DISCLOSURE MATERIALS

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The Forest at Swan Lake Condominium

Located in Sec 1 & 2, T12N, R9E, Town of Pacific,

Columbia County, Wisconsin.

The Seller:		(name)
		(address)
	Portage, WI 53901	(4-11
	(608)	(telephone #)

- 1. These are the legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any provisions contained in them, you should obtain professional advice.
- 2. These disclosure materials given to you as required by law may, with the exception of the Executive Summary, be relied upon as correct and binding. For a complete understanding of the Executive Summary, consult the Disclosure Documents to which a particular Executive Summary statement pertains. Oral statements may not be legally binding.
- 3. You may at any time within 5 business days following receipt of these documents, or following notice of any material changes in these documents, cancel in writing the contract of sale and receive a full refund of any deposits made. If the seller delivers less than all of the documents required, you may, within 5 business days following receipt of the documents, deliver a request for any missing documents. If you timely deliver a request for missing documents, you may, at any time within 5 business days following the earlier of either the receipt of the requested documents or the seller's deadline to deliver the requested documents, cancel in writing the contract of sale and receive a full refund of any deposits made.

INDEX TO DISCLOSURE MATERIALS

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the documents and exhibits listed below.

i.	EXECUTIVE SUMMARY. The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page	i-1
1.	DECLARATION. The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page	1-1
2.	BYLAWS. The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws and any rules and regulations begin on page.	2-1
3.	ARTICLES OF INCORPORATION. The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on page	3-1
4.	MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page	4-1
5.	ANNUAL OPERATING BUDGET. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page	5-1
6.	LEASES. Units in this condominium are sold subject to one or more leases of property or facilities which are not part of the condominium. These leases begin on page	6-1

7.	EXPANSION PLANS. The document has reserved the right to expand the condominium in the future. A description of the plans for expansion and its affect on unit owners begins on page	7-]
8.	FLOOR PLAN AND MAP. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page	8-1

SECTION i EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail or may be completed to both summarize the information and refer to the condominium documents. This summary however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials. It is not a substitute for a professional review of the condominium documents.

Condominium Name: The Forest at Swan Lake Village Condominium.

How is the Condominium Association Managed?

- What is the name of the condominium association: <u>The Forest at Swan Lake Village</u>
 <u>Condominium</u>.
- What is the association's mailing address? <u>Forest Association</u>, P.O. Box 73, Portage, Wi. 53901.
- Whom Should I contact for more information about the condominium and the association?
 Board of Directors: Skip-Knudson, 926 Saddle-Ridge, 608-745-5817; Dan Steeger, 912 Saddle Ridge, 608-745-6899; Don Krueger, 1162 Saddle Ridge, 608-408-0931.
- For Specific information about the management of this association, see <u>Association Articles of Incorporation and Bylaws set forth in the Disclosure Materials.</u>

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: <u>Depends on the individual transaction</u>.
- Do I have to pay any extra parking fees? <u>No.</u>
- Are parking assignments reserved or designated on the plat or in the condominium documents?
 No.
- Are parking spaces assigned to a unit by deed? <u>No.</u>
- What parking is available for visitors? Garage and driveway for unit and limited parking along roadway.
- What are the parking restrictions at this condominium? <u>Parking for unit permitted in garage</u> and <u>driveway.</u>
- For specific information about parking at this condominium, see Article IX of the By-Laws.

May I have any pets at this condominium?

Yes

- What kinds of pets are allowed? Types are not specified.
- What are some of the major restrictions and limitations on pets? <u>Two pets per unit and when</u> outside must be leashed and pooper-scooper must be used.
- For specific information about the condominium per rules, see <u>Article IX of the By-Laws</u>

May I rent my condominium unit?

- Yes
- What are the major limitations and restrictions on unit rentals? <u>Tenant must comply with all</u> <u>Association rules and regulations.</u>
- For specific information about renting units at this condominium, see Article XI of the By-Laws

Does this condominium have any special amenities and features?

- No
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? No.
- Other information about special amenities: <u>Golf course membership is voluntary</u>. <u>Boat slips</u> are available for rental.

What are my maintenance and repair responsibilities for my unit?

- A unit owner must maintain and repair the Interior and exterior of their unit and maintain the limited common area associated with their unit.
- For specific information about unit maintenance and repairs, see Article VI of the By-Laws.

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common element maintenance, repair and replacement is performed as follows: <u>Units are</u> charged monthly dues by the Association to cover such expenses and the Association handles the common area maintenance, repair, and replacement.
- How are repairs and replacements of the common elements funded? <u>Monthly dues paid by unit owner></u>
- Limited common element maintenance, repairs and replacement is performed as follows: <u>Each</u> unit owner pays for the maintenance, repair, and replacement for the limited common area <u>associated with his/her unit</u>. See Article XI of the By-Laws.
- How are repairs and replacements of the limited common elements funded? <u>Directly paid by unit owner.</u>
- For specific information about common element maintenance, repairs, and replacements see: Article XII of the By-Laws.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements?

- Yes
- Is there a Statutory reserve Account? No.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? Yes, no services are provided by the Association until the developer sells the unit and then services are provided and the new owner pays the fees thereafter, applicable to the unit.
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period? No.

Has the declarant (developer) reserved the right to expand this condominium in the future?

• Yes. See the Index to the Disclosure Documents.

May I alter my unit or enclose any limited common elements?

- Describe the rules, restrictions and procedures for altering a unit: <u>Each unit owner shall have</u> * right to decorate and refurbish the unit's interior. See Articles Vi & VIII of the By-Laws
- Describe the rules, restrictions and procedures for enclosing limited common elements: Requires the written approval by the Board of Directors.
- For specific information about unit alterations and limited common element enclosures, see. Articles VIII & IX of the By-Laws.

Can any of the condominium materials be amended in a way that might affect my rights and responsibilities?

 Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

This Executive Summary was prepared on January 25, 2006 by John R. Miller, attorney for Association. It was revised on 28 May 2013 by the Board of Directors.

SECTION 1 DECLARATION

DECLARATION OF CONDOMINIUM TABLE OF CONTENTS

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CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

WAJBAC AND TADWIL, LIMITED, an Illinois corporation, (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, ("the Act"). Said real estate and all the improvements now or subsequently placed thereon and all the pertinent rights shall be known and described as The Forest At Swan Lake Village Condominium, ("hereinafter sometimes referred to as "The Forest Condominium" or "the Condominium"). The Condominium address shall be 100 Saddle Ridge, Portage, Wisconsin 53901.

1. Description of Land and Easements. The land which is the subject of this Declaration and upon which the improvements are and will be located is described as follows:

PHASE 1:

A parcel of land located in the Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase III, Saddle Ridge Condominium; thence N76°40'W along north line of said Phase III, 258.44 feet to northwest corner of said Phase III; thence N31°44'E, 361.50 feet; thence East, 50.00 feet; thence S39°36'E, 262.49 feet; thence S35°00'W, 131.83 feet to northwest corner of Phase XXV, Parcel 1, Saddle Ridge Condominium; thence South along west line of said Parcel 1, 29.99 feet to southwest corner of said Parcel 1; thence westerly on a curve to the left along north line of access road easement (C), radius 65.00 feet, whose chord bears S71°34'30"W, 84.73 feet to point of beginning. Said parcel contains 1.964 acres and is subject to easements of record. has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

TOGETHER WITH non-exclusive easements and rights-of-way for the benefit of the property described above, for purposes of vehicular and pedestrian access, and ingress and egress to, from and between the above described property and State Highway 33, as shown on Condominium Plat attached hereto, over, upon and across

the following described property:

ACCESS ROAD EASEMENT (F):
An access road easement located in NW 1/4-NW 1/4 and SW 1/4-NW 1/4, Section 1, T12N, R9E. Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Amended Phase I, Saddle Ridge Condominium; thence N3°00'E, 100.00 feet to southwest corner of Saddle Ridge Condominium Access Road Easement (A); thence S86°57'17"E along south line of said Easement (A), 66.00 feet to south east corner of said Easement (A); thence S3°00'W, 100.00 feet to northwest corner of Saddle Ridge Access Road Easement (B); thence N86°57'17"W along north line of said Easement (B),

ACCESS ROAD EASEMENT (X):

66.00 feet to point of beginning.

An access road easement being 50 feet wide, located in the NE 1/4-NW 1/4 and NW 1/4-NE 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin lying parallel and adjacent to following described line: Commencing at the most northerly corner of Amended Phase XI, Parcel 2, Saddle Ridge Estates Condominium; thence S50°17'E along north line of said Parcel 2, 50.06 feet to point of beginning of easement line lying northwesterly and northerly of following line: thence S42°00'W, 128.03 feet; thence S56°15'W, 398.00 feet; thence N86°30'W, 510.00 feet; easterly and southerly of following line: thence N10°00'E, 125.00 feet; thence N80°07'E, 567.03 feet; thence S72°01'E, 152.34 feet to end of line.

ACCESS ROAD EASEMENT (Y):

An access road easement being 50 feet wide, located in the NE 1/4-NW 1/4 and NW 1/4-NW 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin lying parallel, adjacent and southerly of following described line: Beginning at the northeast corner of Phase II, Saddle Ridge Estates Condominium; thence S89°02'W along north line of said Phase II and Phase I, Parcel 1, Saddle Ridge Estates Condominium, 815.42 feet; thence southeasterly on a curve to the left, radius 482.66 feet, whose chord bears S66°50'W, 364.74 feet; thence N66°25'W, 256.98 feet; thence N48°55'W, 86.79 feet to end of line, being on the easterly side of Access Road Easement (A) of Saddle Ridge Condominium.

Provided, that the foregoing easements are granted upon this condition, that The Forest Condominium and each owner of a condominium unit in The Forest Condominium by acceptance of a deed to a unit, agrees to be responsible for repair, restoration, recon-

struction, resurfacing, cleaning, snow and ice removal, and all related or required maintenance pertaining to the said access road easement area and agrees to indemnify and hold Declarant, harmless with respect thereto and from all costs and expenses thereof. The extent of the foregoing obligations for unit owners in The Forest Condominium Association, Ltd., ("the Association") shall be the payment of costs determined by dividing the total annual expenses of the foregoing maintenance by the total number of residential units in any and all condominiums or other developments having rights to utilize said easement area and assessing such amount against each such unit in all such developments, excepting units not yet declared or sold by Declarant.

ALL OF THE FOREGOING EASEMENTS are non-exclusive, and are subject to the concurrent rights of the Declarant, its successors and assigns, and other Condominium Associations, land owners and their successors, assigns, lessees, licensees, guests and agents, to use the easement areas in mutuality with owners of units and in Saddle Ridge Condominium, Saddle Ridge Estates Condominium, Swan Lake Village Condominium and The Forest At Swan Lake Village Declarant, its successors and assigns, specifically Condominium. reserves the right to grant additional easements to additional third parties of its choice over, under and through he lands subject to the foregoing easements and to make such use of the lands subject to the foregoing easements as will not unreasonably interfere with or prevent use thereof for the easement purposes The uses made of such easement areas by Declarant and by others shall not be, and are not hereby, otherwise limited or restricted.

The easements and rights herein granted shall be appurtenant to the Condominium property and may not be separated therefrom. No unit owner by virtue hereof shall have or possess any interest in the said easement areas which may be sold, conveyed, assigned or otherwise transferred except in conjunction with the sale of a unit in the Condominium.

The easements here declared and granted shall become effective upon the first conveyance of all or any part of the Condominium property described above by Declarant, provided such conveyance is pursuant and subject to the Wisconsin Unit Ownership Act.

The foregoing easements shall remain in full force and effect for such time as the property and improvements known as Saddle Ridge remain dedicated to the condominium form of ownership in the manner provided in the Wisconsin Unit Ownership Act and the Condominium Declarations for Saddle Ridge.

The Declarant expressly declares, reserves and excepts the following "Golf Course Water Main Easement," from the lands described above being subjected to the Declaration, and which

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easement is hereby reserved for itself, its successors and assigns. for the benefit of, and as necessary in connection with the development, use and operation of, lands now owned or subsequently owned by Declarant, its successors and assigns, adjacent to or in the locale of the property subject to this Declaration, being described generally as within the Northwest One-quarter (NW 1/4) of Section One (1), Town 12 North, Range 9 East in the Town of Pacific, Columbia County, Wisconsin. This easement is for the purposes of construction, installation, operation, use, maintenance, repair, restoration and replacement of, and access to, water mains, laterals, lines and pipes conducting and carrying water over, upon, across, under and through the property described as follows:

A parcel of land 15 feet wide located in the Northwest One-quarter (NW 1/4) of the Northwest One-quarter (NW 1/4), Section 1, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin bounded by the following described line:

Commencing at the above described point of beginning of Phase I Parcel 1; thence S89°02'W, 125.83 feet to the *point beginning of this parcel; thence S0°58'E, 63.80 feet; thence S19°27'E, 196.08 feet; thence S13°201W, 27.70 feet; thence N19°27'W, 221.80 feet; thence N0°58'W, 66.23 feet; thence N89°02'E, 15.00 feet to the point of beginning of this parcel.

Provided, that the foregoing easement is reserved and granted upon this express condition, that so much of the surface or subsurface of the soil as may be disturbed in the operation, use, maintenance, repair, restoration and replacement of such water laterals and lines, will be at the expense of the Declarant, its successors and assigns, be replaced and restored to substantially the same condition as prior to such disturbance.

Declarant expressly declares, reserves and ex-Reservation. cepts for itself, its successors and assigns, access and development easements from the lands subject to this Declaration for the benefit of, and as necessary in connection with, the development and use of lands now owned or subsequently owned by the Declarant, its successors and assigns, adjacent to or in the locale of the property subject to this Declaration, said adjacent or nearby lands being described generally as within the Northwest one-quarter (1/4) of Section 1, Town 12 North, Range 9 East, in the Town of Pacific, Columbia County, Wisconsin. Included in this reservation of easements are easements for utilities and for purposes of access and rights-of-way across the lands subject to this Declaration for the benefit of the surrounding lands now owned or subsequently owned by Declarant, its successors and assigns, including without limitation certain adjacent land described in this Declaration which may be annexed to the Condominium, including, without limitation, a permanent utility easement over, across and under the lands which are the subject of this declaration for the purpose of installing, constructing, maintaining, repairing and replacing any and all utility services, including, but not limited to, natural gas lines, electric lines, telephone and other communication lines, sewer and water lines, along with he installation of all related laterals and equipment. Such easements shall be effective whether or not said benefited land is ultimately developed as part of the Condominium. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto.

provided, that the foregoing utility easements are declared, reserved and excepted upon the express condition, that so much of the surface or subsurface of the soil as may be disturbed in the operation, use, maintenance, repair, restoration and replacement of such sewer and water laterals and lines and other utility conduits will, at the expense of the Declarant, be replaced and restored to substantially the same condition as prior to such disturbance.

- 2. Definition of Unit . A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the units, including the basement area within a unit, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained.
- 3. Description of Units. Units are identified by Numbers. Each Unit and its area, location, Limited Common Elements and Common area to which it has access are shown on the Condominium Plat.

Declarant shall have the right to amend at its sole discretion, this Declaration and/or the condominium plat and/or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected and to make any other modifications or amendments to the Declaration and/or condominium plat deemed necessary by Declarant and not inconsistent with the Act.

4. Description of the Common Elements. The Common Elements of the Condominium shall consist of all THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, improvements and appurtenances, except the individual units and fixtures therein, as defined hereunder,

and shall include, without limitation, the land on which the building or buildings are located, building exteriors, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit); roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; water and sewer laterals; septic systems; outside walls; girders, beams and supports; walks, driveways, outdoor parking areas, (sometimes referred to as the "Common Area" and/or "Common Element Area").

- 5. Description of Limited Common Elements. A portion of the common areas and facilities are designated as "limited common elements" (sometimes referred to as "limited Common Area") as shown, in part, in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common elements shall include, but not be limited to, sidewalks, driveways, patios and decks appurtenant to the units and such other limited common areas and/or common elements as may be identified in the Condominium Plat.
- 6. Encroachments. If any portion of the Common or Limited Common Elements shall encroach upon any unit, or if any Unit shall encroach upon any portion of the Common or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of improvements within the Unit, or as a result of settling or shifting of improvements within the Unit, a valid easement for the encroachment and for its maintenance shall exist so long as improvements to the Unit remain. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of such improvements and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Element.
- 7. Residential Use. All Units are intended for and shall be constructed and occupied as single family detached or two or four family attached dwelling.
- 8. Owner's Association. The affairs of the Condominium and control over and responsibility for the Common Elements shall be vested in a non-stock corporation formed or to be formed for such purpose. Said corporation is or shall be named The Forest Condominium Association, Ltd., (the "Association"). The owner or owners of each Unit in the Condominium shall upon acquisition of such ownership interest also become a member of the Association, as more particularly set forth herein and in the by-laws of the Association.

- 9. Percentage Interests and Assessments. Each Unit owner shall, in addition to full and complete ownership of his/her Unit, own an undivided interest in the Common and Limited Common Elements of the Condominium; provided however, that where more than one person has an ownership interest in a Unit, such persons shall jointly own the percentage interest in the Common and Limited Common Elements also; and further provided that the ownership of the Unit and the percentage interest in the Common and Limited Common Elements shall not be conveyed separately and apart from each other.
- (a) The costs of liability insurance and Common Element repairs as deemed necessary from time to time by the Association, as well as the creation of reserves for such expenses shall be assessed to each owner on the basis of his/her percentage interest in the Condominium. All other funds for the payment of Common expenses and for the creation of reserves for the payment of future Common expenses shall be obtained by equal assessments against the owner of each Unit. Declarant shall not be responsible for monthly assessments allocable to a Unit owned by Declarant until such time as the Unit is conveyed to a third-party owner. For the purposes of this paragraph, a mortgage or land contract vendor shall not be considered a third-party owner unless such party acquires full legal title to the Unit.
- (b) The percentage interest appertaining to each unit shall be thirty-three and one-third (33.33%) percent. Such percentage per unit shall be subject to change and adjustment in the event of annexation of additional units to the condominium in the manner provided in Section 16 hereunder.
- 10. Voting. Each Unit shall be entitled to one vote for purposes of Association elections and upon other matters as provided in the Articles of Incorporation and By-Laws of the Association, and other matters otherwise provided for under laws of the State of Wisconsin.
- 11. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at 100 Saddle Ridge, Portage Wisconsin, as provided in the Wisconsin Condominium Ownership Act until all Units have been conveyed or until the first meeting of the Unit owners, at which time the Board of Directors of the Association shall designate a successor by vote of a simple majority of a quorum present.
- 12. Damage or Destruction. In the event the improvements to the Common Elements are destroyed or damaged in an amount in excess of twenty percent of the replacement cost of the entire such improvements, and insurance proceeds, if any, constitute less than eighty percent of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more

of all Unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct such improvements as more fully described in the By-Laws. Damage or destruction to a lesser which insurance proceeds are equal to or greater than eighty percent (80%) of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in the By-Laws.

13. Further Matters.

- All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of owners, or any persons that in any manner come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association and the By-Laws and rules and regulations of the Association, as these instruments may be amended from time to The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.
- (b) The Declarant hereby reserves the right for a period of ten years from this date to maintain a sales office in the Condominium, and to display the Common Elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant.
- (c) Rules and regulations (in addition to the By-Laws) concerning the use of the Units and the Common and Limited Common Elements, including provisions limiting the keeping of vehicles and pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Unit owner prior to their effective date.
- (d) The Declarant hereby reserves for itself, its successors and assigns and/or the Association acting by and in the discretion of the its Board of Directors, the right to grant to the Town of Pacific, Columbia County, Wisconsin, or public or semi-public utility companies, easements and the 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 service, and for performing any public or quasi-public utility function that the Declarant and/or the Association Board of Directors may deem fit and proper. 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 this easement is created.

- (e) The Declarant hereby further reserves for itself and its successors and assigns, access to and the right to connect to any of the above-described underground pipes or other conduits for the improvement and benefit of additional phases of the Condominium as described in Paragraph 16 of this Declaration or for the improvement and benefit of any other lands now owned or subsequently owned by the Declarant, its successors and assigns.
- (f) Declarant hereby further reserves for itself and its successors and assigns, a right of access over, across and through the Common Elements and Limited Common Elements for purposes of transporting construction materials, for making underground or above-ground utility connections and/or for any other reasonable use related to the construction of buildings and/or Units in additional phases of the Condominium as described in Paragraph 16 of this Declaration or the construction of any building, improvements and/or units now owned or subsequently owned by the Declarant. Any exercise of this right shall not constitute a nuisance. All damage to the Common Elements and Limited Common Elements caused thereby shall be repaired by Declarant with all costs thereof paid by Declarant.
- (g) All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Act unless the contract or this Declaration requires or specifically provides otherwise.
- (h) Declarant incorporates by reference the provisions of Wisconsin Statutes Chapter 703, and any subsequent amendments thereto. In the event such statutory provisions conflict with the provisions of this Declaration, the provisions of Wisconsin Statutes, Chapter 703, as enacted and as hereafter amended shall control.

14. Additional Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor, (the "Lender"), of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in Paragraph 12 of this Declaration that it desires to receive notice of the following matters;

- (i) The Board of Directors shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;
- (ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any Unit owner which shall be not later than within 30 days of such failure; and
- (iii) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding \$10,000.00 when such damage is known to the Board of Directors and shall notify all Lenders if Common Elements of the Condominium are damaged in an amount exceeding \$20,000.00. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium.
- (iv) The Board of Directors shall permit the Lender to examine books and records of the Association and upon request shall furnish Lender annual reports and such other financial data as it sends to Unit owners.
- (b) Unless two-thirds of the number of holders of first mortgages on Units (based on one vote for each mortgage held) and all Lenders of affected Units have given their prior written approval, the Association shall not:
 - (i) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each Unit (except as provided in Paragraph 16 of this Declaration;
 - (ii) Partition or subdivide any Unit of the Condomini-um;
 - (iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer with the meaning of this clause; or
 - (iv) Use hazard insurance proceeds for losses to any

Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

- 15. Amendment of Declaration. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 16 herein, this Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of all votes entitled to be cast by members of the Association following the initial sale of all units declared or annexed by Declarant or after June 15, 2004, whichever shall first occur. Prior to such time, the consent in writing of the Declarant, its successors and assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Columbia County.
- 16. Expansion of Condominium. Declarant hereby reserves the right unto itself, its successors and assigns, in its sole discretion, to amend this Declaration within ten (10) years of the date of the recording of this declaration, to annex and include as property subject hereto, and submitted to the condominium form of ownership hereunder, or any part of certain land (the "Additional Land"), sometimes called the "Lands Reserved For Expansion" and/or "Future Phases" as shown on the Condominium Plat, the legal description of which is as follows:

FUTURE PHASE - PARCEL 1:

A parcel of land located in NE 1/4-NW 1/4 and NW 1/4-NE 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase XVII, Saddle Ridge Estates Condominium, Columbia County, Wisconsin; thence S63°01'W along north line of said Phase XVII, 151.16 feet to northwest corner of said Phase XVII; thence S32°10'W, 50.00 feet; thence southerly on a curve to the right, radius 45.77 feet, whose chord bears S29.48'E, 43.02 feet; thence S1.46'E, 352.64 feet; thence S3'43'W, 63.72 (recorded as S3°47'W, 63.70 feet); thence southerly on a curve to the right, radius 64.82 feet, whose chord bears S24.30'W, 46.00 feet; thence southwesterly on a curve to the right, radius 62.54 feet, whose chord bears S67°42'W, 47.70 feet; thence N81°21'W, 43.53 feet (recorded as N74°12'W, 41.90 feet); thence northerly on a curve to the right, radius 87.63 feet, whose chord bears N41'29', 94.71 feet (recorded as N44'55'45"W, 85.69 feet); thence northerly on a curve to the left, radius 355.00 feet, whose chord bears N21'11'W, 92.44 feet (recorded as N20'07'W, 107.41 feet); thence

N27°06'W, 56.92 feet (recorded as N28°09'W, 62.30 feet); thence northwesterly on a curve to the left, radius 375.00 feet, whose chord bears N54°11'W, 157.18 feet; thence N66°17'W, 25.38 feet to southeast corner of Parcel 2, Phase XII; thence N19°20'E, along east line of said Parcel 2, 88.07 feet to the northeast corner of said Parcel 2; thence S88°17'E, 41.97 feet; thence N63°30'E, 149.24 feet; thence N26°29'W along east line of Parcel 1, Phase XII, 148.75 feet; thence N65°08'E, 339.00 feet; thence S29°40'E, 134.00 feet to point of beginning.

Described parcel contains 3.845 acres and is subject to

easements of record.

Parcel has benefit of Access Road Easements A through N as described in Phases of Saddle Ridge Estates Condominium.

FUTURE PHASE - PARCEL 2:

A parcel of land located in NE 1/4-NW 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southeast corner of Parcel 2, Phase XVIII, Saddle Ridge Estates Condominium, Columbia County, Wisconsin; thence N3°03'E along east line of said Parcel 2, 60.00 feet to northeast corner of said Parcel 2; thence N85.29'W along north line of said Parcel 2, 268.43 feet; thence S78°35'W along said north line, 160.00 feet to northwest corner of said Parcel 2; thence N14°36'E, 169.38 feet; thence N76°56'E, 652.00 feet; thence S64°24'E, 197.50 feet to northerly corner of Amended Phase XI, Saddle Ridge Estates Condominium; thence S28°05'W along west line of said Amended Phase XI, 151.35 feet to northeast corner of Parcel 1, Phase VIII; thence N72'01'W along north line of said Parcel 1, 97.44 feet; thence S3'18'W along north line of said Parcel 1, 44.63 feet; thence S79°33'W along north line of said Parcel 1, 57.29 feet; thence S11'14'W along north line of said Parcel 1, 107.76 feet to northeast corner of Parcel 1, Phase XIII; thence S73°23'W along north line of said Phase XIII, 63.71 feet to northeast corner of Phase XIV; thence N86°57'17"W along north lines of Phase XIV and Parcel 2, Phase XVI, 130.00 feet to point of beginning. Described parcel contains 4.083 acres and is subject to easements of record. has benefit of Access Road Easements A through N as described in Phases of Saddle Ridge Estates Condominium and Access Road Easement (X) as described in this Condominium Plat.

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FUTURE PHASE - PARCEL 3:

A parcel of land located in the SE 1/4-NW 1/4 & NE 1/4-NW 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described Beginning at the southwest corner of Phase XVIII, Parcel 2, Saddle Ridge Estates Condominium; thence N88°05'E along south line of said Phase XVIII, Parcel 2, 144.24 feet to northwest corner of Phase XX, Saddle Ridge Estates Condominium; thence S8°26'W along west line of said Phase XX, 110.96 feet to southeast corner of said Phase XX; thence S86°57'17"E along south line of said Phase XX and other Phases, 785.00 feet to southeast corner of Phase XII, Parcel 3; thence S3.00'W, 30.00 feet to north line of abandoned railroad right-of-way; thence N86°57'17"W along said north line, 1041.46 feet; thence NORTH, 290.59 feet; thence N76°56'E, 190.00 feet; thence S14°36'W, 219.38 feet to point of beginning. Said parcel contains 2.000 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through N as described in Phases of Saddle Ridge Estates Condominium and Access Road Easement (X) as described in this Condominium Plat.

FUTURE PHASE - PARCEL 4:

A parcel of land located in the SW 1/4-NW 1/4 & NW 1/4-NW 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Amended Phase I, Saddle Ridge Condominium; thence S18°00'W along west line of said Phase I, 101.29 feet to southwest corner of said Phase I; thence N31°00'W, 118.10 feet to south line of abandoned railroad right-of-way; thence S86°57'17"E, 92.25 feet to point of beginning. Said parcel contains 0.104 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

FUTURE PHASE - PARCEL 5:

A parcel of land located in the NE 1/4-NE 1/4, SE 1/4-NE 1/4 & NE 1/4-SE 1/4, Section 2, and SW 1/4-NW 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the intersection of the northerly right-of-way of abandoned railroad and west line of said NE 1/4-NE 1/4; thence S86°57'17"E along said north

line to east line of said Section 2; thence S0°05'15"E along said east line 100.15 feet to south line of said abandoned right-of-way and north line of Access Road Easement (D); thence N86°57'17"W along said south line, 998.57 feet to northwest corner of said access road easement; thence S22°00'E along west line of said access road easement and west line of Phase II and Phase IV, Saddle Ridge Condominium, 508.23 feet to southwest corner of said Phase IV; thence S88'00'E along south line of said Phase IV, 710.00 feet to southeast corner of said Phase IV; thence N9°10'E along east line of said Phase IV, 241.61 feet to southeast corner of said Phase II (recorded as N8°00'E, 254.56'); thence N30°20'E along east line of said Phase II, 165.70 feet to south line of said Access Road Easement (D); thence S31°00'E along said south line, 106.88 feet; thence S69'00'E along said south line, 162.91 feet; thence S83°35'E along said south line, 117.89 feet to west line of Access Road Easement (C); thence southwesterly along said west line on a curve to the right, radius 234.00 feet, whose chord bears S24°23'W, 53.93 feet; thence S31°00'W along said west line, 389.85 feet; thence southerly along said west line on a curve to the left, radius 745.45 feet, whose chord bears S25°15'W, 149.37 feet; thence S19°30'W along said west line 401.97 feet; thence S1°15'W, 430.86 feet; thence S17°26'W, 67.66 feet to northeast corner of Phase XIX, Parcel 1, Saddle Ridge Condominium; thence N84°27'W along north line of said Phase XIX, 245.96 feet to northwest corner of said Phase XIX, thence S12°00'W along west line of Saddle Ridge Phases, 560.00 feet to most westerly corner of Second Amendment to Phase XI, Parcel 2, Saddle Ridge Condominium; thence S27°22'E along west line of said Phase XI, 316.18 feet to most southerly corner of said Phase XI and west line of Access Road Easement (E); thence southwesterly on a curve to the left, radius 562.00 feet, whose chord bears S37°45'W, 276.68 feet to northeast corner of Phase V, Saddle Ridge Condominium; thence N66°53'W along north line of said Phase V, 205.80 feet to northwest corner of said Phase V; thence S27°00'W along west line of said Phase V to south line of said NE 1/4-SE 1/4; thence Westerly along said south line to southwest corner of said NE 1/4-SE 1/4; thence Northerly along west line of said NE 1/4-SE 1/4, said SE 1/4-NE 1/4 and said NE 1/4-NE 1/4 to point of beginning. Said parcel contains 67 acres, more or less, and is subject to easements of record.

Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

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FUTURE PHASE - PARCEL 6:

A parcel of land located in the SW 1/4-NW 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Second Amendment to Phase XI, Parcel 1, Saddle Ridge Condominium; thence S3°30'E along west line of said Phase XI to northwest corner of Phase IX; thence S22°09'W along west line of said Phase IX, 111.00 feet; thence S40°09'W along said west line, 100.00 feet to north line of Phase VII; thence N39°51'W along said north line, 60.31 feet to east line of Access Road Easement (C); thence N31°00'E along said east line, 180.00 feet; thence northerly along said east line on a curve to the left, radius 300.00 feet, whose chord bears N17°00'E, 145.15 feet to point of Said parcel contains 0.364 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

FUTURE PHASE - PARCEL 7:

A parcel of land located in NE 1/4-SE 1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase XXI, Parcel 1, Saddle Ridge Condominium; thence S62°50'W along north line of said Phase XXI, 94.94 feet to northwest corner of said Phase XXI; thence N27°10'W along east line of Second Amendment to Phase XI, Parcel 2, 64.78 feet to northeast corner of said Parcel 2; thence N37°01'E along south line of Phase XIV, Parcel 1, Phase XXVII and Phase XXIII, Parcel 2, 180.25 feet to west line of Access Road Easement (C); thence S2°00'E along said west line, 158.31 feet to point of beginning. Said parcel contains 0.277 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

FUTURE PHASE - PARCEL 8:

A parcel of land located in the Government Lot 4, Section 1, NE 1/4-SE 1/4 and Government Lot 1, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning

at the southeast corner of Second Amendment to Phase XI, Parcel 3, Saddle Ridge Condominium; thence N14°30'E along east line of said Phase XI, 260.00 feet to most northerly corner of said Phase XI; thence S30°43'W along west line of said Phase XI, 302.83 feet to southwest corner of said Phase XI; thence northeasterly along the south line of Access Road Easement (E) on a curve to the right, radius 496.00 feet, whose chord bears N24°00'E, 465.72 feet; thence N52°00'E along said south line, 89.90 feet to most westerly corner of Phase X, Saddle Ridge Condominium; thence S47°31'25"E along southwesterly line of said Phase X, 91.86 feet to most southerly corner of said Phase X; thence N47°41'E along southeasterly line of said Phase X, 112.94 feet (recorded as 121.00 feet) to south line of Access Road Easement (C); thence southeasterly along said south line on a curve to the left, radius 421.00 feet, whose chord bears S63°55'E, 313.35 feet; thence southeasterly along said south line on a curve to the right, radius 650.00 feet, whose chord bears S67°46'E, 401.72 feet; thence southeasterly along said south line on a curve to the left, radius 476.00 feet, whose chord bears S61°46'E, 197.93 feet; thence southeasterly along said south line on a curve to the right, radius 124.00 feet, whose chord bears S28°21'E, 176.63 feet; thence S17°04'W along west line of said Access Road Easement (C),296.45 feet; thence S45°00'W along west line of said Access Road Easement (C), 266.81 feet to southeast corner of Phase XXV, Parcel 1, Saddle Ridge Condominium; thence N45°00'W along east line of said Parcel 1, 34.40 feet to northeast corner of said Parcel 1; thence S75°45'W along north line of said Parcel 1, 154.17 feet to northwest corner of said Parcel 1; thence N35°00'E, .131.83 feet; thence N39°36'W, 262.49 feet; thence West, 50.00 feet; thence S31°44'W, 361.50 feet to northwest corner of Phase III, Saddle Ridge Condominium; thence S26°09'W along west line of said Phase III, 138.29 feet; thence S34°29'E along said west line, 193.61 feet; thence S45'00'E along said west line, 212.00 feet; thence N76°00'E along south line of said Phase III, Phase VI and Phase XXV, Parcel 2, Saddle Ridge Condominium, 397.00 feet; thence N49:29'E along south line of said Phase XXV, 140.00 feet to west line of Third Amendment to Swan Lake Village Condominium; thence S34°43'E along said west line to waterline of Swan Lake; thence westerly along said waterline to west line of said Government Lot 4; thence N0°05'15"W along said west line to south line of Phase XXIV, Parcel 3, Saddle Ridge Condominium thence S75°44'E along south line of said Parcel 3, 132.39 feet to southeast corner of said Parcel 3; thence North along east line of said Parcel 3, 73.45 feet to northeast corner of said Parcel

3; thence West along north line of said Parcel 3, 93.00 feet to corner of said Parcel 3; thence North along east line of said Parcel 3, 110.00 feet to northeast corner of said Parcel 3; thence S87°30'W along north line of said Parcel 3, Second Amendment to Phase XI, Parcel 4 and Second Amendment to Phase VIII, 217.00 feet; thence S54°30'W along north line of said Phase VIII, 80.00 feet; thence S84°30'W along said north line 135.00 feet to point of beginning. Said parcel contains 18 acres, more or less and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

FUTURE PHASE - PARCEL 9:

A parcel of land located in the Government Lot 4, Section 1, NE 1/4-SE 1/4, Section 2 T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase XII, Parcel 1, Saddle Ridge Condominium; thence N44°00'W along north line of said Parcel 1, 70.00 feet; thence N60°00'W, 393.99 feet to northeast corner of Phase XX, Parcel 2; thence West along north line of said Phase XX, 217.37 feet to northwest corner of said Phase XX; thence N81°07'W, 161.87 feet to northwest corner of Phase XXI, Parcel 3; thence N10°18'20"E, 343.05 feet; thence N22°00'W, 30.00 feet; thence N55°00'W, 170.25 feet to most northerly corner of Phase XXX; thence S47°37'W, 299.98 feet to east line of Access Road Easement (C); thence N2°00'W along said east line, 147.00 feet; thence N17°26'E along said east line 304.98 feet; thence N1°15'E along said east line to north line of said Government Lot 4; thence Easterly along said north line to northeast corner of said Government Lot 4; thence Southerly along east line of said Government Lot 4 to waterline of Swan Lake; thence Westerly, Southerly and Easterly along said waterline to west line of Third Amendment to Swan Lake Village Condominium, Unit #6; thence S31°43'W along said west line to point of beginning. Said parcel contains 24 acres, more or less, and is subject to easements of Parcel has benefit of Access Road Easements A record. through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

FUTURE PHASE - PARCEL 10:

Abandoned railroad right-of-way located in Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin.

Said parcel contains 12 acres, more or less, and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

Declarant reserves the right to create additional Units restricted to improvements for occupancy of one (1), two (2) and four (4) family residences upon the Additional Land in one or more phases with a maximum of one hundred forty-one (141) additional Units. The general design of the Units shall be substantially similar to those included in this Declaration; the Units shall be located upon the Additional Land generally as shown on the Condominium Plat.

Without making any representation hereby that Declarant or any other party can or will undertake such creation and notwithstanding the provisions of Paragraphs 15 and 16 hereof, Declarant reserves the absolute and unqualified right for Declarant and its successors and assigns on behalf of each Unit owner of the Condominium to amend this Declaration at any time and from time to time within ten (10) years from date of recordation of these documents to add to the Condominium all or any part of the Additional Land and the Units created thereon, if any. In the event of any addition, the undivided percentage interest in the Common Elements (after addition of Units) appertaining to each of the Units hereby created shall be determined by the following formula:

The number one (1) shall be divided by the total number of Units existing immediately after the amendment, and the number so determined shall constitute the new percentage interest for each Unit in the Condominium.

Declarant shall determine such percentage after the addition and its determination shall be final and binding on all parties.

Liabilities for Common assessments, rights to Common surpluses and the number of votes appertaining to Units added to the Condominium pursuant to this provision shall be the same as for the Units declared to be a part of the Condominium by this Declaration. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all such powers of amendment. Each Unit Owner, by acceptance of a condominium deed to a Unit, shall thereby appoint Declarant and its successors and assigns as attorney-in-fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the foregoing provisions.

- 17. Provisions Regarding Roads.
- (a) Declarant reserves unto Declarant, its successors and

assigns, a perpetual non-exclusive easement over the portion of the Common Elements, if any, developed and used as a roadway, for purposes of ingress and egress to and from the public highway and other lands now owned or subsequently acquired by Declarant, its successors and assigns, which lands may subsequently be sold to others. Declarant further reserves for itself, its successors and assigns, the right to connect roads yet to be built to such roadway, at such point or points determined in the sole discretion of Declarant, its successors and assigns. In the event Declarant, its successors and assigns. In the event Declarant, its successors and assigns shall convey (other than by mortgage) any lands which are benefited by this easement, the grantee of such conveyance shall become obligated to pay a proportionate share of the cost of maintaining the roadway, based upon the total number of all units (including those in the Condominium) and/or dwelling structures served by the roadway.

(b) In the event Declarant, its successors and assigns determines it to be in the best interest of all parties that the portion of the Common Elements developed and used as a roadway become a public road, each Unit Owner and any Lender (notwithstanding the provisions of Section 14, above), specifically agrees to join with Declarant in conveying such portion of the Common Elements to the appropriate municipality; but such conveyance shall limit the use of the lands so conveyed for use as a public road. The Declarant shall pay all costs of meeting the requirements of the municipality as to the size and condition of the road, drainage, and the like; and shall pay all other costs incurred in making the conveyance.

18. Repairs and Maintenance.

- (a) Individual Units. Each unit owner shall be responsible for keeping his or her unit, its structure and exterior, and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting, repair and maintenance of that portion of the Common Elements constituting the exterior surface of his or her unit which may at any time be necessary to maintain the good appearance and condition of his unit, all as is more fully set forth in the By-Laws of the Association. In the units described as duplexes, each unit owner of that structure shall divide the repair and maintenance of the exterior of said building equally by two (2).
- (b) Common Elements and Facilities. The Association shall be responsible for the management and control of the Common and Limited Common Elements and facilities except that portion of the Common Elements constituting the exterior surfaces of the units, including, but not limited to the roof, siding and windows of the unit, and shall cause the same to be kept in a well maintained good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall

include all repair, maintenance and snow removal for common roads including roads and streets in other condominium areas, snow removal for driveways and parking areas, all grass cutting and mowing, and maintenance and repair of the water supply system used by unit owners, all as is more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements and facilities shall be a common expense of the Association. Association shall have authority over additions, improvements and alterations to Common Elements (except common elements controlled by other condominiums and used by this condominium) and Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of negligence or misuse of a unit owner or the guest or agent of a unit owner, such expense shall be charged and specially assessed against the responsible unit owner. In the event that any individual unit owner shall fail to maintain that portion of the Common Elements constituting the exterior surfaces of his or her unit, the Association shall have the right to perform such maintenance and bill the cost thereof to the unit owner.

- (c) <u>Limited Common Elements</u>. Each unit owner shall keep the Limited Common Elements appurtenant to his unit, hereof and as described in the Condominium Plat, in a well maintained, good, clean, and attractive condition. Individual unit owners shall be responsible at their sole expense for maintenance of driveways and walks within Limited Common Element areas, snow removal from walks and walkways, and maintenance, repair and upkeep of all additions, improvements, alterations and changes made by the Limited Common Elements.
- (d) <u>Maintenance of Sanitary Sewer System and/or Onsite</u>
 <u>Waste Disposal System.</u> Each unit shall be responsible for such
 unit's share of expense for maintenance and repair of the Sanitary Sewer System and/or onsite waste disposal serving such unit.
- (e) Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual unit or units in the discretion of the Board of Directors.
- (f) Unit Owners Rights with Respect To Interiors. Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and

doors within such boundaries, and to erect partition walls of a non-structural nature, provides that such unit owner shall take no action which in any way will materially change any common walls.

19. Insurance.

- (a) <u>Units.</u> Individual unit owners shall provide and maintain special form insurance on their unit and any portion thereof and accessory structures, as defined herein, in an amount not less than the full replacement value thereof from time to time. Premiums and payments for such insurance shall be an individual expense of the respective unit owners.
- (b) Common Elements. The Board of Directors of the Association shall provide and maintain special form insurance on the common elements and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of common elements and the repair or reconstruction of same in accordance with Section 12 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the unit owners and their mortgages, if any, as their respective interest may appear in the manner provided by the Act.

(c) <u>Combined Insurance</u>. If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discre-

tionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage which will not duplicate any insurance provided by the Association of Unit Owners.

- (d) <u>Liability Insurance</u>. The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.
- 20. Provisions Regarding Multiple Family Units. Not withstanding any provision in this Declaration to the contrary, the following provisions shall be applicable to those units sharing a common boundary.
- (a) Type of Structures. The structure built within the abutting Units may contain two or more separate dwellings, and shall be built in such a manner that the dwellings share common dividing walls, (the "Party Wall"), with the common boundary between the Units bisecting the Party Walls.
- (b) Insurance. The owners of the Units shall at all times have in full force and effect, hazard insurance and liability insurance, written by a company licensed to sell insurance in the state of Wisconsin. Such hazard insurance shall insure each Unit owner's interest for the replacement cost of the portion of the structure within such owner's Unit, and shall at a minimum, insure against loss by fire, lightning and windstorm. The liability coverage shall provide minimum liability limits of \$1,000,000.00 per occurrence. Each Unit owner shall cause his insurer to provide the other Unit owner with a certificate of insurance showing coverage as herein required; and such insurer shall be further required to provide a notice of intent to terminate coverage to the other Unit owner. Each Unit owner understands and agrees that irreparable harm could occur to the other Unit owner as the result of substantial damage or destruction to an uninsured portion of the structure; and such other Unit owner shall be entitled to injunctive relief in addition to any other remedy provided by law for failure of a Unit owner to maintain the coverage herein called for.

(c) <u>Unit Repairs and Maintenance</u>. Each Unit owner shall be responsible for the repair and maintenance of both the interior and exterior of his or her unit, including without limitation, that portion of the Common Elements constituting the exterior surface of his or her unit which may at any time be necessary to maintain the good appearance and condition of his or her unit. The exterior surface and trim of the entire structure shall be of the same color, and shall not be changed without agreement of both Unit owners and the Association.

In the event of the repair or replacement of any portion of the structure common to multiple Units, (such as the Party Walls, the siding, trim or roof of the structure), the cost of such repair or replacement shall be borne on a pro-rata basis between the Unit owners; and shall be done in such manner and materials that the value of both Units in maintained thereby. In the event a Unit owner fails to properly maintain his portion of the structure, make required repairs thereto, or pay his proportionate cost thereof, the non-defaulting Unit owner shall be entitled to proceed to make such repairs and collect from the defaulting Unit owner the cost of such maintenance or repair, plus interest thereon at the rate of 18% per annum, by action at law.

- (d) <u>Party Wall</u>. Each Unit owner shall be deemed to own an undivided interest in the structural components of the Party Walls, and shall do no act to weaken or damage such walls; nor shall a Unit owner make any breach or opening in the Party Walls or the exterior surface thereof without first securing the approval of the other Unit owner. All provisions of the law of the State of Wisconsin regarding party walls, as the same now or hereafter exists, shall apply to the Party Walls.
- (e) <u>Damage or Destruction</u>. In the event the structure located within any of the Units is destroyed or damaged, all insurance proceeds shall be applied for the purpose of restoring the structure; and to the extent such proceeds are insufficient for such purpose, each Unit owner shall be obligated to pay the deficiency applicable to the restoration costs of the portion located within his Unit; provided however, that if the Units are substantially destroyed, the Unit owners may determine not to rebuild, and each retain the proceeds of their respective policies, except to the extent necessary to restore the Units to their condition prior to the construction of the structure thereon.
- 21. Number And Gender. Whenever used here, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
 - 22. Captions. The captions and section headings herein are

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inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

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

Declaration executed this 2/30 day of June 1994.

WAJBAC AND TADWIL, LIMITED

Elmer L. Gosda, President

BY: CHELLA OF KIT

Elizabeth H. Kirk, Secretary

Acknowledgment

State of Wisconsin)) ss.
Columbia County)

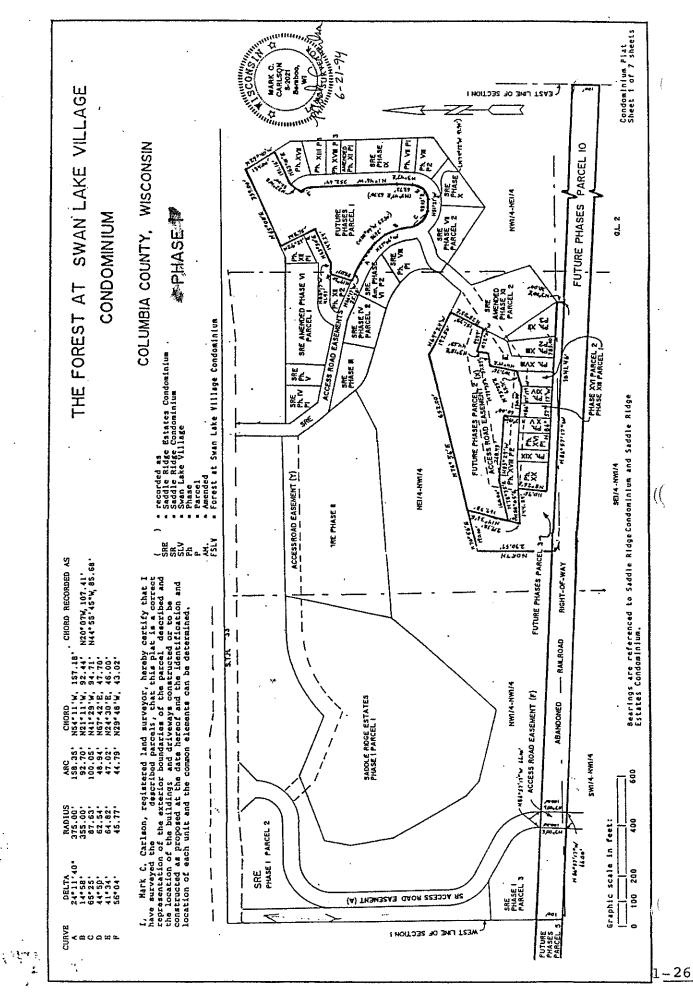
The foregoing instrument was acknowledged before me this day of June, 1994, by Elmer L. Gosda and Elizabeth H. Kirk, to me known to be the President and Secretary of WAJBAC AND TADWIL, LIMITED, and who executed the foregoing instrument and acknowledged that they executed same as the act and deed of said corporation

Notary Public, Columbia County, Wis. My Commission expires: 5-3-98

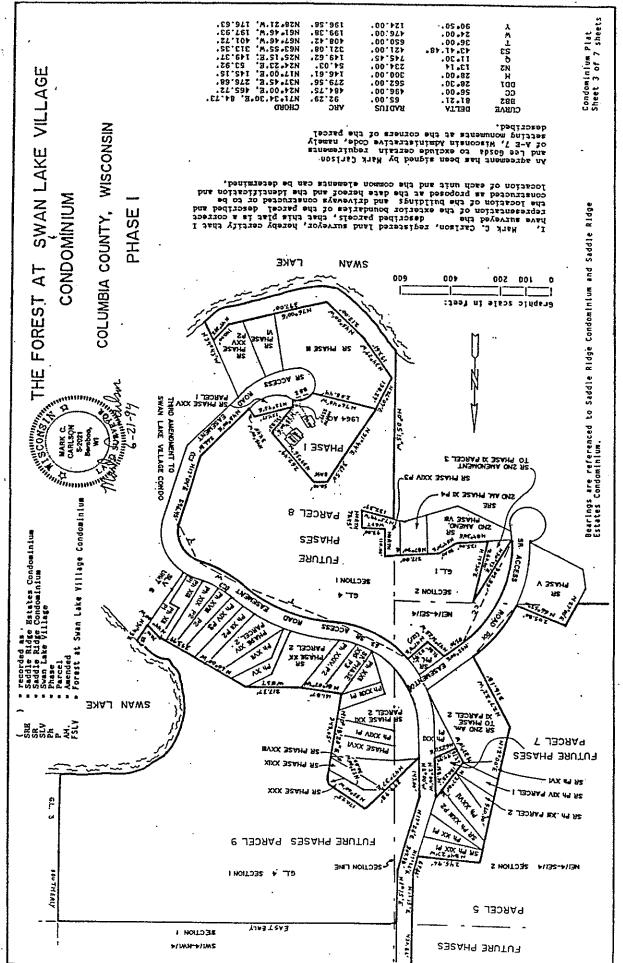
This instrument drafted by: Attorney Thomas C. Groeneweg

NOTARY PUBLIC PUBLIC PROFESSIONAL OF WISCONS

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1830 BPB // FUTURE PHASES **FUTURE PHASES** SECTION 2 HEI/4-HEI/4 PARCEL 4 PARCEL NWIFE-NWIFE HEC - 57" ACCESS ROAD EASEMENT (F) SECTION I D SHOOKED RIGHT-OF-WAY RALROAD ABANDONED RAKROAD RIGHT-OF-WAY HAL- 57'17 W ROAD 116.57'-EASEMENT (U) ACCESS SR AMEND PHASE I Bearings are referenced Estates Condominium. SR PHASE XVM PARCEL I SR PHASE E 12. 103.76 SR ZNO AMENOMEN PHASE XI PARCEL I 47.67 SR PHASE IV 28,26 484° 00'W SR PHASE DX recorded as Saddle Ridge Estates Condominium Saddle Ridge Condominium Swan Lake Village Phase SRE SR SLV Ph P) ទ Saddle Parcel FUTURE PHASES AH. FSLY Amended Forest at Swan Lake Village Condominium PARCEL 6 Ridge SELIA-NELIA SECTION 2 Condominium SW1/4-NW1/4 SECTION I Graphic scale in feet: ă \$ 600 . 0 100 200 400 Saddle **FUTURE PHASES** EASTERLY PARCEL 5 GL 4 SECTION I SECTION LINE FUTURE PHASES PARCEL 9 SR Ph XIII PARCEL 2 THE FOREST AT I, Hark C. Carlson, registered land survey have surveyed the described parcels, th representation of the exterior boundaries of the location of the buildings and driveways constructed as proposed at the date hereof an location of each unit and the common elements FUTURE PHASES PARCEL 7 . NEI/4-SEI/4 SECTION 2 COLUMBIA COUNTY, WISCONSIN SCONS MARK C. CARLSON \$-2001 Secuboo, WI WI SURVEY CO. CONDOMINIUM LIE TO PHASE SWAN LAKE 6-21-94 NEI/4-SEI/4 WESTERLY SR SECTION 2 nd surveyor, hereby certify that I reels, that this plat is a correct raise of the parcel described and riveways constructed or to be seriof and the identification and elements can be determined. PHASE V ACCESS FUTURE PHASES PARCEL 8 VILLAG CHORD N71°34'30°E. 84.73' N24'00'E. 465.72' N37"45'E. 276.68' N17"00'E. 145.15' N24'23'E. 51.92' N25'15'E. 149.37' N63'55'W. 313.35' N67'46'W. 197.93' N28'21'W. 176.63' ARC 92.29' 484.75' 279.56' 146.61' 54.03' 149.62' 321.08' 408.42' 199.38' 196.58' Condominium Plat Sheet 2 of 7 sheets DELTA 81"21" 56°00' 28°30' 28'00' RADIUS 65.00' 496.00' 562.00' 300.00' CURVE BB2 CC DD1 H N2 28"00" 13"14 11"30" 43"41"48" 36"00" 24"00" 234.00° 745.45° 421.00° 650.00° 476.00°



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PUTURE PHASES Parcel 1:

A parcel of land located in NEI/4-NW1/4 and NW1/4-NEI/4. Section 1. T12N, R9E,
A parcel of land located in NEI/4-NW1/4 and NW1/4-NEI/4. Saddla Ridge Estates
line: Beginning at the northeast corner of Phase XVII; Saddla Ridge Estates
line: Beginning at the northeast corner of said phase XVII; thence
said phase XVII, 15.16 feet to morthwest corner of said phase XVII; thence
said phase XVII, 15.16 feet to morthwest corner of said phase XVII; thence
said phase XVIII, 15.16 feet to morthwest corner of said phase XVII; thence
said phase XVIII, 15.16 feet; thence southerly on a curve to the right, radius 5.77
S22*10'W, 50.00 feet; thence southerly on a curve to the right, radius 5.82*46'K, 352.64 feet;
thence southwesterly on a curve to the right, radius 5.54 feet, whose chord bears \$67*42'W, 47.70 feet; thence N81*21'W, 43.53 feet (recorded as X74*12'W,
thence mortherly on a curve to the right, radius 52.54 feet; whose chord bears AV1*2'S'W, 93.71 feet (recorded as N44*55'45'W, 85.89 feet); thence
northerly on a curve to the right, radius 55.59 feet; whose chord bears AV1*2'S'W, 93.71 feet (recorded as N44*55'45'W, 85.89 feet); thence
thence N65*17'W, 55.38 feet to southeast corner of Parcel 2. Phase XII; thence
thence N65*17'W, 55.38 feet to southeast corner of Parcel 2. Phase XII; thence
thence N65*17'W, 55.38 feet to southeast corner of Parcel 2. Phase XII; thence
thence N65*17'W, 55.38 feet to southeast corner of Parcel 2. Phase XII; thence
thence N65*19'E, 1199 feet; thence N65*30'E, 149.24 feet;
of said Parcel 2; thence S8*7'E, 1197 feet to parents of the northeast corner
N65*08'E, 339.00 feet; thence S25*40'E, 134.00 feet to point of beginning.
Heating Avance and 1s subject to easements of record.
Described parcel contains 3.845 acres and 1s subject to easements of record.
Of Saddle Ridge Estates Condominium.

