


The following documents are condo documents, information, deed restrictions & maps for Trails Edge Condominium Association.

They are NOT the documents for Conservancy Springs Condominium Association, but an example of documents from the last condominium project completed by BJS Design / Build LLC.

EXECUTIVE SUMMARY


Condominium Name: Trails Edge Condominium

This Executive Summary was prepared or revised on 12-28-2020 (insert date).


This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an  icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- ◆ Condominium association name Trails Edge Condominiums Master Association
- ◆ Association address 401 North Century Avenue, Waunakee, WI 53597
- ◆ The association is managed:
 - By the Unit Owners (self-managed)
 - By a management agent or company
 - By the declarant (developer) or the declarant's management company
- ◆ Person(s) to be contacted for more information about the condominium BJS Design - Build LLC
Bryan or Jennie Sipple
- ◆ Address, phone number, and other contact information for the contact person _____
401 North Century Avenue, Waunakee, WI 53597
608-850-4450
-  For condominium document references regarding association governance and a condominium contact person, see _____


2. Parking

- ◆ Number of parking spaces assigned to each Unit: 4 Number Outside 2 Inside 2
 - Common Element Limited Common Element Included as part of the Unit
 - Separate Non-voting Units Depends on Individual Transaction [check all that apply]
- ◆ Parking fees (include separate maintenance charges, if any) No Yes, \$ _____ per _____
Other (specify): _____
- ◆ Parking assignments reserved or designated on the plat or in the condominium documents:
 - No Yes -- Where? Garage or driveway parking
- ◆ Parking spaces assigned to a unit by a separate deed: No Yes
- ◆ Ability to transfer parking spaces between Unit Owners: No Yes
- ◆ Describe parking available for visitors Unit driveway or parking spaces on Trails Edge Ct
-  For condominium document references to parking, see _____

3. Pets

- ◆ Are pets allowed? No Yes -- describe the kinds of pets allowed: _____
2 pet limit, size and breed restrictions

◆ Pet rules and restrictions: _____
See page 2 of Rules & Regulations

 For condominium document references regarding pet rules, see _____
Page 2 Rules & Regulations


4. Unit Rentals

◆ May Unit Owners rent out their condominium units? No Yes -- describe the limitations and restrictions on unit rentals: _____

 For condominium document references regarding unit rentals, see _____
Declarations of Covenants and Restrictions for Trails Edge Condominium, Article 10, Use Restrictions

5. Special Condominium Amenities or Features

_____ (describe any special amenities and features)
◆ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? No Yes -- cost: _____

 For condominium document references regarding special amenities, see _____

6. Unit Maintenance and Repair Responsibilities

◆ A Unit Owner's responsibilities for unit maintenance and repair include: _____

 For condominium document references regarding unit maintenance and repair responsibilities, see _____
Declarations of Covenants and Restrictions for Trails Edge Condominium, Article 8, Maintenance & Repairs


7. Common Element and Limited Common Element Maintenance, Repair and Replacement

◆ Person(s) responsible for common element maintenance, repair and replacement: _____
Trails Edge Condominium Master Association

◆ Repair and replacement of the common elements is paid for by:
 Unit Owner assessments
 Reserve funds
 Both
 Other (*specify*): _____

◆ Person(s) responsible for limited common element maintenance, repair and replacement: _____

◆ Repair and replacement of the limited common elements is paid for by:
 Unit Owner assessments
 Reserve funds
 Both
 Other (*specify*): _____


 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see _____
Declarations of Covenants and Restrictions for Trails Edge Condominium, Article 5, Common Expenses and Article 8, Maintenance & Repairs

8. Reserve Funds

◆ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? No Yes
◆ Does the association have a Statutory Reserve Account*?

No Yes -- reserve balance is \$ _____

Note: This amount is current as of the date this Executive Summary was prepared or revised.

 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see _____

Declarations of Covenants and Restrictions for Trails Edge Condominium, Article 6

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- ♦ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

Not applicable (no developer-owned units or declarant control has ended)

No

Yes -- describe in what way: Assessments are levied against Units for which occupancy permit has been issued.

- ♦ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

 For condominium document references to condominium fees during the declarant control period, see Article 5, p. 3 of Declaration.

10. Expansion Plans

- ♦ Has the Declarant (developer) reserved the right to expand this condominium in the future?

No Yes -- number of additional units that may be added through the expansion: _____ units

- ♦ Expansion period ends: _____

- ♦ Condominium management during the expansion period is by: _____


 For condominium document references regarding condominium expansion plans, see _____

11. Unit Alteration and Limited Common Element Enclosure

- ♦ Unit Owner may alter a unit or enclose limited common elements No Yes


- ♦ Describe the rules, restrictions and procedures for altering a unit: _____

- ♦ Describe the rules, restrictions and procedures for enclosing limited common elements: _____

 For condominium document references to unit alterations and limited common element enclosures, see Declarations of Condominium Trails Edge-11 Condominium Article 5

12. First Right of Purchase

- ♦ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale No Yes

 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee


- ♦ The condominium association charges a fee in connection with the transfer of ownership of a unit: No

Yes -- amount charged: \$ 50.0
0

 For condominium document references to fees charged in connection with a unit ownership transfer, see _____


14. Payoff Statement Fee

- ♦ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: No Yes -- amount charged: \$ 50.0

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee


- ♦ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: No Yes-- amount charged: \$ 50.0

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): _____


17. Amendments


Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

 For condominium document references regarding condominium document amendment procedures and requirements, see Declaration Article 17, p. 10.

This Executive Summary was prepared on the date stated on page one by _____

Jennie Sipple _____ (print name and title or position).

 **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

 **Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!



DECLARATION OF
COVENANTS AND
RESTRICTIONS

FOR
TRAILS EDGE
CONDOMINIUMS
MASTER ASSOCIATION

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5552437
12/30/2019 03:37 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 13

TAX PARCEL #s:

SEE EXHIBIT A

*This document drafted by
and should be returned to:*

*Attorney James N. Graham
SBN 1025042
Accession Law LLC
6401 Odana Road
Madison, WI 53719*

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this “Declaration”), is made this _____, 2019 by BJS Design Build LLC (the “Declarant”).

ARTICLE 1 DECLARATION

1.1 Declaration and statement of owner’s intent. Declarant declares that it is the sole owner of the Land described herein, together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the “Property”), and further declares that the Property, or some portion thereof, shall be submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes, the Condominium Ownership “Act”. The purpose of this Declaration is to provide for a condominium master association as defined by sec. 703.155, Stats. The provisions of this Declaration run with the land and constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties having any interest in the Property.

ARTICLE 2 LEGAL DESCRIPTION

2.1 The “Land” is described in the legal description attached as **Exhibit A**.

ARTICLE 3 DEFINITIONS AND APPLICABILITY

3.1 The term “Unit Owner” shall mean the owner of any unit in any condominium created on the Land or which condominium is otherwise subject to the terms of the Association described below.

3.2 The term “Common Element” refers to any common element of any condominium created on the Land or which condominium is otherwise subject to the terms of the Association described below.

3.3 The term “Association” refers to the Trails Edge Condominiums Master Association, Inc. (TECMA).

3.4 The covenants and restrictions stated herein apply to any and all condominium units created on the Land. These covenants and restrictions run with the land and are binding on the declarant and all successors and assigns including, without limitation, all Unit Owners.

3.5 It is anticipated and intended that 11 condominiums with 2 Units each for a total of 22 Units shall be subject to TECMA and those Unit Owners shall be the members of TECMA.

3.6 In addition to the Association referenced and created below, the Land and all units constructed or created thereon are subject to the Conservancy Place Declaration of Deed Restrictions. All Unit Owners are members of the Conservancy Place Community Association and shall be subject to its covenants, restrictions, rules and regulations.

ARTICLE 4 CONDOMINIUM MASTER ASSOCIATION

4.1 General. A condominium master association shall be created as a non-stock, not-for-profit Wisconsin corporation with the name of as the Trails Edge Condominiums Master Association, Inc. (the “TECMA”). The address and registered agent of the TECMA shall be maintained on file with the Wisconsin Department of Financial Institutions. Unless and until modified by the TECMA, the initial registered agent and address is BJS Design Build LLC at

401 North Century Avenue Waunakee, WI 53597. The resident agent may be changed by the Association in any manner permitted by law.

