

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5971721  
07/02/2024 01:55 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 16

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION

TAX PARCEL #s:


SEE EXHIBIT A  
-----

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

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

**There are no objections to this condominium  
with respect to Sec. 703.115 Wis. Stats.  
and is hereby approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
Dane County Planning and Development

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION

TAX PARCEL #s:

SEE EXHIBIT A  
-----

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

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

There are no objections to this condominium  
with respect to Sec. 703.115 Wis. Stats.  
and is hereby approved for recording.

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
Dane County Planning and Development

# Table of Contents

ARTICLE 1 DECLARATION .....	3
ARTICLE 2 LEGAL DESCRIPTION .....	3
ARTICLE 3 DEFINITIONS AND APPLICABILITY .....	3
ARTICLE 4 CONDOMINIUM MASTER ASSOCIATION.....	4
ARTICLE 5 COMMON EXPENSES.....	5
ARTICLE 6 NO STATUTORY RESERVE BUT RESERVE FUND AUTHORIZED. ....	6
ARTICLE 7 VOTING .....	6
ARTICLE 8 MAINTENANCE AND REPAIRS.....	6
ARTICLE 9 ALTERATIONS.....	7
ARTICLE 10 USE RESTRICTIONS.....	7
ARTICLE 11 PROHIBITION AGAINST NUISANCES. ....	8
ARTICLE 12 SIGNS.....	8
ARTICLE 13 INSURANCE .....	8
ARTICLE 14 IN EVENT OF DAMAGE OR DESTRUCTION .....	9
ARTICLE 15 CONDEMNATION .....	10
ARTICLE 16 DECLARANT RESERVATION OF RIGHTS. ....	11
ARTICLE 17 AMENDMENT .....	12
ARTICLE 18 REMEDIES.....	12
ARTICLE 19 GENERAL.....	13
<u>DECLARANT'S SIGNATURE.....</u>	<u>15</u>
<u>MORTGAGEE CONSENT.....</u>	<u>16</u>
EXHIBIT A – LEGAL DESCRIPTION AND TAX PARCEL NUMBERS.....	17

## 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC. (“RCMA”).

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 8 condominiums with 4 units each totalling 32 units subject to RCMA and those Unit Owners shall be members of the RCMA.

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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC. (the "RCMA").

4.2            Address and Registered Agent. The address and registered agent of the RCMA shall be maintained on file with the Wisconsin Department of Financial Institutions ("WDFI"). Unless and until modified by the RCMA, 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 RCMA shall be responsible for carrying out the purposes of this Declaration, including management and control of the Land. The RCMA shall be responsible for acting as the board of directors for any and all condominium associations which have delegated power to the RCMA and, regardless of such delegation, the RCMA 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 RCMA. The powers and duties of the RCMA shall include those set forth in the RCMA'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 RCMA provided that each unit shall have only one "representative" designated to act as Unit Owner.

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

4.6            Bylaws, Rules, and Violations. The RCMA 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 RCMA 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 RCMA (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws.

## **ARTICLE 5      COMMON EXPENSES.**

5.1            Any and all expenses incurred by the RCMA in connection with the management or maintenance of any Common Elements and administration of the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

6.2 The RCMA may establish a reserve fund for the replacement and repair of Common Elements and may include in the general assessments by the RCMA 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 RCMA shall be entitled to vote at meetings of the RCMA.

7.1.1 Limitations on Voting Rights. No RCMA 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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA at a general meeting of the RCMA 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 RCMA shall be sufficient to take action on behalf of the RCMA.

## **ARTICLE 8 MAINTENANCE AND REPAIRS.**

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

8.2 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 RCMA 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. Prior to making any alterations to any Common

Elements, Limited Common Elements, and prior to making any alterations to any Unit that could reasonably be anticipated to affect any other Unit, a Unit Owner must obtain the review and approval of the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

10.2.5 The RCMA 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 RCMA, 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 RCMA. 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 RCMA 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 RCMA from time to time to ensure that the required coverage is at all times provided.

13.2 Fire and Extended Loss Insurance. The RCMA shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the RCMA'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 RCMA has opted, through a duly authorized bylaw, to modify the insurance requirement for Units. The insurance maintained by the RCMA 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 RCMA, 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

13.3 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

13.5 Unless modified by the RCMA 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 RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

14.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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, and in addition to any reservation of rights elsewhere stated, the Declarant reserves the following rights:

16.1 The Declarant shall totally govern the affairs of the RCMA 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 RCMA and shall have the right to appoint and remove the officers of the RCMA and to exercise any and all of the powers and responsibilities assigned to the RCMA 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 RCMA; 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. Any 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 RCMA 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 RIVERSTONE 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 RCMA.**

## **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 RCMA. 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 RCMA. 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 may not be terminated, amended or modified without the written approval of the Village of DeForest.

## **ARTICLE 18 REMEDIES**

18.1 The RCMA, and with respect to easements, 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 RCMA, 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 RCMA 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.

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

18.5 Notwithstanding the foregoing, the RCMA 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 RCMA for the cost thereof within ten (10) days after receipt of written demand. Alternatively, the RCMA may, at the option of the RCMA, 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 RCMA, the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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.

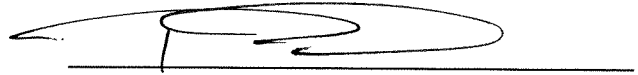
19.2 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the RCMA shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon the RCMA 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 RCMA 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 SIGNATURE

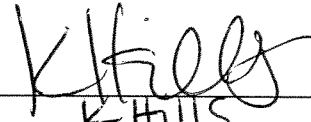
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 2nd day of July, 2024.



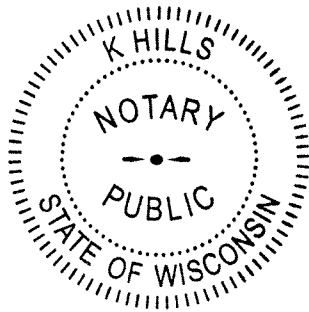
Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 2nd day of July, 2024 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







**EXHIBIT A – LEGAL DESCRIPTION AND TAX PARCEL NUMBERS**

Legal Description:

LOT ONE (1) of CERTIFIED SURVEY MAP NO. 16469 RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL 123 OF CERTIFIED SURVEY MAPS ON PAGES 112-117, AS DOCUMENT NO. 5959122;

ALSO DESCRIBED AS LOTS 1-8, RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

TO BE DESCRIBED AS THOSE LANDS DESCRIBED IN THE FOLLOWING CONDOMINIUM PLATS RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE: RIVERSTONE-1 CONDOMINIUM; RIVERSTONE-2 CONDOMINIUM; RIVERSTONE-3 CONDOMINIUM; RIVERSTONE-4 CONDOMINIUM; RIVERSTONE-5 CONDOMINIUM; RIVERSTONE-6 CONDOMINIUM; RIVERSTONE-7 CONDOMINIUM; RIVERSTONE-8 CONDOMINIUM.

PARENT PARCEL NUMBERS - 118/0910-302-6121-1

Unit parcel numbers to be assigned

DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-8 CONDOMINIUM**

DOCUMENT #  
5971719  
07/02/2024 01:55 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

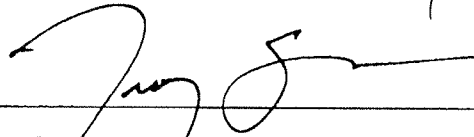
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby approved for recording.**

Dated this 2 day of July, 2024



**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-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 Chapter 703, Stats., and is hereby approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM	3
ARTICLE 1 DECLARATION	3
ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT	3
ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.	3
ARTICLE 4 DESCRIPTION OF UNITS	4
ARTICLE 5 COMMON ELEMENTS	5
ARTICLE 6 LIMITED COMMON ELEMENTS.	6
ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.	6
ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA	6
ARTICLE 9 PERCENTAGE INTERESTS; VOTING	8
ARTICLE 10 MAINTENANCE AND REPAIRS.	9
ARTICLE 11 ALTERATIONS	10
ARTICLE 12 USE RESTRICTIONS.	10
ARTICLE 13 NUISANCES PROHIBITED.	11
ARTICLE 14 SIGNS.	11
ARTICLE 15 PARKING.	11
ARTICLE 16 INSURANCE	11
ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE	13
ARTICLE 18 CONDEMNATION	14
ARTICLE 19 MORTGAGEES	14
ARTICLE 20 DECLARANT RESERVATION OF RIGHTS	15
ARTICLE 21 EXPANSION RIGHTS	16
ARTICLE 22 AMENDMENT	16
ARTICLE 23 REMEDIES	16
ARTICLE 24 EASEMENTS	17
ARTICLE 25 GENERAL	17
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC., ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue

of the recorded Declaration of Covenants and Restrictions for RIVERSTONE Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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"). The 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 Riverstone Condominiums



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

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2}$  = 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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof) or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.