FUTURE PHASES Parcel 2:

A parcel of land located in NEI/A-NNI/A. Section 1, T12N, R9E, Town of Pacific, A parcel of land located in NEI/A-NNI/A. Section 1, T12N, R9E, Town of Pacific, Columbia Country, Wisconsin themes Myolis described line: Beginning Columbia Country, Wisconsin; themes Myolis Raide Raide Raide Raide Condominium, Columbia Country, Wisconsin; themes Myolis Raide Raide 1; themes Myolis Raide Parcel 2; themes Myolis Raide Rai

A parcel of land located in the SEI/4-NWI/4 & NEI/4-NWI/4. Section 1. TI2N. A parcel of land located in the SEI/4-NWI/4. Misconsin bounded by the following ASE. Town of Pacific, Columbia County, Wisconsin bounded by the following Section of Pacific, Columbia County, Wisconsin bounded by the following Section of Pacific, Parcel 2. Accordantum; thence N88°05'E ming south line of said Saddle Ridge Estates Condominum; thence SSE26'W ming year! Into of said Phase XX. Ridge Estates Condominum; thence SSE26'W ming year! Into of said Phase XX. Ridge Estates Condominum; thence SSE26'W ming year! Into of said Phase XX. And other phases. 785.00 feet to southeast corner of said Phase XX. and other phases. 785.00 feet to southeast corner of phase XII. Farcel 3: thence SSE20'W, 30.00 feet to north line of abandoned of Phase XII. Farcel 3: thence N88°57'17'W ming said north line of abandoned; railroad right-of-way; thence N88°57'17'W ming said north line. 1011.46 feet; thence NRTW, 20.59 feet; thence N88°57'56'E, 190.00 feet; thence SI4"36'W, thence NRTW, 20.59 feet; thence SI4"36'W, thence NRTW, 20.59 feet; thence NRT

I, Hark C. Carlson, registered land surveyor, hereby certify that I have surveyed the described parcels, that this plat is a correct representation of the extence boundaries of the parcel described and the location of the buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the date hereof and the identification and constructed as proposed at the identification and constructed as proposed as the identification and constructed as proposed at the identification and constructed as proposed at the identification and constructed as proposed at the identification and constructed as a const

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

PHASE I

PUTURE PHASES Parcel 4:

A parcel of land located in the SW1/4-NW1/4 k NW1/4-NW1/4. Section 1. T12N, A parcel of land located in the SW1/4-NW1/4 k NW1/4-NW1/4. Section 1. T12N, A parcel of land located columbia County, Wisconsin bounded by the following. RSS, Town of Pacific, Columbia County Corner of Amended Phase 1. Saddle described line: Beginning at the northwest corner of land Phase 1. 101.79 feet RIdge Condominius, thence S18°50' w along west line of said Phase 1. 101.79 feet to south line to southwest corner of said Phase 1; thence S88°57' 17°E, 92.25 feet to point of of abandoned railroad right-of-way; thence S88°57' 17°E, 92.25 feet to point of beginning. Said parcel contains 0.104 acres and 1s subject to essements of the said Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in this Condominium Plat.

FUTURE PHASES Parcel 5:
A parcel of land located in the NEI/4-NEI/4, SEI/4-NEI/4 & NEI/4-SEI/4, Section 1, Ti2N, RSB, Town of Pacific, Columbia County.
2, and SAI/4-NAI/4, Section 1, Ti2N, RSB, Town of Pacific, Columbia County.
2, and SAI/4-NAI/4, Section 1, Ti2N, RSB, Town of Pacific, Columbia County.
3 and Section 2, thence 500-515/E along said cast line, 100.15 feet to south of aild NEI/4-NEI/4; thence 500-515/E along said cast line of said access road casement (D); thence N86*57:17*W along said south line, 988.77 feet to souther cores road casement; whence N86*57:17*W along said south line, 988.77 feet to souther cores road casement; and west line of phase IV. Saidle Ridge Condownlum, 508.23 feet to southwest corner of said Phase IV. Saidle Ridge Condownlum, 508.73 feet to southwest corner of said Phase IV. Static Ridge Condownlum, 508.73 feet to southwest corner of said Phase IV. Static Ridge Condownlum, 508.73 feet to southwest corner of said Phase IV. Thence 508*00'E along said south line, 988.76 feet to southwest corner of said Phase IV. Thence Solow Ridge Solow

Condominium Plat Sheet 4 Of 7 sheets

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THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

PHASE

Carlson Surveying and Engineering, Inc., 127 loth. Ave., Baraboo, NI 53913. Tel 608-356-3816.

I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the described parcels, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined.

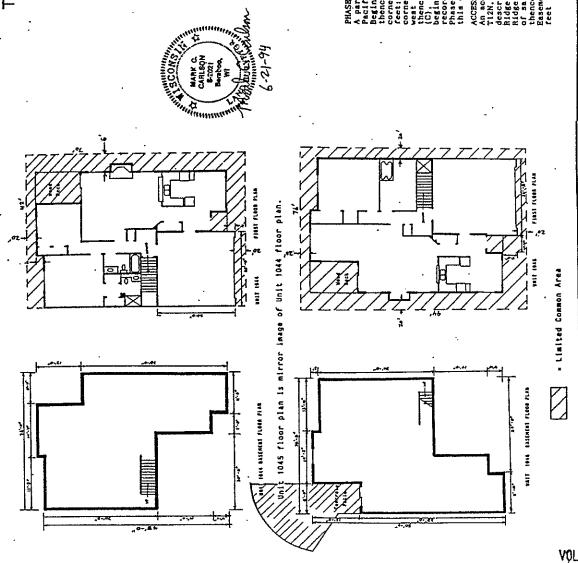
An agreement has been signed by Mark Carison and ite 605ds to exclude cartain requirements of A-E 7, Misconsin Administrative Code, namely destring monuments at the corners of the parcel described.

Hark C. Carlson, registered land surveyor, hereby certify that
the drawings appearing hereon are an accurate copy of portions of the
plans of each building and substantially depict the layout, location,
unit numbers and dimensions of the building or buildings and units
located and erected or to be exected,

ACCESS ROAD EASEMENT (F):

An access road easement located in NWI/4-NWI/4 and SWI/4-NWI/4, Section 1, TI2M, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line; Paginning at the northeast corner of Amended Phase I. Saddle Ridge Condominium; thence NY 00E, 100,00 feet to southwest corner of Saddle Ridge Condominium Access Road Easement (A); thence S86*57'17'E along south line of said Easement (A), 66,00 feet to southwest corner of said Easement (A); thence S7*00'', 100,00 feet to northwest corner of said Easement (B); thence NY 00,00 feet to northwest corner of Saddle Ridge Access Road Easement (B); thence NY 00,00 feet to northwest corner of Saddle Ridge Access Road feet to point of beginning.

Condominium Plat Sheet 6 of 7 sheets



COLUMBIA COUNTY, WISCONSIN

Condominium Plat Sheet 5 of 7 sheets

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

PHASE I

FUTURE PHASES Parcel 8:

A percel of Land located in the Government Lot 4, Section 1, NEI/4-SEI/4 and A parcel of Land located in the Government Lot 4, Section 2, T124, R9E, Town of Pacific, Columbia County, Machania County, Covernment Lot 1, Section 2, T124, R9E, Town of Pacific, Columbia Enter the Soluth Line in Equinning at the south Land cast in the cast western of said Phase X; Sadle Ridge Condominium; thence Sayl 212 R 200 feet to man twenterly corner of said Phase X; Interce Hard Ridge Condominium; thence Sayl 212 R 200 feet to man twenterly corner of said Phase X; Interce Hard Ridge Condominium; thence Sayl 212 R 200 feet to man twenterly corner of said Phase X; Interce Andre Land R 212.00 feet to south hate of access road easement (C); thence southeasterly along said south line on a curve to the left, radius 412,00 feet, whose chord bears S61*6 R, 187.30 feet; thence southeasterly along said south line on a curve to the left, radius 476.00 feet; whose chord bears S61*6 R, 187.30 feet; thence southeasterly along said south line on a curve to the left, radius 476.00 feet; whose chord bears S61*6 R, 187.30 feet; thence S1*6 M 204 W along weat line of said access road easement (C). 286.11 feet; thence S1*6 M 204 W along weat line of said access road easement (C). 286.11 feet; thence S1*6 M 204 W along weat line of said access road easement (C). 286.11 feet; thence S1*6 M 204 W along weat line of said access road easement (C). 286.11 feet thence N1*6 M 204 W along weat line of said Access road easement (C). 286.11 feet thence N1*6 M 204 W along weat line of said Access road easement (C). 284 M 204 M 204 W along weat line of said Access road e

芸 FOREST AT CONDOMINIUM SWAN LAKE VILLAGE

COLUMBIA COUNTY, WISCONSIN

PHASE

Access Road Easemént (X):
Access road easement being 50 feet wide, located in the HRI/4-NWI/4 and An access road easement being 50 feet wide, located in the HRI/4-NWI/4 and An access road easement being 50 feet form of Pacific, Columbia County, Wisconsin NVI/4-NRI/4, Section 1, 712N, RSR, Town of Pacific, Columbia County, Wisconsin 1918; parallel and adjacent to following deacribed line: Condemnia adjacent to following line: S0°17'E along north line of said Parcel 2, 50.06 feet to point of beginning of easement line lying northwesterly and northerly of following line: thence S42'00'W, 128.03 feet; thence S58'55'W, 398.00 feet; thence M86'30'W, 510.00 feet; easterly and southerly of following line: thence M86'30'W, 128.03 feet; thence S72'01'E, 153.34 ft to end of line.

Access Road Easement (Y):

An access road easement being 50 feet wide, located in the REI/4-NWI/4 and NWI/4-NWI/4-Section 1, TIEN, RSE, Town of Pacific, Columbia County, Wisconsin Lying parallel, adjacent and aoutherly of following described line: Beginning at the northeast corner of Phase II, Saddle Ridge Bataits Condominium; thence SBSTO? Wallong north line of said phase II and Phase I, Parcel I. Saddle Ridge Ridge Condominium, 815.42 feet; thence southeasterly on a curve to the left, radius 482.65 feet, whose chord bears 586*50'W, 364.74 feet; thence N66*25'W, 256.98 feet; thence N46*55'W, 88.79 feet to end of line, being on the casterly saide of Access Road Easement (A) of Saddle Ridge Condominium.

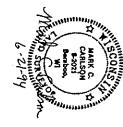
Carison Surveying and Engineering, 53913. Tel 608-356-3816. Inc., 127 10th. Ave., Baraboo, WI

Decisionit washes in Taking Class 100 seeden today, Perlaga, Wij 83901

have surveyed the described parcels, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined.

An agreement has been signed by Hark Carison and Lee Gosda to exclude certain requirements of N= 7, Wisconsin Administrative Code, namely setting monuments at the corners of the parcel

Hark C. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, location, unit numbers and dimensions of the building or buildings and units



Condominium Plat Sheet 7 of 7 sheets

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

FIRST AMENDMENT AND SUPPLEMENT TO CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This First Amendment and First Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 7th day of June, 1995.

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described is Phase in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in the Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most easterly corner of Phase 1, The Forest at Swan Lake Village Condominium; thence

N39°36'W along northeast line of said Phase 1, 210.00 feet; thence N31°04'E, 235.00 feet; thence S58°56'E, 74.85 feet; thence S24°00'E, 140.74 feet; thence S21°38'W, 169.60 feet; thence S50°24'W, 60.00 feet to point of beginning. Said parcel contains 1.142 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium Plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, three (3) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said three (3) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are six (6) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1 and 2 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number six (6) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 6 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in both Phase 1 and Phase 2 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, WAJBAC AND TADWIL, LIMITED, an Illinois corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

WAJBAC AND TADWIL, LIMITED
By: All Kirk (SEAL) Elizabeth H. Kirk (President
By: Losda Secretary
STATE OF WISCONSIN)) SS
COUNTY OF COLUMBIA)
Personally came before me this $\frac{S^{+/4}}{S^{+/4}}$ day of June, 1995, the above named Elizabeth H. Kirk, President, and Elmer L. Gosda, Secretary, of WAJBAC AND TADWIL, LIMITED, to me known to be the persons who executed the foregoing instrument and acknowledge the same.
Jaan Sammans
Nator Public Columbia County Wiggenrin
Notary Public, Columbia County, Wisconsin My Commission:
,

This instrument drafted by:
Attorney Thomas C. Groeneweg
619 Oak Street, P. O. Box 443
Baraboo, WI 53913

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

JUN 8 1995

Benny Jull
Reg. of Deeds at 9:00 A M

The Forest at Swan Lake Village PHASE 2 A parcel of land located in the Government Lot 4, Section 1, T12N, R9E, Town of Pacific. Columbla County, Wisconain bounded by the following described line; Beginning at the most easterly corner of Phase 1. The Forest at Swan Lake Village Condominum; thence N39*36*W along northeast line of said Phase 1. 210.00 feet; thence S89*56*F* 1.4.85 feet; thence S24*00*E, 140.74 feet; thence S21*38*W, 169.60 feet; thence S50*24*W, 60.00 feet to point of beginning. Said parcel contains 1.142 acres and is subject to easterns of record, Parcel has benefit of Access Road Eastents A through E as described in Phases of Saidle Ridge Condominium and Access Road Eastennt (F) as described in The Forest at Swan Lake Village Condominium Plat. Condominium Plat Sheet I of I sheel I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the described parcels. That this plat is a correct representation of the exterior boundaries of the parcel described and the location of the buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined. THE FOREST AT SWAN LAKE VILLAGE I, Hark C. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, location, unit numbers and dimensions of the building or buildings and units located and erected or to be erected. Bearings are referenced to northeast line of PHASE 1, The Forest At Swan Lake Village and assumed to bear N39°36'4. COLUMBIA COUNTY, WISCONSIN An agreement has been signed by Mark Canison and Lee Gosda to exclude certain requirements of A-E 7, Wisconsin Administrative Code, namely destring monuments at the corners of the parcel described, CONDOMINIUM PHASE 2 96.82-LCA 1. Limited Common Area PIRST PLOOR PLAN UNITS 1041-1043 You d rha ses FUTURE FUTURE PHASES PHASE/ BASEMENT PLOOR PLAN UNITS 1041-1043 ध GRAPHC SCALE M FEET: 0 23 50 100 PHASE 1:4, 1 7:5 Concrete Patio

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

JUN 1 6 1995

DESIGNATION OF CONDOMINIUM UNITS FOR CONNECTION TO WATER SYSTEM

Reg. of Deeds at 1:45 PM

Wajbac and Tadwil, Limited, an Illinois corporation, (Declarant) hereby designates the following described condominium units for connection to the water system described in the water supply agreement recorded with the Register of Deeds for Columbia County, Wisconsin on October 1, 1979 in Volume 211, page 403 as Document No. 405060.

The condominium units so designated are described as:

Units 1042, 1043 and 1044 of The Forest at Swan Lake Village Condominium, being a condominium created by a declaration of condominium recorded with the Columbia County Register of Deeds in Volume 479, page 254 as Document No. 531588, as amended and supplemented.

These are three of the 9 units eligible for connection to the water system as provided in paragraph 3 of a stipulation in the action by Saddle Ridge Association, Ltd. and another v. Wajbac and Tadwil, Limited and others, Case No. 95-CV-124 pending in the Circuit Court for Columbia County, Wisconsin, which stipulation was approved by an order dated June 15, 1995. That stipulation is incorporated by reference.

Dated June 16, 1995.

WAJBAC AND TADWIL, LIMITED

By:

Authorized Officer

Signature of Elmer L. Gosda authenticated this 16th day of June, 1995.

Notary Public, State of Wisconsin

My Commission: is permanent

Drafted by Thomas J. Sobota F:\Docs\WD\23405\0\KM0210.WPD

'VOL 502 PACE 503

DESIGNATION OF CONDOMINIUM UNITS FOR CONNECTION TO WATER SYSTEM

Wajbac and Tadwil, Limited, and Illinois Corporation, (Declarant) hereby designated the following described condominium units for connection to the water system described in the water supply agreement recorded with the Register of Deeds for Columbia County, Wisconsin on October 1, 1979 in Volume 211, page 403 as Document No. 405060.

The Condominium Units so designated are described as:

Units 1039, 1040, 1041 and 1045 of the Forest at Swan Lake Village Condominium, being a Condominium created by a declaration of Condominium recorded with the Columbia County Register of Deeds in Volume 479 of Records at Page 254 as Document No. 531588.

These are four of the 9 units eligible for connection to the water system as provided in paragraph 3 of a stipulation in the Action by Saddle Ridge Association, Ltd. and another vs. Wajbac & Tadwil, Limited and other, Case No. 95-CV-124 pending in the Circuit Court for Columbia County, Wisconsin, which stipulation was approved by an order dated June 15, 1995. That stipulation is incorporated by reference.

This designation supersedes and replaces prior designation dated September 5, 1995, which was recorded with the Columbia County Register of Deeds in Volume 509 of Records at page 238 as Document No. 545715.

Dated October 3, 1995.

WAJBAC & TADWIL LTD

By:

Authorized Officer

Signature of Elmer L. Gosda authenticated this 3rd day of October, 1995.

Valerie K. Nighbor

Notary Public, State of Wisconsin

My commission Expires: 12/20/98

Drafted by Stephen E. Ehlke

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

JUN 1 3 1996

Reg. of Deeds at 2: 25 P M

SECOND AMENDMENT AND SUPPLEMENT TO

TOILIO

CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Second Amendment and Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 7th day of June, 1996.

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Plase in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration.

The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most easterly corner of Phase 2, The Forest at Swan Lake Village Condominium; thence N24°00'W along north line of said Phase 2, 140.74 feet; thence N58°56'W along said north line, 74.85 feet; thence N25°55'E, 293.15 feet to southerly line of existing access road easement; thence easterly on a curve to the left, radius 476.00 feet, whose chord bears S57°06'30"E, 121.64 feet; thence S5°12'E, 103.94 feet; thence S11°38'W, 81.65 feet; thence S30°42'W, 176.86 feet; thence S21°38'W, 31.47 feet to point of beginning. Said parcel contains 1.265 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium Plat.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, four (4) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said four (4) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are ten (10) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2 and 3, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number ten (10) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2 and 3, and Phase 3 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall

be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.

- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, WAJBAC AND TADWIL, LIMITED, an Illinois corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

WAJBĄC AND TADWIL, LIP	ALLED
By Mh & Th	(SEAL
Elizabeth H. Kirk	President
By: Elmer L. Gosda	Secretary (SEAL

STATE OF WISCONSIN)
) SS
COUNTY OF COLUMBIA)

Personally came before me this 13th day of June, 1996, the above-named Elizabeth H. Kirk, President, and Elmer L. Gosda, Secretary, of WAJBAC AND TADWIL, LIMITED, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Gloria M. Kirking -

Notary Public, Columbia County, Wisconsin

My Commission: Cypius 02-20-2000

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913 a:wajbac&tadwil-theforestdisk\second.amd

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN 3 PHASE

Beginning at the most easterly corner of PHASE 2, The Forest at Stwn Lake Village Condomning in the most easterly corner of PHASE 2, The Forest at Stwn Lake Condomning: themes NA4*00'W along forth line of said PHASE 2, 140.74 fett; thence NB8*66'W along said north line 74.85 feet; thence NE8*55'E, 140.74 233.15 feet to southerly line of existing access road eastern; thence NES*55'E, 120.74 in a contain the left, radius 478.00 feet; whose choird bears 557*66'S0'E, 121.64 feet; thence 5312'E, 133.94 feet; thence 531*33'W, 81.65 feet; thence 531*21'E, 133.94 feet; thence 531*33'W, 81.65 feet; thence 58*12'E, 133.94 feet; thence 58*12'E, 133.94 feet; thence 58*12'E, 133.94 feet; thence 58*12'E, 138.85 feet; thence Said is subject to assemnts of record. Parcel has benefit of Access Road Eastenth A Through E as described in Phases of Saddle At Swan Lake Village Condominium Plat,

I. Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and common

FUTURE PHASES

PHASÉ

SASAHA BAUTUA

Bearings are referenced to northeast line of PHASE 2, The Forest at Swan Lake Village and assumed to bear N24*00*W.

CURVE A: Delta = 14*41'00", Radius = 476.00", Arc = 121.97' Chord = S57*06'30"E, 121.64'



The Forest at Swan Lake Village PHASE Condominium Plat Sheet i of 2 sheets

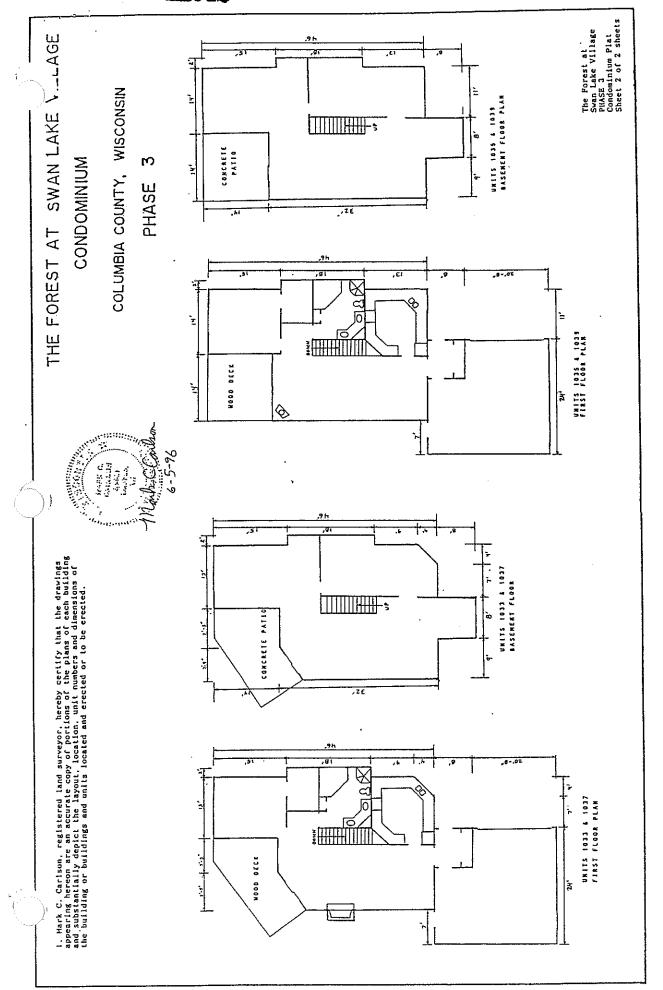


Found 1 1/4" round Iron rod.
 Set 3/4"x24" round Iron rod weighing 1.5#/lin. ft.

PHAŚE

8

GRAPHIC SCALE IN FEETS ç Limited Common Area



579785

Document Title

rument Number

THE FOREST
AT
SWAN LAKE VILLAGE CONDOMINIUM

THIRD AMENDMENT
T.O

CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS
AND CONDITIONS

This Third Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration") for THE FOREST AT SWAN LAKE CONDOMINIUM, made this 23rd day of December, 1997.

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

FEB 1 1 1998

Reg. of Deeds at 3:45P N

Recording Data

Name and Return Address
atty Thomas Thouseure,
for Box 443
Baraloo, WI 53913

1300.1033; 1035; 1037; 1039; 1041; 1042; 1043; 1044; 1045;

Parcel Identification Number (PIN) 1046

WHEREAS, Wajbac and Tadwil, Limited ("the Parcel Identification Number (FIN) 21046 Declarant") did on June 21, 1994, execute a Condominium Declaration of Conditions, Covenants, Restrictions and Easements of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, which document was ecorded on June 23, 1994 in the Offices of the Register of Deeds for Columbia County, Wisconsin in Volume 479, on Pages 254-288. Such Declaration of Condominium has been modified by a First Amendment date recorded as Document No. 542398 in Volume 501, Pages 833-836; and by a Second Amendment recorded as Document No. 556331, in Volume 533 on Pages 238-242. Said Declaration of Condominium as modified by said Amendments is referred to herein as "the Declaration";

WHEREAS, paragraph 15 of the Declaration provides that said Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of all votes entitled to be cast by members of the Association; and

WHEREAS, the Declarant and the requisite number of Owners wish to amend the Declaration;

NOW, THEREFORE, the Declaration is amended as follows:

- 1. Section 2 of the Declaration pertaining to the definition of a Unit is amended to read as follows:
 - 2. Definition of Unit. Each Unit shall consist of the complete building unit with the outer boundaries being defined as including the exterior walls, roof, foundations and basement floors and all building components contained within their boundaries. The Unit shall also include decks, patios and walkways appurtenant to or attached to the Unit, PROVIDED however, in regard to any buildings that are constructed in which two (2) adjacent Units share a common wall or a common floor and ceiling, the Unit boundaries shall be construed to run to the center of such common walls or such common floor and ceiling bounding such Units.

- 2. Section 4 of the Declaration pertaining to the description of the Common Elements is amended to read as follows:
 - 4. Description of the Common Elements. The Common Elements shall include all portions of the Condominium property not included in the Units and residential buildings. The Common Elements shall be deemed to include, without limitation, the following:
 - a. The land on which any of the buildings are erected;
 - b. All central and pertinent installations for services such as power, light, telephone, gas, water and sewer and water laterals (including all pipes, ducts, wires, cables and conduits used to connect such services to the individual Units);
 - c. All of the parts of the Condominium property and all apparatus and installations existing on the property for common use or necessary or convenient to the existence, maintenance or safety of the Condominium.
 - 3. Section 12 of the Declaration is amended to read as follows:
 - 12. Damage or Destruction. Repair or reconstruction in the event of fire, casualty, or disaster shall be in accordance with the following:
 - (a) In the event of fire, casualty or other disaster, each Unit owner shall be responsible for repairing or replacing the Unit, including deck and patio, to substantially the same condition in which it existed prior to the fire, casualty or other disaster. Completion of such repair or replacement shall not exceed one (1) year from the date of fire, casualty or other disaster.
 - (b) Each Unit owner shall carry a property insurance policy for its full replacement value on the Unit and shall name the ASSOCIATION as an additional insured. In the event the owner of a Unit fails to repair or rebuild as provided in the previous paragraph, the ASSOCIATION shall have a lien on the proceeds of any insurance monies to assure that the Unit owner restores their Unit and related improvements described in the previous paragraph to their original condition.
 - 4. Section 15 of the Declaration is amended to read as follows:
 - 15. Amendment of Declaration. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 16 herein, this Declaration may be amended with the written consent of at least two-thirds (2/3) of the Unit owners in the Condominium following the initial sale of all Units, who shall together own not less than two-

third (2/3rds) of said Units declared or annexed by Declarant or after June 15, 2004, whichever shall occur first. Prior to such time, the consent in writing of the Declarant, its successors and assigns, shall also be required. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

5. Section 18(a) of the Declaration is amended to read as follows:

18. Maintenance.

- Individual Units. Each Unit owner shall be responsible for keeping (a) his or her Unit, its structure and exterior, and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting, repair and maintaining the exterior service of his or her Unit which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as more fully set forth in the By-Laws of the Association. No change in the exterior appearance may be made by the Unit Owner without first obtaining the written consent of the Association. In the Units described as duplexes, each Unit owner of that structure shall divide the repair and maintenance of the exterior of said building equally by two (2). In the event that any individual Unit owner fails to maintain the exterior surfaces of his or her Unit, the Association shall have the right to perform such maintenance and bill the cost thereof to the Unit Owner.
- 6. Section 18(b) of the Declaration is amended to read as follows:
 - The Association shall be Common Elements and Facilities. (b) responsible for the management and control of the Common Elements and facilities. Without in any way limiting the foregoing, this shall include all repair, maintenance and snow removal for common roads, including roads and streets in other condominium areas, snow removal for driveways and parking areas within the common areas, all as is more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements and facilities shall be a common expense of the Association. The Association shall have authority over additions, improvements and alterations to Common Elements (except common elements controlled by other condominiums and used by this condominium) and Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of negligence or misuse of a Unit owner or the guest or agent of a unit owner, such expense shall be charged and specially assessed against the responsible unit owner.

7. Section 18(c) of the Declaration is amended to read as follows:

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- Each Unit owner shall keep the Limited Common Elements. (c) Limited Common Elements appurtenant to his or her unit, and as described in the Condominium Plat, in a well maintained, good, clean, and attractive condition. Individual unit owners shall be responsible at their sole expense for maintenance and snow removal of driveways and walks within Limited Common Element areas appurtenant to their unit, mowing and maintenance of the landscaping, and maintenance, repair and upkeep of all additions, improvements, alterations and changes made to said areas. No alterations to the Limited Common Elements, including, without limitation, alterations to the landscaping, may be made without the prior written consent of the Association. In the event that any Unit owner fails to maintain the Limited Common Elements appurtenant to his or her Unit, the Association shall have the right to perform such maintenance and bill the cost thereof to the Unit owner.
- 8. Section 18(d) of the Declaration is amended to read as follows:
 - Maintenance of Sanitary Sewer System and/or Onsite Waste (d) Disposal System. Each Unit owner shall be responsible for such Unit's share of expense for maintenance and repair of the Sanitary Sewer System and/or Onsite Waste Disposal System serving such Unit. Units 1041, 1042 and 1043 shall be jointly responsible for the maintenance, replacement and insuring of the System which serves their respective Units. Units 1044, 1045 and 1046 shall be jointly responsible for the maintenance, replacement and insuring of the System which serves their respective Units. If either of the Onsite Waste Disposal Systems require replacement and the majority of Unit owners served by such System requiring replacement elect to or are required to connect to the municipal system in lieu of replacing such onsite system, all Unit owners served by such system shall share equally in the costs associated with connecting to the municipal system.
- 9. Section 19 (a) of the Declaration is amended to read as follows:

19. Insurance.

(a) Units. Each Unit owner shall carry a property insurance policy for its full replacement value of the Unit, including decks and patios, and shall name the ASSOCIATION as an additional insured. Premiums and payments for such insurance shall be an individual expense of the respective Unit owners.

At a meeting of the FOREST CONDOMINIUM ASSOCIATION, LTD. ("the Association") held on December 2, 1997, at Portage, Wisconsin, the President, Mark A. Maier, and Secretary, Mahlon Kirk, do herein rifly that this Amendment was approved by an affirmative vote of more than two-thirds (2/3) of all votes intitled to be cast by members of the owners ASSOCIATION and by the written consent of more than two-thirds (2/3) of the Unit owners and their mortgagees. Mark A. Maier as President and Mahlon Kirk as Secretary of the Association further certify that this Amendment was approved in writing by at least two-thirds (2/3rds) of the Unit Owners who together own not less than two-thirds (2/3rds) of the Units and by the mortgagees of such Units.

IN WITNESS WHEREOF, this Amendment of the Declaration is executed by the owners ASSOCIATION and by the Declarant this 23rd day of December, 1997.

THE FOREST CONDOMINITAL ASSOCIATION, LTD. By: Mark A. Maier, President By: Mahlon Kirk, Secretary	(SEAL)	By: ALL AND TADWIL, LIMITED - Declarant (SEAI Elizabeth H. Kirk, President) By: Land (SEAI Elmer L. Gosda, Secretary	<u>-</u>)
COUNTY OF COUNTIES Personally came before Forest Condominium Associate by its authority.	tion, Ltd., acknowledges th	hat he executed the foregoing instrument as such office of the foregoing instrument as such as a such of the foregoing in	'he cer
STATE OF WISCONSIN)) SS		-
COUNTY OF COLUMBIA)		
Forest Condominium Associa Wajbac and Tadwil, Limited,	ation. Ltd. and Elizabeth I	H. Kirk, President, and Elmer L. Gosda, Secretary, of Texecuted the foregoing instrument as such officers by	Ų,

This instrument was drafted by: Attorney Thomas C. Groeneweg Baraboo, WI 53913-0443 Notary Public, <u>Columbia</u> County, WI
My Commission: <u>expires</u> 3/29/98

THE COMEST AT SWAM PAKE ATTPRACE CONDOMINIUM .

FOURTH AMENDMENT TO CONDOMINIUM

DECLARATION

Document Number

Document Title

STATE OF WISCONSIN } SS COLUMBIA COUNTY RECEIVED FOR RECORD

MAY 1 5 1998

Recording Area

Name and Return Address

This is being recorded to add "Exhibit A" which was inadvertantly omitted from the original recording.

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, esc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page ands one page to your document and \$2.00 to the recording fee. Wisconsin Stanuer, 59.517.

579844

Document Title

Document Number

THE FOREST

ΑŤ

SWAN LAKE VILLAGE CONDOMINIUM

CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

This Fourth Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 10th day of February, 1998.

WHEREAS, paragraph 3. of the Condominium Declaration of Conditions, Covenants, Restrictions and

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

FEB 1 2 1998

Reg. of Deeds at 4: 15 M

Recording Data

Name and Return Address

TC

1300.1033; .1035; .1037; .1 .1041; .1042; .1043; .1044;

Parcel Identification Number (PIN) . 1045; .

Easements for The Forest At Swan Lake Village Condominium ("Declaration") provides in part that the Declarant shall have the right to amend at its sole discretion, the Declaration and/or the Condominium Plat and/or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected and to make any other modifications or amendments to the Declaration and/or Condominium Plat deem necessary by the Declarant and not inconsistent with the Act; and

WHEREAS, WAJBAC AND TADWIL, LIMITED, ("the Declarant") hereby wishes to amend the Condominium Plat for Phase 3 for the purpose of said Plat accurately reflecting the floor plans for Unit 1039;

NOW, THEREFORE, the Declarant hereby amends the Condominium Plat for Phase 3 of the Condominium, which amended plat is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, WAJBAC AND TADWIL, LIMITED, an Illinois corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

WAJBAC-AND TADWIL, LIMITED

Elizabeth H. Kirk, President

_(SEAL)

(SEAL)

132

STATE OF WISCONSIN)	
•) SS	
COUNTY OF COLUMBIA)	

Personally came before me this 12th day of February, 1998, the above-named Elizabeth H. Kirk, President, and Elmer L. Gosda, Secretary, of WAJBAC AND TADWIL, LIMITED, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Gloria M. Kirking

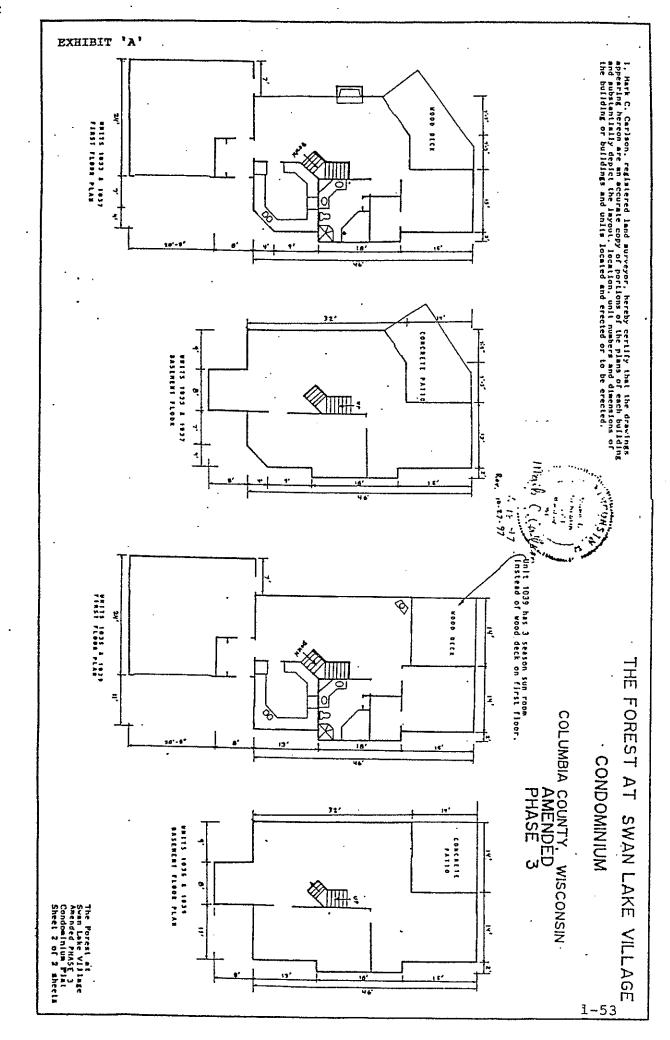
Notary Public, Columbia County, Wisconsin

My Commission:

02/20/2000

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913 a:forestcondoassociationltddsk/fourth.ame

described parcel, that this plat is a correct representation of the object of the parcel described and the incation of the object on the constructed as proposed at the identification and incation of each unit and common THE FOREST AT SWAN LAKE VILLAGE Bearings are referenced to northeast line of PHASE 2, The Forest at Swan Lake Village and assumed to bear M24'00'w. Village Condominium: thence N24'00'w along north line of said PHASE 2. 140,74 (feet; thence N85'85'E.) 233.15 feet to souther y line of existing access road essent: thence N85'85'E. 235.15 feet to souther y line of existing access road essent: thence exist on a curve to the left, radius 476.00 feet, whose chord bears 557'06'30'E. 515.64 feet; thence 55'12'E. 103.94 feet; thence 511'38'w, 81.65 feet; thence 513'8'w, 176.86 feet; thence 51'38'w, 81.65 feet; thence 51'38'w, 176.86 feet; thence 51'38'w, 81.65 feet; thence 51'38'w, 81'65 feet; thence 51'38'w COLUMBIA COUNTY, WISCONSIN CLRVE A: Delia - 14*41'00", Radius - 476.00", Arc - 121,97" Churd - 557*06'30"E, 121.61 CONDOMINIUM Ю AMENDED PHASE Carlson, registered land surveyo Rev 10-27-17 surveyed the above described parcel, to the parc of the exterior boundaries of the parc buildings and driveways constructed or date hereof and the identify elements can be determined. C. Mark C. Found 1 1/4" round from rod. Set 3/4"x24" round from rod weighing 1.51/lin. fl. - Limited Common Area SASPHA 8 CRAPHIC SCALE IN FEET! 25 50 PHASI EASAHA SRUTUA 'A' TIBIHXA



579846

cument Number

Document Title

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

FIFTH AMENDMENT AND THIRD SUPPLEMENT TO

CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

This Fifth Amendment and Third Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 11th day of February, 1998.

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

FEB 1 2 1998

Reg. of Deeds at H: 15

Recording Data

Name and Return Address

TC

1300.1033; .1034; .1035; .1037 .1039; .1041; .1042; .1043; Parcel Identification Number (PIN).1044; .1 .1046; .928; .927; .1036

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase in the Condominium Plat attached hereto, logether with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and

floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

Parcel 1: A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of PHASE 3, The Forest at Swan Lake Village Condominium; thence southeasterly on a curve to the left along west side of existing access road easement, radius 476.00 feet, whose chord bears S69°06'30"E, 77.32 feet; thence southeasterly on a curve to the right along said west line, radius 124.00 feet, whose chord bears S28°21'E, 176.63 feet; thence S17°04'W along said west line, 201.09 feet; thence N39°04'W, 199.80 feet to west line of said Phase 3; thence N30°42'E, 42.61 feet; thence N11°38'E along said west line, 81.65 feet; thence N5°12'W along said west line, 103.94 feet to point of beginning. Said parcel contains 0.971 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the The Forest at Swan Lake Village Condominium Plat.

Parcel 2: A parcel of land located in NE1/4-SE1/4 and Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: beginning at the southwest corner of Phase X, Saddle Ridge Condominium; thence S47°31'25"E along south line of said PHASE X, 91.86 feet; thence N47°41'E, along east line of said PHASE X, 112.94 feet to south line of existing access road easement; thence easterly on a curve to the left along said south line, radius 421.00 feet, whose chord bears S47°31'E, 79.94 feet; thence S8°20'W, 90.00 feet; thence S74°53'W, 185.42 feet; thence N65°20'W, 162.70 feet to east line of existing access road easement; thence northeasterly on a curve to the right along said east line, radius 496.00 feet, whose chord bears N47°22'30"E, 79.97 feet; thence N52°00'E along said east line, 89.90 feet to point of beginning. Said parcel contains 0.873 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the The Forest at Swan Lake Village Condominium Plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, four (4) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said four (4) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are fourteen (14) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number fourteen (14) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.

- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3 and 4 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, WAJBAC AND TADWIL, LIMITED, an Illinois corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

)TATE OF WISCONSIN)

COUNTY OF COLUMBIA)

Personally came before me this 12th day of February, 1998, the above-named Elizabeth H. Kirk, President, and Elmer L. Gosda, Secretary, of WAJBAC AND TADWIL, LIMITED, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Gloria M. Kirking

Notary Public, Columbia County, Wisconsin

My Commission: 02/20/2000

This instrument drafted by:
Attorney Thomas C. Groeneweg
619 Oak Street, P. O. Box 443
Baraboo, WI 53913
3:forestcondominiumassociationdsk/fifth.ame

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN PHASE 4

PHASE 4 Parcel 1 DESCRIPTION:
A parcel of Land located in Government tol 4, Section 1, T12H, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Baginning at the northeast corner of PHASE 3, The Porest at Syan Lake Village Confoaminus: Thence southeasterly on a curve to the left along vest side of existing access road easement, radius 476.00 feet, whose chord bears 589°06'10E, 77.32 feet; thence southeasterly on a curve to the right along said vest line; radius, 124.00 feet, whose chord bears 5829'21E, 136.63 feet; thence 517'04'W along said west line; 201.09 feet; thence N19°04'W, 199.00 feet to west line of said Phase 3; thence N5°12'W along said vest line, 103.94 feet to point of beginning. Said parcel contains 0.971 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in the The Porest at Swan Lake Village Condominium Plat.

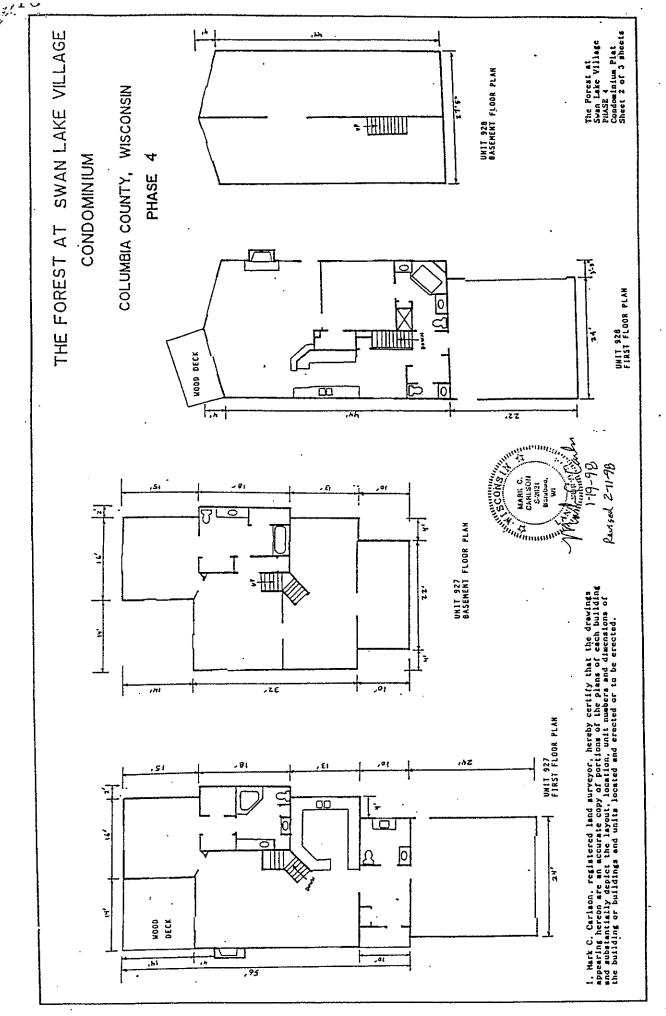
PHASE 4 Parcel 2 DESCRIPTION:

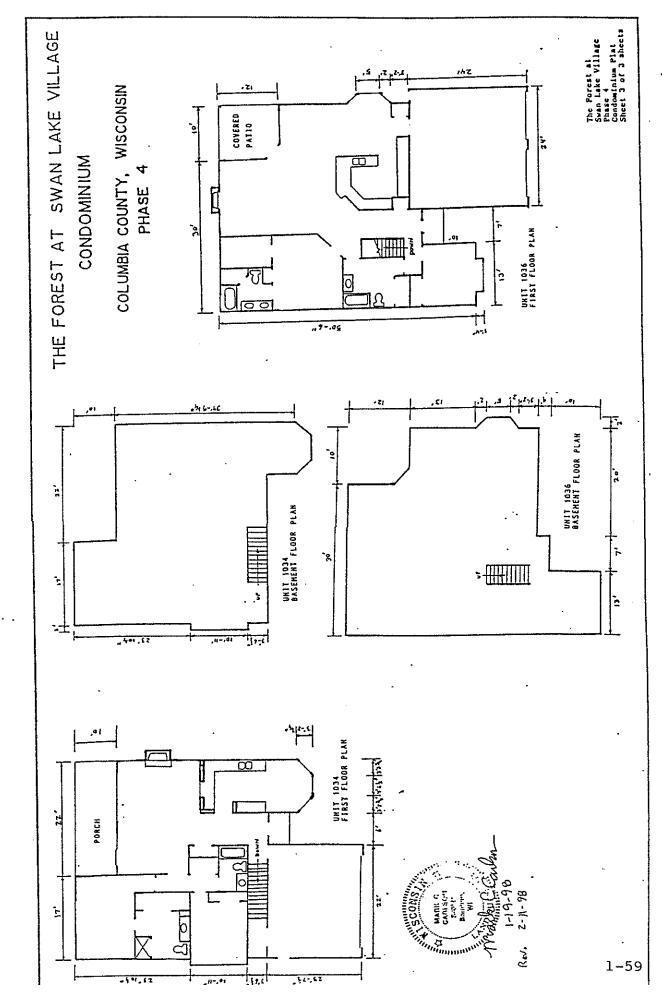
A parcel of land located in NEI/4-SEI/4 and Government Lot 4, Section 1, T12M, A parcel of land located in NEI/4-SEI/4 and Government Lot 4, Section 1, T12M, BSE. Town of Pacific. Columbia County, Wisconsin bounded by the following described line: Beginning at the most southerly corner of PHASE X, Saddle Ridge Condominum; theore with the left in the certainty access road easement; theore easterly on a curve to the left along said south line, radius 421.00 feet; whose chord bears 54731E, 19.94 feet; theore S6*20*W, 25.25 feet; theore S6*00*W, 240.73 feet; theore Mostlesterly on a curve to the right along said east line, radius 495.00 feet; whose chord bears M7*22*20*E, 79.97 feet; theore Northeasterly on a curve to the right along said east line, radius 495.00 feet; whose chord bears M7*2*20*E, 79.97 feet; theore Northeasterly on a curve to the right and said less; line, 70.90 feet; theore S59*41*E, 199.78 feet to point of beginning. Said parcel contains 0.655 acres and 1s subject to easements of record. Parcel has benefit of Access Road Easement (F) as described in the The Forest Stand Lake Village Condominum Plat.

1. Hark C. Carison, registered land surveyor, hereby certify that I have surveyed the above described parcels, that this plat is a correct representation of the buildings and driveways constructed or to be constructed as proposed at the date hereof and discipling and alteracted or to be constructed as proposed at the date hereof and the dentification and location of each unit can be determined.

earings are referenced to Saddle Ridge Condominium

					The Forest at	Swan Lake Village	Condominium Plat Sheet 1 of 3 sheets
	79.97	79.94	*00.00	40.03	77.32	176.63	
CHORD	. N47 *22 30 *E.	S47*31'E.	S44 .47 .30 "E.	SS0 *14 30 E	569 *06 * 30 E.	S28*21*E, 17	
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THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

SEXTE AMENDMENT TO CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Sixth Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 1st day of December, 1998.

WHEREAS, paragraph 3. of the Condominium Declaration of Conditions, Covenants, Restrictions and STATE OF WISCONSIN SS RECEIVED FOR RECORD

DEC 2 1 1998

Denny Jule Reg. of Deeds at 1.55 P M

Recording Data

Name and Return Address MAHION Kirk 100 SADDIE Ridge Portage, WI 53901

Declarant shall have the right to amend at its sole discretion, the Declaration and/or the Condominium Plat and/or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected and to make any other modifications or amendments to the Declaration and/or Condominium Plat deem necessary by the Declarant and not inconsistent with the Act; and

Easements for The Forest At Swan Lake Village Condominium ("Declaration") provides in part that the

WHEREAS, The Saddle Ridge Corporation, a Wisconsin corporation, ("the Declarant"), successor in interest to WAJBAC AND TADWIL, LIMITED, hereby wishes to amend the Condominium Plat for Phase 4 for the purpose of said Plat accurately reflecting the floor plans for Units 928, 929, 1034 and 1036;

NOW, THEREFORE, the Declarant hereby amends the Condominium Plat for Phase 4 of the Condominium, which amended plat is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The Saddle Ridge Corporation

Mahlon Kirk. President

(SEAL)

(SEAL)

Elizabeth H. Kirk, Secretary

1-60

STATE OF WISCONSIN) SS COUNTY OF COLUMBIA)

Personally came before me this 21 st day of December, 1998, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Gloria M. Kirking

Notary Public, Columbia County, Wisconsin My Commission: expires: 02/20/2000

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913 a:forestcondoassociationltddsk/sixth.ame

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN AMENDED PHASE 4

AMENDED PHASE 4 Parcel 1 DESCRIPTION;

A parcel of land located in Government Lot 4, Section 1, T12N, R8F, Town of Pacific, Columbia County, Wisconsin bounded by the following described line:
Pacific, Columbia County, Wisconsin bounded by the following described line:
Condominium; at the northeast corner of PHASE 3, The Forest at Swan Lake Village Condominium; thence southeasterly on a curve to the left along west side of existing access road easterly on a curve to the left along west side of existing access road easterly fonce southeasterly on a curve to the right along said west line, radius, 124.00 feet, whose chord bears 528*21'E, 175.51 feet; thence N39*04'W, 199.80 feet to west line of said Phase 3; thence N30*12'W along said west line, 103.94 feet to point of beginning. Said parcel contains 0.971 acres and is subject to eastewents of record's Parcel has benefit of Access Road Easternia A through E as described in Phases of Sadale Riage Condominium and Access Boad Easternia (F) as described in the The Forest at Swan Lake Village Condominium Plat.

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ME1/4-55

LARABATA CLOSE PARTIES OF THE PARTIE

SECTION LINE

FUTURE PHASES

MANNE SCALE N TOTI

AMENDED PILASE 4 Percel 2 DESCRIPTION:

A parcel of land located in NEI/4-SE1/4 and Government Lot 4. Section 1, T12N, R98
R98. Town of Pacific. Columbia County, Wasconsin bounded by the following
Generical line: Beginning at the most southerly corner of PHASE X, Siddle Ridge
Condominium; thence Nai'41'E, along southeast line of said PHASE X, 112.94 feet
to south line of existing access road ensemnit; thence existing to a curve to
the left along said south line, radius 42.00 feet, whose chord bears S47'31'E,
79.94 feet; thence S8'20'W, 25.25 feet; thence S65'00'W, 240.73 feet; thence
northeasterly on a curve to the right along said east line, radius 46.00 feet,
whose chord bears M47'22'30'E, 79.97 feet; thence N22'00'E along said east to
line, 70.90 feet; thence S8'41'E, '86'31 feet to point of beginning, Said
parcel contains 0.65 acres and is subject to essemnts of record. Parcel has
benefit of Access Road Essements A through E am described in the The Porcet
at Svan Lake Village Condominium Plat.

I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of the buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and common elements can be determined.

