BYLAWS OF
HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, INC.

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ARTICLE 1 NAME, PURPOSE AND ADDRESS

(a) Name; Purpose. The name of the corporation is Hidden Valley Condominiums Master Association, Inc. (the "Association" also referred to below as the "HVCMA"). The Association is incorporated as a Wisconsin nonstock, nonprofit corporation. These Bylaws govern the operations of the Association and all condominiums and their associations, common elements, limited common elements and units formed under its purposes, all located in the Village of DeForest, Dane County, Wisconsin. The following condominiums are subject to the governance of the Association:
Hidden Valley-1 Condominium, Hidden Valley-2 Condominium, Hidden Valley-3 Condominium, Hidden Valley-4 Condominium, Hidden Valley-5 Condominium, Hidden Valley-6 Condominium, Hidden Valley-7 Condominium, Hidden Valley-8 Condominium, Hidden Valley-9 Condominium, Hidden Valley-10 Condominium, Hidden Valley-11 Condominium, Hidden Valley-12 Condominium, Hidden Valley-13 Condominium, Hidden Valley-14 Condominium, Hidden Valley-15 Condominium, Hidden Valley-16 Condominium, Hidden Valley-17 Condominium.

Each of the above-listed condominiums are subject to the terms of the Declaration of Covenants and Restrictions for Hidden Valley Condominiums Master Association and each has an unincorporated association which is managed and controlled by the HVCMA. As used herein, "a Unit" of a condominium shall apply to each and every unit in the above-listed condominiums.

1.2 Address. The principal office and mailing address of the Association is the office of the registered agent on file with the Wisconsin Department of Financial Institutions (or its successor agency).

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1.3 Binding Effect; Purpose of Association. The Association shall be a master association within the meaning of sec. 703.155, Wis. Stats. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, any other associations within the Condominium, and their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

ARTICLE 2 MEMBERSHIP

2.1 Membership and Votes. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of all of the Hidden Valley Condominiums units. There are 17 condominiums consisting of 2 units each for a total of 34 units, all of which shall be subject to this Association and these Bylaws. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees and Land Contract Vendors) are not members of the Association. Each Unit shall have one vote in the Association.

2.2 Commencement and Termination. Membership shall immediately commence upon a Unit Owner's acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to a personal representative or trustee upon the Unit Owner's death, such successor shall automatically become a member of the Association.

2.3 Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association. However, a Unit Owner may lose the ability or privilege to vote in the Association as set forth in these Bylaws.

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

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

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

2.7 Quorum. Unit Owners holding fifty-one percent (51 %) of the total votes of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.8 Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in

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the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.9 Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting.

2.10 Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

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

ARTICLE 3 MEETINGS OF MEMBERS

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

3.2 Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first January after termination of Declarant Control. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of January of each succeeding year or such other time and place as the Board of Directors may set.

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

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

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

3.6 Duties of Officers at Meetings. The president of the Association shall preside at all

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

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

(a) Calling the meeting to order;
(b) Calling the roll of Unit Owners and certifying the proxies;
(c) Proof of notice of meeting or waiver of notice;
(d) Approval of the minutes from prior meetings;
(e) Reports of officers;
(f) Election of directors (if appropriate);
(g) Old business;
(h) New business;
(i) Adjournment.

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

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

3.10 Electronic delivery of notice, Electronic Meetings and Electronic Voting. Each Unit Owner shall notify the Association of a valid email address by which the Association may contact the Unit Owner. Notice sent by email shall constitute valid delivery. Meetings may be held by electronic means. Votes may be taken by email voting or other electronic means.

ARTICLE 4 BOARD OF DIRECTORS

4.1 The affairs of the Association shall be managed by a board of directors (the "Board of Directors").

4.2 During Declarant Control. During the period of Declarant Control as defined in the Declaration of the Declaration of Covenants and Restrictions for Hidden Valley Condominiums Master Association, the Declarant shall select two directors who shall manage the affairs of the Association. Each Unit Owner irrevocably consents to appointment by the Declarant to serve on the Board of Directors during the period of Declarant Control. Prior to termination of the period of Declarant Control, the Declarant shall designate one Director to serve up until the first annual meeting and one Director to serve up until the first annual meeting and for a one year term thereafter.

4.3 Number of Directors and Membership in Association. Upon termination of the

period of Declarant Control, the number of directors on the Board of Directors shall be increased to three (3). At a meeting of the membership of the Association at the end of Declarant Control, the third director shall be elected by majority vote to serve up until the first annual meeting and for a two year term thereafter At the first annual meeting, the membership of the Association shall elect one Director to serve a 3 year term. No more than one director at any given time may be a person who is not also a Unit Owner. In the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.4 Term of Office. Except during the period of Declarant Control, each director shall take office at the annual meeting and shall serve for a term of three years.

4.5 Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall serve notice on all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be served on the Secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.6 Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office. Notwithstanding the foregoing, during the period of Declarant Control, only the Declarant shall have the right to replace any director elected by Declarant.

4.7 Removal. Prior to the Termination of the period of Declarant Control, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any Director may be removed from the Board of Directors, with or without cause, by a ¾ majority vote of the Unit Owners.

4.8 Compensation. No Director shall receive any compensation for his or her services as a Director of the Association other than reimbursement for reasonable out- of-pocket expenses incurred in the performance of Directors' duties. However, this provision does not prohibit a manager or other service provider from charging reasonable compensation for duties performed for the Association other than acting as a Director. This provision does not prohibit a Director from receiving compensation for acting as an officer (such as a fee paid to act as Secretary/Treasurer).

ARTICLE 5 MEETINGS OF THE BOARD OF DIRECTORS

5.1 Regular Meetings. Until the Termination of Declarant Control, the regular meeting of the Board of Directors shall be held on the same date and immediately following the annual meeting or at such place as the Board of Directors may vote to hold the meeting.

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

5.3 Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary

to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.4 Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the Directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called

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

ARTICLE 6 POWERS AND DUTIES OF BOARD OF DIRECTORS

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

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association as provided in the Declaration;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

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

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

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

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

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

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

6.2 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize.

ARTICLE 7 OFFICERS AND THEIR DUTIES

7.1 Officers. The principal officers of the Association shall be the President, Vice-President, and Secretary/Treasurer, all of whom shall be elected by the Board of Directors.

7.2 Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

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

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

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

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

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

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

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(b) Vice President. The Vice President shall act in the place of the president in the event of the president's absence, inability or refusal to act.

(c) Secretary/Treasurer. The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list; and perform such other duties incident to the office of a secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors. The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.8 Compensation. The Board of Directors may establish reasonable compensation for the Secretary/Treasurer of the Association and shall reimburse all officers for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.9 Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE 8 BOOKS AND RECORDS

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

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

ARTICLE 9 BUDGET, ASSESSMENT, AND ANNUAL REPORT

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

9.2 Budget. After the expiration of the period of Declarant Control, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds, if any and to the extent provided in the Declaration, to be collected for the ensuing year after considering:

(a) The reserve funds then in the reserve account;

(b) The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

(c) The estimated remaining useful life of the Common Elements; and

(d) The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

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9.3 Levying and Payment of General Assessments.

(a) Period of Declarant Control. During the Period of Declarant Control, Declarant shall NOT pay dues to the Association except to the extent necessary to cover insurance costs allocated to Declarant's Units, but Declarant shall pay directly and shall be responsible for all other Common Expenses including snow-plowing, lawncare, common element maintenance and repair expenses and book-keeping.

(b) After Period of Declarant Control. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the total number of Units (1/34 per Unit). On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

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

9.5 Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

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

9.7 Statutory Reserve Account. A statutory reserve account will not be maintained by the Association.

ARTICLE 10 USE

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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

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

(f) 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 these Bylaws, the Declaration, and the Rules and Regulations of the HVCMA, and shall be responsible for securing such compliance from the tenants.

10.3 ARTICLE 11 PROHIBITION AGAINST NUISANCES.

10.4 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 HVCMA. 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 11 ENFORCEMENT OF CONDOMINIUM DOCUMENTS

11.1 It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

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ARTICLE 12 LIABILITY AND INDEMNITY

12.1 General Scope and Definitions.

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

(b) “Proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person. For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding and liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.2 Mandatory Indemnification.

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

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

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

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

12.4 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his

or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined that indemnification is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.5 Partial Indemnification. If it is determined that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances. If it is determined that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

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

12.7 Limited Liability of Directors and Officers. A director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform arises from an intentional or willful disregard of fiduciary duties.

12.8 Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise EXCEPT the Association shall not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights if it is determined by or on behalf of the Association that the director or officer breached or failed to perform a duty owed to the Association. A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

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

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

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ARTICLE 13 GENERAL PROVISIONS

13.1 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act, including the provisions relating to master associations, and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

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

ARTICLE 14 AMENDMENT

14.1 These Bylaws may be amended by vote of at least sixty-seven percent (67%) of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

IN WITNESS WHEREOF, the Association, by the duly authorized Declarant, has caused these Bylaws to be adopted EFFECTIVE 08 / 12 / 2025, 2025.

BJS Design-Build LLC by Bryan Sipple

Jennifer Sipple

BJS Design-Build LLC by Jennifer Sipple

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Wisconsin.Gov

State of Wisconsin

Department of Financial Institutions

Corporations Bureau

Form 102 - Nonstock Corporation Articles of Incorporation

Name of Corporation

The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 1 Name of Corporation:	Hidden Valley Condominiums Master Association, Inc.

Article 2 Principal Office

Mailing Address:	401 N CENTURY AVENUE
City:	WAUNAKEE
State:	WI
Zip Code:	53597

Article 3 Registered Agent

Registered Agent Individual:	
Name of Entity:	BJS DESIGN-BUILD, LLC
Street Address:	401 N CENTURY AVENUE
City:	WAUNAKEE
State:	WI
Zip Code:	53597
Email:	james@accessionlaw.com

Select Statement

Article 4 Select one statement:	The corporation will have members
Article 5 Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Attorney James N Graham

Article 6 Incorporator

Name:	Attorney James N Graham
Street Address:	PO Box 12
City:	Blanchardville
State:	WI
Zip Code:	53516

Incorporator Signature

I understand that checking this	Yes

box constitutes a legal signature:	
Incorporator Signature:	James N Graham

Article 7 Optional Articles

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

Article 8 Directors

Name:	Bryan Sipple
Street Address:	401 N CENTURY AVENUE
City:	WAUNAKEE
State:	WI
Zip Code:	53597
Name:	Jennifer Sipple
Street Address:	401 N CENTURY AVENUE
City:	WAUNAKEE
State:	WI
Zip Code:	53597
Name:	Attorney James N Graham
Street Address:	PO Box 12
City:	Blanchardville
State:	WI
Zip Code:	53516

Optional Contact Information

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

Endorsement

	FILED
Received Date:	08/12/2025
Entity ID:	H082148

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: **39-3717617**

Legal Name: **HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION INC**

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

CLICK HERE for Your EIN Confirmation Letter Help with saving and printing your letter

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN. Continue >>

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Dropbox Sign

Audit trail

Title	Bylaws for Hidden Valley Condominiums Master Association Inc...
File name	Bylaws_of_HVCMA.pdf and 2 others
Document ID	b1edae6efa483e7533e875420c83102f5154a458
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**08 / 12 / 2025** 15:50:05 UTC	Sent for signature to Bryan Sipple (bryan@cchofwaunakee.com) and Jennifer S. Sipple (jennie@cchofwaunakee.com) from accessionlaw@gmail.com IP: 69.129.198.234
VIEWED	**08 / 12 / 2025** 15:53:25 UTC	Viewed by Bryan Sipple (bryan@cchofwaunakee.com) IP: 134.215.116.89
SIGNED	**08 / 12 / 2025** 15:53:45 UTC	Signed by Bryan Sipple (bryan@cchofwaunakee.com) IP: 134.215.116.89
VIEWED	**08 / 12 / 2025** 18:29:00 UTC	Viewed by Jennifer S. Sipple (jennie@cchofwaunakee.com) IP: 134.215.116.89
SIGNED	**08 / 12 / 2025** 18:30:07 UTC	Signed by Jennifer S. Sipple (jennie@cchofwaunakee.com) IP: 134.215.116.89
COMPLETED	**08 / 12 / 2025** 18:30:07 UTC	The document has been completed.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039980
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 16

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR
HIDDEN VALLEY CONDOMINIUMS
MASTER ASSOCIATION

This document drafted by
and should be returned to:

Attorney James N. Graham
SBN 1025042
Accession Law LLC
PO BOX 12
BLANCHARDVILLE, WI 53516

TAX PARCEL #s: SEE EXHIBIT A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

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RESTRICTIONS

FOR
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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration"), is made on the date signed by Declarant below, 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.

1.2 Runs with the land/No Merger. 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. The covenants, restrictions and the easements contained herein are entered into, in part, for the benefit of Declarant's successors and assigns, and the doctrine of merger of interests shall not apply to this instrument.

ARTICLE 2 LEGAL DESCRIPTION

2.1 These covenants and restrictions apply to the "Land." The "Land" is that area described in the legal description attached as **Exhibit A** along with any additional lands subjected to these terms and conditions by Declarant.

2.2 The term "Property" refers to each and every one of the condominiums subjected to the Association and all land, improvements and appurtenances thereto.

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 HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, INC. ("HVCMA").

3.4 The covenants and restrictions stated herein apply to any and all condominium units created on the Property. 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 There are 17 condominiums with 2 Units each totalling 34 Units subject to HVCMA and those Unit Owners shall be members of the HVCMA.

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 HIDDEN VALLEY CONDOMINIUMS Master Association, Inc. (the "HVCMA").

4.2 Address and Registered Agent. The address and registered agent of the HVCMA shall be maintained on file with the Wisconsin Department of Financial Institutions ("WDFI"). Unless and until modified by the HVCMA, the initial registered agent and address is the Declarant BJS Design-Build LLC at 401 North Century Avenue Waunakee, WI 53597. The Declarant reserves the right to change the registered agent and address by filing a change of registered agent with WDFI.

4.3 The HVCMA shall be responsible for carrying out the purposes of this Declaration, including management and control of the Land. The HVCMA shall be responsible for acting as the board of directors for any and all condominium associations which have delegated power to the HVCMA and, regardless of such delegation, the HVCMA 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 HVCMA. The powers and duties of the HVCMA shall include those set forth in the HVCMA'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").

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

4.5 Board of Directors. The affairs of the HVCMA shall be governed by a board of directors.

4.6 Bylaws, Rules, and Violations. The HVCMA 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 HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

4.7 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 HVCMA (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws.

ARTICLE 5 COMMON EXPENSES.

5.1 Any and all expenses incurred by the HVCMA in connection with the management or maintenance of any Common Elements and administration of the HVCMA 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 mailbox area, 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 HVCMA 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 HVCMA 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 HVCMA 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 HVCMA 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 HVCMA 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 HVCMA 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 HVCMA 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 HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 BUT RESERVE FUND AUTHORIZED.

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

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

ARTICLE 7 VOTING

7.1 Voting. Members in good standing of the HVCMA shall be entitled to vote at meetings of the HVCMA. Each Unit in good standing shall be entitled to 1 vote out of the 34 total votes in the HVCMA.

7.1.1 Limitations on Voting Rights. No HVCMA 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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.

7.1.2 Quorum. A quorum for purposes of conducting the business of the HVCMA at a general meeting of the HVCMA shall be 51% of the votes entitled to be cast.

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

ARTICLE 8 MAINTENANCE AND REPAIRS.

8.1 Common Elements. The HVCMA shall be responsible for the management and control of the condominium property and of the common elements of each condominium subject to the HVCMA and shall maintain the same in good, clean, and attractive order and repair. The HVCMA shall be responsible for snow plowing all sidewalks, driveways, private roads 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 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 HVCMA 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 HVCMA 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

10.2.1 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;

10.2.2 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

10.2.3 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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.

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

10.2.5 The HVCMA may further limit the renting or leasing of Units pursuant to its rule-making authority and may increase the minimum lease term;

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

10.2.7 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 HVCMA, and shall be responsible for securing such compliance from the tenants.

10.2.8 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 HVCMA. 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 commercial or business sign may be displayed to the public view on any Unit without the written consent of the HVCMA and, if Declarant owns at least one Unit, the Declarant. This restriction is not intended to prohibit signs advertising that a Unit is listed or otherwise offered for sale. This restriction is not intended to prohibit signage on vehicles or trailers which are otherwise lawfully parked within the Property. 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 HVCMA from time to time to ensure that the required coverage is at all times provided.

13.2 Fire and Extended Loss Insurance. The HVCMA shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the HVCMA's service equipment, supplies and personal property, and for each Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued unless the HVCMA has opted, through a duly authorized bylaw, to modify the insurance requirement for Units. The insurance maintained by the HVCMA 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 HVCMA, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

13.3 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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 HVCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the HVCMA. The HVCMA shall be named insured and the insurance shall be in an amount of not less than

fifty percent (50%) of the HVCMA's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

13.5 Unless modified by the HVCMA through a duly adopted bylaw, 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 HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 14 IN 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 HVCMA 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 HVCMA, 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 HVCMA 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 HVCMA as trustee shall be disbursed by the HVCMA 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 HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

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

15.1.1 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.

15.1.2 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 HVCMA 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 HVCMA and shall have the right to appoint and remove the officers of the HVCMA and to exercise any and all of the powers and responsibilities assigned to the HVCMA 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 to purchasers of at least 75% of the Units subject to the HVCMA; 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.

16.5 **DECLARANT RESERVES the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at Declarant's sole discretion and at any time prior to Declarant's turnover of the Association. The resultant consolidated condominium may be created by the Declarant by recording a restatement of the declaration of the resultant condominium, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgement by any Unit Owner or Mortgagee and grants an irrevocable power of attorney to the Declarant for the limited purpose of merging condominiums. The merged condominium will continue to be governed by the HVCMA.**

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 HVCMA. 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 HVCMA. 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 in this Declaration relating to

easements for access, ingress, egress, sewer and water pipes, utilities, and stormwater management, and the obligations of HVCMA for maintenance thereof, may not be terminated, amended or modified without the written approval of the Village of DeForest.

ARTICLE 18 REMEDIES

18.1 The HVCMA, and with respect to easements and maintenance of private roads providing access to more than one unit, the Village of DeForest, 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 HVCMA, 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 party seeking enforcement in its sole discretion. In the event that the owner and/or occupant of a single unit within a Unit is in violation, liability shall be assessed only against the violating unit's owner.

18.3 The HVCMA 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. The Village of DeForest shall have the right to recover court costs and reasonable attorney fees in any successful action brought to enforce the rights of the Village of DeForest with respect to any of the easements granted herein or in any action to enforce the maintenance obligations of HVCMA to maintain private roads providing access to more than one unit.

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

18.5 Notwithstanding the foregoing, the HVCMA 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 HVCMA for the cost thereof within ten (10) days after receipt of written demand. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the owner or owners of a Unit as a Special Assessment. The Village of DeForest shall have the right to cure any violations of or interference with the easement rights granted to the Village herein.

18.6 In addition to all other remedies available to the HVCMA, the HVCMA 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. Perpetual easements are hereby granted, created and reserved over, through and underneath the Land and all Units, Limited Common Elements and Common Elements of any and all condominiums subjected to the HVCMA for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. Easements granted by and reserved to the HVCMA run to the benefit of, and

may be enforced by the owners of the Land, the owners of the Expansion Area, and the Village of DeForest. Without limitation, easements granted by and reserved to the HVCMA include an easement for management of stormwater over, across and through the stormwater sewer system on the Property in a manner consistent with stormwater management plans approved by the Village of DeForest. The Declarant hereby reserves for the HVCMA acting by and in the discretion of its board of directors, the rights to grant additional 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, except as to surface drainage rights, be confined, so far as practicable and consistent with good engineering practices, 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 HVCMA 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 HVCMA 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 HVCMA 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 16th day of July, 2025.

Bryan Sipple for BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 7/16/25 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE SIGNATURE

The undersigned first mortgagee hereby consents to this declaration.

First Mortgagee Wings Credit Union
By: Edward W Kinney its SVP

STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A – Legal Description and Tax Parcel Numbers

Legal Description:

> Lots 1-17, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174 as Document No 6033726. Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests, all located in the Village of DeForest, Dane County, Wisconsin.

PARENT PARCEL NUMBERS -
0910-192-4001-1
0910-192-4012-1
0910-192-4023-1
0910-192-4034-1
0910-192-4045-1
0910-192-4056-1
0910-192-4067-1
0910-192-4078-1
0910-192-4089-1
0910-192-4100-1
0910-192-4111-1
0910-192-4122-1
0910-192-4133-1
0910-192-4144-1
0910-192-4155-1
0910-192-4166-1
0910-192-4177-1

DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039981
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-1 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

23

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23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1 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.

20.2 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4 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.

20.5 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 21 EXPANSION RIGHTS

21.1 This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2 Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3 Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2 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 HVCMA.