## 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 RCMA in a writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

ARTICLE 23

REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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

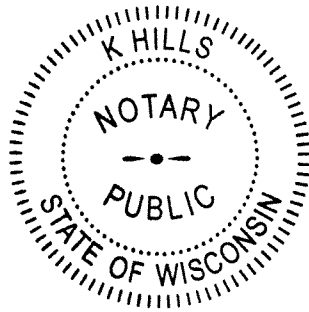
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 2<sup>nd</sup> day of July, 2024.

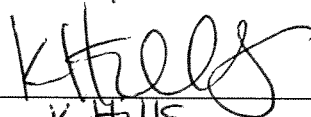


Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN    )  
  )    ss.  
COUNTY OF DANE    )

Personally came before me this 2<sup>nd</sup> day of July, 2024 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: 5/23/21

MORTGAGEE CONSENT

The undersigned first mortgagee hereby consents to this declaration.

First Mortgagee

Settlers best Credit Union

By:

[Signature]  
David M Fink its Executive Strategist

STATE OF WISCONSIN )

COUNTY OF Dane )

ss.

Personally came before me this 2nd day of July, 2024 the above-named David Fink on behalf of Settlers Best Credit Union who acknowledged the foregoing document for the purposes recited therein.

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

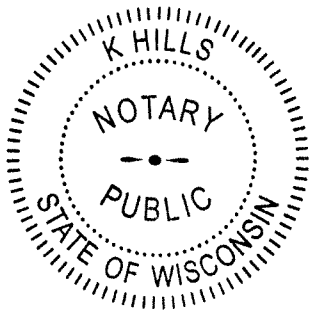


EXHIBIT A – Legal Description and tax parcel numbers

LOT FIVE (5), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

Tax Parcel Numbers

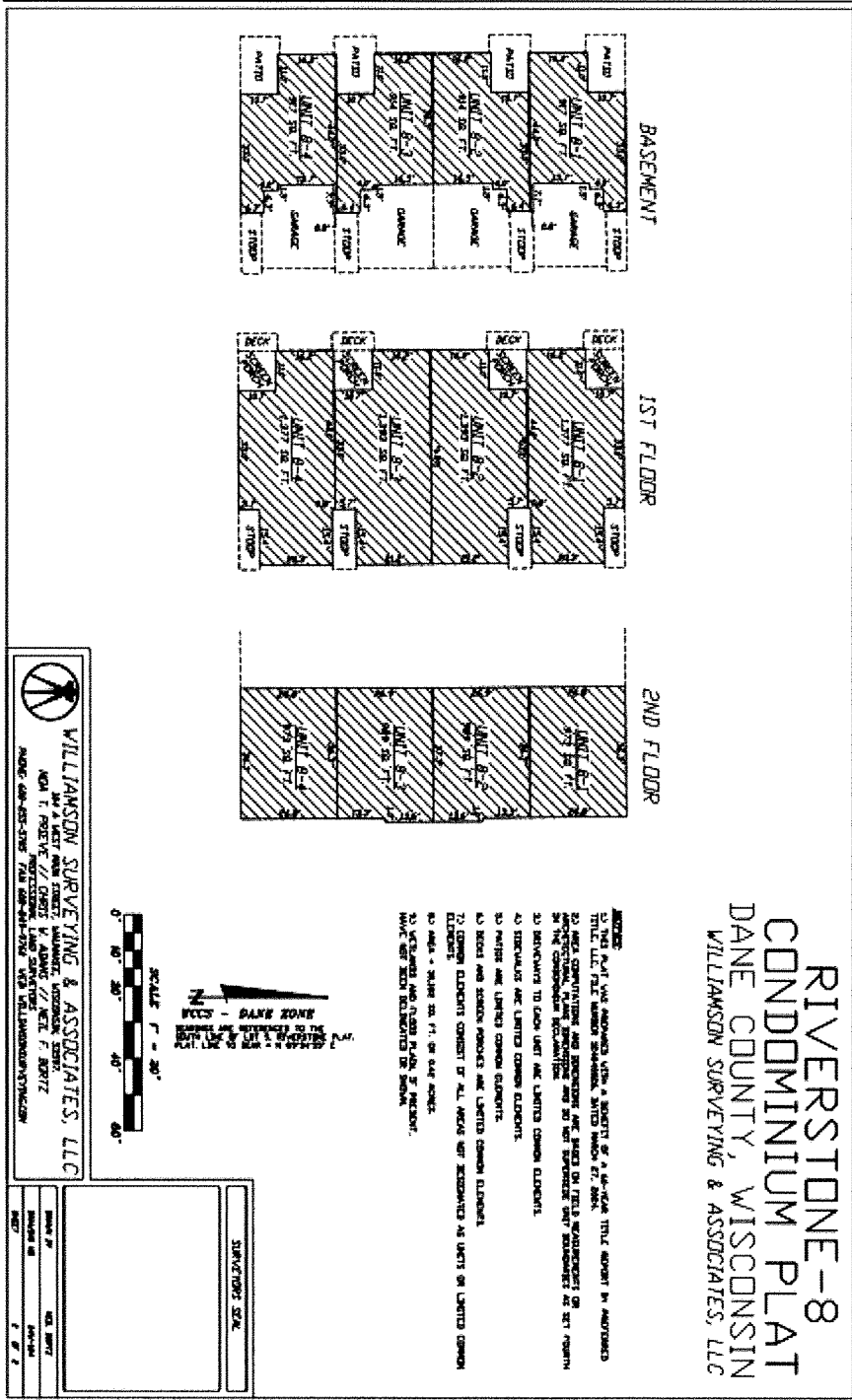
PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned





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



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-7 CONDOMINIUM**

DOCUMENT #  
5971717  
07/02/2024 01:55 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

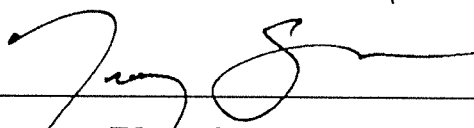
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-7 CONDOMINIUM**

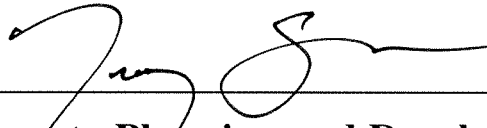
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024



**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM	3
ARTICLE 1 DECLARATION	3
ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT	3
ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.	3
ARTICLE 4 DESCRIPTION OF UNITS	4
ARTICLE 5 COMMON ELEMENTS	5
ARTICLE 6 LIMITED COMMON ELEMENTS.	6
ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.	6
ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA	6
ARTICLE 9 PERCENTAGE INTERESTS; VOTING	8
ARTICLE 10 MAINTENANCE AND REPAIRS.	9
ARTICLE 11 ALTERATIONS	10
ARTICLE 12 USE RESTRICTIONS.	10
ARTICLE 13 NUISANCES PROHIBITED.	11
ARTICLE 14 SIGNS.	11
ARTICLE 15 PARKING.	11
ARTICLE 16 INSURANCE	11
ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE	13
ARTICLE 18 CONDEMNATION	14
ARTICLE 19 MORTGAGEES	14
ARTICLE 20 DECLARANT RESERVATION OF RIGHTS	15
ARTICLE 21 EXPANSION RIGHTS	16
ARTICLE 22 AMENDMENT	16
ARTICLE 23 REMEDIES	16
ARTICLE 24 EASEMENTS	17
ARTICLE 25 GENERAL	17
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

## 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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC., ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue

of the recorded Declaration of Covenants and Restrictions for RIVERSTONE Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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”). The 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 Riverstone Condominiums



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

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2}$  = 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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof) or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.



## 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 RCMA in a writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

#### ARTICLE 23

#### REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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

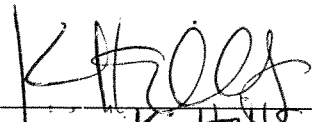
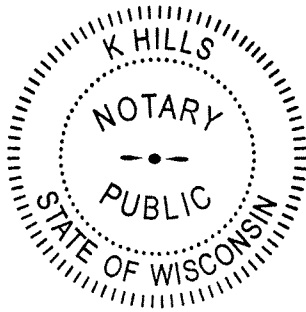
2nd day of July, 2024.



Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN    )  
  )    ss.  
COUNTY OF DANE    )

Personally came before me this 2nd day of July, 2024 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

By:

Setters best Credit Union  
[Signature]  
David M Fink its Executive Strategist

STATE OF WISCONSIN )

COUNTY OF Dane )

ss.

Personally came before me this 2nd day of July, 2024 the above-named David Fink on behalf of Setters Best Credit Union who acknowledged the foregoing document for the purposes recited therein.