 Bearings are referenced to Saddle Ridge Condomintum
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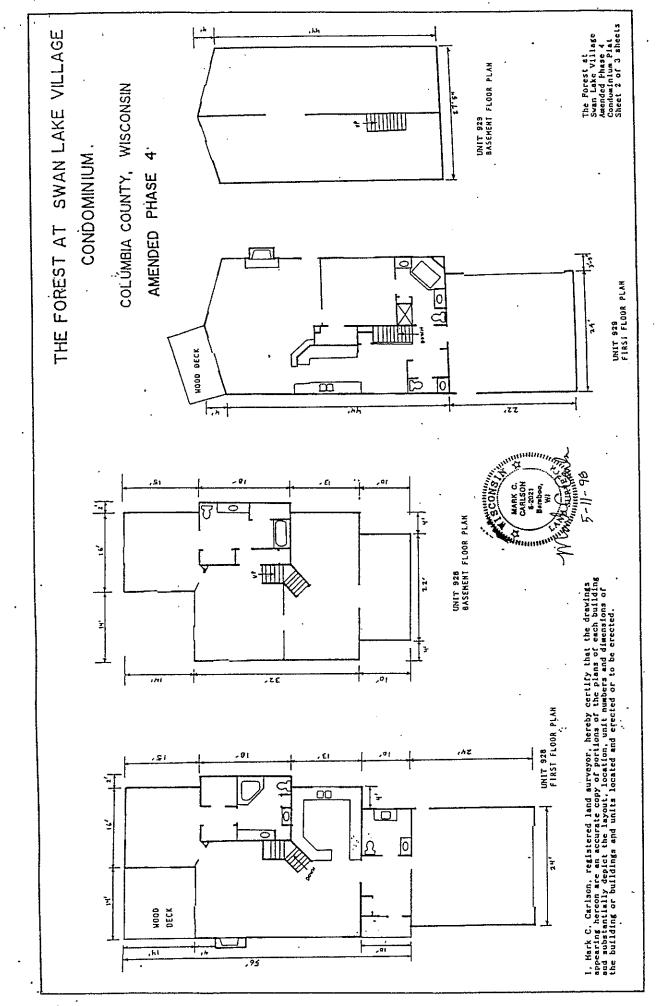
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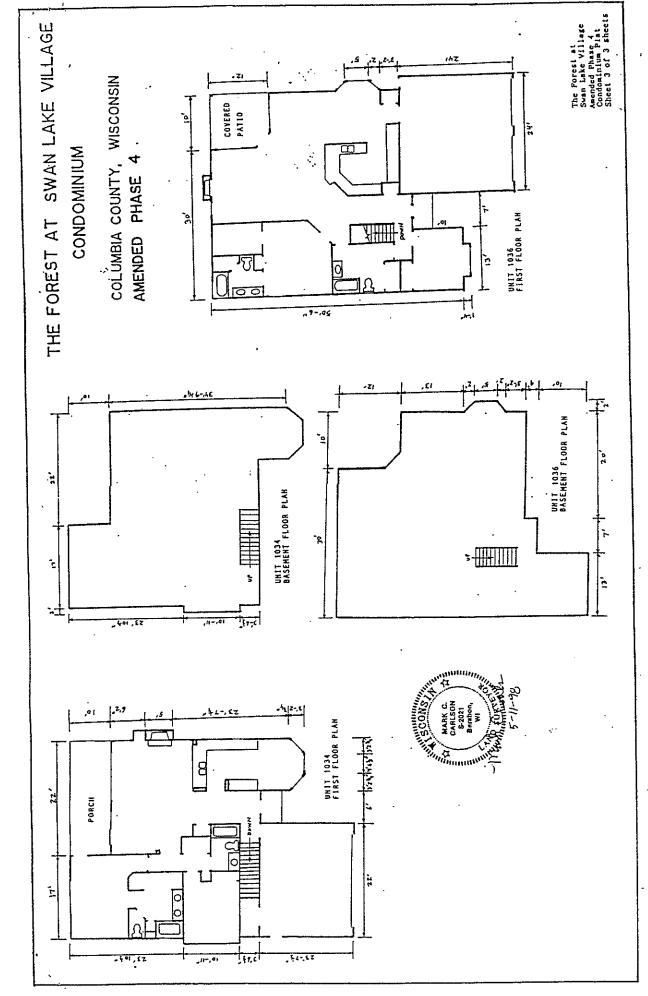
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SWAN LAKE VILAGE CONDONGIN

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Exhibit "A"





Document Title

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THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

SEVENTH AMENDMENT AND FOURTH
SUPPLEMENT TO
CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

This Seventh Amendment and Fourth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 2nd day of December, 1998.

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

DEC 2 1 1998

Reg. of Deeds at 1:55 P

Recording Data

Name and Return Address
MAhlon Kirk
100 SAddle Ridge
Portmae. WI 53901

Parcel Identification Number (PIN

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase in the Condominium Plat attached hereto, ogether with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and

floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The dditional real estate subjected to the provisions of the Declaration hereby is described as follows:

Parcel 1: A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most southerly corner of AMENDED PHASE 4, Parcel 1, The Forest at Swan Lake Village Condominium lying on the west line of an existing access road easement; thence S17°04'W along said west line, 95.36 feet; thence S45°00'W along said west line, 116.00 feet; thence N39°17'W, 179.60 feet to east line of PHASE 2, The Forest at Swan Lake Village Condominium; thence N21°38'E along east line of PHASE 2 and 3, The Forest at Swan Lake Village Condominium, 79.47 feet; thence N30°42'E along said east line, 134.25 feet to most westerly corner of said AMENDED PHASE 4, Parcel 1; thence S39°04'E along southwesterly line of AMENDED PHASE 4, Parcel 1, 199.80 feet to point of beginning. Described parcel contains 0.93 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

Parcel 2: A parcel of land located in Government Lot 4, Section 1 and NE1/4-SE1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southeast corner of AMENDED PHASE 4, Parcel 2, The Forest at Swan Lake Village; thence S1°47'E, 323.00 feet; thence S82°26'W, 61.20 feet; thence N52°13'W, 200.88 feet; thence N5°28'E, 110.38 feet to the most southerly corner of said AMENDED PHASE 4, Parcel 2; thence N66°00'E along south line of said PHASE 4, Parcel 2, 240.73 feet to point of beginning. Described parcel contains 1.19 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, five (5) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said five (5) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are nineteen (19) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number nineteen (19) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4 and 5 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.

- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The Saddle Ridge Corporation

By: //www.

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Elizabeth H. Kirk, Secretary

STATE OF WISCONSIN

) SS

COUNTY OF COLUMBIA

Personally came before me this 21st day of December, 1998, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Gloria M. Kirking

Notary Public, Columbia County, Wisconsin

My Commission:

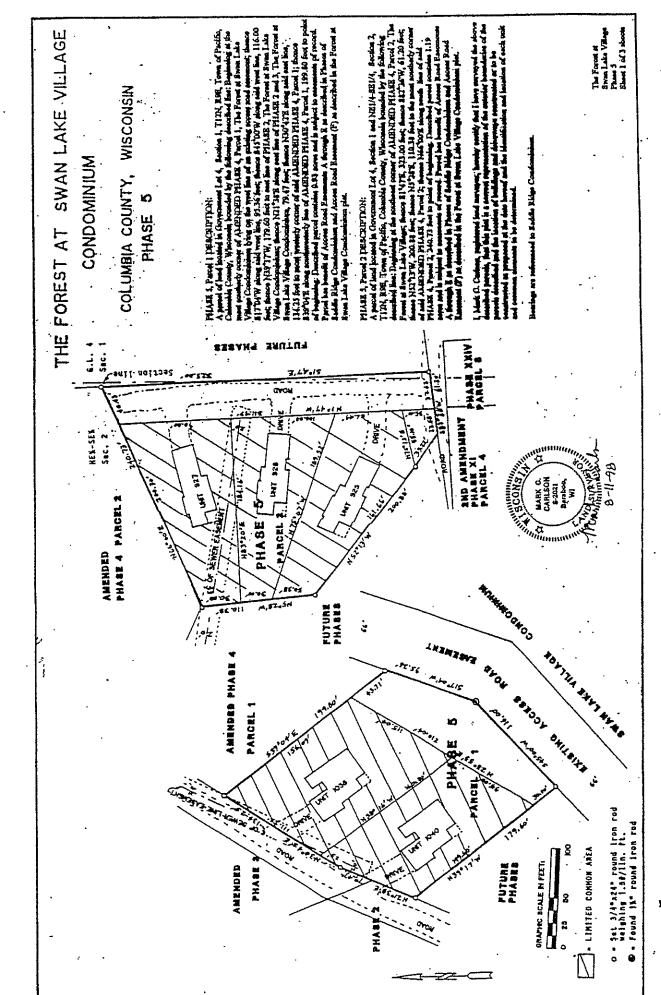
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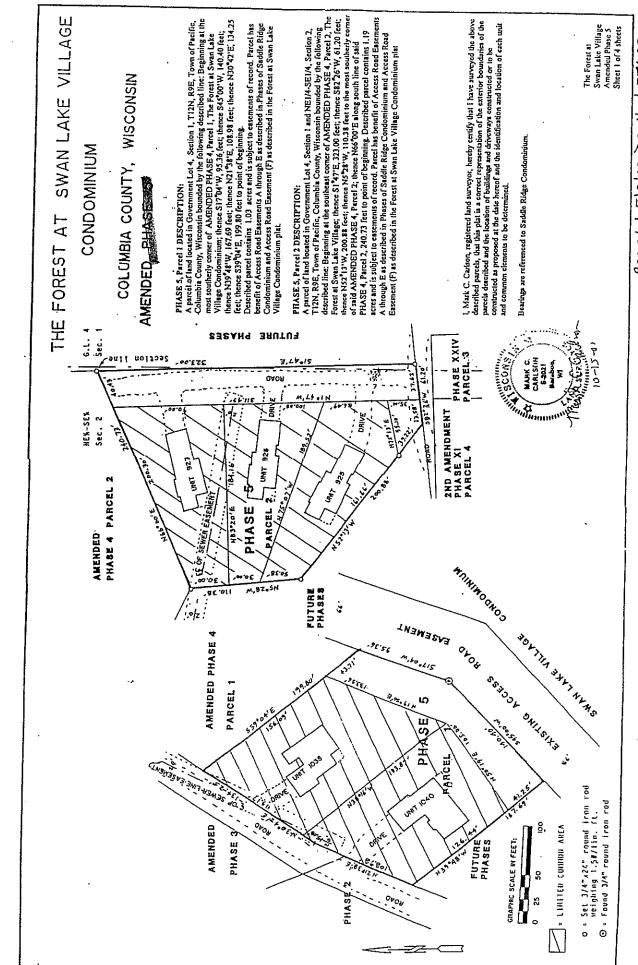
This instrument drafted by:
Attorney Thomas C. Groeneweg
619 Oak Street, P. O. Box 443
Baraboo, WI 53913
a:forestcondominiumassociationdsk/seventh.ame

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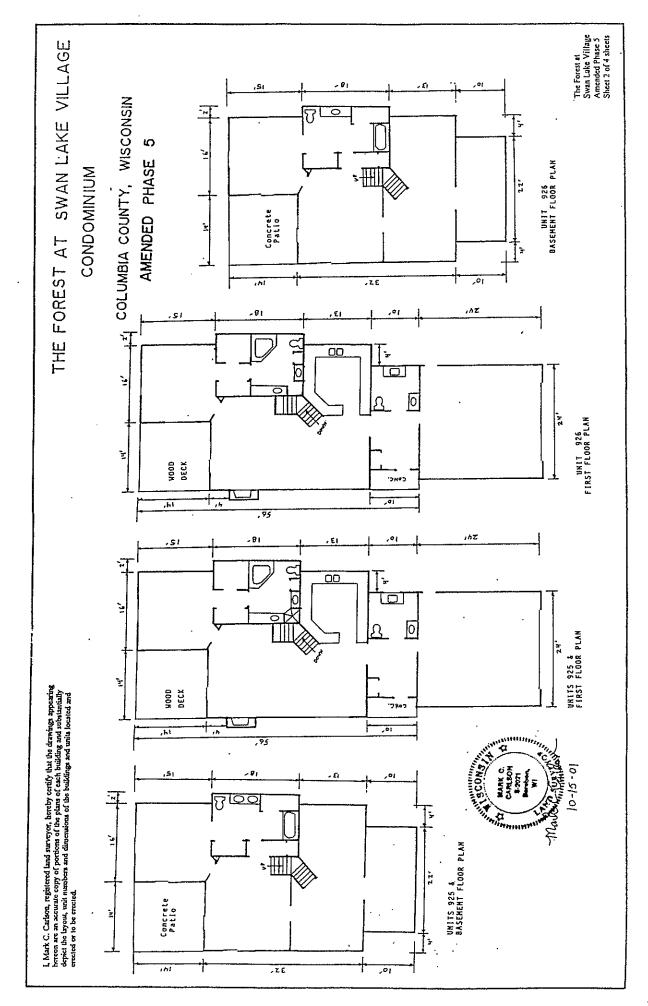


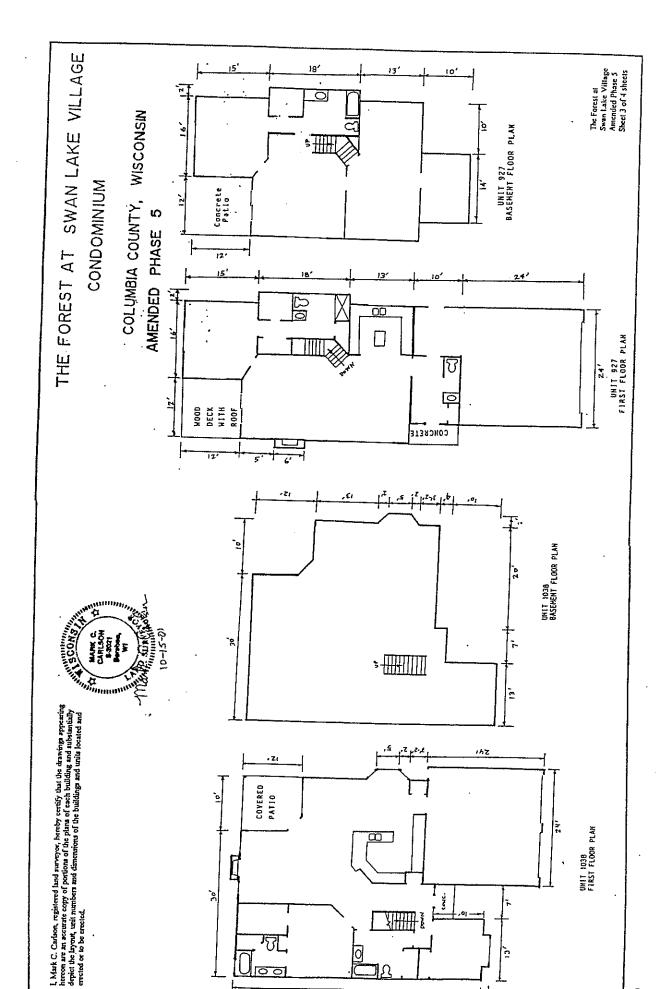
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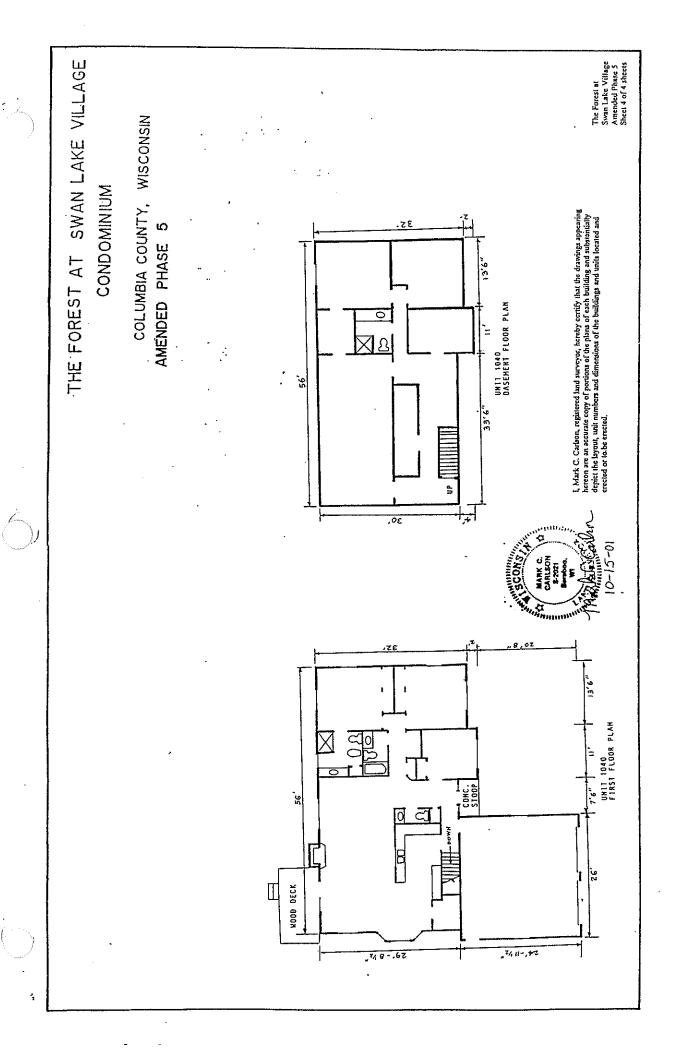


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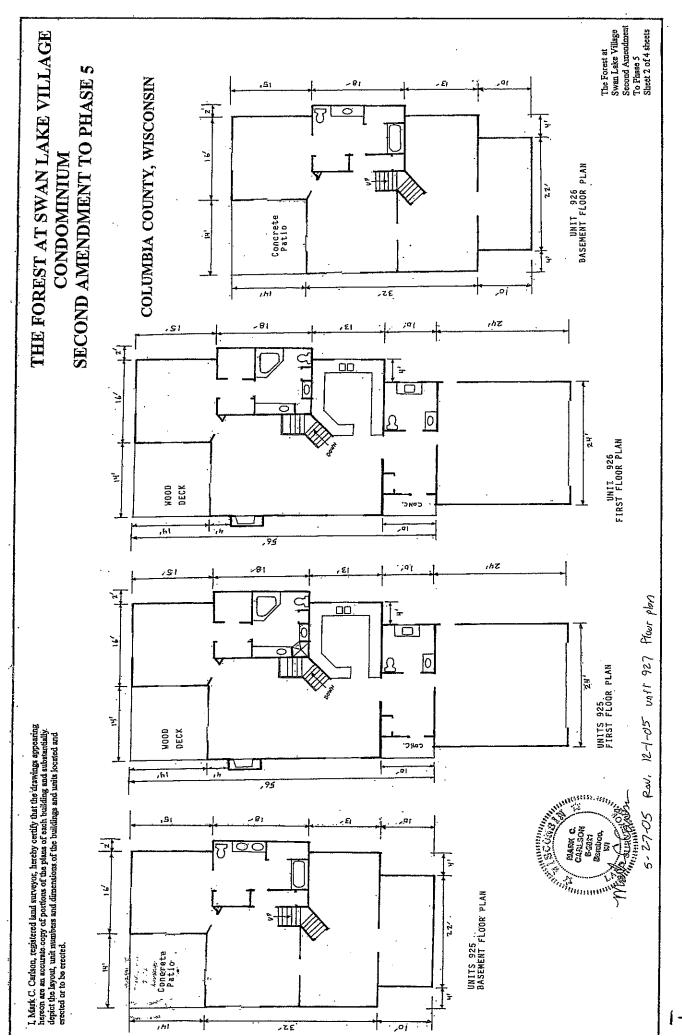


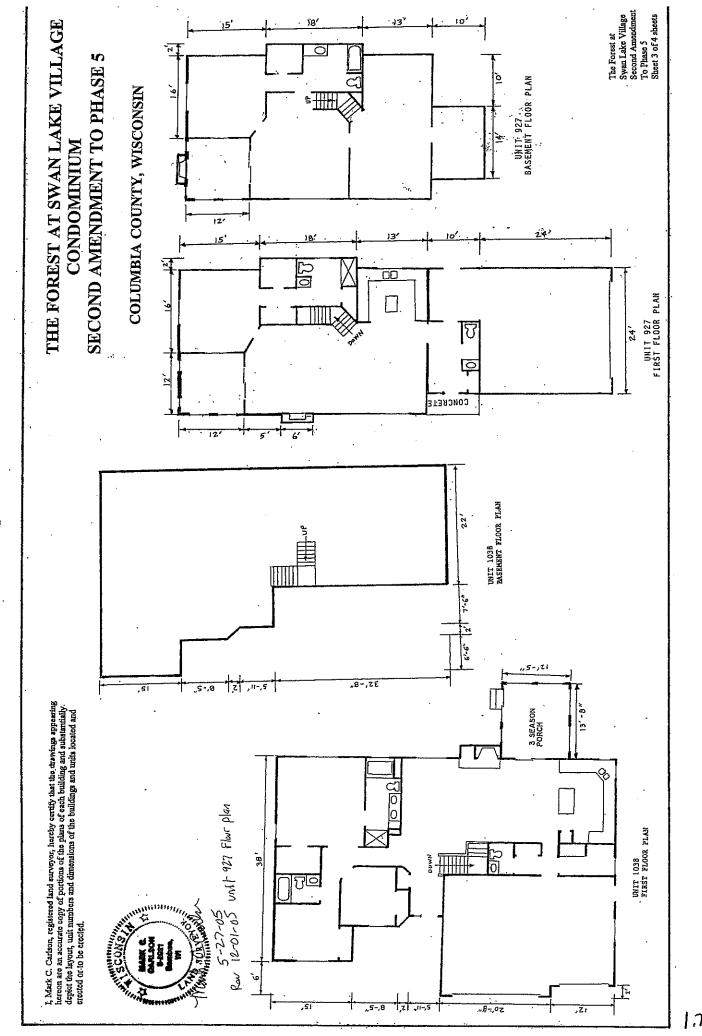
described parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit THE FOREST AT SWAN LAKE VILLAGI A paired of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the thence N39°48'W, 167.69 feet; thence N21°38'B, 108.98 feet; thence N30°42'B, 134.25 feet; thence S39°D4'B, 199.80 feet to point of beginning. I, Mark, C. Carlson, registered land surveyor, hereby certify that I have surveyed the abov Second Amendment benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake described line: Beginning at the southeast comer of AMBNDED PHASE 4, Parcel 2, Th Forest at Swan Lake Village; thence S1 47'E, 323.00 feet; thence S82 26'W, 61.20 feet thence N52°13°W, 200.88 feet; thence N528°W, 110.38 feet to the most southerly com To Phase 5 Sheet 1 of 4 sheets Described parcel contains 1.03 acres and is subject to easements of record. Parcel has acres and is subject to easements of record. Parcel has benefit of Access Road Easemen Swan Lake Village PHASE 4, Percel 2, 240.73 feet to point of beginning. Described percel contains 1.19 A parcel of land located in Government Lot 4, Section 1 and NEI/4-SEI/4, Section 2, most southerly corner of AMENDED PHASE 4, Parcel 1, The Forest at Swan Lake Village Condominium; thence S17'04'W, 95.36 feet; thence S45'00'W, 140.40 feet; T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following A through E as described in Phases of Saddle Ridge Condominium and Access Road of said AMENDED PHASE 4, Parcel 2; thence N66°00'E along south line of said The Forest at Easement (P) as described in the Forest at Swan Lake Village Condominium plat. SECOND AMENDMENT TO PHASE 5 COLUMBIA COUNTY, WISCONSIN CONDOMINIUM Bearings are referenced to Saddle Ridge Condominium and common elements to be determined. PHASE 5, Parcel 2 DESCRIPTION: PHASE 5, Parcel 1 DESCRIPTION: Village Condominium plat. Marining Parkets FUTURE PHASES PHASE XXIV Sec. NOON STANFALL Section line. 5-27-95 QAOR 592"26W 13.58 2ND AMENDMENT PHASE XI PARCEL 4 8 NEW-SEW DRIV Sec. 2 7. UNIT 926 726 TWU UM7 328 PHASE 4 PARCEL 2 /W.ZE.0,71, PARCEL 2. PHASE N83°20'E SEWER EASE Tox AMENDED ģ Annino daos M,BZaSN FUTURE . 99 ESEMENT NO KTIIN NAW THE MANS AMENDED PHASE 4 OF OF -9E-56 k3.71 P. Coppe 95 EE/. PARCEL 1 Ŋ ONILS IX SE oco, Yan PHA SEWERLINE EASEMENTS MARCEL. O = Set 3/4"x24" round iron rod weighing i.5#/lin. ft. ⊙ = Found 3/4" round iron rod unit idao OPOR 8 - LIMITED COMMON AREA AMENDED PHASE 3 FUTURE PHASES GRAPHIC SCALE IN FEET; ONON PHASE 52 72

unit 927 Flurplan

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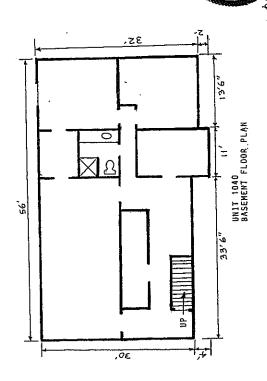
8





THE FOREST AT SWAN LAKE VILLAGE SECOND AMENDMENT TO PHASE 5 CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

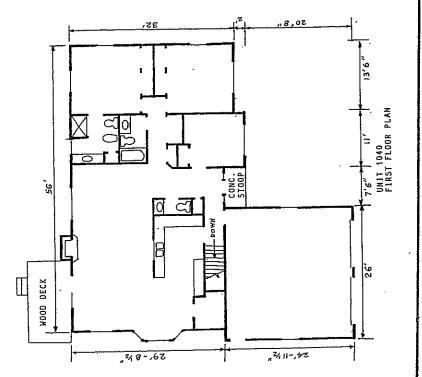


I, Mark C. Carlson, registered land surveyor, heroby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, unit numbers and dimensions of the buildings and units located and erected or to be exected.

unil 927 Flouplan

5-27-05 Rev 12-1-05

The Forest at Swan Lake Village Second-Amendment to Phase 5 Sheet 4 of 4 sheets



Document Title

Document Number

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

EIGHTH AMENDMENT AND FIFTH SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Eighth Amendment and Fifth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 27th day of May, 1999.

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

1

JUN 3 1999

Danny Jule

Reg. of Deeds at 11:30 AM

Recording Data

Name and Return Address

To

Parcel Identification Number (PIN)

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and

approximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southeast corner of PHASE XXIV, Parcel 3, Saddle Ridge Condominium; thence North along east line of said Parcel 3, 73.45 feet; thence West along north line of said Parcel 3, 80.00 feet; thence N3°15'30"E, 132.25 feet; thence East, 118.47 feet; thence South 217.18 feet; thence N75°44'W, 47.45 feet to point of beginning. Described parcel contains 0.454 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, two (2) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said two (2) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are twenty-one (21) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 3, 4, 5 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number twenty-one (21) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5 and 6 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The Saddle Ridge Corporation

Mahlon Kirk, President

(SEAL)

By: MAN Adurk (SEAL)

Flizabeth H. Kirk, Secretary

STATE OF WISCONSIN) SS COUNTY OF COLUMBIA)

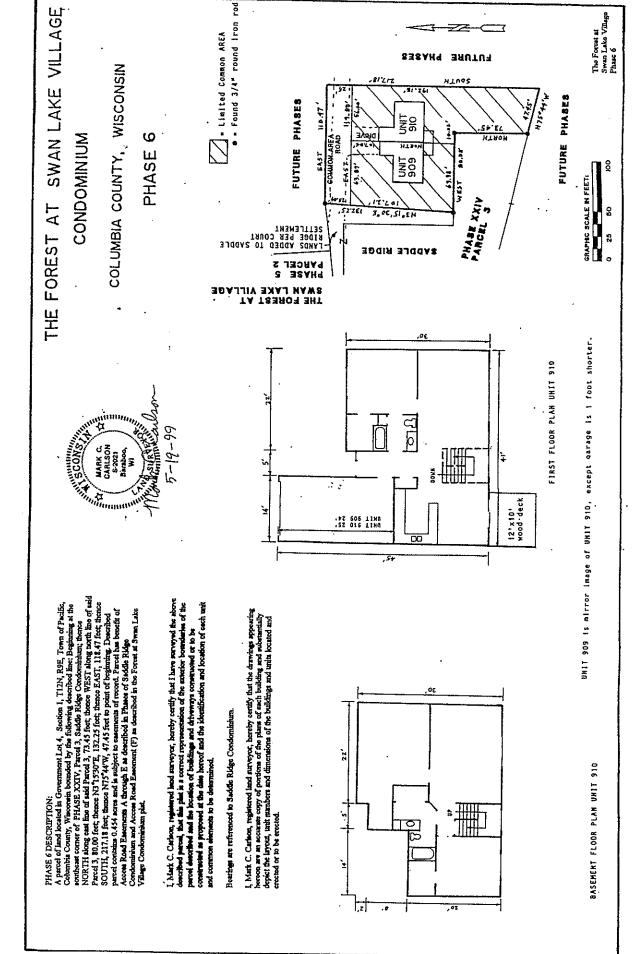
Personally came before me this 27 th day of May, 1999, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Gloria M. Kirking

Notary Public, Columbia County, Wisconsin My Commission: expires: 02/20/2000

This instrument drafted by:
Attorney Thomas C. Groeneweg
619 Oak Street, P. O. Box 443
Baraboo, WI 53913
a:forestcondominiumassociationdsk/eighth.ame





Amendment & Supplement to Condominium Declaration

Document Tide

624001

Document Number

STATE OF WISCONSU COLUMBIA COUNTY RECEIVED FOR RECORD

JUL 1 7 2000

Reg. of Doeds at 1:00 PM

Recording Area

Name and Return Address

TCI

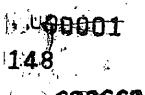
11032-1300.921 - .924

Parcel Identification Number (PIN)

Re-record to correct last two pages re: plat & floor plan as of July 5, 2000.

1 - 79

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96



ocument Number

NINTH AMENDMENT AND SIXTH SUPPLEMENT TO CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

Document Title

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Ninth Amendment and Sixth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 16th day of June, 2000.

1. STATEMENT OF DECLARATION.

STATE OF WISCONSIP] CO BOLLIMBIA COUNTY] CO FRECEIVED FOR RECORD JUL 7 2000

Recording Data

Name and Return Address

TC

032-1300-921-924
Parcel Identification Number (PIN)

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter the improvements constructed or to be constructed thereon to the condominium form of ownership as a part THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described at Phase 7 in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and oximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The lional real estate subjected to the provisions of the Declaration hereby is described as follows:

nn0005

0149

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southwest corner of PHASE 5, Parcel 2, The Forest At Swan Lake Condominium; thence S52°13'E along south line of said Parcel 2, 200.88 feet; thence S82°26'W, 128.20 feet; thence S54°30'W along north line of 2nd Amendment to Phase VIII, Saddle Ridge Condominium, 80.00 feet; thence S84°30'W along said north line, 135.00 feet to southeast corner of 2nd Amendment to PHASE XI, Parcel 3, Saddle Ridge Condominium; thence N14°30'E along east line of said 2nd Amendment to PHASE XI, Parcel 3, 129.73 feet; thence S88°43'E, 76.12 feet; thence N38°09'E, 95.93 feet to point of beginning. Described parcel contains 0.715 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, four (4) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said four (4) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are twenty-five (25) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common mements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6 and 7 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number twenty-five (25) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6 and 7 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

00003 0150

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

	The Saddle Ridge Corporation	
	By: Mahlon Kirk, President	SEAL
	By: All Secretary (Secretary)	SEAL)
STATE OF WISCONSIN)		
) SS COUNTY OF COLUMBIA)		
Personally came before me thi Elizabeth H. Kirk, Secretary, of The the foregoing instrument and acknowled	is 19th day of June, 2000, the above-named Mahlon Kirk, Preside Saddle Ridge Corporation, to me known to be the persons who exedge the same.	nt, and
);	Brana & Burnstad	
	Notary Public, Columbia County, Wisconsin My Commission: 90103	

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913

a:forestcondominiumassociationdsk/ninth.ame

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN PHASE 7

A parcel of Description.

A parcel of Land contract in Government Lot 4, Section 1, T12N, R9E, Town of Practic, Columbia County, Wiscontain bounded by the fullowing described line: Beginning at the coultwest corner of PHASE 5, Parcel 2, The Forast At Swan Lake Condominium; the coultwest corner of PHASE 2, Parcel 3, 1205 Sect. Honce S82*26W, 132*20 feet, thence S84*30W, along north line of 2nd Amandment to Phase VIII. Saddle Ridge Condominium, 80.00 feet, thence S84*30W along said north line, 135.00 feet to poutness corner of 2nd Amandment to PHASE XI, Parcel 3, Saddle Ridge Condominium; 80.00 feet, thence S84*30W along said north line, 135.00 feet to poutness ormer of 2nd Amandment to PHASE XI, Parcel 3, 129.73 feet, thence S88*43E, 76.12 feet; thence N38*99E, 59.593 feet to point of beginning. Described Access Road Examents A through E as described in Phases of Saddle Ridge Condominium and Access Road Examents A through E as described in Phases of Saddle Ridge Condominium and Access Road Examents (F) as described in the Forest at Swan Lake Village Condominium plat. PHASE 7 DESCRIPTION:

I, Mark C. Carlson, regalered land surveyor, hereby cardfy that I have surveyed the above described parcel, that this plut is a correct representation of the extentor boundaries of the parcel described and the location of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and common elements to be determined.

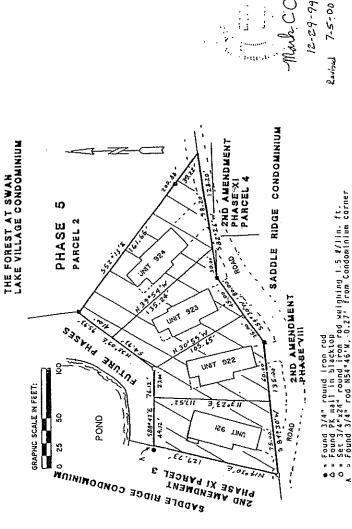
Bearings are referenced to Saddle Ridge Condominium.

-Mark C Call

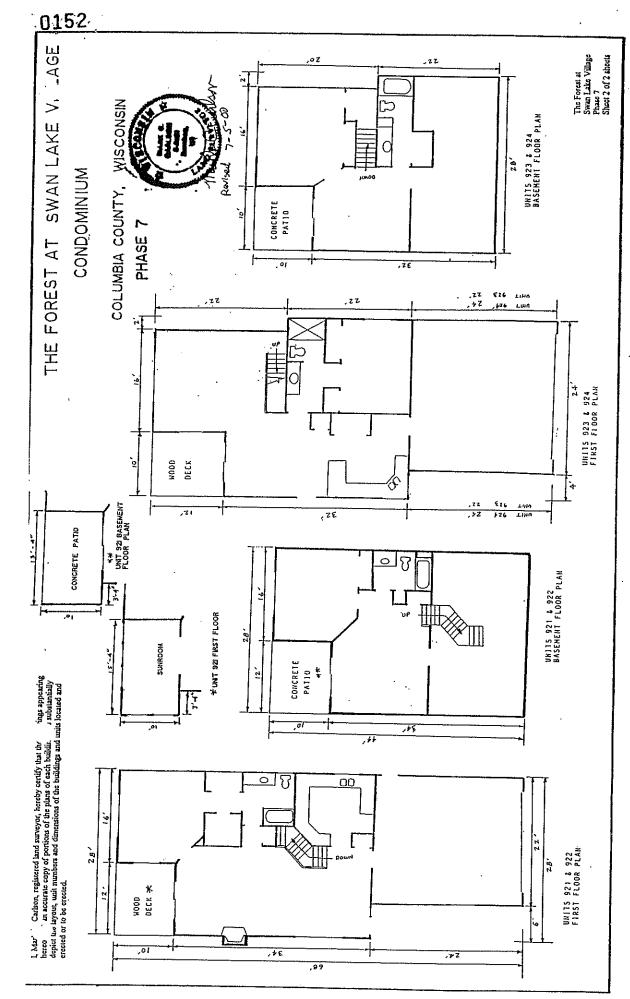
1). | ¥ | 4)

12-29-99

I, Mark C, Carlson, registered land surveyor, hereby certify that the drawing appearing decora are an accurate copy of portions of the plans of each building and substantially depict the layout, wit numbers and dimensions of the buildings and units located and excelled to the percent.



Z = LIMITED CUMMON AREA



áment Number

TENTH AMENDMENT AND SEVENTH SUPPLEMENT TO CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

Document Title

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Tenth Amendment and Seventh Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 11th day of September, 2000.

1. STATEMENT OF DECLARATION.

STATE OF WISCONS! | S'
COLUMBIA COUNTY | S'
RECEIVED FOR RECORD

SEP 1-1 2000

Reg. of Deeds at 1:10 PM

Recording Data

Name and Return Address

TCI

032-1300. 914 + 1300. 912 Parcel Identification Number (PIN)

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto

and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southeast corner of PHASE 6, The Forest At Swan Lake Condominium; thence NORTH along east line of said PHASE 6, 217.18 feet to northeast corner of said PHASE 6; thence N70°21'E, 74.33 feet; thence N60°09'E, 80.70 feet; thence SOUTH, 282.35 feet; thence WEST, 140.00 feet to point of beginning. Described parcel contains 0.79 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, two (2) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said two (2) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- As of the effective date hereof, there are twenty-five (25) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7 and 8 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number twenty-seven (27) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7 and 8 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The	Saddle Ridge Corporation	
By:	Mahlon Kirk, President	(SEAL)
By:	Plizabeth H. Kirk, Secretary	(SEAL)

STATE OF WISCONSIN) SS COUNTY OF COLUMBIA)

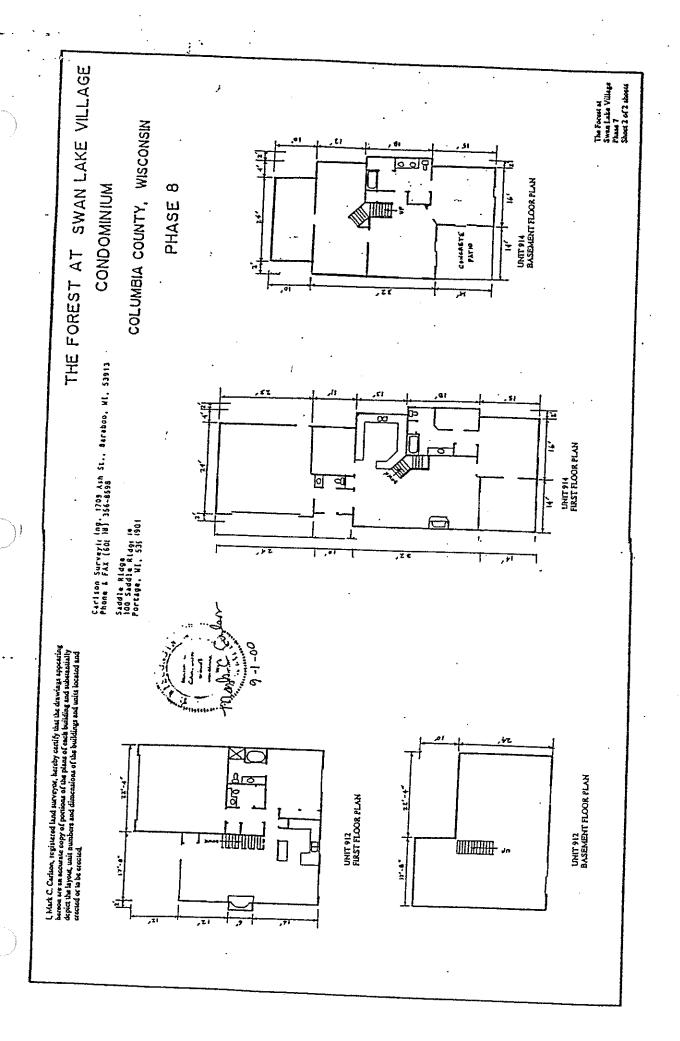
Personally came before me this 11 H day of September, 2000, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Columbia County, Wisconsin My Commission: expires 3/24/02

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913

a:forestcondominiumassociationdsk/tenth.ame

THE FOREST AT SWAN LAKE VILLAGE The Forest at Swan Lake Village Phase & Shoet I of 2 sheets Southeast comes of PHASE 6, The Forest At Swan Lake Condominium; beginning as use NORTH slope cast like of the Forest At Swan Lake Condominium; thence is these ATO'S 12 74.33 (cut bence NOV'9F, 30.70 feet to northeast corner of said PHASE feet thence WHST, I thus Of feet to point of bence SOUTH, 212.35 feets and is subject to estatement of record, Parcel bas benefit opassing 0.79 A brough Easternbed in Phase of Saddia Ridge Condominium and Access Road Easternett (F) as therethod in the Forest at Swan Lake Village Condominium plat. COLUMBIA COUNTY, WISCONSIN I, Mark C, Carlson, registered land surveyor, beteby certify that I have surveyed the above described percel, that this plat is a correct representation of the exterior boundaries constructed as proposed and the location of buildings and driveways constructed or to be constructed as proposed at the date becoof and the idealistication and location of each unit Section I, TI2N, R9E, Town of Pecifis I, Mut C. Cutiun, registered land surveyor, hereby certify that the drawings appearing depict the layout, unit numbers and dimensions of the plans of each building and substantially effected or to be exected or to be exected. CONDOMINIUM $\boldsymbol{\omega}$ Carlson Surveying, 1709 Ash St., Baraboo, Wi, 51913 Phone & FAX (60d) 356-8596 PHASE Betrings are referenced to Saddle Ridge Condominium. A parcel of land located in Government Lot 4, Columbia County, Wisconsia bounded by the f 00-1-6 Saddle Ridge 100 Saddle Ridge. Portage, Wi. 53601 FUTURE PHASES O = Set 3/4"x24" round from rod weighing 1.5#Nin. A. FUTURE PHASES FUTURE PHASES Limited Common Area THE FOREST AT SWAN LAKE WILLAGE & SWATH 217.1 8 GRAPHIC SCALE IN PEET! ŝ 52



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ELEVENTH AMENDMENT AND EIGHTH
SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

ocument Number

Document Title

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Eleventh Amendment and Eighth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 20th day of November, 2000.

STATE OF WISCONS! COLUMBIA COUNTY COLUMBIA COUNTY CORD

NOV 2 1 2000

Berny July Reg. of Deeds at 5: 00 A M

Recording Data

Name and Return Address

TCI

D32-1300.916
Parcel Identification Number (PIN)

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase on the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto

and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southeast corner of PHASE 8, The Forest At Swan Lake Condominium; thence NORTH along east line of said PHASE 8, 282.35 feet to northeast corner of said PHASE 8; thence S52°09'E, 87.28 feet; thence S3°32'W, 213.70 feet; thence S74°28'W, 57.87 feet to point of beginning. Described parcel contains 0.358 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, one (1) condominium unit is annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said one (1) additional unit to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are twenty-six (26) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8 and 9 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number twenty-28 (28) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8 and 9 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

> The Saddle Ridge Corporation (SEAL) (SEAL)

STATE OF WISCONSIN)SS COUNTY OF COLUMBIA

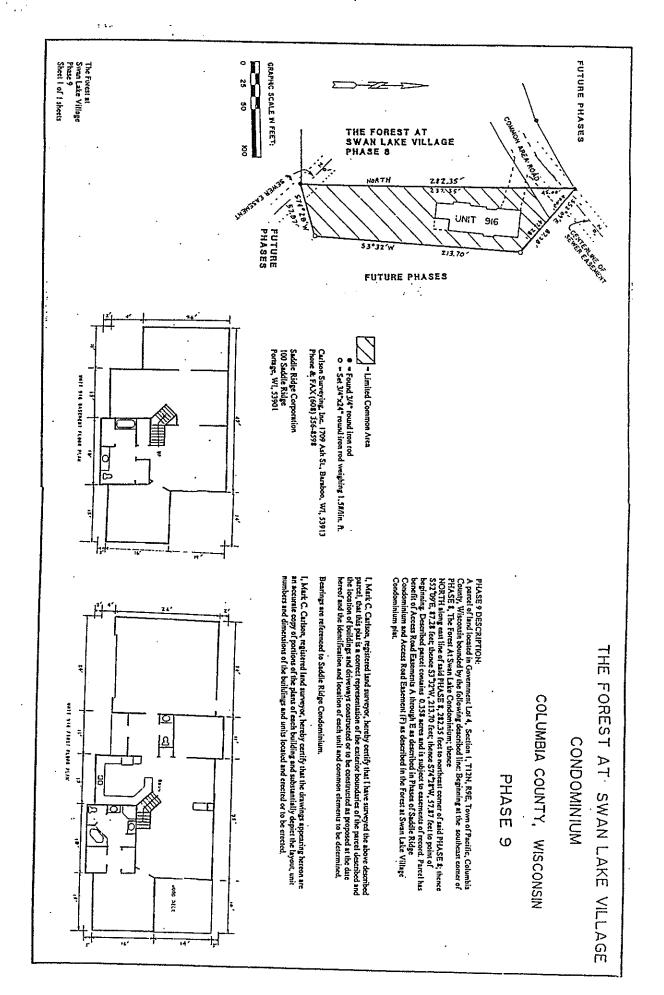
Personally came before me this 20th day of November, 2000, the above-named Mahlon Kirk President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Columbia County, Wisconsin

My Commission: expires 3/24/02

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913

a:forestcondominiumassociationdsk/eleventh.ame



Document Number

TWELFTH AMENDMENT AND NINTH SUPPLEMENT TO CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

Document Title

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Twelfth Amendment and Ninth Supplement to the Condominium Declaration of Easements, Restrictions. Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. made this 26th day of April, 2001.

1. STATEMENT OF DECLARATION.

STATE OF WISCONS** ? CCLUMBIA COUNTY . RECEIVED FOR RECORD

APR 3 0 2001

Reg. of Deeds at 1:20 PM

Recording Data

Name and Return Address
Studdle Rodge loop
100 Studdle Rodge
Poitage WI 53901

Parcel Identification Number (PIN)

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase 10 in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is

TWELFTH AMENDMENT AND NINTH SUPPLEMENT TO CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

Document Title

Document Number

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Twelfth Amendment and Ninth Supplement to the Condominium Declaration of Easements, Restrictions. Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. made this 26th day of April, 2001.

STATEMENT OF DECLARATION.

STATE OF WISCONS** ? COLUMBIA COUNTY . RECEIVED FOR RECORD

APR 3 0 2001

Beg. of Deeds at 1:20 PM

Recording Data

Name and Return Address
Stiddle Rodge lorp
Low Stiddle Rodge
Postage WI F3901

Parcel Identification Number (PIN)

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and ensements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase 10 in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, four (4) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 10 thereto, including floor plans for units 918, 951, 1060 and 1062.

By reason of this Supplement, Amendment and the annexation of the said four (4) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are thirty (30) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty (30) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1. 2, 3, 4, 5, 6, 7, 8, 9 and 10 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The Saddle Ridge Corporation

(SEAL)

Mahlon Kirk, President

By:

By:

lizabeth H Kirk Secretary

STATE OF WISCONSIN) SS COUNTY OF COLUMBIA)

Personally came before me this 31 h day of April, 2001, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Mara. of Elmwtad

Notary Public, Columbia County, Wisconsin My Commission: 4/07/6

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913

a:forestcondominiumassociationdsk/eleventh.ame

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

FUTURE PHASES

(NJMJS)T KJMJS

<u>_</u> PHASE

\$80.3530°E, 239.31 fect to west line of Amended PHASE3. The Forest At Swan Lake Village Condominium; thence \$25.553W along said west line, 226.53 feet to southwest comer of said Annended PHASE 2; thence \$65.32°W, 105.45 feet to point of beginning. Described arect contains through Es and a subject to eassements of record. Parcel has benefit of Access Road Externents through Es a described in Phases of Saddle Ridge Condominium and Access Road Externents A described in the Forest at Swan Lake Village Condominium plat. County, Wisconsin bounded by the following described line: Beginning at the southeast comer of PHASE 9, The Forest At Swan Lake Condominium; thence NJ 32E along east line of said PHASE A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia 9, 213.70 feet to northeast corner of said PHASE 9, thence N32*09W along north line of said PHASE 9, thence N37*05%, 34.44 feet, thence

THE FOREST AMENDED PHASE 3

PHASE 10 PARCEL 1

102.52V

F,ZE,EN

THE FOREST AT SWAN LAKE VILLAGE

EAST

07.512

43.28,E

818

TINU

PHASE 10, Parcel 2 DESCRIPTION:

A pared of land located in Queenment Lot 4 & NEI/4. SELIA. Section 1, T12N, R9E, Town of Positio, Columbia County, Wisconsin bounded by the following described line: Beginning at the most sontherly corner of PHASE XXX, Saddle Ridge Condominium; thence SAT3TV4 along west line of said PHASE XXX; thence NY3TY4 along west 49.7 Fet; thence N29*58*W, 156.0 Fet lo said line of Access Road Easement (C); thence NY3TY3DE, NY3Xe along stand fast line 40.00 Fee; thence SYT*20E, 158.12 Fee; thence SXZ*0E, 266.18 feet to nontheast comer of said PHASE XXX; thence NS3TY0W, along north is subject to easements of record. Parcel has benefit of Access Road Easements of Anough East described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

PHASE 10, Parcel 3 DESCRIPTION:
A parcel of land located in NEI/4-SEI/4, Section 1, T12N, R9E, Town of Pacific, Columbia
Pourty, Wisconsin bounded by the following described line: Beginning at the nontheast comer of
PHASE V, Saddle Ridge Condominium; thence N66*33W along north line of said PHASE V, \$5,02
feet; thence N375 STE, 2364 feet to west line of 2nd Amendement to PHASE XI, Parcel 2, Saddle
Ridge Condominium; thence S272*ZZE along said west line 90.00 feet to southwest conner of said 2nd Amendment to PILASE XI, Parcel 2; thence Southwesterly on a curve to the left, radius 562.00 feet, whose chord bears 53745'W, 276.06 feet to point of beginning.

Described parcel contains 0,503 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Plases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake-Village Condominium plat.

I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and common elements to be determined.

Curlson Surveying, Inc. 1709 Ash St., Baraboo, WI, 53913 Phone & FAX (608) 356-8598

Saddle Ridge Corporation 100 Saddle Ridge Portage, WI, 53901

● Found 11/4* round iron rod
● : Found 3/4* round iron rod
○ = Set 3/4*×2/4* round iron rod weighing 1,5///lin, A.

Limited Common Area

GRAPHIC SCALE IN FEET

Testo services

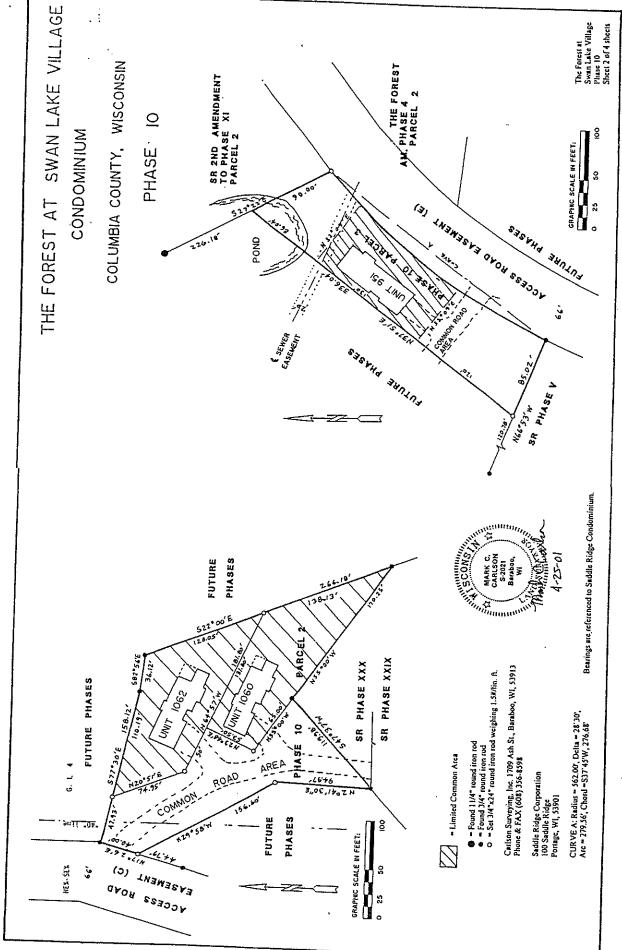
FUTURE PHASES

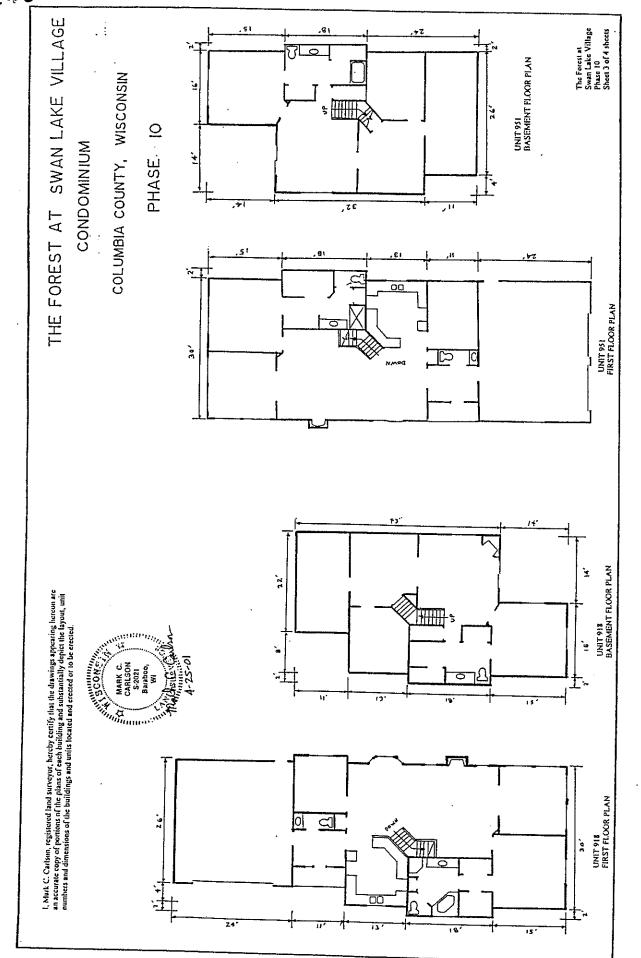
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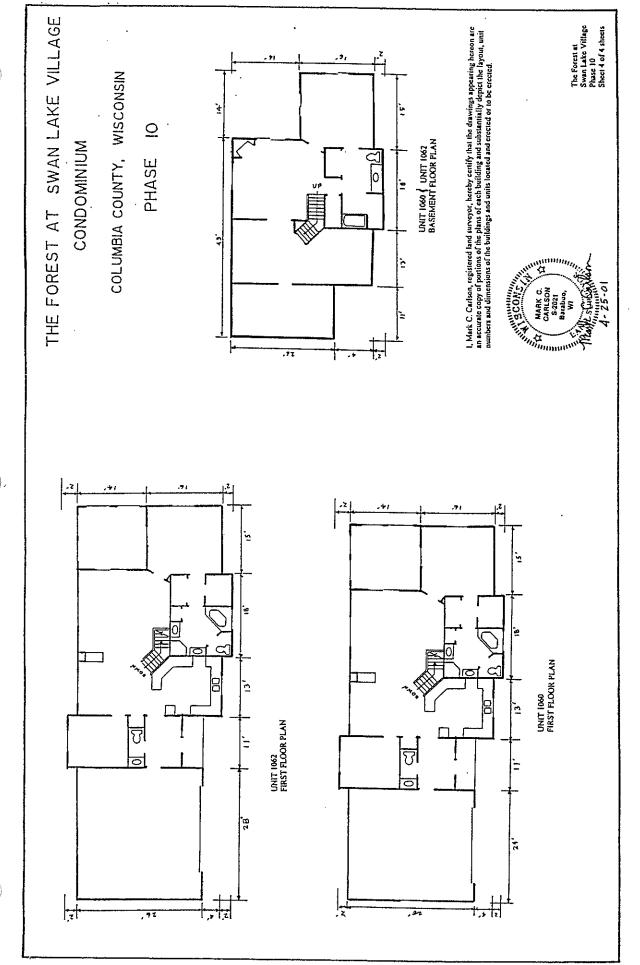
33

Bearings are referenced to Saddle Ridge Condominium.