24.3 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 16th day of July, 2025.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16th day of July, 2025 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

K Hills

Name: KHills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Wings Credit Union
By: _____
Edward W Kinney its SVP

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

_____
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/28/27

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A – Legal Description and tax parcel numbers

Lot 1, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4001-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

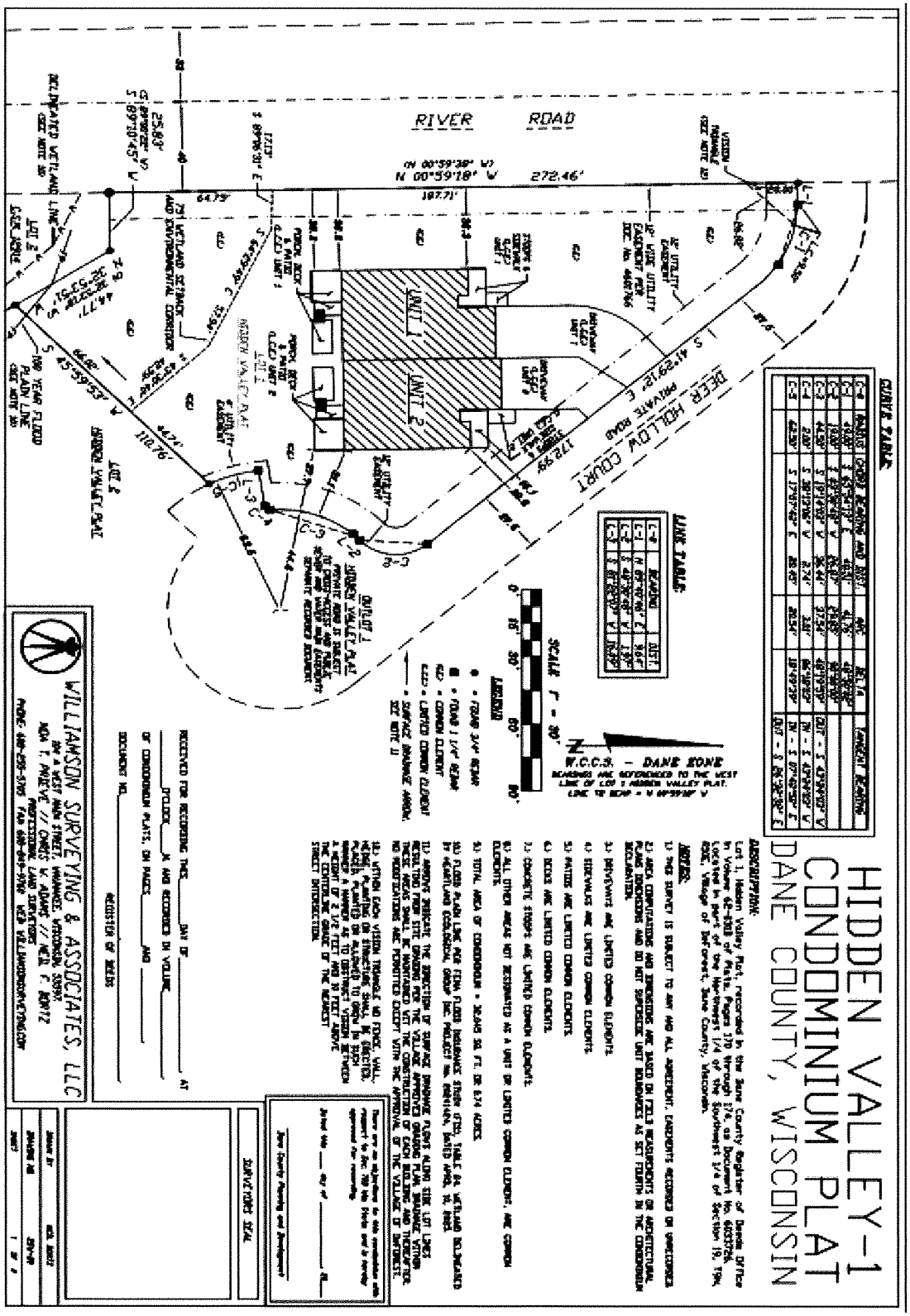
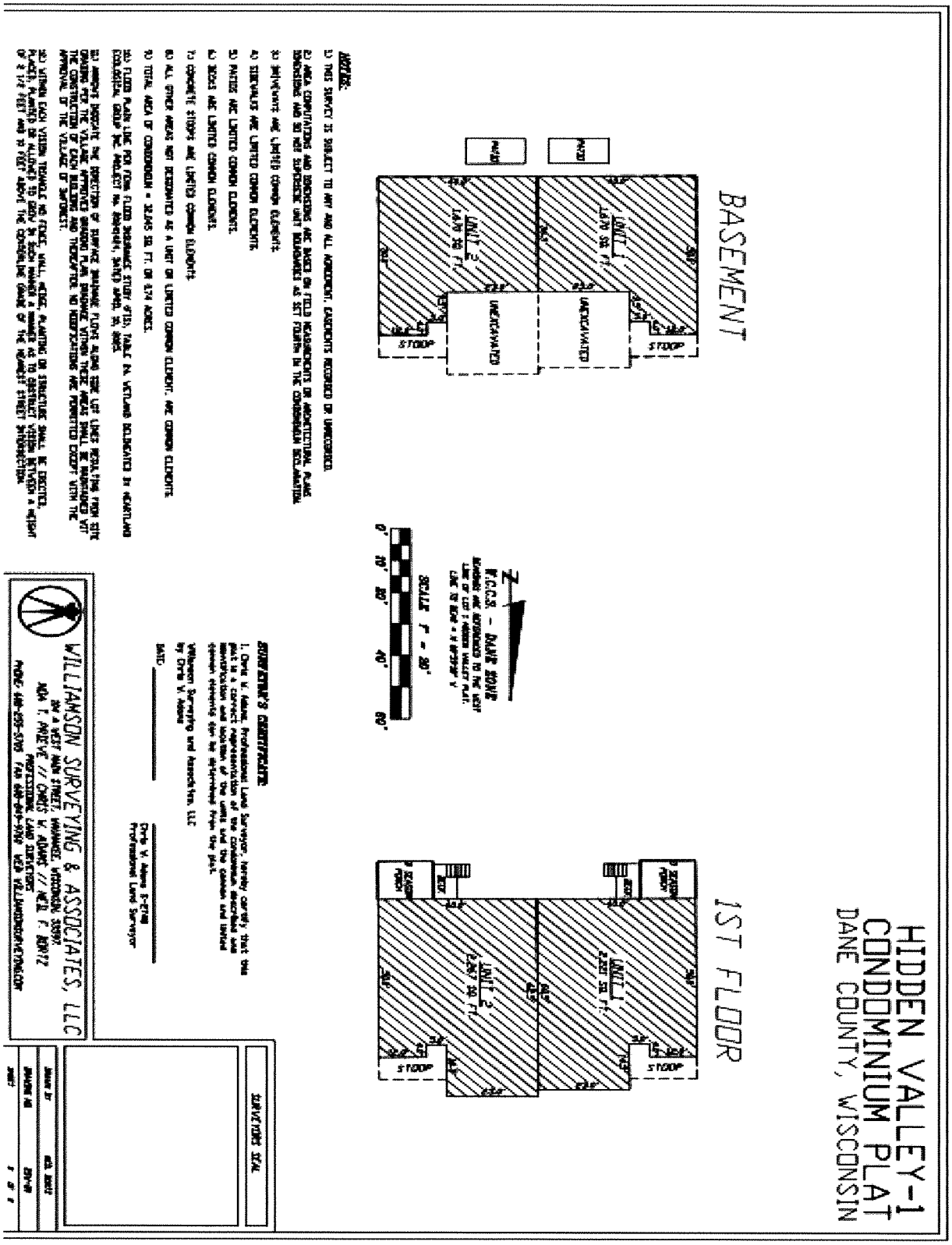


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039983
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-2 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 10th day of July, 2025.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 10th day of July, 2025 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Wings Credit Union
By: Edward W Kinney its SVP

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

K Hills
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A – Legal Description and tax parcel numbers

Lot 2, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4012-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

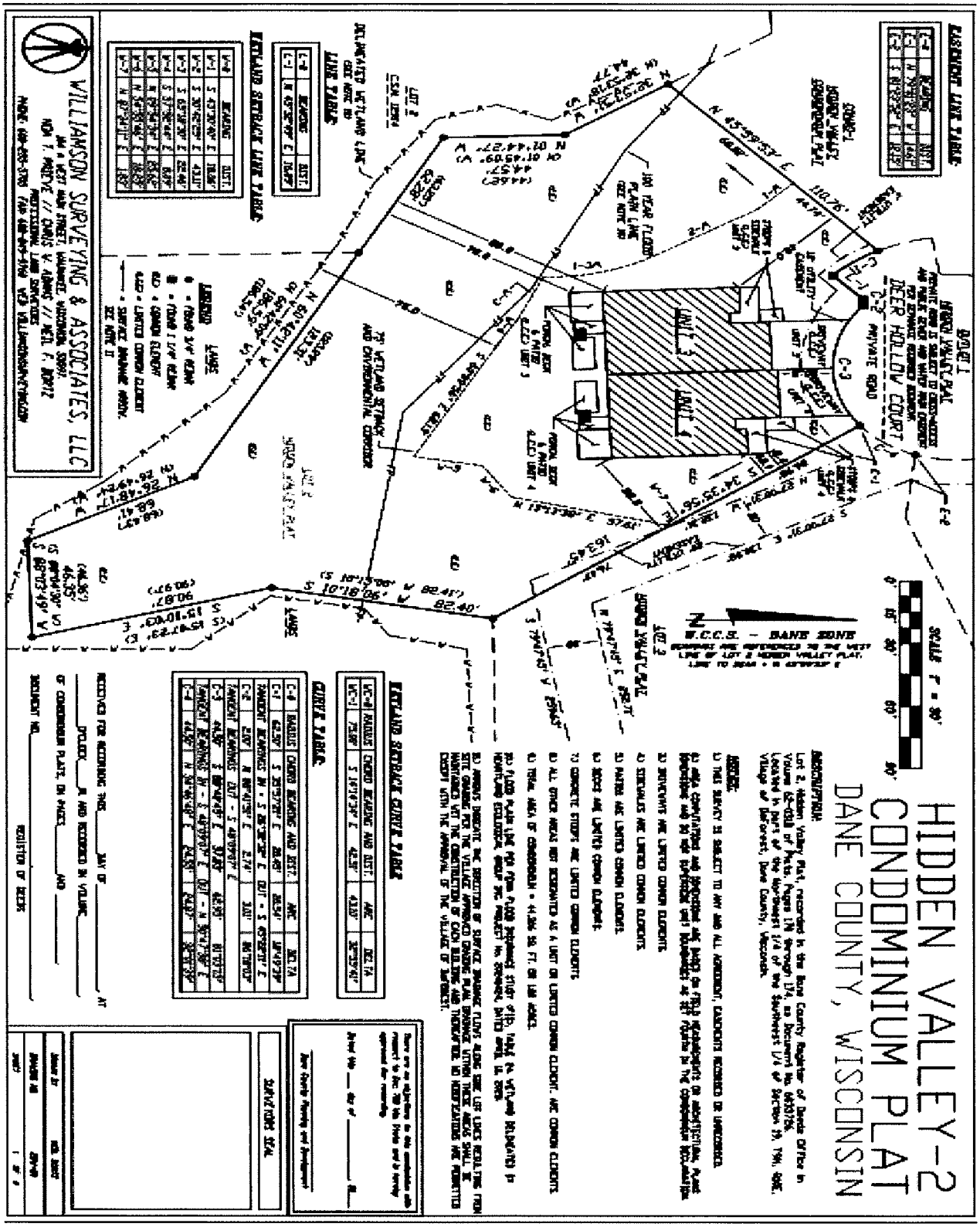
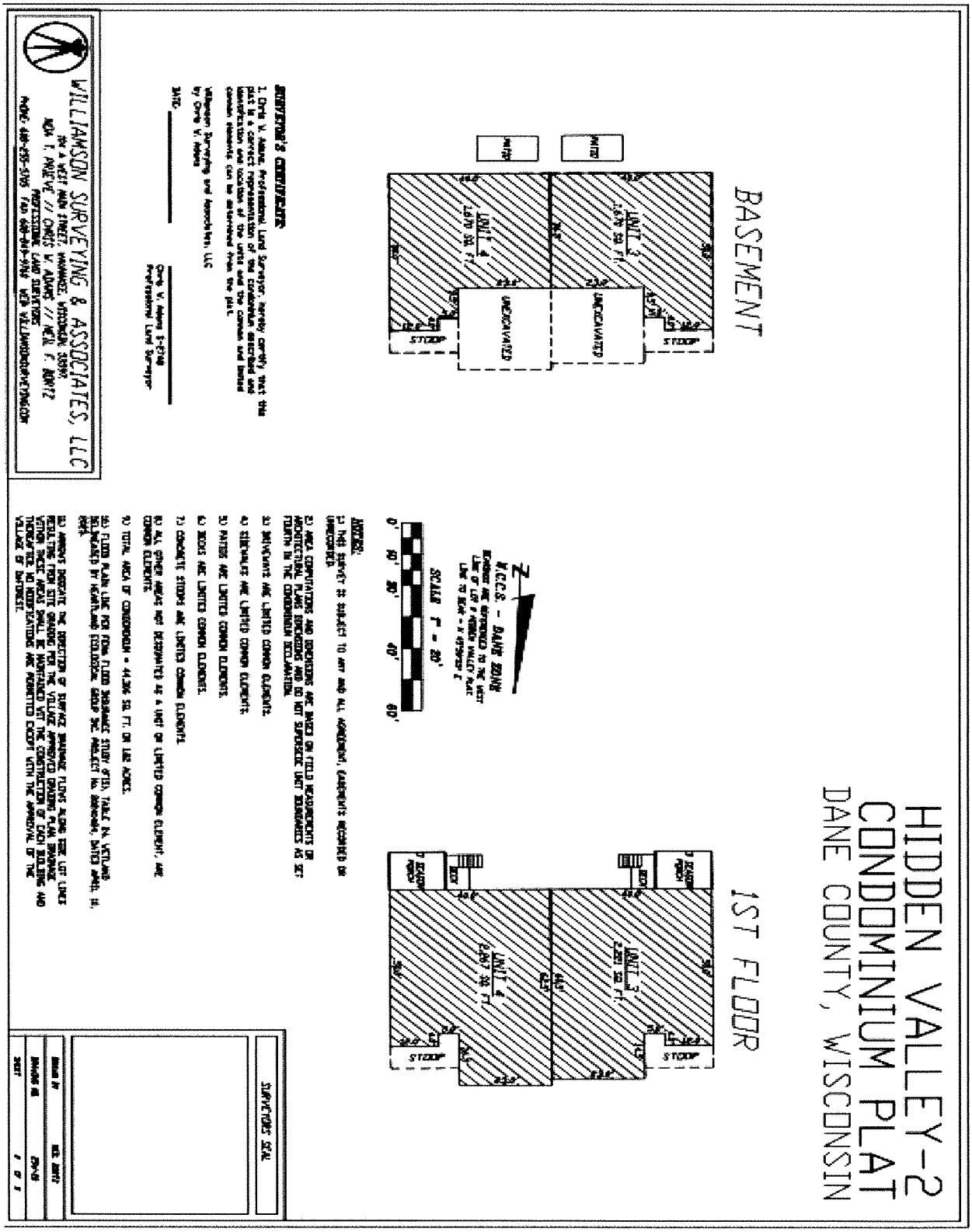


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039985
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-3 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

23

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-3 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2 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 HVCMA.

24.3 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 16th day of July, 2025.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16th day of July, 2025 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Wings Credit Union
By: Edward W Kinney its SVP

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

K Hills
Name: KHills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A – Legal Description and tax parcel numbers

Lot 3, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4023-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

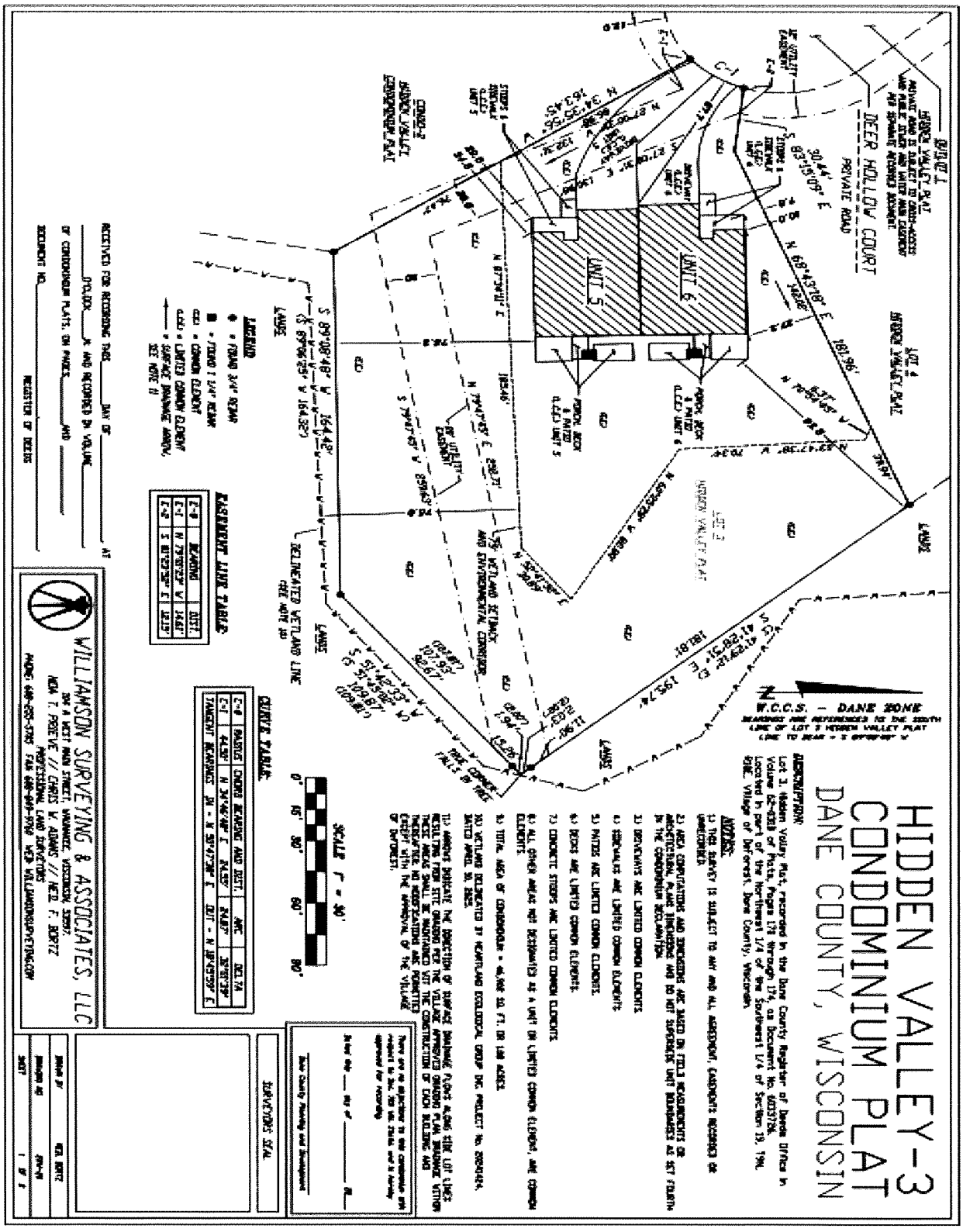
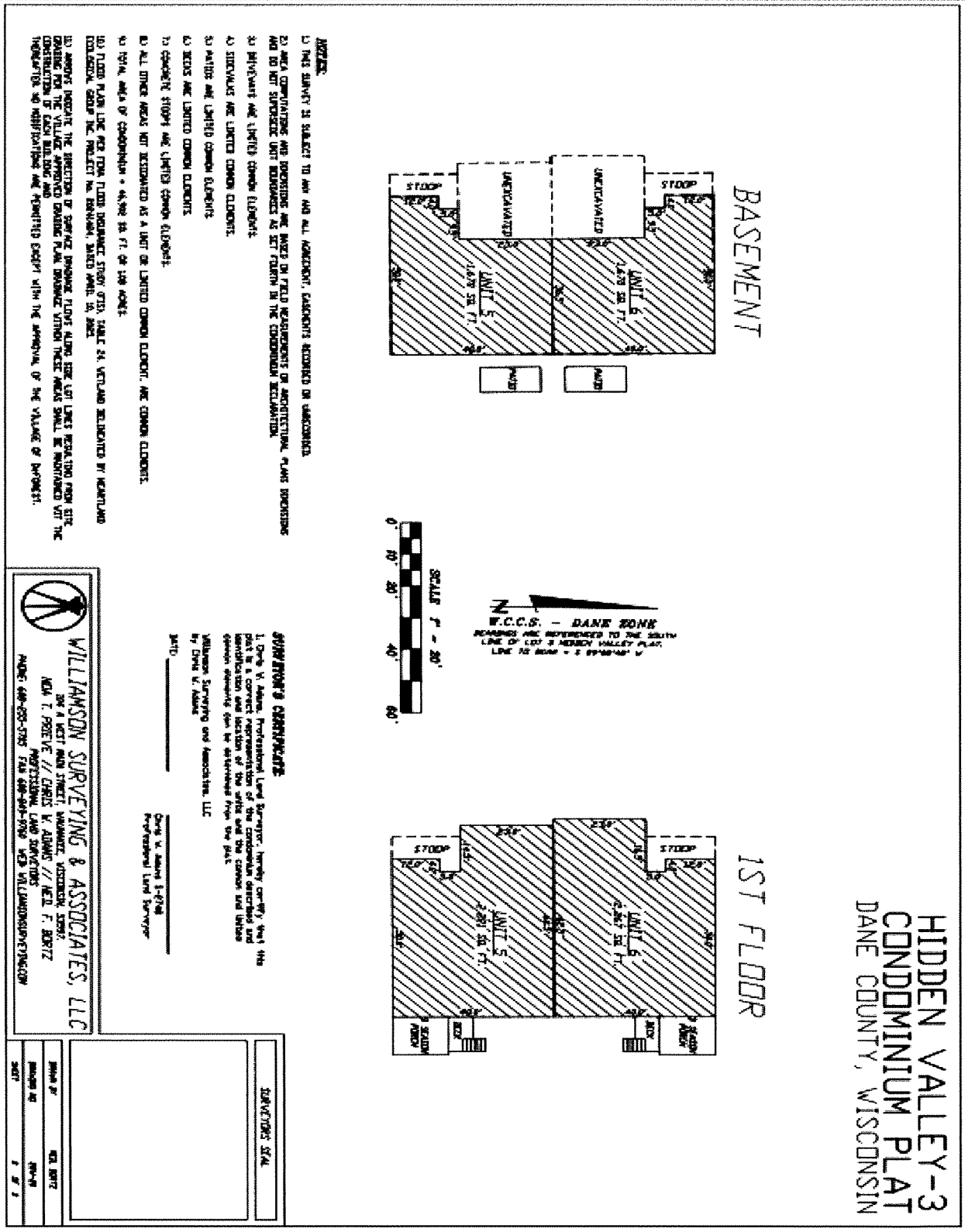


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039987
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-4 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1 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.