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

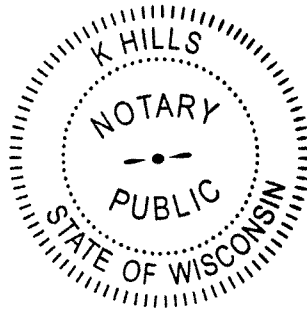


EXHIBIT A – Legal Description and tax parcel numbers

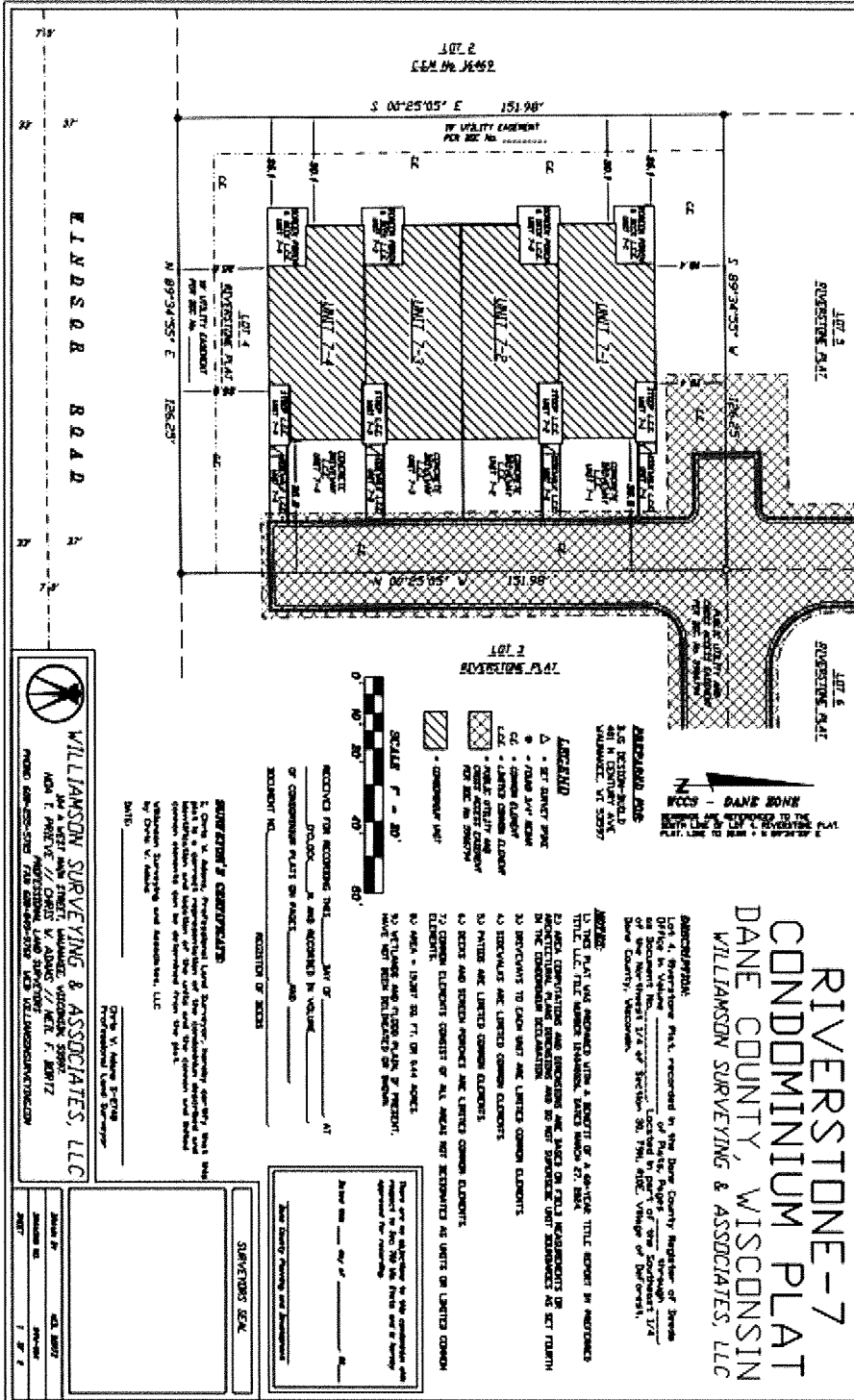
LOT FOUR (4), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

Tax Parcel Numbers

PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned

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







DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-8 CONDOMINIUM**

DOCUMENT #  
5971719  
07/02/2024 01:55 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

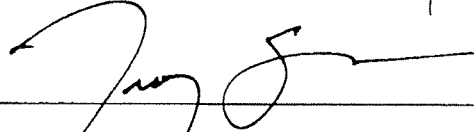
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024



**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-6 CONDOMINIUM**

DOCUMENT #  
5971713  
07/02/2024 01:55 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

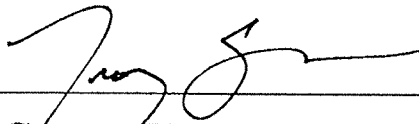
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024



\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM	3
ARTICLE 1 DECLARATION	3
ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT	3
ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.	3
ARTICLE 4 DESCRIPTION OF UNITS	4
ARTICLE 5 COMMON ELEMENTS	5
ARTICLE 6 LIMITED COMMON ELEMENTS.	6
ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.	6
ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA	6
ARTICLE 9 PERCENTAGE INTERESTS; VOTING	8
ARTICLE 10 MAINTENANCE AND REPAIRS.	9
ARTICLE 11 ALTERATIONS	10
ARTICLE 12 USE RESTRICTIONS.	10
ARTICLE 13 NUISANCES PROHIBITED.	11
ARTICLE 14 SIGNS.	11
ARTICLE 15 PARKING.	11
ARTICLE 16 INSURANCE	11
ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE	13
ARTICLE 18 CONDEMNATION	14
ARTICLE 19 MORTGAGEES	14
ARTICLE 20 DECLARANT RESERVATION OF RIGHTS	15
ARTICLE 21 EXPANSION RIGHTS	16
ARTICLE 22 AMENDMENT	16
ARTICLE 23 REMEDIES	16
ARTICLE 24 EASEMENTS	17
ARTICLE 25 GENERAL	17
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC., ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue

of the recorded Declaration of Covenants and Restrictions for RIVERSTONE Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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"). The 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 Riverstone Condominiums

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

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2} = 50\%$  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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof) or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.

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 RCMA in a writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

#### ARTICLE 23

#### REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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

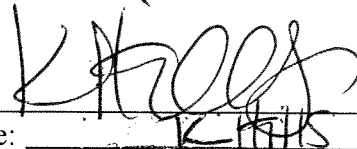
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 2<sup>nd</sup> day of July, 2024.



Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 2<sup>nd</sup> day of July, 2024 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