The Forest at Swan Lake Village Phase 10 Sheet 1 of 4 sheets





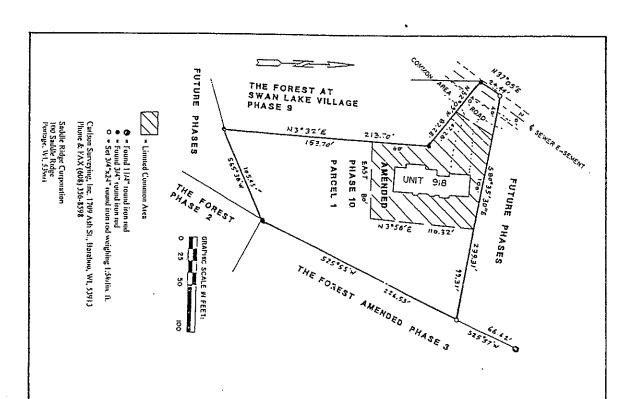


637890 AFFIDAVIT STATE OF WISCONSIN SS Document Number COLUMBIA COUNTY Document Title RECEIVED FOR RECORD STATE OF WISCONSIN JUN 8 2001) SS COUNTY OF SAUK THOMAS C. GROENEWEG ("Affiant"), being first duly sworn on oath, deposes and states that: Recording Data Affiant drafted a document entitled "Twelfth Amendment and Ninth Supplement to Condominium Declaration of Easements, Restrictions, Covenants and Conditions:" Name and Return Address The Saddle Ridge Corporation Said Twelfth Amendment was recorded in the 2. Saddle Ridge Office of the Register of Deeds for Columbia County, Wisconsin on April 30, 2001, as Document No. 635611 ("The Hortage, WI 53901 Amendment"). The unit numbers for Unit Nos. 1060 and 1062 as set forth in paragraph 3 of the Amendment, and on the Condominium Plat attached to the Amendment were incorrectly stated. The correct number for the unit referred to in the Amendment and on the plat as Unit 1060 is Unit 1160. The correct number for the unit referred to in the Amendment and on the plat as Unit 1062 is 5. Unit 1162. Attached is an Amended Condominium Plat for Phase 10 which correctly refers to the above units as Units 1160 and 1162. The attached Amended Condominium Plat for Phase 10 has been further amended to reflect certain corrections in the floor plans of the units.

Subscribed and sworn to before me day of May, 2001.

Sauk County, WI My Commission: 01-09-05

This instrument drafted by: Attorney Thomas C. Groeneweg



THE FOREST CONDOMINIUM ΑŢ SWAN LAKE VILLAGE

COLUMBIA COUNTY, WISCONSIN

AMENDED PHASE $\overline{\circ}$

Crimity, Wiscomain bounded by the following described line: Reginning at the southeast corner of PHASE? 9, The Fuest At Swan Lake Condominium; thence NJ 192E along east line of said PHASE! 9, 113-18 feet to mortheast corner of said PHASE? 9, thence NJ 199W along porth line of said PHASE? 9, thence NJ 199W along porth line of said PHASE 9, thence NJ 199W along porth line of said PHASE 9, thence NJ 199W along porth line of Said PHASE 9, thence NJ 199E; 24.44 feet; thonce SK 1939OFC, 239.31 feet to west line of Aniended PHASE 3, The Fuest At Swan Lake Village Condominium; thence SJ 199W along said west line, 276.53 feet to southwest corner of said Aniended PHASE 3; thence SS 189W, 105.45 feet to point of beginning. Described parcel contains of NI acres and is subject to reasements of record. Purcel has benefit of Acress Rusal Easements A 1990 and 1990 and 1990 are the said of the NI 1990 and 1990 are the NI 1990 are the NI 1990 and 1990 are the NI 1990 are the NI 1990 are the NI 1990 and 1990 are the NI 1990 are the N AMENDED PHASE 10, Parcel 1 DESCRIPTION: A pared of land located in Government Lot 4. Section 1, T12N, R9E, Town of Facilite, Columbia described in the Forest at Swan Lake Village Condominium plat. through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as

AMENDED PHASE 10, Parcel 2 DESCRIPTION;

A parcel of land located in Government Lot 4 & NEIJ4-SEFA, Section 1, Y12N, R9E, Town of Fracilic, Columbra County, Wisconsin bounded by the following described line: Beginning at the unest matherly corner of PHASE XXX, Saddle Ridge Condominium; thence S47° JTW slong west line of said PHASE XXX, 149 98 feet to sunthwest corner of said PHASE XXX; thence N2° J70° E, 94,97 feet; thence N29° S-W, 156,60 feet in east line of Access Road Basement (C); thence N1° J70° E, 94,97 feet; thence N29° S-W, 156,60 feet in east line of HASE XXX; thence S82° S6F, 36 12 feet, thence S22° S6F, 36 18 feet in mortheast corner of said PHASE XXX; thence N55° D6W along worth line said PHASE XXX, 170.25 feet in point of beginning Described parcel contains 0.923 access and is subject to ensurements of record, Parcel has benefit of Access Road Eastments A through E as the subject to ensurements of record, Parcel has benefit of Access Road Eastments A through E as ilie Forest at Swan Lake Villuge Condominium plat. Rescribed in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in

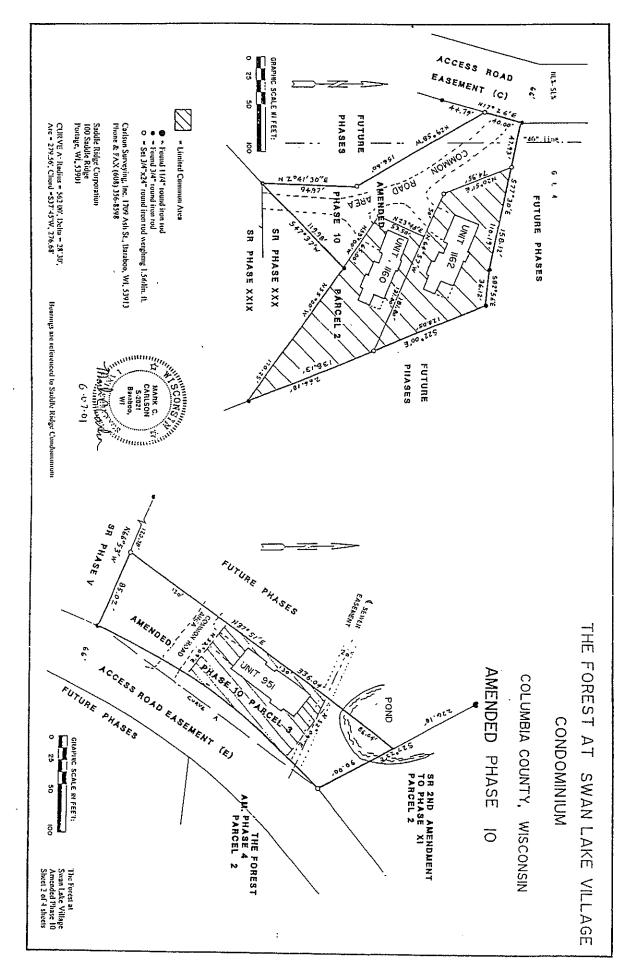
AMENDED PHASE to, Parcel 3 DESCRIPTION:
A parcel of land docated in MEIA-SELIA, Section 1, T12N, R9E, Town of Pactific, Columbia Country, Wisconsin bounded by the following described line, Beginning at the northeast corner of PHASE V, Saddle Ridge Condominium; thence N66*33W along morth line of said PHASE V, 826,02 feet; thence R37*51'E, J3n,04 feet to west line of 2nd Amendment to PHASE XI, Parcel 2, Saddle Ridge Condominium; thence S27*22'E along said west line, 90,00 feet to southwest corner of said 2nd Amendment to PHASE XI, Parcel 2, thence Southwestely on a curve to the left, radius 562.00 feet to make the southwestely on a curve to the left, radius 562.00 feet to southwestely on a curve to the left, radius 562.00 feet to point of Deginning. Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat Described parcel contains 0.503 seres and is subject to essentents of record. Parcel has benefit of Access Road Easements & through E as described in Pleases of Saddle Ridge Condominium and

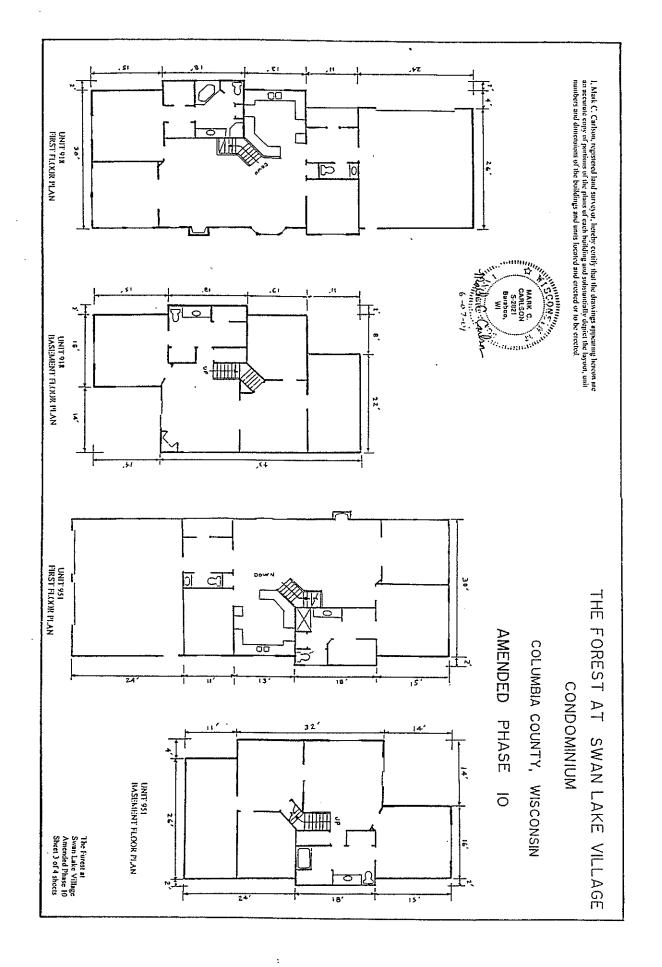
and only 6-07-01

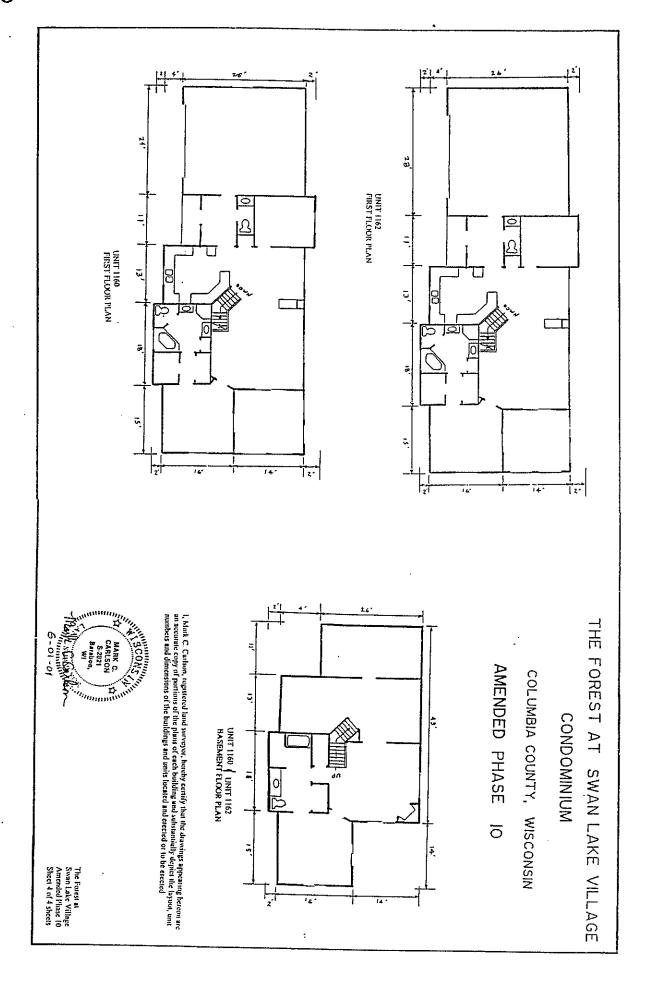
Swan Lake Village Amended Phase III

f. Mink (* Carbain, registered hand surveyor, hereby certify that I have surveyed the altime described pureds, that this pith its a correct representation of the exterior humbanes of the pracels described and the location of buildings and driveways constincted or to be constitued as proposed at the date between failed and the identification and location of each unit and common elements to be determined.

Bearings are referenced to Saddle Ridge Conduminum







9-17 **3**

660399

Document Number

THIRTEENTH AMENDMENT AND TENTH
SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

Document Title

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Thirteenth Amendment and Tenth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 24th day of June, 2002.

STATE OF WISCONSIN SS COLUMBIA COUNTY RECEIVED FOR RECORD

JUN 27 2002

Rea, of DEAUS BL 8:00AM

Recording Data

Name and Return Address

CCTC

Parcel Identification Number (PIN)

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase 12 in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto

attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

PHASE 11 DESCRIPTION:

1

A parcel of land located in NE ¼ SE ¼, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most northerly corner of PHASE V, Saddle Ridge Condominium; thence N49°00'E, 393.05 feet to the west line of 2nd Amendment to PHASE XI, Parcel 2, Saddle Ridge Condominium; thence S27°22'E along said west line, 45.00 feet to northerly corner of The Forest at Swan Lake Village, Phase 10, Parcel 3; thence S37°51'W along west line of said Phase 10, 336.04 feet to southwest corner of said Phase 10; thence N66°53'W along north line of said Phase V, 120.78 feet to point of beginning.

Described parcel contains 0.65 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, one (1) condominium unit is annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 11 thereto, including floor plans for unit 952...

By reason of this Supplement, Amendment and the annexation of the said one (1) additional unit to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are thirty-one (31) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty-one (31) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such

5

restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

By: Mahlon Kirk, President

By: All Mahlon Kirk, President

By: Elizabeth H. Kirk, Secretary (SEAL)

Personally came before me this 21th day of June, 2002, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

* DIANA L. BURNSTAD

Notary Public, Columbia County, Wisconsin
My Commission: 9-7-63

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913

STATE OF WISCONSIN

COUNTY OF COLUMBIA

)SS

THE FOREST AT CONDOMINIUM SWAN LAKE VILLAGE

COLUMBIA COUNTY, WISCONSIN

•

PHASE 11

AMENDED PHASE II DESCRIPTION:
A parcel of land located in NE1/4-SE1/4, Section 1, T12N, R9E, Town of Pacific,
Columbia County, Wisconsin bounded by the following described line: Beginning at the
most northerly corner of FHASE V, Saddle Ridge Condominium; thence 449°00°E,
393.05 feet to the west line of 2nd Amendment to PHASE XI, Parcel 2, Saddle Ridge
Condominium; thence S27°22°E along said west line, 45.00 feet to northerly corner of
The Forest at Swan Lake Village, Phase 10, Parcel 3; thence S37°31'W along west line of
said Phase (0, 336.04 feet to southwest corner of said Phase 10; thence N66°33'W along Described parcel contains 0.65 acres and is subject to eatements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Jake north line of said Phase V, 120.78 feet to point of beginning.

constructed or to be constructed as proposed at the date hercof and the identification and location of each unit and common elements to be determined. I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of buildings and driveways

Village Condominium plat.

Bearings are referenced to Saddle Ridge Condominium.

Carlson Surveying, Inc. 1709 Ash St., Barahoo, WI, 53913 Phone & FAX (608) 356-8598

Saddle Ridge Corporation 100 Saddle Ridge Portage, WI, 53901

Swan Lake Village Phase | | Sheet I of 2 sheets The Forest at

<u> 기</u>하 24 UNIT 952 FIRST FLOOR PLAN UNIT 952 BASEMENT FLOOR PLAN é conc. patio 5. v ,0€

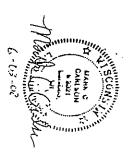
THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

,

PHASE 11

I, Mark C. Carison, registered land surveyor, hereby certify that the drawings appearing bereon are an accurate copy of portions of the plans of each building and subtrainfally depict the layout, unit numbers and dimensions of the buildings and units located and erected or to be erected.



The Forest at Swan Lake Village Phase 11 Sheet 2 of 2 sheets

1-111

3 13 15 Ca

671871

Document Number

FOURTEENTH AMENDMENT AND ELEVENTH
SUPPLEMENT TO CONDOMINIUM DECLARATION OF
EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

STATE OF WISCONSIN SS COLUMBIA COUNTY SECURED FOR RECORD

DEC. 6 2002 CLIENT'S COPY

Reg of Deeds at 8:00 AM

Recording Data

This Fourteenth Amendment and Eleventh Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 4th day of December, 2002.

THE FOREST
AT
SWAN LAKE VILLAGE CONDOMINIUM

Name and Return Address Quale, Hartmann, Pulsfus & Groeneweg c/o Thomas C. Groeneweg PO Box 443 Baraboo, WI 53913-0443

1. STATEMENT OF DECLARATION.

Parcel Identification Number (PIN)

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is

attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

PHASE 12 DESCRIPTION:

A parcel of land located in NE ¼ - SE ¼, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most northerly corner of PHASE 11, The Forest At Swan Lake Condominium; thence S49°00' W along the northwest line of said Phase 11, 268.63 feet; thence N35°51'W, 99.72 feet; thence N61°00'E, 275.86 feet to southwest line of Saddle Ridge 2nd Amendment to Phase XI, Parcel 2; thence S27°22'E along said southwest line, 42.70 feet to point of beginning. Described parcel contains 0.44 acres and is subject to sewer and other easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, one (1) condominium unit is annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 12 thereto, including floor plans for unit 953.

By reason of this Supplement, Amendment and the annexation of the said one (1) additional unit to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are thirty-four (34) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty-four (34) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

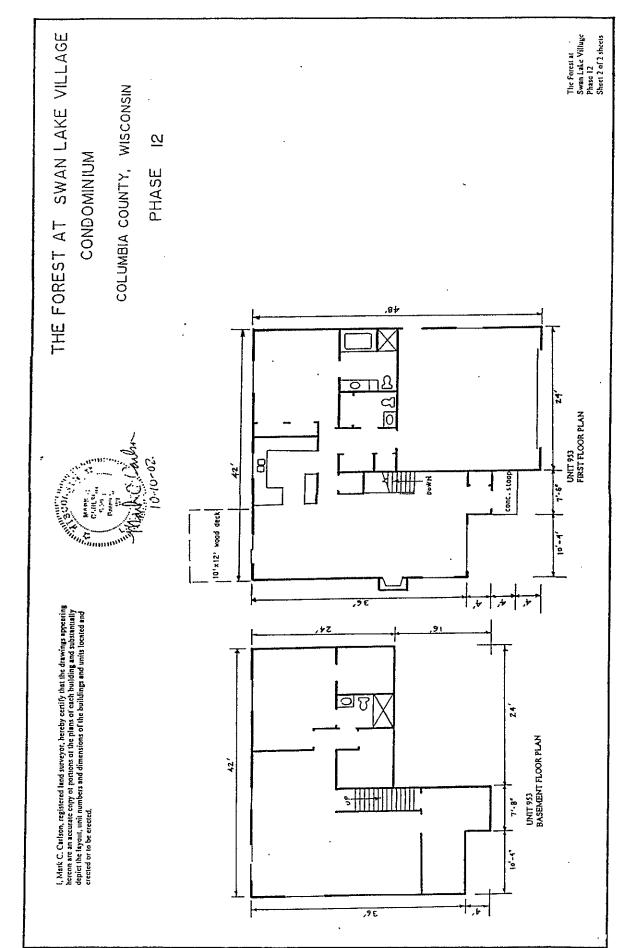
		The S	addle Ridge Corporation	
		Ву:	Mahlen Kirk, President	(SEAL)
·		Ву:	Elizabeth H. Kirk, Secretary	(SEAL)
STATE OF WISCONSIN)		·	
COUNTY OF COLUMBIA) SS) :			
) .	

Personally came before me this 4th day of December, 2002, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

*	
Notary Public, Columbia Cour My Commission:	nty, Wisconsin
· · · · · · · · · · · · · · · · · · ·	

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913

THE FOREST AT SWAN LAKE VILLAGE The Fotest at Swan Lake Village Phase 12 Sheet 1 of 2 sheets A parcel of land located in NE1/4-SE1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconain bouncied by the following described line: Beginning at the most sometheify corner of PlaASE 11, The Focat A AS swan Lake, Condominium; thence S4V OW willow the honthwest line of said Phase 11, 26s.63 feet, thence N35'S1'W, 99.72 feet; thence N35'S1'W, 99.72 feet; thence N35'S1'W, 99.72 feet; thence S27'D2'E along said southwest line, 42.70 (test to principle Described elements to Phase XI, Parcel 2; thence S27'D2'E along said southwest line, 42.70 (test to principle Described elongining Access Road Eastements A through East described in Phases of Saddle Riuge Condominium and Access Road Eastement (F) as described in the Forest at Swan Lake Village Condominium plat. CÒLUMBIA COUNTY, WISCONSIN I, Mark C, Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct tepresentation of the extertion boundaries of the parcel described and the location of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit 1. Mark C. Carlson. registered land surveyor, hereby certify that the drawings appearing thereos are an accurate copy of portions of the plans of each building and substantially depict the layout, unit numbers and dimensions of the buildings and units located and erected or to be erected. <u>0</u> CONDOMINIUM PHASE Bearings are referenced to Saddle Ridge Condominium. Ind common elements to be determined. 0-10-02 PHASE 12 DESCRIPTION: Carlson Surveying, Inc. 1709 Ash St., Baraboo, WI, 53913 Phone & FAX (608) 356-8598 Found 1 W* round from rod Found 3/4" round from rod Set 3/4"x24" round from rod Set 3/4"x24" round from rod weighing 1,5#/lin. ft. SR 2ND AM. TO PHASE XI PARCEL 2 - Limited Common Area Saddle Ridge Corporation 100 Saddle Ridge Portage, WI. 53901 POND Wing wall ETENHA THUTUS GRAPHIC SCALE IN FEET! SA PHASE င္က 23 L SCHER ELSCHENT)



671873

Document Number

FIFTEENTH AMENDMENT AND TWELFTH
SUPPLEMENT TO CONDOMINIUM DECLARATION OF
EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

STATE OF WISCONSIN COLUMBIA COUNTY RECEIVED FOR RECORD

DEC 6 2002

Reg of Deeds at SOAM

Recording Data

Name and Return Address
Quale, Hartmann, Pulsfus & Groeneweg
c/o Thomas C. Groeneweg
PO Box 443
Baraboo, WI 53913-0443

THE FOREST
AT
SWAN LAKE VILLAGE CONDOMINIUM

This Fifteenth Amendment and Twelfth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 5^h day of December, 2002.

1. STATEMENT OF DECLARATION.

Parcel Identification Number (PIN)

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is

attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

PHASE 13 DESCRIPTION:

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A parcel of land located in NE ¼ - SE ¼, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southwest corner of PHASE 12, The Forest at Swan Lake Condominium; thence S35°50'30"E along south line of said PHASE 12, 99.72 feet to southeast corner of said PHASE 12; thence S49°00'W along north line of PHASE 11, 124.42 feet to southwest corner of said PHASE 11 and most northerly corner of Saddle Ridge, Phase V; thence S37°07'30"W, 80.00 feet; thence N60°48'W, 112.46 feet; thence N20°19'W, 230.42 feet; thence N18°23'30"E, 84.59 feet; thence S62°02'E, 266.43 feet to point of beginning. Described parcel contains 1.38 acres and is subject to sewer easement and other easements of record including, without limitation, the common road area and sewer easement shown on the Condominium plat. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, one (1) condominium unit is annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 13 thereto, including floor plans for unit 954.

By reason of this Supplement, Amendment and the annexation of the said one (1) additional unit to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are thirty-five (35) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty-five (35) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

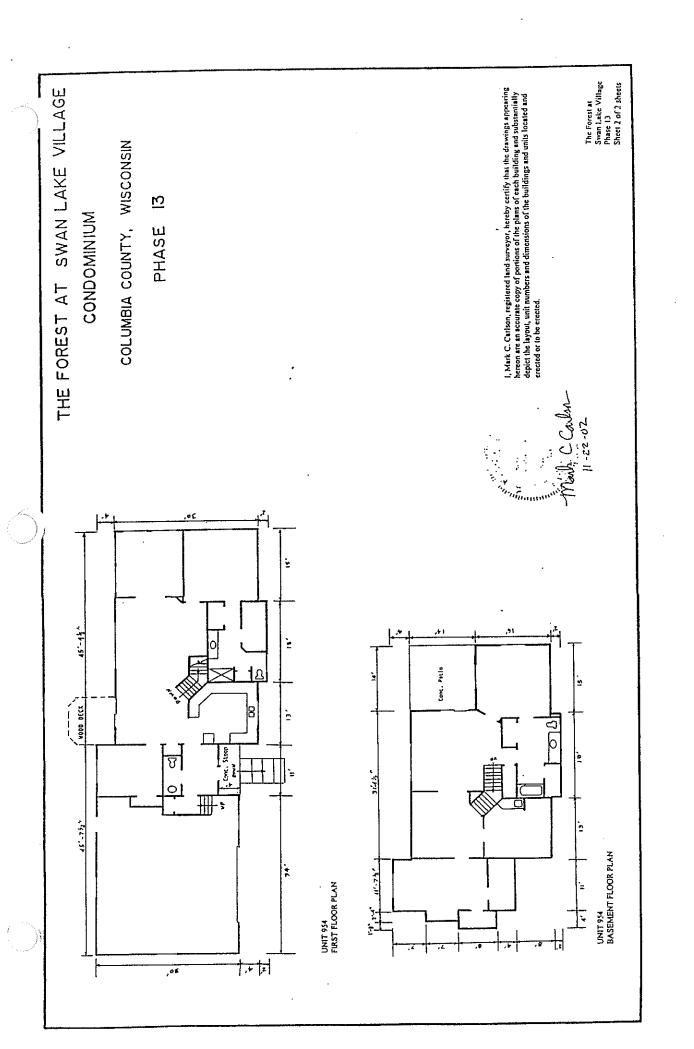
IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

		The S	Saddle Ridge Corporation	
		Ву:	Mahlon Kirk, President	(SEAL)
		Ву:	Elizabeth H. Kirk, Secretary	(SEAL)
STATE OF WISCONSIN COUNTY OF COLUMBIA	;) ss)			

Personally came before me this 5th day of December, 2002, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

*	
Notary Public, Columbia County, Wisconsin	
My Commission:	•

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913



2003.

, 1 3 SIXTEENTH AMENDMENT AND THIRTEENTH 686339 Supplement to condominium declaration of EASEMENTS, RESTRICTIONS, COVENANTS AND Document Number CONDITIONS STATE OF WISCONSIN COLUMBIA COUNTY RECEIVED FOR RECORD THE FOREST NUL 5 2003 \mathbf{AT} SWAN LAKE VILLAGE CONDOMINIUM Recording Data Sixteenth Amendment and Thirteenth This Name and Return Address Supplement to the Condominium Declaration of Quale Harimann, S.C. c/o Thomas C. Groeneweg Easements, Restrictions, Covenants and Declarations PO Box 443 ("Declaration"), for THE FOREST AT SWAN LAKE Baraboo, WI 53913-0443 VILLAGE CONDOMINIUM, made this 5th day of June,

STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

1200.8959

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and casements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as this. In the Condominium Plat attached hereio, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perlineters, unit numbers and approximate dimensions of the buildings and units which is

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attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

PHASE 14 DESCRIPTION:

A parcel of land located in NE ¼ - SE ¼, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most northerly corner of PHASE 12, The Forest At Swan Lake Condominium; thence S61°06'W along northwest line of said PHASE 12, 275.86 feet to most westerly corner of said Phase 12; thence N25°34'W, 84.25 feet; thence N23°33'E, 210.77 feet; thence S84°20'E, 130.63 feet thence S27°22'E along south line of 2nd Amendment to Phase XI, Parcel 2, Saddle Ridge Condominium. 138.48 feet to point of beginning. Described parcel contains 1.00 acres and is subject to easements of record. Parcel has benefit of Access Road Easements Λ through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, two (2) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 14 thereto, including floor plans for units 958 and 959.

By reason of this Supplement, Amendment and the annexation of the said one (1) additional unit to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are thirty-seven (37) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty-seven (37) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

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IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The Saddle Ridge Corporation

By:

(SEAL)

By:

izabeth H. Kirk, Secretary

STATE OF WISCONSIN .)

COUNTY OF COLUMBIA)

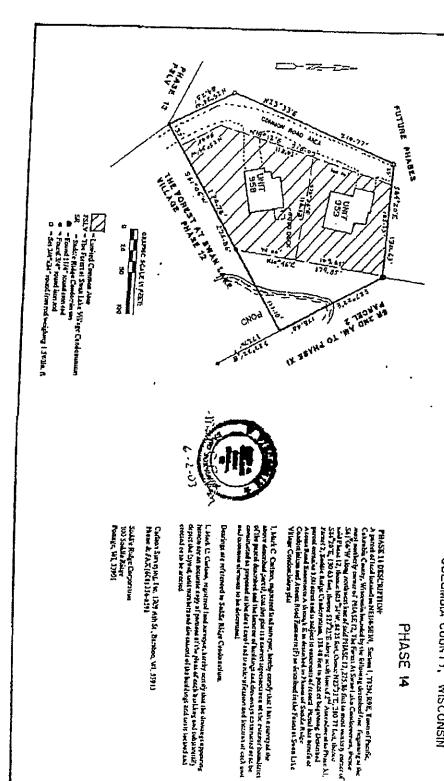
Personally came before me this Studay of June, 2003, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Columbia County, Wisconsin

My Commission: 10 23 05

This instrument drafted by: Automey Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913

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THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLCMBIA COUNTY, WISCONSIN

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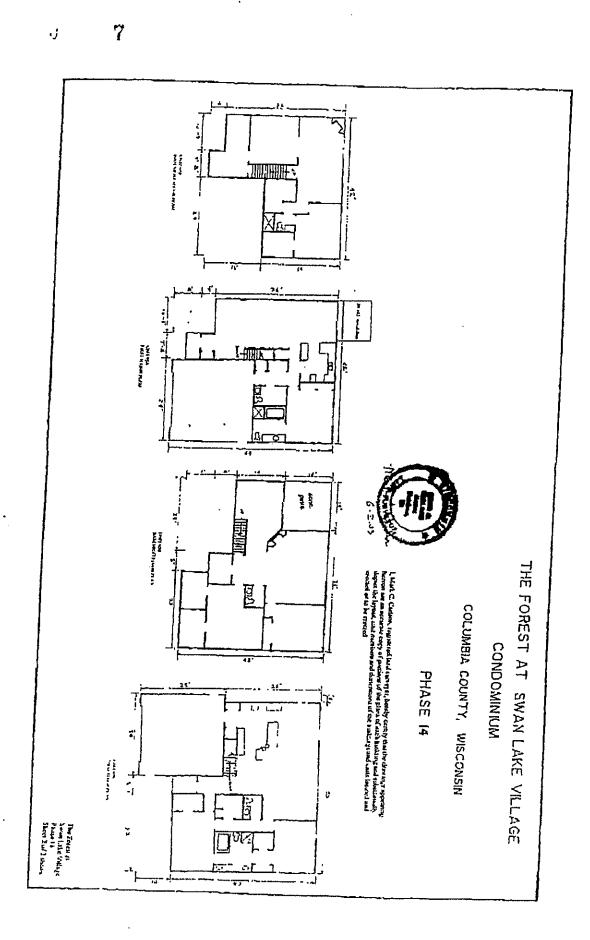
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Pedores a Swantake Village Phase 14 Shert Laf 2 shedt

Exhibit "A"



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Document Number

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STATE OF WISCONSIN SCOLUMBIA COUNTY SECENT FOR RECORD

OCT 06 2003

Reg of Deedslat 8 0 A M

Recording Data

Name and Return Address
IMAHLON KIRK
100 Saddle Ridge
Portage, WI 53901

Parcel Identification Number (PIN)

THE FOREST
AT
SWAN LAKE VILLAGE CONDOMINIUM

SEVENTEENTH AMENDMENT TO
CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS

This Seventeenth Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 6th day of October, 2003.

WHEREAS, paragraph 3. of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for The Forest At Swan Lake Village Condominium ("Declaration") provides in part that the Declarant shall have the

Into to amend at its sole discretion, the Declaration and/or the Condominium Plat and/or plans depicting the bout, location, unit numbers and dimensions of the units as finally located and erected and to make any other modifications or amendments to the Declaration and/or Condominium Plat deem necessary by the Declarant and not inconsistent with the Act; and

WHEREAS, The Saddle Ridge Corporation, a Wisconsin corporation, ("the Declarant"), successor in interest to WAJBAC AND TADWIL, LIMITED, hereby wishes to amend the Condominium Plat for Phase 8 for the purpose of said Plat accurately reflecting the floor plans for Unit 912;

NOW, THEREFORE, the Declarant hereby amends the Condominium Plat for Plase of the Condominium, which amended plat is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The Saddle Ridge Corporation

By: Mahlen Nih
Mahlon Kirk, President

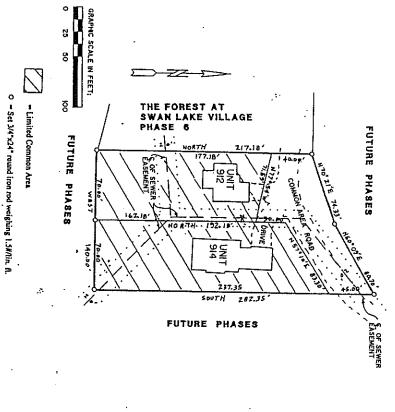
Zizabeth H. Kirk, Secretary

ATE OF WISCONSIN)
) SS
COUNTY OF COLUMBIA)

Personally came before me this Ltd day of October, 2003, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Columbia County, Wisconsin My Commission: 65-13-2009-

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913





AMENDED PHASE & DESCRIPTION:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southeast corner of PHASE 6, The Forest Al Swan Lake Condominium; thence NORTH along east line of said PHASE 6, 217.18 feet to northeast corner of said PHASE 6; thence N70 21E, 74,33 feet; thence N60 709E, 80.70 feet; thence SC171, 140.00 feet to point of beginning. Described parcel contains 0.79 acres and is subject to easements of record. Parcel has benefit of Access Road Exements A through E as described in the Forest at Swan Lake Village Condominium and Access Road Exements Exement (F) as described in the Forest at Swan Lake Village Condominium plat.

I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and common elements to be determined.

Bearings are referenced to Saddle Ridge Condominium.

I, Mark C. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, unit numbers and dimensions of the buildings and units located and crocted or to be erected.

Carlson Surveying, 1709 Ash St., Baraboo, WI, 53913 Phone & FAX (608) 356-8598

Saddle Ridge 100 Saddle Ridge Portage, Wi, 53901

The Forest at
Swan Lake Village
Amended Phase 3
Sheet 1 of 2 sheets

T H

FOREST

AT

SWAN LAKE VILLAGE

COLUMBIA COUNTY, WISCONSIN

AMENDED PHASE 8

CONDOMINIUM

October, 2003.

Document Number

EIGHTEENTH AMENDMENT AND FOURTEENTH SUPPLEMENT TO CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

STATE OF WISCONSIN 1 COLUMBIA COUNTY RECEIVED FOR RECORD

OCT 2-8 2003

Recording Data

Name and Return Address The Saddle Ridge Corp Quale Hartmann, S.C. co Thomas C. Groenoweg Clo Mahlon Kirk 100 Suddle Rid PO Box 443 Portage, WIS

1. STATEMENT OF DECLARATION.

Supplement to the Condominium Declaration of

Easements, Restrictions, Covenants and Declarations

("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 28th day of

This Eighteenth Amendment and Fourteenth

THE FOREST

 \mathbf{AT} SWAN LAKE VILLAGE CONDOMINIUM

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is

attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

PHASE 15 DESCRIPTION:

A parcel of land located in NE ¼ - SE ¼, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most northerly corner of PHASE 13, The Forest At Swan Lake Condominium; thence N14°06'E, 335.19 feet; thence S31°39'E, 137.46 feet; thence S63°44'E, 144.30 feet to the northwest corner of PHASE 14, The Forest at Swan Lake Village; thence S89°20'W, 147.60 feet; thence S43°34'W, 196.71 feet to point of beginning. Described parcel contains 0.56 acres and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, two (2) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 15 thereto, including floor plans for units 961 and 962.

By reason of this Supplement, Amendment and the annexation of the said one (1) additional unit to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are thirty-nine (39) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty-nine (39) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

The Saddle Ridge Corporation

By: Mahlon Kirk, President

By: Laller A Hurk (SEAL)

Elizabeth H. Kirk, Secretary

STATE OF WISCONSIN)

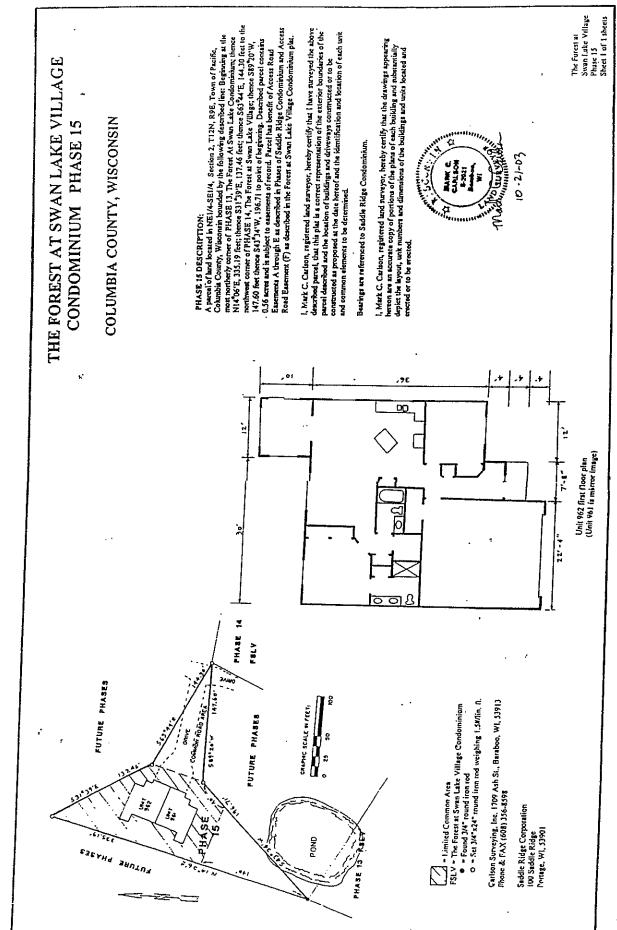
SSS

COUNTY OF COLUMBIA

Personally came before me this 25th day of October, 2003, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

*
Notary Public, Columbia County, Wisconsin
My Commission: 05-13-2007

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913-0443. ١.



711627

ocument Number

NINETEENTH AMENDMENT AND FIFTEENTH
SUPPLEMENT TO CONDOMINIUM
DECLARATION OF EASEMENTS,
RESTRICTIONS, COVENANTS AND
CONDITIONS

Document Title

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Nineteenth Amendment and Fifteenth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM, made this 3rd day of June, 2004.

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT

STATE OF WISCONSIN SECULUMBIA COUNTY SECULUMBIA COUNTY RECEIVED FOR RECORD

JUN 0 7 2004

Reg of Deede at 10 00 M

Recording Data

Name and Return Address CCTC
Mahlow Kirk
100 Saddle Ridge
Portage, WI 53901

32-075
Parcel Identification Number (PIN)

SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of e Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase 16 in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The 'ditional real estate subjected to the provisions of the Declaration hereby is described as follows:

PHASE 16 DESCRIPTION:

A parcel of land located in SW 1/4 - NW 1/4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Phase II, Saddle Ridge Condominium; thence S31°00'E, along south line of Access Road "D", 81.59 feet to point of beginning; thence S31°00'E along said south line 25.28 feet; thence S69°00'E along said south line, 52.80 feet; thence S5°22'W, 90.05 feet; thence N74°26'W, 116.01 feet; thence N10°39'E, 124.03 feet to point of beginning.

Described parcel contains 0.26 acres or 11,380 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in the Forest at Swan Lake Village Condominium plat and benefits from the following non-exclusive access easement located in the SW 1/4 - NW 1/4, Section 1 and SE 1/4 - NE 1/4, Section 2, T12N, R9E, bounded by the following described line: Beginning at the northeast corner of Phase II, Saddle Ridge Condominium; thence S31°00'E along south line of Access Road Easement "D", 81.60 feet; thence N56°55'W, 41.71 feet; thence S10°39'W, 35.00 feet; thence N73°01'W, 42.89 feet to east line of said Phase II; thence N30°20'E along said east line, 80.00 feet to point of beginning and benefits from exclusive easement recorded as document # 711526, Columbia County Register of Deeds.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, one (1) condominium unit is annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 16 thereto, including floor plans for unit 809.

By reason of this Supplement, Amendment and the annexation of the said one (1) additional unit to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are forty (40) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number forty (40) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the eclaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.

All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the ticles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules id regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

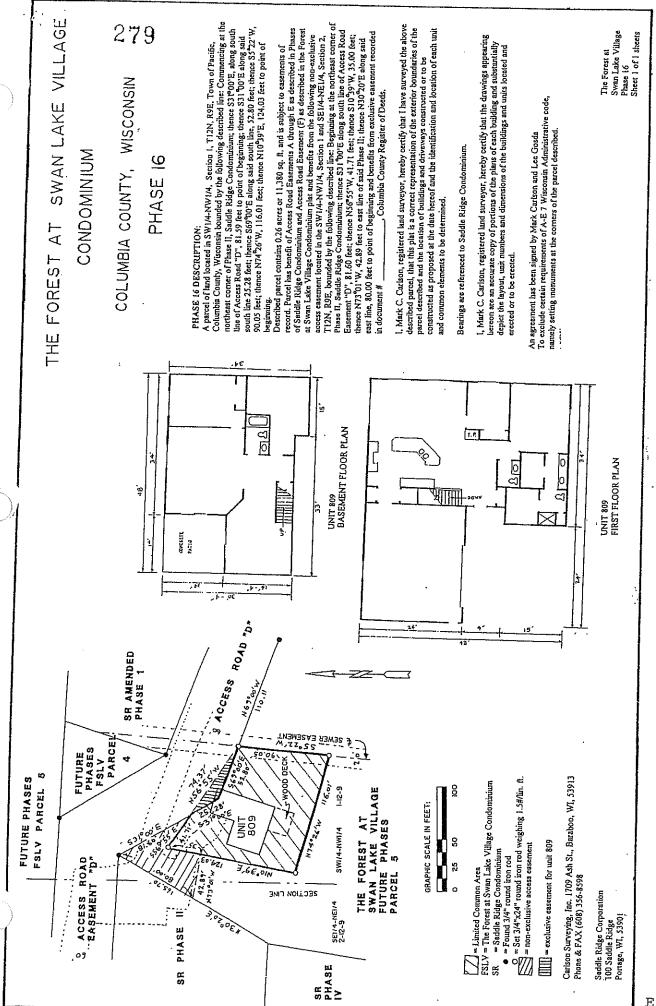
The S	Saddle Ridge Corporation	
By:	Makla Kih	(SEAL)
	Mahlon Kirk, President	
Ву:	Elizabeth H. Kirk, Secretary	(SEAL)
	Dizageni II. Kirk, Secretary	
	·	

STATE OF WISCONSIN)SS COUNTY OF COLUMBIA

Personally came before me this 1th day of June, 2004, the above-named Mahlon Kirk, President, and Llizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Columbia County, Wisconsin My Commission: 42-3007

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913-0443.



1-137 Exhibit "A" 1

712081

ocument Number

TWENTIETH AMENDMENT AND SIXTEENTH
SUPPLEMENT TO CONDOMINIUM
DECLARATION OF EASEMENTS,
RESTRICTIONS, COVENANTS AND CONDITIONS

Document Title

STATE OF WISCONSIN COLUMBIA COUNTY RECEIVED FOR RECORD

JUN 1 5 2004

Reg of Deeds at 8 00 A M

Recording Data

Name and Return Address
Mahlow Kirk
Yo The Saddle Ridge Corporation
100 Saddle Ridge
Portage, WI 53901 CCTC

32-65,3 75.7 L75, 8
Parcel Identification Number (PIN)

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

This Twentieth Amendment and Sixteenth Supplement is made this 14th day of June, 2004, pursuant to the terms of the Condominium Declaration of Easements, Restrictions, Covenants and Declarations for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM recorded June 23, 1994 in the Office of the Register of Deeds for Columbia County, Wisconsin in Volume 479 on Pages 254-288 as Document No. 531588, as supplemented and amended to date ("the Declaration") by Saddle Ridge, Inc.

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter of the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

This Amendment and Supplement annexes and submits the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM in the manner provided by the Declaration.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTIONS.

The real estate described hereinafter, also described as Phase 17 in the Condominium Plat for Phase 17 attached hereto as Exhibit "A", together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to

the provisions of the Declaration. The buildings and units to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labeled as xhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

PHASE 17 PARCEL 1 DESCRIPTION:

A parcel of land located in SW 1/4 - NW 1/4, Section 1, and SE 1/4 - NE 1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southwest corner of Phase 16, The Forest at Swan Lake Village Condominium; thence S74°26'E, along south line of said Phase 16, 116.01 feet; thence N5°22'E along east line of said Phase 16, 90.05 feet to south line of Access Road Easement (D); thence S69°00'E along said south line, 110.11 feet; thence S83°35'E along said south line, 117.89 feet to west line of Access Road Easement (C); thence southerly along said west line on a curve to the right, radius 234.00 feet, whose chord bears S24°23'W, 53.91 feet; thence S31°00'W along said west line, 192.30 feet; thence N80°25'W, 235.00 feet; thence N4°22'E, 169.40 feet to point of beginning.

Described parcel contains 1.36 acres or 59,320 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat and benefits from the following non-exclusive access easement located in the SW 1/4 - NW 1/4, Section 1 and SE 1/4 - NE 1/4, Section 2, T12N, R9E, bounded by the following described line: Commencing at the southwest corner of Phase 16, The Forest At Swan Lake Village Condominium; thence S4°22°W,169.40 feet to point of beginning; thence S80°25°E, 235.00 feet to west line of Access Road Easement (C); thence S31°00°W along said west line, 53.71 feet; thence N80°25°W, 210.82 feet; thence N4°22°E, 50.21 feet to point of beginning.

PHASE 17 PARCEL 2 DESCRIPTION:

A parcel of land located in SW 1/4 - NW 1/4, Section 1, and SE 1/4 - NE 1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the southwest corner of Phase I, Saddle Ridge Condominium; thence S4°22'W, 219.61 feet to point of beginning; thence S80°25'E, 210.82 feet to west line of Access Road Easement (C); thence S31°00'W along said west line, 95.36 feet; thence N80°25'W, 167.88 feet; thence N4°22'E, 89.15 feet to point of beginning.

Described parcel contains 0.39 acres or 16,810 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat and benefits from the following non-exclusive access easement located in the SW 1/4 - NW 1/4, Section 1 and SE 1/4 - NE 1/4, Section 2, T12N, R9E, bounded by the following

described line: Commencing at the southwest corner of Phase 16, The Forest At Swan Lake Village Condominium; thence S4°22'W, 169.40 feet to point of beginning; thence S80°25'E, 235.00 feet to west line of Access Road Easement (C); thence S31°00'W along said west line, 53.71 feet; thence N80°25'W, 210.82 feet; thence N4°22'E, 50.21 feet to point of beginning.

PHASE 17 PARCEL 3 DESCRIPTION:

A parcel of land located in Gov. Lot 4, Section 1, and NE 1/4 - SE 1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Amended Phase 3, The Forest at Swan Lake Condominium; thence S25°55'W, along west line of said Amended Phase 3, 66.62 feet to northeast corner of Phase 10, Parcel 1, The Forest at Swan Lake Village; thence N80°35'30"W along north line of Phase 10, Parcel 1, 239.31 feet to northwest corner of said Phase 10, Parcel 1; thence S37°05'W along said north line, 24.44 feet to northeast corner of Amended Phase 8, The Forest at Swan Lake Village; thence S60°09'W along north line of Amended Phase 8, 80.70 feet; thence S70°21'W along said north line, 174.33 feet to northeast corner of Amended Phase 6, The Forest at Swan Lake Village; thence N90°00'W along north line of said Amended Phase 6, 118.47 feet to northwest corner of said Amended Phase 6; thence S82°26'15"W, 50.00 feet to southeast corner of 2nd Amendment to Phase 5, The Forest at Swan Lake Village Condominium; thence N1°47'W, along east line of said 2nd Amendment to Phase 5, 323.00 feet to southeast corner of Amended Phase 4, Parcel 2, The Forest at Swan Lake Village; thence N8°20'E along east line of said Amended Phase 4, Parcel 2, 25.26 feet to south line of Saddle Ridge Condominium Access Road Easement (C); thence easterly along said south line on a curve to the left, radius 421.00 feet, whose chord bears S69°22'E, 237.73 feet; thence easterly along said south line on a curve to the right, radius 650.00 feet, whose chord bears S67°46'E, 401.72 feet to point of beginning.

Described parcel contains 2.69 acres or 117,040 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 4 DESCRIPTION:

A parcel of land located in Gov. Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southwest corner of 2nd Amendment to Phase 5, Parcel 1, The Forest at Swan Lake Village Condominium; thence S39°48'E along south line of said 2nd Amendment to Phase 5, Parcel 1, 167.79 feet to west line of Access Road Easement (C); thence S45°00'W along said west line, 126.41 feet to southeast corner of PHASE XXV, Parcel 1, Saddle Ridge Condominium; thence N45°00'W along east line of said PHASE XXV, Parcel 1, 34.40 feet to northeast corner of

said PHASE XXV, Parcel 1; thence S75°45'W along north line of said PHASE XXV, Parcel 1, 154.17 feet to northwest corner of said PHASE XXV, Parcel 1; thence N35°00'E along east line of PHASE 1, The Forest at Swan Lake Village Condominium, 131.83 feet to southeast corner of PHASE 2, The Forest at Swan Lake Village Condominium; thence N50°24'E along east line of said PHASE 2, 60.00 feet; thence N21°38'E along east line of said PHASE 2, 92.09 feet to point of beginning.

Described parcel contains 0.59 acres or 25,670 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 5 DESCRIPTION:

A parcel of land located in NE 1/4 - SE 1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the most westerly corner of Phase 13, The Forest at Swan Lake Village Condominium; thence S20°19'E along south line of said Phase 13, 230.42 feet; thence S60°48'E along said south line, 112.46 feet to the southeast corner of said Phase 13; thence S37°07'30"W, 37.48 feet to south line of said NE 1/4 - SE 1/4; thence S89°49'06"W along said south line, 265.07 feet; thence N19°57'E, 320.92 feet to point of beginning.

Described parcel contains 0.86 acres or 37,250 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 6 DESCRIPTION:

A parcel of land located in NE 1/4 - SE 1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Phase 14, The Forest at Swan Lake Village Condominium; thence S23°33'W along west line of said Phase 14, 210.77 feet; thence S25°34'E along said west line, 84.25 feet to north line of Phase 13, The Forest at Swan Lake Village; thence N62°02'W along said north line, 266.43 feet to southwest corner of Phase 15, The Forest at Swan Lake Village; thence N43°34'E along south line of said Phase 15, 196.71 feet; thence N89°20'E along said south line, 147.60 feet to point of beginning.

Described parcel contains 0.88 acres or 38,350 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 7 DESCRIPTION:

Hilly . F

A parcel of land located in NE 1/4 - SE 1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase 14, The Forest at Swan Lake Village Condominium; thence N84°20'W along north line of said Phase 14, 130.63 feet to northwest corner of said Phase 14; thence N63°44'W along north line of Phase 15, The Forest at Swan Lake Village Condominium, 144.30 feet; thence N31°39'W along said north line, 137.46 feet; thence N13°08'E, 303.30 feet; thence N81°12'E, 383.54 feet to the northwest corner of Phase XIX, Parcel 1, Saddle Ridge Condominium; thence S12°00'W along the west lines of Phase XIX, Parcel 1, Phase XXIII, Parcel 2, Phase XXVII, Phase XIII, Parcel 2, Phase XIV, Parcel 1, PHASE XVI and 2nd Amendment to PHASE XI, Parcel 2, all Saddle Ridge Condominium, 560.00 feet to point of beginning.

Described parcel contains 3.94 acres or 171,760 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, twenty-four (24) condominium units are annexed and added to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM and subjected to the Declaration. The Condominium Plat for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby supplemented by adding PHASE 17 thereto, including floor plans for unit 804, 805, 806, 807, 808, 846, 847, 911, 913, 915, 7, 919, 955, 956, 957, 960, 963, 964, 965, 966, 967, 968, 1067 and 1068.