4.2 The TECMA shall be responsible for carrying out the purposes of this Declaration, including management and control of the Lands. The TECMA shall be responsible for acting as the board of directors for any and all condominium associations which have delegated power to the TECMA and, regardless of such delegation, the TECMA shall be responsible for and shall have the power and duty to enforce the provisions of this declaration and the bylaws, rules and regulations of the TECMA. The powers and duties of the TECMA shall include those set forth in the TECMA's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

4.3 Members. Each Unit Owner shall be entitled and required to be a member of the TECMA provided that each unit shall have only one "representative" designated to act as Unit Owner.

4.4 Board of Directors. The affairs of the TECMA shall be governed by a board of directors.

4.5 Bylaws, Rules, and Violations. The TECMA shall adopt Bylaws and may, from time to time, adopt rules and regulations and shall be authorized to and entitled to enforce same. Any violation of Bylaws or of duly adopted rules or regulations shall constitute a violation of this Declaration for which the TECMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

4.6 All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all rules and regulations of the TECMA (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws.

ARTICLE 5 Common Expenses.

5.1 Any and all expenses incurred by the TECMA in connection with the management or maintenance of any Common Elements and administration of the TECMA 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.

5.2 General Assessments. The TECMA 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 TECMA may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on

the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

5.3 Special Assessments. The TECMA may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the TECMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special; or for any other purpose for which the TECMA 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 TECMA may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

5.4 Certificate of Status. The TECMA 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.

5.5 Management Services. The TECMA shall have the right to enter into a management contract with a manager selected by the TECMA (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of landscaping, lawn-care, snow removal, and maintenance services. All amounts payable by the TECMA to the Manager under the management contract shall be chargeable to the Owners as a Common Expense except that nothing shall prohibit services which may be available a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 6- No Statutory Reserve Fund Statement - Reserve Fund.

6.1 The TECMA elects not to establish a statutory reserve fund.

6.2 The TECMA may establish a reserve fund for the replacement and repair of Common Elements and may include in the general assessments by the TECMA an amount which is sufficient, in the opinion of the Board of Directors, to establish such reserve fund.

ARTICLE 7 VOTING

7.1 Voting. Members in good standing of the TECMA shall be entitled to vote at meetings of the TECMA.

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

(b) Quorum. A quorum for purposes of conducting the business of the

TECMA at a general meeting of the TECMA shall be 51% of the votes entitled to be cast.

(c) Majority. Except as otherwise provided in this Declaration, a simple majority (51%) of the votes cast at a general meeting of the TECMA shall be sufficient to take action on behalf of the TECMA.

ARTICLE 8 Maintenance and Repairs.

8.1 Common Elements. The TECMA shall be responsible for the management and control of the condominium property and shall maintain the same in good, clean, and attractive order and repair. The TECMA shall be responsible for snow plowing all sidewalks, driveways, and parking areas other than those designated for the exclusive use of a Unit Owner; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas, and sewer and water laterals. Units Owners shall be responsible for the repair, maintenance, replacement, routine sweeping, cleaning and debris removal of all driveways, sidewalks, access ways, steps, stoops, decks, porches, patios and balconies designated as Limited Common Elements for the exclusive use of the Unit Owner.

8.2 3.10 Private Road and Public Trail and Utility Easement. The "Private Road" and "Public Trail and Utility Easement" on CSM # 15298 are Common Elements and improvements thereon shall be perpetually maintained, repaired and replaced by the TECMA as provided in Section 8.1. The Private Road shall be designated as "Trails Edge Court" and the name shall not be changed without the written approval of the Village of DeForest. The TECMA shall keep the Public Road and easement areas free of snow, ice and other obstructions so as to allow safe and efficient access by Unit Owners, their tenants, guests and invitees, emergency vehicles and personnel and the general public year-round.

8.3 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any owner of a Unit, owner of a unit within a Unit, tenant, or occupant of a unit within a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration is required as a result of an alteration to a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the TECMA or any committee thereof), the owner or owners of the Unit responsible for the act or omission or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

ARTICLE 9 ALTERATIONS

9.1 Unit Alterations.

The TECMA shall have the duty to review any improvements or alterations to a unit. 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.

ARTICLE 10 USE RESTRICTIONS.

10.1 The Units may be used for single-family 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 applicable municipal ordinances. Each Unit shall be used for single-family purposes only. The term "family" shall have the meaning set forth in the applicable zoning code. 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.

10.2 Lease of units within Units. No Unit and no unit within a Unit shall be leased or rented for hotel or transient purposes. Each Unit or any part thereof may be rented by written lease, provided that

(a) The term of any such lease shall not be less than 180 days provided that the Declarant may lease any Unit owned by the Declarant for a term of not less than 30 days;

(b) 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

(c) 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 TECMA as a third-party beneficiary to the lease and that the TECMA 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.

(d) The leasing unit owner shall provide the name(s) of all tenant(s) and a copy of the lease with any amendments to the TECMA prior to commencement of the lease;

(e) The TECMA may further limit the renting or leasing of Units pursuant to its rule-making authority and may increase the minimum lease term;

(f) These provisions shall not be construed to prohibit a unit owner from having a person or persons who provide living assistance due to disability.

(g) During the term of any lease of all or any part of a Unit, each unit owner of a leased unit shall remain liable for the compliance with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the TECMA, and shall be responsible for securing such compliance from the tenants.

(h) Any lease entered into by Declarant as landlord or as tenant is exempt from and not subject to the terms of subsections e-g above.

ARTICLE 11 PROHIBITION AGAINST NUISANCES.

No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the TECMA. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.

ARTICLE 12 SIGNS.

No sign of any kind shall be displayed to the public view on any Unit without the written consent of the TECMA and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the

entrances to the Condominium and to erect appropriate signage for the sales of Units.

ARTICLE 13 INSURANCE

13.1 Insurance coverage for the Common Elements shall be reviewed and adjusted by the TECMA from time to time to ensure that the required coverage is at all times provided.

13.2 Fire and Extended Loss Insurance. The TECMA shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the TECMA's service equipment, supplies and personal property. The insurance maintained by the TECMA may list each owner of a unit 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 TECMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the TECMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

13.3 Public Liability Insurance. The TECMA shall obtain and maintain a comprehensive liability insurance policy insuring the TECMA, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the TECMA. The insurance coverage shall be written on the Condominium in the name of the TECMA as insurance trustee for the TECMA, 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 TECMA or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

13.4 Fidelity Insurance. Upon termination of the period of Declarant Control, the TECMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the TECMA. The TECMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the TECMA's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

13.5 The owners of each Unit shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to their Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof.

13.6 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the TECMA or a Unit Owner to be subrogated to any right of the TECMA or a Unit Owner arising under this Declaration. The TECMA and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such

insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the TECMA or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the TECMA or a Unit Owner from obtaining such policy.

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

ARTICLE 14 RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

14.1 Determination to Reconstruct or Repair. If all or any part of the condominium property becomes damaged or destroyed by any cause, the damage 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 \$50,000. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the TECMA 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 members of the TECMA, and such repair or reconstruction shall be deemed approved if 20% or more of the votes are cast in favor of such repair or reconstruction.

14.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction.

14.3 Responsibility for Repair. In all cases after a casualty has occurred to any portion of the property, the TECMA has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

14.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the TECMA as trustee shall be disbursed by the TECMA for repair or reconstruction. 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.

14.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the TECMA, a Special Assessment shall be made against the unit owners of the damaged or affected Unit in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the TECMA as trustee for the Unit Owners and Mortgagees involved.

14.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the TECMA 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.

14.7 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 15 CONDEMNATION

15.1 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 condemnation award shall be allocated to all owners of the Unit or Units taken.

15.2 Percentage Interests Following Taking. Following the taking of any Unit or Units, the percentage interest shall be equitably adjusted to reflect the respective relative number of remaining Units in proportion to the adjusted total number of Units.