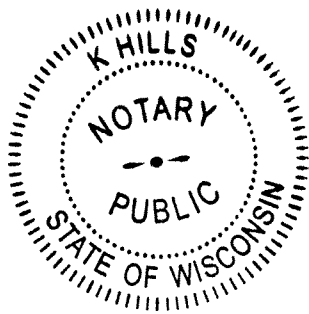




EXHIBIT A – Legal Description and tax parcel numbers

LOT SIX (6), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

Tax Parcel Numbers

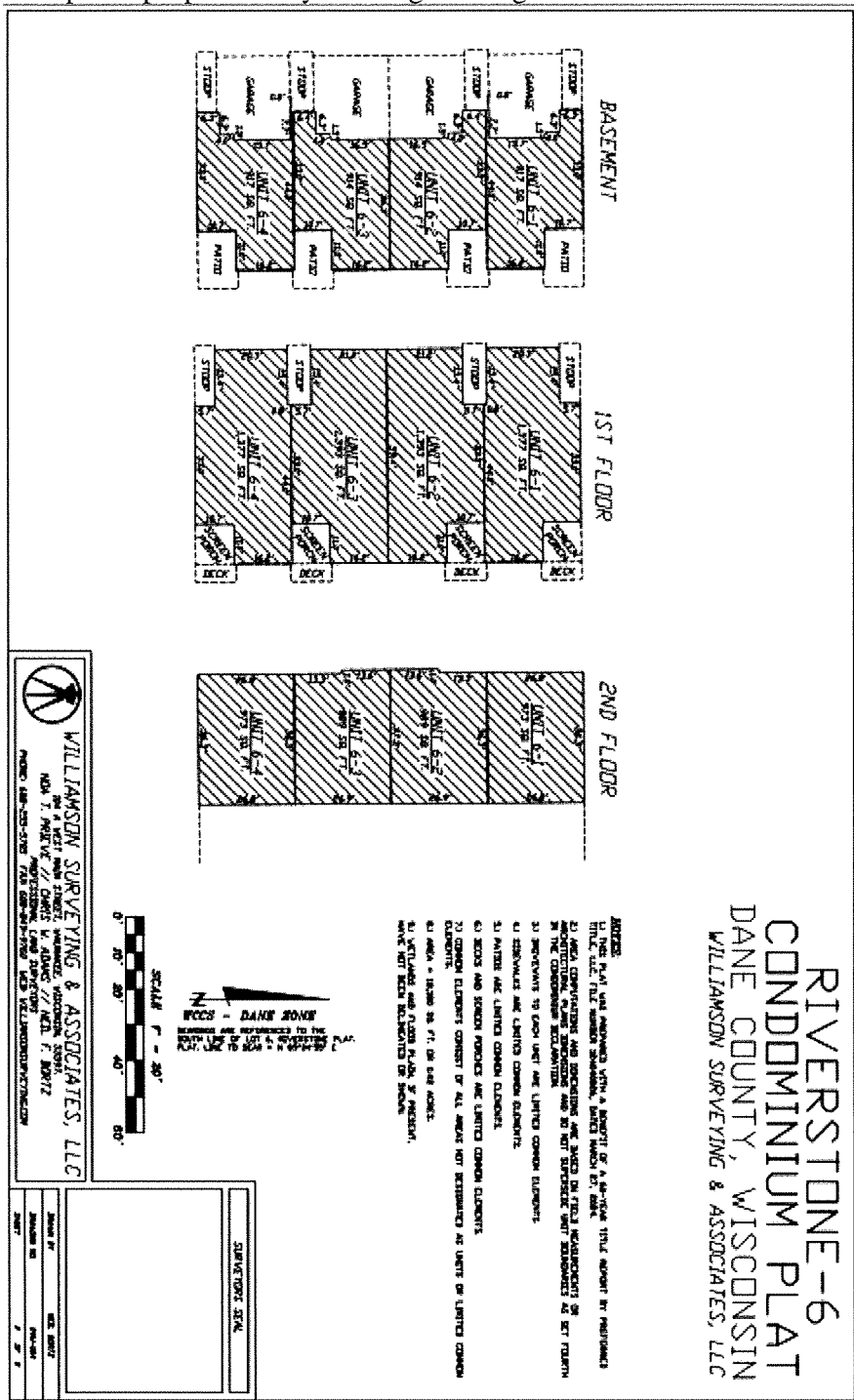
PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned





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



RIVERSTONE-6  
 CONDOMINIUM PLAT  
 DANE COUNTY, WISCONSIN  
 WILLIAMSON SURVEYING & ASSOCIATES, LLC

DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-5 CONDOMINIUM**

DOCUMENT #  
5971711  
07/02/2024 01:55 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

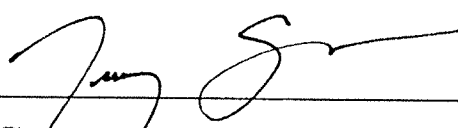
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-5 CONDOMINIUM**

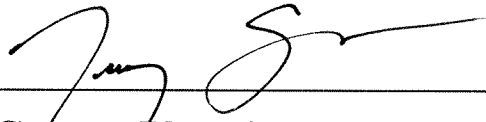
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM	3
ARTICLE 1 DECLARATION	3
ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT	3
ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.	3
ARTICLE 4 DESCRIPTION OF UNITS	4
ARTICLE 5 COMMON ELEMENTS	5
ARTICLE 6 LIMITED COMMON ELEMENTS.	6
ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.	6
ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA	6
ARTICLE 9 PERCENTAGE INTERESTS; VOTING	8
ARTICLE 10 MAINTENANCE AND REPAIRS.	9
ARTICLE 11 ALTERATIONS	10
ARTICLE 12 USE RESTRICTIONS.	10
ARTICLE 13 NUISANCES PROHIBITED.	11
ARTICLE 14 SIGNS.	11
ARTICLE 15 PARKING.	11
ARTICLE 16 INSURANCE	11
ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE	13
ARTICLE 18 CONDEMNATION	14
ARTICLE 19 MORTGAGEES	14
ARTICLE 20 DECLARANT RESERVATION OF RIGHTS	15
ARTICLE 21 EXPANSION RIGHTS	16
ARTICLE 22 AMENDMENT	16
ARTICLE 23 REMEDIES	16
ARTICLE 24 EASEMENTS	17
ARTICLE 25 GENERAL	17
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC., ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue

of the recorded Declaration of Covenants and Restrictions for RIVERSTONE Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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"). The 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 Riverstone Condominiums

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

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2} = 50\%$  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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof) or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.

## 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 RCMA in a writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

ARTICLE 23

REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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.

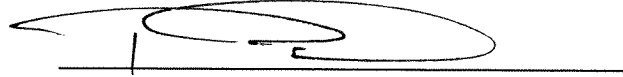
25.2 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision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

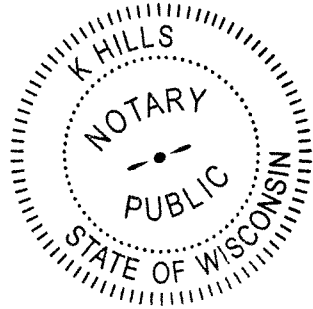
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this  
2nd day of July, 2024.



Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 2nd day of July, 2024 the above-named  
Bryan Sipple on behalf of BJS Design Build LLC,  
who acknowledged the foregoing document for the purposes recited therein.



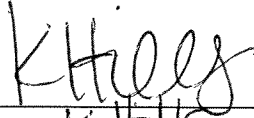
  
Name: K Hills  
Notary Public, State of Wisconsin  
My Commission: 5/23/27



EXHIBIT A – Legal Description and tax parcel numbers

LOT THREE (3), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

Tax Parcel Numbers

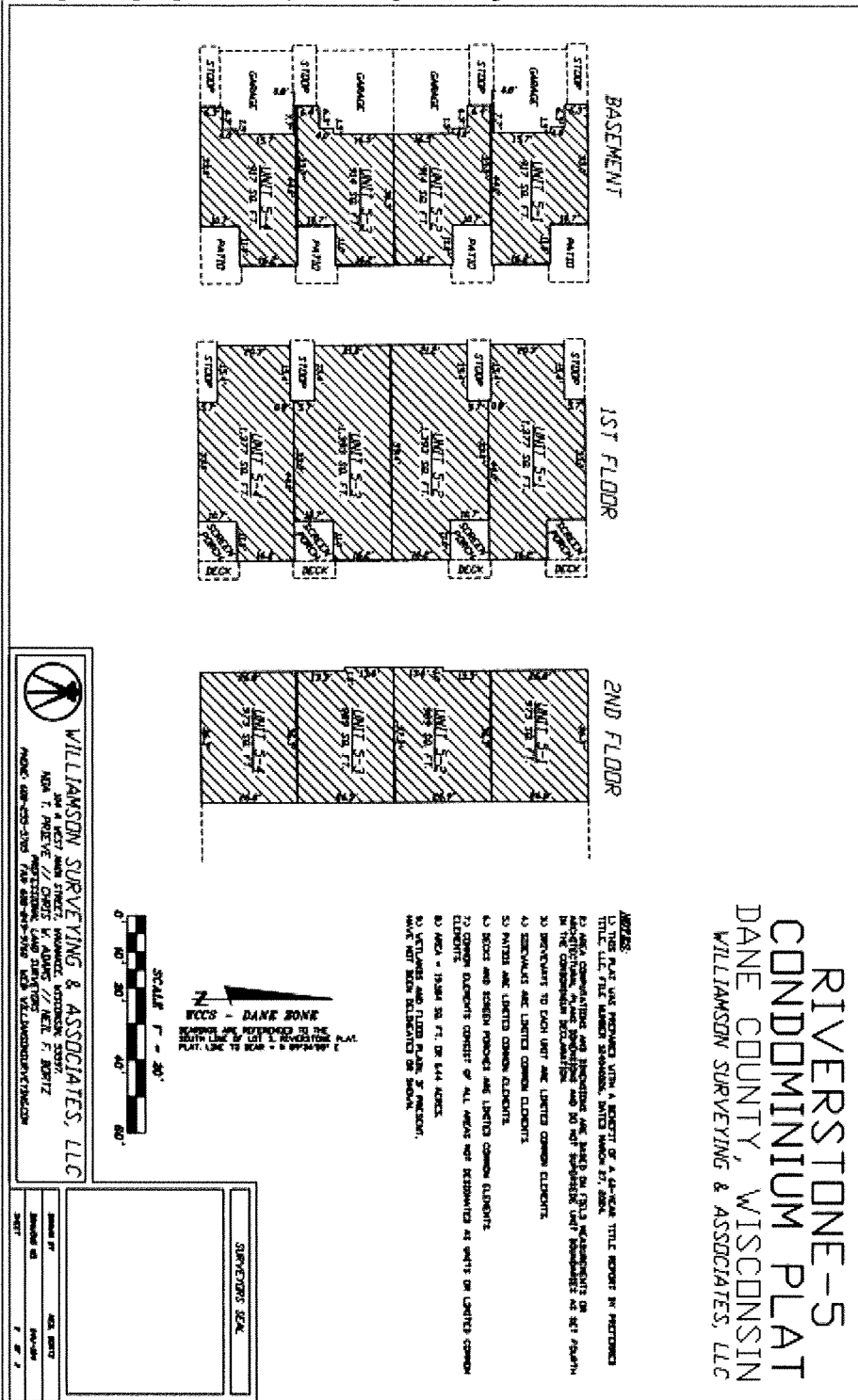
PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned





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



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-4 CONDOMINIUM**

DOCUMENT #  
5971709  
07/02/2024 01:55 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

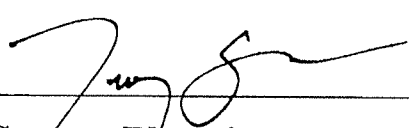
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-4 CONDOMINIUM**

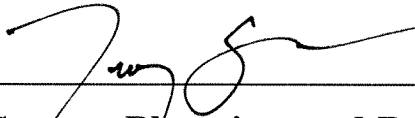
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024



\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM	3
ARTICLE 1 DECLARATION	3
ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT	3
ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.	3
ARTICLE 4 DESCRIPTION OF UNITS	4
ARTICLE 5 COMMON ELEMENTS	5
ARTICLE 6 LIMITED COMMON ELEMENTS.	6
ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.	6
ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA	6
ARTICLE 9 PERCENTAGE INTERESTS; VOTING	8
ARTICLE 10 MAINTENANCE AND REPAIRS.	9
ARTICLE 11 ALTERATIONS	10
ARTICLE 12 USE RESTRICTIONS.	10
ARTICLE 13 NUISANCES PROHIBITED.	11
ARTICLE 14 SIGNS.	11
ARTICLE 15 PARKING.	11
ARTICLE 16 INSURANCE	11
ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE	13
ARTICLE 18 CONDEMNATION	14
ARTICLE 19 MORTGAGEES	14
ARTICLE 20 DECLARANT RESERVATION OF RIGHTS	15
ARTICLE 21 EXPANSION RIGHTS	16
ARTICLE 22 AMENDMENT	16
ARTICLE 23 REMEDIES	16
ARTICLE 24 EASEMENTS	17
ARTICLE 25 GENERAL	17
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC., ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue

of the recorded Declaration of Covenants and Restrictions for RIVERSTONE Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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"). The 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 Riverstone Condominiums

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

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2} = 50\%$  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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof) or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.

## 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 RCMA in a writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

#### ARTICLE 23

#### REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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





EXHIBIT A – Legal Description and tax parcel numbers

LOT SEVEN (7), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

Tax Parcel Numbers

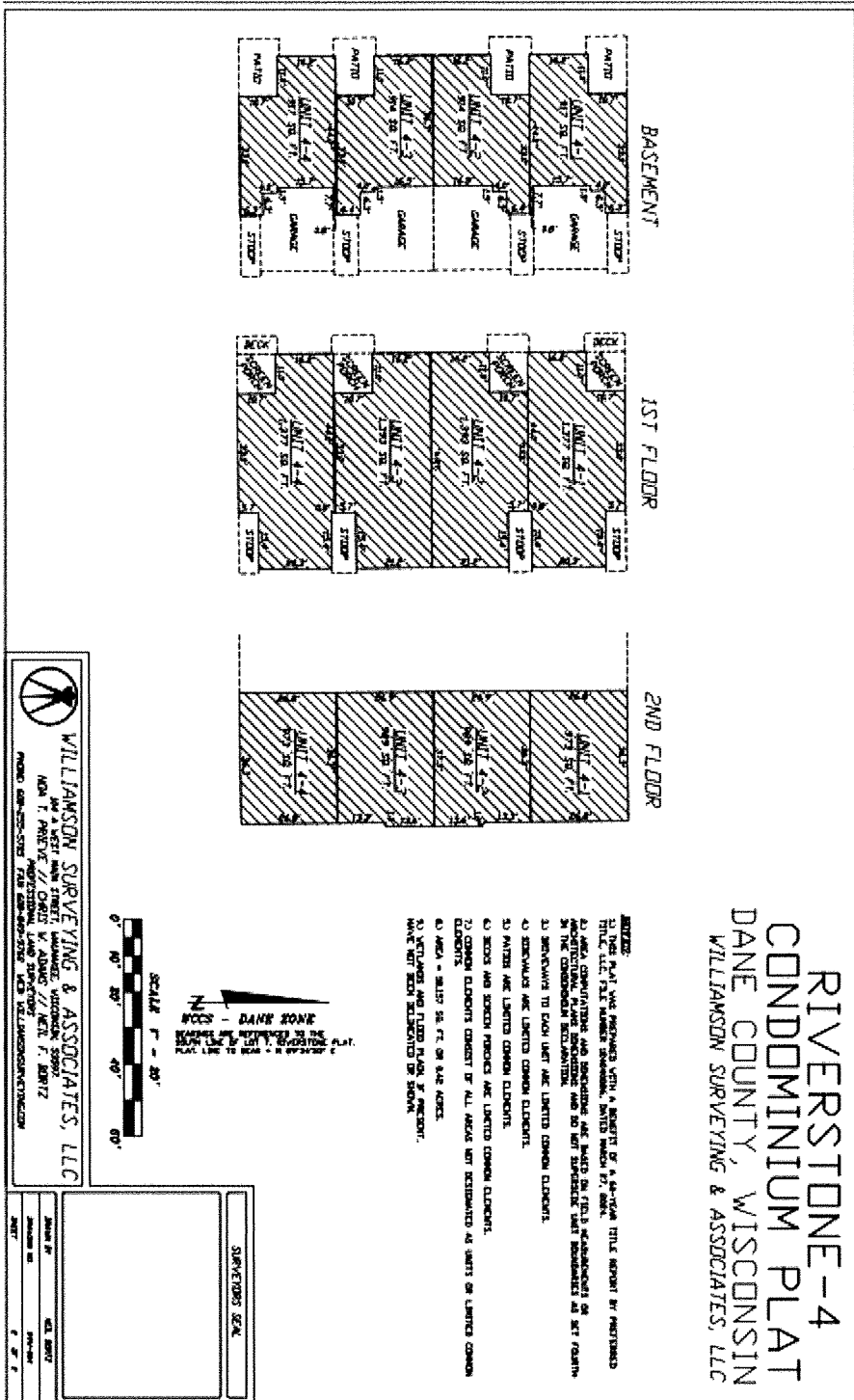
PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned





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



DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-3 CONDOMINIUM**

DOCUMENT #  
5971707  
07/02/2024 01:54 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

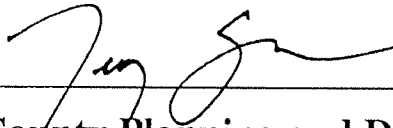
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-3 CONDOMINIUM**

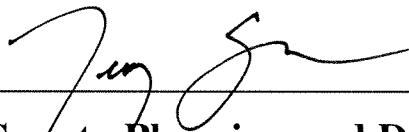
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024



\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM	3
ARTICLE 1 DECLARATION	3
ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT	3
ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.	3
ARTICLE 4 DESCRIPTION OF UNITS	4
ARTICLE 5 COMMON ELEMENTS	5
ARTICLE 6 LIMITED COMMON ELEMENTS.	6
ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.	6
ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA	6
ARTICLE 9 PERCENTAGE INTERESTS; VOTING	8
ARTICLE 10 MAINTENANCE AND REPAIRS.	9
ARTICLE 11 ALTERATIONS	10
ARTICLE 12 USE RESTRICTIONS.	10
ARTICLE 13 NUISANCES PROHIBITED.	11
ARTICLE 14 SIGNS.	11
ARTICLE 15 PARKING.	11
ARTICLE 16 INSURANCE	11
ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE	13
ARTICLE 18 CONDEMNATION	14
ARTICLE 19 MORTGAGEES	14
ARTICLE 20 DECLARANT RESERVATION OF RIGHTS	15
ARTICLE 21 EXPANSION RIGHTS	16
ARTICLE 22 AMENDMENT	16
ARTICLE 23 REMEDIES	16
ARTICLE 24 EASEMENTS	17
ARTICLE 25 GENERAL	17
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC., ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue

of the recorded Declaration of Covenants and Restrictions for RIVERSTONE Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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"). The 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 Riverstone Condominiums

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

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2} = 50\%$  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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof) or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.