By reason of this Supplement, Amendment and the annexation of the said twenty-four (24) additional units to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM:

- a. As of the effective date hereof, there are sixty-four (64) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 15, 16 and 17, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number sixty-four (64) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 16 of said Declaration.
- c. As of the effective date hereof, every Unit Owner in Phase 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Section 10 of the Declaration.
- 4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Columbia County, Wisconsin.
- 5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of THE FOREST CONDOMINIUM ASSOCIATION, LTD., and such restrictions, rules

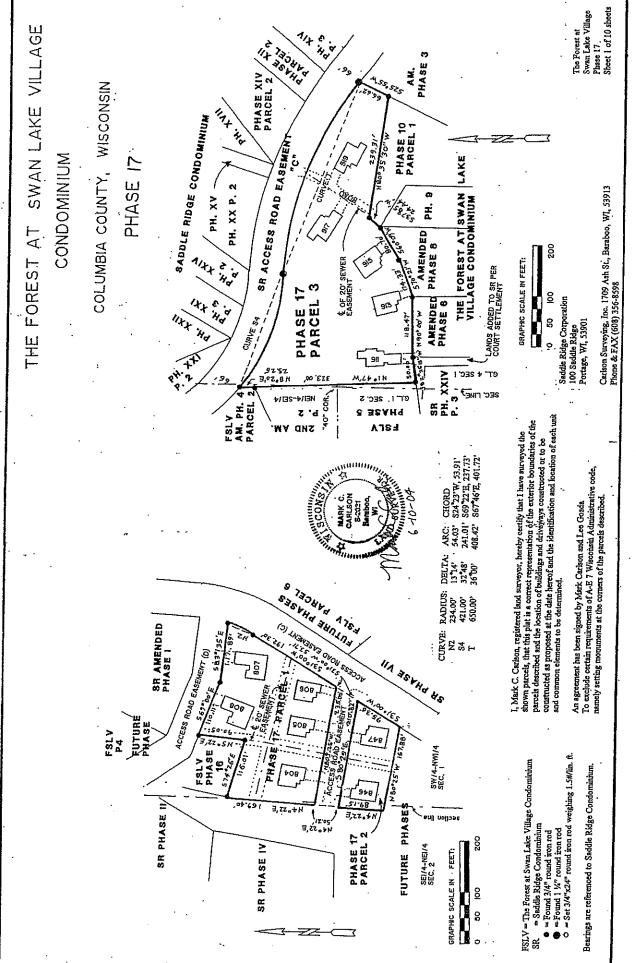
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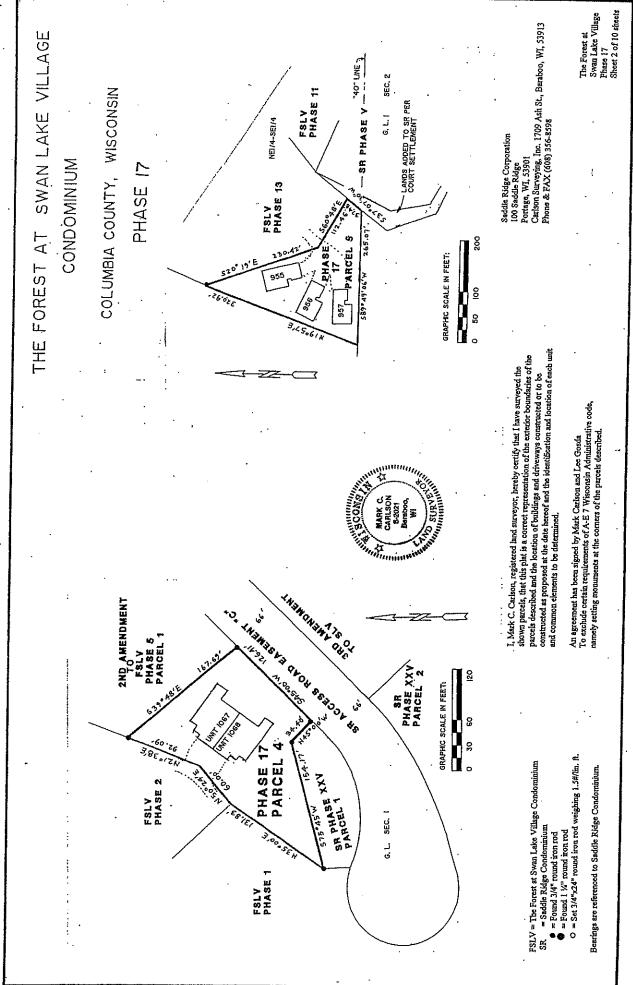
and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM.

IN WITNESS WHEREOF, The Saddle Ridge Corporation, a Wisconsin corporation, has caused this astrument to be signed by its President and Secretary as of the date first set forth above.

	The Saddle Ridge Corporation
	By: Mahlon Kirk, President (SEAL)
	By: Select H. Kirk, Secretary (SEAL)
STATE OF WISCONSIN)) SS COUNTY OF COLUMBIA) Personally came before me this // Elizabeth H. Kirk, Secretary, of The Sadd	day of June, 2004, the above-named Mahlon Kirk, President, and lle Ridge Corporation, to me known to be the persons who executed
the foregoing instrument and acknowledge	the same.
	* Notary Public, Columbia County, Wisconsin My Commission: //ac/ /3, 2007

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913-0443.





The Forest at

Swan Lake Village
Phase 17

Sheet 3 of 10 sheets SWAN LAKE VILLAGE COLUMBIA COUNTY, WISCONSIN FSLV PHASE 14 FSLV PHASE 12 CONDOMINIUM . NE1/4-SE1/4 PHASE 17 PHASE 17 PARCEL 7 FOREST AT GRAPHIC SCALE IN FEET; FSLV PHASE 15 FSLV PHASE 13 Š BARAHA BHUTUR 开用 shown parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit I, Mark C. Carison, registered land surveyor, hereby certify that I have surveyed the An agreement has been signed by Mark Carlson and Lee Gogda To exclude certain requirements of A-B 7 Wisconsin Administrative code, namely setting monuments at the corners of the parcels described. and common elements to be determined. CONDO PH XIX RIDGE SABBLE ZND AM. TO PHASE XI PARCEL 2 PH XVI 383.54 PHASE 17 PARCEL 7 FUTURE PHASES FSLY PHASE 14 **496** 130.63 N84.20'W Carkon Surveying, Inc. 1709 Ash St., Baraboo, WT, 53913 Phone & FAX (608) 356-8598 481°12'E 86 80 FSLV = The Forest at Swan Lake Village Condominium
SR = Saddle Ridge Condominium
= = Found 3/4" round fron rod
= = Found 1/4" round iron rod
= = Found 1/4" round iron rod
= Set 3/4"x24" round iron rod weighing 1,5#/lin. ft. GRAPHIC SCALE IN FEET. Rearifigs are referenced to Saddle Ridge Condominium. PHASE 17 PARCEL 6 PoNo 20 FSLV PHASE Saddle Ridge Corporation 100 Saddle Ridge Portage, WI, 53901 ٥ Saraha arutua

Easement (D); thence S69 00'B along said south line, 110.11 feet; thence S83 35'B along of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest 169.40 feet to point of beginning; thence S80 25.13, 235.00 feet to west line of Access Road Easement (C); thence S31 ToVW along said west line, 53.71 feet; thence N80 25.VV, thence NS 22 E along east line of said Phase 16, 90.05 feet to south line of Access Road record. Parcel has benefit of Access Road Basements A through B as described in Phases described line: Beginning at the southwest corner of Phase 16, The Forest at Swan Lake Village Condominium; thence S74°26'E, along south line of said Phase 16, 116.01 feet; said south line, 117.89 feet to west line of Access Road Essement (C); thence southerly at Swan Lake Village Condominium plat and benefits from the following near-exclusive access exement located in the SW1/4-NW1/4, Section 1 and SE1/4-NE1/4, Section 2 T12N, R9E, bounded by the following described line: Commencing at the southwest 12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following comer of Phase 16, The Forest At Swan Lake Village Condominium, thence S4 22 1W, A parcel of land located in SW1/4-NW1/4, Section 1, and SE1/4-NE1/4, Section 2, Described parcel contains 1.36 acres or 59,320 sq. ft. and is subject to easements of along said west line on a curve to the right, radius 234.00 feet, whose chord bears \$24.23 W, 53.91 feet, thence S31.00 TM along said west line, 192.30 feet, thence N80"25"W, 235.00 feet thence N4"22'E, 169.40 feet to point of beginning. 210.82 feet; thence N4"22"E, 50.21 feet to point of beginning.

PHASE 17 PARCEL 2 DESCRIPTION;

described ino: Commercing at the southwest corner of Phase I, Saddle Ridge Condominium; theree S4*22 W, 219.61 feet to point of beginning; thence S80*25 E. 210.82 feet to west line of Access Road Easement (C); theree S31 A parcel of land located in SW1/4-NW1/4, Section 1, and SE1/4-NE1/4, Section 2, 712N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following une, 95.36 feet, thence N80 25'W, 167.88 feet thence N4 22'E, 89.15 feet to point of

of Saddle Ridge Condominium and Access Road Essement (F) as described in The Forest at Swan Lake Village Condominium plat and benefits from the following non-exclusive 169.40 feet to point of beginning; thence S80°227B, 235.00 feet to west line of Access Road Easement (C); thence S31°00°W along said west line, 53.71 feet; thence N80°25°W, 210.82 feet; thence N8°22'E, 50.21 feet to point of beginning. record. Parcel has benefit of Access Road Easements A through B as described in Phases access easement located in the SW1/4-NW1/4, Section 1 and SE1/4-NE1/4, Section 2, T12N, R9E, bounded by the following described line: Commencing at the southwest corner of Phase 16, The Forest At Swan Lake Village Condominium; thence 54°22'W, Described parcel contains 0.39 acres or 16,810 sq. ft. and is subject to essements of

constructed as proposed at the date hereof and the identification and location of each unit shown parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of buildings and diveways constructed or to be I, Mark C. Carison, registered land surveyor, hereby certify that I have surveyed the and common elements to be determined.

An sprement has been signed by Mark Carison and Lee Gosda To exclude certain requirements of A-E 7 Wisconsin Administralive code, namely setting monuments at the corners of the parcels described.

Saddle Ridge Corporation 100 Saddle Ridge

Portage, WI, 53901

Catlson Surveying, Inc. 1709 Ash St., Baraboo, WI, 53913 Phone & FAX (608) 356-8598

PHASE 17 PARCEL 3 DESCRIPTION:

counts of Amended Phase 8, The Porest at Swan Lake Village; thence S60'09'W along north line of Amended Phase 8, 80.70 feet; thence S70'21'W along said north line, 174,33 Amendment to Fhase 5, The Forest at Swan Lake Village Condominium; thence N1.947W along east line of said 2" Amendment to Phase 5, 323.00 feet to southeast corner of Amended Phase 4, Parcel 2, The Forest at Swan Lake Village; thence N8.70/E along east line of said Amended Phase 4, Parcel 2, 25,26 feet to south line of Saidie Ridge Condominium Access Road Easement (C); thence exitatly along said south live on a curve to the left, radius 421.00 feet, whose chord bears S69°22′E, 237.73 feet; Condominium; thence \$22\$'55'W along west line of said Amended Phase 3, 66,62 feet to fect to northeast comer of Amended Phase 6. The Forcet at Swan Lake Village; thence N90 000 W along north line of said Amended Phase 6, 118.47 feet to northwest corner of said Amended Phase 6; thence S82 26115"W, 50.00 feet to southeast corner of 2 said Amended Phase 6; thence S82 26115"W, 50.00 feet to southeast corner of 2 said A parcel of land located in Gov. Lot 4, Section 1, and NEI/4-SEI/4, Section 2, T12N, R9B. Town of Pacific, Columbia County, Wisconsin bounded by the following described northeast corner of Phase 10, Parcel 1, The Forest at Swan Lake Village; thence N80 35'30"W along north line of Phase 10, Parcel 1, 239.31 feet to northwest corner of line: Beginning at the northwest corner of Amended Phase 3, The Forest at Swan Lake said Phase 10, Parcel 1; thence S37°05'W along said north line, 24.44 feet to northeast thence easterly along said south line on a curve to the right, radius 650,00 feet, whose chord bears S6746'E, 401.72 feet to point of beginning.

of Saddle Ridge Condominium and Access Road Basement (F) as described in The Forest record. Parcel has benefit of Access Road Easements A through E as described in Phases Described parcel contains 2.69 acres or 117,040 sq. ft. and is subject to easements of at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 4 DESCRIPTION:

Ridge Condominium; thence N45 00 W along east line of said PHASB XXV, Parcel 1, 34.40 feet to northeast corner of said PHASB XXV, Parcel 1; theoce 575°45 W along north line of said PHASB XXV, Parcel 1, 154.17 feet to northwest corner of said PHASB XXV, Parcel 1, thence N45°40°B along east line of PHASB 1, The Porrest at Swan Lake Village Condominium, 131.83 feet to southeast corner of PHASB 2, The Forrest at Swan Lake Village Condominium; thence N50°24°B along east line of said PHASB 2, 60.00 Village Condominium; thence S19°48'B along south line of said 2" Amendment to Phase 5, Parcel 1, 167.79 feet to west line of Avocass Road Basement (C), thence 54.5 To 'W along said west line, 126.41 feet to southeast comer of PHASE XXV, Parcel 1, Saddle record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Porest A parcel of land located in Gov. Lot 4, Section I, T12N, R9B, Town of Paciflo, Columbia County, Wisconsin bounded by the following described line: Beginning at the southwest comer of 2nd Amendment to Phase 5, Parcel I, The Forest at Swan Lake feet, thence N21 38 B along east line of said PHASB 2, 92.09 feet to point of beginning. Described parcel contains 0.59 acres or 25,670 sq. ft. and is subject to easements of at Swan Lake Viljage Condominium plat.

PHASE 17 PARCEL 5 DESCRIPTION:

most westerly corner of Phase 13, The Forest at Swan Lake Village Condominium; thence \$20°19'B along south line of said Phase 13, 230.42 feet; thence \$60°48'E along said south line, 112.46 feet to the southeast corner of said Phase 13; thence S37 07:30"W, 37.48 feet record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Basement $(ec{F})$ as described in The Forest A parcel of land located in NE14-SE1/4, Section 2, T12N, R9B, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the to south line of said NE1/4-SE1/4; thence S89*49'06"W along said south line, 265.07 Described parcel contains 0.86 acres or 37,250 sq. ft. and is subject to easements of feet; thence N19'57'E, 320,92 feet to point of beginning. it Swan Lake Village Condominium plat.

SWAN LAKE VILLAGE FOREST AT 出出

CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

PHASE 17

PHASE 17 PARCEL 6 DESCRIPTION:

823 33.W along west line of said Phase 14, 210,77 fret; thence 825 34 B along said west line, 84.25 feet to north line of Phase 13. The Forest at Swan Lake Villago; theree NG2 '02'W along said north line, 266.43 feet to southwest corner of Phase 15, The Forest of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest record. Parcel has benefit of Access Road Easements A through E as described in Phases Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Plans 14, The Forest at Swan Lake Village Condominium; thence at Swan Lake Village; thence N43 34'E along south line of said Phase 15, 196.71 feet; Described parcel contains 0.88 acres or 38,350 sq. ft. and is subject to easements of A parcel of land located in NB1/4-SB1/4, Section 2, T12N, R9E, Town of Pacific, thence N89 20'E along said south line, 147.60 feet to point of beginning. at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 7 DESCRIPTION:

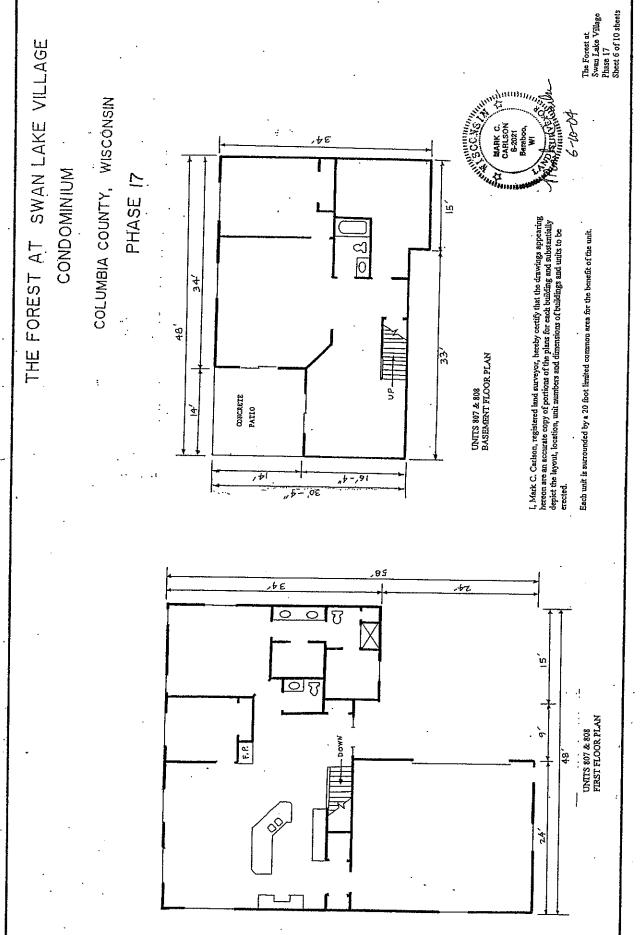
Village Condominium, 144.30 feet; thence N31 39 W along said north line, 137.46 feet; thence N31 79 feet to the northwest corner of Plass XIX, Parcel 1, Saddle Ridge Condomnium; thence S12 Vo W along the west lines of Phase XIX, Percel 1, Phase XXIII, Percel 2, Phase XXVII, Phase XIII, Parcel 2, Phass A percel of land located in NEI/4-SEI/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase 14, The Forest at Swan Lake Village Condominium; thence Described parcel contains 3.94 acres or 171,760 sq. ft. and is subject to essements of N84 20 W along corth lice of said Phase 14, 130.63 feet to northwest comer of said XIV, Parcel 1, PHASE XVI and 2" Amendment to PHASE XI, Parcel 2, all Saddle Phase 14; thence N63 44 W along north line of Phase 15, The Forest at Swan Lake Ridge Condominium, 560.00 feet to point of beginning.

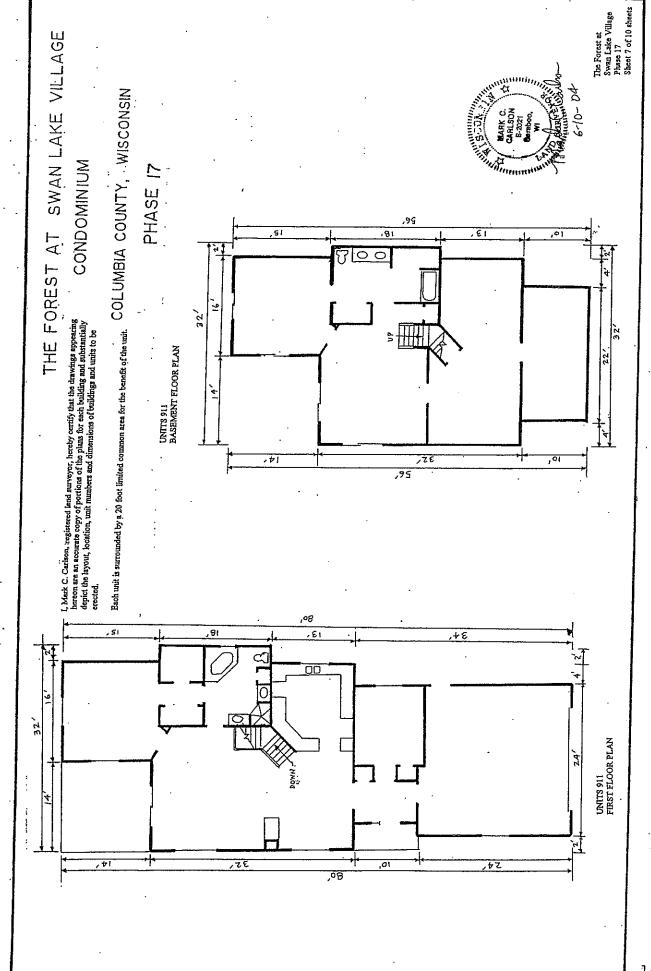
record. Parcel has bettefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest

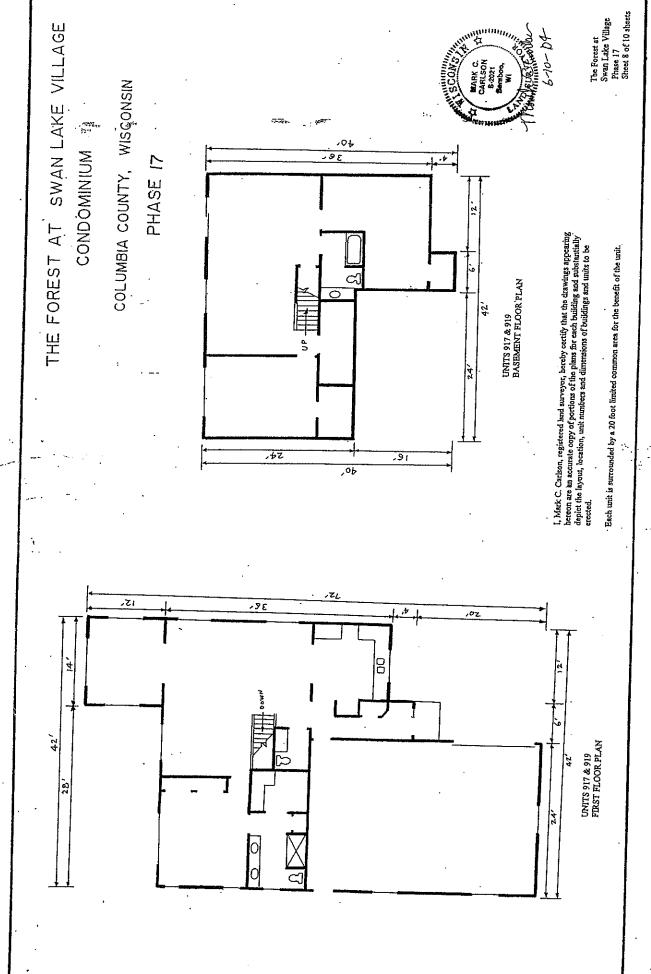
at Swan Lake Village Condominium plat.

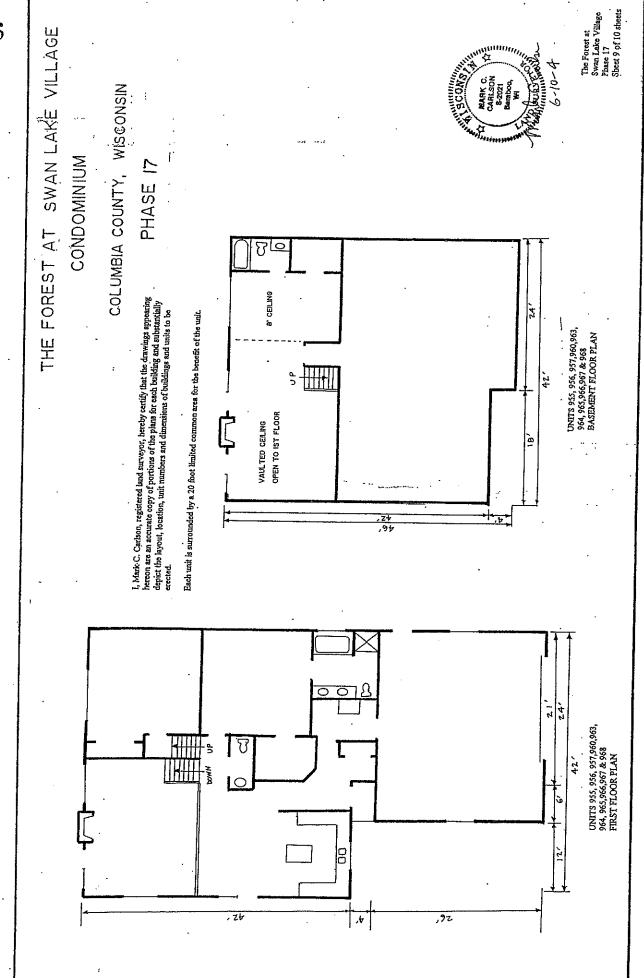
Sheet 4 of 10 sheets Swan Lake Village The Forest at Phase 17

The Forest at Swan Lake Village Phase 17 Sheet 5 of 10 sheets THE FOREST AT SWAN LAKE VILLAGE COLUMBIA COUNTY, WISCONSIN CONDÓMINIUM PHASE 17 ر ال Unit's 804, 805, 806,846, 847, 913 & 915 First eloor plan 8 42, conc. stoop 7′-8" 10'x12' wood deck ,9€ I. Mark C. Carison, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans for each building and substantially depict the layout, location, unit numbers and dimensions of buildings and units to be exected. Each unit is surrounded by a 20 foot limited common area for the benefit of the unit. Units 804, 805, 806,846, 847, 913 & 915 Basement floor plan 42, 7.-8 10'-4" ,9€









age ya mara Age ya mara Document Number

AMENDMENT AND SUPPLEMENT TO PHASE 17 CONDOMINIUM DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS & PLAT

Document Title

THE FOREST \mathbf{AT} SWAN LAKE VILLAGE CONDOMINIUM

This Amendment and Supplement to Phase 17 is made this 11th day of December, 2005, pursuant to the terms of the Condominium Declaration Easements. of Restrictions. Covenants and Declarations for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM ("the Condominium") recorded June 23, 1994 in the Office of the Register of Deeds for Columbia County, Wisconsin in Volume 479 on Pages 254-288 as Document No. 531588, as supplemented and amended to date ("the Declaration") by The Saddle Ridge Corporation.

DOC # 741010

REGISTER OF DEEDS COLUMBIA COUNTY

RECORDED ON: 12/23/2005 10:01:47AM PAGES: 5

> LISA WALKER REGISTER OF DEEDS

REC FEE:

19.00

Recording Data

Exempt #:

Name and Return Address Thomas C. Groeneweg P.O. Box 443

Baraboo, WI 53913

1. STATEMENT OF DECLARATION.

Parcel Identification Number (PIN)

The purpose of this Amendment and Supplement is to amend the plat applicable to Phase 17 of the Sondominium and the legal descriptions associated therewith and to annex and submit the following described éal estate and all improvements constructed, or to be constructed thereon, to the Declaration.

This Amendment is made pursuant to the provisions of Section 3 of the Declaration which provides in part that Declarant shall have the right to amend at its sole discretion, the Declaration and/or the Condominium Plat and/or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected and to make any other modifications or amendments to the Declaration and/or Condominium Plat deemed necessary by Declarant and not inconsistent with the Act.

II. AMENDMENT OF DECLARATION AND PLAT

The Declaration and Condominium Plat for Phase 17 for THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM is hereby amended by removing and deleting in their entirety, pages 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of the Phase 17 Condominium Plat, filed in the office of the Columbia County Register of deeds and substituting therefore the Amendment to Phase 17 Condominium Plat filed herein.

It is the intention hereof that the Amended Phase 17 Condominium Plat filed herewith shall supercede and replace for all purposes the prior Pages 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Phase 17.

In addition, the legal description of Phase 17 real estate as contained in the Seventh Amendment and Fourth Supplement to the Condominium Declaration recorded as Document No. 712081 in the office of the Columbia County Register of Deeds, is hereby amended to read as follows:

PHASE 17 PARCEL 1 DESCRIPTION:

A parcel of land located in SW1/4-NW1/4, Section 1, and SE1/4-NE1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southwest corner of Phase 16, The Forest at Swan Lake Village Condominium; thence S74°26'E, along south line of said Phase 16, 116.01 feet; thence N5°22'E along east line of said Phase 16, 90.05 feet to south line of Access Road Easement (D); thence S69°00'E along said south line, 110.11 feet; thence S83°35'E along said south line, 117.89 feet to west line of Access Road Easement (C); thence southerly along said west line on a curve to the right, radius 234.00 feet, whose chord bears S24°23'W, 53.91 feet; thence S31°00'W along said west line, 192.30 feet; thence N80°25'W, 235.00 feet thence N4°22'E, 169.40 feet to point of beginning. Described parcel contains 1.36 acres or 59,320 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat and benefits from the following nonexclusive access easement located in the SW1/4-NW1/4, Section 1 and SE1/4-NE1/4, Section 2, T12N, R9E, bounded by the following described line: Commencing at the southwest corner of Phase 16, The Forest At Swan Lake Village Condominium; thence S4°22'W, 169.40 feet to point of beginning; thence S80°25'E, 235.00 feet to west line of Access Road Easement (C); thence S31°00'W along said west line, 53.71 feet; thence N80°25'W, 210.82 feet; thence N4°22'E, 50.21 feet to point of beginning.

PHASE 17 PARCEL 2 DESCRIPTION:

A parcel of land located in SW1/4-NW1/4, Section 1, and SE1/4-NE1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the southwest corner of Phase I, Saddle Ridge Condominium; thence S4°22'W, 219.61 feet to point of beginning; thence S80°25'E, 210.82 feet to west line of Access Road Easement (C); thence S31°00'W along said west line, 36 feet; thence N80°25'W, 167.88 feet thence N4°22'E, 89.15 feet to point of beginning. Described parcel contains 0.39 acres or 16,810 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat and benefits from the following non-exclusive access easement located in the SW1/4-NW1/4, Section 1 and SE1/4-NE1/4, Section 2, T12N, R9E, bounded by the following described line: Commencing at the southwest corner of Phase 16, The Forest At Swan Lake Village Condominium; thence S4°22'W, 169.40 feet to point of beginning; thence S80°25'E, 235.00 feet to west line of Access Road Easement (C); thence S31°00'W along said west line, 53.71 feet; thence N80°25'W, 210.82 feet; thence N4°22'E, 50.21 feet to point of beginning.

PHASE 17 PARCEL 3 DESCRIPTION:

A parcel of land located in Gov. Lot 4, Section 1, and NE1/4-SE1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Amended Phase 3, The Forest at Swan Lake Condominium; thence S25°55'W along west line of said Amended Phase 3, 66.62 feet to northeast corner of Phase 10, Parcel 1, The Forest at Swan Lake Village; thence N80°35'30"W along north line of Phase 10, Parcel 1, 239.31 feet to northwest corner of said Phase 10, Parcel 1; thence S37°05'W along said north line, 24.44 feet to northeast corner of Amended Phase 8, 80.70 feet; thence S70°21'W along said north line, 174.33 feet to northeast corner of Amended Phase 6, The Forest at Swan Lake Village; thence N90°00'W along north line of said Amended Phase 6, 118.47 feet to northwest corner of said Amended Phase 6; thence S82°26'15"W, 50.00 feet to southeast corner of 2nd Amendment to Phase 5, The Forest at Swan Lake Village Condominium; thence N1°47'W along east line of said 2nd Amendment to Phase 5, 323.00 feet to utheast corner of Amended Phase 4, Parcel 2, The Forest at Swan Lake Village; thence N8°20'E along east

line of said Amended Phase 4, Parcel 2, 25.26 feet to south line of Saddle Ridge Condominium Access Road Easement (C); thence easterly along said south line on a curve to the left, radius 421.00 feet, whose chord bears 9°22'E, 237.73 feet; thence easterly along said south line on a curve to the right, radius 650.00 feet, whose mord bears S67'46'E, 401.72 feet to point of beginning. Described parcel contains 2.69 acres or 117,040 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 4 DESCRIPTION:

A parcel of land located in Gov. Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the southwest corner of 2nd Amendment to Phase 5, Parcel 1, The Forest at Swan Lake Village Condominium; thence S39°48'E along south line of said 2nd Amendment to Phase 5, Parcel 1, 167.79 feet to west line of Access Road Easement (C); thence S45°00'W along said west line, 126.41 feet to southeast corner of PHASE XXV, Parcel 1, Saddle Ridge Condominium; thence N45°00'W along east line of said PHASE XXV, Parcel 1, 34.40 feet to northeast corner of said PHASE XXV, Parcel 1; thence S75°45'W along north line of said PHASE XXV, Parcel 1, 154.17 feet to northwest corner of said PHASE XXV, Parcel 1;; thence N35°00'E along east line of PHASE 1, The Forest at Swan Lake Village Condominium, 131.83 feet to southeast corner of PHASE 2, The Forest at Swan Lake Village Condominium; thence N50°24'E along east line of said PHASE 2, 60.00 feet; thence N21°38'E along east line of said PHASE 2, 92.09 feet to point of beginning. Described parcel contains 0.59 acres or 25,670 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

MASE 17 PARCEL 5 DESCRIPTION:

A parcel of land located in NE1/4-SE1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County; Wisconsin bounded by the following described line: Beginning at the most westerly corner of Phase 13, The Forest at Swan Lake Village Condominium; thence S20°19'E along south line of said Phase 13, 230.42 feet; thence S60°48'E along said south line, 112.46 feet to the southeast corner of said Phase 13; thence S37°07'30"W, 37.48 feet to south line of said NE1/4-SE1/4; thence S89°49'06"W along said south line, 265.07 feet; thence N19°57'E, 320.92 feet to point of beginning. Described parcel contains 0.86 acres or 37,250 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 6 DESCRIPTION:

A parcel of land located in NE1/4-SE1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Phase 14, The Forest at Swan Lake Village Condominium; thence S23°33'W along west line of said Phase 14, 210.77 feet; thence S25°34'E along said west line, 84.25 feet to north line of Phase 13, The Forest at Swan Lake Village; thence N62°02'W along said north line, 266.43 feet to southwest corner of Phase 15, The Forest at Swan Lake Village; thence N43°34'E along south line of said Phase 15, 196.71 feet; thence N89°20'E along said south line, 147.60 feet to point of beginning. Described parcel contains 0.88 acres or 38,350 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Indominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium at.

PHASE 17 PARCEL 7 DESCRIPTION:

A parcel of land located in NE1/4-SE1/4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase 14, The Forest at Swan Lake Village Condominium; thence N84°20'W° along north line of said Phase 14, 130.63 feet to northwest corner of said Phase 14; thence N63°44'W along north line of Phase 15, The Forest at Swan Lake Village Condominium, 144.30 feet; thence N31°39'W along said north line, 137.46 feet; thence N13°08'E, 303.30 feet; thence N81°12'E, 383.54 feet to the northwest corner of Phase XIX, Parcel 1, Saddle Ridge Condominium; thence S12°00'W along the west lines of Phase XIX, Parcel 1, Phase XXIII, Parcel 2, Phase XXVII, Phase XIII, Parcel 2, Phase XXVII, Phase XIII, Parcel 2, Phase XIV, Parcel 1, PHASE XVI and 2nd Amendment to PHASE XI, Parcel 2, all Saddle Ridge Condominium, 560.00 feet to point of beginning. Described parcel contains 3.94 acres or 171,760 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

EFFECT OF AMENDMENT AND SUPPLEMENT.

This Amendment and Supplement subjects the following additional lands to the Condominium Declaration:

A parcel of land located in G. L. 1, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the most westerly corner of Phase 13, The Forest at Swan Lake Village Condominium; thence S20°19'E along south line of said Phase 13, 230.42 feet; thence S60°48'E along said south line, 112.46 feet to the southeast corner of said Phase 13; thence S37°07'30"W, 27.48 feet to the north line of said G. L. 1 and point of beginning; thence S37°07'30"W, 61.63 feet; thence N81°40'W, 218.50 feet; thence N25°40'W, 125.25 feet; thence N19°57'E, 10.19 feet to said north line; thence N89°49'06"E, 265.07 feet to point of beginning.

Described parcel contains 0.70 acres or 30,510 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest at Swan Lake Village Condominium plat.

EFFECTIVE DATE OF THIS AMENDMENT.

The effective date of this Amendment shall be the date that it is recorded in the office of the Register of Deeds for Columbia County, Wisconsin.

IN WITNESS WHEREOF, this document has been executed by the duly authorized officers of Saddle Ridge, Inc., a Wisconsin corporation, the Declarant, as of the date first set forth above, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

THE SADDLE RIDGE CORPORATION

By: Mahlon Kirk, President

By: Shall Ashih (SEAL)

Elizabeth H. Kirk, Secretary (SEAL)

STATE OF WISCONSIN)
) SS
LOUNTY OF COLUMBIA)

Personally came before me this 21 day of December, 2005, the above-named Mahlon Kirk, President, and Elizabeth H. Kirk, Secretary, of The Saddle Ridge Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

* Public, Columbia County, Wisconsin
My Commission: 9609...

This instrument drafted by: Attorney Thomas C. Groeneweg 619 Oak Street, P. O. Box 443 Baraboo, WI 53913-0443

11+ e. 4 Jaoga A PHASE 3 PHASE XIV THE FOREST AT SWAN LAKE VILLAGE NA+ NA SADDLE RIDGE CONDOMINIUM PHASE 10 Parcel 1 SR ACCESS ROAD EASEMENT COLUMBIA COUNTY, WISCONSIN THE FOREST AT SWAN LAKE Tian Tian AMENDED PHASE 17 PH. XX P. 2 CONDOMINIUM PH. XV AMENDED PHASE 8 있 1/4x 2. GRAPHIC SCALE IN FEET: € OF 20' SEWER EASEMENT LANDS ADDED TO SR PER COURT SETTLEMENT PARCEL. 3 8 AMENDED PHASE 6 4 H. 4 913 30 PHASE NXX HA W 900 00 W CURVE 34 PN. 2 SR PH. XXIV 1 '03S + TP I P. K. SEC. LINE е С "40" COA. 2EC V/IEN AM. PH. **38AH**9 .Ч \$ parcels described and the location of buildings and driveways constructed or to be constructed as proposed at the date bereof and the identification and location of each unit FSLV shown parcels, that this plat is a correct representation of the exterior boundaries of the **LBFA** SND WY I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the DELTA: ARC: CHORD 13°14' \$4.03' \$24°23'W, 53.91' 32°48' 241.01' \$69°22'B, 237.73' 36°00' 408.42' \$67°46'E, 401.72' \$3 } FUTURE PHASES RADIUS 421.00° 650.00° 234.00' CURVE: NZ S4 T SR AMENDED PHASE I 5 83°135′F ACCESS ROAD EASEMENT (D) IIA BRAHA HE PHASE IT PARCEL EASEMENT FUTURÉ 208 FSLV P4 PHASE 22'E SW/4-NWI/4 SEC. I FSLV = The Forest at Swan Lake Village Condominium SR = Saddle Ridge Condominium FSLV **\$08** 21.68 , e9.40 SR PHASE 11/ 7,77,€ FUTURE PHASE action the PHASE 17 PARCEL 2 SEI/4-NEI/4 SEC, 2 SR PHASE IV GRAPHIC SCALE IN · FEET: 50 100

The Forest at Swan Lake Village Aniended Phase 17 Sheet I of I11 sheets

> Carbon Surveying, Inc. 1709 Ash St., Barabon, WI, 53913 Phone & FAX (608) 356-8598

An agreement has been signed by Mark Carlson and Lee Gosda To exclude certain requirements of A-B 7 Wisconsir Administrative code, namely setting monunents at the corners of the parcels described.

and common elements to be determined

= Saddle Ridge Condominium
 = Found 3/4" round iron rad
 = Found 1 ¼" round iron rod
 = Set 3/4"x24" round iron rod weighing 1.5#/lin. ft.

Bearings are referenced to Saddle Ridge Condominium.

Saddle Ridge Corporation 100 Saddle Ridge Portage, WI, 53901

The Forest at Swan Lake Village Amended Phase 17 Sheet 3 of 11 sheet:

An egreement has been signed by Mark Carlson and Lee Gosda To exclude certain requirements of A-B 7 Wisoonsin Administrative code, namely setting monuments at the comers of the parcela described.

> Carison Surveying, Inc. 1709 Ash St., Baraboo, WI, 53913 Phone & FAX (608) 356-8598

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

AMENDED PHASE 17

FUTURE PHASES

O = Set 3/4"x24" round iron rod weighing 1.5#/lin. ft.

Bearings are referenced to Saddle Ridge Condominium.

FSLV - The Forest at Swan Lake Village Condominium SR = Saddle Ridge Condominium

= Saddle Ridge Condominum ● = Found 3/4" round iron rod ● = Found 1 ¼" round iron rod

FSLV PHASE 14 FSLV Phase 12 NE1/4-SE1/4 PHASE 17 PARCEL 7 SEC, 2 800 GRAPHIC SCALE IN FEET; FSLV PHASE 15 FSLV Phase 13 8 30 838AH^q 3AUTU4 I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the shown parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of buildings and driveways constructed or to be bronstructed as proposed at the date hereof and the identification and location of each unit 20-62-11 5-27-05 12-12-5 and common elements to be determined. 3 RE CONDO PH XIX RIDGE SADDLE PH XVI PHASE XI 2ND AM. 383.54 PHASE 17 PARCEL NE/4-8E/14 SEC; 2 .736 FSLV PHASE 14 130.63' N84 20'W 48101216 200 GRAPHIC SCALE IN FEET; 364 PHASE 17 N. 55. 45. W. စ္တ 0 50 0E.E0E FSLV APHASE Saddle Ridge Corporation E38AH^q 38UTU7 100 Saddle Ridge Portage, WI, S3901

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

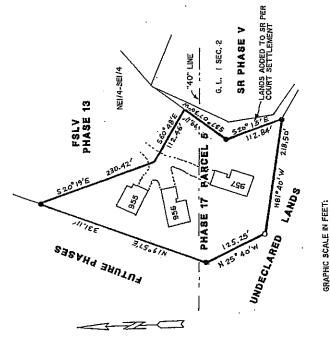
AMENDED PHASE 17

2ND AMENDMENT

FSLV PHASE 5 PARCEL 1

FSLV Phase 2

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INSMONSKI'S OUC!

SR PHASE XXV

875°45'W

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PHASE 17 PARCEL 4

FSLV Phase 1

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Ravieus 12+2-05 5-27-05 Legal 11-23-0

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<u>8</u>

GRAPHIC SCALE IN FEET:

SH PHASE XXV PARCEL 2

G, L, SEC. 1

Saddle Ridge Corporation 100 Saddle Ridge Portage, WI, 53901 Carison Surveying, Inc. 1709 Ash St., Baraboo, WI, 53913 Phone & FAX (608) 356-8398

I, Mark C. Carison, registered land surveyor, hereby certify that I have surveyed the shown parcels, that this plat is a correct representation of the exterior boundaries of the parcels described and the location of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and common elements to be determined.

An agreement has been signed by Mark Carison and Lee Gosda To exclude certain requirements of A-E 7 Wisconsin Administrative code, namely setting monuments at the corners of the parcels described.

O = Set 3/4"x24" round iron rod weighing 1.5#/lin. ft.

Bearings are referenced to Saddle Ridge Condominium.

FSLV = The Forest at Swan Lake Village Condominium SR = Saddle Ridge Condominium = = Found 3/4" round iron rod = Found 1 ¼" round iron rod = Found 1 ¼" round iron rod

Swan Lake Village Amended Phase 17 Sheet 2 of 11 sheets

The Forest at

thence NS 22TE along east line of said Phase 16, 90.05 feet to south line of Access Road Easement (D); thence S69 00TB along said south line, 110.11 feet, thence S83 357E along of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest Road Easement (C); thence S31 00 W along said west line, 53.71 feet; thence N80 25 W, record. Parcel has benefit of Access Road Easements A through E as described in Phases described line; Beginning at the southwest corner of Phase 16, The Forest at Swan Lake said south line, 117.89 feet to west line of Access Road Basement (C); thence southerly Village Condominium; thence S7426'E, along south line of said Phase 16, 116.01 feet; at Swan Lake Village Condominium plat and benefits from the following non-exclusive access easement located in the SW1/4-NW1/4, Section 1 and SE1/4-NE1/4, Section 2, corner of Phase 16, The Forest At Swan Lake Village Condominium; thence S4°22'W, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following 169.40 feet to point of beginning; thence S80°25'E, 235.00 feet to west line of Access T12N, R9E, bounded by the following described line: Commencing at the southwest Described parcel contains 1.36 acres or 59,320 sq. ft. and is subject to easements of A percel of land located in SW1/4-NW1/4, Section 1, and SE1/4-NE1/4, Section 2, along said west line on a curve to the right, radius 234,00 feet, whose chord bears \$34,23 W, 53.91 feet; thence S31,00 W along said west line, 192.30 feet; thence N8025'W, 235.00 feet thence N422'E, 169.40 feet to point of beginning. 210.82 feet; thence N4 22'E, 50.21 feet to point of beginning.

PHASE 17 PARCEL 2 DESCRIPTION:

Condominium; thence 84°22 W, 219.61 feet to point of beginning; thence S80°25'B, 210.82 feet to west line of Access Road Easement (C); thence S31°00'W along said west line, 95.36 feet; thence N80 25'W, 167.88 feet thence N422'H, 89.15 feet to point of TIZN, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following A parcel of land located in SW1/4-NW1/4, Section 1, and SE1/4-NE1/4, Section 2, described line; Commencing at the southwest corner of Phase I, Saddle Ridge

at Swan Lake Village Condominum plat and benefits from the following non-exclusive access easement located in the SW1/4-NW1/4, Section 1 and SB1/4-NB1/4, Section 2, T12N, R9E, bounded by the following described line. Commencing at the southwest corner of Phase 16. The Forest At Swan Lake Village Condominum; thence S4°22'W, 169-40 feet to point of beginning; thence S80'25'E, 235.00 feet to west line of Access Road Easement (C); thence S31'00'W along said west line, 53.71 feet; thence N80'25'W, of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest record. Parcel has benefit of Access Road Basements A through E as described in Phases Described parcel contains 0.39 acres or 16,810 sq. fl. and is subject to easements of 210,82 feet; thence N4 22'E, 50.21 feet to point of beginning.

parce's described and the location of buildings and driveways constructed or to be constructed as proposed at the date bereof and the identification and location of each unit shown parceis, that this plat is a correct representation of the exterior boundaries of the I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the and common elements to be determined.

To exclude certain requirements of A-E 7 Wisconsin Administrative code, namely setting monuments at the corners of the parcels described. An agreement has been signed by Mark Carlson and Lee Gosda

Saddle Ridge Corporation 100 Saddle Ridge

Portage, WI, 53901

Carkon Surveying, Inc. 1709 Ash St., Baraboo, WI, 53913 Phone & FAX (608) 356-8598

PHASE 17 PARCEL 3 DESCREPTION:

said Phase 10, Parcel 1; thence S37°05'W along said north line, 24.44 feet to northeast corner of Amended Phase 8, The Forest at Swan Lake Village; thence S60°09'W along north line of Amended Phase 8, 80.70 feet; thence S70°21'W along said north line, 174.33 Condominium; thence S25'55'W along west line of said Amended Phase 3, 66,62 feet to northeast corner of Phase 10, Parcel 1, The Forest at Swan Lake Village; thence N80'35'30"W along north line of Phase 10, Parcel 1, 239.31 feet to northwest corner of Amendment to Phase 5, The Forest at Swan Lake Village Condominium; thence N1 47 W Condominaun Access Road Basement (C); thence easterly along said south line on a curve feet to northeast corner of Amended Phase 6, The Forest at Swm Lake Village; thence N90 00 W along north line of said Amended Phase 6, 118.47 feet to northwest corner of Amended Phase 4, Parcel 2, The Forest at Swan Lake Village, thence 18 70 E along east line of said Amended Phase 4, Parcel 2, 25.26 feet to south line of Saddle Ridge R9E, Town of Pacifio, Columbia County, Wisconsin bounded by the following described of Saddle Ridge Condominium and Access Road Basement ($\widehat{ ext{F}}$) as described in The Forest record. Parcel has benefit of Access Road Basements A through E as described in Phases line: Beginning at the northwest corner of Amended Phase 3, The Forest at Swan Lake A parcel of land located in Gov. Lot 4, Section 1, and NE1/4-SE1/4, Section 2, T12N, thence easterly along said south line on a curve to the right, radius 650.00 feet, whose along east line of said 2" Amendment to Phase 5, 323.00 feet to southeast corner of Described parcel contains 2.69 acres or 117,040 sq. ft. and is subject to easements of said Amended Phase 6; thence S82 2 6'15"W, 50.00 feet to southeast corner of 2^{14} to the left, radius 421.00 feet, whose chord bears 869°22'B, 237.73 feet; chord bears S67*46'E, 401.72 feet to point of beginning. at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 4 DESCRIPTION:

north line of said PHASE XXV, Parcel 1, 154.17 feet to northwest corner of said PHASE southwest corner of 2" Amendment to Phase 5, Parcel 1, The Forest at Swan Lake Village Condominium; thence S39 48'E along south line of said 2" Amendment to Phase XXV, Parcel 1,, thence N35 VO'E along east line of PHASE 1, The Forest at Swan Lake Village Condominium, 131.83 feet to southeast corner of PHASE 2, The Forest at Swan of Saddle Ridge Condominium and Access Road Easement ($\overline{\mathrm{F}}$) as described in The Forast feet; thence N21 38'E along east line of said PHASE 2, 92.09 feet to point of beginning. record. Parcel has benefit of Access Road Easements A through E as described in Phases A parcel of land located in Gov. Lot 4, Section 1, T12N, R9B, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning at the 5, Parcel 1, 167.79 feet to west line of Access Road Easement (C); thence \$45°00°W along said west line, 126.41 feet to southeast comer of PHASE XXV, Parcel 1, Saddle Ridge Condominum; thence N45 00 W along east line of said PHASE XXV, Parcel 1, 34.40 feet to northeast corner of said PHASE XXV, Parcel 1; thence S75'45'W along Lake Village Condominium; thence NSO 24'E along east line of said PHASE 2, 60.00 Described parcel contains 0.59 acres or 25,670 sq. ft. and is subject to easements of at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 5 DESCRIPTION:

said south line, 112.46 feet to the southeast corner of said Phase 13; thence S37°07'30"W, at the most westerly corner of Phase 13, The Forest at Swan Lake Village Condominium; A parcel of land located in NE1/4-SE1/4 and G. L. 1, Section 2, T12N, R9B, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Beginning of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest record. Parcej has benefit of Access Road Easements A (turugh $oldsymbol{\mathrm{E}}$ as described in Physes thance S20°19'E along south line of said Phase 13, 230.42 feet, thence S60°48'E along N25 40'W, 125.25 feet; thence N19'87'E, 331.11 feet to point of beginning. Described parcel contains 1.56 acres or 67,760 sq. ft. and is subject to easements of 99.11 feet; thence S20°15'W, 112.84 feet; thence N81 40'W, 218.50 feet; thence t Swan Lake Village Condominium plat.

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

AMENDED PHASE 17

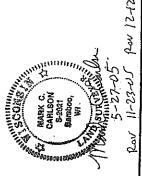
PHASE 17 PARCEL 6 DESCRIPTION:

line, 84.25 feet to north line of Phase 13, The Forest at Swan Lake Village; thence N62 '02'W along said north line, 266.43 feet to southwest corner of Phase 15, The Forest at Swan Lake Village; thence N43 '34'B along south line of said Phase 15, 196.71 feet; thence N89 '20'B along said south line, 147.60 feet to point of beginning. S23 33. W along west line of said Phase 14, 210.77 feet; thence S25 34'E along said west Described parcel contains 0.88 acres or 18,350 sq. ft. and is subject to easements of record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement $(ar{F})$ as described in The Forest Columbia County, Wisconsin bounded by the following described line: Beginning at the northwest corner of Phase 14, The Forest at Swan Lake Village Condominium; thence A parcel of land located in NE1/4-SE1/4, Section 2, T12N, R9E, Town of Pacific, at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 7 DESCRIPTION:

A parcel of land located in NE1/4-SE1/4, Section 2, T12N, R9E, Town of Pacific,

of Phase XIX, Parcel 1, Phase XXIII, Parcel 2, Phase XXVII, Phase XIII, Parcel 2, Phase XIV, Parcel 1, PHASE XV, Parcel 1, PHASE XV, Parcel 1, PHASE XV, Parcel 1, PHASE XV, Parcel 2, all Saddle record. Parcel has benefit of Access Road Easements A through E as described in Phases of Saddle Ridge Condominium and Access Road Easement (F) as described in The Forest Phase XIX, Parcel 1, Saddle Ridge Condominum; thence S12 30 W along the west lines Village Condominium, 144.30 feet; thence N31°39'W along said north line, 137.46 feet; thence N31°08'E, 303.30 feet; thence N81°12'E, 383.54 feet to the northwest corner of Columbia County, Wisconsin bounded by the following described line: Beginning at the northeast corner of Phase 14, The Forest at Swan Lake Village Condominium; thence Described parcel contains 3.94 acres or 171,760 sq. ft. and is subject to essements of N84"20"W along north line of said Phase 14, 130.63 feet to northwest comer of said Phase 14; thence N63 44 W along north line of Phase 15, The Forest at Swan Lake Ridge Condominium, 560.00 feet to point of beginning. at Swan Lake Village Condominium plat.