20.2 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4 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.

20.5 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 21 EXPANSION RIGHTS

21.1 This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2 Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3 Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2 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 HVCMA.

24.3 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 16th day of July, 2025.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16th day of July, 2025 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Wings Credit Union
By: Edward Kinney its SVP

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 4, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4034-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

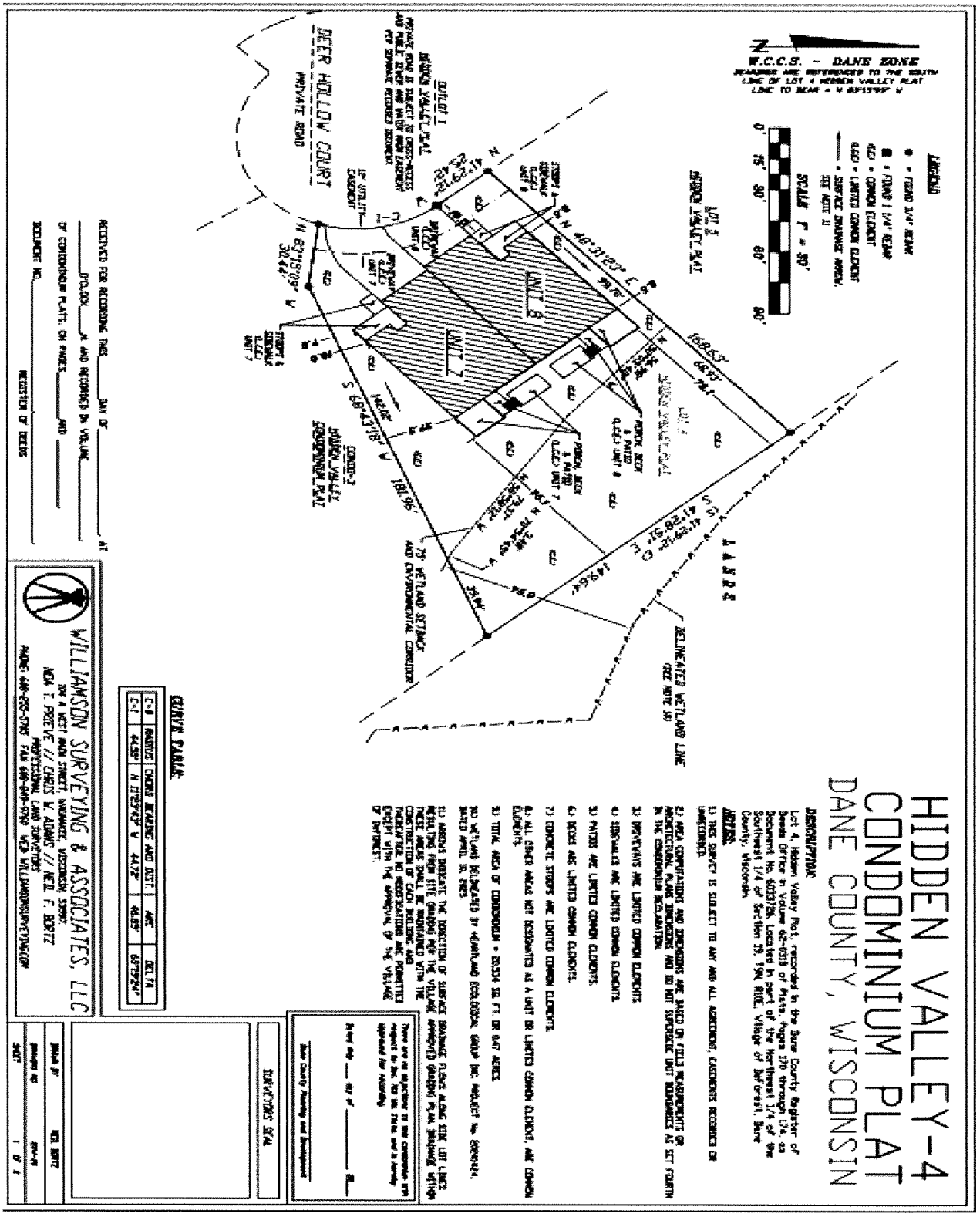
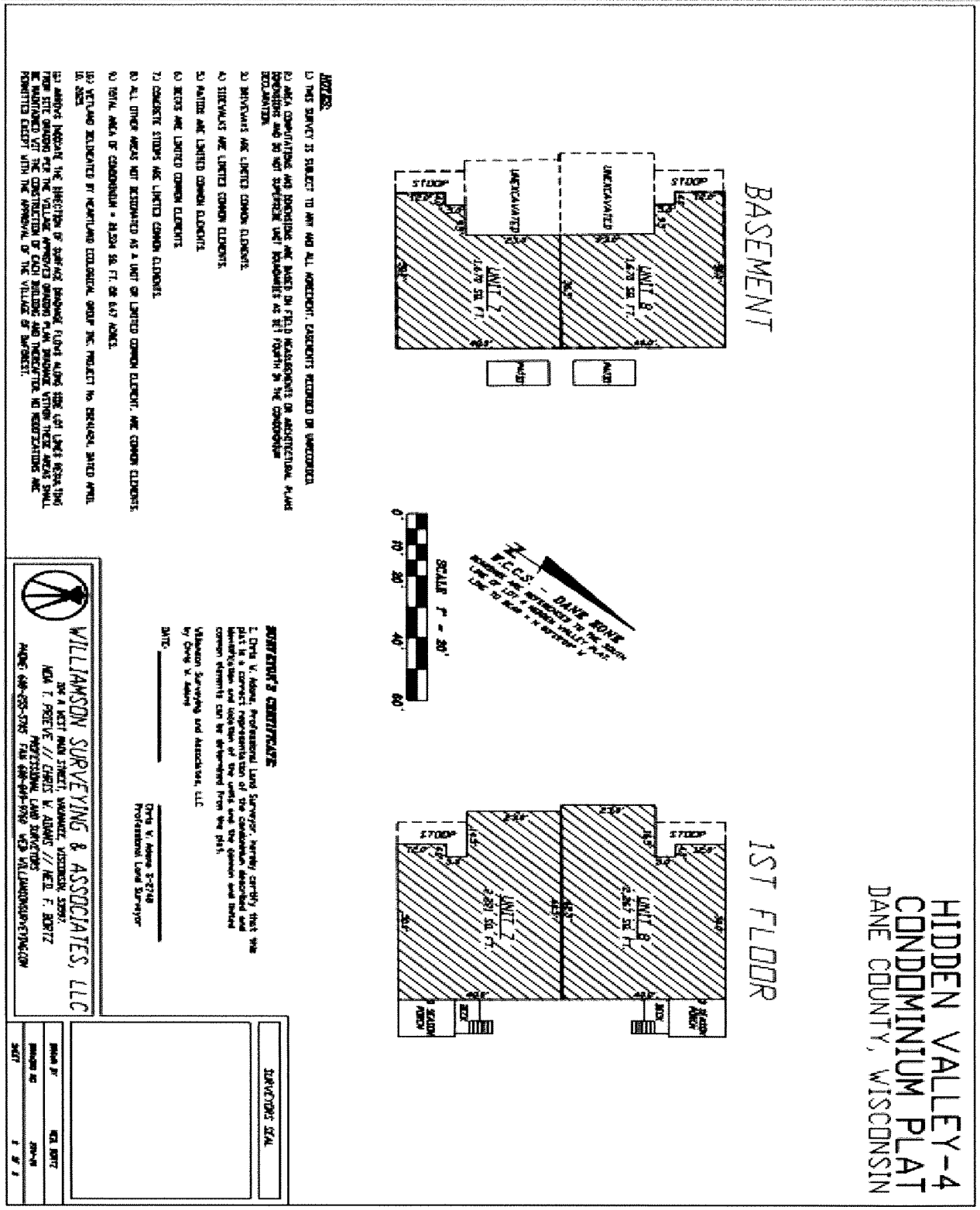


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039989
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-5 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

DECLARATION OF CONDOMINIUM

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Dated this 16th day of JULY, 2025

Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1 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.

20.2 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 11th day of July, 2025.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 11th day of July, 2025 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Wings Credit Union
By: Edward W Kinney its SVP

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

K Hills

Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A – Legal Description and tax parcel numbers

Lot 5, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER	0910-192-4045-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

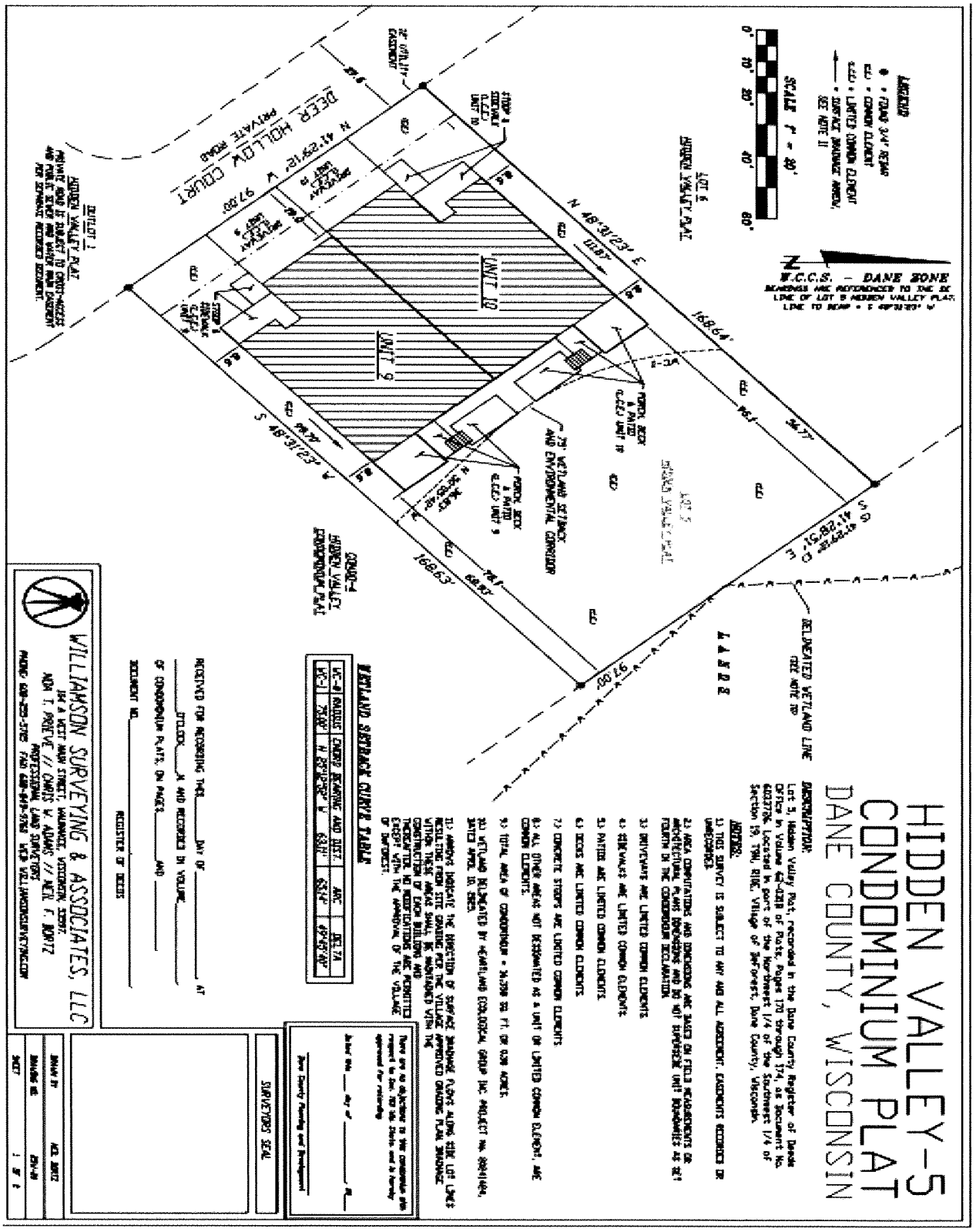
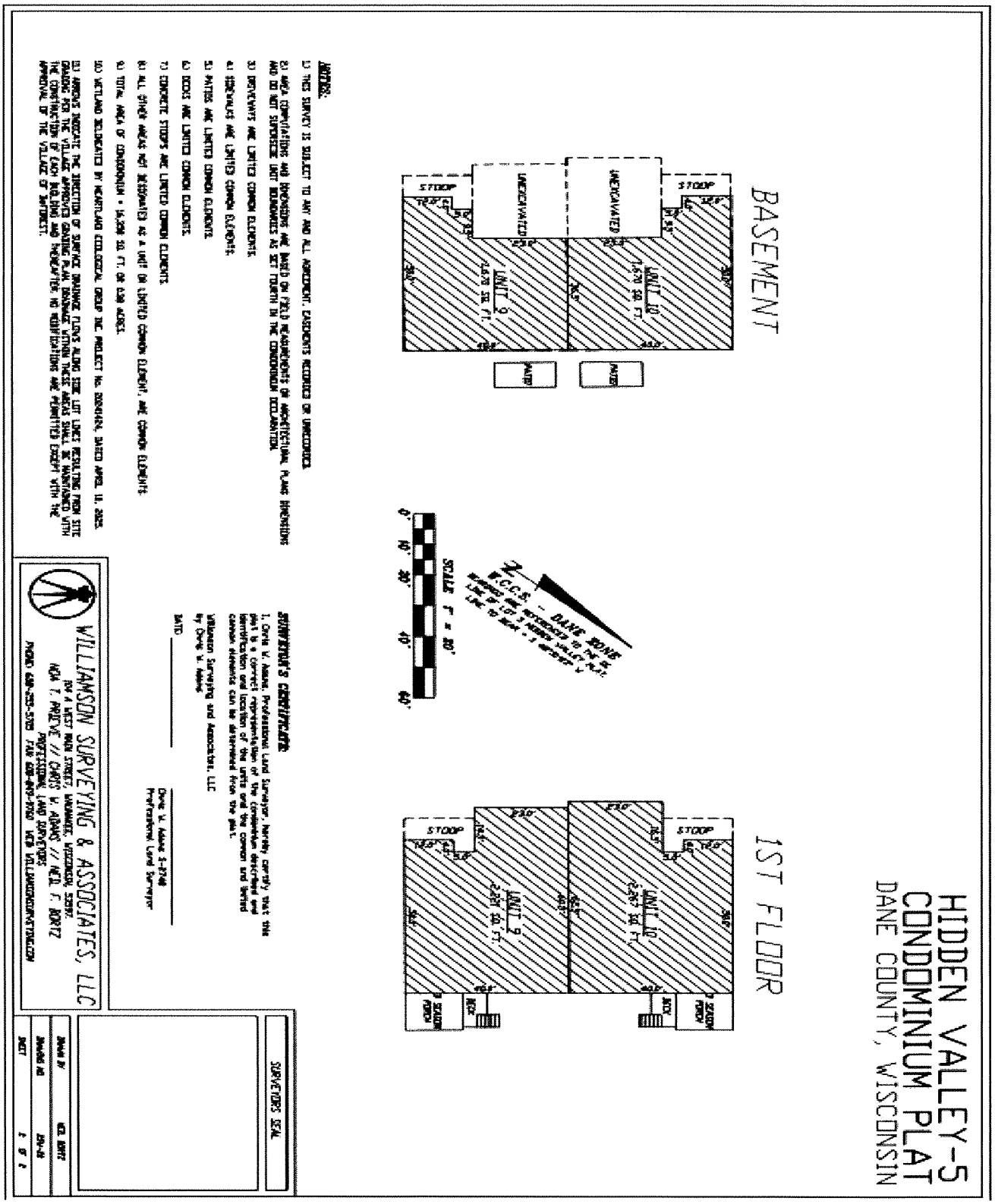


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039991
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-6 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

23

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Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1 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.

20.2 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4 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.

20.5 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 21 EXPANSION RIGHTS

21.1 This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2 Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3 Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2 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 HVCMA.

24.3 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 16th day of July, 2025.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16th day of July, 2025 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Wings Credit Union
By: Edward W Kinney its SVP

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

K Hills

Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A – Legal Description and tax parcel numbers

Lot 6, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4056-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

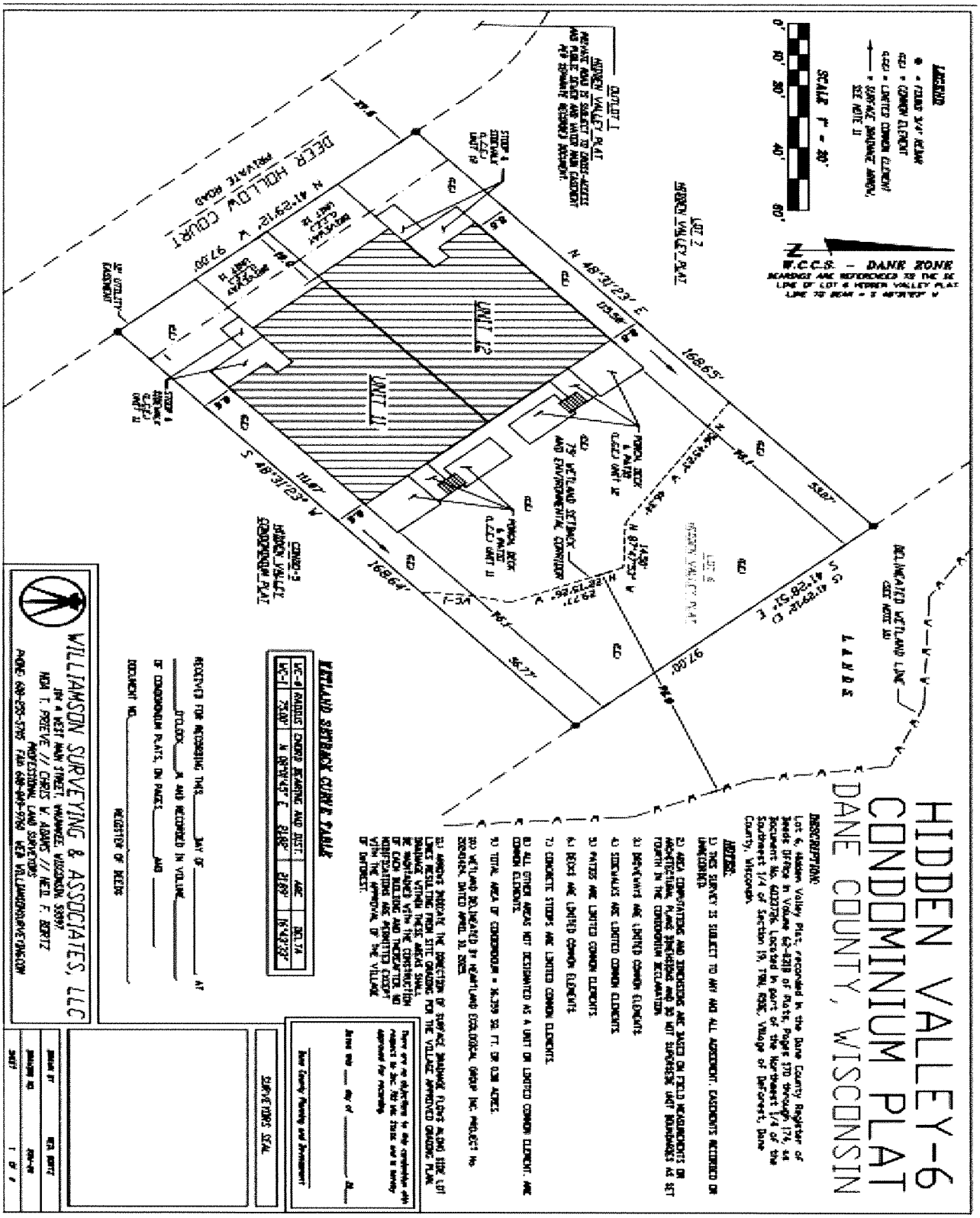
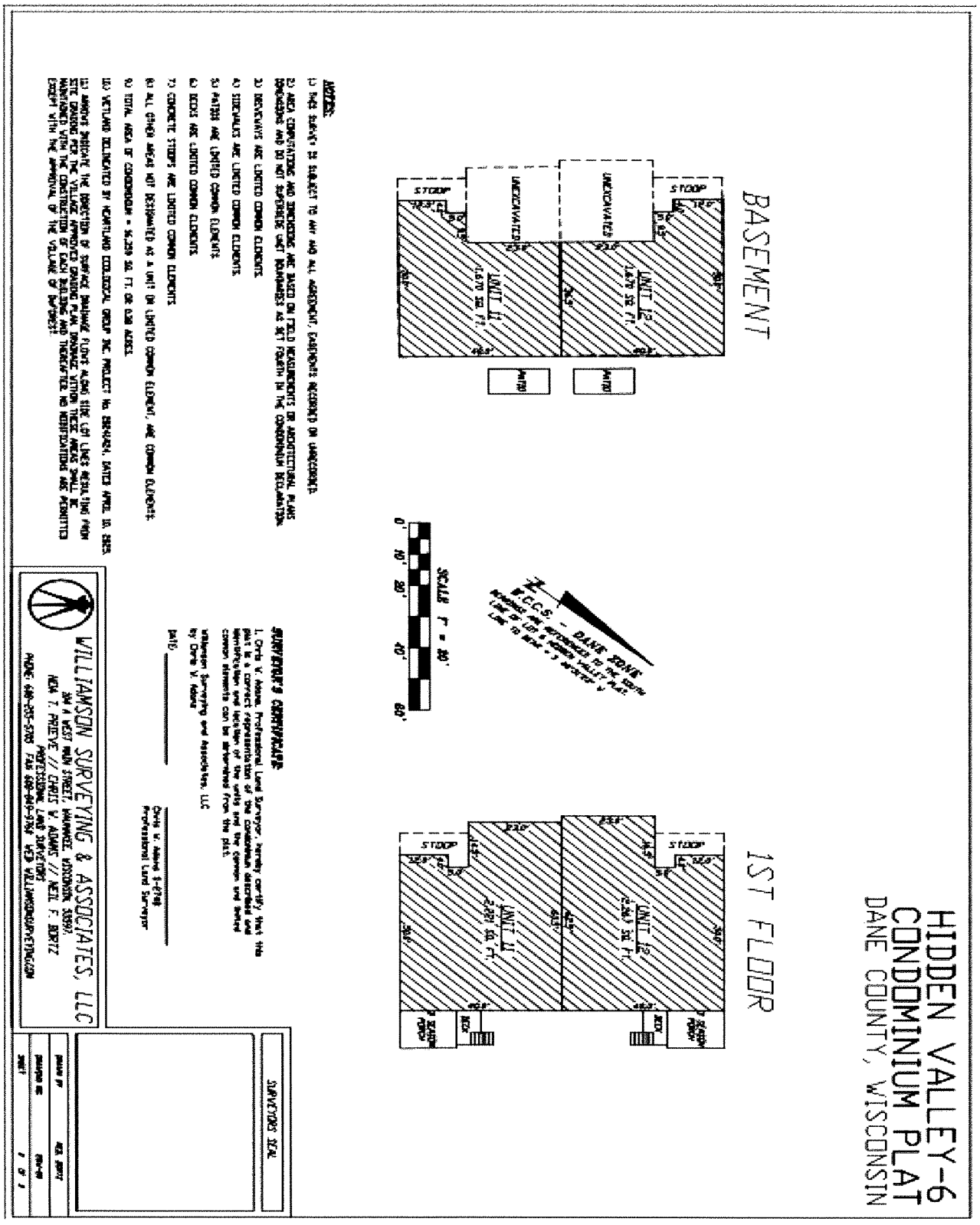


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6039993
07/17/2025 10:18 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-7 Condominium

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 numbers – See Exhibit A

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

Dated this 16th day of JULY, 2025

Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1 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.

20.2 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2 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 HVCMA.

24.3 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 16th day of July, 2025.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16th day of July, 2025 the above-named Bryan Sipple on behalf of BJS Design Build LLC, who acknowledged the foregoing document for the purposes recited therein.

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Wings Credit Union
By: _____
Edward W Kinney its SVP

STATE OF WISCONSIN)
COUNTY OF _____)

Personally came before me this 15th day of July, 2025 the above-named Ed Kinney on behalf of Wings Credit Union who acknowledged the foregoing document for the purposes recited therein.

K Hills
Name: KHills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A – Legal Description and tax parcel numbers

Lot 7, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4067-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

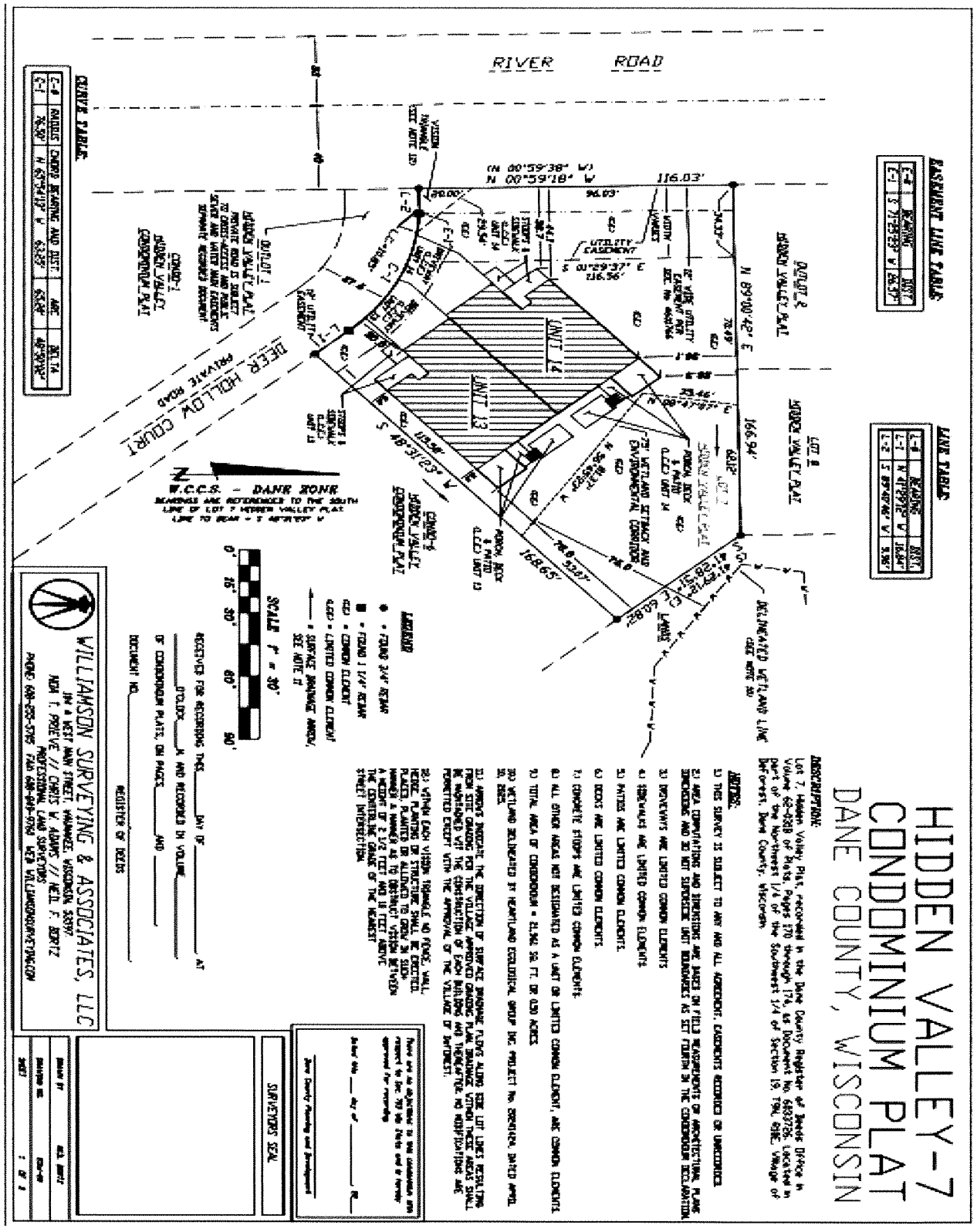
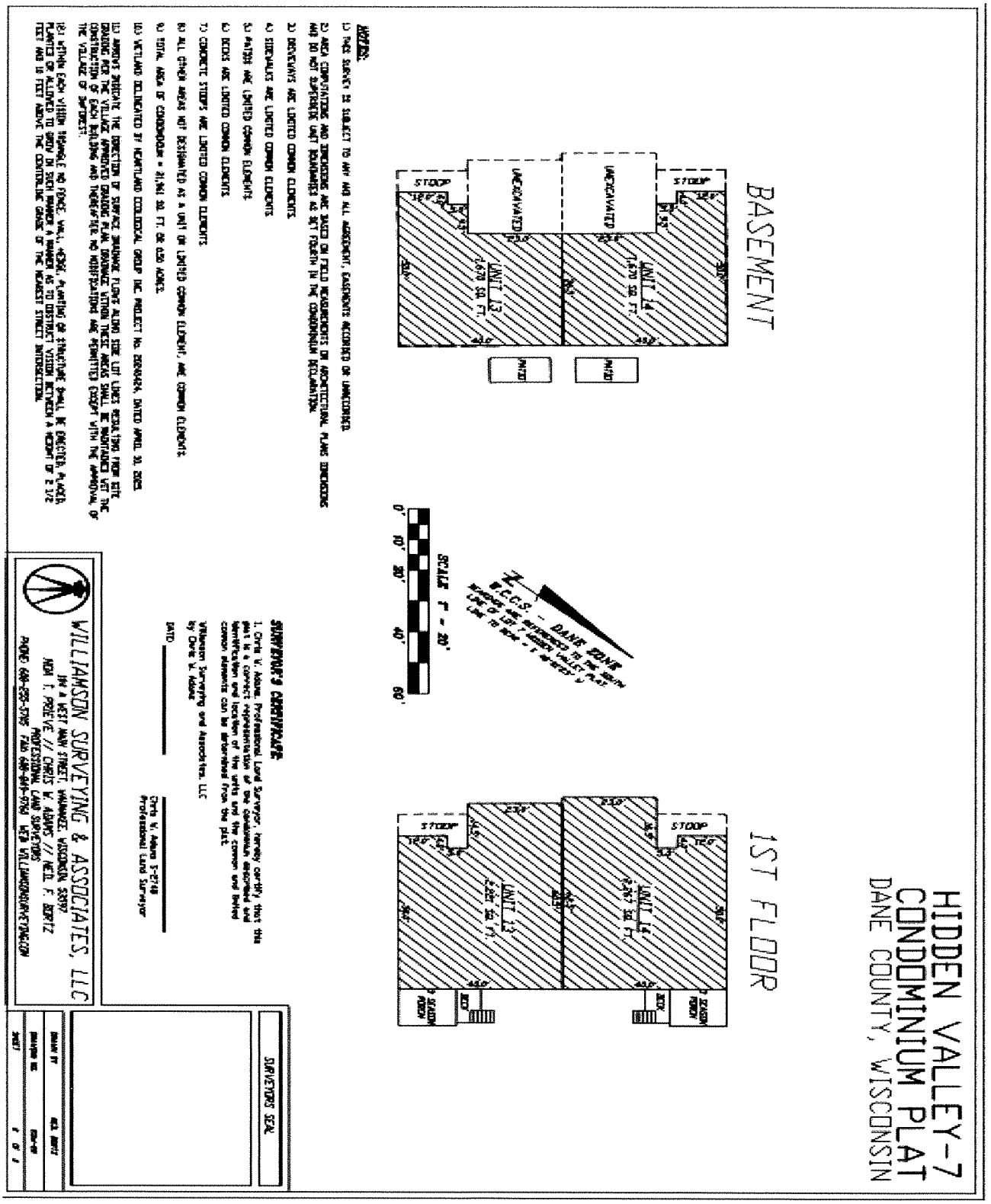


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083455
03/02/2026 02:16 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-8 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, 2026

Daniel C. Fritch

Dane County Planning and Development

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: KHills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: D. J. Mills
David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10 day of Feb, 2025 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

K Hills
Name: K-Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 8, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ and the Northwest ¼ of the Southwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4078-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

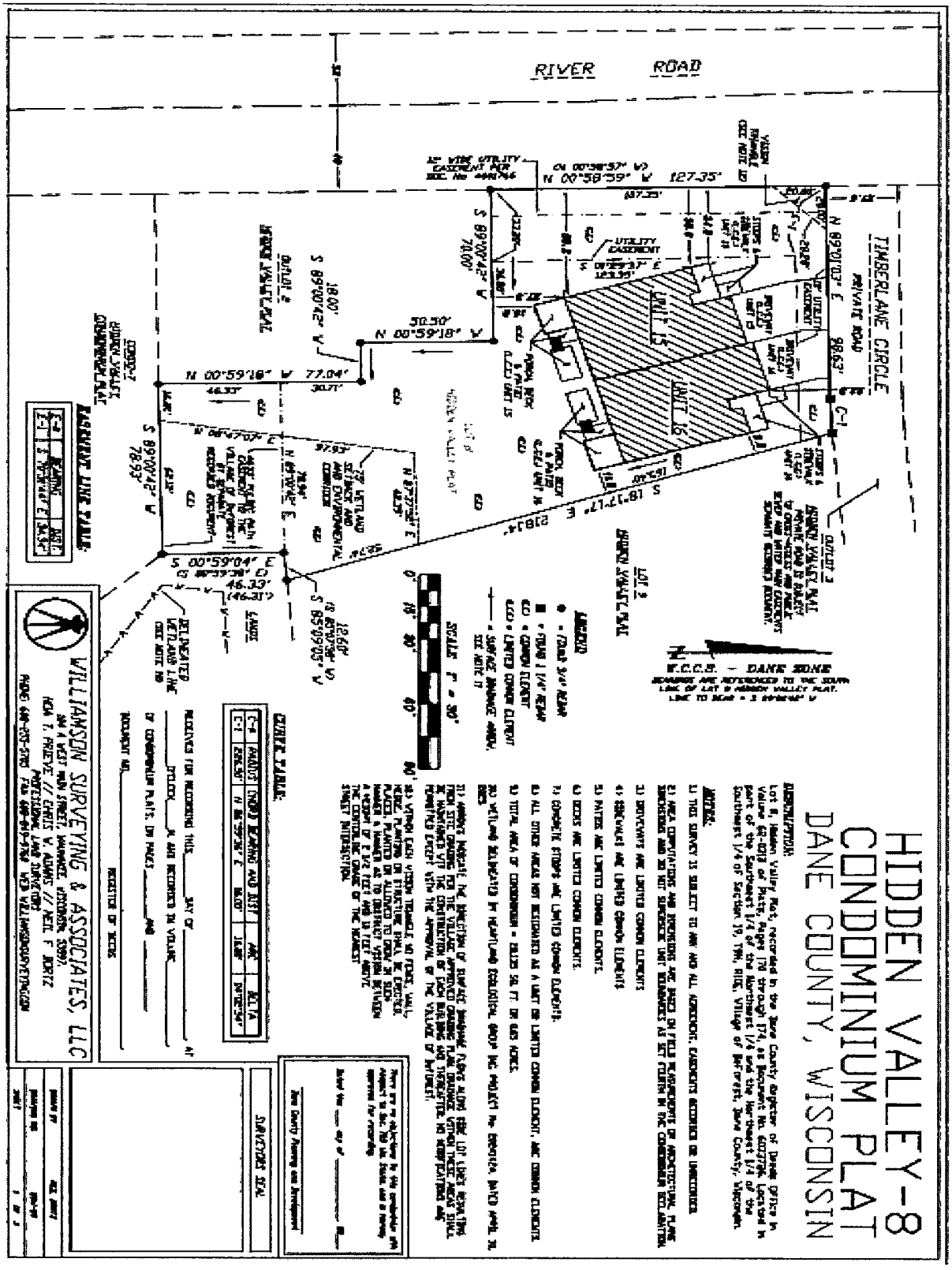
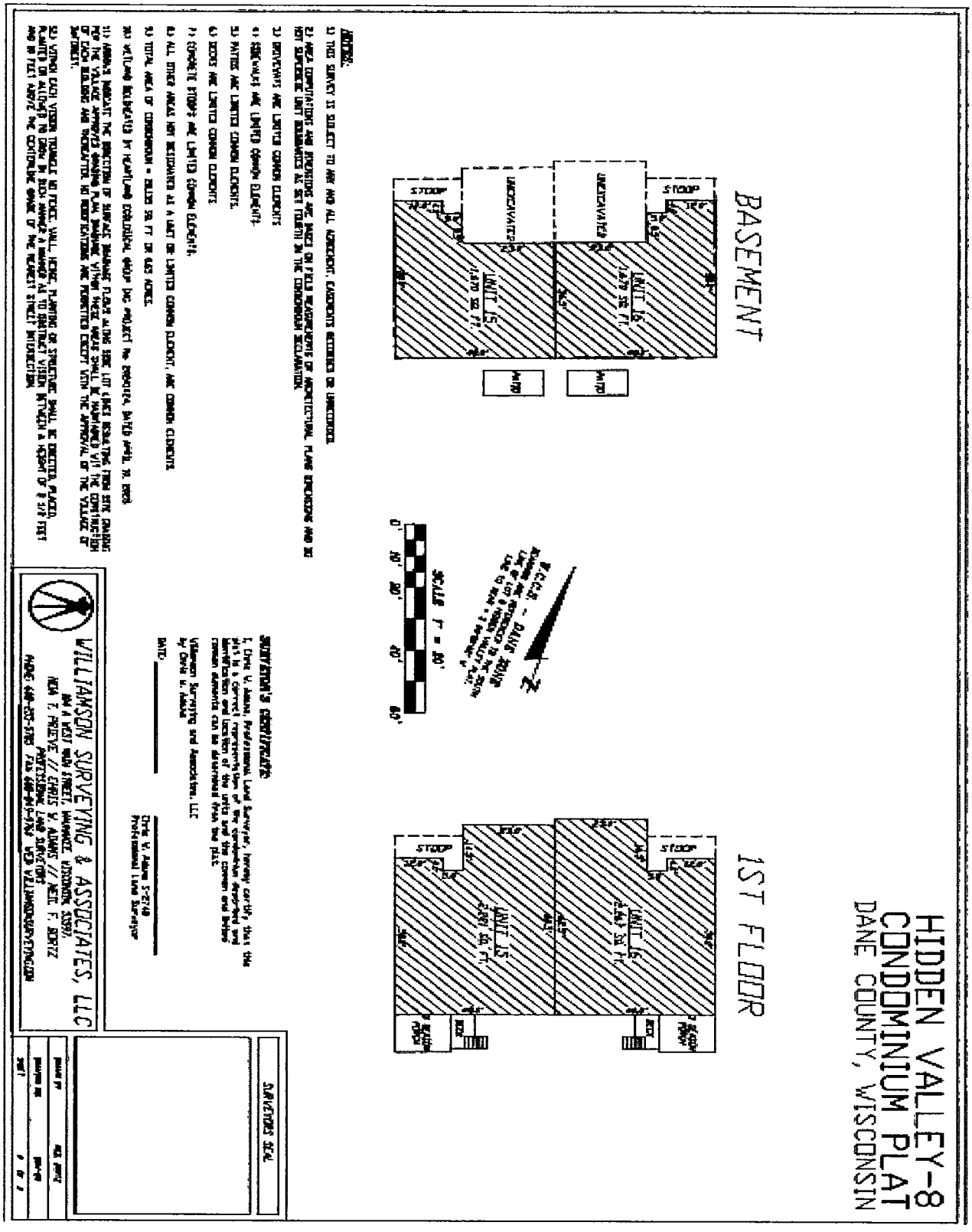


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083457
03/02/2026 02:18 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-9 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, 2026

Daniel C. Fritch

Dane County Planning and Development

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: KHills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2026 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: KHills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 9, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4089-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

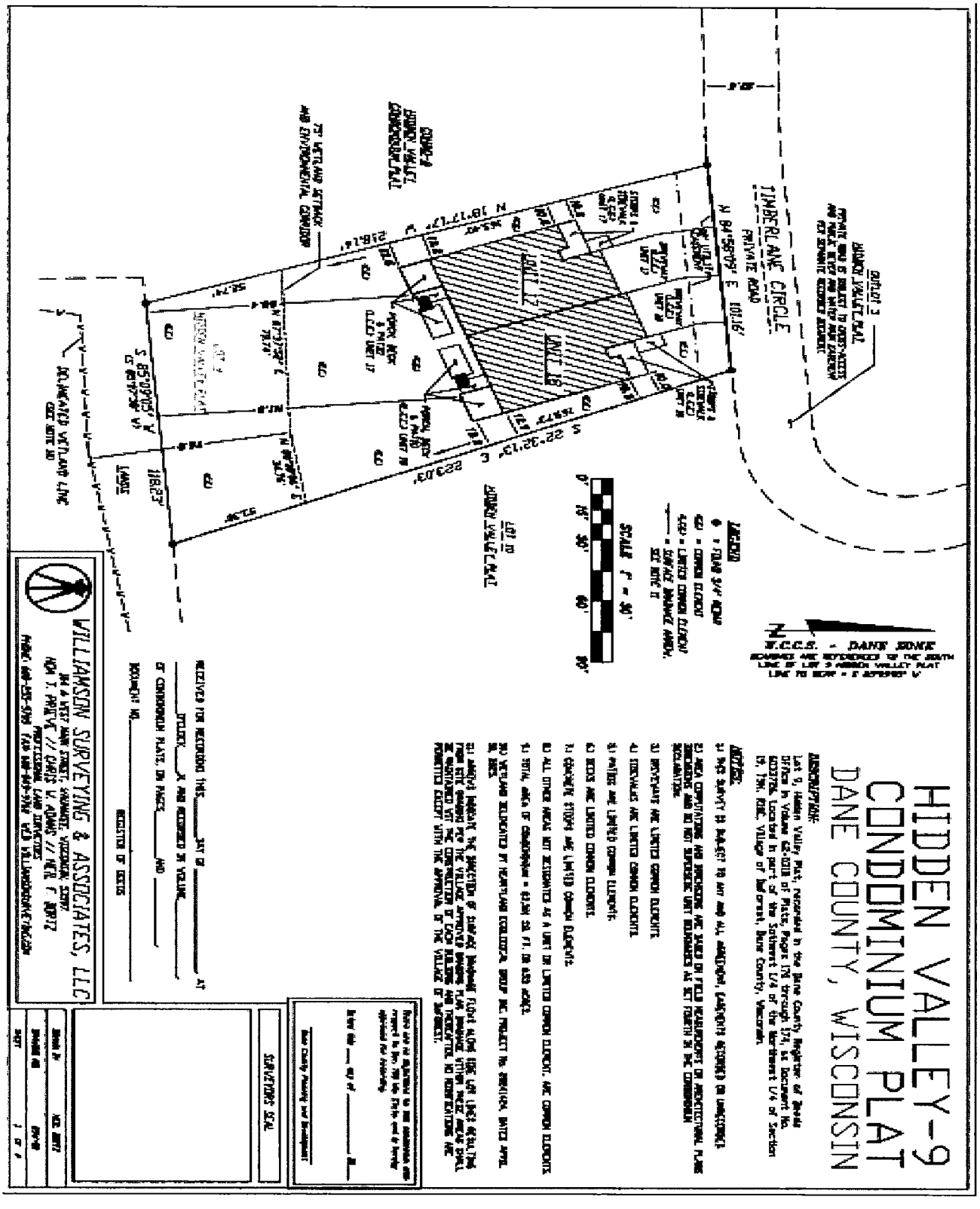
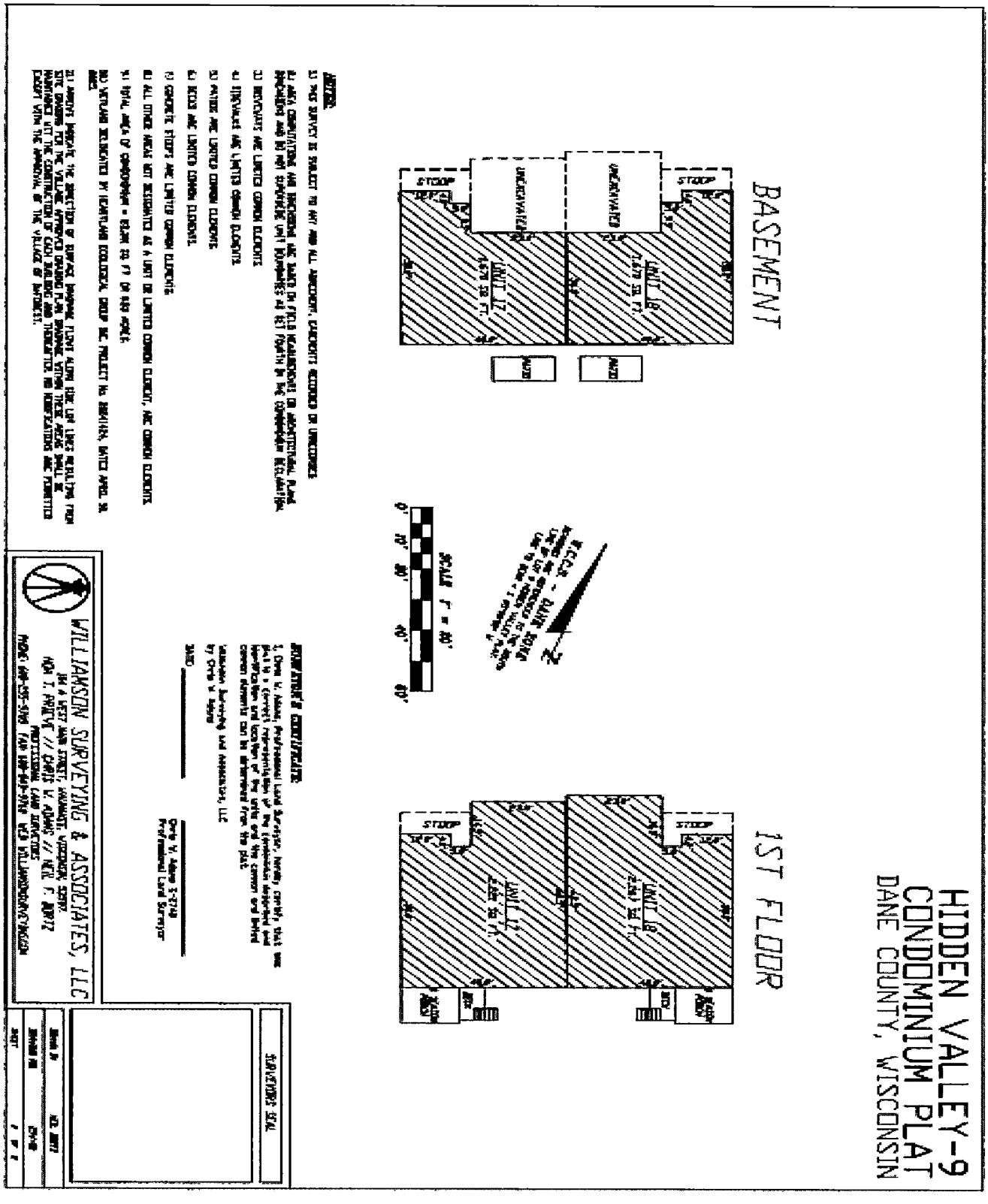


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083459
03/02/2026 02:26 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-10 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, 2026

Daniel C. Frick

Dane County Planning and Development

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: _____
David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2025 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 10, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4100-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

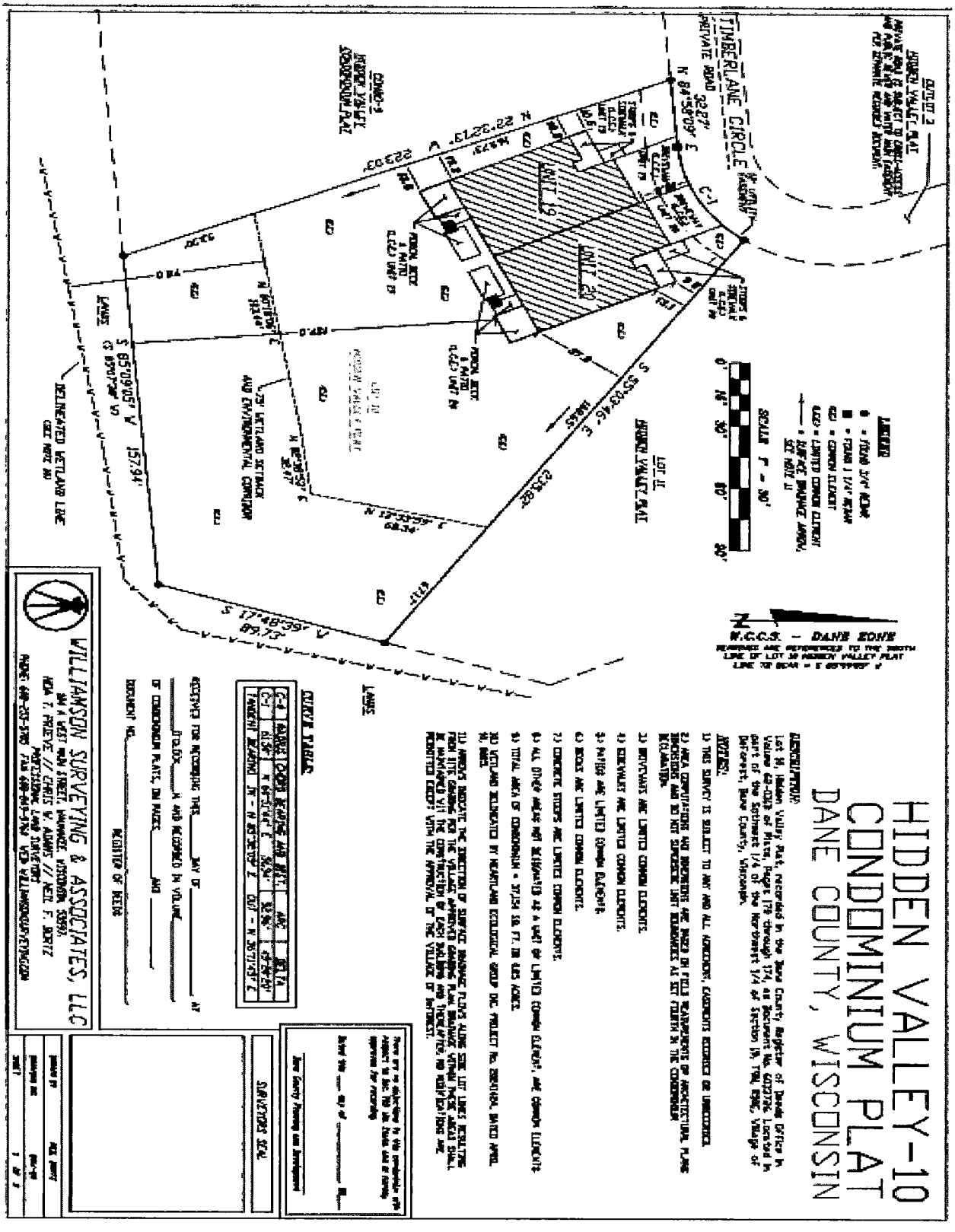
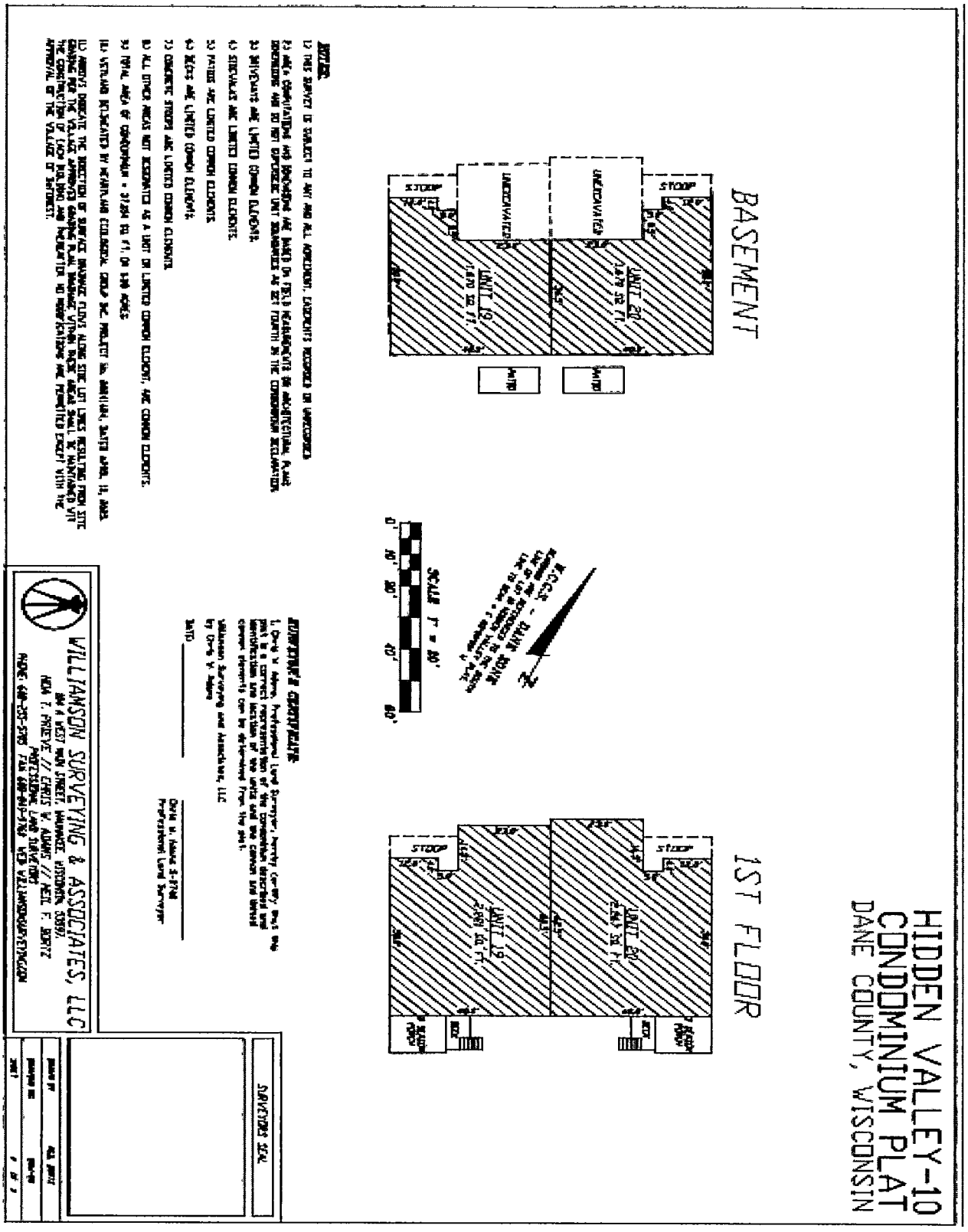


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083461
03/02/2026 02:27 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-11 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, 2026

Daniel C. Trick

Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

16.1For each type of insurance identified below which this condominium association is required to maintain, the association's obligation shall be satisfied if the HVCMA maintains a policy of insurance consistent with the requirements and specifications of this Declaration.

16.2Insurance coverage for the Common Elements shall be reviewed and adjusted by the HVCMA from time to time to ensure that the required coverage is at all times provided.

16.3Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: KHills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: D. J. Mills
David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2026 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K Hills
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 11, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4111-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

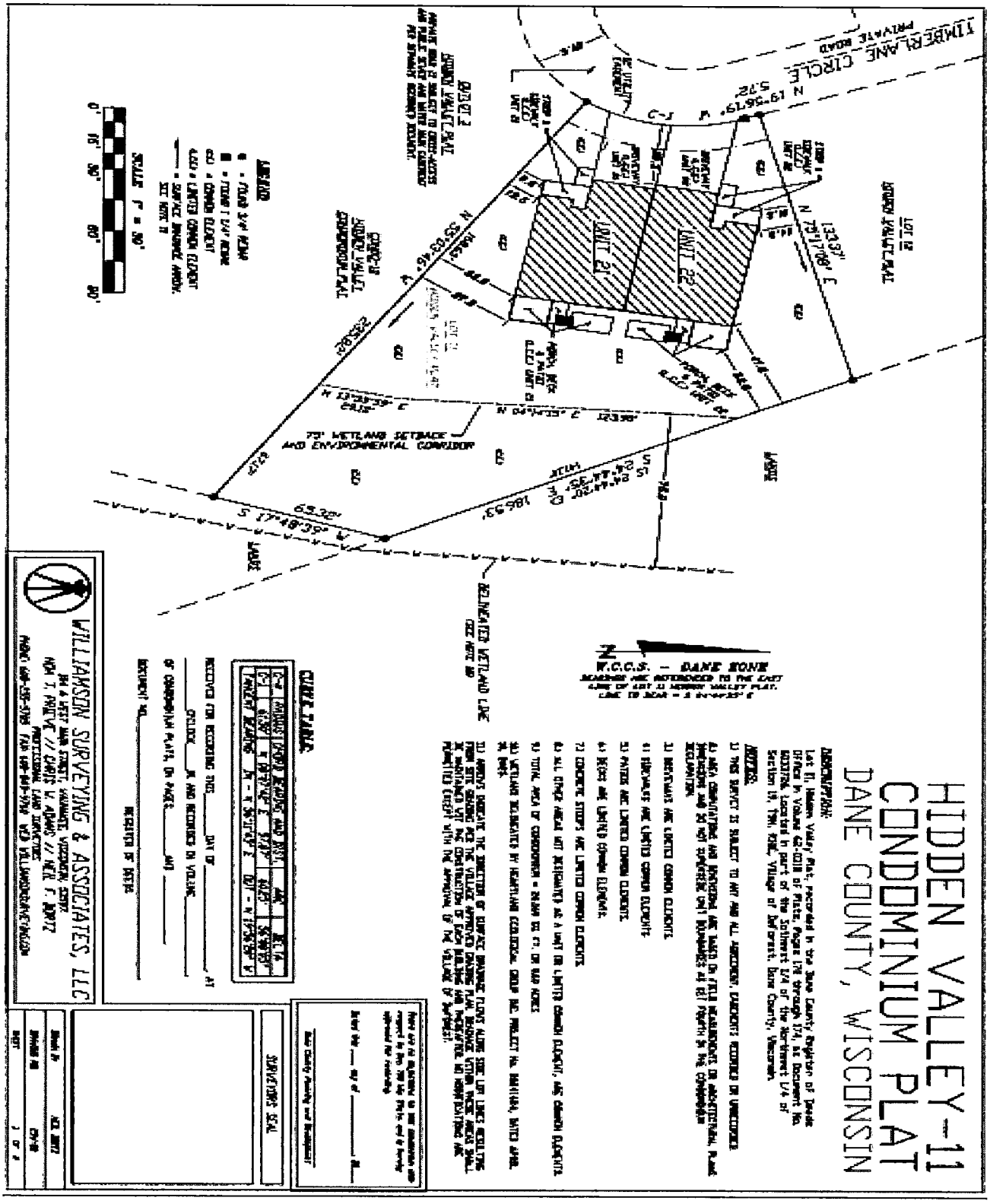
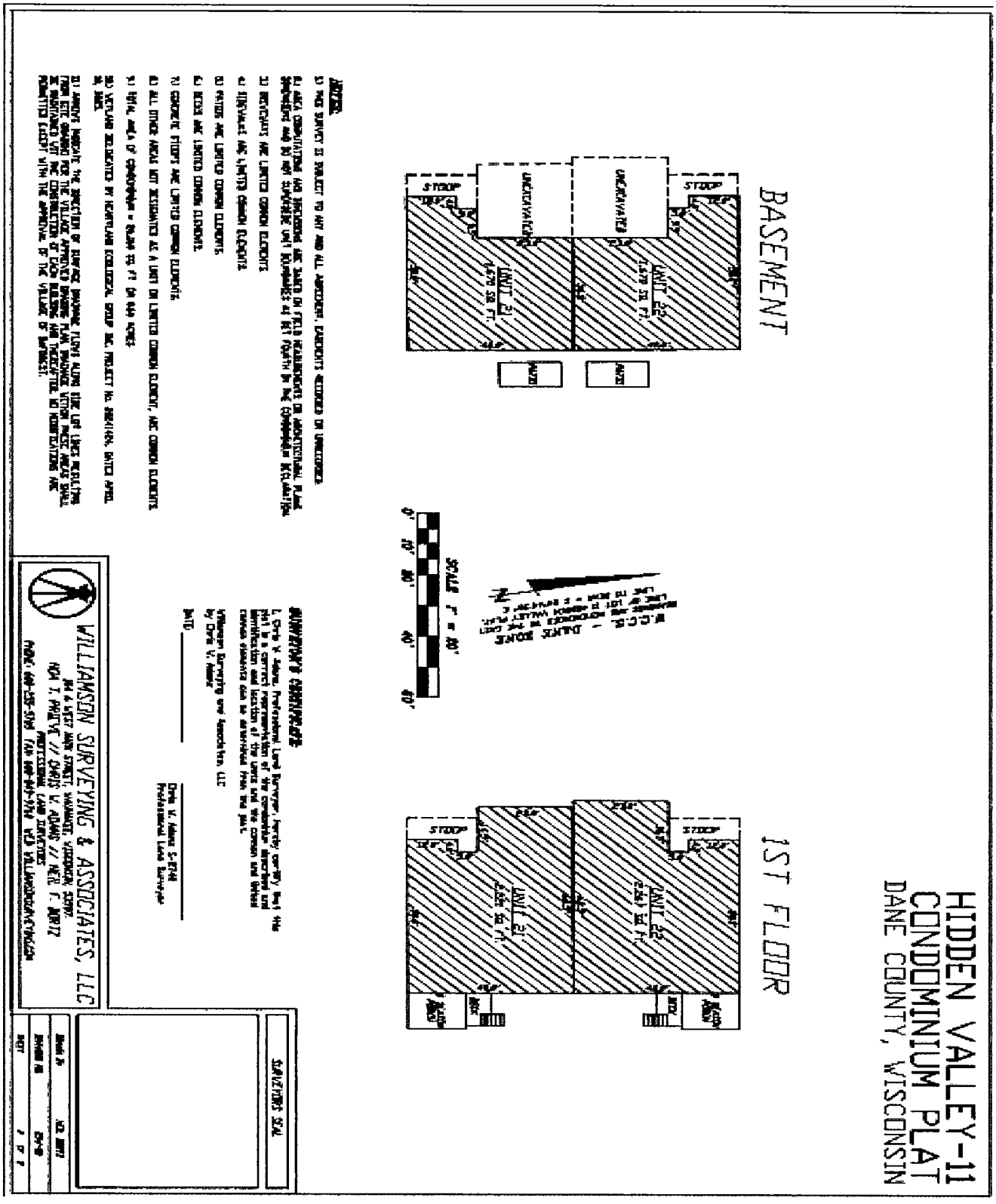


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083463
03/02/2026 02:39 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-12 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, ~~2025~~ 2026

Daniel C. Frick

Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

16.1For each type of insurance identified below which this condominium association is required to maintain, the association's obligation shall be satisfied if the HVCMA maintains a policy of insurance consistent with the requirements and specifications of this Declaration.

16.2Insurance coverage for the Common Elements shall be reviewed and adjusted by the HVCMA from time to time to ensure that the required coverage is at all times provided.

16.3Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1 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.

20.2 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

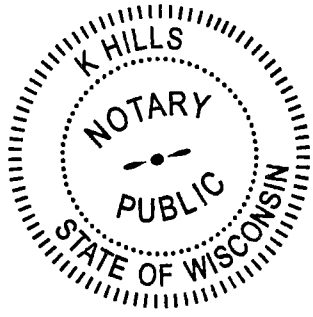
Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: David J. Mills
David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2026 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.



K Hills
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 12, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4122-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

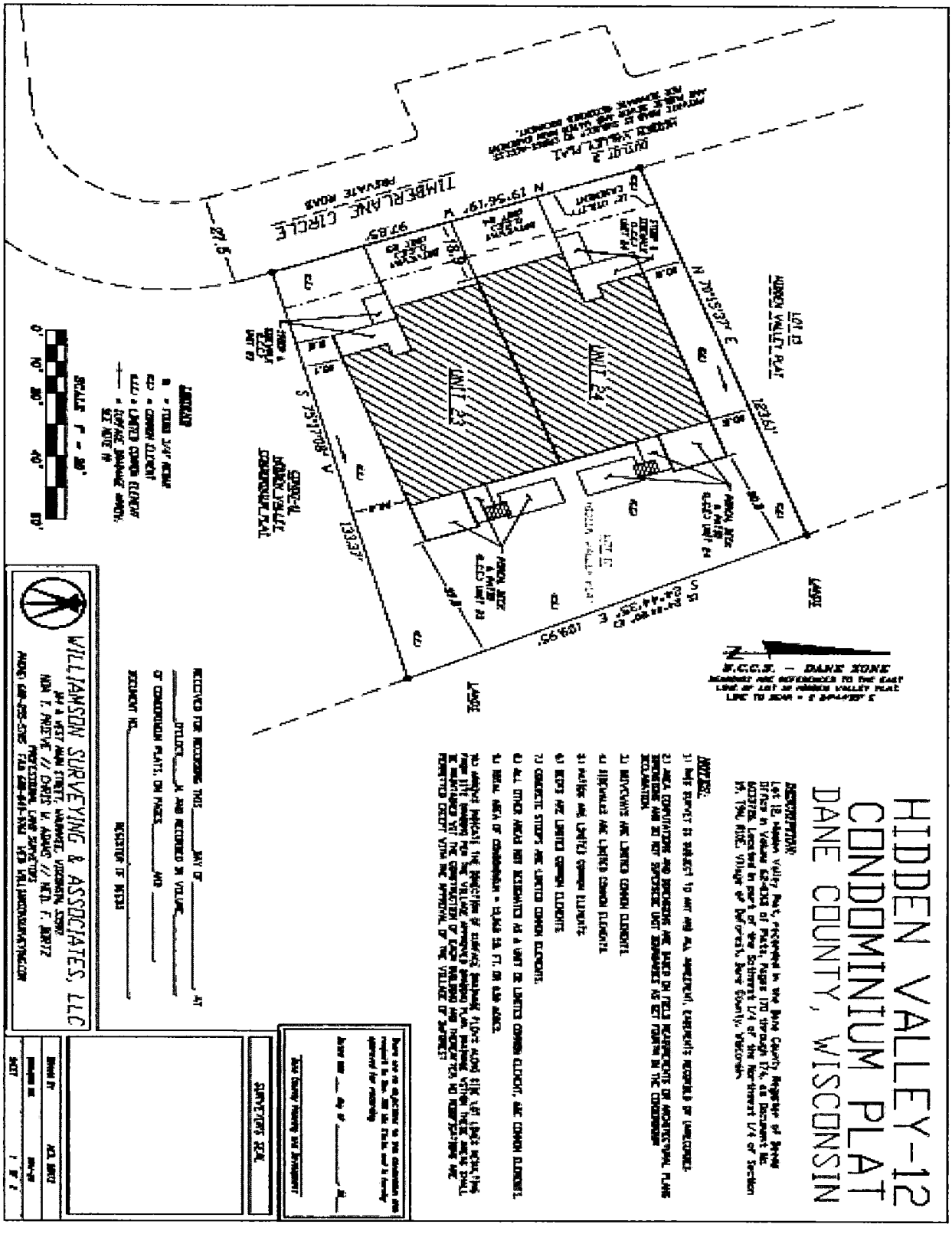
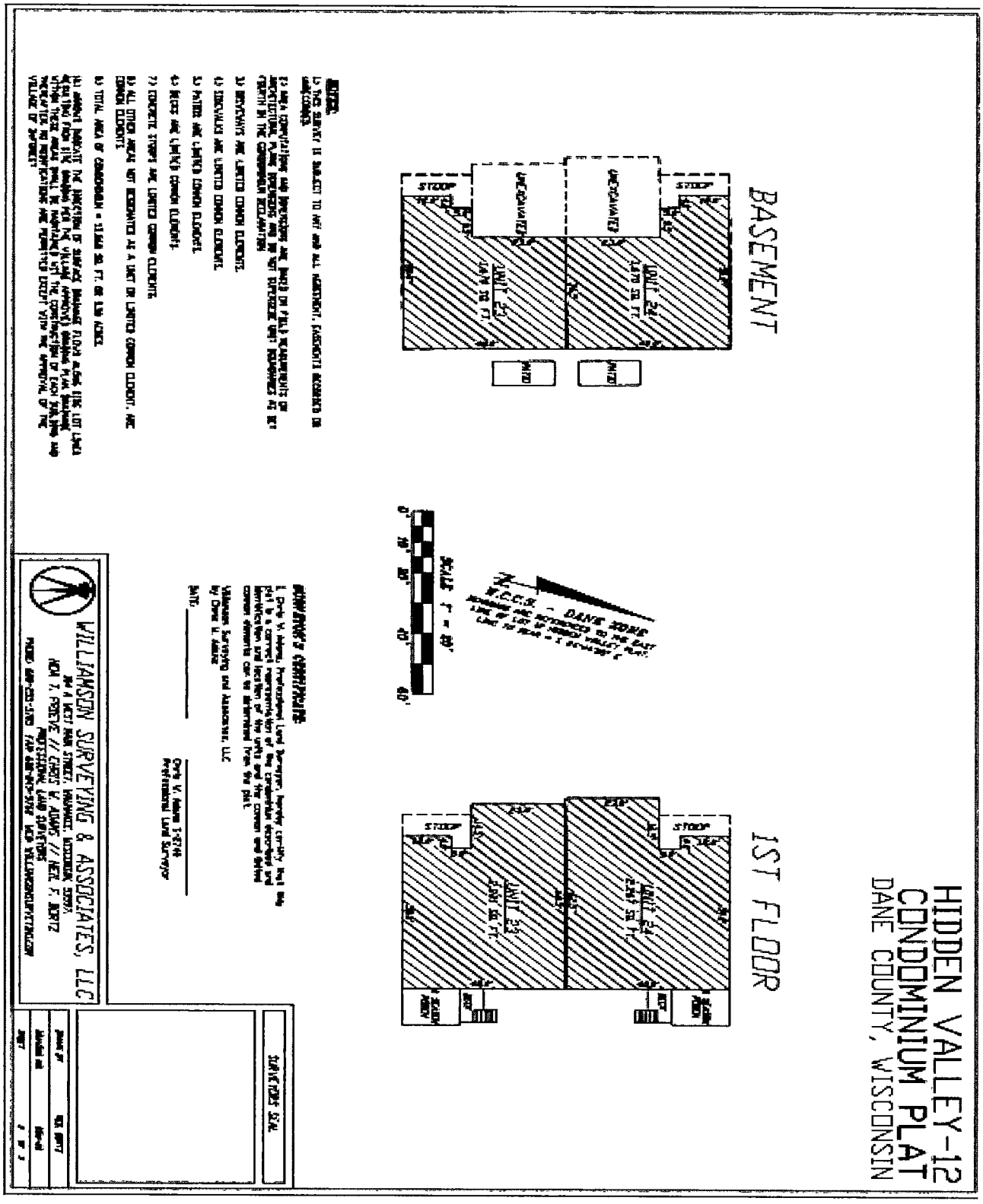


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083465
03/02/2026 02:39 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-13 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, 2026 ~~2025~~

Daniel C. Friedl

Dane County Planning and Development

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

16.1For each type of insurance identified below which this condominium association is required to maintain, the association's obligation shall be satisfied if the HVCMA maintains a policy of insurance consistent with the requirements and specifications of this Declaration.

16.2Insurance coverage for the Common Elements shall be reviewed and adjusted by the HVCMA from time to time to ensure that the required coverage is at all times provided.

16.3Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1 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.

20.2 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12 day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2025 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

K Hills

Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 13, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4133-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

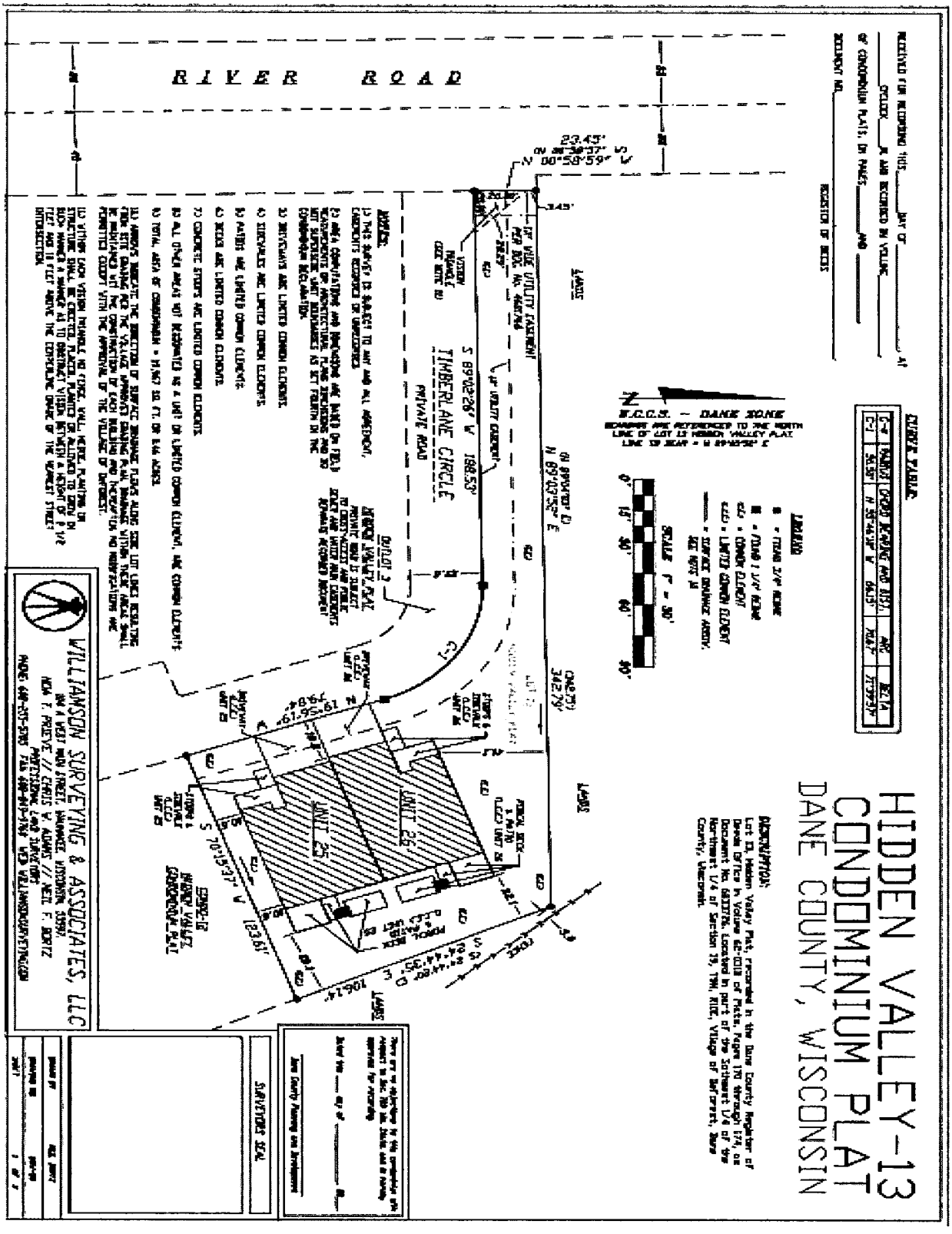
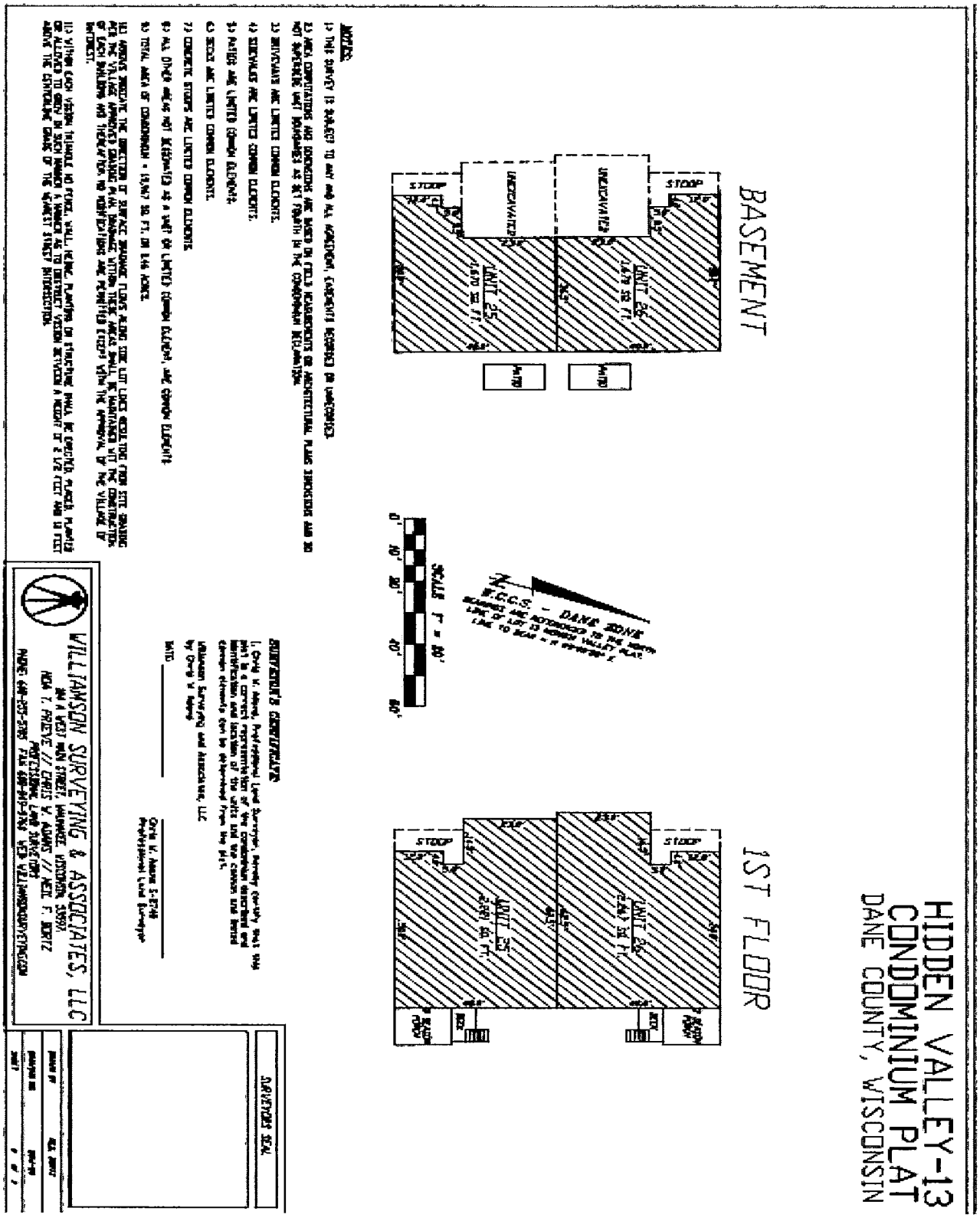


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
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The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-14 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, 2026 ~~2025~~

David C. Trick

Dane County Planning and Development

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

16.1For each type of insurance identified below which this condominium association is required to maintain, the association's obligation shall be satisfied if the HVCMA maintains a policy of insurance consistent with the requirements and specifications of this Declaration.

16.2Insurance coverage for the Common Elements shall be reviewed and adjusted by the HVCMA from time to time to ensure that the required coverage is at all times provided.