ARTICLE 16 DECLARANT RESERVATION OF RIGHTS

Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves the following rights:

16.1 The Declarant shall totally govern the affairs of the TECMA 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.

16.2 Period of Declarant Control. The Declarant shall retain control over the TECMA and shall have the right to appoint and remove the officers of the TECMA and to exercise any and all of the powers and responsibilities assigned to the TECMA and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law until the earliest of: (a) ten (10) years from the date the first Unit is transferred; or (b) thirty (30) days after the conveyance of at least 17 of 22 Units to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

16.3 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have an easement for ingress, egress, access and for construction activities as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

16.4 Assignment of Declarant's Rights. The rights, powers, and obligations of the

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

ARTICLE 17 AMENDMENT

17.1 Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than three-quarters (3/4) of the voting members of the TECMA. No Unit Owner’s consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required, and no amendment shall alter or abrogate the rights of Declarant as contained in this Declaration without said consent of the Declarant. Any amendment must be in writing recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the TECMA. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

17.2 Notwithstanding Section 17.1, the provisions of Sections 8.1 and 8.2 as they relate to sewer and water laterals, the Public Road and the improvements to the Utility and Public Access Easement area may not be terminated, amended or modified without the written approval of the Village of DeForest.

ARTICLE 18 REMEDIES

18.1 The TECMA shall have the 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 and/or of the Bylaws and/or Rules and Regulations of the TECMA, either to restrain or cure the violation or to recover damages, or both.

18.2 Liability among owners of a Unit may be individual or joint and several as determined by the TECMA in its sole discretion. In the event that the owner and/or occupant of a single unit within a Unit is in violation, the TECMA shall assess liability against the violating unit’s owner.

18.3 The TECMA shall have the right to recover court costs and reasonable attorney fees in any successful action brought to enforce, or recover damages for a violation of, this Declaration or the Bylaws, or the Rules and Regulations.

18.4 Any damages collected by the TECMA shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the TECMA as a whole.

18.5 Notwithstanding the foregoing, the TECMA shall have the right to cure any violations and shall have the right to assess the costs of reimbursement to the violating unit owner(s) who shall promptly reimburse the TECMA for the cost thereof within ten (10) days after receipt of written demand. Alternatively, the TECMA may, at the option of the TECMA, levy such amounts against the owner or owners of a Unit as a Special Assessment.

18.6 In addition to all other remedies available to the TECMA, the TECMA shall have

the right to collect from any Unit Owner who is in violation this Declaration or of the Bylaws, or any Rules and Regulations, a fine for each day of said violation in an amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE 19 GENERAL

19.1 Easements. A blanket easement is reserved over, through and underneath the all Units, Limited Common Elements and Common Elements of any and all condominiums subjected to the TECMA including any condominiums constructed on the Land and any condominiums otherwise added to the TECMA for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage surface swales and underground catch basins and pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights and for any other utility purposes whether or not any such easement is shown on the exhibits attached hereto. The Declarant hereby reserves for the TECMA acting by and in the discretion of its board of directors, the rights to grant public or semi-public easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm-water drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

19.2 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the TECMA shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon the TECMA shall be given to resident agent on file with the Wisconsin Department of Financial Institutions. All notices and other documents required to be given to the Declarant shall be delivered to the address of Declarant's registered agent on file with the Wisconsin Department of Financial Institutions. All owners shall provide the secretary of the TECMA with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

19.3 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

19.4 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

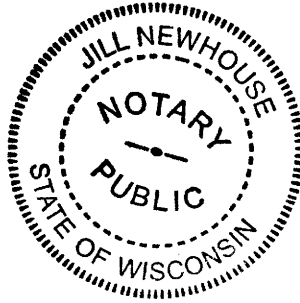
DECLARANT'S SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 26th day of Dec, 2019.

Jennifer Sipple
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 26 day of December, 2019, the above-named BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.



Jill Newhouse
Name: Jill Newhouse
Notary Public, State of Wisconsin
My Commission: 8.6.21

EXHIBIT A – Legal Description

Lot 1, Certified Survey Map No. 15298, recorded at the Dane County, Wisconsin Register of Deeds office as Document No. 5543545.

TAX PARCEL NUMBERS:

- Trails Edge – 1 Condominium Unit 1 : _____
- Trails Edge – 1 Condominium Unit 2 : _____
- Trails Edge – 2 Condominium Unit 3 : _____
- Trails Edge – 2 Condominium Unit 4 : _____
- Trails Edge – 3 Condominium Unit 5 : _____
- Trails Edge – 3 Condominium Unit 6 : _____
- Trails Edge – 4 Condominium Unit 7 : _____
- Trails Edge – 4 Condominium Unit 8 : _____
- Trails Edge – 5 Condominium Unit 9 : _____
- Trails Edge – 5 Condominium Unit 10 : _____
- Trails Edge – 6 Condominium Unit 11 : _____
- Trails Edge – 6 Condominium Unit 12 : _____
- Trails Edge – 7 Condominium Unit 13 : _____
- Trails Edge – 7 Condominium Unit 14 : _____
- Trails Edge – 8 Condominium Unit 15 : _____
- Trails Edge – 8 Condominium Unit 16 : _____
- Trails Edge – 9 Condominium Unit 17 : _____
- Trails Edge – 9 Condominium Unit 18 : _____
- Trails Edge – 10 Condominium Unit 19 : _____
- Trails Edge – 10 Condominium Unit 20 : _____
- Trails Edge – 11 Condominium Unit 21 : _____
- Trails Edge – 11 Condominium Unit 22 : _____

Rules and Regulations of the Trails Edge Condominiums Master Association

The following Rules and Regulations have been duly adopted by the Trails Edge Condominiums Master Association, Inc. ("TECMA") pursuant to its declaration of condominium, bylaws, and the declarations of condominium of each condominium subject to the TECMA. These Rules and Regulations apply to the common elements, limited common elements, and each and every Unit within all condominiums subject to the TECMA except as set forth below. These Rules and Regulations may be amended at any time in the manner set forth in the Bylaws of the TECMA.

1. **APPLICABILITY.** All Unit Owners, tenants, occupants, and guests will comply with these Rules and Regulations then in effect as they may be amended and shall comply with all local, State, and national laws and regulations. Amendments to these Rules and Regulations shall become effective immediately upon adoption by the TECMA. These Rules and Regulations generally apply to all condominium property subject to the TECMA including units, common elements and limited common elements of all related condominiums (referred to below as "The Property").
2. **General Use and Occupancy.**
 - a) Each of the Units shall be occupied and used only as a residence by the respective owners thereof, their tenants (prior approval having been obtained, and only when expressly permitted by the Association), families, servants and guests and for no other purpose. Short term/transient rentals (such as on AirBNB, VRBO, or other rentals for terms less than 30 days) are prohibited.
 - b) Occupancy shall be limited to no more than 2 unrelated people per bedroom in a Unit or the maximum number of people permitted by law, whichever is less.
3. **UTILITIES.** Utilities must be kept on and in good standing at all times. This includes gas, electric, water, sewer, and any other utilities. Heat must remain on during winter months and the temperature must not drop below 55° so as to prevent freezing.
4. **CLEANLINESS.** The Property must be kept clean, sanitary, and free from objectionable odors.
5. **INTERIOR AREAS.**
 - a) Units must be kept clean and free from objectionable odors.
 - b) Cost of repair or clearance of stoppages in waste pipes or drains, water pipes, or plumbing fixtures are the responsibility of the Unit Owner.
 - c) Original window coverings have been installed and may be replaced or altered only with permission of the Association. No newspaper, blankets/sheets, flags, or other materials may be used to cover windows.
 - d) Storage of hazardous materials is not allowed, such as gas or any other flammable substance.
 - e) Unit Owners must keep smoke detectors and carbon monoxide detectors in good working condition.
6. **EXTERIOR AREAS.** Furniture must be stored overnight inside of a Unit. No trampolines, pools, playground equipment, or any other additional property may be added to the Property without advance written approval of the TECMA. Personal items, laundry and towels shall not be hung outside of a Unit. No garbage is allowed on porches, balconies, patios, or any other common elements or limited common elements except for the areas expressly and specifically reserved for garbage. Garbage is to be put in garbage bags and disposed of in provided garbage cans. Cans are to be taken to curb on designated garbage day only or in a receptacle. Smoking is not permitted on the Property. No car repairs are permitted on Common Elements or Limited Common Elements except within a garage space. The common elements and facilities shall be used only for the purposes for which they are intended and shall not be obstructed, littered, defaced or misused in any manner. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and

facilities. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his unit, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without first obtaining the prior written consent of the Association.