Par 12-12-05

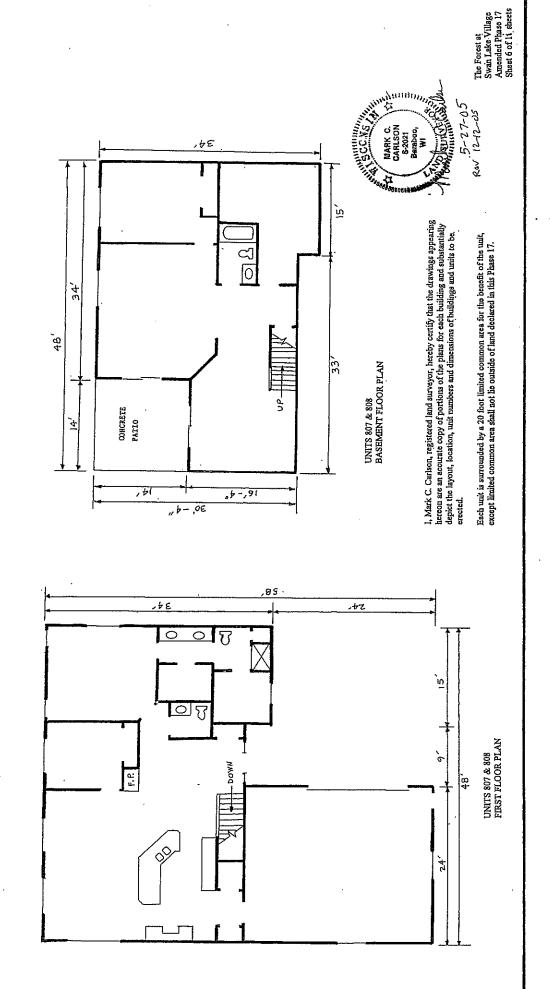
Swan Lake Village Amended Phase 17 Sheet 4 of 11 sheets

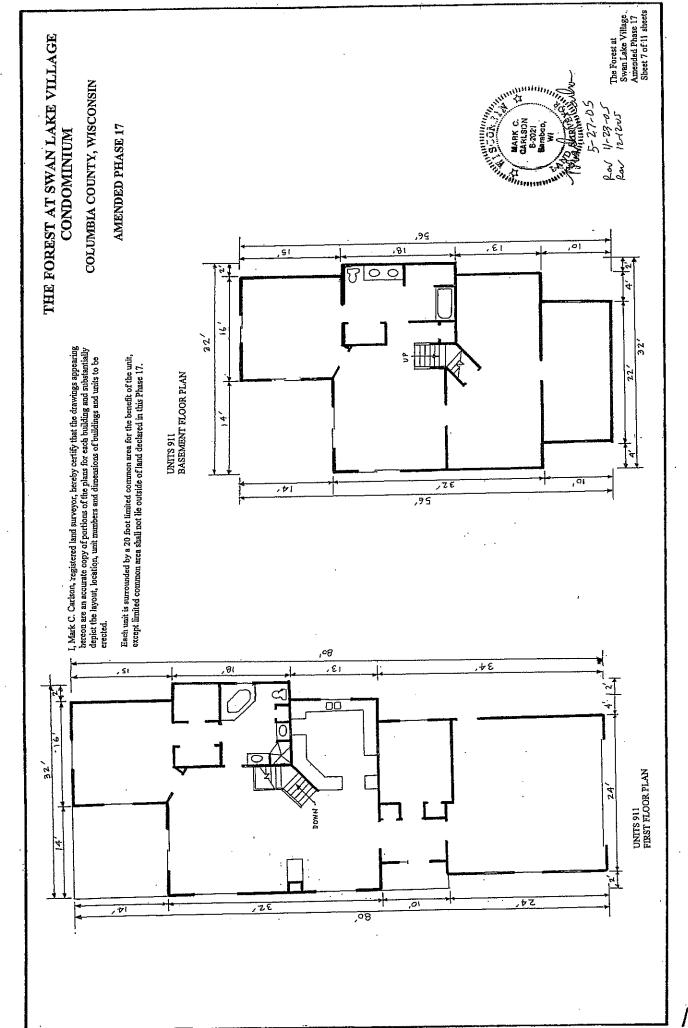
The Forest at Swan Lake Village Amended Phase 17 Sheet 5 of 11 sheets THE FOREST AT SWAN LAKE VILLAGE COLUMBIA COUNTY, WISCONSIN Ray 11-23-05 Ray 12-12-05 AMENDED PHASE 17 CONDOMINIUM ,8t 4 .UNITS 804, 805, 806,846, 847, 913 & 915 FIRST FLOOR PLAN 8 42, cond, stoop 1,-8" 10'x12' wood deck 10,-4, ,9€ I, Mark C. Carlson, registered land surveyor, hereby certify that the drawings appearing bereon are an accurate copy of portions of the plans for each building and substantially depict the layout, location, unit numbers and dimensions of buildings and units to be Bach unit is surrounded by a 20 foot limited common area for the benefit of the unit, except limited common area shall not lie outside of land declared in this Phase 17. 7.47 UNITS 804, 805, 806,846, 847, 913 & 915 BASEMENT FLOOR PLAN 42, 1,-8, 10'-4" ,9€

THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

AMENDED PHASE 17





The Forest at Swan Lake Village Amended Phase 17 Sheet 8 of 1f sheets fluor plan revised THE FOREST AT SWAN LAKE VILLAGE Revised rightip tine. **,**₽₽ COLUMBIA COUNTY, WISCONSIN AMENDED PHASE 17 CONDOMINIUM I. Mark C. Carison, registered land surveyor, hereby certify that the drawings appearing bereon are an accurate copy of portions of the plans for each building and substantially depict the layout, location, unit numbers and dimensions of buildings and units to be sereted. Bach unit is surrounded by a 20 foot limited common area for the benefit of the unit, except limited common area shall not lie outside of land declared in this Phase 17, UNITS 917 & 919 BASEMENT FLOOR PLAN 221. 4" 100 .91 ,06 **`∂£** `85 ΟÓ 40, UNITS 917 & 919 FIRST FLOOR PLAN 3

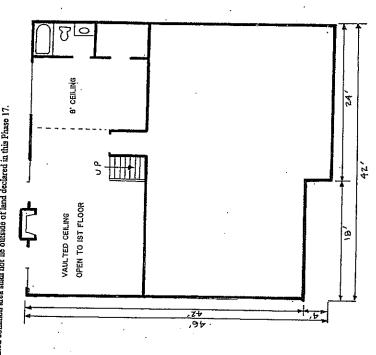
THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

AMENDED PHASE 17

I, Mark C. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans for each building and substantially depict the layout, location, unit numbers and dimensions of buildings and units to be

Each unit is surrounded by a 20 foot limited common area for the benefit of the unit, except limited common area shall not lie outside of land declared in this Phase 17.



UNITS: 956,957,960,963, 964,965,966,967 & 968 BASEMENT FLOOR PLAN

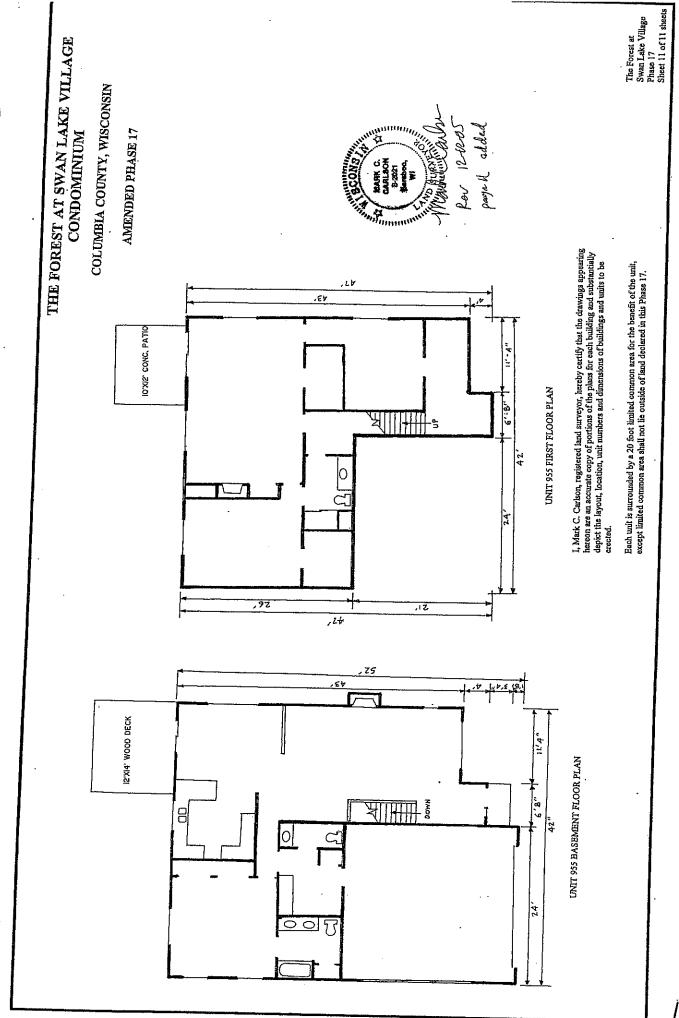
The Forest at Swan Lake Village Amended Phase 17 Sbeet 9 of 11 sheets

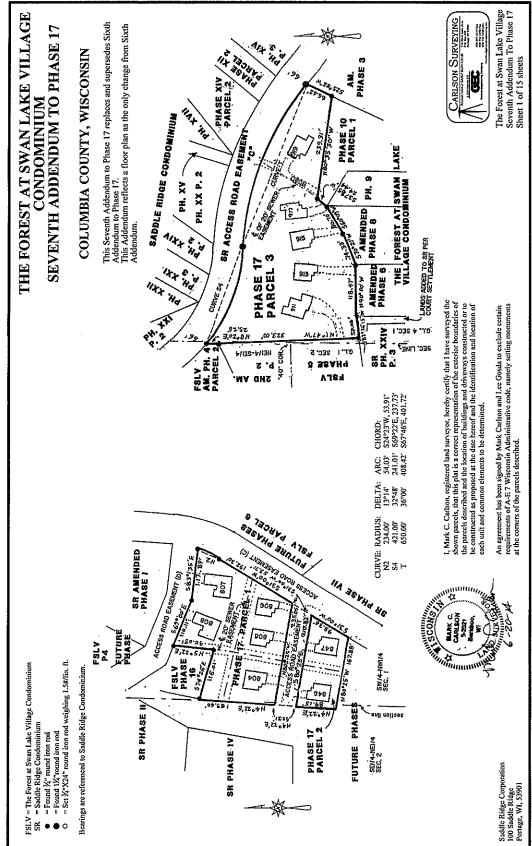
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Thurs 956, 957,960,953, 964, 965,966,963, 966, 965,966,963, 8,968

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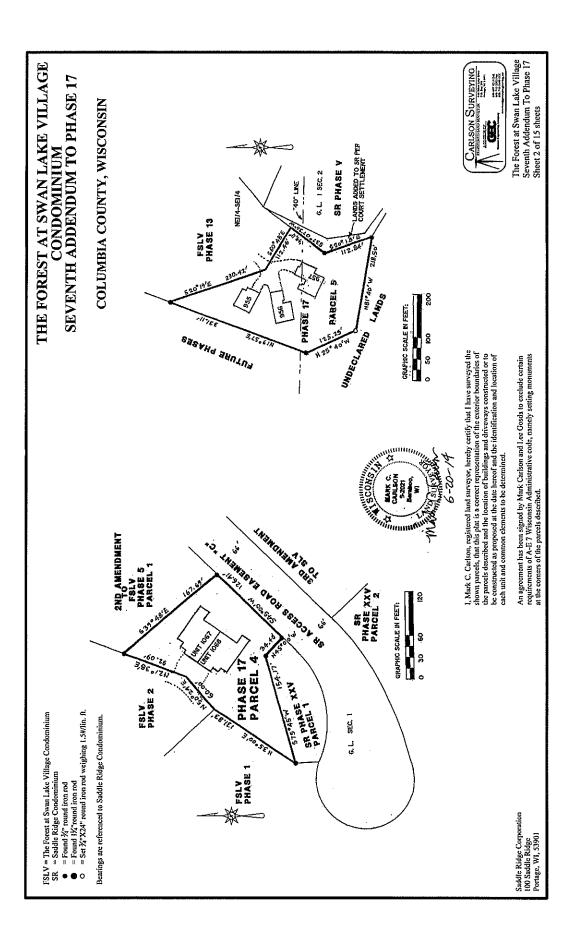
The Forest at Swan Lake Village Amended Phase 17 Sheet 10 of 1f sheets 5-27-05 for 11-25-05 Rav 12-12-05 THE FOREST AT SWAN LAKE VILLAGE CONDOMINIUM , ° 9 €, COLUMBIA COUNTY, WISCONSIN ,01 CRAWL SPACE AMENDED PHASE 17 ď. 40, UNIT 1068 (Unit 1067 is mirror image) BASEMENT FLOOR PLAN 91 ,01 ,05 00 I, Mark C. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans for each building and substantially depict the layout, location, unit numbers and dimensions of buildings and units to be erected. 6 Each unit is surrounded by a 20 foot limited common area for the benefit of the unit, except limited common area shall not lie outside of land declared in this Phase 17, 5 40, UNIT 1068 (Unit 1067 is miror image) FIRST FLOOR PLAN 28, 22' -4" ,9 F ,9 S





Page 46

Vol 3



The Forest at Swan Lake Village Seventh Addendum To Phase 17 Sheet 3 of 15 sheets THE FOREST AT SWAN LAKE VILLAGE CARLSON SURVEYING SEVENTH ADDENDUM TO PHASE 17 COLUMBIA COUNTY, WISCONSIN CONDOMINIUM FSLV Phase 14 FSLV PHASE 12 PHASE 17 PARCEL 7 NE14-5E14 88 GRAPMC SCALE BY FEET; FSLV PHASE 15 FSLV PHASE 13 Š 8 Sasahq aantua I, Mark C. Carlson, registered land surveyor, hereby certify that I have surveyed the shown parcels, that his has it a concert representation of the externer boundaries of shown parcels described and the focation of buildings and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of be constructed as proposed at the date hereof and the identification and location of An agreement has been signed by Mark Carlson and Lee Gosda to exclude certain requirements of A-E 7 Wisconsin Administrative code, namely setting monuments at the corners of the parcels described. each unit and common elements to be determined. SADDLE RIDGE CONDO PH XIX PH XVI ZND AM. TO PHASE XI PARCEL 2 383.54 PHÁSE 17 PARCEL FUTURE PHASES NETA-SE114 FSLV PHASE 14 SEC. 2 130.63 N84°20W ő 3,210181 965 = Sct X"X24" round iron rod weighing 1.5#/lin. ft. FSLV = The Forest at Swan Lake Village Condominium SR = Saddle Ridge Condominium GRAPHIC SOALE IN FEET; ş Bearings are referenced to Saddle Ridge Condominium. PHASE 17 8 8 = Found X" round iron rod = Found 1X" round iron rod FSLV PHASE 3,800EIN Saddle Ridge Corporation 100 Saddle Ridge Portage, WI, 53901 SBSAHA BAUTUR

PHASE 17 PARCEL 1 DESCRIPTION

1129, ROF. Town of Facific, Columbia Courty, Wisconsia bounded by the following described line: Beginning at the southwest corner of Phase 16. The Forest at Swall lake Village Consbornishmy theore SY470E, along south flow of said pites 16, 11601 flexi, themeo NS72E along east fine of fail Phase 16, 90.05 feet to south line of Access Road Exercat (D); theme S69'0'E along said south him, 110.11 feet; themeo S89'3'S'E along said south line, 110.11 feet; themeo S89'3'S'E along said south line, 110.10 feet. T12N, R9E, bounded by the following described line: Commonwing at the confinent corner of Planes 16, Inc. Planes 41, See February theore 54°22 W, corner of Planes 16, Inc. Planes 41, See February theore 580°25°12, 235.00 feet to west line of Access Road Basemari (Oj; thence S31°00'W along said west line, 53.71 feet; thence N80°25°W, Section 1, and SE1/4-NE1/4, Section 2, Road Basement (C); thence 551 to n array and 210.82 feet to point of beginning. A parcel of land located in SW1/4-NW1/4,

PHASE 17 PARCEL 2 DESCRIPTION:

A parect of land located in SW1/4-NW1/4, Section 1, and SE1/4-NE1/4, Section 2, T12N, RSE, Town of Pacific, Columbia Courty, Wisconsain bounded by the following described line: Commencing at the southwest court of lines 1, Saddle Religio Conformation; place 25 PSW 1, 219, 161 feet to point of begaining; thence S80²DE, 2002, Seet to west fine of Access Read Essentent (C); thence S31 TOW We know saw west line, 95.36 feet thence N80²DE, W, 167,88 feet thence N4²DEE, 89.15 feet to point of

beginning.

Described purel contains 0.39 acres or 16 810 ag. ft. and is subject to essements of necent. Parent last bearest of Acress Road Essements A through E as described in Plases of Saedie Ridge Condominium and Acress Road Essement (F) as described in The Forest at Swan Lake Vallage Condominium plat and bearings from the Ribbwing non-exclusive ascess ensement located in the SWI/A-NWI/4, Socion 1 and SEI/4-NEI/4, Section 2, T12N, R9E, bounded by the following described line: Commencing at the southwest corner of Plases 16. The Forest A Commencing at the southwest (SA-40 fter to point of Regimning; thanco SSI/23/25, 235.00 fted to west line of Access Road Essement (C); theore S3I Pov W along said west line 6.5.47. 10 82 feet thence N4 22 E, 50.21 feet to point of beginning.

I, Mark C, Carbon, registered had surveyer, hereby certify that I have surveyed the shown pures, that this pit is a context depresentation of the exterior boundaries of the beaven graces, that this pit is a context depresentation of the exterior of the boundaries of the constructed described and the location of buildings and driveways constructed or to be expectivated as proposed at the date, hereof and the identification and location of each unit and common elements to be determined.

An agreement has been agoed by Mark Carlson and Lee Gosda To exclude certain requirements of A.E. 7 Wisconsin Administrative code, namely setting monuments at the corners of the purce's described-

Saddle Ridge Corporation 100 Saddle Ridge Portage, WI, 53901

record. Pared has benefit of Access Road Essements A through E as described in Phases of Saddle Ridge Condominium and Access Road Essement (F) as described in The Forest PHASE 17 PARCEL 4 DESCRIPTION: at Swan Lake Village Condominium plat.

north inc of said PHASE XXXV, Parcel 1, 154.17 first to northwest corner of said PHASE XXV, Parcel 1, thence N35Vo'E along east line of PHASE 1, The Forest at Swan Lake Village Condominium, 131.88 feet to southeast corner of PHASE2. The Forest at Sym-Lake Village Condominium, thence NSO²A* E along east line of said FHASE2, 60.00 feet thence NEI 28 FE along east line of said FHASE2, 24.00 feet to point of Perginning. Described parcel contains CSP searces or 25.670 sq. ft. and is subject to examenat on recorn. Parcel has benefit of Access Road Eastermars A through E as described in Plasse of Saidlie Ridge Condominium and Access Road Eastermart (F) as described in The Forest A pured of that beared in Gov. Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsta bounded by the following described hier: Beginning at the southwest cours of 2" Amendment to Phase 5, Fured 1, The Fotest at Swan Lisa the southwest course of 2" Amendment to Phase 5, Fured 1, The Fotest at Swan Lisa 5, Fured 1, 167.79 Ear to west line of Access Road Esserment (C); thence 845 fb/0; We along said west line, 156.4 fleet to a west line of Access Road Esserment (C); thence 845 fb/0; We along said west line, 156.4 fleet to access 145 fb/0; Wang seast line of read PHASE XXV, Pared 1, 3440 feet to northeast corner of said PHASE XXV, Pared 1, 1840 feet to anotheast corner of said PHASE XXV, Pared 1, thence 875*fs/9; We along at Swan Lake Village Condommium plat.

PHASE 17 PARCEL 5 DESCRIPTION:

A pract of fixed foested in NEI/4-SE1/6 and G. L. I, Section 2, 712N, R9E, Town of Perific, Columbia County, Wisconsin bounded by the following described law; Beginning at the most westerly counce of Phrase 13, 718 betwest 6 Swall facts United Collocianium; theme S07/9 E along south live, 112.46 feet to the southeast corner of said Phase 13, 710.42 feet; theree S07/9 E; then S07/9 F will be the southeast corner of said Phase 13; thence S37/07/3 W, S0-31 feet, thence S27/7 F W, 112.84 feet; thence NBI VW, 7.28.56 feet; their bears S07/6 feet; the southeast corner of said phase 13; thence S37/07/3 W, S0-31 feet; thence NBI VW, 7.28.56 feet; their bears S04/W, 12.2.5 feet; thence NBI VW, 2.8.50 feet; their bears of the state of the state of the state of the said is subject to extending the reconstruction of the state of the stat of Saddle Ridge Condominant and Access Road Easement (F) as described in The Forest at Swan Lake Village Condomination plut.

THE FOREST AT SWAN LAKE VILLAGE SEVENTH ADDENDUM TO PHASE 17 CONDOMINIUM

COLUMBIA COUNTY, WISCONSIN

PHASE 17 PARCEL 6 DESCRIPTION:

hee, 84.25 feet to north line of Phrace 13, The Forest at Swan Lake Village; there to NOS for Washes 15, fire 15 outlier act concer of Phrace 15, fire 15 outlier act concer of Phrace 15, fire 15 outlier at Nos 24 outlier 14 of 15 outlier at the new NOS 25 outlier at the state of the new NOS 25 outlier at the state of the new nost of the new NOS 25 outlier and the state of the new nost of the new Access Road Estematic A through E as described in Phese Souther Road 25 outlier at Access Road Estematic A through E as described in The Forest A purel of lead located in NE1/4-SE1/4, Stötion 2, 71/2N, R9E, Town of Parific, Columbia County, Wisconsto broaded by the following described field subgraining at the Portaxi of Printes 14, The Forest at Swan Lake Village Condominum thanse S23*33 W abong west Ene of said Prince 14, 210.77 feet thanse 523*33 W abong west Ene of said Prince 14, 210.77 feet thanse 523*33 W was at Swan Lake Village Condominium plat.

PHASE 17 PARCEL 7 DESCRIPTION:

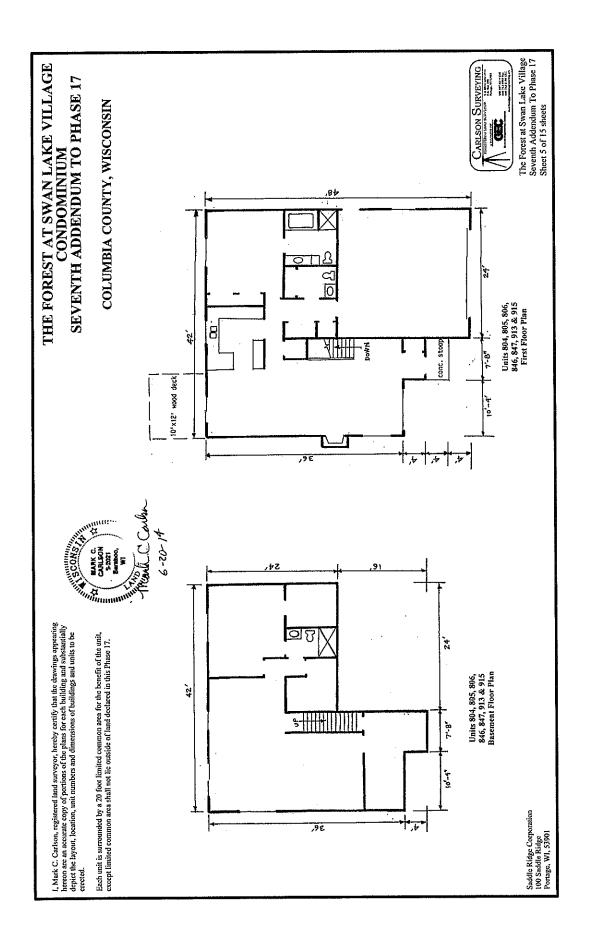
N84°50'W along north line of said Phase 14, 130.63 feet to northwest comer of said Phase 14, time LN64 41. The Forest as Nam Laber 14. Williage Condominium, 14. W along north line of Phase 15. The Forest as Nam Laber 14. Williage Condominium, 14. 43.0 feet, thence N81 Forest 33.3 44 feet, thence N81 Forest 33.3 44 feet to the northwest comer of Phases XIX, Pared 1, Saddle Reigle Condominium, theme S12 OW 94 hogg the worst lines XIX Phase XIX, Phase 3. The XXVIII, Phase XIX, Phase 3. The XXVIII, Phase XIX, Phase 3. The NASE XIX and 2. Phase XXVIII, Phase XIII, Phase 3. The Annex 2. Phase XXVIII, Phase 3. The Annex 2. Phase XXVIII, Phase 3. The XXIII, Phase 3. The Annex 3. Phase XXIII, Phase 3. The Annex 3. Phase XXIII, Phase 3. The Annex 3. Phase A pared of had located in NE1/4-SB114, Section 2, 71213, R9E, Town of Pacific, Columbia County, Wiccomes bounded by the following described line: Beginning at the northeast corner of Phase 14, The Forest at Swan Lake Village Condominium; thence Ridge Condominant, 560.00 feet to point of beginning.

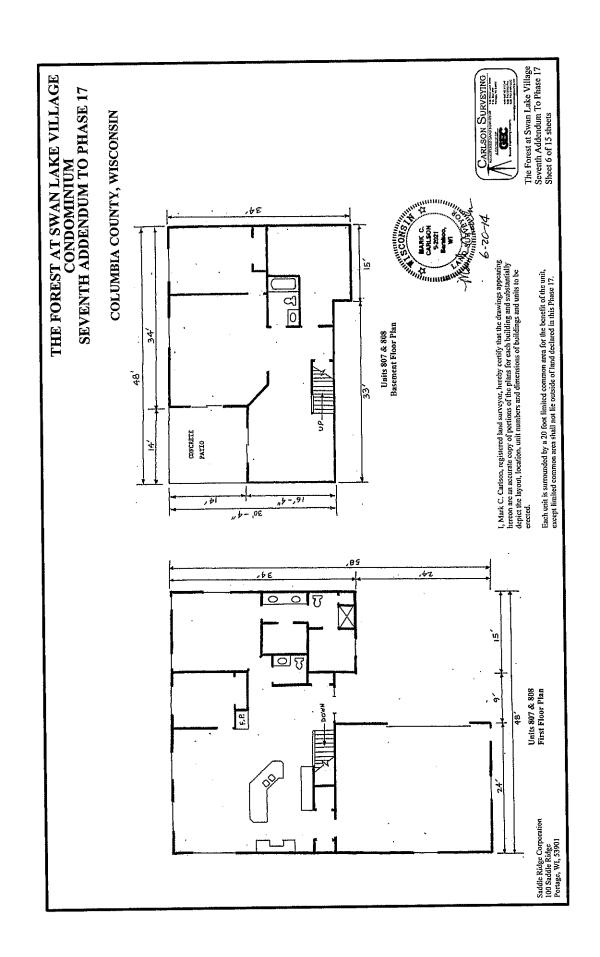
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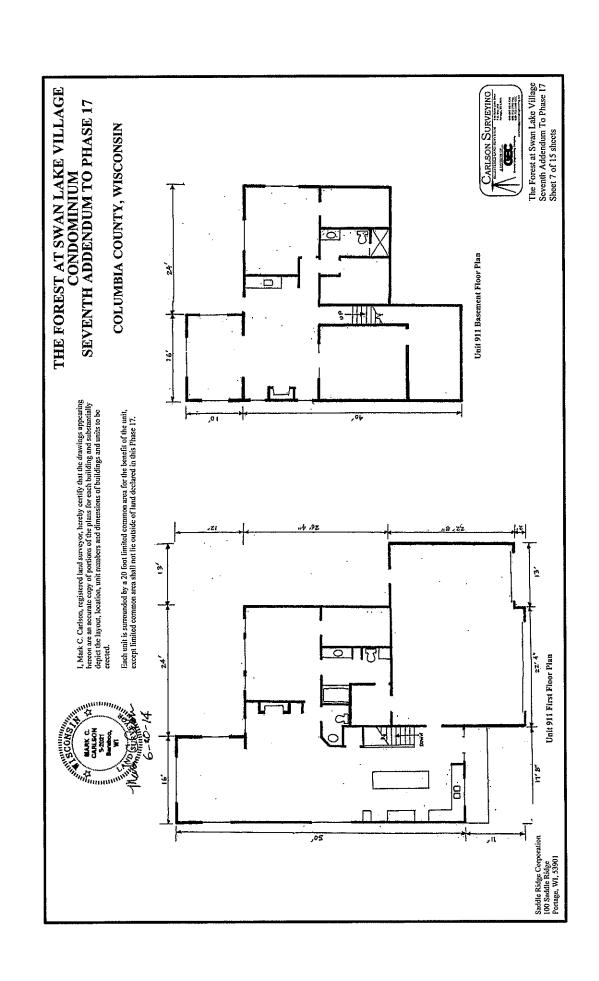


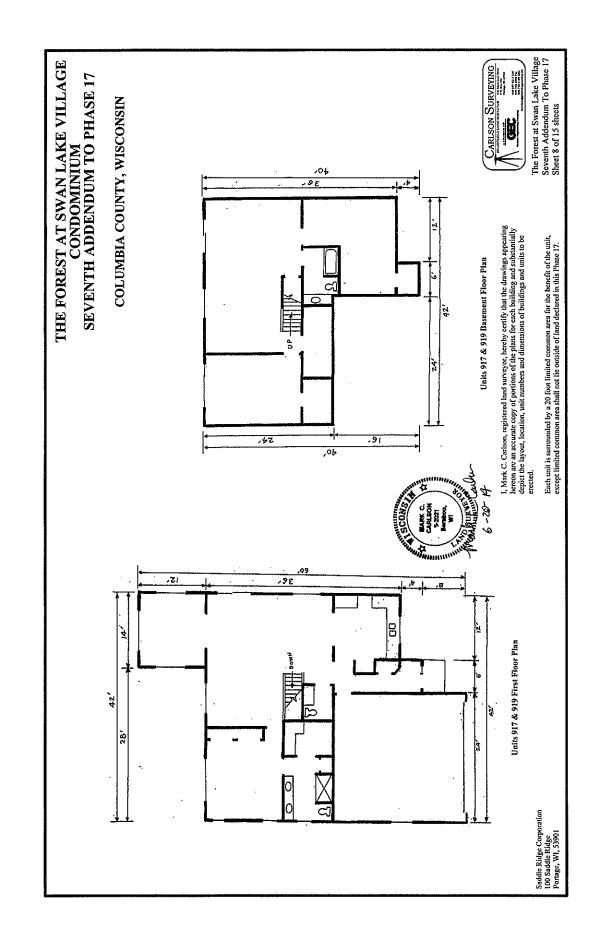


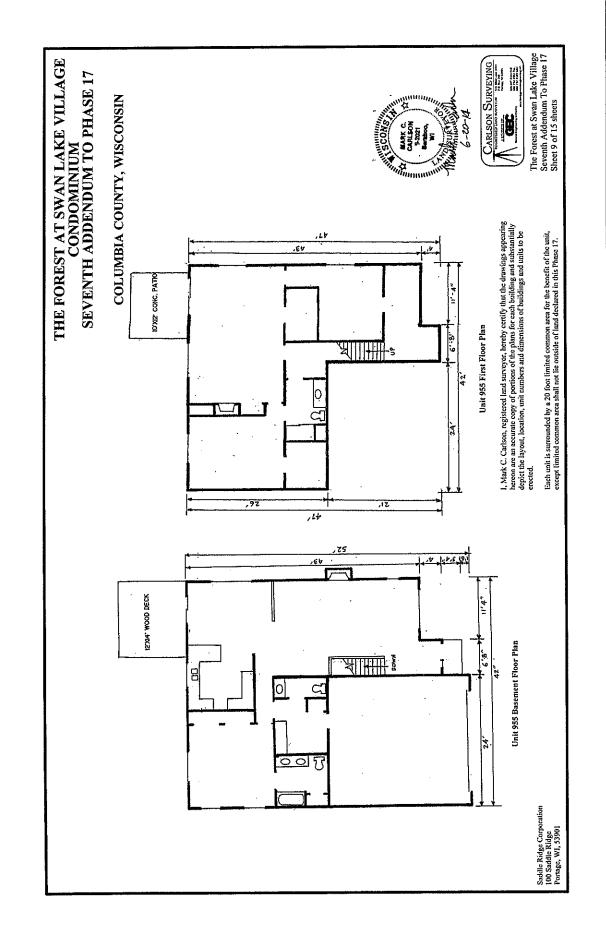
The Forest at Swan Lake Village Seventh Addendum To Phase 17 Sheet 4 of 15 sheets

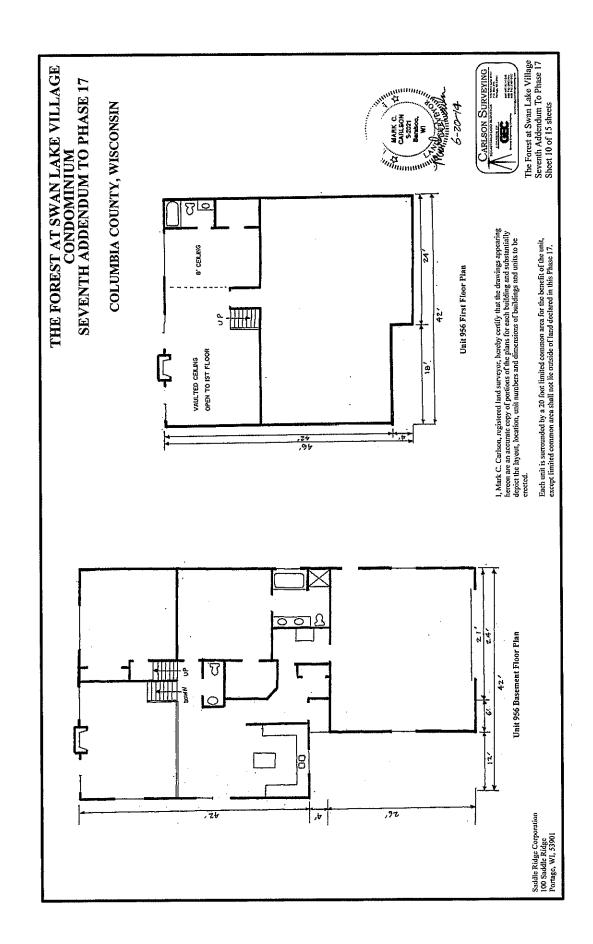


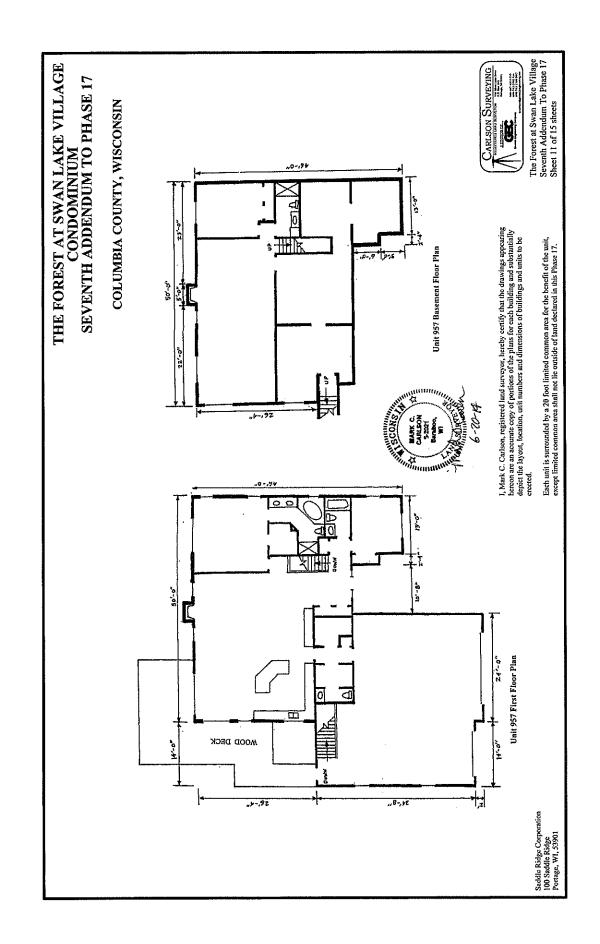


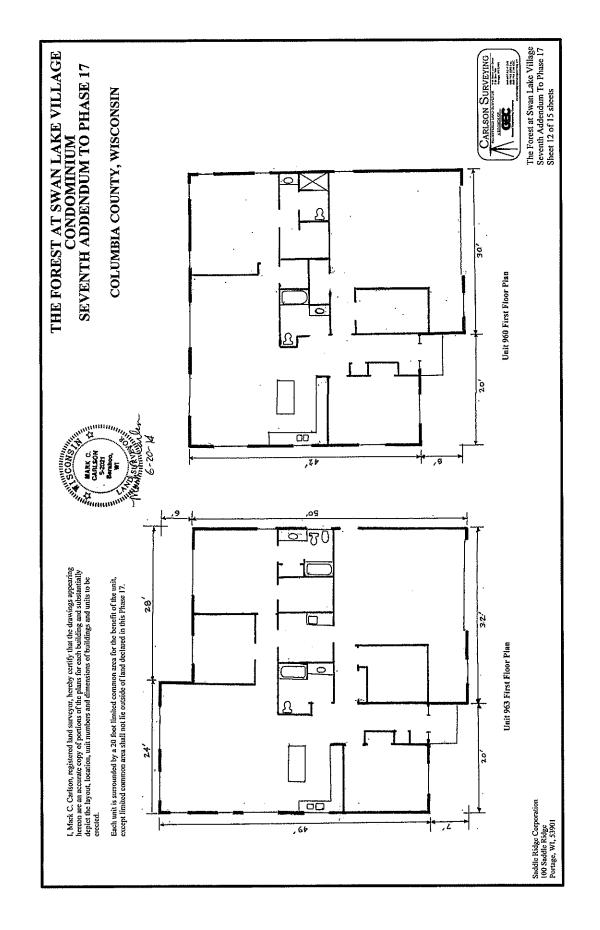


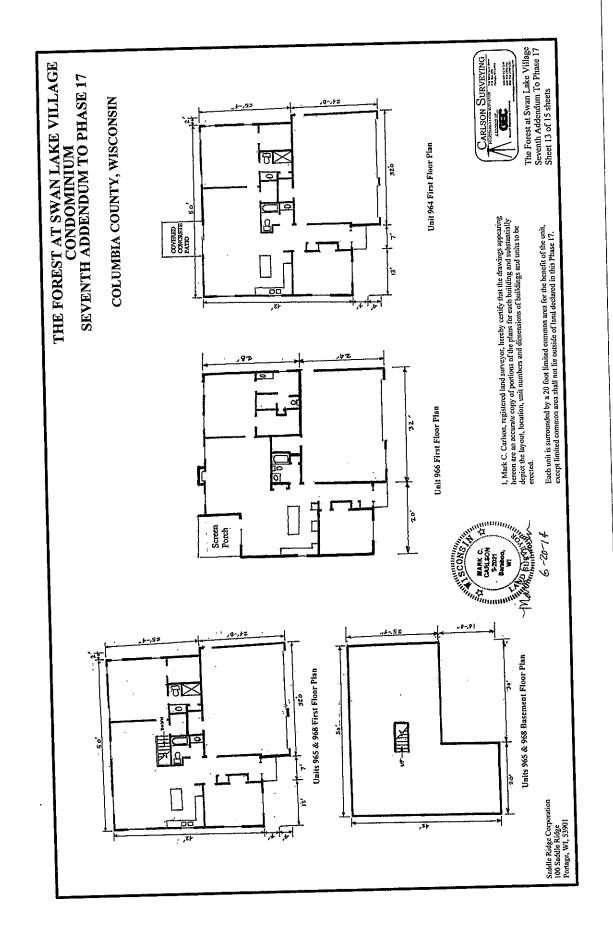


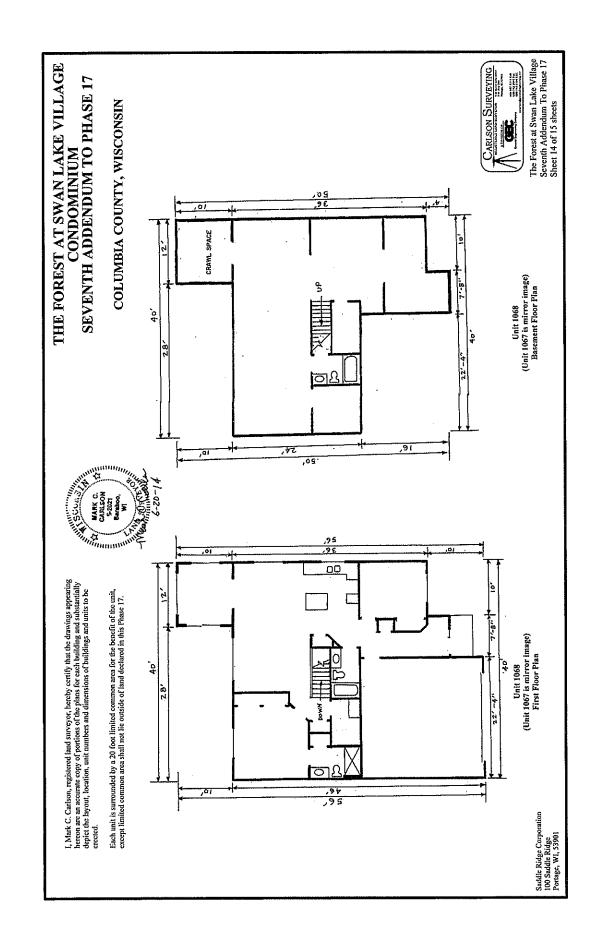












Columbia County Register of Deeds Received for recording this 20th day of June 2014 at 3:11 PM and The Forest at Swan Lake Village Seventh Addendum To Phase 17 Sheet 15 of 15 sheets CARLSON SURVEYING THE FOREST AT SWAN LAKE VILLAGE of Condominium Plats on page 46 as document #860979. recorded in Volume 3 SEVENTH ADDENDUM TO PHASE 17 COLUMBIA COUNTY, WISCONSIN Hisa Walter 6-20-14 20 1, Mark C. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans for each building and substantially depict the layout, location, unit numbers and dimensions of buildings and units to be erected. Each unit is surrounded by a 20 foot limited common area for the benefit of the unit, except limited common area shall not lie outside of land declared in this Phase 17, Unit 967 Basement Floor Plan ,24 ž Unit 967 First Floor Plan ā <u>,,</u> Saddle Ridge Corporation 100 Saddle Ridge Portage, Wf, 53901

SECTION 2

BY-LAWS

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BY-LAWS OF THE FOREST CONDOMINIUM ASSOCIATION, LTD.

ARTICLE 1. PLAN OF UNIT OWNERSHIP

Section 1. Condominium Unit Ownership. The property located in the Town of Pacific, Columbia County, Wisconsin, (the "Property") known as The Forest at Swan Lake Village Condominium, has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Columbia County.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of The Forest Condominium Association under the Wisconsin Non-stock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term Property and other terms used herein shall, unless the context or Declaration requires otherwise, have the same meaning as used or defined in the Wisconsin Condominium Ownership Act.

Section 3. Office and Mailing Address. The mailing address of the Association and of the Board of Directors of the Association (Board of Directors) shall be The Forest Association at Swan Lake, P.O. Box 73, Portage, Wisconsin. 53901.

ARTICLE II BOARD OF DIRECTORS

Section 1. Number and Qualifications: The affairs of the Association and of the Property shall be governed by the Board of Directors, consisting of three persons having been duly elected by the members.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the Declarant or unit owners. The Board of Directors shall have full powers and authority necessary or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, The Declaration, these By-Laws and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors with the approval of a majority of unit owners may employ for the Property, a managing agent and/or a manager, at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. Any management contract shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee upon 90 days written notice.

Section 4. Election and Term of office. At the first annual meeting of the unit owners, and each annual meeting thereafter, the Members of the Board of Directors shall be elected. The term of office for each Director shall be three (3) years. The terms of office shall be staggered so that only one Director is elected each year.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by vote of the unit owners shall be temporarily filled within thirty (30) days by the Board of Directors. The vacancy will be filled by election at the next unit owner's meeting.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of members of the Board of Directors, by e-mail, mail or facsimile and by posting notice to the unit owners by distribution of a notice to each address, which notice shall state the time, place and purpose of the meeting, at least 48 hours prior to the time of such meetings.

Section 8. Special Meetings. Special Meetings of the Board of Directors may be called by the President on 48 hours notice to each member of the Board of Directors, given by e-mail, mail, or facsimile and by posting notice to the membership by distribution of a notice to each address which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on like notice on the written request of at least one member of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors shall obtain or require fidelity bond coverage for all officers and employees of the Property handling or responsible for funds of the Association, including employees of professional managers. The premiums on such bonds shall

constitute a common expense.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting in such capacity, but may, upon approval of the Board of Directors, be reimbursed for expenses incurred in acting in such capacity.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake in judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability arising out of any contract made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared by all the unit owners on a pro-rata basis and not in accordance with their undivided percentage interests in common elements, and the liability of any single unit owner shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, director's liability insurance may be obtained and shall be paid for as a common expense.

Section 14. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III UNIT OWNERS MEETINGS

Section 1. Annual Meeting. The meeting contemplated by Article II, Section 1 (b) shall be deemed the first annual meeting, and thereafter the annual meetings of the unit owners shall be held on the second Monday of October of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Any meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25% of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and

purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least ten (10) but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners who are present, either in person or by proxy, at such meeting. Any meeting which has been adjourned by the unit owners because of the lack of a quorum may be reconvened at such time as a quorum is obtained, without further notice. At such reconvened meeting, at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Voting. There shall be one vote in the Association appurtenant to each unit. Each unit owner shall furnish the Association with his name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished.

- (a) Joint or Multiple Ownership. Each unit owner shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned, except as herein specifically limited. Where ownership is in the name of two or more persons, the vote appurtenant to their unit may be cast by any one joint owner provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast pro rata in accordance with each join owner's interest in the unit. For the purposes of this section, a land contract vendee or vendees shall be deemed the unit owner or owners.
- (b) Proxies. The owner or owners of each unit or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of the unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time prior to a meeting by written notice to the Secretary by the owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following issuance unless granted to a mortgagee land contract vendor.
- (c) Effect of Liens. Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

Section 7. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and acting at any meeting of the unit owners.

- Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence, in person, of 33% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of unit owners. Proxies, which are valid as votes, are not counted for quorums.
- Section 9. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes, except where a higher percentage vote is required by law, be the Declaration or by these By-Laws.
- Section 10. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 11. Membership.

- (a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.
- (b) Initial membership in Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Columbia County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Columbia County, Wisconsin, of a deed or other instrument establishing a change of record title to a unit. A copy of such deed or instrument shall be delivered to the Association by the transferee, and transferee shall thereby become a member of the Association and the membership of the prior owner or vendor shall be terminated. Until such delivery the transferee shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice-President must be members of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

- Section 3. Removal of Officers. Upon the affirmative vote of a majority of members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such a purpose.
- Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners, any committee which he decides is appropriate to assist in the conduct of affairs of the Association.
- Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.
- Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and shall in general perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.
- Section 7. Treasurer The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall in general perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.
- Section 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors.
- Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V. DETERMINATION AND COLLECTION OF COMMON EXPENSES

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year, and allocate and assess such common expenses against the unit owners as provided in the Declaration and Article VI of these By-Laws, provided however, that the budget and the assessments created thereby shall be presented for the review and approval by the members at the annual member's meeting or any special meeting called for such purpose.

Section 2. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times and in such manner as the Board of Directors shall determine, including automatic monthly withdrawals from the unit owners' checking accounts into a designated depository. A late charge of up to \$20 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the fifth day of the month when due.

No Unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof made in accordance with the provisions of Section 1, Article XI of these By-Laws. A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Association or Board of Directors furnishes a statement pursuant to Section 7-3.16 of the Wisconsin Unit Ownership Act, such liability shall be limited to the amount set forth therein. Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

Assessments shall commence the first day of the following month of an original sale of a unit by the Declarant to an original buyer. Prior to the original sale the Declarant shall not be liable for any unit owned by the Declarant and not sold. However; the Declarant shall be responsible for all maintenance, water and sewer for such unsold unit.

Section 3. Collection of Assessments. The Board of Directors shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 4. Default in Payment of Assessments. In the event of default by any unit owner in paying the Association the assessed common expenses, such unit owner shall be obligated to pay interest at the highest rate permitted by law per year on such assessments from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid assessments. The Board of Directors shall have the right and duty to attempt to recover such assessments and expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 703.16 of the Wisconsin Condominium Ownership Act. The Board of Directors shall also have the right to prohibit such unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on such unit and the amount necessary to release the lien has not been paid at the time of the

meeting. The Board of Directors shall also have the right to notify all other unit owners of the names of all unit owners who are more than 30 days delinquent in the payment of their assessments. By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to such notification.

Section 5. Foreclosure of Liens for Assessments. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Statement of Assessments. The Board of Directors shall promptly provide any unit owner, his mortgagee or land contract vendor, who makes a request in writing, a written statement for his unpaid assessments.

ARTICLE VI ITEMS OF COMMON EXPENSE

Section 1. Budget and General Description. The initial budget shall have been prepared and shall be submitted to Unit Owners at the time they receive the Disclosure Materials. The assessments for common expenses for the entire year shall be effective as of January 1 of each year, but shall be payable in monthly installments. If a unit owner chooses to make such payments in monthly installments, said payments shall be made on the first day of each month, commencing January 1. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the board of Directors pursuant to provisions of this Article, and shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year, except to the extent that such expenses are attributable to the limited common elements by the Declaration. The Board of Directors shall advise each unit owner in writing of the amount of the common expenses payable by him, and shall furnish copies to all unit owners of each budget on which such common expenses are based.

Section 2. Working Capital. A working capital fund shall be established for the initial months of operation of the Property equal to four months' assessments for common expenses for each unit, but not more than a total of \$400.00 per unit. The payments towards fund allocable to each unit shall be made by each unit owner upon the closing of the purchase of each unit from Declarant, and shall be in addition to and not a credit against the regular annual assessment provided by Article V hereof.

Section 3. Insurance.

- (a) Fire and Extended Coverage. The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings and other improvements constructed upon the Common Elements. Such insurance shall cover the Property and shall name as insured the Association and all unit owners and their mortgagees and land contract vendors, as their interests may appear, in the amount equal to not less than the replacement value of any depreciable improvements without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees or land contract vendors. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof, if \$10,000 or less, shall be payable to the Association; and if more than \$10,000, shall be payable to the insurance trustee. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days prior written notice to the Association. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be in effect pursuant to this section.
- (b) Public Liability. The Association shall also be required to obtain and maintain public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the unit owners, such public liability insurance shall be in a single limit of at least \$1,000,000.00 covering all claims of bodily injury or property damage arising out of one occurrence.
- (c) Workers Compensation. The Association shall obtain and maintain worker's compensation insurance to the extent necessary to comply with all applicable laws.
- (d) Unit Owners. Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, such that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance.
- Section 4. Water and Sewer Charges. Water and sewer services shall be supplied to all of the units and common elements by the Association, and shall be separately billed for each unit. Each unit owner shall pay the water bill charged to his unit as defined in the Water Agreement.
- Section 5. Electricity and Gas. Electricity and gas required to service the units and the common elements shall be supplied by the public utility company serving the area, and shall be

separately metered for each unit. Each unit owner shall be responsible for electricity and gas consumed or used in or in connection with his unit. The Association shall pay the bills for electricity and gas consumed used in or in connection with the common elements as a common expense.

Section 6. Maintenance and Repair.

- (a) Units. All maintenance of and repairs to any unit and to any limited common element appertaining to such unit, structural or non-structural, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit or common or limited common element resulting from his negligence, misuse, misconduct or neglect.
- (b) Common Elements. All maintenance, repairs and replacements to the common elements (except as provided in Section 6 (a) and unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner in which case such expense shall be charged to such unit owner, shall be made by the Association and be charged to all the unit owners as a common expense.

Section 7. Additions, Alterations, or Improvements by the Association. Whenever, in the judgment of the Board of Directors, the common elements shall require additions, alterations or improvements costing in excess of 10% of the annual operating budget, and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing 10% of the annual operating budget or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 8. Other Common Expense. Common expenses shall include the items above specified, as well as any other expense stated in these By-Laws, the Declaration, or the Wisconsin Condominium Ownership Act to be an item of common expense.

ARTICLE VII REPAIR AND RECONSTRUCTION AFTER DAMAGE

Section 1. Damage of Less than 20%. In the event of any damage to or destruction of the common elements in an amount equal to or less than twenty (20%) percent of the replacement cost of the entire Condominium, whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction thereof (excluding any damaged units) and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common expense.

Section 2. Damage in excess of 20%; Less than 80% insurance. In the event the Property is destroyed or damaged in an amount in excess of twenty (20%) percent of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than eighty (80%) percent of the cost of completing repair or reconstruction, the Association by vote of at least 75% of all unit owners may determine within 90 days after such damage or destruction not to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association determines not to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in proportion to their respective undivided percentage interests in the common elements and shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case be, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, after first paying out of the share of each unit owner to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

Section 3. Damage in excess of 20%; more than 80% Insurance. In the event the Property is destroyed or damaged in an amount in excess of twenty (20%) percent of the replacement cost of the entire Condominium, and insurance proceeds are equal to or greater than eighty (80%) percent of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with Section 6, Article VI.

Section 4. Unit owner Authorization Implied. By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 10, Article II of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 5. Insurance Trustee. The insurance trustee shall be a financial institution in the State of Wisconsin, designated by the Board of Directors and having a capital, surplus and undivided profits of \$500,000.00 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

ARTICLE VIII. OWNER IMPROVEMENTS

Section 1. Structural Additions, Alterations or Improvements by Unit Owners. A unit

owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of improvements made to his unit or of any portion of the Property without the prior written approval of the Design Review Committee, described below. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations, or improvements.

Section 2. Architectural and Design Control.

- (a) A Design Review Committee consisting of three or more persons shall be appointed by the Board of Directors and shall be responsible to the Board. The Design Review Committee shall regulate the external design and appearance of the units and the design, appearance and location of improvements to the common areas and limited common areas in such a manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and functional utility of the Condominium as a place to live, including a harmonious relationship among structures, vegetation and topography.
- (b) No building, fence, wall, structure or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to the grounds) shall be commenced, erected, maintained, improved or altered in common or limited common areas, not shall any change of exterior color or other work which in anyway alters the exterior appearance of any unit, common area or limited common area be done, without the prior written approval of the Design Review Committee (i) regarding the harmony of its exterior design and location in relation to, and its effects upon, surrounding structures, vegetation, topography, and the overall community design of the Property, (ii) the character of the exterior materials and (iii) quality of the exterior workmanship.
- (c) The Design Review Committee shall, subject to the approval of the Board of Directors, develop and promulgate policy guidelines for the application of the design review provisions set forth herein. The policy guidelines shall include review procedures, aspects and objectives of review, and principles and criteria used as design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property.
- (d) In the event the Design Review Committee fails to approve or disapprove in writing an application within thirty (30) days after the plans and specifications in writing have been submitted to it by a unit owner, in accordance with adopted procedures, approval will be deemed granted. An applicant may appeal an adverse Design Review Committee decision to the Board of Directors, who may reverse or modify such decisions by a two-thirds vote of those Directors present and voting at a meeting at which a quorum is present.

ARTICLE IX
USE OF PROPERTY; REMEDIES

- Section 1. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:
- (a) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.
- (b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (c) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having Jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (d) A unit owner shall not place any object in common areas unless permitted by the Board of Directors, these By-Laws, or rules and regulations promulgated hereunder.
- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that each unit owner may keep domestic dogs, cats, fish, canaries, parakeets provided that they are not kept, bred or maintained for commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. Pets shall not be permitted in the common areas except for immediate transfer to and from units.
- (f) The portion of the limited common element lying between a garage constructed upon a unit and the street right of way is provided for the exclusive use of the owner of such unit. Provided, however, that such area shall be used only for the parking of two (2) operable vehicles (automobiles or trucks or less than ¾ tons in capacity), other than occasional short-term visitor parking. The use of such area for the repair (other than minor short-term repairs) or storage of automobiles, boats, motorcycles, camping or travel trailers, firewood or items other then said operable automobiles or trucks is strictly prohibited.
- (g) A unit owner shall not erect any antenna or other like device in any common or limited common area without first securing the written approval of the Board of Directors and the Design Review Committee.

