit. The Association may withhold approval on 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.

(d) Violations / Remedies. In addition to those remedies set forth in Article XVII, the Association shall have the following remedies available for any violation of this Section 6.2.

(1) During the term of any lease of all or any part of a Unit, the Unit Owner shall remain liable for the compliance by its tenants 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. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

(2) In the event that an Unit Owner leases out its Unit or any portion of its Unit in violation of this provision, the Association may impose a daily fine up to the greater of: (i) an amount equal to the daily rental amount being charged by Owner to its tenant, and (ii) \$100 (this daily fine shall be increased every five years by 10%).

(3) In addition to any fines imposed under this Section, the Unit Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees incurred to enforce this Section, any action the Association takes against the Unit Owner's tenant, and for the collection of any outstanding amounts owed by the Unit Owner to the Association under this Section.

6.3 Sign Restriction. Except for Condominium Association identification signs, traffic control signs, maintenance building identification signs and building address signs, and such other signs as approved in the Rules and Regulations, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except (1) the Declarant shall have the right to exhibit one or more temporary project identification signs and sale office signs with related marketing information and "For Lease" or "For Sale" signs in Units owned by the Declarant. In lieu of individual "For Sale Signs" in front of the individual Units, the Association shall maintain and the Unit Owners shall utilize a common "For Sale" sign complex.

6.4 Animal Restriction. Only animals as permitted in the Association Rules and Regulations shall be allowed in the Condominium and its Units and only if such animal(s) does (do) not unreasonably disturb the other residents. Owners of such animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective Owner's Unit and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements. Furthermore, the owner of any such animal shall be responsible for the immediate removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit Owner.

6.5 Use of Units by Declarant. Notwithstanding anything else contained in this Declaration, Declarant shall be entitled to use all Units owned by Declarant as models and for sales and leasing activities, and Declarant reserves the right to erect signs or other entryway features at the entrances to the Condominium and to erect appropriate signage within the Units and elsewhere relating to the sale or leasing of Units.

6.6 Enforcement. This Article VI shall be binding upon all Unit Owners and shall be enforced in the Remedies set forth in Article XVII. Any and all attorneys' fees and other expenses incurred by the Declarant or the Association in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII UNIT OWNER

A "**Unit Owner**" shall mean a person, combination of persons, partnership, corporation or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units for which an occupancy permit has been issued by the municipality in which the Condominium is located.

ARTICLE VIII ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.1 Definition. "**Association**" shall mean the Bronze Leaf Homeowners Association, Inc., a Wisconsin nonstock corporation organized and existing under and pursuant to Wis. Stat. § Chapter 181.

8.2 Membership. Every Unit Owner shall be entitled and required to be a member of the Association and shall be subject to its Articles of Incorporation, Bylaws, and Rules and Regulations adopted by it for use and management of the Condominium. By becoming members of the Association, each Unit Owner automatically assigns the management and control of the Common Elements of the Condominium to the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner(s). Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

8.3 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person

has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. 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 current mailing address Mortgagee of the Unit, if any, has been provided 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 or to pay such obligation has not been paid at the time of voting. Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Dane County Register of Deeds.

8.4 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 8.5, 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 such period of Declarant control 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, or (c) thirty (30) days after the Declarant's election to waive its right of control.

8.5 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 $\frac{1}{3}$ %) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 8.4 and this Section 8.5, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the total number of Units under this Declaration and the Condominium Plat.

8.6 Termination of Control. Upon termination of the above specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units

have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

8.7 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers and obligations by a written recorded instrument to any other party who assumes such rights, powers and obligations. Upon the recording of any such assignment, such assignee shall become the "**Declarant**" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and the assignee named therein.

8.8 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

8.9 Rules and Regulations. The Association may, by action of its Board of Directors taken in accordance with the Bylaws, adopt such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

ARTICLE IX REPAIRS AND MAINTENANCE

9.1 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit, except to the extent any repair cost is paid by any Association's insurance policy described in Article X. 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 therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.2 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit. If the Unit Owner fails to maintain the general cleanliness and presentability of a Limited Common Element, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition 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 therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.3 Common Elements. Except as provided in Section 9.2, 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, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. Unless otherwise undertaken by the Association, each Unit Owner shall be responsible for snow and ice removal from the patio or balcony serving his or her Unit.

9.4 Entry By Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of Units as set forth in Sections 9.1 and 9.2, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of twenty-four (24) hours from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

9.5 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element 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, Limited 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, Limited Common Element 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 be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

ARTICLE X INSURANCE

10.1 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, casualty, and extended coverage/all risk/special form insurance coverage for the Common Elements, and for the Association's service equipment, supplies and personal property. Insurance coverage 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. 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 this Article X.

10.2 Public Liability Insurance. 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 \$500,000.00 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. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

10.3 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than one hundred percent (100%) of the Association's annual operating expenses and reserves.

10.4 Unit Owners' Insurance. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for his or her Unit for not less than the full replacement value thereof. Unit Owners are encouraged to submit copies of the disclosure

materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.