7. PETS.

- a) Dogs, cats and other household pets not exceeding two in number may be kept by the Unit Owners in their respective units but shall not be kept, bred or used therein for any commercial purposes. Notwithstanding any other rules, no Unit Owner may have a pet which weighs more than 125 pounds. "Aggressive Breeds" of dog are strictly prohibited. Aggressive Breeds means the following breeds of dog (purebreed or mixed-breed containing the following): Pitbull terrier, Staffordshire terrier, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaska Malamutes, Siberian Huskies, Pitbulls. It is understood that the list of "Aggressive Breeds" will be modified by the Association whenever insurance company restrictions or Village ordinances change to include different breeds.
- b) Pets shall not be permitted to cause a nuisance or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other occupant shall be permanently removed promptly upon the owner being given notice by the Association.
- c) Pets will not be allowed on landscaped common areas unless attended. The owner of animals using common areas shall immediately remove any defecation.

8. d. Livestock, poultry, rabbits or other farm animals shall not be allowed or kept in any part of the building.

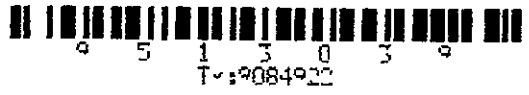
9. COMPLIANCE WITH LAWS. Every Unit Owner and occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Madison or adopted by the Association.

10. NO NUISANCE. Unit Owners shall not use or permit the use of their Unit or any other portion of the Property in any manner which is a nuisance to other owners.

11. CHANGES TO THE PROPERTY. Unit Owners shall not do any work which would jeopardize the soundness or safety of the Property or any of its occupants, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the prior written consent of the Association.

- a) No structural changes or alterations shall be made in any unit without prior written consent of the Association and any mortgagee holding a mortgage on said unit.
- b) No Unit Owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Association.
- c) No building or part thereof shall be located outside of the building envelope which is the area of a unit designated on the recorded Condominium Plat that encompasses the permissible area where a home and the related common area are located.

12. FINANCIAL LIABILITY. Every Unit Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association. The names of owners whose accounts are delinquent sixty (60) days or more shall be notified to all unit owners and may be referred to an attorney or collection agency for collection of the past due amount. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities caused by the negligence of the Unit Owner or the Unit Owner's guests, employees, agents or lessees.



KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DECLARATION OF
CONDOMINIUM
OF

“Trails Edge-10 Condominium”

DOCUMENT #
5552433
12/30/2019 03:37 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 22

*Legal Description –
See Exhibit A*

*This document drafted by
and should be returned to*

*Attorney James N Graham
SBN 1025042
Accession Law LLC
318 S Main Street PO Box 12
Blanchardville, WI 53516*

Tax parcel number – See Exhibit A

**There are no objections to this Condominium with respect to
Chapter 703, Stats., and is hereby approved for recording.**

Dated this DECEMBER 27, 2019

James N. Graham

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made by BJS Design Build LLC (the "Declarant")

ARTICLE 1 DECLARATION

1.1 Declaration and statement of owner's intent Declarant declares that it is the sole owner of the Land described herein, together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes, the Condominium Ownership "Act" The purpose of this Declaration is to submit the Property to the condominium form of ownership in accordance with the Act and the terms of this Declaration The provisions of this Declaration run with the land and constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties having any interest in the Property

ARTICLE 2 LEGAL DESCRIPTION, NAME, ADDRESS, AND PRE-EXISTING COVENANTS

2.1 The "Land" is described in the legal description attached as **Exhibit A**

2.2 The Units are identified as numbered on the Condominium Plat attached as **Exhibit B** Every deed, lease, mortgage or other instrument may legally describe a Unit by Unit number, and such description shall be good and sufficient for all purposes as defined in the Act

2.3 NAME The "Name" of the condominium is Trails Edge-10 Condominium

2.4 ADDRESS The address of the condominium shall be the address of the resident agent identified per Section 703.23 of the Wisconsin Statutes

(a) The initial resident agent and address is BJS Design Build LLC at 401 North Century Avenue Waunakee, WI 53597 The resident agent shall be the registered agent filed with the Wisconsin Department of Financial Institutions

(b) The initial resident agent may appoint a successor resident agent by filing a change of registered agent with the Wisconsin Department of Financial Institutions The resident agent may be changed by the Association in any manner permitted by law

2.5 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS

On the date this Declaration is recorded, the Condominium is subject to

(a) General taxes not yet due and payable,

(b) Easements, covenants and restrictions of record These include, without limitation, easements and rights of record in favor of gas, electric, telephone, sanitary, water, cable and other utilities, storm-water easements, cross-access easement, and access easement

(c) The Condominium is subject to and does hereby grant an irrevocable access easement to the Village of DeForest providing access to any Common Element for purposes of emergency services and water shut-off

(d) Note All Unit Owners are members of the Trails Edge Condominiums Master Association, Inc ("TECMA") by virtue of a Declaration of Covenants and Restrictions and are subject to the terms and conditions of said Declaration,

(e) Municipal, zoning and building ordinances,

(f) Governmental laws and regulations applicable to the Condominium, and

(g) Any and all mortgage(s) of record

ARTICLE 3 DESCRIPTION OF UNITS

3.1 Identification of Units The Condominium shall consist of two (2) Units individually a "Unit" and collectively the "Units") identified on the condominium plat attached as **Exhibit B** and incorporated by reference (the "Condominium Plat")

(a) The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit

(b) The Unit is defined as that part of the condominium intended for the exclusive use of that Unit's Owner (including occupants authorized by the Unit's Owner) Each Unit, as designated on the Condominium Plat, includes one or more adjacent or non-adjacent cubicles of interior space including the perpetual right of ingress and egress

3.2 Boundaries of Units The boundaries of each Unit shall be as follows

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

(b) Lower Boundary The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the side boundaries

(c) Side Boundary The side boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the exterior walls, in either case extending to intersections with each other and with the upper and lower boundaries

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

(a) All doors, windows, their interior casements, and all of their opening, closing and locking mechanisms and hardware,

(b) All plumbing fixtures and piping, valves, and other controlling or connecting materials lying between such fixtures and the perimeter of the Building,

(c) All floor, baseboard, wall and ceiling mounted electrical fixtures, switches and outlets, junction boxes serving them, wiring connecting them,

(d) The cable television connection to the Unit, if any, and the junction box serving it,

(e) The air conditioner(s), if any, including the ducting and controls serving the Unit,

(f) The furnace including the ducting and controls serving the Unit,

(g) The hot water heater and all appurtenant plumbing and controls serving the Unit,

(h) The water softener, if any, and all appurtenant plumbing and controls serving the Unit,

(i) The stairways and stairwells located within the Unit,

(j) The fireplace, if any, located within the Unit,

(k) The garage doors on the attached garage space included within the Unit

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

serve more than one Unit or another Unit are Common Elements

ARTICLE 4 COMMON ELEMENTS

4.1 The "Common Elements," include but are not limited to the following

- (a) The land upon which each Unit is located,
- (b) The foundation, columns, girders, beams, rafters, supports, exterior walls, load bearing interior walls, walls common to both units, roofs, gutters, drain spouts, and all exterior surfaces of the Building,
- (c) All utility components not expressly designated either as part of a Unit or as a Limited Common Element including any portion of the sewer, water, gas or electric lines which serve more than one Unit,
- (d) Sewer and water laterals between the public mains and the service connection into each Unit are Limited Common Elements for the Units served thereby and are maintained by the Association and not by the utility service provider
- (e) All tangible personal property and fixtures used in the operation, maintenance and management of the Condominium,
- (f) All other parts of the property necessary or convenient to the existence, maintenance or safe common use of the Condominium as a whole

4.2 Ownership of Common Elements The Common Elements are owned by the Unit Owners, each having an undivided proportionate interest in the Common Elements This interest may not be separated from the Unit to which it appertains and shall be permanent in nature Any deed, mortgage, lease, or other document purporting to effect a conveyance of a Unit which does not expressly include the Unit Owner's interest shall be deemed to include the Unit Owner's interest

4.3 Use of Common Elements Each Unit Owner (including any assigns, successors, agents, employees, lessees, sub-lessees, mortgagees, or licensees) may use the Common Elements in accordance with the purpose for which they were intended as set forth in this Declaration, the By-Laws of the Association of Unit Owners, and the Act In addition, each owner of any unit of any other condominium subject to the TECMA or whose owners are members of the TECMA may use the Common Elements in accordance with the purpose for which they were intended as set forth in this Declaration, the By-Laws of the Association of Unit Owners, and the Act

4.4 The maintenance, repair or replacement as well as any additions or improvements of the Common Elements shall be carried out in accordance with this Declaration, the By-Laws of the Association of Unit Owners, and the Act

4.5 Common expenses shall be charged to the Unit Owners according to their respective percentage ownership

ARTICLE 5 LIMITED COMMON ELEMENTS

5.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units Such Common Elements shall be referred to collectively as "Limited Common Elements" Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as

described herein

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches and patios attached to, leading directly to or from, or adjacent to each Unit

5.2 The Unit Owner shall be responsible for the repair, maintenance, and appearance of the Unit Owner's Limited Common Elements. No Unit Owner shall remove or significantly modify or change the appearance or color scheme of any Limited Common Element without unanimous prior written approval of the Association.