Section 2. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

(a) No resident or guest of a resident is allowed to carry and/or discharge a loaded firearm

or bow either within a residence or common area of The Forest at Swan Lake Village.

Section 3. Abatement and Enjoining Violations. The violation of any rule or regulation adopted by the Board of Directors, or breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the limited common elements appurtenant to a unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent or meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoy, abate or remedy such thing or condition by appropriate legal proceedings. Provided however, that the right of entry shall only be exercised subsequent to a finding that a violation has occurred at a hearing held for such purpose pursuant to Section 4, below, or a judicial determination to such effect.

Section 4. Grievance Procedure.

- (a) The Board of Directors or any unit owner may file a written complaint with the Secretary of the Association against another unit owner for violation of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefore and the hearing procedure to the unit owner complained of by personal delivery or by certified mail, return receipt requested. The unit owner complained of may within fifteen (15) days of delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the unit owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the unit owner complained of denies the allegations, a hearing before the Grievance Committee will be held not less than 14 nor more than 30 days after delivery or mailing of a notice of hearing to the parties.
- (B) Upon the delivery or mailing of the notice of hearing, the President of the Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three (3) unit owners who are not members of the Board of Directors, relatives of the unit owner complaining or complained of, witnesses at the hearing or persons other wise interested in the hearing.
- (c) The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining unit owner. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the unit owners.

(d) Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors shall without limiting any other rights set forth in the By-Laws, impose a fine against the defaulting unit owner in the amount of \$25.00 for the violation and \$100.00 for subsequent violations which if not paid within three (3) days shall bear interest at the rate allowable by law on judgments and shall constitute a lien against the unit until paid in full.

ARTICLE X. MORTGAGES

- Section 1. Mortgage of Units. Each unit may be separately mortgaged.
- Section 2. Notice to Board of Directors. A unit owner who mortgages his unit shall immediately notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain such information in the same manner as it maintains a record of ownership of units.
- Section 3. Rights of Mortgagees. As to any mortgagee of a unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 12 of the Declaration that it desires to receive notice of the following matters:
- (a) The Board of Directors shall give the mortgagee written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles or the By-Laws;
- (b) The Board of Directors shall give the mortgagee by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions or this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than 30 days of such failure;
- (c) The Board of Directors shall notify the mortgagee of physical damage to structure, fixtures or equipment of a unit in an amount exceeding \$10,000.00 when such damage is known to the Board of Directors and shall notify all mortgagees if common or limited common elements of the Condominium are damaged in an amount exceeding \$20,000.00 The Board of Directors shall also notify the mortgagee in writing of any condemnation proceedings concerning the Property; and
- (d) The Board of Directors shall permit the mortgagee to examine books and records of the Association and upon request shall furnish the mortgagee annual reports and such other financial data as it sends to unit owners.
- Section 4. Land Contracts. For purposes of this Article and elsewhere in these By-Laws, land contract vendors and vendees shall have the same rights as mortgagees and

ARTICLE XI SALES AND LEASES OF UNITS

Section 1. Sales. Unit owners may sell their units or any interest therein provided the provisions of this Article are complied with. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements appurtenant thereto; (b) the interest of such unit owner in any units heretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale thereof, if any; and (c) the interest of such unit owner in any other assets of the Association. (a), (b), and (c) hereinafter are collectively called the "appurtenant interests."

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted even though the later shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred or other disposition of the unit to which such interests are appurtenant, or as part of a sale transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, or sell his unit unless and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit.

Section 4. Leases. No owner(other than Declarant) may lease his unit more than twice in any 12 month period without permission of the Board of Directors. For purposes of this section, the assignment or sublease of a lease shall be counted as a new lease. Any owner executing a lease, sublease or assignment of lease shall give written notice thereof to the Board of Directors within three (3) days of taking such action.

ARTICLE XII CONDEMNATION

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property, the award made for such taking shall be payable to the Association of such award amounts to \$10,000.00 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and

any costs in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with Section 1, Article VII of these By-Laws. If restoration is not undertaken, the proceeds of the award shall be disbursed to the unit owners in proportion to their respective undivided percentage interests in the common elements.

Section 2. Units and Limited Common Elements. In the event of a taking in condemnation or by eminent domain of any of the units or the limited common elements appurtenant thereto, the owner(s) of the unit (s) so taken shall be entitled to receive all of the net proceeds of the award attributable to such unit (s) and the improvements made to the limited common elements appurtenant thereto. The net proceeds attributable to the limited common elements (other than the improvements thereto) shall be disbursed to all unit owners in proportion to their respective undivided percentage interests in the Property. If any such unit owner is in default in paying common expenses, the amount of said expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of their undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the limited common and common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

ARTICLE XIII RECORDS

Section 1. Records and Reports. The Board of Directors shall keep detailed records of the actions of the Association and the Board of Directors; minutes of the meetings of the Board of Directors; minutes of the meetings of the unit owners; and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semi-annually. In addition, and upon request of two-thirds of the unit owners, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant, which report need not be certified, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XIV MISCELLANEOUS

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter

designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices of mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be given when mailed except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail, except as otherwise provided in these By-Laws.

- Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.
- Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or intent of any provision thereof.
- Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.
- Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- Section 6. Conflicts. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of the By-Laws conflict with the provisions of the Declaration, the declaration shall control.

ARTICLE XV AMENDMENTS TO BY-LAWS

Section 1. By Members. These By-Laws may be altered, amended or repealed or new By-Laws adopted by affirmative vote of 67% of all unit owners either present or by proxy of the eligible number of all unit owners at a meeting that has had public notice of not more than twenty (20) days and not less than ten (10) days prior to the meeting.

Section 2. By Directors. These By-Laws may be altered, amended or repealed or new By-laws adopted by the Board of Directors by affirmative vote of a majority of the number of directors present at any meeting at which a quorum is in attendance; but no By-Law adopted by the members shall be amended or repealed by the Board of Directors if the By-Law so adopted so provides.

Section 3. Implied Amendments. Any action take or authorized by the members or by the Board of Directors, which would be inconsistent with the By-Laws then in effect but is taken or authorized by affirmative vote of not less than the number of voting members or the number of directors required to amend the By-Laws so that the By-Laws would be consistent with such action, shall be given the same effect as though the By-Laws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

SECTION 3 ARTICLES OF INCORPORATION

W. The

Articles of Incorporation of The Forest Condominium Association, Ltd

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ARTICLE IV Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following:

- (a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;
- (b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;
- (c) To maintain, operate and protect the common elements and facilities as set forth in the Declaration;
- (d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;
- (e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;
- (f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration
- (g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;
- (h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;
- (i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and
- (j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Alt owners of units in THE FOREST CONDOMINIUM shall be entitled and required to be members of the such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the By-Laws of the Association.

ARTICLES OF INCORPORATION OF THE FOREST CONDOMINIUM ASSOCIATION, LTD.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I Name

The name of the Corporation shall be THE FOREST CONDOMINIUM ASSOCIATION, LTD. (the "Association").

ARTICLE II Period of Existence

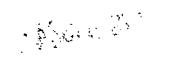
The period of existence of the Association shall be perpetual.

ARTICLE III Purposes

The purposes for which this Association is organized are as follows:

- (a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property") as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for THE FOREST CONDOMINIUM, as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin (hereinafter referred to as "Declaration");
- (b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and
- (c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

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ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be 100 Saddle Ridge, Portage, Wisconsin 53901, and the initial registered agent at such address shall be Elmer L. Gosda.

ARTICLE VII

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be

The number of directors constituting the initial Board of Directors shall be three (3), and the provided in the By-Lawsnames and addresses of the initial directors are: Robert Miller

Elmer L. Gosda 610 W. Cook Portage, WI 53901 Elizabeth H. Kirk 729 Morningstar Dr. # 2

Portage, WI 53901

612 Prospect

Portage, WI 53901

ARTICLE VIII

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX Incorporator

The name and address of the incorporator of this Association is:

Elmer L. Gosda 100 Saddle Ridge Portage, WI 53901

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes. VOL 479 PAGE

In the event of dissolution of the Association, and the removal of THE FOREST COMDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITHESS WHEREOF, the undersigned has executed these Articles in duplicate this $\frac{22}{4}$ day of Harch, 1994.

Elmer L. Gosda

STATE OF WISCONSIN)

)\$\$

COLUMBIA COUNTY)

On this 22 day of March, 1994, personally appeared before me the above named Elmer L. Gosda, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public, Columbia County, 41
Hy Commission: 10/26/96

This instrument was drafted by: Attorney Thomas C. Groeneweg

SECTION 4 MANAGEMENT OR EMPLOYMENT CONTRACTS

Management or Employment Contracts of The Forest Condominium Association, Ltd

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Eric's Lawn Maintenance & Landscaping	4-4

Aquatic Biologists Inc.

Specialists in lake and pond management, services & supplies – since 1977

N4828 Hwy 45 Fond du Lac, WI 54935 920-921-6827

AQUATIC PLANT MANAGEMENT AGREEMENT

THIS AGREEMENT, is made between AQUATIC BIOLOGISTS, INC., located at N4828 Hwy 45, Fond du Lac, Wisconsin 54935 (hereinafter called "ABI") and <u>Forest Association - Saddle Ridge</u> (hereinafter called "Customer"). For and in Consideration of the mutual covenants herein contained, the parties hereto agree as follows:

- 1. AGREEMENT: ABI hereby agrees to provide "Aquatic Plant Management Services" for the benefit of Customer, and Customer hereby accepts such services in the water area described as: "Marina Ponds north and south" "Aquatic Plant Management Services" as used herein shall mean the application of chemicals (treatments) to control and reduce the excessive growth of aquatic plants and/or algae in the water area herein described.
- 2. TERM OF AGREEMENT: The terms of this Agreement shall cover from the date of the first application and/or continue until date specified: <u>December 1, 2005</u>.
- 3. SERVICES PROVIDED: ABI shall supply all necessary labor, materials, equipment, and technical advice in providing "Aquatic Plant Management Services" to Customer's pond/lake. This includes the regular use of aquatic algaecides and herbicides to maintain and improve the water quality. Customer shall provide a suitable boat-launching site and pay any applicable launching fees necessary to provide "Aquatic Plant Management Services" in said water area. Additional services, that are specifically requested by the Customer and that are not covered in this agreement, will be billed at \$60/hr per employee and \$.45/mile per vehicle.
- 4. COST AND TERMS OF PAYMENT: The costs to the Customer for "Aquatic Plant Management Services" supplied by ABI are billed separately for each treatment. The application charge is based on acres treated, rounded up to the nearest whole acre. Chemical costs are based on the exact amount of chemicals used. Mileage/Travel Fee charged to the customer at \$_(included in labor)__ per visit. Payments made by Customer to ABI for services are 0%_ down, Balance due no later than ten days after each invoice. Late Payment will be subject to a service charge of 5% after ten days and 1.5% per month (18% Annual Percentage Rate). The Customer agrees to reimburse ABI for any expenses incurred by ABI in protecting and/or enforcing its rights under this agreement in the event of any default by the customer. Expenses include, without limitation, reasonable attorney fees, legal expenses, and other costs of collection.

Application Labor: See Attachment A

Product: Cutrine®Ultra
Product: Bio Boost Enzyme
Product: Bio Boost Bacteria
Product: Sonar®
Product: Reward®
Unit Cost: \$40/gal
Unit Cost: \$75/gal
Unit Cost: \$28/lb
Unit Cost: \$25/oz.
Unit Cost: \$178/gal

5. PERMIT: It is understood between the parties that certain state and/or local permits, and in some cases posting of public notice, may be necessary prior to the commencement of "Aquatic Plant Management Services." It is further understood between the parties that the provisions of the Agreement are subject to all terms and conditions of any such requirements and applicable state and/or local laws or regulations. Customer shall apply for all necessary permits and perform all required notices, and ABI will cooperate with Customer in obtaining and completing such applications and notices and submit them to the Wisconsin DNR, if necessary. Customer agrees to pay the cost of any permit fees and public notices, if applicable.

- 6. LIABILITY: It is specifically understood that ABI shall not be liable for any personal injury and/or property damage resulting from exposure or use; either by drinking, spraying or otherwise of chemically treated water. It is further understood that although precautions are taken to prevent the loss of fish life, that some fish loss may occur and that ABI is not liable. ABI is responsible for its own personnel on the water during the Term Of Agreement.
- PROFESSIONAL EXPECTATIONS, CONSIDERATIONS, AND WARRANTY: ABI is fully aware and appraised of all rules and laws that are applicable to the storage, transportation, handling, applications and disposal of aquatic herbicides. ABI is expected to perform all work in compliance with all rules, laws, and directives provided by the state and federal registered labels attached to the herbicides, used to complete this work. Furthermore, ABI shall be required to meet or exceed the requirements of all applicable laws, rules, permits, and labels. Failure to meet any of these minimum requirements shall be considered as non-performance of the stated work. All persons involved in the handling and application of the herbicides used to complete this work shall have been trained, licensed, certified, and insured in the proper use and handling of these compounds. Furthermore, they shall comply with the requirements of the pesticide label relative to the wearing of protective clothing and devices. No other warranties or guarantees are given or implied.
- 8. WARNING SIGNS: For all Waters of the State, s.s. NR 107.08 requires the Applicant (Customer) to post warning signs that specify treatment dates and use-restrictions along treated shorelines and at strategic locations to inform the public. ABI will provide assistance in printing and posting the required warning signs for the chemically treated water unless specifically directed not to.
- 9. CUSTOMER AUTHORIZATION: Customer represents and warrants that the Customer has duly authorized this Agreement, and that the persons executing this Agreement have the authority to execute this Agreement on Customer's behalf.
- 10. MISCELLANEOUS: This Agreement shall be construed under and in the Courts of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties, and it may be amended only in writing by the properly authorized representatives, successors, and assigns. This Agreement shall work to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 28 day of fine, 2004.

AQUATIC BIOLOGISTS, D&C.

By: Charles

Date: 06-09-04

Rv. (//

CUSTOMER

Date: 0/2

Please sign and return to: Aquatic Biologists, Inc. 426 N.W. Cumberland St. Berlin, WI 54923

Complete Professional Landscape Management

LANDSCAPE MAINTENANCE CONTRACT The forest Association Location: ____ Phone Number: ___ Performance of work under this contract shall commence on ___ ___. Work under this contract shall be performed at the address listed above. SERVICES PROVIDED Maintenance Landscaping ☐ Mowing for Season ☐ Fine Grading Mowing per Time ☐ Rough Grading ☐ Aerating □ Sodding ☐ Pruning Trees/Shrubs ☐ Seeding and Mulching ☐ Power Edging ☐ Decorative Stone ☐ Weed Control ☐ Hydro Seeding □ Fertilizing ☐ Soil Stabilizer ☐ Dethatching ☐ Silt Fence Installed □ Rolling ☐ Brick Installed ☐ Spring/Fall Cleanup ☐ Block Retaining Wall □ Overseeding ☐ Boulder Retaining Wall ☐ Brush Hog Mowing ☐ Top Soil ☐ Mulch Delivered ☐ Erosion Mat Installed ☐ Mulch Applied □ Plantings ☐ Tree and Shrub Care ☐ Edging Installed ☐ Temporary Watering System ☐ Debris Removal (Price Total \$_____) Comments:_____ III. ACCEPTANCE OF CONTRACT (See Terms and Conditions on Reverse Side) We hereby agree and accept the above specifications, conditions and prices as outlined, and hereby authorize work to be performed as specified. Payments will be made as outlined above. ALL GUARANTEES ARE VOID IF PAYMENT IS NOT MADE AS SPECIFIED.

7715 Norway Road, DeForest, WI 53532 • (608) 846-7135

Owner/Client Signature and Date:

Iscape Representative and Date:

SECTION 5 ANNUAL OPERATING BUDGET

SECTION 6

Leases of The Forest Condominium Association, Ltd

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First Amendment to Water Supply Agreement	6-17

SUMMARY EXPLANATION OF WATER SUPPLY AGREEMENT

The water supply for The Forest Condominium At Swan Lake is provided under Agreement with Saddle Ridge Estates, an adjacent condominium, and Columbia Corporation. The Agreement provides, among other things, that such parties will use a common water supply system and share the costs of use, operation, and maintenance of the system. A copy of the Water Supply Agreement and Amendment are attached.

Received for record this .

405010

A.D. 1979. . a.Q:00 P.M. WARREN SUPPLY AGREEMENT

STATE OF WISCONSIN ; s

Marian Robinson Reg. of Dee

Missian Konnoon Reg. of Deeds.

THIS AGREEMENT, made this __27th day of September,

1979 by and among WAJBAC AND TADWIL, LIMITED, an Illinois

corporation (hereinafter "Declarant"), COLUMBIA CORPORATION,

a Illinois, corporation (hereinafter "Columbia"), SADDLE RIDGE

ESTATES ASSOCIATION, LTD., a non-profit, non-stock Wisconsin

corporation (hereinafter "SRE Association"), and SADDLE RIDGE

ASSOCIATION, LTD., a non-profit, non-stock Wisconsin corporation

(hereinafter "SR Association").

WITNESSETH:

WHEREAS, Declarant has submitted certain real property described in Exhibit A hereto, together with all buildings and improvements thereon or to be constructed thereon to the condominium form of ownership as provided in Chapter 703 of the Wisconsin Statutes (the "Act"), said real estate and all buildings and improvements thereon being known as SADDLE RIDGE ESTATES, and has designated certain other real property, also described in Exhibit A, as future phases which may be annexed and added to SADDLE RIDGE ESTATES; and

WHEREAS, SRE Association is an Association of condominium unit owners organized under the Act for the purpose of operating, managing and maintaining SADDLE RIDGE ESTATES; and

WHEREAS, Declarant has submitted certain real property described in Exhibit B hereto, together with all buildings and improvements thereon or to be constructed thereon to the condominium form of ownership as provided in the Act, said real property

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and all buildings and improvements thereon being known as SADDLF RIDGE, and has designated certain other real property, also described in Exhibit B, as future phases which may be annexed and added to SADDLE RIDGE; and

WHEREAS, SR Association is an Association of condominium unit owners organized under the Act for the purpose of operating, managing and maintaining SADDLE RIDGE; and

WHEREAS, Columbia is the sole owner of certain property in the Town of Pacific, County of Columbia, State of Wisconsin described in Exhibit C attached hereto, which is adjacent to SADDLE RIDGE ESTATES and SADDLE RIDGE; and,

WHEREAS, Declarant has been granted an irrevocable power of attorney, coupled with an interest, and the Associations have been granted powers, to execute and record all documents and legal instruments necessary to declare, create and provide for access and development easements and utility services, easements and agreements with respect to the real property known as SADDLE RIDGE ESTATES and SADDLE RIDGE pursuant to the Condominium Declaration for SADDLE RIDGE ESTATES, recorded May 1, 1978 in the Office of the Register of Deeds for Columbia County, Wisconsin, as Document No. 394358 as supplemented and amended, and the Condominium Declaration for SADDLE RIDGE, recorded May 1, 1978 in the Office of the Register of Deeds for Columbia County, Wisconsin, as Document No. 394357, as supplemented and amended, and

WHEREAS, in connection with incremental development of SADDLE RIDGE ESTATES and SADDLE RIDGE and to facilitate the de-

velopment by Columbia of certain adjoining recreational facilities benefiting SADDLE RIDGE and SADDLE RIDGE ESTATES, the parties hereto are desirous of granting, creating and accepting reciprocal easements, rights and obligations with respect to water supply for their respective properties, benefiting and encumbering their respective properties for purposes and upon the terms and conditions stated herein;

THE RESERVE OF

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

- 1. The parties hereto, for and on behalf of themselves and their respective successors and assigns, hereby agree to share the use, cost, expense, maintenance, repair and replacement of wells, water mains, laterals, pipes and lines on and serving SADDLE RIDGE ESTATES and such connecting mains, laterals, pipes and lines as may be located on the properties of SADDLE RIDGE and Columbia for the purpose of providing water service to the properties of SADDLE RIDGE and Columbia, as set forth herein.
- 2. Nonexclusive easements are hereby granted and created affecting the property described in Exhibit A (SADDLE RIDGE ESTATES) for the benefit of the property described in Exhibit B (SADDLE RIDGE) and the property of Columbia described in Exhibit C, for the installation, access, use, maintenance, repair and replacement of all wells, water mains, laterals, pipes and lines conducting and carrying water over, upon, across and under SADDLE RIDGE ESTATES as necessary or advisable for the purpose of supplying water to SADDLE RIDGE and Columbia from wells located on the property of SADDLE RIDGE ESTATES.

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- 3. A nonexclusive easement is hereby granted and created over, upon, across, under and affecting the property described in Exhibit B (SADDLE RIDGE), for the installation, access, use, maintenance, repair and replacement of all water mains, laterals, lines and pipes conducting and carrying water over, upon, across and under SADDLE RIDGE as necessary or advisable for the purpose of supplying water to Columbia for the benefit of the lands described in Exhibit C.
- 4. The costs and expenses of use, operation, maintenance, repair and replacement with respect to the wells and water mains, laterals, pipes and lines, shall be shared by and among the unit owners of SADDLE RIDGE, the unit owners of SADDLE RIDGE ESTATES, and Columbia Corporation, in the following manner:

The total annual costs and expenses of the water
supply system shall be determined as of December 31
of each year, and shall be divided and prorated
among unit owners in SADDLE RIDGE ESTATES and
SADDLE RIDGE on the basis of a percentage determined
by dividing the number one (1) by the total number
of units in SADDLE RIDGE and SADDLE RIDGE ESTATES
as of December 31 in each year, excepting units
owned by Declarant and not yet declared or sold.
Such percentage of costs and expenses may be paid
by the Associations and assessed against their respective unit owners as a part of the common expenses
of the respective condominiums, or, at the option of
the Associations, may be assessed directly against
the unit owners. The percentage of costs and expenses

allocated annually to Columbia shall be three times the per unit percentage as calculated above. SADDLE RIDGE ESTATES shall render annual statements to SADDLE RIDGE and Columbia at the end of each calendar year showing the amounts payable as aforesaid, which amounts shall be due and payable thirty (30) days after receipt of such statement. In the event major repair or replacement of the water supply system is required, SADDLE RIDGE ESTATES may determine and assess the estimated amounts required therefor prior to the commencement of such work of repair or restoration.

- 5. Columbia shall be solely responsible for the cost and expense of installing, constructing, laying, or establishing any water pipes or lines necessary to establish and provide water service to the property of Columbia. A nonexclusive easement is hereby granted and created for access and right-of-way over, upon, across and affecting the property of SADDLE RIDGE ESTATES and SADDLE RIDGE as necessary for the purpose of installing and constructing such water system.
- be perpetual, and shall be continuing covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all parties hereafter having any interest in the properties described herein. Declarant shall not be bound by any rights or obligations under this Agreement subsequent to the time it conveys all units in SADDLE RIDGE ESTATES and SADDLE RIDGE.

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The rights and obligations of the parties hereto (under this Agreement shall not be amended, changed or modified in any manner or respect except by document in writing signed by all parties hereto. The parties may in their sole discretion prepare and record such further documents as may be necessary or advisable to specify and locate precisely the easement areas created hereunder.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto as of the day and year first set forth above.

WAJBAC AND TADWIL, LIMITED

Robert C. Arians

Robert T. Berst, Vice President

Secretary

COLUMBIA CORPORATION

Attest:

Robert C. Arians

Secretary

Carl J. Berst, President

SADDLE RIDGE ESTATES ASSOCIATION, LTD.

Attest:

Robert C. Arians

Secretary

Ŕobert Berst, President

SADDLE RIDGE ASSOCIATION, LTD.

Robert C. Arians

Secretary

Robert T. Berst, President

STATE OF <u>WISCONSIN</u>) SS.
COLUMBIA COUNTY)
Personally came before me this 27th day of September 1979, Robert T. Berst , VicePresident and Robert C. Arians Secretary, of the above named corporation, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the same as such officers by its authority, for the purposes therein contained. Notary Public, COLUMBIA County,
My Commission: 4-17-1983
STATE OF WISCONSIN) COLUMBIA COUNTY) STATE OF WISCONSIN)
Personally came before me this 27th day of September, 1979, Carl J. Berst, President and Robert C. Arians, Secretary, of the above named corporation, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the same as such officers by its authority, for the purposes therein contained.
Notary Public, COLUMBIA County; State of WISCONSIN. My Commission: 40/7-/953
STATE OF WISCONSIN) COLUMBIA COUNTY) SS.
Personally came before me this 27th day of September, 1979, Robert T. Berst , President and Robert C. Arians, Secretary, of the above named corporation, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the same as such officers by its authority, for the purposes therein contained.
Notary Public, COLUMBIA County,
State of WISCONSIN My Commission: 4-17-/783
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STATE OF	WISC	CONSIN		C.C.
COLUM	BIA	COUNT	Y)	55.

Personally came before me this <u>97th</u> day of <u>September</u>.

1979, <u>Robert T. Berst</u>, President and <u>Robert C. Arians</u>.

Secretary, of the above named corporation, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the same as such officers by its authority, for the purposes therein contained.

Notary Public,_

COLUMBIA

County,

State of WISCONSIN My Commission:

x-17-1983

This document re-recorded to correct error in State of Corporation for Columbia Corporation.

This instrument was drafted by David L. Petersen, Quarles & Brad · 780 North Water Street, Milwaukee, Wisconsin 53202.

SADDLE RIDGE ESTATES

Phase I Parcel 1:

Commencing at the Northwest corner of said Section 1, thence N89°50'14"E along the section line 1983.53 feet; thence South, 233.52 feet; thence S89°02'W, 662.09 feet to the point of beginning; thence S13°20"W, 431.61 feet; thence S41°32'W, 561.25 feet; thence N75°00'W, -290.03 feet; thence N49°35'W, 77.00 feet; thence N30°07'W, 347.00 feet; thence N11°18'W, 163.00 feet; thence N14°24'E, 108.00 feet to point "a"; thence N68°00'E, 286.33 feet; thence S66°25'E, 256.98 feet; thence Northeasterly on a curve to the right, radius 482.66 feet, whose chord bears N66°50'E, 364.74 feet, thence N89°02'E, 153.33 feet to the point of beginning. Said parcel contains 12.92 acres.

Phase I Parcel 2:

Commencing at the Northwest corner of said section 1; thence N89°50'14"E along the section line 60.00 feet to the point of beginning; thence continuing N89°50'14"E along the section line, 329.88 feet; thence S44°50'E, 165.85 feet; thence Southwesterly on a curve to the right, radius 100.00 feet, whose chord bears \$45°05'W, 141.21 feet; thence West, 155.19 feet; thence Southwesterly on a curve to the left, radius 191.00 feet, whose chord bears \$44°57'23"W, 270.32 feet; thence N0°05'15"W, 407.67 feet to the point of beginning. Said parcel contains 2.20 acres.

Phase I Parcel 3:

Commencing at the Northwest corner of said section 1; thence S0°05'15"E along the section line, 1046.29 feet to the point of beginning; thence East, 159.61 feet; thence S61°30'E, 170.91 feet; thence Southeasterly on a curve to the right, radius 122.00 feet, whose chord bears S29°13'39"E, 130.28 feet to the North line of the C.M.St.P&P R.R., and point "b"; thence N86°57'17"W along said North line, 373.69 feet to the said section line; thence N0°05'15"W along said section line, 175.40 feet to the point of beginning. Said parcel contains 1.28 acres.

Phase I Future Phases:

A parcel of land in the NW 1/4-NW 1/4, NE 1/4-NW 1/4, NW 1/4-NE 1/4 and SE 1/4-NW 1/4, section 1, Tl2N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the Northwest corner of said section 1; thence N89°50'14"E along the section line, 1983.53 feet to the point of beginning; thence continuing N89°50'14"E, along the section line, 50.00 feet; thence South, 246.83 feet; thence N89°18'W, 676.00 feet; thence N65°08'E, 392.00 feet; thence S29°40'E, 214.00 feet; thence S1°46'E, 575.00 feet; thence S1°46'E, 575.00 feet; thence S53°35'W, 348.00 feet; thence N54°50'W, 270.43 feet; thence S42°00'W, 128.03 feet; thence S18°36'E, 242.50 feet; thence S53°35'W, 177.74 feet; thence N86°57'17"W, 938.31 feet; thence N14°36'E, 319.38 feet; thence N76°56'E, 652.00 feet; thence S64°24'E, 289.50 feet; thence N42°00'E, 109.31 feet to point "b": thence Northerly on a curve to the left, radius 91.21 feet, whose chord bears N0°15'W, 122.65 feet; thence Northerly on a curve to the left, radius 309.00 feet, whose chord bears N58°C0'W, 164.62 feet; thence N73°30'W, 268.00 feet; thence Northwesterly on a curve to the right, radius 176.00 feet, whose chord bears N57°00'W, 99.97 feet; thence S61°42'W, 176.45 feet; thence S86° 15'W, 792.58 feet; thence N13°20'E 431.61 feet; thence N89°02'E, 662.09 feet; thence North, 233.52 feet to the point of beginning. Said parcel contains 31.17 acres.

EXHIBIT A - PAGE 1

702 211 201411 -102 211 201511

Charles William .

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Phase II:

A parcel of land in the Northwest One-quarter (NW1/4) of the Northwest One-quarter (NW1/4), Northeast One-Quarter (NE1/4) of the Northwest One-quarter (NW1/4), Section 1, Town 12 North, Range 9 East, in the Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence N89°50'14"E along the section line, 1983.53 feet; thence South, 233.52 feet to the point of beginning; thence South, 50.00 feet; thence S36°56'E, 307.33 feet; thence S61°42'W, 176.45 feet; thence S86°15'W, 792.58 feet; thence N13°20'E, 431.61 feet; thence N89°02'E, 662.09 feet to the point of beginning. Said parcel contains 7.24 acres.

SADDLE RIDGE

对禁. (1812) A

Phase I:

A parcel of land in the SW%-NW%, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the Northwest corner of said Section 1; thence S0°05'15"E along the section line, 1381.93 feet; thence S86°57'17"E, 60.08 feet; thence N0°05'15"W, 60.09 feet to the South line of the C.M.ST. P. & P. R.R. Right of Way; thence S86°57'17"E, 92.25 feet to the point of beginning; thence S86°57'17"E, 215.95 feet; thence S3°00'W, 146.05 feet; thence Southwesterly on a curve to the right, radius 234.00 feet, whose chord bears S7°54'W, 39.98 feet; thence N78°25'W, 121.39 feet; thence N69°00'W, 133.00 feet; thence N18°00'E, 131.33 feet to the point of beginning. Said parcel contains 0.88 acres.

Phase II:

A parcel of land in the SW4-NW4, Section 1 and SE4-NE4, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15''E along the section line, 1381.93 feet; thence S86°57'17''E, 24.92 feet to the point of beginning; thence S30°20'W, 165.70 feet; thence N86°57'17''W, 853.95 feet; thence N22°00'W, 162.55 feet; thence S86°57'17''E, 998.73 feet to the point of beginning. Said parcel contains 3.05 acres.

Phase III:

A parcel of land in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1: thence S0 °05'15"E along the section line 4294.54 feet; thence N75 °44'W, 186.73 feet; thence S75 °44'E, 448.69 feet; thence S5 °15'E, 81.95 feet; thence S31 °44' W, 361.50 feet to the point of beginning; thence S76 °40'E, 258.44 feet; thence southeasterly on a curve to the left, radius 65 feet, whose chord bears S29 °33'E, 113.09 feet; thence easterly on a curve to the left, radius 360 feet, whose chord bears N80 °44'E, 61.92 feet; thence S9 °26'E, 236.84 feet; thence S76 °00'W, 215 feet; thence N45 °00'W, 212 feet; thence N34 °29'W, 193.61 feet; thence N26 °09'E, 138.29 feet to the point of beginning. Said parcel contains 2.79 acres.

Future Phases Parcel 1:

A parcel of land in the SWM-NWW, Section 1, T12N, R9E, Town of Pacific. Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 1321.84 (cet; thence S86°57'17"E, 434.28 feet; thence S3°00'W, 25.00 feet to the point of beginning; thence S86°57'E, 333.87 feet; thence S21°00'W, 545.69 feet; thence S602°00'W, 430.00 feet; thence N70°56'W, 77.32 feet; thence northeasterly on a curve to the right, radius 679.45 feet, whose chord bears N25°25'E, 136.14 feet; thence N31°00'E, 389.85 feet; thence northeasterly on a curve to the left, radius 300.00 feet, whose chord bears N17°00'E, 145.15 feet; thence N3°00'E, 121.00 feet to the point of beginning. Said parcel contains 4.76 acres.

EXHIBIT B- PAGE 1

211 4:413 402 211 4:313

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Future Phases Parcel 2:

A parcel of land in the SW%-NW%, Section 1 and SE%-NE%. Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15'E along the section line, 1381.93 feet thence S86°57'17''E, 24.92 feet to the point of beginning; thence S31°00'E, 106.88 feet; thence S69°00'E, 162.91 feet; thence S83°35'E, 117.89 feet; thence southwesterly on a curve to the right, radius 234 feet, whose chord bears S24°23'W, 53.92 feet; thence S31°00'W, 389.85 feet; thence southwesterly on a curve to the left_radius 745.45 feet, whose chord bears S25°15'W, 149.37 feet; thence S19°30'W, 77.33 feet; thence N69°23'W, 124.44 feet; thence N3°00'W, 330 feet; thence N88°00'W, 710 feet; thence N22°00'W, 279.45 feet; thence S86°57'17''E, 853.95 feet; thence N30°20'E, 165.70 feet to the point of beginning. Said parcel contains 6.85 acres.

Future Phases Parcel 3:

A parcel of land in the NE14-SE14 and Government Lot 1, Section 2; T12N, R91; Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northeast corner of said Section 2; thence S0°05'15"E along the Section line, 4294.54 feet; thence N75°44"E, 186.73 feet; thence S36°44"W, 129.74 feet; thence N64°14"W, 233.12 feet; thence S4°101"E, 29.70 feet; thence N51°52"W, 88.99 feet to the point of beginning; thence N62°51"W, 234.72 feet; thence N9°00"W, 84.80 feet; thence N27°00"E, 642.00 feet; thence N12°00"E, 560.00 feet; thence S84°27"E, 245.96 feet; thence S17°26"W, 239.07 feet; thence S2°00"E, 288.97 feet; thence southeasterly on a curve to the left, radius 421.00 feet, whose chord bears S11°38"E, 147.14 feet; thence S52°00"W, 233.58 feet; thence southwesterly on a curve to the left, radius 562.00 feet, whose chord bears S24°00"W, 527.69 feet to the point of beginning. Said parcel contains 7.66 acres.

Future Phases Parcel 4:

A parcel of land in the NEW-SEW, Section 2 and Government Lot 4, Section 1, all T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the Section line, 2889.19 feet to the point of beginning; thence S77°30'E, 132.92 feet; thence S85°00'E, 520 feet; thence S14°00'E, 350 feet; thence S5°28'W, 372.77 feet; thence S60°00'E, 264 feet; thence S44°00'E, 429 feet; thence South, 329.38 feet; thence N78°40'W, 340.86 feet; thence N17°04'E, 96.54 feet; thence northerly on a curve to the left, radius 190 feet, whose chord bears N28°21'W, 270.65 feet; thence northwesterly on a curve to the right, radius 410 feet, whose chord bears N61°46'W, 170.49 feet; thence northwesterly on a curve to the left, radius 716 feet, whose chord bears N67°46'W, 442.51 feet; thence northwesterly on a curve to the right, radius 355 feet, whose chord bears N43°40'W, 476 feet; thence N2°00'W, 277.99 feet; thence N17°26'E, 304.98 feet; thence S77°30'E, 18.08 feet to the point of beginning. Said parcel contains 20.84 acres.

Future Phases Parcel 5:

A parcel of land in the NE¼-SE¼, Government Lot 1, Section 2, and Government Lot 4, Section 1, all T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15" E along the section line, 4294.54 feet; thence N75°44"W, 186.73 feet to the point of beginning; thence S36°44"W.

129.74 feet; thence N64°14'W, 233.12 feet; thence N4°00'W, 30 feet; thence northerly on a curve to the right, radius 496 feet, whose chord bears N24°00'E, 465.72 feet; thence N52°00'E, 219.90 feet; thence southeasterly on a curve to the left, radius 421 feet, whose chord bears S58°19'E, 388.11 feet; thence easterly on a curve to the right, radius 650 feet, whose chord bears S67°46'E, 401.72 feet; thence southeasterly on a curve to the left, radius 476 feet, whose chord bears S61°46'E, 197.93 feet; thence southerly on a curve to the right, radius 124 feet, whose chord bears S28°21'E, 176.63 feet; thence S17°04'W, 296.45 feet; thence S45°00'W, 291.81 feet; thence westerly on a curve to the right, radius 136 feet, whose chord bears S80°34'W, 158.22 feet; thence westerly on a curve to the left, radius 65 feet, whose chord bears S71°34'30''W, 84.73 feet; thence N76°40'W, 258.44 feet; thence N31°44'E, 361.50 feet; thence N5°15'W, 81.95 feet; thence N75°44'W, 448.69 feet to the point of beginning, Said parcel contains 19.44 acres.

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Future Phases Parcel 6:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0 °05'15''1; along the section line, 4294.54 feet; thence N75°44'W, 186.73 feet; thence S75°44'E, 448.69 feet; thence S5°15'E, 81.95 feet; thence S31°44'W, 361.50 feet; thence S26°09'W, 138.29 feet; thence S34°29'E, 193.61 feet; thence S45°00'E, 212 feet; thence N76°00'E, 215 feet to the point of beginning; thence N9°26'W, 236.84 feet; thence northeasterly on a curve to the left, radius 360 feet, whose chord bears N60°24'E, 191.20 feet; thence N45°00'E, 126.36 feet; thence S45°00'E, 258.55 feet; thence S49°29'W, 293.36 feet; thence S76°00'W, 182 feet to the point of beginning. Said parcel contains 2.26 acres.

.c. 211 au 415

EXHIBIT B - PAGE 3

VGL 211 PAGE 416

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EXTERIOR DESCRIPTION OF LANDS OWNED BY COLUMBIA CORPORATION IN SECTIONS 1, 2 & 11 OF THE TOWN OF PACIFIC AND SECTION 36 OF THE TOWN OF FORT WINNEBAGO, COLUMBIA COUNTY, WISCONSIN LYING SOUTH OF STATE HIGHWAY 33. [September 25, 1979]

All that part of Government Lots 1, 2, 3 and 4 of Section 11 lying North of the Fox River in Township Twelve (12) North, Range Nine (9) East;

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Government Lot 1, the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4), and the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) lying south of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, all being in Section Two (2), Township Twelve (12) North, Range Nine (9) East;

The North one-half of the Northwest Quarter (N1/2 NW1/4) and the South one-half of the Northwest Quarter (S1/2 NW1/4), Government Lot 4, the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4); Government Lot 2 of Section One (1), Township Twelve (12) North, Range Nine (9) East, lying north of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way, Government Lots 2 and 3, the North one-half of the Northwest Quarter (N1/2 NW1/4), and the South Half of the Northwest Quarter (S1/2 NW1/4) of Section 1 lying South of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and North and West of a line described as follows:

Commencing at the intersection of the East line of Government Lot 2 of Section One (1). Township Twelve (12) North, Range Nine (9) East with the South right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, thence Westerly along said Southerly railroad right-of-way line 375 feet to the point of beginning of the reference line; thence South 0°13' West, 713.7 feet; thence West perpendicular to the East line of said Government Lot 2,50 feet; thence South 0°13' West, 274.9 feet; thence West perpendicular to the East line of said Government Lot 2,35 feet; thence South 0°13' West, 200 feet; thence North 87°2' West, 875.19 feet to the North South Quarter Section line of said Section One (1), thence continuing North 87°2' West, 824.71 feet to the Northerly end of a fence line, thence South 36°45' West along said fence line to the shore of Swan Lake;

all being in Section One (1), Township Twelve (12) North, Range Nine (9) East;

The Southeast Quarter (SE1/4) of Section Thirty-Six (36) lying South of State Highway 33, Township Thirteen (13) North, Range Nine (9) East, subject to recorded easements and restrictions of record.

EXCEPTING THEREFROM the lands described in the foregoing Exhibits A and B to the Water Supply Agreement of September 27th, 1979.

INTENDING TO DESCRIBE all of that property in Sections One (1), Two (2) and Eleven (11) of the Town of Pacific and Section Thirty-Six (36) of the Town of Fort Winnebago, all lying South of State: Highway 33, owned by the Columbia Corporation.

612332

WATER SUPPLY AGREEMENT

STATE OF WISCONSIN SS COLUMBIA COUNTY SS RECEIVED FOR RECORD

OCT 7 1999

Denny Jule

Reg. of Deeds at 10:30AM

Name & Return Address:

The Saddle Ridge Corporation

Attn: President

100 Saddle Ridge

Portage, WI 53901

Parcel Identification Nos.: (see attached Exhibit H)

THIS AMENDMENT, entered effective this 30th day of September, 1999, by and among THE SADDLE RIDGE CORPORATION (formerly known as Wajbac and Tadwil, Ltd., and successor in interest to Columbia Corporation), an Illinois corporation (hereinafter "TSRC"), SADDLE RIDGE ESTATES ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "SRE"), SADDLE RIDGE ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "SRA"), SWAN LAKE VILLAGE ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "SLV"), and THE FOREST AT SWAN LAKE ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "FSL"), amends a Water Supply Agreement (the "Water Agreement") dated September 27, 1979, by and among Wajbac and Tadwil, Limited, SRE, SRA and Columbia Corporation, a presently dissolved Illinois corporation the rights and obligations of which have been transferred to and assumed by TSRC, and,

RECITATIONS

A. The Water Agreement was recorded September 27, 1979, in Vol. 211 of Records, pages 303-310, as Document No. 405010, in the office of the Register of Deeds for Columbia

County (Wisconsin), and re-recorded October 1, 1979, in Vol. 211 of Records, pages 403-410, as Document No. 405060; and,

- B. The parties wish to amend the Water Agreement pursuant to a stipulation (the "Stipulation") dated March 21, 1996 and approved by the court by an order dated April 2, 1996 in a lawsuit, identified as 95CV124 (Columbia County, Wisconsin);
- C. The parties have recently completed construction of improvements to the water system (the System) described in the Water Agreement pursuant to an order of the court in that lawsuit dated June 8, 1998;
- D. The real estate subject to the Water Agreement is described on attached Exhibits A through G. There are currently four condominium associations whose unit owners take water from the System, Saddle Ridge, Saddle Ridge Estates, Swan Lake Village and The Forest at Swan Lake. There are currently 116 declared units in Saddle Ridge Estates, 127 declared units in Saddle Ridge, 13 declared units in Swan Lake Village and 17 declared units in The Forest at Swan Lake, making a grand total of 273 currently declared units. In addition to such use by the unit owners of the four condominium associations, TSRC takes water from the System for TSRC's sales office, golf shop and marina.

In consideration of the mutual covenants and agreements contained herein, the parties agree to amend the Water Agreement as follows:

- 1. The recitations are incorporated and approved.
- 2. "Operating Entity" shall mean the entity which is charged in the Water Agreement, particularly paragraph 4 of the Water Agreement, with the assessment and collection of fees for the operation of the System. The Operating Entity is currently SRE.
- 3. Effective as of the date of this first amendment, TSRC shall have the right to add 96 residential units to the System, in addition to the currently declared 273 units described in recitation D, in accordance with Section I of the Stipulation. No person other than TSRC or any successor or assign of TSRC shall have the right to add residential units to the System.
- 4. TSRC shall have the right to connect additional residential units to the System, in addition to those allowed by paragraph 3, only upon compliance with the terms and conditions of the Stipulation, including particularly Section X of the Stipulation.
- 5. "Nonresidential Use" shall mean any use of the System for recreational purposes or for any purpose other than the residential uses described in paragraphs 3 and 4, and other than uses by existing and future units for normal residential purposes as defined in paragraph 8. The following rules shall apply to Nonresidential Uses of the System:
 - (a) TSRC shall not use the System for watering the Saddle Ridge Golf Course.
 - (b) TSRC shall have the right to use the System for its three current Nonresidential Uses plus additional Nonresidential Uses such as, for example, a

recreational facility, provided that all of TSRC's Nonresidential Uses use on an annual basis approximately the same amount of water as would three residential units.

- There shall be no other Nonresidential Uses by TSRC or anyone else. (c)
- 6. All parties shall pay for the cost of the improvements described in recitation (a) C in the shares provided in the Stipulation.
 - TSRC shall not be obligated to construct and pay for any improvements to the System in connection with adding residential units to the System under paragraph 3.
 - If any improvements to the System are required in connection with the addition of residential units to the System by TSRC under paragraph 4, TSRC shall pay for the cost of constructing the improvements.
 - (d) Except as provided in paragraphs 6(a), 6(b) and 6(c), all of the costs and expenses of use, operation, maintenance, repair and replacement of the System, including major repairs and replacements, shall be shared by and among the units of FSL, SLV, SRA and SRE and their owners and TSRC, or its successor, as follows: the total costs and expenses of the System shall be determined quarterly and divided and prorated among the users by assigning one (1) share to each residential unit using the System and three (3) shares to TSRC or its successors. These fees may be assessed to the individual users or to the condominium associations of which the user units are members and included in the association's common expenses. Assessments shall be due and payable within thirty (30) days after receipt of the assessment and shall accrue interest at the rate of one and one-half percent (1 1/2%) per month thereafter. For example, assume that 273 residential units are using the System. In this example, there will be 276 total shares, 273 shares for the residential units, and three shares for TSRC. In this example, TSRC would pay 3/276ths of the assessment and each unit owner would pay 1/276th of the assessment.
- 7. Residential units added to the System shall pay the use charges for the System beginning with the nearest quarterly billing date to the earlier of either (a) the date the sale of the unit is closed, or (b) the unit is occupied by a resident.
- 8. "Normal Residential Purposes" as used in this Amendment shall include and be limited to cooking, cleaning, washing, bathing, hot tubs, drinking, lavatory and similar interior household uses and lawn watering, cleaning and low-volume recreational outside uses. Normal Residential Purposes do not include in-ground watering systems, pools (other than hot tubs), portable plastic "kiddie" pools, or decorative fountains or similar uses. No unit owner or occupant shall use the System for other than Normal Residential Purposes.
- 9. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This agreement may be signed in counterparts.
- 10. The Water Agreement is ratified and confirmed, except as modified by this first amendment.

1999.

THE SADDLE RIDGE CORPORATION	SADDLE RIDGE ESTATES ASSOCIATION, LTD.
By: Mahlon Kirk, President	By: Ames Strommen, President
	Attest:
Signature of Mahlon Kirk authenticated	this
	DIANA L BURNETAD Notary Public, Wisconsin My commussion express 7107/200
Signatures of James Strommen as CCTDBER 1999.	nd Ann Jansen authenticated this 4th day of
	Notary Public, Wisconsin My Communion expuse 7/01/2003
SWAN LAKE VILLAGE ASSOCIATION, LTD.	SADDLE RIDGE ASSOCIATION, LTD.
By: Chris Martin, President	By: Anzo Manoni, President
Attest: Charles Davis, Secretary	Attest: Kay Winter, Secretary
Signatures of Chris Martin and 1999.	Charles Davis authenticated this 677 day of
	DIGNAL BUSINSTAD Notary Public, Wisconsin My camp youn expures 7/01/20

Signatures of Anzo Manoni and Kay Winter authenticated this 4th day of MIOBER

/ ;	
1	Wing & Burnatad
	By: Mahlon Kirk, Secretary-Treasurer
	Attest: Losse Losse Elmer L. Gosda, Vice President Signatures of Mahlon Kirk and Elmer L. Gosda authenticated this 167 day of
	OCTOBER, 1999. Alana J. Burnstad.
	Notary Public, Wisconsin My commission expuse 7/07/2003 Drafted by W. Pharis Horton and T. J. Sobota
" Samuel Sam	::ODMA\WORLDOX\F:\DOCS\WD\23405\0\RS5213.NV4

SADDLE RIDGE ESTATES

Phase I Parcel 1:

Commencing at the Northwest corner of said Section 1, thence N89*50'14"E along the section line 1983.53 feet; thence South, 233.52 feet; thence S89*02'W, 662.09 feet to the point of beginning; thence S13*20"W, 431.61 feet; thence S41*32'W, 561.25 feet; thence N75*00'W, -290.03 feet; thence N49*35'W, 77.00 feet; thence N30*07'W, 347.00 feet; thence N11*18'W, 163.00 feet; thence N14*24'E, 108.00 feet to point "a"; thence N68*00'E, 286.33 feet; thence S66*25'E, 256.98 feet; thence Northeasterly on a curve to the right, radius 482.66 feet, whose chord bears N66*50'E, 364.74 feet, thence N89*02'E, 153.33 feet to the point of beginning. Said parcel contains 12.92 acres.

Phase I Parcel 2:

Commencing at the Northwest corner of said section 1; thence N89°50'14"E along the section line 60.00 feet to the point of beginning; thence continuing N89°50'14"E along the section line, 329.88 feet; thence S44°50'E, 165.85 feet; thence Southwesterly on a curve to the right, radius 100.00 feet, whose chord bears \$45°05'W, 141.21 feet; thence West, 155.19 feet; thence Southwesterly on a curve to the left, radius 191.00 feet, whose chord bears \$44°57'23"W, 270.32 feet; thence N0°05'15"W, 407.67 feet to the point of beginning. Said parcel contains 2.20 acres.

Phase I Parcel 3:

Commencing at the Northwest corner of said section 1; thence S0°05'15"E along the section line, 1046.29 feet to the point of beginning; thence East, 159.61 feet; thence S61°30'E, 170.91 feet; thence Southeasterly on a curve to the right, radius 122.00 feet, whose chord bears S29°13'39"E, 130.28 feet to the North line of the C.M.St.P&P R.R., and point "b"; thence N86°57'17"W along said North line, 373.69 feet to the said section line; thence N0°05'15"W along said section line, 175.40 feet to the point of beginning. Said parcel contains 1.28 acres.

Phase I Future Phases:

A parcel of land in the NW 1/4-NW 1/4, NE 1/4-NW 1/4, NW 1/4-NE 1/4 and SE 1/4-NW 1/4, section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the Northwest corner of said section 1; thence N89°50'14°E along the section line, 1983.53 feet to the point of beginning; thence continuing N89°50'14°E, along the section line, 50.00 feet; thence South, 246.83 feet; thence N89°18'W, 676.00 feet; thence N65°08'E, 392.00 feet; thence S29°40'E, 214.00 feet; thence S1°46'E, 575.00 feet; thence S53°35'W, 348.00 feet; thence S18°36'E, 242.50 feet; thence S42°00'W, 128.03 feet; thence S18°36'E, 242.50 feet; thence S33°35'W, 177.74 feet; thence N86°57'17°W, 938.31 feet; thence N14°36'E, 319.38 feet; thence N76°56'E, 652.00 feet; thence S64°24'E, 289.50 feet; thence N42°00'E, 109.31 feet to point "b"; thence Northerly on a curve to the left, radius 91.21 feet, whose chord bears N0°15'W, 122.65 feet; thence Northerly on a curve to the left, radius 309.00 feet, whose chord bears N58°C0'W, 164.62 feet; thence N73°30'W, 268.00 feet; thence Northwesterly on a curve to the right, radius 176.00 feet, whose chord bears N57°00'W, 99.97 feet; thence S61°42'W, 176.45 feet; thence S86°15'W, 792.58 feet; thence N13°20'E 431.61 feet; thence N89°02'E, 662.09 feet; thence North, 233.52 feet to the point of beginning. Said parcel contains 31.17 acres.

EXHIBIT A - PAGE 1

Phase II:

A parcel of land in the Northwest One-quarter (NW1/4) of the Northwest One-quarter (NW1/4), Northeast One-Quarter (NE1/4) of the Northwest One-quarter (NW1/4), Section 1, Town 12 North, Range 9 East, in the Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence N89°50'14"E along the section line, 1983.53 feet; thence South, 233.52 feet to the point of beginning; thence South, 50.00 feet; thence \$36°56'E, 307.33 feet; thence S61°42'W, 176.45 feet; thence S86°15'W, 792.58 feet; thence N13°20'E, 431.61 feet; thence N89°02'E, 662.09 feet to the point of beginning. Said parcel contains 7.24 acres.

EXCEPT the declared units described on Exhibits D, E, F and G_{\bullet}

SADDLE RIDGE

Phase I:

A parcel of land in the SWM-NWM. Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the Northwest corner of said Section 1; thence S0 05'15"E along the section line, 1381.93 feet; thence S86'57'17"E, 60.08 feet; thence N0 05'15"W, 60.09 feet to the South line of the C.M.ST. P. & P. R.R. Right of Way; thence S36'57'17"E, 92.25 feet to the point of beginning; thence S36'57'17"E, 215.95 feet; thence S3 00'W, 146.05 feet; thence S0uthwesterly on a curve to the right, radius 234.00 feet, whose chord bears S7'54'W, 39.98 feet; thence N78'25'W, 121.39 feet; thence N69'00'W, 133.00 feet; thence N18'00'E, 131.33 feet to the point of beginning. Said parcel contains 0.88 acres.

Phase II:

A parcel of land in the SWM-NWM, Section 1 and SEM-NEM, Section 2. T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 1381.93 feet; thence S86°57'17"E, 24.92 feet to the point of beginning; thence S30°20'W, 165.70 feet; thence N86°57'17"W, 853.95 feet; thence N22°00'W, 162.55 feet; thence S86°57'17"E, 998.73 feet to the point of beginning. Said parcel contains 3.05 acres.

Phase III:

A parcel of land in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line 4294.54 feet; thence N75°44'W, 186.73 feet; thence S75°44'E, 448.69 feet; thence S3°15'E, 81.95 feet; thence S31°44' W, 361.50 feet to the point of beginning; thence S76°40'E, 258.44 feet; thence southeasterly on a curve to the left, radius 65 feet, whose chord bears S29°33'E, 113.09 feet; thence easterly on a curve to the left, radius 360 feet, whose chord bears N80°44'E, 61.92 feet; thence S9°26'E, 236.84 feet; thence S76°00'W, 215 feet; thence N45°00'W, 212 feet; thence N34°29'W, 193.61 feet; thence N26°09'E, 138.29 feet to the point of beginning. Said parcel contains 2.79 acres.