10.5 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin.

10.6 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

10.7 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

**ARTICLE XI
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

11.1 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.

11.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, 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 addendum to Condominium Plat or amendment to Condominium Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.3 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.

11.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Article X 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 10.6. (Any insurance purchased by the Association pursuant to Section 10.4 shall be held by the Association as trustee for the subject Unit Owner(s) and used to pay for Unit Owner repairs to the extent that insurance funds are available. The Association shall not be liable for any deficiencies.)

11.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association (other than deficiencies in funds available to make repairs to a Unit or Units), 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.

11.6 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 repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements.

11.7 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 XII EMINENT DOMAIN/CONDEMNATION

12.1 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.

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

12.3 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 approved by the Board of Directors of the Association and a majority of the first Mortgagees 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 addendum to the Condominium Plat or an amendment to the Condominium Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.4 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. Each Unit Owner shall be responsible for rebuilding his or her Unit.

12.5 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.

12.6 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.

12.7 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 XIII
COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS

13.1 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association shall be deemed to be common expenses (the “**Common Expenses**”), including, without limitation, expenses incurred for landscaping and lawn care, snow shoveling and plowing; improvements to the Common Elements, common grounds security lighting, municipal utility services provided to the Common Elements, trash collection, and maintenance and management salaries and wages.

13.2 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. 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 the total Common Expenses. Furthermore, if 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.

13.3 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 Unit or Limited Common Element maintenance as required of the Unit Owner or destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of moneys owed to the Association under any provision of this Declaration, 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.

13.4 Payment of General and Special Assessments by Automatic Withdrawal. The Association may require payment of general and special assessments by each Unit Owner by automatic withdrawal from a depository account. Upon the Association requiring payment by automatic withdrawal, each Unit Owner shall open the necessary depository account and shall provide the Association such information, forms and authorization as necessary to facilitate such automatic withdrawal.

13.5 Common Surpluses. If the surpluses of the Association (the “*Common Surpluses*”) should be accumulated, other than surpluses in any construction fund, 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.

13.6 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.

13.7 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the “*Manager*”), including one or more affiliates of Declarant, under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. 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. The Association may obtain, contract and pay for legal and accounting services necessary or desirable in connection with the operation, management and control of the Condominium community or the enforcement of the provisions of the Declaration.

13.8 Enforcement. The assessments, both general and special, of Common Expenses, together with such interest as the Association may impose hereunder or in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

13.9 Suspension of Voting Rights. If any assessment, both general and special, of Common Expenses is delinquent and a statement of Condominium lien as described in Section 703.16(9) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.10 Responsibility of Transferees for Unpaid Assessments. Unless otherwise provided by law, with regard to transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit accruing up to the time of transfer, without prejudice to the transferee's right to recover from the transferor

the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments due and payable by the transferor, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge reasonable fees for providing such statements.

13.11 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

13.12 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual Condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under Section 703.163 of the Wisconsin Statutes.

ARTICLE XIV RIGHT TO EXPAND

14.1 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described as Lot 2 of Certified Survey Map No. 15088, as recorded in Volume 106, Pages 322-326, as Document Number 5478090 in the Office of the Dane County Register of deeds and as shown on Condominium Plat attached as **Exhibit I**. Such right to expand can be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Office of the Dane 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. Notwithstanding Article XV or any other provision in this Declaration, Declarant shall have the absolute and sole right to amend this Declaration and the Condominium Plat to accomplish the purposes of this Article XIV.

14.2 Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be forty (40). Declarant currently anticipates that the Units will be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location 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 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.

14.3 Effect on Percentage Interest in Common Elements and Voting. Upon any expansion as described in this Article, the Percentage Interest in the Common Elements appurtenant to each Unit shall be calculated as set forth in Section 4.3. Upon any expansion, each Unit in the Condominium shall have one vote subject to the rights and restrictions set forth in Article VIII.

14.4 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by the Declarant, is recorded in the Office of the Dane County Register of Deeds, which amendment shows the new Percentage Interests of the Unit Owners and the votes that 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 effecting an expansion of the Condominium.

14.5 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, will have the Percentage Interests in the Common Elements, liabilities in the Common Expenses, and rights to Common Surpluses (as defined below), and will have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee will attach, by operation of law, to the new Percentage Interest in the Common Elements appurtenant to the Unit on which it has a lien.

ARTICLE XV AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of at least seventy-five percent (75%) of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any nonconsenting Unit Mortgagee. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association.

Notwithstanding the foregoing, each Unit Owner and Mortgagee hereby makes, constitutes, and appoints the Declarant, by its authorized agent, as their true and lawful attorney for them and in their name, place and stead, to execute, deliver and record amendments to the Declaration, provided such amendments are only intended to (a) correct errors or omissions or clarify ambiguities, (b) cause the Declaration to be in compliance with the Act, or (iii) cause the Declaration to include provisions regarding Mortgagee rights which, in the reasonably exercised discretion of Declarant, will encourage lenders to make, purchase, insure or guarantee Mortgages.

No amendment executed pursuant to this Article XV may change the definition of a Unit, increase the number of Units, alter the boundaries of Common Elements or Limited Common Elements, or increase the Assessments otherwise provided for herein. The power of attorney hereby granted is coupled with an interest and shall survive the death or incompetency of a Unit Owner and the effective time when the Declarant relinquishes control of the Association as provided in Section 8.6.

ARTICLE XVI NOTICES

16.1 Notices to Resident Agent. The person to receive service of process for the Condominium or the Association shall be Thomas G. DeBeck, Weybridge Village Corp., 8500 Greenway Boulevard, Middleton, Wisconsin 53562 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

16.2 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

16.3 Notices to Mortgagees/Land Contract Vendor. Any first mortgagee (including the holder, insurer or guarantor thereof) or land contract vendor of a Unit, upon written request to the secretary of the Association stating the name and address of the requesting entity and the name of the Unit Owner, Unit number and Unit address on which the entity holds its interest, shall be entitled to notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing the mortgage or land contract, (b) any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of a Unit secured by said mortgage or land contract of any obligation under the Condominium Declaration, Bylaws, Rules and Regulations, and related documents, (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Notice shall be given by personal delivery or sent by first class mail to the Mortgagee at the address provided for in said written request.

ARTICLE XVII 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 City of Sun Prairie or the County of Dane 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 XIII), to the extent that he or she 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. 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 therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article XIII. 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. In the event that the Declarant becomes subject to litigation relating to this Declaration and the Declarant is the prevailing party in said litigation, the Declarant shall have the right to recover in addition to all other damages and relief, its costs and reasonable attorney fees incurred in such litigation.

ARTICLE XVIII EASEMENTS

18.1 General. A blanket easement is hereby reserved over, through and underneath the Units, the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights, and for police, fire and emergency vehicles, and for any other purposes for which a blanket easement is created upon, across, over, through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto. Specific easements for drainage, utility service, including but not limited to installation, replacement, repair and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Declarant and the Association. Specific easements for ingress and egress, other than as set forth above, are reserved to the Declarant and the Association for the purpose of installation or making any repairs and/or maintenance to any

utility such service lines and/or systems, including drainage, which are the obligation of the Association. The Declarant or Association may grant such easements to public or private utilities as necessary. The Association shall be responsible for any damage resulting from such installation, maintenance and/or repairs as set forth above. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Declarant and 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. 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.

18.2 Bronze Leaf Lane.

(a) Maintenance, Repair and Replacement of Private Road. The private road labeled as Bronze Leaf Lane (the "***Private Road***") that allows ingress and egress to the Units as shown on the Condominium Plat is a Common Element. The maintenance, repair and replacement of the Private Road shall be the obligation of the Association, and such costs shall be Common Expenses.

(b) Easement. The Private Road is intended for year-round vehicular, bicycle and pedestrian ingress and egress between the Units, the Private Road, West Main Street, Westmount Drive, and any future connecting public roads. In addition to the Unit Owner's right to sue the Private Road, an easement is granted for such use to the Unit Owners' employees, customers, guests, invitees, contractors, and subcontractors. The Association shall have the right to grant easements for the use of the Private Road as it deems necessary in its sole discretion, and to pass any regulation or rule that may limit such use so long as such limitation promotes the orderly and safe use of the Private Road.

(c) Future Dedication of Private Road. The Private Road is private and no dedication to the public shall occur except by agreement between the applicable governmental jurisdiction and the Association. Any dedication of the Private Road to the applicable governmental jurisdiction shall only require the approval by the Unit Owners holding a majority of the votes in the Association. In the event that the City of Sun Prairie and the Association agree to the dedication of the Private Road, the Association shall take all necessary steps and execute all necessary documents to complete such dedication so long as the Association will not incur material costs to complete the dedication process. By purchasing a Unit subject to this Declaration, each Unit Owner hereby affirmatively consents to the future dedication of the Private Road to the City of Sun Prairie subject to the procedure set forth hereunder.

(d) Default Regulations. Unless subsequently modified, expanded or limited by the Association, the following default regulations shall apply to the Private Road:

(1) **Speed Limit.** The default speed limit on the Private Road shall be twenty five (25) miles per hour.

(2) **Parking, Stopping and Standing.** There shall be no parking, stopping, or standing allowed on any portion of the Private Road when such parking, stopping, or standing would obstruct traffic. Only temporary parking of less than twelve (12) hours is allowed on the Private Road.

(3) **Snow Emergency and Winter Parking.** No person shall park a motor vehicle, trailer, or any other moveable equipment on any Private Road if there is a declared snow emergency or between 12:00 midnight and 6:00 a.m., from November 15 to April 1 of each year.

(4) **Enforcement.** The City of Sun Prairie is hereby given the authority to enforce the traffic and parking regulations on the Private Road as set forth in this Section and subsequently adopted by the Association.

(e) **Declaration of Road Easement.** Notice is hereby given to all Unit Owners that an easement for use of the Private Road has been granted to Lot 2 of Certified Survey Map No. 15088, recorded in Volume 106, Pages 322-326, as Document Number 5478090. A copy of the Road Easement is attached as **Exhibit II** to this Declaration.

ARTICLE XIX GENERAL

19.1 **Utilities.** Each Unit Owner shall pay for his or her telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are separately metered or billed for each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. The Association shall have the right to use any outside water connections billed to a Unit Owner's water meter to provide water for maintenance of exterior Common Elements (lawn, trees and shrubs) adjacent to and in the vicinity of the Unit.

19.2 **Encroachments.** If any portion of a Unit, Limited Common Elements or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Declarant or Association may record an amended Condominium plat showing such as built Units, Limited Common Elements or Common Elements.

19.3 **Nuisances.** No nuisances shall be allowed upon the property comprising the Condominium, 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 unreasonable increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition.

19.4 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's Bylaws, or of any Rules and Regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions shall not be affected.

19.5 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

19.6 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

19.7 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

EXECUTION PAGES FOLLOW

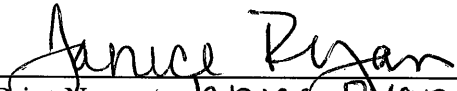
IN WITNESS WHEREOF, this Declaration has been executed this 29th day of July, 2019.

WEYBRIDGE VILLAGE CORP.

By: 
Thomas G. DeBeck, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 29th day of July, 2019, the above-named Thomas G. DeBeck, to me known to be the President of Weybridge Village Corp., who executed the foregoing and acknowledged the same.


Print Name: Janice Ryan
Notary Public, State of Wisconsin
My Commission expires: 10-21-21