## 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 RCMA in a writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

#### ARTICLE 23

#### REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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.

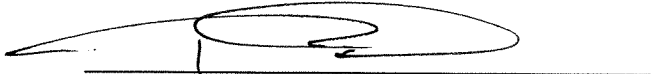
25.3 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the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

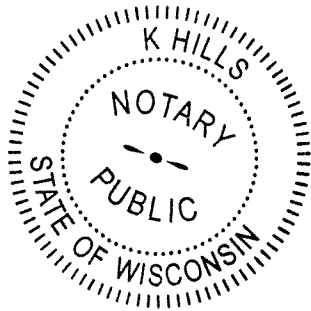
2nd day of July, 2024.



Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 2nd day of July, 2024 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: K Hills  
Notary Public, State of Wisconsin  
My Commission: 5/23/27



EXHIBIT A – Legal Description and tax parcel numbers

LOT TWO (2), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

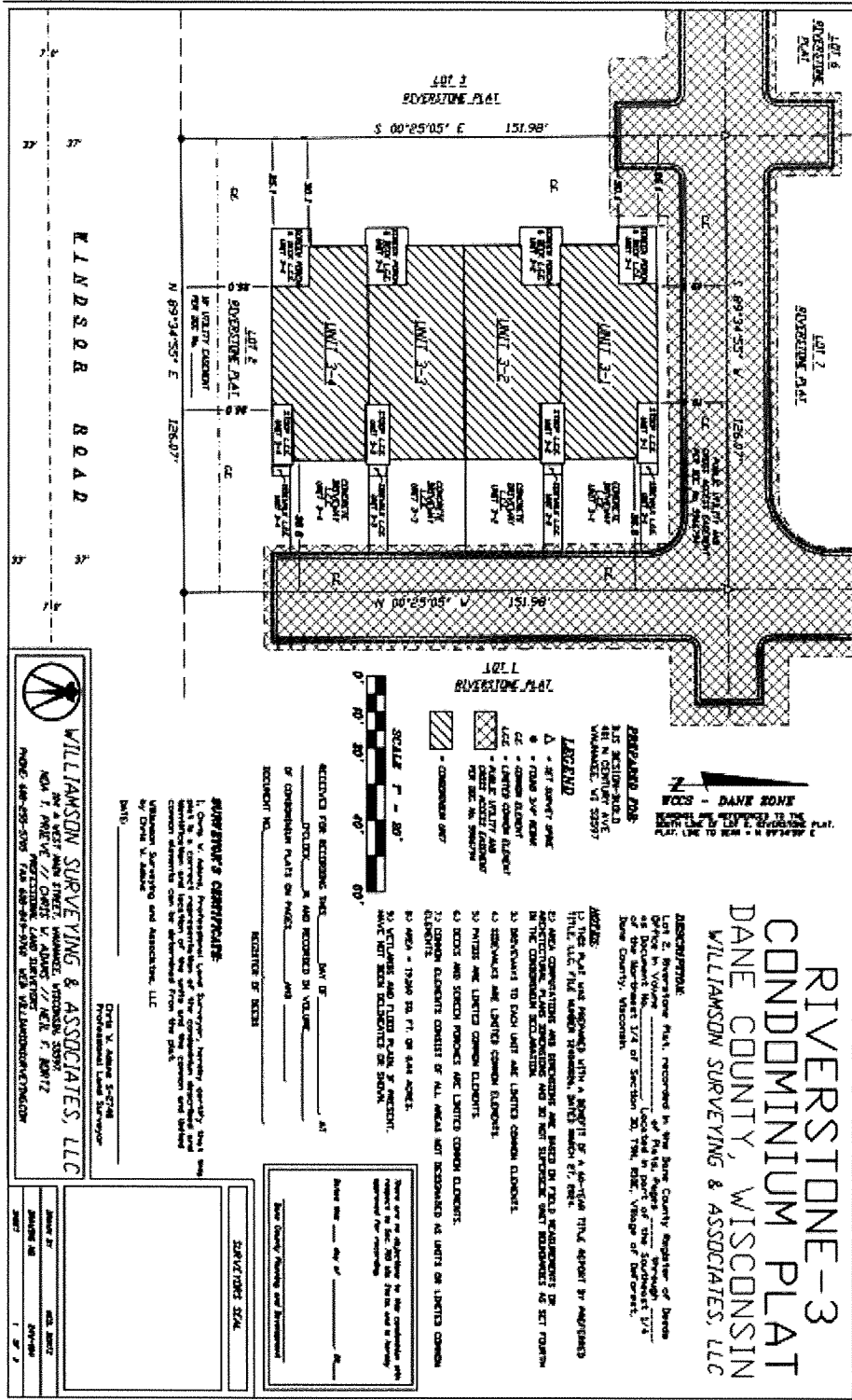
Tax Parcel Numbers

PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned



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





DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-2 CONDOMINIUM**

DOCUMENT #  
5971704  
07/02/2024 01:54 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

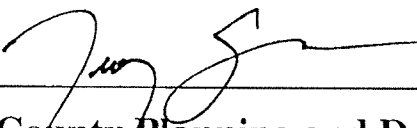
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 2 day of July, 2024

  
\_\_\_\_\_  
**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM	3
ARTICLE 1 DECLARATION	3
ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT	3
ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.	3
ARTICLE 4 DESCRIPTION OF UNITS	4
ARTICLE 5 COMMON ELEMENTS	5
ARTICLE 6 LIMITED COMMON ELEMENTS.	6
ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.	6
ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA	6
ARTICLE 9 PERCENTAGE INTERESTS; VOTING	8
ARTICLE 10 MAINTENANCE AND REPAIRS.	9
ARTICLE 11 ALTERATIONS	10
ARTICLE 12 USE RESTRICTIONS.	10
ARTICLE 13 NUISANCES PROHIBITED.	11
ARTICLE 14 SIGNS.	11
ARTICLE 15 PARKING.	11
ARTICLE 16 INSURANCE	11
ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE	13
ARTICLE 18 CONDEMNATION	14
ARTICLE 19 MORTGAGEES	14
ARTICLE 20 DECLARANT RESERVATION OF RIGHTS	15
ARTICLE 21 EXPANSION RIGHTS	16
ARTICLE 22 AMENDMENT	16
ARTICLE 23 REMEDIES	16
ARTICLE 24 EASEMENTS	17
ARTICLE 25 GENERAL	17
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, INC., ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue

of the recorded Declaration of Covenants and Restrictions for RIVERSTONE Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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"). The 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 Riverstone Condominiums

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

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2} = 50\%$  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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof) or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.

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 RCMA in a writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

#### ARTICLE 23

#### REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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.

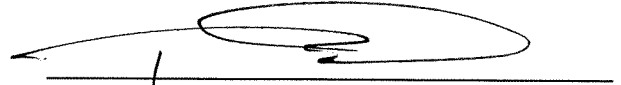
25.3 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the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

2nd day of July, 2024.




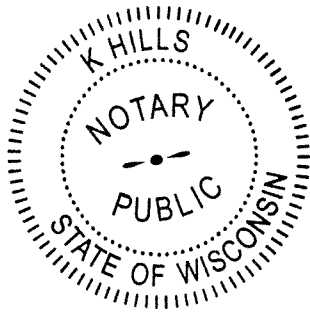
Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN )

) ss.