16.3Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: KHills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: D J Mills
David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2025 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

K Hills
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 14, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4144-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

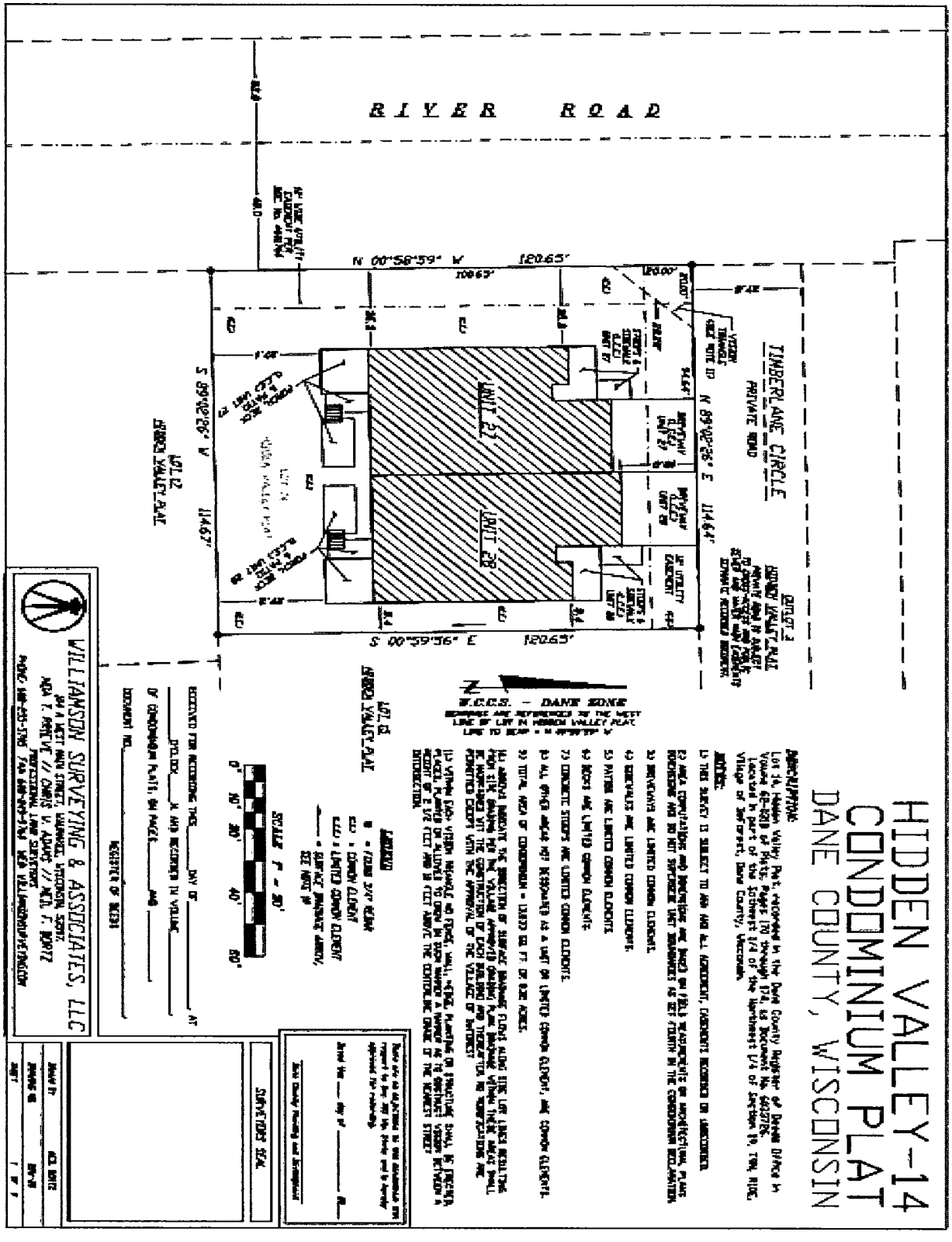
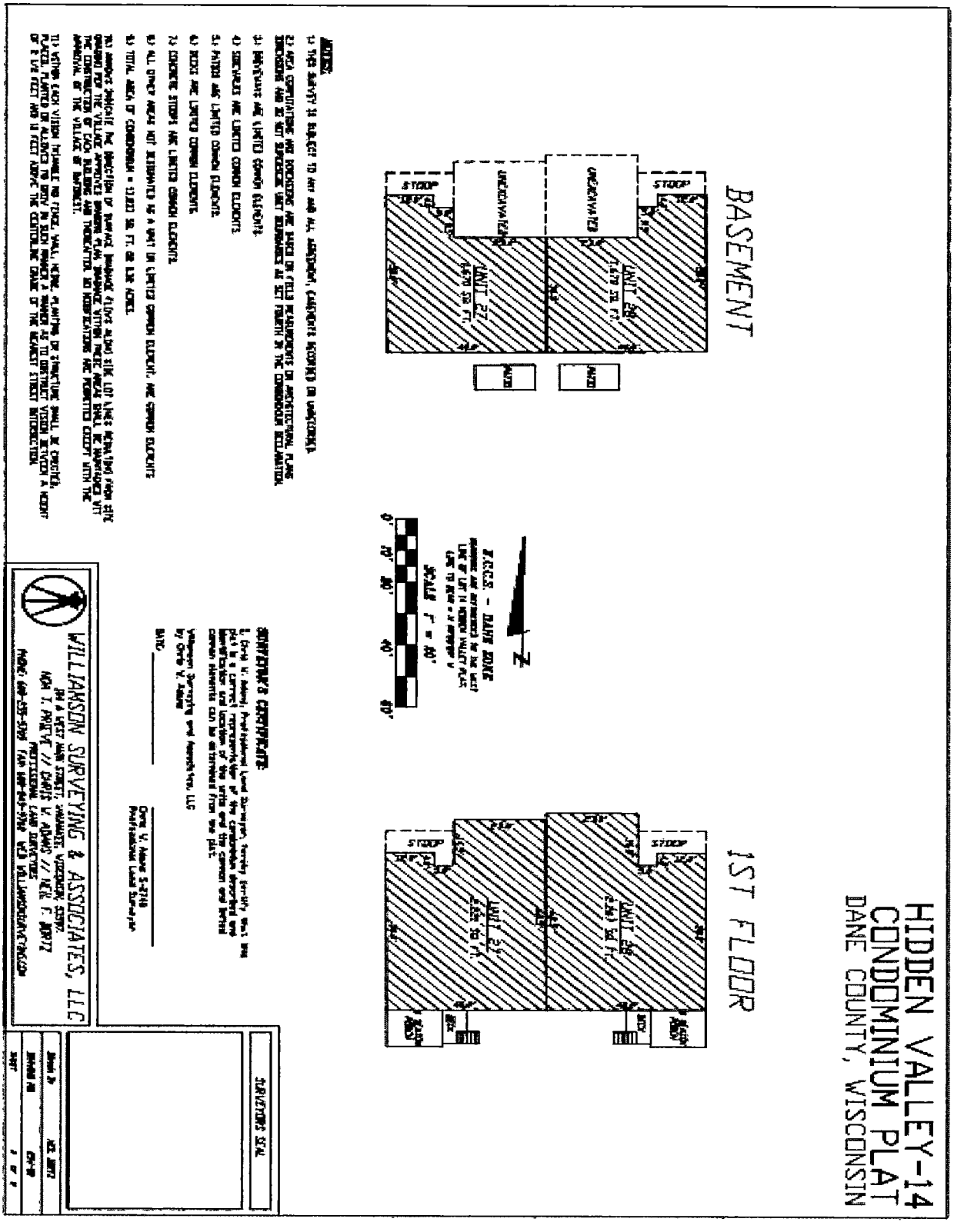


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083469
03/02/2026 02:50 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-15 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, ~~2025~~ 2026

Daniel C. Trick
Dane County Planning and Development

23

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

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

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

16.3 Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6 Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: K Hills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: D. J. Mills
David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2025 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

K Hills
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 15, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4155-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

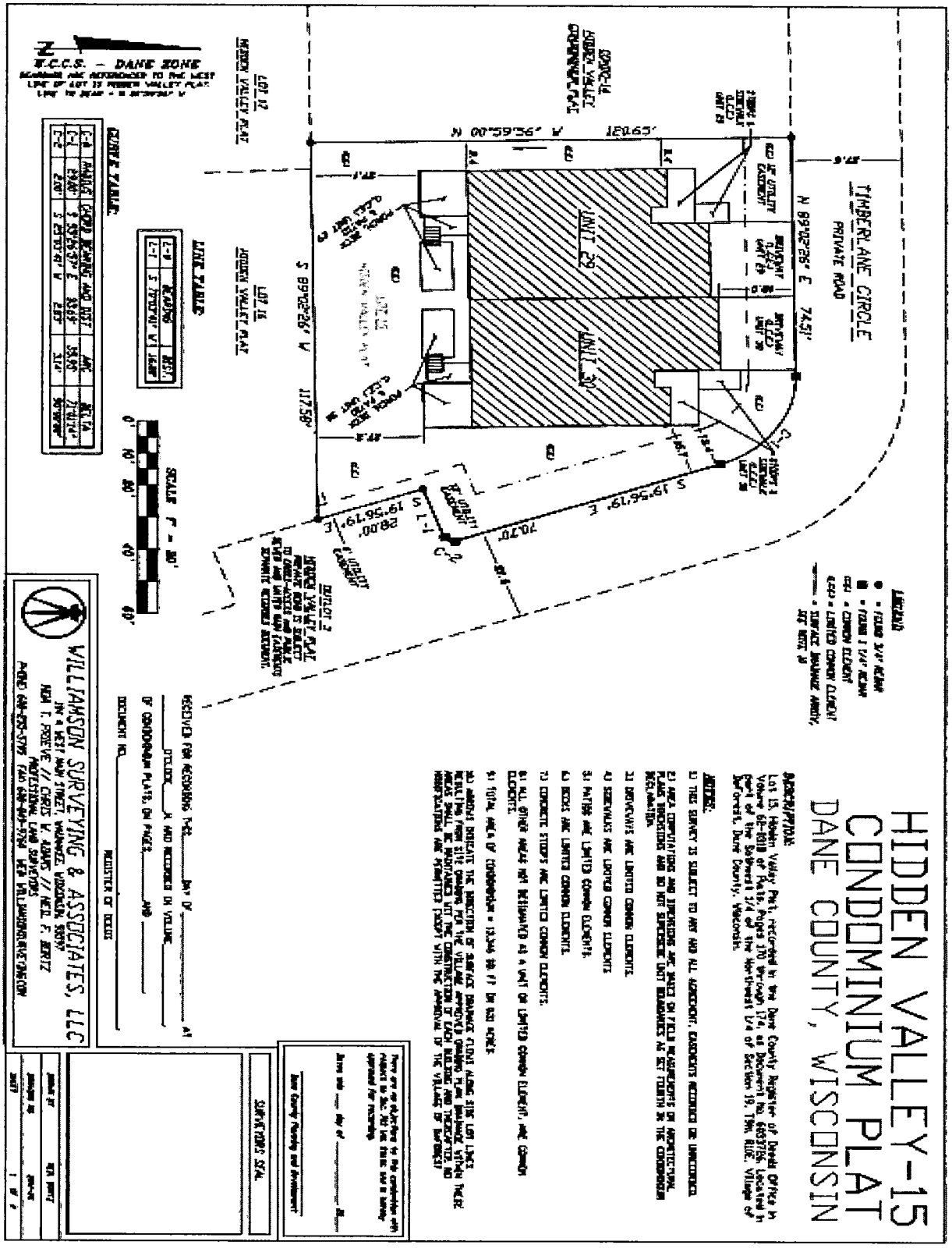
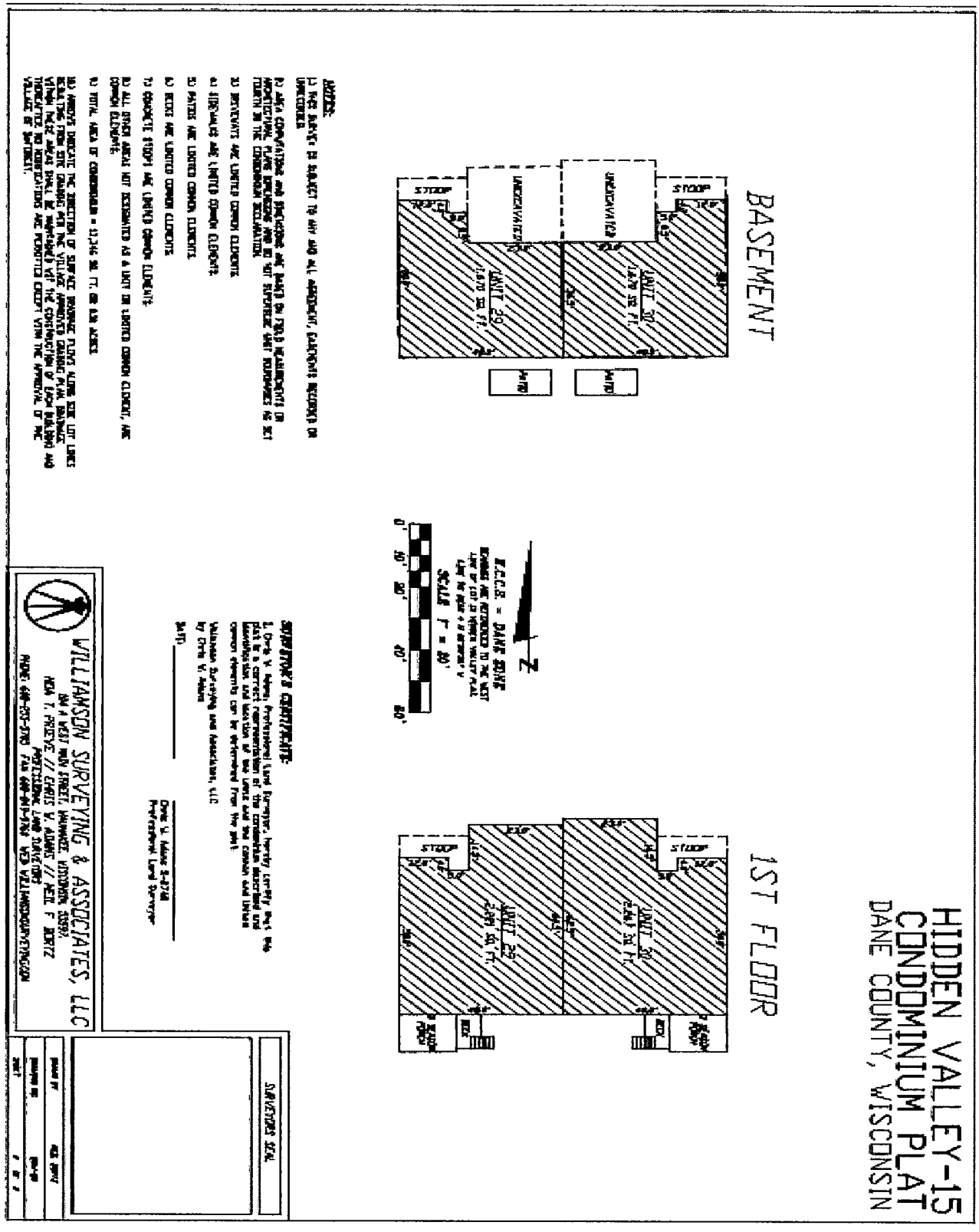


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083471
03/02/2026 02:51 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-16 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March, 2026 ~~2025~~

Dane County Planning and Development

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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

16.1For each type of insurance identified below which this condominium association is required to maintain, the association's obligation shall be satisfied if the HVCMA maintains a policy of insurance consistent with the requirements and specifications of this Declaration.

16.2Insurance coverage for the Common Elements shall be reviewed and adjusted by the HVCMA from time to time to ensure that the required coverage is at all times provided.

16.3Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: KHills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: D. J. Mills
David T. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2026 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

K Hills
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 16, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4166-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

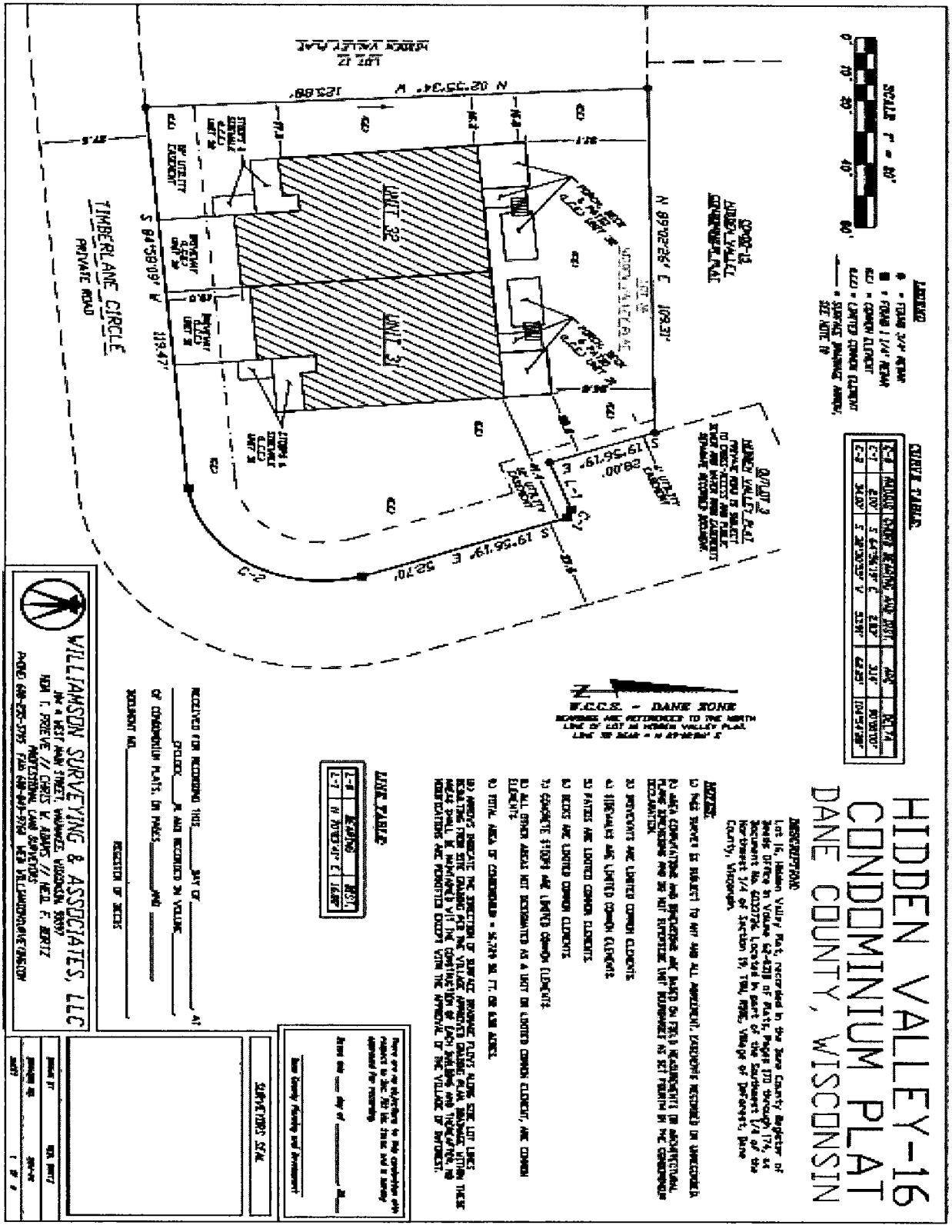
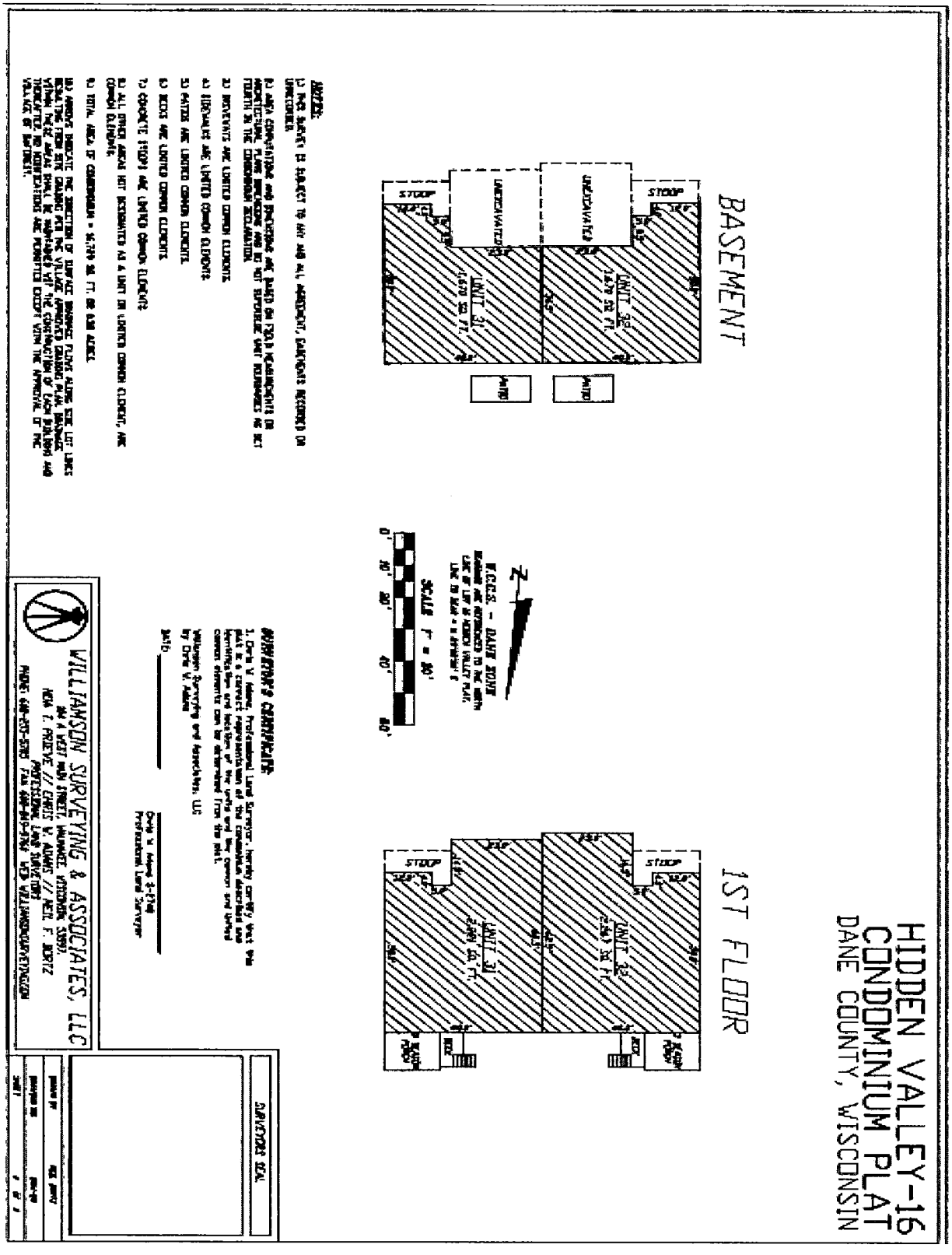


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6083473
03/02/2026 02:51 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 23

The "NAME" OF THE CONDOMINIUM IS:
Hidden Valley-17 Condominium

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 numbers – See Exhibit A

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

Dated this 2nd day of March 2026 ~~2025~~

Daniel C. Friedl
Dane County Planning and Development

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DECLARATION OF CONDOMINIUM 3
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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 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT

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

2.2 The "Units" are identified below in Article 4 as more or less depicted on the Condominium Plat, a copy of which is 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 set forth above.