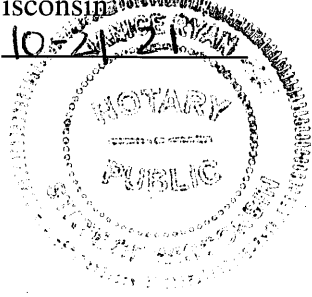


EXHIBIT I

See Attached Copy of the Condominium Plat

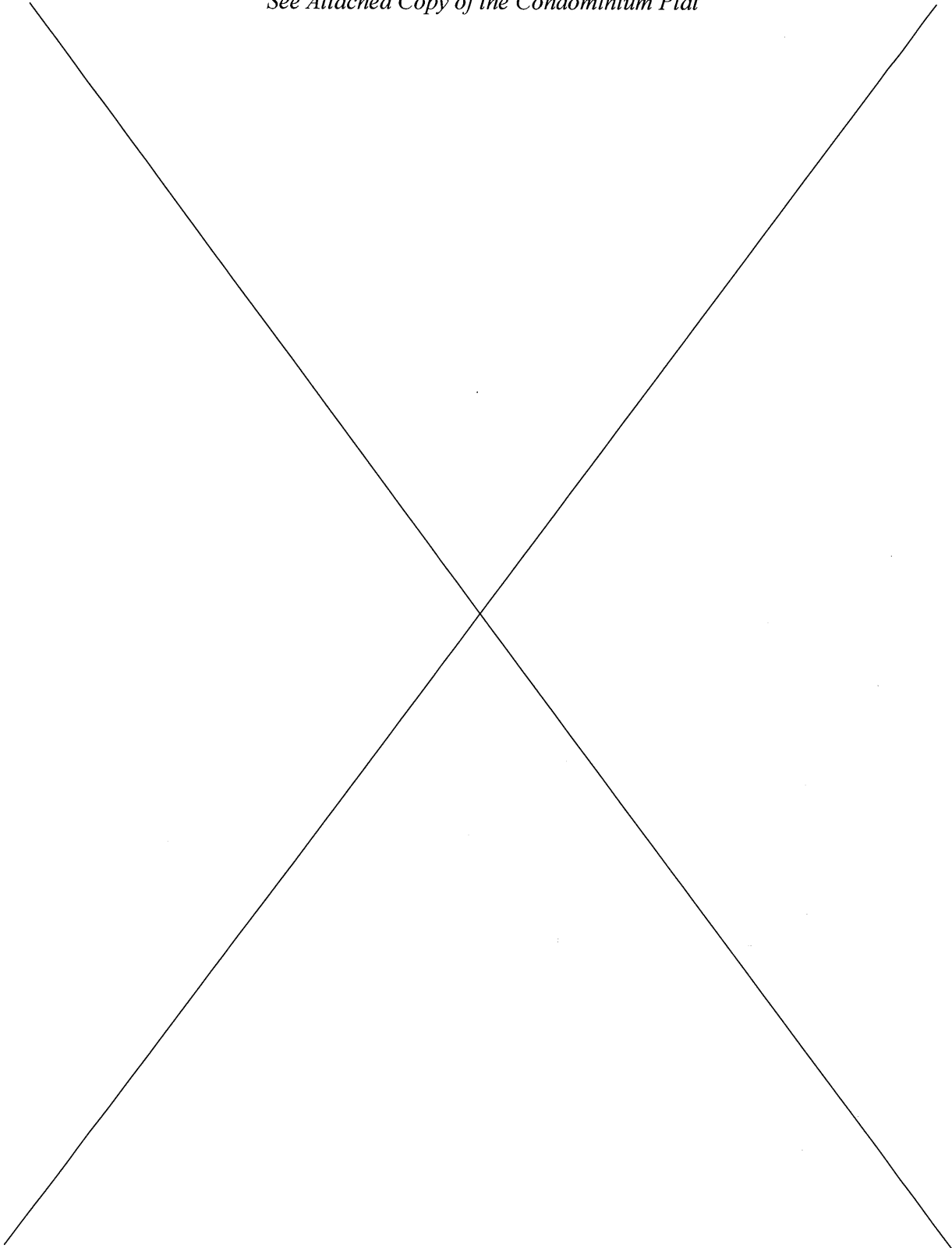


EXHIBIT I
TO
DECLARATION OF CONDOMINIUM

SURVEYOR'S CERTIFICATE

I, Eric E. Larson, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Parcel 1 and Lot 2 of Certified Survey Map No. 15088, as recorded in Volume 106, Page 322-326, as Document Number 5478090, Dane County Register and located in the Northwest Quarter of Section 11, Township 8 North, Range 10 East, City of Sun Prairie, Dane County, Wisconsin. Parcel is subject to easements and restrictions of record.

I further certify that this condominium plat correctly represents the condominium described, that the floor plan or expanded from plans furnished by the architect, and the location and identification of each unit and the common elements can be determined from the plat.

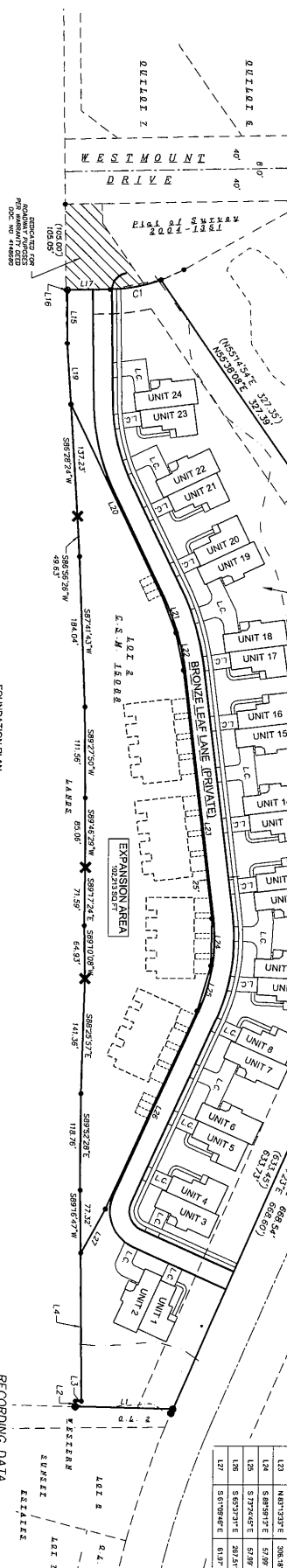
Dated this _____ day of _____, 2019.

Eric E. Larson, P.L.S. No. 2019

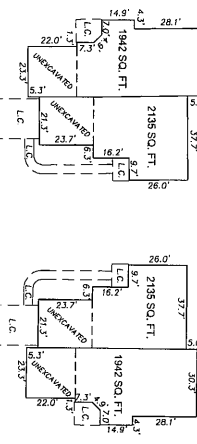
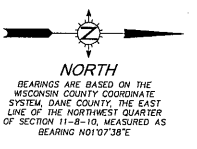
DECLARED AREA: Certified Survey Map No. 15088, as recorded in Volume 106, Page 322-326, as Document Number 5478090, Dane County Register and located in the Northwest Quarter of Section 11, Township 8 North, Range 10 East, City of Sun Prairie, Dane County, Wisconsin. Parcel is subject to easements and restrictions of record.

DECLARED AREA: Certified Survey Map No. 15088, as recorded in Volume 106, Page 322-326, as Document Number 5478090, Dane County Register and located in the Northwest Quarter of Section 11, Township 8 North, Range 10 East, City of Sun Prairie, Dane County, Wisconsin. Parcel is subject to easements and restrictions of record.

Parcel contains 265,787 Sq. Ft. (6.10 Ac.)



- LEGEND**
- 3/4" SQUID IRON ROD FOUND
 - 1" SQUID IRON ROD FOUND
 - 3/4" x 1/8" SQUID IRON RE-ROD SET
 - WT: 1.50 lbs./ft.
 - ✕ NOT MONUMENTED (UNDER TREE)
 - () INDICATES RECORD AS DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.
 - 75' WETLAND SETBACK LINE
 - L.C. (LIMITED COMMON ELEMENT)



NOTES

1. The property is subject to any and all easements and encumbrances, recorded and unrecorded.
2. Parties holding easements and easements appurtenant to the adjoining units are limited common elements.
3. Unit not depicted on plan or Limited Common Elements are Common Elements.
4. Unit dimensions based on certified plans.
5. Unit dimensions to the unit exterior.