ARTICLE 6 Conflict Between Unit Boundaries, Common Element Boundaries

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

6.2 If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands, provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

ARTICLE 7 CONDOMINIUM ASSOCIATION

7.1 General Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including management and control of the Property subject to this Declaration. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

7.2 Master Condominium Association Unless and until otherwise resolved by unanimous consent of the Unit Owners, the Association for this condominium delegates all powers and duties of a condominium association under Wisconsin law including, without limitation, the powers described in sec 703.15(3), Stats, to the TECMA. Regardless of whether the Association may, in the future, resolve to revoke the preceding delegation of powers, the Association shall conduct its management and control powers and duties in a manner at all times consistent with TECMA and its bylaws, rules and regulations.

7.3 Board of Directors The affairs of the Association shall be governed by a board of directors. The TECMA board of directors shall act as the board of directors of the Association. After the period of declarant control terminates, the board of directors of the TECMA shall be

chosen and elected by all unit owners of all condominiums subject to the TECMA

74 **Bylaws, Rules, and Violations** The Association shall adopt Bylaws and may, from time to time, adopt rules and regulations and shall be authorized to and entitled to enforce same. Any violation of Bylaws or of duly adopted rules or regulations shall constitute a violation of this Declaration for which the Association may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

75 **All Unit Owners, tenants of Units, and all other persons and entities** that in any manner use the Property or any part thereof shall abide by and be subject to all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws.

76 **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. Also included as Common Expenses are any neighborhood common expenses or other expenses, whether general or special, assessed by the TECMA against this Association and not directly against the individual unit.

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

78 **Special Assessments** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Elements, for the collection of monies owed to the Association under any provision of this Declaration, for any neighborhood common expenses or other expenses, whether general or special, assessed by the Innovation Condominiums Master Association, Inc., or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

79 **Reserve Fund, No STATUTORY reserve fund, Common Surpluses** The Association may establish a reserve fund for the replacement and repair of Common Elements and Limited

Common Elements, and may include in the general assessments by the Association an amount which is sufficient, in the opinion of the Board of Directors, to establish such reserve fund. This reserve fund is not a statutory reserve fund and the Association elects not to establish a statutory reserve fund.

7 10 Certificate of Status The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7 11 Management Services The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of landscaping, lawn-care, snow removal, and maintenance services. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense except that nothing shall prohibit services which may be available a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 8 PERCENTAGE INTERESTS, VOTING

8 1 Percentage Interests The undivided percentage interest in the Common Elements appurtenant to each Unit shall be one divided by the total number of Units ($1/2 = 50\%$).

8 2 Conveyance, Lease, or Encumbrance of Percentage Interest Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

8 3 Voting Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the TECMA, each Unit's voting constitutes $1/22$ of the total votes necessary for Association action.

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

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

ARTICLE 9 MAINTENANCE AND REPAIRS

9 1 Common Elements The Association shall be responsible for the management and control of the Common Elements and those Limited Common Elements not designated for the exclusive use of a Unit Owner under section 5 1(a), 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 such Common Elements and Limited Common Elements, for snow plowing all sidewalks, driveways, and parking areas, and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking

areas, and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

9.2 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy. 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.

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

ARTICLE 10 ALTERATIONS

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

violation of any underlying mortgage, land contract, or similar security interest

ARTICLE 11 USE RESTRICTIONS

11.1 The Units, Limited Common Elements and Common Elements may be used for single-family 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 applicable municipal ordinances. Each Unit shall be used for single-family purposes only. The term "family" shall have the meaning set forth in the applicable zoning code. Furthermore, notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common elements shall comply with all applicable ordinances and other restrictions as contained in the Association By-Laws 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.

11.2 Lease of Units. No Unit shall be leased or rented for hotel or transient purposes. Each Unit or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than 180 days provided that the Declarant may lease any Unit owned by the Declarant for a term of not less than 30 days,
- (b) 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
- (c) 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
- (d) The leasing Unit owner shall provide the name(s) of all tenant(s) and a copy of the lease with any amendments to the Association prior to commencement of the lease,
- (e) The Association may further limit the renting or leasing of Units pursuant to its rule-making authority and may increase the minimum lease term,
- (f) These provisions shall not be construed to prohibit a Unit Owner from having a person or persons who provide living assistance to the Unit Owner due to disability living with the Unit Owner regardless of the contractual arrangement or to prohibit any other rental necessary to comply with the requirements of applicable law
- (g) During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit
- (h) Any lease entered into by Declarant as landlord or as tenant is exempt from and not subject to the terms of subsections e-g above

ARTICLE 12 NUISANCES PROHIBITED

No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes

with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

ARTICLE 13 SIGNS

No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

ARTICLE 14 PARKING

Parking in garages shall be reserved for the owners and residents of the Unit to which the garage stall is attached or assigned, and their authorized visitors only. Garage parking stalls may not be leased or conveyed apart from the Units to which they are attached or assigned. Guests can park on the Limited Common Element parking area for a Unit but may NOT park in the Common Element private driveway except in areas designated by appropriate signs as approved by the Village of DeForest.

ARTICLE 15 INSURANCE

15.1 For each type of insurance identified below which the Association is required to maintain, the Association's obligation shall be satisfied if the TECMA maintains a policy of insurance consistent with the requirements and specifications of this Declaration.

15.2 Insurance coverage for the Common Elements shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided.

15.3 Fire and Extended Loss Insurance. The Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. The insurance maintained by the Association shall be written on the Condominium's Common Elements and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

15.4 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 \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance

policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

15.5 Fidelity Insurance. Upon termination of the period of Declarant Control, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

15.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof.

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

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

ARTICLE 16 RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

16.1 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 \$50,000. 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.

16.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements.

16.3 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.

16.4 Insurance Proceeds and Construction Fund Insurance proceeds held by the Association as trustee 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.

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

16.6 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.

16.7 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 17 CONDEMNATION

17.1 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.

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

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

17.4 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.

17.5 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

17.6 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.

17.7 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 18 MORTGAGEES

18.1 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters: (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws; (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations; (c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

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

ARTICLE 19 DECLARANT RESERVATION OF RIGHTS

Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves the following rights:

19.1 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.

19.2 Period of Declarant Control. The Declarant shall retain control over the Association and 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 until the earliest of (a) ten (10) years from the date the first Unit is transferred, or (b) thirty (30) days after the Declarant's election to waive its right of control.

19.3 No assessment or reserve during Declarant control. During the period of Declarant

control of the Association, (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

19 4 Declarant Access During Construction of Improvements During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium

19 5 Assignment of Declarant's Rights The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations Such amendment need be signed only by the assignor and assignee named therein

ARTICLE 20 NO EXPANSION RIGHTS

20 1 This Condominium shall not be expanded

ARTICLE 21 AMENDMENT

21 1 Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended only by unanimous consent of the Unit Owners No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required, and no amendment shall alter or abrogate the rights of Declarant as contained in this Declaration without said consent of the Declarant Any amendment must be in writing recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions

21 2 Notwithstanding Section 21 1, the provisions of Sections 14 and 23 4 may not be terminated, amended or modified without the written approval of the Village of DeForest

ARTICLE 22 REMEDIES

22 1 The Association shall have the 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 Liability among multiple owners of a Unit shall be joint and several The Association shall have the right to recover court costs and reasonable attorney fees in any successful action brought against a Unit Owner to enforce, or recover damages for a violation of, this Declaration or the Bylaws, or the Rules and Regulations 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, and thirdly to the Association as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, 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. 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 this Declaration or of the Bylaws, or any Rules and Regulations, a fine for each day of said violation in an amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE 23 EASEMENTS

23.1 Easements. A blanket easement is reserved over, through and underneath the Units, the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage surface swales and underground catch basins and pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights and for any other utility purposes whether or not any such easement is shown on the exhibits attached hereto.