COUNTY OF DANE )

Personally came before me this 2nd day of July, 2024 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



EXHIBIT A – Legal Description and tax parcel numbers

LOT EIGHT (8), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

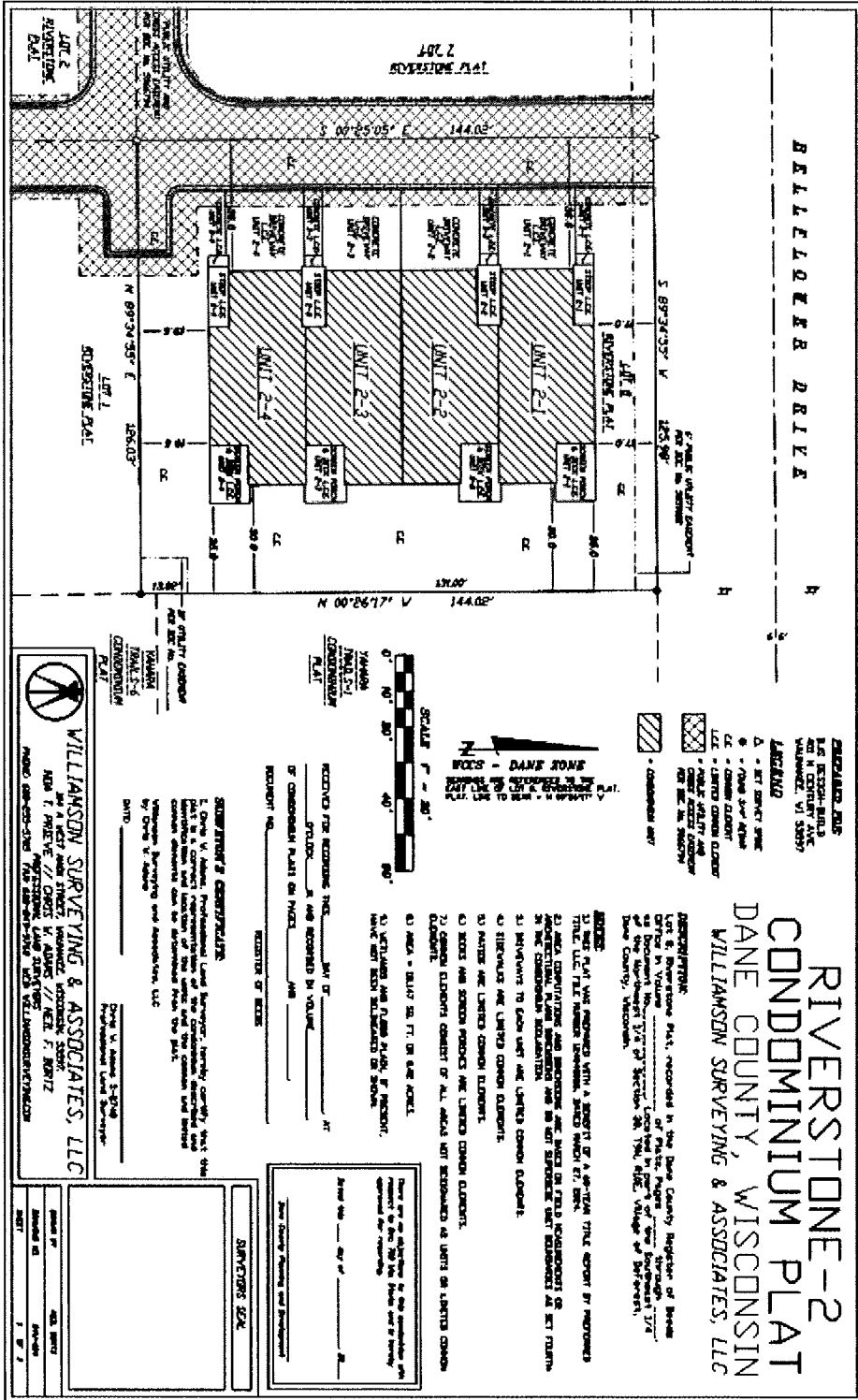
Tax Parcel Numbers

PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned



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





DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-1 CONDOMINIUM**

DOCUMENT #  
5971702  
07/02/2024 01:54 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 23

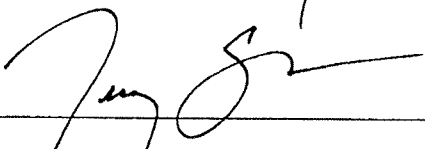
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 7 day of July, 2024



**Dane County Planning and Development**

DECLARATION OF CONDOMINIUM

The "NAME" OF THE CONDOMINIUM IS:  
**RIVERSTONE-1 CONDOMINIUM**

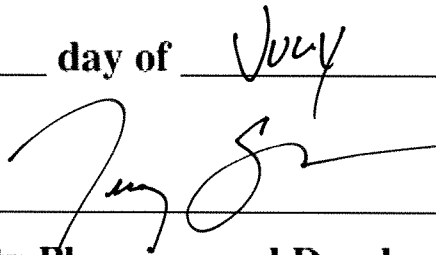
-----  
*This document DRAFTED BY  
and should be returned to:*

*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 Chapter 703, Stats., and is hereby  
approved for recording.**

Dated this 7 day of July, 2024



\_\_\_\_\_  
**Dane County Planning and Development**

<u>DECLARATION OF CONDOMINIUM</u>	<u>3</u>
<u>ARTICLE 1 DECLARATION</u>	<u>3</u>
<u>ARTICLE 2 LAND, UNITS, NAME, ADDRESS, RESIDENT AGENT</u>	<u>3</u>
<u>ARTICLE 3 PRE-EXISTING COVENANTS, RESTRICTIONS AND EASEMENTS.</u>	<u>3</u>
<u>ARTICLE 4 DESCRIPTION OF UNITS</u>	<u>4</u>
<u>ARTICLE 5 COMMON ELEMENTS</u>	<u>5</u>
<u>ARTICLE 6 LIMITED COMMON ELEMENTS.</u>	<u>6</u>
<u>ARTICLE 7 CONFLICT IN UNIT BOUNDARIES; COMMON ELEMENT BOUNDARIES.</u>	<u>6</u>
<u>ARTICLE 8 CONDOMINIUM ASSOCIATION- RCMA</u>	<u>6</u>
<u>ARTICLE 9 PERCENTAGE INTERESTS; VOTING</u>	<u>8</u>
<u>ARTICLE 10 MAINTENANCE AND REPAIRS.</u>	<u>9</u>
<u>ARTICLE 11 ALTERATIONS</u>	<u>10</u>
<u>ARTICLE 12 USE RESTRICTIONS.</u>	<u>10</u>
<u>ARTICLE 13 NUISANCES PROHIBITED.</u>	<u>11</u>
<u>ARTICLE 14 SIGNS.</u>	<u>11</u>
<u>ARTICLE 15 PARKING.</u>	<u>11</u>
<u>ARTICLE 16 INSURANCE</u>	<u>11</u>
<u>ARTICLE 17 DAMAGE OR DESTRUCTION RECONSTRUCTION, REPAIR, SALE</u>	<u>13</u>
<u>ARTICLE 18 CONDEMNATION</u>	<u>14</u>
<u>ARTICLE 19 MORTGAGEES</u>	<u>14</u>
<u>ARTICLE 20 DECLARANT RESERVATION OF RIGHTS</u>	<u>15</u>
<u>ARTICLE 21 EXPANSION RIGHTS</u>	<u>16</u>
<u>ARTICLE 22 AMENDMENT</u>	<u>16</u>
<u>ARTICLE 23 REMEDIES</u>	<u>16</u>
<u>ARTICLE 24 EASEMENTS</u>	<u>17</u>
<u>ARTICLE 25 GENERAL</u>	<u>17</u>
DECLARANT SIGNATURE	19
MORTGAGEE CONSENT	20
EXHIBIT A- Legal Description and Tax Parcel Number	21
EXHIBIT B – Plat	22

## 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 on **Exhibit A** as are 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") 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 RCMA 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 RIVERSTONE CONDOMINIUMS MASTER ASSOCIATION, ("the RCMA") by virtue of the recorded Declaration of Covenants and Restrictions for RIVERSTONE

Condominiums. All Unit Owners are members of the RCMA and shall be subject to its covenants, restrictions, rules and regulations.

(e) Note: In addition to the RCMA, 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 4 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 of 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 RCMA 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.

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 RCMA, and the Act. In addition, each owner of any unit of any other condominium subject to the RCMA or whose owners are members of the RCMA 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 RCMA, 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 RCMA 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 or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All driveways, sidewalks, access ways, steps, stoops, decks, balconies, porches, 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 RCMA.

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 RCMA (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- RCMA

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"). The 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 Riverstone Condominiums Master Association, Inc. (RCMA) and shall act at all times in a matter consistent with

RCMA and its bylaws, rules and regulations.

**8.2 DECLARANT RESERVES, on behalf of itself and on behalf of the RCMA as its assignee, of the right to merge and consolidate all condominiums governed by the RCMA 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 RIVERSTONE 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 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 RCMA.**

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

8.4 Bylaws, Rules, and Violations. The Bylaws and Rules of the RCMA 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 RCMA shall constitute a violation of this Declaration for which the RCMA 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 RCMA 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 RCMA shall assess Common Expenses against the units to which the expenses apply such that the Common Expenses of all units in the RCMA generally shall be apportioned with one share to each Unit divided by the total number of units in the RCMA. However, nothing stated herein would prohibit the RCMA from making special assessments against a Unit or group of Units deemed by the RCMA to be responsible for the expense.

8.7 General Assessments. The RCMA 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 RCMA 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 RCMA 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 RCMA under any provision of this Declaration; for any neighborhood common expenses or other expenses, whether general or special, assessed by the RCMA, Inc.; or for any other purpose for which the RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA elects not to establish a statutory reserve fund.