ADDRESS PLAN

UNIT NO.	ADDRESS NO.	UNIT NO.	ADDRESS NO.
1	2845	13	3040
2	2846	14	3044
3	2846	15	3052
4	2850	16	3056
5	2858	17	3060
6	2858	18	3064
7	3012	19	3072
8	3016	20	3076
9	3016	21	3080
10	3024	22	3084
11	3032	23	3088
12	3036	24	3096

CORNER TABLE

NUMBER	CENTRAL ANGLE	ARC LENGTH	RADIUS	CHORD	CHORD BEARING
1	79°09'17"	63.29'	198.02'	63.00'	N 10°49'19" W
2	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
3	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
4	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
5	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
6	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
7	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
8	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
9	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
10	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
11	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W
12	63°42'59"	63.31'	198.02'	63.00'	N 10°49'19" W

LINE TABLE

NUMBER	DESCRIPTION	LENGTH
1	S 10°09'17" W	141.76'
2	S 10°09'17" W	141.76'
3	S 10°09'17" W	141.76'
4	S 10°09'17" W	141.76'
5	S 10°09'17" W	141.76'
6	S 10°09'17" W	141.76'
7	S 10°09'17" W	141.76'
8	S 10°09'17" W	141.76'
9	S 10°09'17" W	141.76'
10	S 10°09'17" W	141.76'
11	S 10°09'17" W	141.76'
12	S 10°09'17" W	141.76'
13	S 10°09'17" W	141.76'
14	S 10°09'17" W	141.76'
15	S 10°09'17" W	141.76'
16	S 10°09'17" W	141.76'
17	S 10°09'17" W	141.76'
18	S 10°09'17" W	141.76'
19	S 10°09'17" W	141.76'
20	S 10°09'17" W	141.76'
21	S 10°09'17" W	141.76'
22	S 10°09'17" W	141.76'
23	S 10°09'17" W	141.76'
24	S 10°09'17" W	141.76'

There are no objections to this condominium with respect to Sec. 703.03 of this State, and is hereby approved for recording.

Dated this _____ day of _____, 2019.

Dane County Planning and Development

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this _____ 2019, at _____ o'clock _____ M, and recorded in Volume _____ of _____ of _____ Plat, on pages _____ of _____ Dec. No. _____

Dane County Register of Deeds

BRONZE LEAF CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

LOT 1 OF CERTIFIED SURVEY MAP NO. 15088, AS RECORDED IN VOLUME 106 ON PAGES 322-326, AS DOCUMENT NUMBER 5478090, DANE COUNTY REGISTER, ALSO LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 11, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN.

REVISIONS:

DATE: 03-06-2019

BY: 17107/30

SHEET 1 OF 1



PREPARED FOR:
WATERLOO VILLAGE CORP.
8500 GREENWAY BLVD
SUITE 202
MIDDLETON, WI 53582

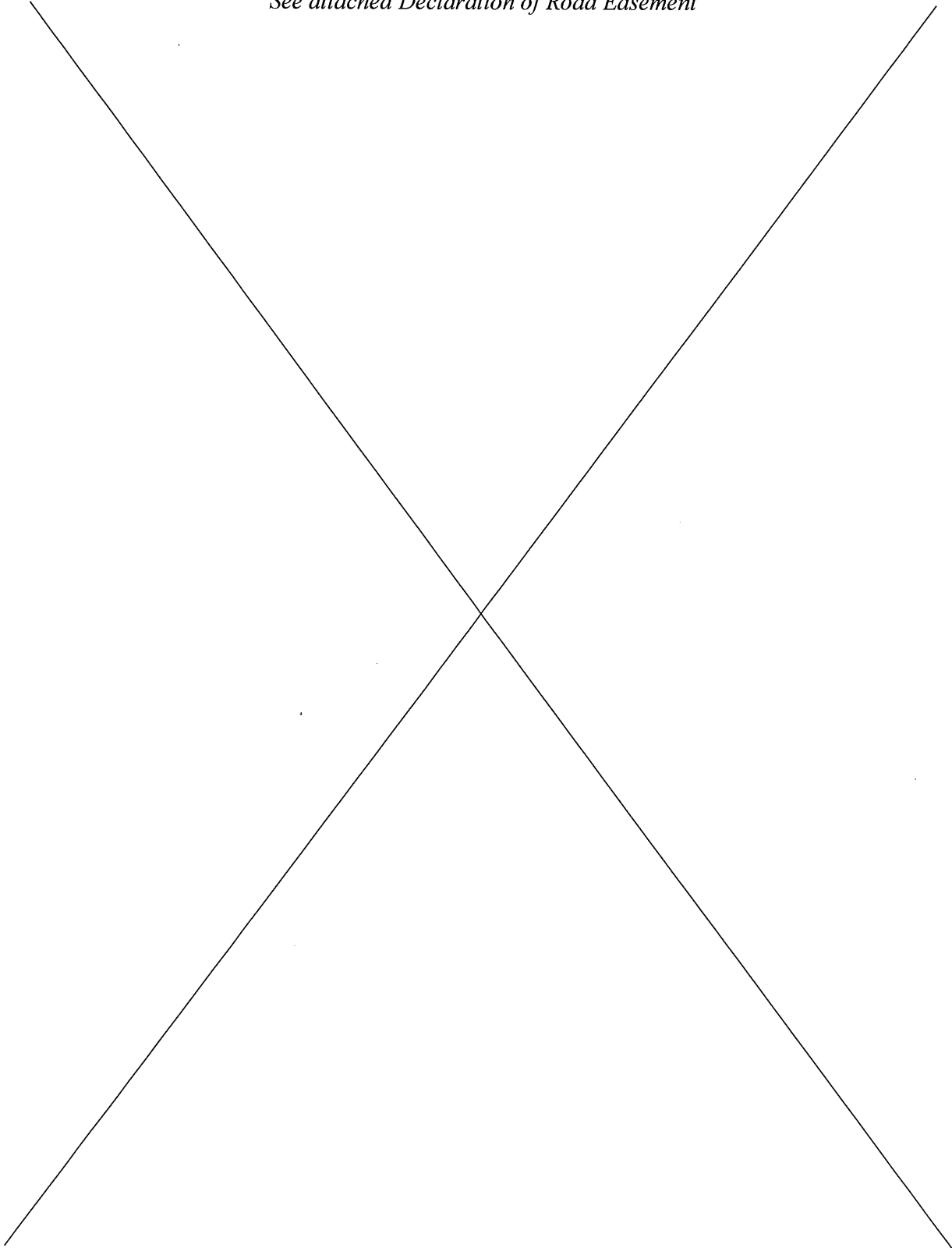
PREPARED BY:
SNYDER & ASSOCIATES, INC.
5010 VOICES ROAD
MADISON, WI 53718
(608) 839-0444
www.snyder-associates.com

UNITS 5, 6, 9, 10, 13, 14, 17, 18, 21, 22, 23, 24

UNITS 1, 2, 3, 4, 7, 8, 11, 12, 15, 16, 19, 20

EXHIBIT II

See attached Declaration of Road Easement



**EXHIBIT II
TO DECLARATION OF CONDOMINIUM**

DECLARATION OF ROAD EASEMENT

This Document was drafted by and
should be returned to:

Robert C. Procter, Esq.
Axley Brynerson, LLP
2 East Mifflin Street, Suite 200
Post Office Box 1767
Madison, WI 53701-1767

282/0810-112-0459-2; 282/0810-112-0465-2

Tax Parcel Identification Numbers

**EXHIBIT II
TO DECLARATION OF CONDOMINIUM**

DECLARATION OF ROAD EASEMENT

This Declaration of Road Easement (the "**Easement**") is made effective this August ____, 2019 by the Bronze Leaf Homeowners Association, Inc. ("**Grantor**") and Weybridge Village, Corp. ("**Grantee**").

RECITALS:

A. On August ____, 2019, Grantee recorded the Declaration of Condominium (the "**Declaration**") and Condominium Plat creating Bronze Leaf, a Condominium (the "**Condominium**"). A true and correct copy of the Condominium Plat is attached as Exhibit A to this Declaration.

B. The legal description of the Condominium is:

Units 1 through 24 of Bronze Leaf, a Condominium, created by its Declaration of Condominium recorded on August ____, 2019, in the Dane County Office of the Register of Deeds, as Document No. _____, City of Sun Prairie, Dane County, Wisconsin.

C. The Condominium is a single family, residential development with a private road called Bronze Leaf Lane (the "**Private Road**") as shown on the Condominium Plat. Attached to this Easement is a copy of the Condominium Plat.

D. The Private Road is a Common Element as that term is used in the Declaration and in chapter 703 of the Wisconsin Statutes.

E. The Grantee has reserved the right to expand the Condominium to include the lands legally described as:

Lot 2 of Certified Survey Map No. 15088, as recorded in Volume 106, Pages 322-326, as Document Number 5478090 in the Office of the Dane County Register of deeds and as shown on the Condominium Plat (the "**Benefitted Property**").

F. The Grantor is an association of unit owners as that term is used in the Declaration and under Wis. Stat. § 703.15.

G. Pursuant to its authority under chapter 703 of the Wisconsin Statutes and the Declaration, the Grantor is providing an easement to the Benefitted Property to use the Private Road subject to the terms and conditions set forth herein until such time as the Condominium is expanded.

EASEMENT:

NOW, THEREFORE, The Grantor declares the Private Road is subject to the following Road Easement:

1. Road Use Easement. The Grantor grants an easement for the benefit of the Benefitted Property to use the Private Road (the "**Road Easement**"). The granting of this easement is to allow the Grantee to develop the Benefitted Property, and that the Road Easement shall provide ingress and egress to and from that development. The Road Easement shall be used for private road and utility purposes. The Road Easement shall permit year-round vehicular, bicycle and pedestrian ingress and egress to and from West Main Street, Westmount Drive, and any other

EXHIBIT II
TO DECLARATION OF CONDOMINIUM

future connected public road for the owner or owners of the Benefitted Property (or any portion of the Benefitted Property), their customers, tenants, guests, and invitees. The Road Easement shall be subject to only reasonable rules and regulations of use that are also imposed on the unit owners of the Condominium. The Road Easement may also be used by firefighting, emergency and other public vehicles and personnel for public services, emergencies, and fires and similar events.

2. Covenants Running with the Land. All the terms, conditions, covenants and other provisions contained in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Grantor and Grantee, and their respective successors and assigns. The Road Easement is an easement appurtenant to the respective properties and may not be assigned, transferred or conveyed separately from, or severed from, the title to such properties.

3. Expansion of Condominium to Benefitted Property. In the event that the Condominium is expanded per the terms of the Declaration to include a portion of the Benefitted Property, this Easement shall terminate as to the portion of the Benefitted Property added to the Condominium, and the Grantor and the owner(s) of the portion of the Benefitted Property added to the Condominium shall cease to have further right or liability to each other under this Easement; provided, however, that the portion of the Benefitted Property that is added to the Condominium shall then have those rights and liabilities as to the Private Road as set forth under the Condominium instruments. At such time that the Condominium is expanded to include all of the Benefitted Property, this Easement shall automatically terminate.

4. Maintenance of the Private Road.

a. *Obligations.* So long as the Benefitted Property is vacant land, it shall not bear any obligations or expenses relating to the maintenance, repair or replacement of the Private Road. If the Benefitted Property is developed and not added to the Condominium, then the Private Road shall be jointly maintained by the Grantor and the Grantee, with the Grantor and the Grantee each paying one-half of the maintenance, repair and / or replacement of the Private Road.

b. *Procedures.* If the Benefitted Property is developed and not added to the Condominium, then the procedures for any maintenance, repair or replacement of the Private Road shall follow these procedures. If the Private Road is in need of repair or maintenance (the "**Proposed Work**"), the party that desires that the Proposed Work be done shall give written notice to the other party. Such notice shall specify the nature, extent and estimated cost of the Proposed Work. If the other party refuses to agree to have the Proposed Work performed or disagrees, in writing, that such Proposed Work is needed, then, the party that proposed the work may: (i) agree to not have the Proposed Work done; or (ii) within thirty (30) days from the receipt of said written notice, submit the issue of the necessity, nature and extent, and estimated cost of the Proposed Work to binding arbitration pursuant to Wis. Stat. ch. 788 by one arbitrator. The sole arbitrator shall determine whether the Proposed Work is necessary, the nature and extent of the work to be done, and affirm the cost. If the arbitrator decides that the Proposed Work is necessary, then the Proposed Work shall be done within a reasonable time, each party shall be responsible for one-half the cost of the Proposed Work, and the party that refused to agree to or objected to the Proposed Work shall be responsible for the costs of the arbitration (i.e., the cost of paying the arbitrator, etc.). If the arbitrator decides that Proposed Work is not necessary, then the

**EXHIBIT II
TO DECLARATION OF CONDOMINIUM**

Proposed Work shall not be done, and the party that proposed the work and submitted it to arbitration shall be responsible for the costs of arbitration. Each Unit Owner shall bear their own attorneys' fees regardless of the arbitrator's decision.

5. Severability. If any term or condition of this Easement or the application of this Easement to any person or circumstances shall be deemed invalid or unenforceable, the remainder of this Easement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

6. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement.

7. Enforcement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.

8. Not a Dedication. Nothing herein shall be deemed a dedication of the private roads to Dane County or the City of Sun Prairie.

9. Recitals. The Recitals are incorporated into this Easement.

[THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY BLANK]

**EXHIBIT II
TO DECLARATION OF CONDOMINIUM**

IN WITNESS WHEREOF, this Declaration of Road Easement has been executed on this _____ day of August, 2019.

**BRONZE LEAF HOMEOWNERS
ASSOCIATION, INC.**

WEYBRIDGE VILLAGE, CORP.

By: _____
Thomas DeBeck, President

By: _____
Thomas DeBeck, President

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged by Thomas DeBeck, the President of Bronze Leaf Homeowners Association, Inc., on August __, 2019.

Notary Public, State of Wisconsin
My Commission is permanent.

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged by Thomas DeBeck, the President of Weybridge Village, Corp., on August __, 2019.

Notary Public, State of Wisconsin
My Commission is permanent.

**EXHIBIT II
TO DECLARATION OF CONDOMINIUM**

**EXHIBIT A
To Declaration of Road Easement**

Condominium Plat