23.2 Vehicular access. The Common Element drive serving the Units is and shall be subject to an easement for ingress and egress for all Units in this Condominium and for all Units subject to the TECMA.

23.3 The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant public or semi-public easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm-water drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

23.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters serving any of the Units regardless of whether said water meters are located within a Unit or in Common Elements or Limited Common Elements. This access easement permits access for purposes of reading, maintaining and replacing any and all water meters serving the Condominium.

23.5 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements. 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.

ARTICLE 24 - GENERAL

24.1 Notices All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon the Association shall be given to resident agent on file with the Wisconsin Department of Financial Institutions. All notices and other documents required to be given to the Declarant shall be delivered to the address of Declarant's registered agent on file with the Wisconsin Department of Financial Institutions. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

24.2 Severability The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

24.3 Conflicts If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations, the Articles shall prevail over the Bylaws and the Rules and Regulations, and the Bylaws shall prevail over the Rules and Regulations.

CONSENT OF FIRST MORTGAGEE - NONE

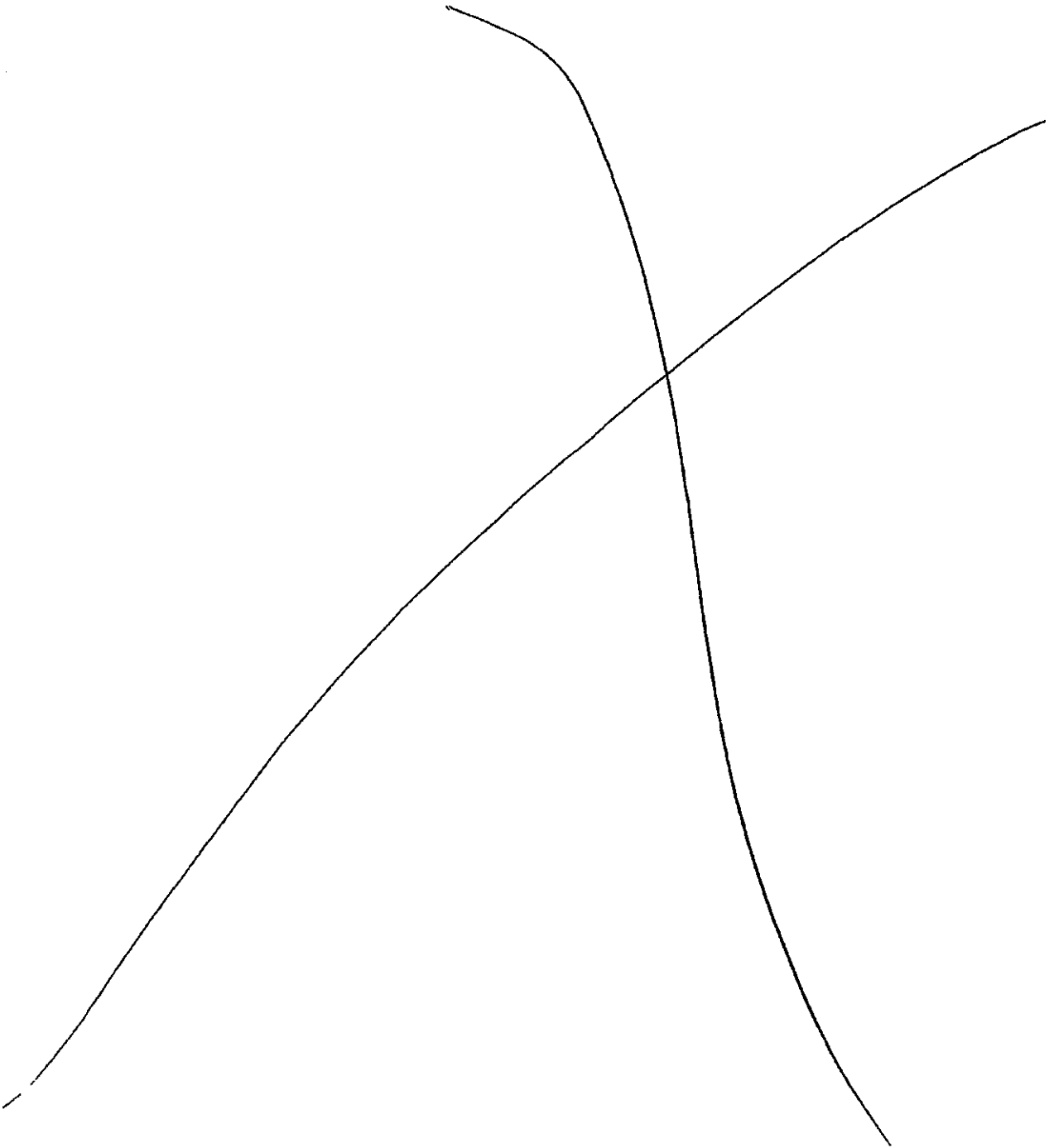


EXHIBIT A – Legal Description and tax parcel numbers

DESCRIPTION:

Part of Lot 1, Certified Survey Map No 15298, recorded in the Dane County register of deeds in Volume 109 of Certified Survey Maps, Pages 163-166 as Document No 5543545, located in part of the NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of Section 30, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin being more particularly described as follows:

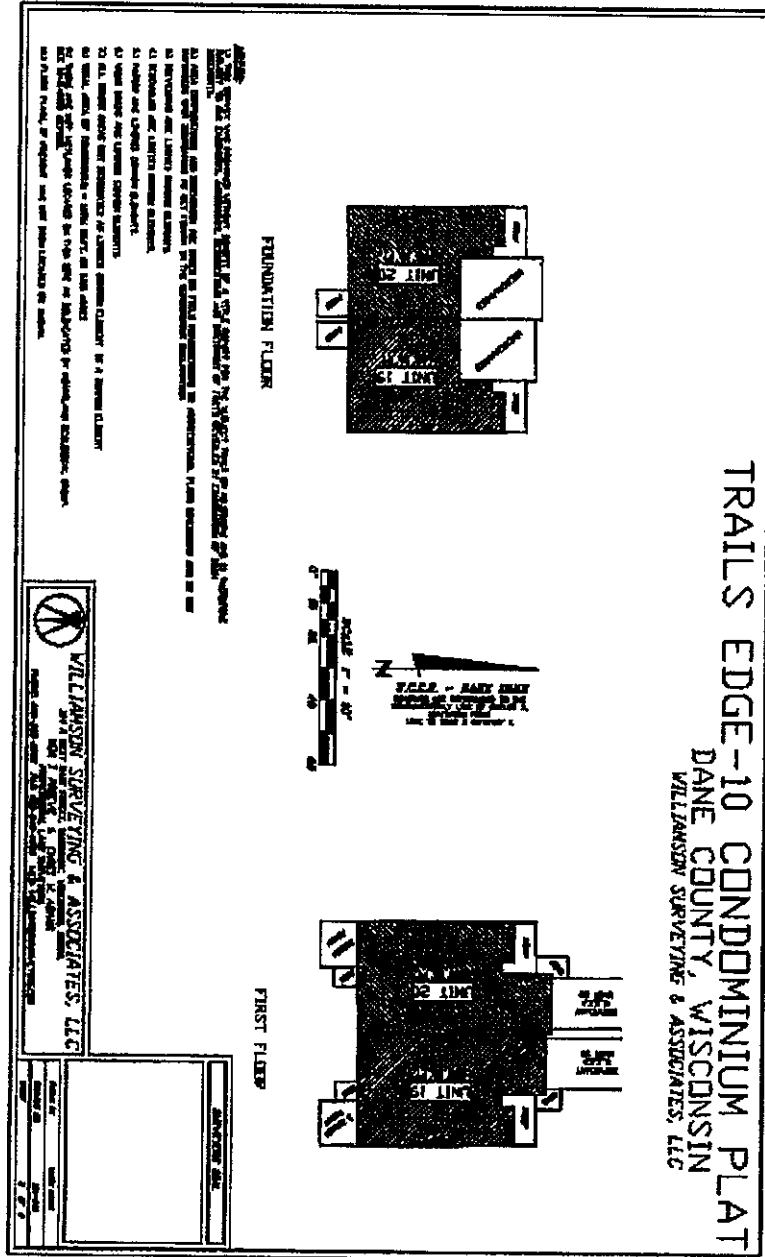
Commencing at the southeast corner of said Lot 1, thence S 87°34'37" W along the southerly line of said Lot 1, 301.43 feet to the point of beginning,
thence continue S 89°34'37" W along said southerly line, 87.00 feet;
thence N 00°25'30" W, 123.01 feet; thence N 89°34'37" E, 87.00 feet,
thence S 00°25'30" E, 123.01 feet to the point of beginning. This parcel contains 10701 sq. ft. or 0.25 acres thereof.