Future Phases Parcel 1:

A parcel of land in the SW%-NW%, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 1321.84 feet; thence S86°57'17"E, 434.28 feet; thence S3°00'W, 25.00 feet to the point of beginning; thence S86°57'E, 333.87 feet; thence S21°00'W, 545.69 feet; thence S602°00'W, 430.00 feet; thence N70°56'W, 77.32 feet; thence northeasterly on a curve to the right, radius 679.45 feet, whose chord bears N25°25'E, 136.14 feet; thence N31°00'E, 389.85 feet; thence northeasterly on a curve to the left, radius 300.00 feet, whose chord bears N17°00'E, 145.15 feet; thence N3°00'E, 121.00 feet to the point of beginning. Said parcel contains 4.76 acres.

EXHIBIT B- PAGE 1

Future Phases Parcel 2:

A parcel of land in the SWM-NWM, Section I and SEM-NEM, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0 °05'15'E along the section line, 1381,93 feet thence S36'57'17''E, 24.92 feet to the point of beginning; thence S31 °00'E, 106.88 feet; thence S69 °00'E, 162.91 feet; thence S83 °35'E, 117.89 feet; thence southwesterly on a curve to the right, radius 234 feet, whose chord bears S24 °23'W, 53.92 feet; thence S31 °00'W, 389.85 feet; thence southwesterly on a curve to the left, radius 745.45 feet, whose chord bears S25 °15'W, 149.37 feet; thence S19 °30'W, 77.83 feet; thence N69 °23'W, 124.44 feet; thence N3 °00'W, 330 feet; thence N88 °00'W, 710 feet; thence N22 °00'W, 279.45 feet; thence S86 °57'17''E, 853.95 feet: thence N30 °20'E, 165.70 feet to the point of beginning. Said parcel contains 6.85 acres.

Future Phases Parcel 3:

A parcel of land in the NE14-SE14 and Government Lot 1, Section 2; T12N; R9F, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northeast corner of said Section 2; thence S0°05'15"E along the Section line, 4294.54 feet; thence N75°14"E, 186.73 feet; thence S36°44"W, 129.74 feet; thence N64°14"W, 233.12 feet; thence S4°00"E, 29.70 feet; thence N51°52"W, 88.99 feet to the point of beginning; thence N62°51"W, 234.72 feet; thence N9°00"W, 84.80 feet; thence N27°00"E, 642.00 feet; thence N12°00"E, 560.00 feet; thence S4°27"E, 245.96 feet; thence S17°26'W, 239.07 feet; thence S2°00"E, 288.97 feet; thence southeasterly on a curve to the left, radius 421.00 feet, whose chord bears S11°38"E, 147.14 feet; thence S52°00"W, 233.58 feet; thence southwesterly on a curve to the left, radius 562.00 feet, whose chord bears S24°00'W, 527.69 feet to the point of beginning. Said parcel contains 7.66 acres.

Future Phases Parcel 4:

A parcel of land in the NEW-SEW, Section 2 and Government Lot 4, Section 1, all T12N, R9E. Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the Section line. 2889.19 feet to the point of beginning; thence S77°30'E, 132.92 feet; thence S85°00'E, 520 feet; thence S14°00'E, 350 feet; thence S5°23"W, 372.77 feet; thence S60°00'E, 264 feet; thence S44°00'E, 429 feet; thence South, 329.38 feet; thence N78°40'W, 340.86 feet; thence N17°04'E, 96.54 feet; thence northerly on a curve to the left, radius 190 feet, whose chord bears N28°21'W, 270.65 feet; thence northwesterly on a curve to the right, radius 410 feet, whose chord bears N61°46'W, 170.49 feet; thence northwesterly on a curve to the left, radius 716 feet, whose chord bears N67°46'W, 442.51 feet; thence northwesterly on a curve to the right, radius 355 feet, whose chord bears N43°40'W, 476 feet; thence N2°00'W, 277.99 feet; thence N17°26'E, 304.98 feet; thence S77°30'E, 18.08 feet to the point of beginning. Said parcel contains 20.84 acres.

Future Phases Parcel 5:

A parcel of land in the NEW-SEW, Government Lot 1, Section 2, and Government Lot 4, Section 1, all T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 4294.54 feet; thence N75°44'W, 186.73 feet to the point of beginning; thence S36°44'W.

129.74 feet; thence N64°14'W, 233.12 feet; thence N4°00'W, 30 feet; thence northerly on a curve to the right, radius 496 feet, whose chord bears N24°00'E, 465.72 feet; thence N52°00'E, 219.90 feet; thence southeasterly on a curve to the left, radius 421 feet, whose chord bears S58°19'E, 388.11 feet; thence easterly on a curve to the right, radius 650 feet, whose chord bears S67°46'E, 401.72 feet; thence southeasterly on a curve to the left, radius 476 feet, whose chord bears S61°46'E, 197.93 feet; thence southerly on a curve to the right, radius 124 feet, whose chord bears S28°21'E, 176.63 feet; thence S17°04'W, 296.45 feet; thence S45°00'W, 291.81 feet; thence westerly on a curve to the right, radius 136 feet, whose chord bears S80°34'W, 158.22 feet; thence westerly on a curve to the left, radius 65 feet, whose chord bears S71°34'30''W, 84.73 feet; thence N76°40'W, 258.44 feet; thence N31°44'E, 361.50 feet; thence N5°15'W, 81.95 feet; thence N75°44'W, 448.69 feet to the point of beginning, Said parcel contains 19.44 acres.

Future Phases Parcel 6:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0.°05'15''1: along the section line, 4294.54 feet; thence N75°44'W, 186.73 feet; thence S75°44'E, 448.69 feet; thence S5°15'E, 81.95 feet; thence S31°44'W, 361.50 feet; thence S26°09'W, 138.29 feet; thence S34°29'E, 193.61 feet; thence S45°00'E, 212 feet; thence N76°00'E, 215 feet to the point of beginning; thence N9°26'W, 236.84 feet; thence northeasterly on a curve to the left, radius 360 feet, whose chord bears N60°24'E, 191.20 feet; thence N45°00'E, 126.36 feet; thence S45°00'E, 258.55 feet; thence S49°29'W, 293.36 feet; thence S76°00'W, 182 feet to the point of beginning. Said parcel contains 2.26 acres.

EXCEPT the declared units described on Exhibits D, ${\sf E}$, ${\sf F}$ and ${\sf G}$.

Exterior Descriptions of Lands Owned by The Saddle Ridge Corporation in Sections 1, 2 & 11 of the Town of Pacific and Section 36 of the Town of Fort Winnebago, Columbia County, Wisconsin Lying South of State Highway 33

All that part of Government Lots 1, 2, 3 and 4 of Section 11 lying North of the Fox River in Township Twelve (12) North, Range Nine (9) East;

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Government Lot 1, the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4), and the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) lying south of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, all being in Section Two. (2), Township Twelve (12) North, Range Nine (9) East;

The North one-half of the Northwest Quarter (N1/2 NW1/4) and the South one-half of the Northwest Quarter (S1/2 NW1/4), Government Lot 4, the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4); Government Lot 2 of Section One (1), Township Twelve (12) North, Range Nine (9) East, lying north of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way, Government Lots 2 and 3, the North one-half of the Northwest Quarter (N1/2 NW1/4), and the South Half of the Northwest Quarter (S1/2 NW1/4) of Section 1 lying South of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and North and West of a line described as follows:

Commencing at the intersection of the East line of Government Lot 2 of Section One (1), Township Twelve (12) North, Range Nine (9) East with the South right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, thence Westerly along said Southerly railroad right-of-way line 375 feet to the point of beginning of the reference line; thence South 0°13' West, 713.7 feet; thence West perpendicular to the East line of said Government Lot 2,50 feet; thence South 0°13' West, 274.9 feet; thence West perpendicular to the East line of said Government Lot 2,35 feet; thence South 0°13' West, 200 feet; thence North 87°2' West, 875.19 feet to the North South Quarter Section line of said Section One (1), thence continuing North 87°2' West, 824.71 feet to the Northerly end of a fence line, thence South 36°45' West along said fence line to the shore of Swan Lake;

all being in Section One (1), Township Twelve (12) North, Range Nine (9) East;

The Southeast Quarter (SE1/4) of Section Thirty-Six (36) lying South of State Highway 33, Township Thirteen (13) North, Range Nine (9) East, subject to recorded easements and restrictions of record.

MICHELLINGCOBERROGOSTOCKINGSSCHIEGGEDSEGNINGCHECKERDSpotrochschickus; Acendichtsgostockingsbockingsbockerprogenitorgoberrigoberchichoodelibis.

INTENDING TO DESCRIBE all of that property in Sections One (1), Two (2) and Eleven (11) of the Town of Pacific and Section Thirty-Six (36) of the Town of Fort Winnebago, all lying South of State Highway 33, owned by the Columbia Corporation.

EXCEPT the real estate described on Exhibits A, B, D, E, F and G.

EMHIBIT C

Exhibit D

Legal description of declared units in Saddle Ridge (to be inserted)

Exhibit E

Legal description of declared units in Saddle Ridge Estates (to be inserted)

Exhibit F

Legal description of declared units in Swan Lake Village (to be inserted)

Exhibit G

Legal description of declared units in The Forest at Swan Lake (to be inserted)

Exhibit H

Parcel Identification Numbers

F:\DOC\$\WD\23405\0\R\$5409.WPD

			Exhibit D a	nd Exhibi	t H		1		
Unit: Ti	ne unit identi	fication nu	1			SRA			
Parcel: The parcel identification number for each condominium unit in SRA									
Unit	Parcel	Unit	Parcei	Unit	Parcel	Unit	Parcel		
Offic	11032 TPC		11032 TPC	Olite	11032 TPC		11032 TP		
780	874	830	743	947	763	1146	1178		
781	875	831	743	948	764	1148	1179		
782	876	832	745	949	765		·		
783	877	833	746	950	766	1150 1152	1183 1196		
784	883	834	747	1047	706	1154	1198		
785	884	835	748	1048	707	1156	1204		
786	885	836	749	1049	707	1158	1204		
787	886	837	750	1050	700	1100	1205		
788	887	838	751	1050	702				
789	888	839	752	1057	- 703	842	755		
790	915	840	752	1052	704	843	755 756		
791	916	841	754	1054	704	844	757		
792	917	886	1171	1055	710	845	757		
793	918	887	1173	1056	710	040	130		
794	1013	888	1182	1057	712				
795	1014	889	1197	1058	712	,			
800	682	890	991	1059	767				
801	683	891	996	1060	767				
802	684	892	1010	1061	769		<u> </u>		
803	685	893	919	1062	770				
810	686	894	920	1063	1188		<u> </u>		
811	687	895	921	1064	1189		1		
812	688	896	922	1065	1190				
813	689	897	923	1066	1191				
814	690	898	924	1114	989				
815	691	899	889	1116	992	· · · · · · · · · · · · · · · · · · ·			
816	692	900	878	1118	1.172				
817	693	901	879	1120	1012		<u> </u>		
818	694	902	880	1122	999				
819	695	903	881	1124	990		<u> </u>		
820	696	904	882	1126	998		<u> </u>		
821	697	905	925	1128	997	<u> </u>			
822	698	906	926	1130	1011	<u> </u>	 		
823	699	907	927	1132	1001				
824	700	908	1185	1134	1174		!		
825	701	920	928	1136	1175		<u> </u>		
826	739	943	759	1138	1184				
827	740	944	760	1140	1177	······································			
828	741	945	761	1142	1180				
829	742	946	762	1144	1181				

	į		Exhibit E	and Exhib	it H		<u> </u>
Unit: Th	ne unit ident	ification nu			inium unit in	SRE	
Parcel:	The parcel i	dentification	on number fo	r each con	idominium ur	it in SRE	
	 		T.		The state of the s	III III OI CL	
Unit	Parcel	Unit	Parcel	Unit	Parcel	Unit	Parcel
	11032 TPC		11032 TPC	<u> </u>	11032 TPC		11032 TPC
101	599	409	655	621	929	301	631
102	600	410	656	622	873	302	632
103	601	411	657	623	930	303	633
104	602	412	658	624	896	304	634
105	603	413	659	626	897	305	635
106	604	414	660	628	891	306	636
107	605	415	661	630	892	307	637
108	606	416	662	632	901	308	638
109	607	501	663	634	902	309	639
110	608	502	664	636	898	310	640
111	609	503	665	638	890	311	641
112	610	504	666	640	899	312	642
113	611	505	667	642	900	313	643
114	612	506	668	644	911	314	644
115	613	507	669	646	1009	315	645
116	614	508	670	648	993	316	646
201	615	509	671	650 [:]	1005	513	675
202	616	510	672	652	1006	514	676
203	617	511	673	668	931	515	677
204	618	512	674	670	932	516	678
205	619	600	852	6001	911	607	863
206	620	601	856	6002	912		
207	621	602	853	6004	913	Ì	
208	622	603	857	6006	914		
209	623	604	854	6008	933		
210	624	605	862	6010	995		
211	625	606	855	6012	1007		
212	626	608	858	6014	994		
213	627	609	864	6016	1000		
214	628	610	859	6018	1003		
215	629	611	865	6020	1002		
216	630	612	860	6022	1004		
401	647	613 🕢	866	6024	.1176		
402	648	614	861	6026	1186		
403	649	615	867	6028	1187		
404	650	616	868	6032	1008		
405	651	617	869				
406	652	618	870				
407	653	619	871				
408	654	620	872	İ			

	_	•.				
Unit: Ti	he unit identi	fication nu	mber for e	ach condominium	unit in SLV	
Parcel:	The parcel id	dentification	n number f	or each condomi	nium unit in SLV	
				·		
UNIT	PARCEL		UNIT	PARCEL	UNIT	PARCEL
	11032 TPC					
1088	1201		,		,	
1090	1200					
1092	1199					
1094	1195					
1096	1194					
1098	1193					
1100	1192					
1102	904	-				
1104	905					
1106	906					
1108	907					
1110	908					
1112	909					

FSL

	EXHIBIT G and EXHIBIT H								
Unit: T	Unit: The unit identification number for each condominium unit in FSL								
Parcel: The parcel identification number for each condominium unit in FSL									
Unit	Parcel	Unit	Parcel	Unit	Parcel	Unit	Parcel		
	11032 TPC								
909	1300.909								
910	1300.910								
926	1300.926	•							
927	1300.927								
928	1300.928								
929	1300.929								
1033	1300.1033								
1034	1300.1034								
1035	1300.1035			,					
1036	1300.1036			•					
1037	1300.1037								
1039	1300.1039					<u></u>			
1041	1300.1041								
1042	1300.1042			: :					
1043	1300.1043								
1044	1300.1044			•					
1045	1300.1045								
1046	1300.1046								

DOCUMENT NO.

DOCUMENT AND TITLE

SECOND AMENDMENT TO WATER SUPPLY AGREEMENT



DOC # 873708

REGISTER OF DEEDS COLUMBIA COUNTY

RECORDED ON: 09/14/2015 03:13:04PM PAGES: 22

> KAREN A MANSKE REGISTER OF DEEDS

REC FEE:

30.00

Miller & Miller, LLC PO Box 200 Portage, WI 53901

Exempt #:

(Tax Parcel Number(s)

THIS IS NOT A CONVEYANCE AS DEFINED IN SECTION 77.21(1). STATS., AND THEREFORE IS EXEMPT FROM A RETURN AND FEE

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE

SECOND AMENDMENT TO WATER SUPPLY AGREEMENT

Name and return address:
John R. Miller, Miller & Miller, LLC
PO Box 200
Portage, WI 53901
Parcel No. See Attached Exhibits

THIS AMENDMENT (hereinafter referred to as "Second Amendment") is by and among THE SADDLE RIDGE CORPORATION, a Wisconsin Corporation (hereinafter "TSRC" and being formerly known as Wajbac and Tadwil, Ltd., and successor in interest to Columbia Corporation), SADDLE RIDGE ESTATES ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "SRE" and being the Master Association for Saddle Ridge Estate and Saddle Ridge Estates II), SADDLE RIDGE ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "SRA" which Association is the successor owner of the marina property), SWAN LAKE VILLAGE ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "SLV"), THE FOREST AT SWAN LAKE ASSOCIATION, LTD., a Wisconsin non-stock corporation (hereinafter "FSL"), and PINE TRAIL GOLF COURSE, LLC, a Wisconsin Limited Liability Company (hereinafter "PTG," which is the successor owner of the golf course formerly owned by TSRC).

RECITATIONS

- A. A Water Supply Agreement (hereinafter "Water Supply Agreement") was recorded September 27, 1979, in Vol. 211 of Records, pages 303-310, as Document No. 405010, in the office of the Register of Deeds for Columbia County, (Wisconsin) and re-recorded on October 1, 1979 in Vol. 211 of records, Pages 403-410, as Document No. 405060. That Water Supply Agreement sets forth certain rights and obligations relating to the water system (hereinafter "Water System").
- B. The real estate subject to the Water Supply Agreement is described on attached Exhibits. Condominium Associations whose unit owners have the right to take water from the Water System are as follows: Saddle Ridge Estates Association, Ltd. (being the master association for Saddle Ridge Estates and Saddle Ridge Estates, II), Saddle Ridge Association, Ltd., Swan Lake Village Association, Ltd. and The Forest at Swan Lake Association, Ltd. (hereinafter collectively referred to as the "Associations"). In addition to such use by the unit owners of the Associations, water is taken from the Water System for the office owned by PTG, PTG for its clubhouse and SRA for its marina.
- C. A First Amendment to the Water Supply Agreement was recorded at the office of the Columbia County Register of Deeds on October 7, 1999 as Document No. 612332.

D. The parties, through this Second Amended Agreement, wish at this time to further amend that Water Supply Agreement, as provided below:

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. To amend the Water Supply Agreement, as currently in effect, by deleting Paragraph 8 of the aforedescribed First Amendment and inserting the following provision in its place:
 - 8. a. Normal Residential Use. "Normal Residential Purposes" as used in this Amendment shall include and be limited to cooking, cleaning, washing, bathing, hot tubs, drinking, lavatory and similar interior household uses and lawn watering, in-ground watering systems, cleaning and low-volume recreational outside uses. Normal Residential Purposes do not include pools (other than hot tubs), or decorative fountains or similar uses. No unit owner or occupant shall use the System for other than Normal Residential Purposes.
 - b. Inground Watering System. Each Association that is a party to this Second Amendment and uses the water system has voted to permit inground watering systems to be installed and used on the limited common areas and/or common areas within the condominium plat covered by its Association. Those Associations agree that they shall collectively adopt rules and regulations, which, as a minimum, provide as follows:
 - 1. Set specific standards to apply to the inground watering system that may be installed within a limited common area and/or common areas and shall set fees to be charged for the applications and inspections provided for in this Agreement.
 - 2. Require a unit owner, who proposes to install an inground watering system, to submit an application to his/her Association or its designee, for review and approval.
 - 3. Require that the unit owner authorize inspections, after installation, and re-inspections to assure compliance with all applicable rules, regulations and applicable legal standards.
 - 4. Provide that any approval shall be subject to withdrawal if the system is not being appropriately maintained and repaired and shall also provide for the unit owner, whose unit is served by such system, to be responsible for all expenses, injuries, losses and other damages of any kind, that may be incurred or sustained as a result of any deficiency in the installation, maintenance or repair of such unit owners inground watering system.

- 5. Adopt rules and regulations setting limits on the frequency and hours during which the unit owner may operate such inground watering system to reasonably control the amount of water being consumed through the usage of such inground watering systems and adopt other rules relating to the operation of such systems. Those rules and regulations may be amended or modified as provided in this Second Amendment.
- 6. Provide that any approvals that are granted may be withdrawn if it is determined, by the engineer who is hired by the Associations to oversee the Water System, that such inground watering systems are consuming a quantity of water that jeopardizes the sufficiency of the Water System for the other "normal residential purposes" outlined in Paragraph 8 (a) above or jeopardizes the safety of the Water System.

Representatives of the Associations that are parties to this Second Amendment shall meet together from time to time for the purpose of formulating and reviewing common standards, regulations and procedures. Such rules, regulations and standards set by the Associations may at any time be amended or modified upon approval of the representatives of the Associations that are parties to this Second Amendment. The Operating Entity (currently SRE) shall be provided with, and shall maintain, a copy of all rules and regulations of the Associations relating to inground watering systems and a copy of all applications, permits, inspections and other records relating to inground watering systems installed within each condominium plat served by the Water System. Those records, at all times, shall be available, upon request, to representatives of each of the Associations.

- c. Waiver of Liability. Any unit owner seeking approval, as a condition for receiving approval to install and maintain an inground watering system, shall sign a Waiver and Indemnification Agreement providing that the Association and its agents, employees, officers and representatives shall have no liability for any damage to the inground water system installed within any limited common area or common area and that the owner, of such unit, shall indemnify the Association and its agents, employees, officers and representatives against, and hold them harmless from, any liability for injury or damage arising out of the installation, maintenance or use of such inground watering system located on any limited common area or common area.
- 2. The terms of this Second Amendment shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Second Amendment may be signed in counterparts.
- 3. The Water Supply Agreement, as amended by the First Amendment, is hereby ratified and confirmed, except as modified above by this Second Amendment.

Upon each of the parties approving this Second Amendment. This Second Amendment shall be executed by the parties and shall then go into effect upon being recorded at the office of the Columbia County Register of Deeds.

THE SADDLE RIDGE CORPORATION

SADDLE RIDGE ESTATES ASSOCIATION, LTD.

Miles D. Oakey, President

Sarah Mautz, Secretary

SWAN LAKE VILLAGE, ASSOCIATION, LTD.

By:

Chris Martin, President

Susan G/Martin, Secretary

SADDLE RIDGE ASSOCIATION, LTD.

Thomas M. Schermerhorn, President

Jason A. Youra/Secretary-Treasurer

THE FOREST AT SWAN LAKE ASSOCIATION, LTD.

By: Daniel J. Steeger, President
Attest; Donald A. Krueger, Secretary
PINE TRAIL GOLF COURSE, LLC
By: Ala Johnson, Managing Member
STATE OF WISCONSIN)
(ss COUNTY OF COLUMBIA)
Personally came before me this day of

STATE OF WISCONSIN)

COUNTY OF COLUMBIA)

Personally came before me this day of house, 2015, Miles D. Oakey, President and Sarah
Mautz, Secretary of the Saddle Ridge Estates Association, Ltd., to me known to be the persons who
executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers with act of said corporation, by its authority.
corporation, and acknowledged that they executed the foregoing instrument as such officers withe act of
said corporation, by its authority.

type or print name

Notary Public Columbia County, Williams My Commission expires 313110

*Names of persons signing in any dapacity should be typed or printed below their signatures.

KATRINA ROTH

E OF WISC

STATE OF WISCONSIN)

COUNTY OF COLUMBIA)

Personally came before me this harting day of Hugust, 2015, Chris Martin, President and Susan G. Martin, Secretary of the Swan Lake Village Association, Ltd., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.

type or print name

Signature

Notary Public Columbia County, WI

My Commission expires 15 12 MY Lant *Names of persons signing in any capacity should be typed or printed

below their signatures.

STATE OF WISCONSIN)

COUNTY OF COLUMBIA)

Personally came before me this 144 day of fixed, 2015, Thomas M. Schermerhorn, President, and Jason A. Youra, Secretary-Treasurer, of the Saddle Ridge Association, Ltd., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.

Signature

type or print name

Notary Public Columbia County, My Commission expires

*Names of persons signing in any capacity should be typed or printed below their signatures.

ATRINA

ROTH

E.O. WISCO

STATE OF WISCONSIN)

(ss

COUNTY OF COLUMBIA)

day of Avaist, 2015, Daniel J. Steeger, President and Donald Personally came before me this A. Krueger, Secretary of The Forest at Swan Lake Association, Ltd., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.

Signature

type or print name

Notary Public Columbia County, WI

KAI.
ROT.

COF WISCOMMENT

Ted or pr My Commission expires 313 *Names of persons signing in any capacity should be typed or printed

below their signatures.

STATE OF WISCONSIN)

COUNTY OF COLUMBIA)

Personally came before me this 14th day of Hugust, 2015, Robert L. Johnson, of The Pine Trail Golf Course, LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such managing member of said company, and acknowledged that he executed the foregoing instrument as such managing member as the act of said company, by its authority

Notary Public Columbia County, My Commission expires

KA.
RO.
WI Juld' *Names of persons signing in any capacity should be typed or printed below their signatures.

Drafted By: Attorney John R. Miller Miller & Miller, LLC PO Box 200 Portage, WI 53901

Phase I Parcel 1:

Commencing at the Northwest corner of said Section 1, thence N89°50'14"E along the section line 1983.53 feet; thence South, 233.52 feet; thence S89°02'W, 662.09 feet to the point of beginning; thence S13°20"W, 431.61 feet; thence S41°32'W, 561.25 feet; thence N75°00'W, -290.03 feet; thence N49°35'W, 77.00 feet; thence N75°00'W, 347.00 feet; thence N11°16'W, 163.00 feet; thence N14°24'E, 108.00 feet to point "a"; thence N68°00'E, 286.33 feet; thence S66°25'E, 256.98 feet; thence Northeasterly on a curve to the right, radius 482.66 feet, whose chord bears N66°50'E, 364.74 feet, thence N89°02'E, 153.33 feet to the point of beginning. Said parcel contains 12.92 acres. *

Phase I Parcel 2:

Commencing at the Northwest corner of said section 1; thence NS9°50'14"E along the section line 60.00 feet to the point of beginning; thence continuing N89°50'14"E along the section line, 329.88 feet; thence S44°50'E, 165.85 feet; thence Southwesterly on a curve to the right, radius 100.00 feet, whose chord bears \$45°05'W, 141.21 feet; thence West, 155.19 feet; thence Southwesterly on a curve to the left, radius 191.00 feet, whose chord bears \$44°57'23"W, 270.32 feet; thence N0°05'15"W, 407.67 feet to the point of beginning. Said parcel contains 2.20 acres.*

.....

Phase I Parcel 3:

Commencing at the Northwest corner of said section 1; thence S0°05'15"E along the section line, 1046.29 fact to the point of beginning; thence East, 159.61 feet; thence S61°30'E, 170.91 feet; thence Southeasterly on a curve to the right, radius 122.00 feet, whose chord bears S29°13'39"E, 130.28 feet to the North line of the C.M.St.P&P R.R., and point "b"; thence N86°57'17"W along said North line, 373.69 feet to the said section line; thence N0°05'15"W along said section line, 175.40 feet to the point of beginning. Said parcel contains 1.28 acres. *

Phase I Future Phases:

A parcel of land in the NW 1/4-NW 1/4, NE 1/4-NW 1/4, NW 1/4-NE 1/4 and SE 1/4-NW 1/4, section 1. T12N, R9E, Town of Pacific, Columbia County, Wisconsin bounded by the following described line: Commencing at the Northwest corner of said section 1; thence N89°50'14°E along the section line, 1983.53 feet to the point of beginning; thence continuing N89°50'14°E, along the section line, 50.00 feet; thence South, 246.83 feet; thence N89°18'W, 676.00 feet; thence N65°08'E, 392.00 feet; thence S29°40'E, 214.00 feet; thence N54°50'W, 270.43 feet; thence S33°35'W, 348.00 feet; thence N54°50'W, 270.43 feet; thence S42°00'W, 128.03 feet; thence S18°36'E, 242.50 feet; thence S53°35'W, 177.74 feet; thence N86°57'17°W, 938.31 feet; thence N14°36'E, 319.38 feet; thence N42°00'E, 109.31 feet to point 'b'; thence Northerly on a curve to the left, radius 91.21 feet, whose chord bears N0°15'W, 122.65 feet; thence Northerly on a curve to the left, radius 309.00 feet, whose chord bears N53°00'W, 164.62 feet; thence N73°30'W, 268.00 feet; thence Northwesterly on a curve to the right, radius 176.00 feet, whose chord bears N53°00'W, 154.62 feet; thence N73°30'W, 268.00 feet; thence Northwesterly on a curve to the right, radius 176.00 feet, whose chord bears N53°00'W, 99.97 feet; thence S61°42'W, 176.45 feet; thence S66°15'W, 792.58 feet; thence N07th, 233.52 feet to the point of beginning, Said parcel contains 31.17 acres.

EXHIBIT A - PAGE 1

*Phase \bar{I} , Parcels 1, 2 and 3 are all located in the NW 1/4 -NW 1/4, Section 1, Tl2N, R9E, Town of Pacific, Columbia County, Wisconsin.

Phase II:

A parcel of land in the Northwest One-quarter (NW1/4) of the Northwest One-quarter (NW1/4), Northeast One-Quarter (NE1/4) of the Northwest One-quarter (NW1/4), Section 1, Town 12 North, Range 9 East, in the Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence N89°50'14"E along the section line, 1983.53 feet; thence South, 233.52 feet to the point of beginning; thence South, 50.00 feet; thence S36°56'E, 307.33 feet; thence S61°42'W, 176.45 feet; thence S86°15'W, 792.58 feet; thence N13°20'E, 431.61 feet; thence N89°02'E, 662.09 feet to the point of beginning. Said parcel contains 7.24 acres.

EXCEPT the declared units described on Exhibits D, E, F and G.

SADDLE RIDGE

Phase I:

A parcel of land in the SWM-NWM, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the Northwest corner of said Section 1; thence S0 '05'15''E along the section line, 1381.93 feet; thence S86 '57'17''E, 60.08 feet; thence N0 '05'15''W, 60.09 feet to the South line of the C.M.ST. P. & P. R.R. Right of Way; thence S86'57'17''E, 92.25 feet to the point of beginning; thence S86 '57'17''E, 215.95 feet; thence S3 '00'W, 146.05 feet; thence Southwesterly on a curve to the right, radius 234.00 feet, whose chord bears 57'54'W, 39.98 feet; thence N78'25'W, 121.39 feet; thence N69''00'W, 133.00 feet; thence N18''00'E, 131.33 feet to the point of beginning. Said parcel contains 0.88 acres.

Phase II:

A parcel of land in the SWM-NWM, Section 1 and SEM-NEM, Section 2. T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 1381.93 feet; thence S86°57'17"E, 24.92 feet to the point of beginning; thence S30°20'W, 165.70 feet; thence N86°57'17"W, 853.95 feet; thence N22°00'W, 162.55 feet; thence S86°57'17"E, 998.73 feet to the point of beginning. Said parcel contains 3.05 acres.

Phase III:

A parcel of land in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1: thence 50 05'15"E along the section line 4294.54 feet; thence N75'44"W, 186.73 feet; thence 575'44"E, 448.69 feet; thence 55'15"E, 81.95 feet; thence 531'44" W, 361.50 feet to the point of beginning; thence 576'40"E, 258.44 feet; thence southeasterly on a curve to the left, radius 65 feet, whose chord bears 529"33"E, 113.09 feet; thence easterly on a curve to the left, radius 360 feet, whose chord bears N80"44"E, 61.92 feet; thence 59"26"E, 236.84 feet; thence 576 "00"W, 215 feet; thence N45"00"W, 212 feet; thence N34"29"W, 193.61 feet; thence N26"09"E, 138.29 feet to the point of beginning. Said parcel contains 2.79 acres.

Future Phases Parcel 1:

A parcel of land in the SW ¼-NW¼, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0 °05'15" E along the section line, 1321.84 feet; thence S86'57'17" E, 434.28 feet; thence S3 °00'W, 25.00 feet to the point of beginning; thence S86'57'E, 333.87 feet; thence S21 °00'W, 545.69 feet; thence S602 °00'W, 430.00 feet; thence N70'56'W, 77.32 feet; thence northeasterly on a curve to the right, radius 679.45 feet, whose chord bears N25 °25'E, 136.14 feet; thence N31 °00'E, 389.85 feet; thence northeasterly on a curve to the left, radius 300.00 feet, whose chord bears N17 °00'E, 145.15 feet; thence N3 °00'E, 121.00 feet to the point of beginning. Said parcel contains 4.76 acres.

Future Phases Parcel 2:

A parcel of land in the SWM-NWM, Section 1 and SEM-NEM, Section 2, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence SO 05'15'E along the section line, 1381.93 feet thence S86'57'17''E, 24.92 feet to the point of beginning; thence S31 00'E, 106.88 feet; thence S69'00'E, 162.91 feet; thence S33'35'E, 117.89 feet; thence southwesterly on a curve to the right, radius 234 feet, whose chord bears S24'23'W, 53.92 feet; thence S31'00'W, 389.85 feet; thence southwesterly on a curve to the left, radius 745.45 feet, whose chord bears S25'15'W, 149.37 feet; thence S19'30'W, 77.83 feet; thence N69'23'W, 124.44 feet; thence N3'00'W, 330 feet; thence N88'00'W, 710 feet; thence N22'00'W, 279.45 feet; thence S86'57'17''E, 853.95 feet; thence N30'20'E, 165.70 feet to the point of beginning. Said parcel contains 6.85 acres.

Future Phases Parcel 3:

A parcel of land in the NE'4-SE'4 and Government Lot 1, Section 2: T12N, R9I-Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northeast corner of said Section 2: thence S0°05'15"E along the Section line, 4294.54 feet; thence N75'44"E, 186.73 feet; thence S36'44"W, 129.74 feet; thence N64°14"W, 233.12 feet; thence S4'00"E, 29.70 feet; thence NS1°52"W, 88.99 feet to the point of beginning; thence N62°51"W, 234.72 feet; thence N9°00"W, 84.80 feet; thence N27°01"E, 642.00 feet; thence N12°00"E, 560.00 feet; thence S84°27"E, 245.96 feet; thence S77°26"W, 239.07 feet; thence S2°00"E, 288.97 feet; thence southeasterfy on a curve to the left, radius 421.00 feet, whose chord bears S11°38"E, 147.14 feet; thence S52°00"W, 233.58 feet; thence southwesterly on a curve to the left, radius 562.00 feet, whose chord bears S24°00"W, 527.69 feet to the point of beginning. Said parcel contains 7.66 acres.

Future Phases Parcel 4:

A parcel of land in the NEW-SEW, Section 2 and Government Lot 4. Section 1, all T12N, R9E. Town of Pacific. Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1: thence S0 °05' 15" E along the Section line, 2889, 19 feet to the point of beginning: thence S77*30'E, 132.92 feet; thence S85*00'E, 520 feet; thence S14*00'E, 350 feet; thence S5*28"W, 372.77 feet; thence S60*00'E, 264 feet; thence S44*00'E, 429 feet; thence South, 329.38 feet; thence N78*40'W, 340.86 feet; thence N17*04'E, 96.54 feet; thence northerly on a curve to the left, radius 190 feet, whose chord bears N28*21'W, 270.65 feet; thence northwesterly on a curve to the right, radius 410 feet, whose chord bears N61*46'W, 170.49 feet; thence northwesterly on a curve to the left, radius 716 feet, whose chord bears N67*46'W, 442.51 feet; thence northwesterly on a curve to the right, radius 355 feet, whose chord bears N43*40'W, 476 feet; thence N2*00'W, 277.99 feet; thence N17*26'E, 304.98 feet; thence S77*30'E, 18.08 feet to the point of beginning. Said parcel contains 20.84 acres.

Future Phases Parcel 5:

A parcel of land in the NEW-SEW, Government Lot 1, Section 2, and Government Lot 4, Section 1, all T12N, R9E. Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05'15"E along the section line, 4294.54 feet; thence N75°44"W, 186.73 feet to the point of beginning; thence S36°44"W.

129.74 feet; thence N64*14'W, 233.12 feet; thence N4*00'W, 30 feet; thence northerly on a curve to the right, radius 496 feet, whose chord bears N24*00'E, 465.72 feet; thence N52*00'E, 219.90 feet; thence southeasterly on a curve to the left, radius 421 feet, whose chord bears S58*19'E, 388.11 feet; thence easterly on a curve to the right, radius 650 feet, whose chord bears S67*46'E, 401.72 feet; thence southeasterly on a curve to the left, radius 476 feet, whose chord bears S61*46'E, 197.93 feet; thence southerly on a curve to the right, radius 124 feet, whose chord bears S28*21'E, 176.63 feet; thence \$17*04'W, 296.45 feet; thence %15'00'W, 291.81 feet; thence westerly on a curve to the right, radius 136 feet, whose chord bears S80*34'W, 158.22 feet; thence westerly on a curve to the left, radius 65 feet, whose chord bears \$71*34'30''W, \$4.73 feet; thence N76*30'W, 258.44 feet; thence N31*44'E, 361.50 feet; thence N5*15'W, 81.95 feet; thence N75*44'W, 448.69 feet to the point of beginning, Said parcel contains 19.44 acres.

Future Phases Parcel 6:

A parcel of land located in Government Lot 4, Section 1, T12N, R9E, Town of Pacific, Columbia County, Wisconsin, bounded by the following described line: Commencing at the northwest corner of said Section 1; thence S0°05°15°15°16 along the section line, 4294.54 feet; thence N75°44°W, 186.73 feet; thence S75°44°E, 448.69 feet; thence S5°15°E, 81.95 feet; thence S31°44°W, 161.50 feet; thence S26°09°W, 138.29 feet; thence S34°29°E, 193.61 feet; thence S45°00°E, 212 feet; thence N76°00°E, 215 feet to the point of beginning; thence N9°26°W, 236.84 feet; thence northeasterly on a curve to the left, radius 360 feet, whose chord bears N60°24°E, 191.20 feet; thence N35°00°E, 126.36 feet; thence S45°00°E, 258.55 feet; thence S49°29°W, 293.36 feet; thence S76°00°W, 182 feet to the point of beginning. Said parcel contains 2.26 acres.

EXCEPT the declared units described on Exhibits D, E, F and G.

1

Exterior Descriptions of Lands Owned by The Saddle Ridge Corporation in Sections 1, 2 & 11 of the Town of Pacific and Section 36 of the Town of Fort Winnebago, Columbia County, Wisconsin Lying South of State Highway 33

All that part of Government Lots 1, 2, 3 and 4 of Section 11 lying North of the Fox River in Township Twelve (12) North, Range Nine (9) East:

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Government Lot 1, the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4), and the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) lying south of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, all being in Section Two. (2), Township Twelve (12) North, Range Nine (9) East;

The North one-half of the Northwest Quarter (N1/2 NW1/4) and the South one-half of the Northwest Quarter (S1/2 NW1/4), Government Lot 4, the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4); Government Lot 2 of Section One (1), Township Twelve (12) North, Range Nine (9) East, lying north of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company right-of-way, Government Lots 2 and 3, the North one-half of the Northwest Quarter (N1/2 NW1/4), and the South Half of the Northwest Quarter (S1/2 NW1/4) of Section 1 lying South of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and North and West of a line described as follows:

Commencing at the intersection of the East line of Government Lot 2 of Section One (1). Township Twelve (12) North, Range Nine (9) East with the South right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, thence Westerly along said Southerly railroad right-of-way line 375 feet to the point of beginning of the reference line; thence South 0°13' West. 713.7 feet; thence West perpendicular to the East line of said Government Lot 2,50 feet; thence South 0°13' West, 274.9 feet; thence West perpendicular to the East line of said Government Lot 2,35 feet; thence South 0°13' West, 200 feet; thence North 87°2' West, 875.19 feet to the North South Quarter Section line of said Section One (1), thence continuing North 87°2' West, 824.71 feet to the Northerly end of a fence line, thence South 36°45' West along said fence line to the shore of Swan Lake;

all being in Section One (1), Township Twelve (12) North, Range Nine (9) East;

The Southeast Quarter (SE1/4) of Section Thirty-Six (36) lying South of State Highway 33, Township Thirteen (13) North, Range Nine (9) East, subject to recorded easements and restrictions of record.

WASHELD OF THE PROPERTY OF THE

INTENDING TO DESCRIBE all of that property in Sections One (1), Two (2) and Eleven (11) of the Town of Pacific and Section Thirty-Six (36) of the Town of Fort Winnebago, all lying South of State Bighway 33, owned by the Columbia Corporation.

EXCEPT the real estate described on Exhibits A, B, D, E, F and G.

Exhibit D

Legal description of declared units in Saddle Ridge (to be inserted)

Exhibit E

Legal description of declared units in Saddle Ridge Estates (to be inserted)

Exhibit F

Legal description of declared units in Swan Lake Village (to be inserted)

Exhibit G

Legal description of declared units in The Forest at Swan Lake (to be inserted)

Exhibit H

Parcel Identification Numbers

F:\DOC\$\WD\23405\0\R\$5409.WPD

			.Exhibit D an				
			umber for each				
Parcel:	The parcel ide	entification	on number for e	each con	dominium unit	in SRA	:
11-14	: \				:		
Unit	Parcel	Unit	Parcel	Unit	Parcel	Unit	Parcel
700	11032 TPC:		11032 TPC		11032 TPC		11032 TPC
780	874	830	743	947	763	1146	1178
781	875	831	744	948	764	1148	1179
782	876	832	745	949	765	1150	1183
783 784	877	833	746	950	766	1152	1196
785	883 :	834	747	1047	706	1154	1198
786	884 :	835	748	1048	707	1156	1204
	885 :	836	749	1049	708	1158	1205
787	886 :	837	750	1050	<u> 709 i</u>		<u>:</u>
788 780	887	838	751	1051	702		
789	888 :	839	752	1052	703	842	755
790	915	840	753	1053	704	843	756
791	916	841	754	1054	705	844	757
792	917	886	1171	1055	710	845	758
793 704	918	887	1173	1056	711		:
794	1013	888	1182	1057	712		
795	1014	889	1197	1058	713		:
800	682	890	991 ,	1059	767		
801	683	891	996	1060	768	· · · · · · · · · · · · · · · · · · ·	
802	684 :	892	1010	1061	769		
803	685	893	919 :	1062	770		
810	686	894	920	1063	1188	<u>.</u>	<u> </u>
811	687	895	921 .	1064	1189	, 	
812	688	896	! 922 !	1065	<u>' 1190 !</u>		
813	689	897	923	1066	1191		*
814	690	898	924	1114	989		
815	691	899	- 889 t	1116	992 :		3
816	692 :	900	878	1118	1172		;
817	693	901	879	1120	1012		
818	694	902	<u> </u>	1122	999 ;		:
819	695	903	881	1124	990		
820	696	904	882 -	1125	998		•
821	697	905	925	1128	997		
822	698 :	906	926	1130	1011		
823	699	907	927	1132	1001		;
824	700	908	1185	1134	1174		
825	701	920	928 :	1136	1175		
826	739	943	759	1138	1184		;
827	740	944	. 760 :	1140	1177		:
828	741	945	. 761	1142	1180		
829	742	946	762	1144	1181		:

			Exhibit E a				
Unit: Tr	ne unit identif	ication no	umber for eac	h condo	minium unit in S	RE	
Parcel:	The parcel id	entificati	on number for	each co	ndominium uni	t in SRE	
Unit	Parcel	Unit	Parcel	Unit	Parcel	Unit	Parcel
	11032 TPC		11032 TPC		11032 TPC		11032 TPC
101	599	409	. 655	621	929	301	631
102	600	410	656	622	8,73	302	632
103	601	411	657	623	930	303	633
104	602	412	658	624	896	304	634
105	603	413	659	526	897 .	305	: 635
106	604	414	660	628	891	306	: 636
107	605	415	661	630	892	307	. 637
108	606	416	662	632	901	308	: 638
109	607	501	663	634	902	309	639
110	608	502	664	636	898 :	310	640
111	609 :	503	, 665	638	890	311	641
112	610	504	: 666	640	899 :	312	. 642
113	611 ·	505	667	642	900	313	643
114	612	506	: 668	544	911	314	: 644
115	613	507	669	646	; 1009 ;	315	645
116	614	508	<u>: 670</u>	648	993	316	546
201	615	509	671	650	1005 ;	513	675
202	616	510	672	652	1006 :	514	676
203 204	617	511	673	668	931	515	677
205	618	512	∵	670	932	516	678
	619	600	852	6001	911 -	607	863
207		601	856	6002	: 912 :	-	
208	600	602	853	6004	913		
209	623	603 604	857	6006	914		
210	624		854 :	6008	300		
211	625	605 606	862 · 855	6010	995		:
212	626	608		6012	1007		
213	627 .	609	858	6014	994		<u> </u>
214	628	610	864 859	6016	<u>· 1000 ; </u>		
215	629	611	865	6018	1003		
216	630	612	860	6020	1002		•
401	647	613	866	6022	1004		:
402	648	614		6024	1176		
403	649	615	861 867	6025 6028	1186		
404	650		868		1101		
405	651	617	869	6032	1008		:
406	652		870	 			·
407	653	240	A 77.4		•		,
408	654	620	872		<u>: </u>		
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SRE II

EXHIBIT E AND EXHIBIT H

Unit: The unit identification number for each condominium unit in SRE II Parcel: The parcel identification number for each condominium unit in SRE II

Unit	Parcel	Unit	Parcel	Unit	Parcel	Unit	Parcel
	11032 TPC						
317	1400.0317						
6003	1400.06003						
6005	1400.06005						
6015	1400.06015						
6017	1400.06017						
6019	1400.06019						
6021	1400.06021						
6023	1400.06023						
6025	1400.06025						
6027	1400.06027						
6029	1400.06029						
6031	1400.06031						
6033	1400.06033						
6035	1400.06035						
6037	1400.06037						
6051	1400.06051						
6053	1400.06053						

1		!	=	and Exhibit H	3	
Unit: The	unit ider	ntification	number for ea	ach condominiur	n unit in SLV	:
Parcel: T	he parcel	l identifica	ition number f	or each condom	inium unit in SLV	:
		·i	!	1	}	
UNIT	PARCEL	. :	UNIT	PARCEL	UNIT	PARCEL
	11032 TP	C		: 1		;
1088	1201	1			:	!
1090	1200	;		;	:	
1092	1199	!			:	
1094	1195		i		!	
1096	1194	1		1	;	
1098	1193	i .			:	
1100	1192		į	i		
1102	904	1			:	:
1104	905		1	;		3
1106	906	į)		
1108	907	:		!		
1110	908	į				1
1112	909		i			

REMAINING PARCELS

-		Exhibi	t H			
	i	!				
Parcel Identification	Numbers of Remai	ning Lands				
			į			
PARCEL NO.	;	<u> </u>		PAR	CEL NO).
11032 TPC 152		1	1	1103	2 TPC	121
11032 TPC 87	1					112
11032 TPC 86	î				2 TPC	75.01
11032 TPC 75	'Also 84, 84.A, 59).C, C-88	i		2 TPC	64
11032 TPC 71.A		!	•		2 TPC	
11032 TPC 65.C				11103	2 TPC	59.A
11032 TPC 65.B			<u>;</u>			
11032 TPC 65		İ	1	:	1	
11032 TPC 61			Ì	;	i	
11032 TPC 59	: :	!		;	1	
11032 TPC 58				,	·	
11032 TPC 57		:				
11032 TPC 56.02		<u>į</u>	,	<u>i</u>	<u> </u>	<u></u>
11032 TPC 56.01	!		:	† †	;	<u>-</u>
11032 TPC 56	<u> </u>		:			
11032 TPC 2.01				į į		
11032 TPC 2	!		÷	:	1	

FSL

EXHIBIT G AND EXHIBIT H

Unit: The unit identification number for each condominium unit in FSL Parcel: The parcel identification number for each condominium unit in FSL

Unit	Parcel	Unit	Parcel	Unit	Parcel	Unit	Parcel
	11032TPC		11032TPC		11032TPC		11032TPC
809	1300.809	951	1300.951	1034	1300.1034	804	1300.804
909	1300.909	952	1300.952	1035	1300.1035	805	1300.805
910	1300.910	953	1300.953	1036	1300.1036	806	1300.806
911	1300.911	954	1300.954	1037	1300.1037	807	1300.807
912	1300.912	955	1300.955	1038	1300.1038	808	1300.808
914	1300.914	956	1300.956	1039	1300.1039	846	1300.846
916	1300.916	957	1300.957	1040	1300.1040	847	1300.847
917	1300.917	958	1300.958	1041	1300.1041	913	1300.913
918	1300.918	959	1300.959	1042	1300.1042	915	1300.915
921	1300.921	960	1300.960	1043	1300.1043	919	1300.919
922	1300.922	961	1300.961	1044	1300.1044	968	1300.968
923	1300.923	962	1300.962	1045	1300.1045	1067	1300.1067
924	1300.924	963	1300.963	1146	1300.1146	1068	1300.1068
925	1300.925	964	1300.964	1160	1300.1160		
926	1300.926	965	1300.965	1162	1300.1162		
927	1300.927	966	1300.966				
928	1300.928	967	1300.967				
929	1300.929	1033	1300.1033				

APPLICATION

The undersigned	owning a unit at
	(hercinafter "unit owner(s)")
	hereby applies for approval
of an inground watering system	within the common area and limited area located adjacent to
such unit. The undersigned attac	hes with this application the following:

- 1. Site plan and riser diagram covering the system
- 2. Description of the system
- 3. Name and address of the company who is to install the system
- 4. Name and address of licensed plumber who will make the connection to the unit's plumbing system

As a condition of approval, the unit owner(s) confirm that he/she has read the attached Rules, Regulations and Standards and accepts them and agrees to be bound by them.

Further, the undersigned unit owner(s) proposing to install an inground watering system, as a further condition for receiving approval to do so, agrees that the Association in which his/her unit is located and its agents, employees, officers and representatives shall have no liability for any damage to the inground water system installed within any limited common area or common area. Further, such unit owner(s) shall indemnify the Association and its agents, employees, officers and representatives against, and hold them harmless from, any liability for injury, damage or loss arising out of the installation, maintenance, or use of his/her inground watering system located on any limited common area or common area. The unit owner's covenants and representations set forth above, shall be binding on his/her successors in title.

Dated:	(Signature - Unit Owner)
	(Print name)
Dated:	(Signature – Unit Owner)
	(Print name)
The undersigned hereby approve the	APPROVAL e foregoing Application.
Dated:	Association President
Dated:	Operating Entity for Association

Cc: Current Engineering Firm

RULES, REGULATIONS AND STANDARDS UNDER THE SECOND AMENDMENT TO WATER SUPPLY AGREEMENT

Standards:

- a. The inground watering system must meet all applicable governmental regulations and be installed in compliance with all applicable plumbing codes and other applicable regulations.
- b. The irrigation system installation shall include cross-connection control. An atmospheric vacuum breaker or a reduced pressure backflow preventer may be used.
- 1. If a reduced pressure backflow preventer (RPBP) is used, the RPBP shall be installed on the irrigation supply line, after the main control valve. The RPBP shall require annual testing, including written verification, by a qualified technician.
- 2. The atmospheric vacuum preventer (AVP) shall be installed at least six inches above the highest sprinkler head. Two methods of installation will be allowed. The first method includes an AVP on each branch of the irrigation system. No valves will be allowed after the AVP. The second method includes an AVP on the main supply line after the main control valve and a wild head. If this method is used the system may include valves after AVP.
- c. The inground watering system shall be installed by a firm experienced in the installation of such systems and connections requiring the services of a licensed plumber must be made by a licensed plumber.

Approval:

Prior to submitting an application to the Town Building Inspector for a permit for the plumbing work associated with the inground watering system, the applicant shall submit to his/her Association's designee, for approval, a site plan and riser diagram covering the systems being proposed, together with a description of the specific system, which the applicant proposes to install. With that submission to the Association's designee, the applicant shall include the name and address of the company that is being hired to install that system and the licensed plumber who will make the connections to the water system. The application shall provide the Association's designee any additional information requested of the applicant relating to the installation of the proposed inground watering system. The applicant shall also execute the "Acceptance, Waiver and Indemnification Agreement," set forth below, as a condition of receiving approval to install such system. The Association reserves the right, at any time, to withdraw its approval for such inground watering systems if it is determined, by the engineer who is hired to handle matters for the Associations, relating to the Water System, that such inground watering systems are consuming a quantity of water that jeopardizes the sufficiency of

the Water System for the other "normal residential purposes" or jeopardizes the safety of the Water System.

Its approval may also be withdrawn if a unit owner's system is not being appropriately maintained and repaired. The unit owner served by such system shall be responsible for all expenses, injuries, losses and other damages of any kinds that may be incurred or sustained as a result of any deficiency in the installation, maintenance or repair of such unit owners' inground watering system.

Inspections:

Once installed, the applicant shall arrange for those inspections of the inground watering system that may be required by law. Further, the Association may require further periodic inspections of the inground watering system, or if it feels any special inspections of the systems should be performed to address or prevent an issue with the inground watering system, the Association may require a special inspection of the system. The owner of the unit served by such inground watering system, shall be responsible for the costs incurred by the Association in conducting such periodic or special inspection of the system that serves his/her unit.

If any inspection finds a defect in this inground watering system, the owner of the unit served by such system shall promptly and fully cure that defect.

Operations:

The inground watering system may be operated no more than three times in any week and for no longer than $\frac{+wo}{}$ hours on any occasion. Such watering may occur during the evening or early morning hours.

Amendment:

The Association, at any time, may amend any of these rules, regulations and standards.

ACCEPTANCE, WAIVER AND INDEMNIFICATION AGREEMENT

The undersigned, proposing to install an inground watering system to serve the unit at the
following address:
as a condition to receiving approval to install that system, accepts the foregoing rules, regulations
and standards and agrees to be bound by these rules, regulations, and standards.

Further, the undersigned unit owner proposing to install an inground watering system, as a condition for receiving approval to do so, agrees that the Association in which his/her unit is located and its agents, employees, officers and representatives shall have no liability for any

damage to the inground water system installed within any limited common area or common area. Such unit owner shall indemnify the Association and its agents, employees, officers and representatives against, and hold them harmless from, any liability for injury, damage or loss arising out of the installation, maintenance, or use of his/her inground watering system located on any limited common area or common area.

Dated:	(Signature)	
	(Print name)	
Dated:	(Signature)	
	(Print name)	

SECTION 7 EXPANSION PLANS

The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and effect of such expansion is set forth in the Declaration that is part of these disclosure materials at pages 1-11 through 1-18.

SECTION 8 FLOOR PLAN AND MAP

The floor plan for each unit and a map showing its location is contained in Section 1 of the Disclosure Materials, in the Declaration or particular Amendment covering the Phase in which the condomium unit is located.