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.

2.5 The HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") is the resident agent for the condominium. The initial registered address for the association is c/o BJS Design-Build LLC 401 N. Century Ave Waunakee, WI 53597. The registered address may be changed by the HVCMA by changing its address on file with the Wisconsin Department of Financial Institutions.

2.6 The resident agent may be changed by the Association in any manner permitted by law, and each Unit Owner irrevocably consents to appointment as registered agent if requested by the resigning registered agent.

ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.

3.1 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: the Land and all units constructed or created thereon are subject to the HIDDEN VALLEY CONDOMINIUMS MASTER ASSOCIATION, ("the HVCMA") by virtue of the recorded DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HIDDEN VALLEY CONDOMINIUMS. All Unit Owners are members of the HVCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the HVCMA, 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.

(f) Municipal, zoning and building ordinances;

(g) Governmental laws and regulations applicable to the Condominium; and

(h) Any and all mortgage(s) of record.

ARTICLE 4 DESCRIPTION OF UNITS

4.1 Identification of Units. The **Condominium shall consist of 2 Units** individually a "Unit" and collectively the "Units") depicted 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 nonadjacent cubicles of interior space including the perpetual right of ingress and egress.

4.2 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.

4.3 Included in the 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.

4.4 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 5 COMMON ELEMENTS

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

(a) The land upon which the Units are 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 HVCMA 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, including private roads providing access to more than one unit.

5.2 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.

5.3 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 HVCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the HVCMA or whose owners are members of the HVCMA 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 HVCMA, and the Act.

5.4 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 HVCMA of Unit Owners, and the Act.

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

ARTICLE 6 LIMITED COMMON ELEMENTS.

6.1 Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one 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 Unit Owner as described herein:

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

6.2 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 HVCMA.

ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.

7.1 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.

7.2 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 HVCMA (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 8 CONDOMINIUM ASSOCIATION- HVCMA

8.1 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 unincorporated association of Unit Owners (the "Association"). This Association 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 HIDDEN VALLEY

Condominiums Master Association (HVCMA) and shall act at all times in a matter consistent with HVCMA and its bylaws, rules and regulations.

8.2 **DECLARANT RESERVES, on behalf of itself and on behalf of the HVCMA as its assignee, of the right to merge and consolidate all condominiums governed by the HVCMA into one condominium pursuant to sec. 703.275, Stats., at the sole discretion of Declarant or its assignee. The resultant consolidated condominium created by recording a restatement of the declaration, to be known as "The HIDDEN VALLEY CONDOMINIUMS," along with a resultant condominium plat. Each Unit Owner and each Mortgagee of a Unit, by accepting a deed and/or mortgage in any Unit, irrevocably consents and agrees to the above-referenced merger and consolidation without any need for further approval, consent, or acknowledgment by any Unit Owner or Mortgagee and appoints Declarant as their agent to act under power of attorney for this limited purpose. The merged condominium will continue to be governed by the HVCMA.**

8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors. The HVCMA 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 HVCMA shall be chosen and elected by all unit owners of all condominiums subject to the HVCMA.

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the HVCMA shall be enacted and enforced as rules and regulations of the Association, and any violation of Bylaws or of duly adopted rules or regulations of the HVCMA shall constitute a violation of this Declaration for which the HVCMA may enforce penalties, assessments, and special assessments along with the costs and attorney fees incurred in any legal action necessary for enforcement.

8.5 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 and bylaws of the HVCMA and this Declaration.

8.6 Common Expenses. Any and all expenses incurred 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. The HVCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the HVCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the HVCMA. However, nothing stated herein would prohibit the HVCMA from making special assessments against a Unit or group of Units deemed by the HVCMA to be responsible for the expense.

8.7 General Assessments. The HVCMA 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 HVCMA 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.

8.8 Special Assessments. The HVCMA 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 HVCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the HVCMA; or for any other purpose for which the HVCMA 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 HVCMA 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.

8.9 Reserve Fund, No STATUTORY reserve fund; Common Surpluses. The HVCMA 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 HVCMA 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 HVCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The HVCMA 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.

8.11 Management Services. The HVCMA shall have the right to enter into a management contract with a manager selected by the HVCMA (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 HVCMA 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 on a fee-for-services basis by agreement between the Manager and individual Unit Owners.

ARTICLE 9 PERCENTAGE INTERESTS; VOTING

9.1 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% of the Common Elements in this individual condominium.

9.2 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.

9.3 Voting. Each Unit shall be entitled to one vote. Because the Association is controlled by and subject to the HVCMA, each Unit's vote is one divided by the total number of units subject to the HVCMA (i.e. 1/34).

9.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws, but each Unit only has one vote.

9.5 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 HVCMA. The bylaws of the HVCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the HVCMA 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 10 MAINTENANCE AND REPAIRS.

10.1 Common Elements. The HVCMA 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 and shall maintain the same in good, clean, and attractive order and repair. In addition, the HVCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, private roads and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, private roads, 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.

10.2 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 HVCMA'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 HVCMA, 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 HVCMA 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 HVCMA, be levied against the Unit as a Special Assessment.

10.3 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 HVCMA or any committee thereof) or (iii) the HVCMA 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 11 ALTERATIONS

11.1 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 HVCMA, which permission may be denied in the sole discretion of the HVCMA. 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 12 USE RESTRICTIONS.

12.1The 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 HVCMA By-Laws and any rules and regulations adopted by the HVCMA. 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.

12.2 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 HVCMA as a third-party beneficiary to the lease and that the HVCMA 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 HVCMA prior to commencement of the lease;

(e) The HVCMA 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 HVCMA, 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 13 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 HVCMA. 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 14 SIGNS.

No signs shall be displayed to the public view on any Unit unless authorized by the Bylaws for the HVCMA. 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 15 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.

ARTICLE 16 INSURANCE

16.1For each type of insurance identified below which this condominium association is required to maintain, the association's obligation shall be satisfied if the HVCMA maintains a policy of insurance consistent with the requirements and specifications of this Declaration.

16.2Insurance coverage for the Common Elements shall be reviewed and adjusted by the HVCMA from time to time to ensure that the required coverage is at all times provided.

16.3Fire and Extended Loss Insurance. The association, by virtue of the HVCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the HVCMA Bylaws, and for the HVCMA's service equipment, supplies and personal property. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the HVCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the HVCMA Bylaws, 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 HVCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4Public Liability Insurance. The HVCMA shall obtain and maintain a comprehensive liability insurance policy insuring the HVCMA, 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 HVCMA. The insurance coverage shall be written on the Condominium in the name of the HVCMA as insurance trustee for the HVCMA, 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 HVCMA 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.

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

16.6Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage as provided in the HVCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the HVCMA or a Unit Owner to be subrogated to any right of the HVCMA or a Unit Owner arising under this Declaration. The HVCMA 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 HVCMA 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 HVCMA or a Unit Owner from obtaining such policy.

16.8 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 HVCMA determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE

17.1 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 HVCMA to so repair or reconstruct.

17.2 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.

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

17.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the HVCMA as trustee shall be disbursed by the HVCMA for the repair or reconstruction of the damaged Common Elements. The HVCMA 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.

17.5 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the HVCMA, 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 HVCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the HVCMA 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.

17.7 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 18 CONDEMNATION

18.1 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.

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

18.3 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 HVCMA setting forth such authorized variances.

18.4 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 HVCMA and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

18.5 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 HVCMA, 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.

18.6 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.

18.7 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 HVCMA shall promptly prepare and record an amendment to

the Declaration reflecting the new percentage interests appurtenant to the Units. Any such amendment needs to be signed only by two officers of the HVCMA.

ARTICLE 19 MORTGAGEES

19.1 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 HVCMA in a writing received by the HVCMA'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 HVCMA 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).

19.2 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 20 DECLARANT RESERVATION OF RIGHTS

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

20.1The 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.

20.2Period 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; or (c) conveyance of 75% of the Units subject to the HVCMA.

20.3 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.

20.4Declarant 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.

20.5 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 21 EXPANSION RIGHTS

21.1This Condominium shall not be expanded. However, the Declarant may consolidate this condominium with other condominiums governed by the HVCMA as set forth above, all at Declarant's sole option and discretion.

ARTICLE 22 AMENDMENT

22.1 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.

22.2Notwithstanding Section 22.1, the provisions of Section 3.1(c), Section 10.1 as it relates to the maintenance (including snow and ice removal) on private roads providing access to more than one Unit, and Article 24 may not be terminated, amended or modified without the written approval of the Village of DeForest.

22.3Notwithstanding Section 22.1, this condominium may not withdraw from the HVCMA unless and until such withdrawal is approved by amendment of the HVCMA covenants and restrictions as provided for therein.

ARTICLE 23 REMEDIES

23.1 The HVCMA 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 HVCMA 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 HVCMA 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 HVCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the HVCMA shall have the right to cure on

behalf of the Unit Owner and such Unit Owner shall promptly reimburse the HVCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the HVCMA may, at the option of the HVCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the HVCMA, the HVCMA 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 24 EASEMENTS

24.1 Easements. A blanket easement is reserved over, through and underneath the Limited Common Elements, and the Common Elements for ingress, egress, present and future utility services including without limitation water pipes, sanitary sewer pipes, storm 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. An easement is reserved over, through and underneath the Units for utilities serving more than one Unit and for ingress and egress for purposes of emergency access to address conditions affecting the health, safety and welfare of Unit occupants and to address any conditions that affect more than one Unit.

24.2Vehicular 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 HVCMA.

24.3The 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.

24.4 An express access easement is hereby granted to the Village of DeForest, Wisconsin and its employees, agents, and subcontractors to access the water meters and related equipment 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 and related equipment serving the Condominium.

24.5 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 HVCMA 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 HVCMA 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 25 GENERAL

25.1Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the HVCMA 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 HVCMA 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 HVCMA 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.

25.2 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.

25.3 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.

SIGNATURE PAGES FOLLOW

DECLARANT SIGNATURE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 12 day of February, 2026.

Bryan Sipple, duly authorized member of
BJS Design Build LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of Feb, 2026 the above-named Bryan Sipple on behalf of BJS Design Build LLC,
who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

Name: KHills
Notary Public, State of Wisconsin
My Commission: 5/23/27

MORTGAGEE CONSENT:
The undersigned first mortgagee hereby consents to this Declaration.

First Mortgagee Fortifi Bank
By: D. J. Mills
David J. Mills its Senior Vice President

STATE OF WISCONSIN)
COUNTY OF Dane)

Personally came before me this 10th day of Feb, 2026 the above-named David Mills on behalf of Fortifi Bank who acknowledged the foregoing document for the purposes recited therein.

K HILLS NOTARY PUBLIC STATE OF WISCONSIN

K Hills
Name: K Hills
Notary Public, State of Wisconsin
My Commission expires 5/23/27

EXHIBIT A – Legal Description and tax parcel numbers

Lot 17, Hidden Valley Plat, recorded in the Dane County Register of Deeds Office in Volume 62-031B of Plats, Pages 170 through 174, as Document No. 6033726.

Located in part of the Southwest ¼ of the Northwest ¼ of Section 19, T9N, R10E, in the Village of DeForest, Dane County, Wisconsin.

Together with all appurtenant interests.

Tax Parcel Numbers

PARENT PARCEL NUMBER 0910-192-4177-1

Unit parcel numbers to be assigned

EXHIBIT B – CONDOMINIUM PLAT -
FOR SPATIAL PURPOSES ONLY - IGNORE ILLEGIBLE TEXT

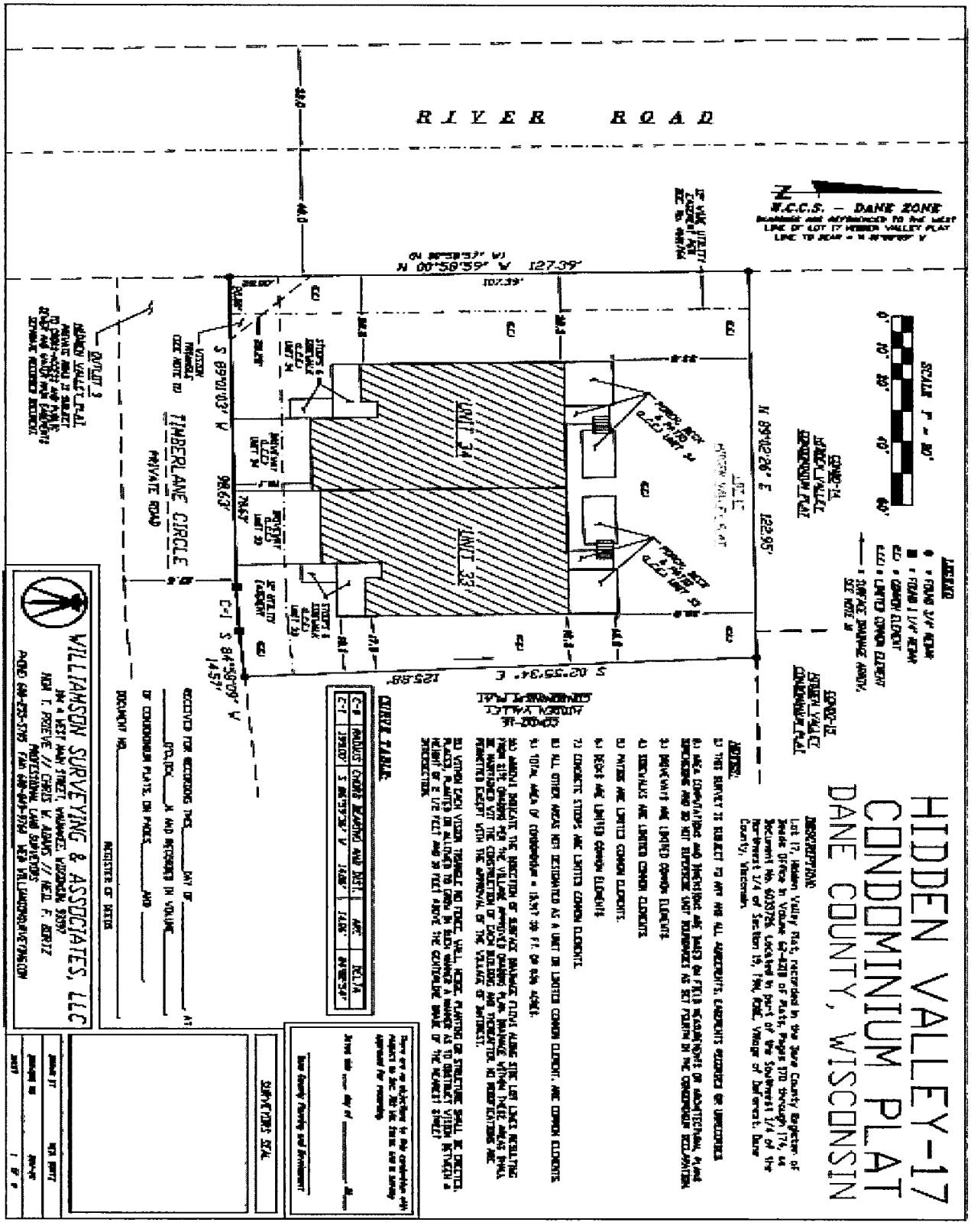
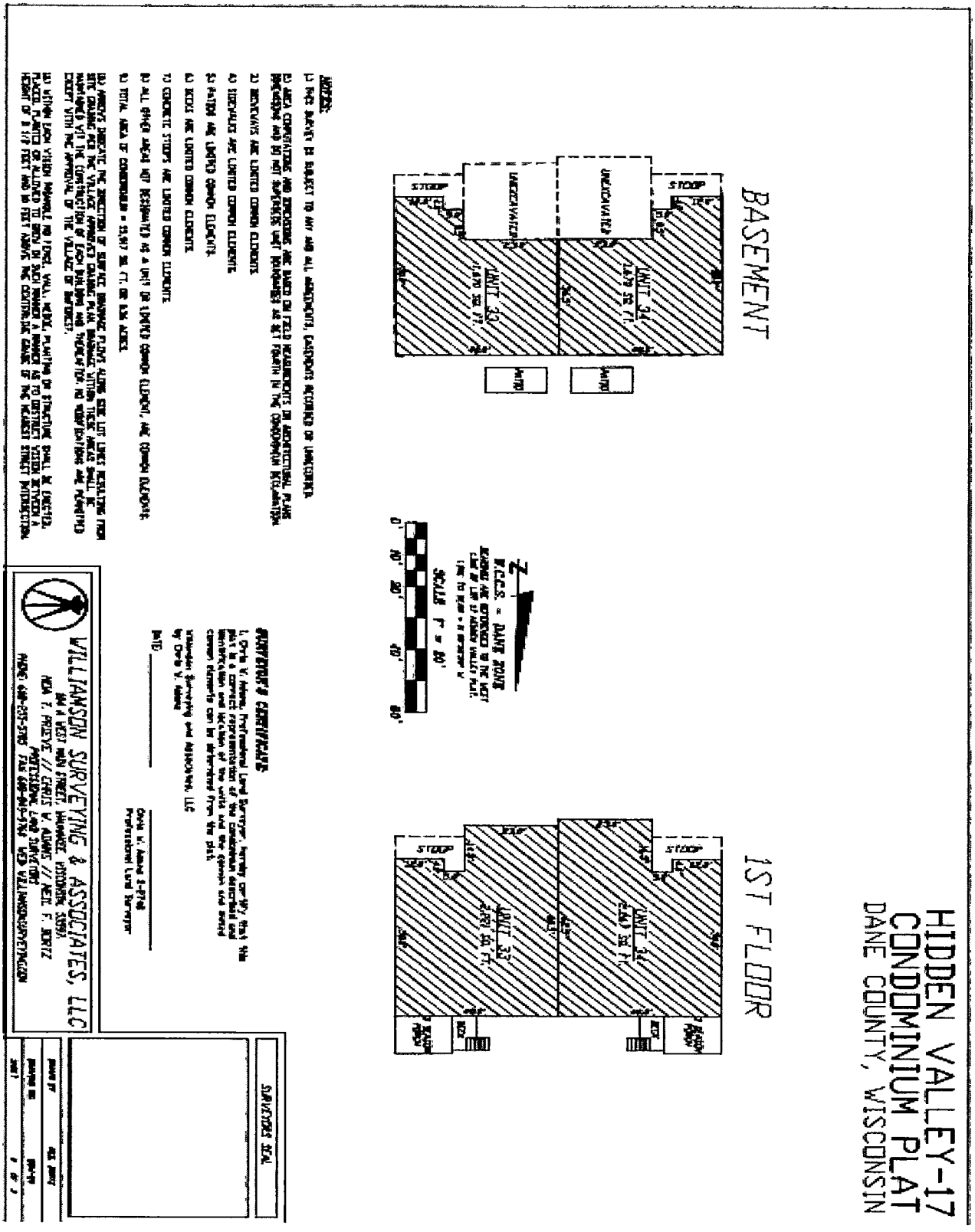


EXHIBIT B – CONDOMINIUM PLAT -
For spatial purposes only – disregard illegible text



EXECUTIVE SUMMARY

Condominium Name: Hidden Valley Condominiums

This Executive Summary was prepared or revised on August 18, 2025 (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 Hidden Valley Condominiums Master Association Inc
- Association address 401 N Century Ave, 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 - Jennie Sipple
- Address, phone number, and other contact information for the contact person
  401 N Century Ave, Waunakee, WI 53597
  608-850-4450

🕮 For condominium document references regarding association governance and a condominium contact person, see Declaration of Covenants and Restrictions for Hidden Valley Condominiums Master Association (Covenants) and By-Laws

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 and 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 limited common elements parking area

🕮 For condominium document references to parking, see Declaration of Condominium - Article 15, Parking

3. Pets

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

- Pet rules and restrictions: 2 pet limit, no unit owner may have a pet which weighs more than 125 pounds, aggressive breeds of dogs are strictly prohibited, see Rules and Regulations for list.

📖 For condominium document references regarding pet rules, see _____

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 Declaration of Condominium - Article 12, 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: All maintenance and repair of Unit

📖 For condominium document references regarding unit maintenance and repair responsibilities, see Declaration of Condominium - Article 10, Maintenance and Repairs

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

- Person(s) responsible for common element maintenance, repair and replacement: _____
- 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 Declaration of Condominium - Article 10, Maintenance and 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 $ 0 - New Construction

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 Declaration of Covenants and Restrictions for Hidden Valley Condominiums Master Association - Article 6, No Statutory Reserve but Reserve Fund Authorized

***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 Declaration of Covenants and Restrictions for Hidden Valley Condominiums Master Association - Article 5

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 Declaration of Condominium - Article 21, Expansion Rights

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 Declaration of Condominium - Article 11, Alterations

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: $ 50.00

📖 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: $ 50.00

📖 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: $ 50.00

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

16. Other restrictions or features (optional): Note: All Unit owners are members of the Hidden Valley Condominiums Master Association Inc and Conservancy Place Community Association

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 of Covenants and Restrictions for Hidden Valley Condominiums Master Association - Article 17, Amendment

This Executive Summary was prepared on the date stated on page one by _____ HVCMA, Inc Secretary, 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!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.