8.10 Certificate of Status. The RCMA 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 RCMA shall have the right to enter into a management contract with a manager selected by the RCMA (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 RCMA 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 ( $\frac{1}{2} = 50\%$  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 RCMA, each Unit's vote is one divided by the total number of units subject to the RCMA (ie 1/32).

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 RCMA. The bylaws of the RCMA may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the RCMA 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 RCMA 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 RCMA shall be responsible for providing and maintaining all such Common Elements and Limited Common Elements; for snow plowing all sidewalks, driveways, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas; and for cleaning and striping of basement parking areas. Units Owners shall be responsible for routine sweeping, cleaning and debris removal of all stoops, decks, porches and balconies designated for the exclusive use of the Unit Owner.

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 RCMA'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 RCMA, 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 RCMA 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 RCMA, 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 RCMA or any committee thereof)

or (iii) the RCMA 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 RCMA, which permission may be denied in the sole discretion of the RCMA. 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 RCMA By-Laws and any rules and regulations adopted by the RCMA. 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 RCMA as a third-party beneficiary to the lease and that the RCMA 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 RCMA prior to commencement of the lease;

(e) The RCMA 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 RCMA, 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 RCMA. 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 RCMA. 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 RCMA 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 RCMA 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 RCMA, shall obtain and maintain fire, casualty, and special form insurance coverage as specified in the RCMA Bylaws, and for the RCMA'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 RCMA, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. Unless otherwise specifically provided for in the RCMA 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 RCMA, as insurance trustee, for the Unit Owners and the Mortgagees to be distributed as provided in this Declaration.

16.4 Public Liability Insurance. The RCMA shall obtain and maintain a comprehensive liability insurance policy insuring the RCMA, 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 RCMA. The insurance coverage shall be written on the Condominium in the name of the RCMA as insurance trustee for the RCMA, 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 RCMA 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 RCMA shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the RCMA. The RCMA shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the RCMA'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 RCMA Bylaws.

16.7 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the RCMA or a Unit Owner to be subrogated to any right of the RCMA or a Unit Owner arising under this Declaration. The RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA as trustee shall be disbursed by the RCMA for the repair or reconstruction of the damaged Common Elements. The RCMA 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 RCMA, 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 RCMA as trustee for the Unit Owners and Mortgagees involved.

17.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the RCMA 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 RCMA 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 RCMA 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 RCMA, 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 RCMA shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the RCMA.

#### 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 RCMA in a

writing received by the RCMA'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 RCMA 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.

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 RCMA as set forth in this Declaration, 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 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 RCMA unless and until such withdrawal is approved by amendment of the RCMA covenants and restrictions as provided for therein.

#### ARTICLE 23 REMEDIES

23.1 The RCMA 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 RCMA 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 RCMA 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 RCMA as a whole. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, the RCMA shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the RCMA for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the RCMA may, at the option of the RCMA, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the RCMA, the RCMA 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 RCMA.

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 RCMA 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 RCMA 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 RCMA 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 RCMA 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 RCMA 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.

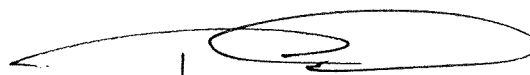
25.3 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the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

2nd day of July, 2024.



\_\_\_\_\_  
Bryan Sipple, duly authorized member of  
BJS Design Build LLC

STATE OF WISCONSIN )

) ss.

COUNTY OF DANE )

Personally came before me this 2nd day of July, 2024 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: 5/23/21

MORTGAGEE CONSENT

The undersigned first mortgagee hereby consents to this declaration.

First Mortgagee  
By:

Settlers best Credit Union  
[Signature]  
Lawidm. Fink its Executive Strategist

STATE OF WISCONSIN )  
COUNTY OF Dane ) ss.

Personally came before me this 2nd day of July, 2024 the above-named David Fink on behalf of Settlers Best Credit Union who acknowledged the foregoing document for the purposes recited therein.

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

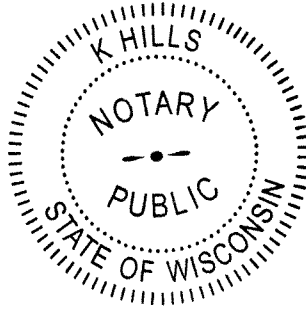


EXHIBIT A – Legal Description and tax parcel numbers

LOT ONE (1), RIVERSTONE PLAT, RECORDED IN THE DANE COUNTY REGISTER OF DEEDS OFFICE IN VOL. 62-010B OF PLATS, PAGES 51-52, AS DOCUMENT NO. 5971295. LOCATED IN PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, T9N, R10E, VILLAGE OF DEFOREST, DANE COUNTY, WISCONSIN.

Tax Parcel Numbers

PARENT PARCEL NUMBER (PART OF) 118/0910-302-6121-1

Unit parcel numbers to be assigned



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

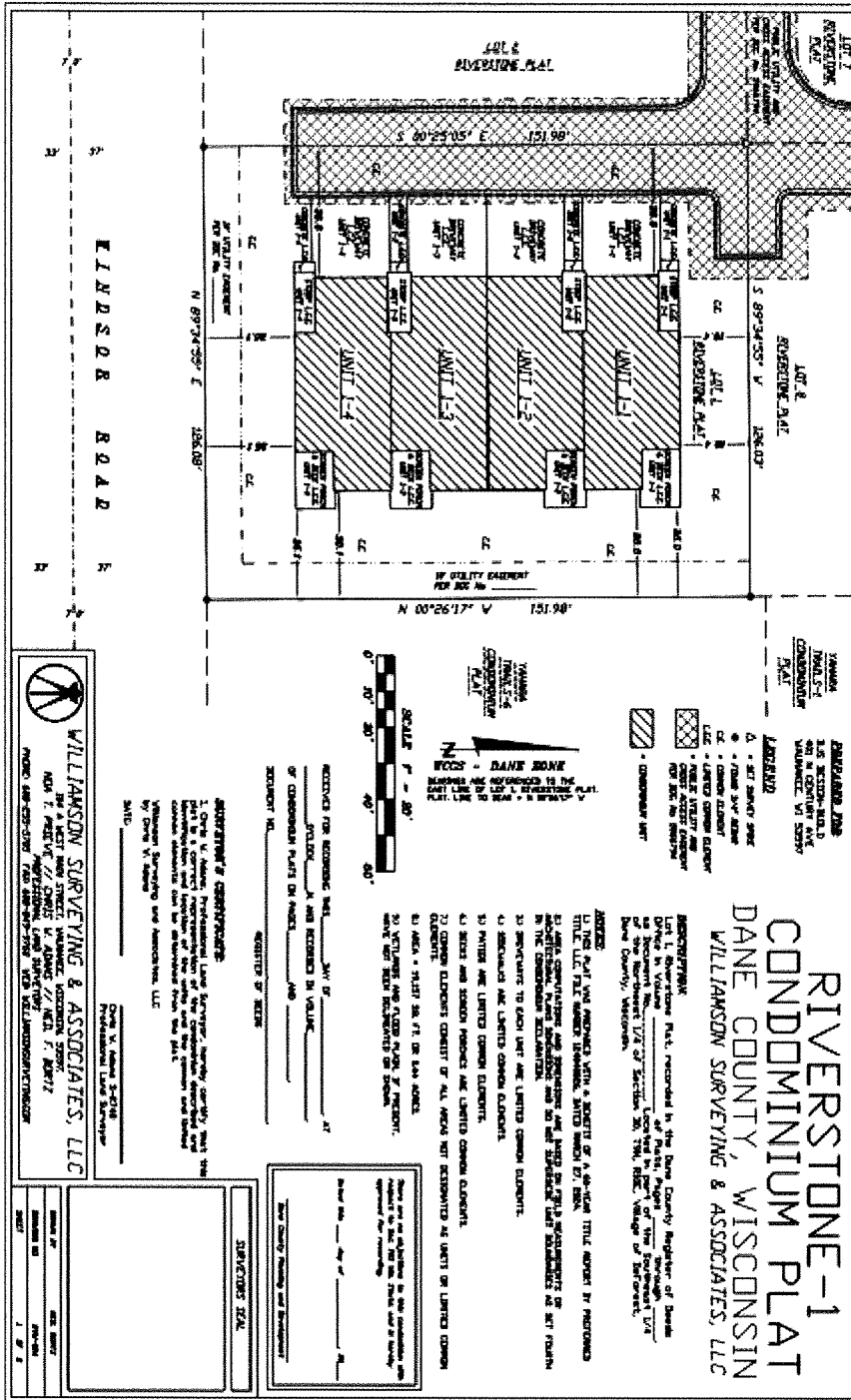


EXHIBIT B – CONDOMINIUM PLAT -  
 For spatial purposes only – disregard illegible text