Tax Parcel Numbers

Parent tax parcel number 118/091030295101

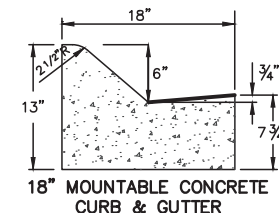
Unit parcel numbers to be assigned

EXHIBIT B- Copy of Condominium Plat
Shown for spatial purposes only – viewers shall disregard any illegible text



Trails Edge Condominium Addressing

Parcel #
0910-302-9510-1



LOT COVERAGE INFORMATION BLOCK	
Site acreage (total)	169,010 s.f. or 3.88 Acres
Total area of disturbance	4.77 Acres
Total square footage of buildings	51,228 s.f.
Existing impervious area on site	0.01 Acres
Proposed total impervious area on site	75,138 s.f. (44.46%)
Proposed green/pervious area on site	93,872 s.f.

SIGNING AND LIGHTING LEGEND



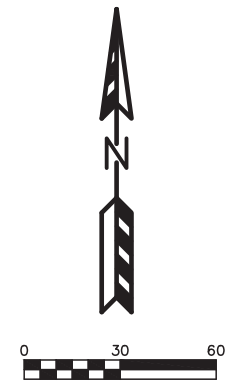
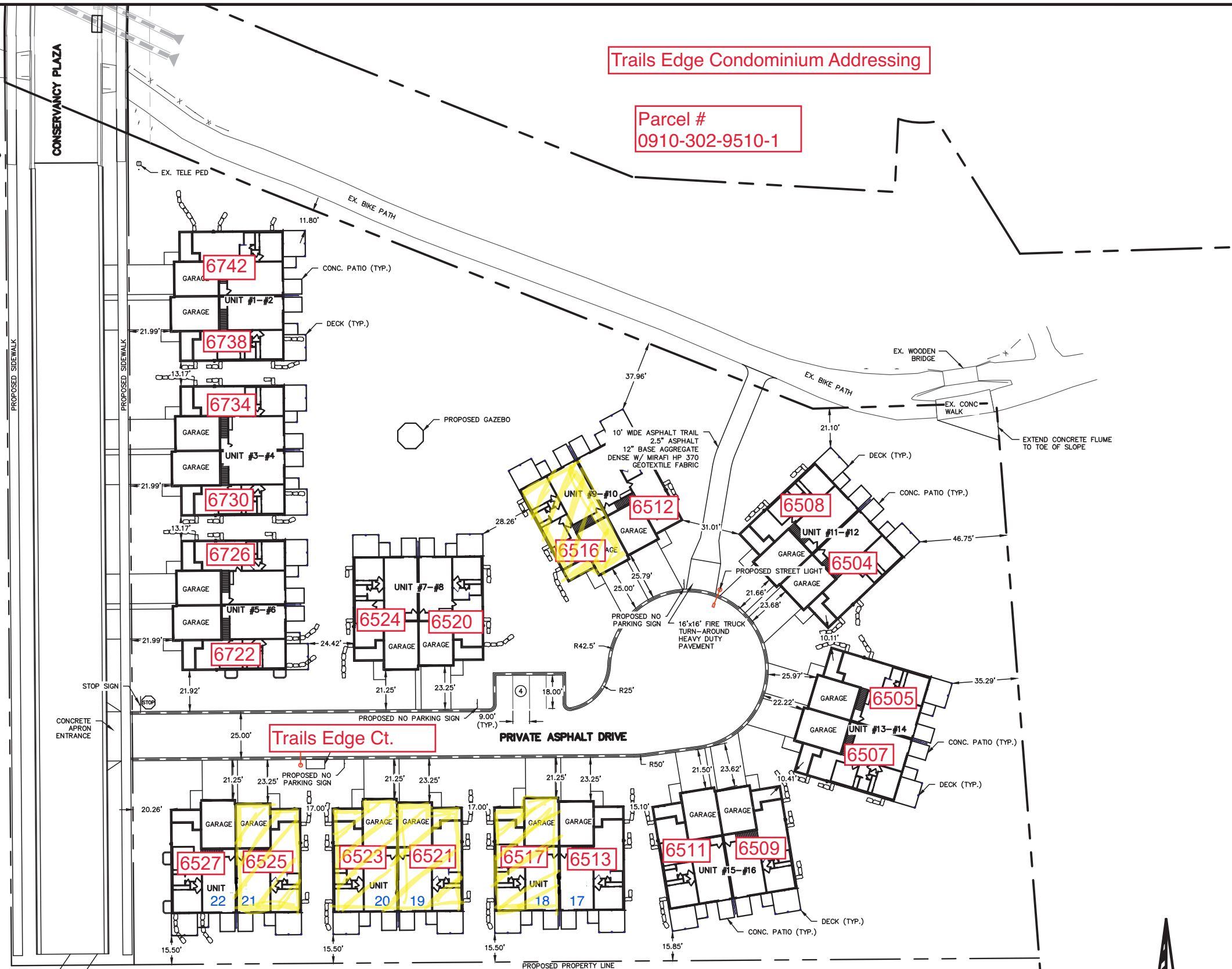
SIGNAGE NOTES:
ALL SIGNS SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH THE 2009 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

SIGNS SHALL BE A DISTANCE OF 7" FROM GROUND LEVEL TO THE BOTTOM OF THE SIGN MOUNTED ON THE POST AND LOCATED 3' BEHIND THE BACK OF CURB.

STREET NAME SIGNS SHALL HAVE WHITE LETTERS AND GREEN BACKGROUND.

STREET NAME SIGNS SHALL BE PLACED ABOVE STOP SIGNS AT INTERSECTIONS THAT REQUIRE STOP SIGNS.

SIGN POSTS SHALL BE 2-3/8" O.D. GALVANIZED 10 FT LONG, 13 GAUGE, AND 0.095 WALL THICKNESS. MOUNT SIGN AT TOP OF THE POST, AND INSTALL POSTS 3" DEEP AND MIX 1/2 BAG OF 80 LB SAKRETE CONCRETE POURING IS AROUND THE POST BELOW THE GROUND BEFORE COVERING WITH 8".



TRAILS EDGE CONDOMINIUMS

SITE PLAN

SHEET: 3 OF 13
DATED: OCTOBER 25, 2019

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



www.quamengineering.com
4604 Siggelkow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 838-7750; Fax (608) 838-7752



Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: Trails Edge Condominiums Master Association, Inc.

Principal Office

Mailing Address: 401 north century avenue
City: waunakee
State: WISCONSIN (WI)
Zip Code: 53597

Registered Agent

Registered Agent Individual:
Name of Entity: ACCESSION LAW LLC
Street Address: 318 S Main Street, PO Box 12
City: Blanchardville
State: WI
Zip Code: 53516

Select Statement

Select one statement: The corporation will have members
Is this corporation authorized to make distributions under the statute?: No
This document was drafted by: Attorney James N Graham

Incorporator

Name: Attorney James N Graham
Street Address: 318 S Main Street
City: Blanchardville
State: WI
Zip Code: 53516

Incorporator Signature

I understand that checking this box constitutes a legal signature: Yes
Incorporator Signature: James Graham

Optional Articles

The purpose(s) for which the corporation is incorporated: Condominium master association
Delayed Effective date:

Directors

Optional Contact Information

Name: Attorney James N Graham
Address: 318 S Main Street, PO Box 12
City: Blanchardville
State: WI
Zip Code: 53516
Phone Number: 6086636464
Email Address: james@accessionlaw.com

Endorsement

Received Date: 01/02/2020
FILED

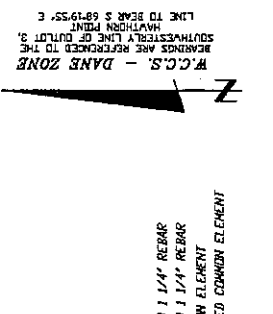
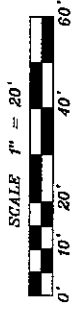
TRAILS EDGE-10 CONDOMINIUM PLAT

DANE COUNTY, WISCONSIN

WILLIAMSON SURVEYING & ASSOCIATES, LLC

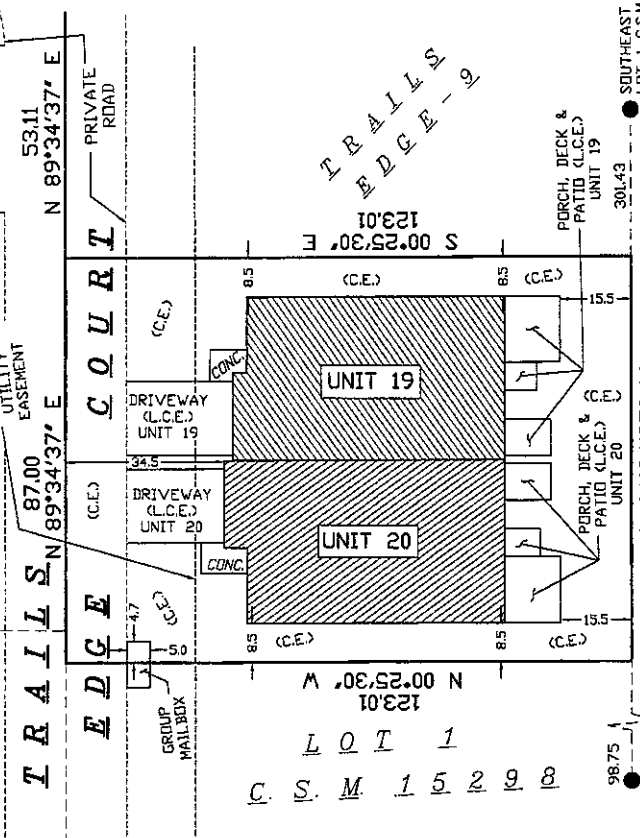
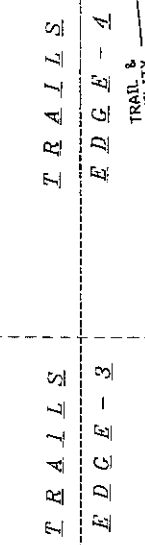
NOTES:
THE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJACENT AREAS. THEREFORE, SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.

- 1) AREA COMPUTATIONS AND DIMENSIONS ARE BASED ON FIELD MEASUREMENTS OR ARCHITECTURAL PLANS DIMENSIONS AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.
- 2) DRIVEWAYS ARE LIMITED COMMON ELEMENTS.
- 3) SIDEWALKS ARE LIMITED COMMON ELEMENTS.
- 4) PATIOS ARE LIMITED COMMON ELEMENTS.
- 5) WOOD DECKS ARE LIMITED COMMON ELEMENTS.
- 6) ALL OTHER AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENT, IS A COMMON ELEMENT.
- 7) TOTAL AREA OF CONDOMINIUM = 10701 SQ.FT. OR 0.25 ACRES
- 8) THERE ARE NOT WETLANDS LOCATED ON THIS SITE AS DELINEATED BY HEARTLAND ECOLOGICAL GROUP. SEE 10-31-2019 REPORT.
- 9) FLOODED PLAIN, IF PRESENT, HAS NOT BEEN LOCATED OR SHOWN.



DESCRIPTION:

Part of Lot 1, Certified Survey Map No. 15298, recorded in the Dane County register of deeds in Volume 109 of Certified Survey Maps, Pages 163-166 as Document No. 5542545, located in part of the NW 1/4 and NE 1/4 of Section 30, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin being more particularly described as follows:
Commencing at the southeast corner of said Lot 1, thence S 87°34'37" W along the southerly line of said Lot 1, 301.43 feet to the point of beginning, thence continue S 89°34'37" W along said southerly line, 87.00 feet to the southeast corner of said Lot 1, thence S 89°34'37" E, 87.00 feet to the northeast corner of said Lot 1, thence N 00°25'30" E, 123.01 feet to the point of beginning. This parcel contains 10701 sq. ft. or 0.25 acres thereof.



RECEIVED FOR RECORDING THIS 30th DAY OF December 2019 AT 3:37 O'CLOCK P.M. AND RECORDED IN VOLUME 7-114B ON PAGES 1 AND 2

DOCUMENT NO. 5552434 *Kristi Blomquist by S. Dickhoff Deputy*
REGISTER OF DEEDS

WILLIAMSON SURVEYING & ASSOCIATES, LLC
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN 53197
NINA T. PRIEVE & CHRIS V. ADAMS
PROFESSIONAL LAND SURVEYORS
PHONE: 608-253-5765 FAX: 608-849-9768 WEB: WILLIAMSONSURVEYING.COM



Chris V. Adams, Professional Land Surveyor, hereby certifies that this plat is a correct representation of the condominium described and identification and location of the units and the common and limited common elements can be determined from the plat.

Williamson Surveying and Associates, LLC
by Nina T. Prieve & Chris V. Adams
DATE: Dec. 20, 2019

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this 27 day of December, 2019

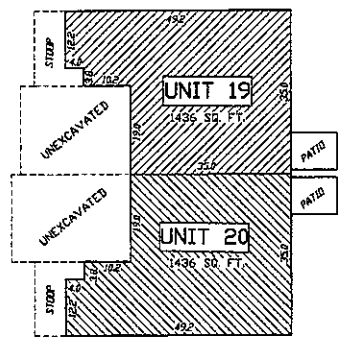
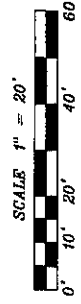
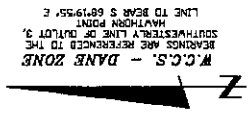
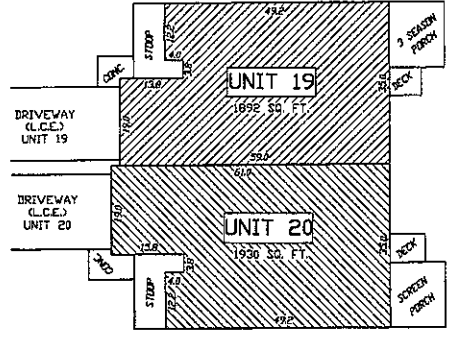
Nancy Speth
Dane County Planning and Development

SURVEYORS SEAL

DRAWN BY: CHRIS ADAMS
DRAWING NO: JPM-216
SHEET: 1 OF 2

TRAILS EDGE-10 CONDOMINIUM PLAT

DANE COUNTY, WISCONSIN
WILLIAMSON SURVEYING & ASSOCIATES, LLC



FIRST FLOOR

FOUNDATION FLOOR

NOTES:

- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
- AREA COMPUTATIONS AND DIMENSIONS ARE BASED ON FIELD MEASUREMENTS OR ARCHITECTURAL PLANS DIMENSIONS AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.
- DRIVEWAYS ARE LIMITED COMMON ELEMENTS.
- SIDEWALKS ARE LIMITED COMMON ELEMENTS.
- PATIOS ARE LIMITED COMMON ELEMENTS.
- WOOD DECKS ARE LIMITED COMMON ELEMENTS.
- ALL OTHER AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENT, IS A COMMON ELEMENT.
- TOTAL AREA OF CONDOMINIUM = 10704 SQ.FT. OR 0.23 ACRES
- THERE ARE NOT WETLANDS LOCATED ON THIS SITE AS DELINEATED BY HEARTLAND ECOLOGICAL GROUP. SEE 10-11-2019 REPORT.
- FLOOR PLAN, IF PRESENT, HAS NOT BEEN LOCATED OR SHOWN.

SURVEYORS SEAL

DRAWN BY: CHRIS ADAMS
DRAWING NO: 194-346
SHEET: 2 OF 2

WILLIAMSON SURVEYING & ASSOCIATES, LLC
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NDA T. PRIEVE, & CHRIS V. ADAMS
PROFESSIONAL LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM