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CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SHADOW RIDGE CONDOMINIUMS

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W.M. Development, Inc.
1249 Russet Court
Green Bay, WI 54313

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**CONDOMINIUM DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SHADOW RIDGE CONDOMINIUMS**

This Declaration is made pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (hereinafter referred to as "the Act") this 28th day of May, 2004, by W.M. DEVELOPMENT, INC., a Wisconsin corporation, hereinafter referred to as "Declarant".

Section 1: Statement of Declaration: The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership, in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole fee simple owner of the real property described in Section 2 hereof, together with all buildings and improvements thereon, which is hereby submitted to the condominium form of ownership.

Section 2: Description of Real Estate: The real estate subject to this Declaration (hereinafter "Real Estate") is located in Brown County, Wisconsin, and is more particularly described on Exhibit "A" attached hereto.

Section 3: Name and Address of Condominium: The aforesaid Real Estate and all buildings and improvements/ thereon shall be known as

SHADOW RIDGE CONDOMINIUMS. The mailing address of the condominiums is and shall be 1249 Russet Court, Green Bay, Wisconsin 54313.

Section 4: Development Plan:

4.1 Description and Location of Buildings: The Declarant contemplates the construction of thirteen (13) buildings, none of which are existing structures and thirteen (13) are planned for construction upon the Real Estate. Said buildings shall contain a total of seventy (70) units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the Real Estate as shown on the Condominium Plat attached hereto as Exhibit "B" and made a part hereof. The units are more fully described in the building and floor plans contained in the Condominium Plat.

4.2 Alteration of Plan: Declarant reserves the right to alter the layout and dimensions of the buildings and units shown on the Plat and floor plan. Declarant shall have the right to amend this Declaration, at its sole discretion, for the purpose of recording a plat or survey depicting any changes of the layout, location, unit numbers and/or dimensions of the buildings and units as finally located and erected, and any such amendment shall be recorded in the office of the Register of Deeds for Brown County.

Section 5: Number and Identification of Units:

5.1 Number. There shall be seventy (70) condominium units in SHADOW RIDGE CONDOMINIUMS.

5.2 Identification. A unit is that part of a building intended for individual or private use, comprised of one or more rooms within one or more vertical 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 building, as said unit boundaries are shown in the floor plans contained within the Condominium Plat, together with all fixtures and improvements therein contained.

The units are designated by five or six digit identifying numbers, and their location, approximate area, number of rooms, limited common elements to which the units have access and further details identifying and outlining the units are as set forth in the Condominium Plat and described and explained hereunder.

Section 6: Description of Common Elements: The common elements shall consist of all SHADOW RIDGE CONDOMINIUMS' improvements and appurtenances, except the individual units as defined herein, including without limitation: the land on which the buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of the unit), roofs, foundations, hallways, lobbies, stairways, entrances and exits, pipes,

ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, parts of the buildings, and landscaping, girders, beams and supports, structural sidewalks, access drives, parking spaces and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of installing additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and providing further that the common elements be restored to their former condition by the unit owner, at their sole expense, upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

Section 7: Description of Limited Common Elements:

7.1 Description: A portion of the common elements is designated as "limited common elements", and said limited common

elements are specifically indicated on the Condominium Plat. Such limited common elements shall include, but not be limited to the area immediately behind each unit as shown on the plat and floor plans, including all sidewalks, driveways, patios, decks or verandas having direct access to the units to which they are appurtenant. Such limited common elements shall be reserved for the exclusive use of the unit owner or occupant of the unit to which they are appurtenant.

7.2 Use: The manner and use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any limited common elements, or permit such, in any manner contrary to such By-Laws, rules or regulations.

Section 8: Percentage of Ownership in Common Elements:

Each unit owner shall own an undivided interest in the common elements and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and limited common elements for all purposes incidental to the use and occupancy of their unit as a place of and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with their unit.

The percentage of such undivided interest in the common elements and limited common elements appertaining to each unit and its owner shall be, fractionally, (1/70) each. However, if the total number of Units at the concession of the development of the Condominium does not equal seventy (70), the formula for determining each member's ownership interest in the Common Elements shall be as follows: the numerator shall be the number of units owned by the Member and the denominator shall be the total number of Units at a particular time, as set forth in the Declaration and the Plat.

Section 9: Residential Purpose and Limitation of Number of Owners. All buildings and units therein contained are intended for and restricted exclusively to the residential use as governed by the terms and conditions contained herein and the By-Laws of the Association. Units may not be rented except by the Declarant as specified in Section 14 of this Declaration. Not more than two (2) persons shall own one unit, provided, however, that a husband and wife shall be considered to be one person in determining the number of owners permitted, and this restriction shall not apply to heirs of a deceased owner.

Section 10: Registered Agent for Service of Process: The initial registered agent for service of process for the Unit Owners Association shall be Wade T. Micoley, 1249 Russett Court, Green

Bay, Wisconsin 54313. Change of registered agent may be accomplished by resolution of the Board of Directors of the Unit Owners Association and upon proper filing of said name and address with the Department of Financial Institutions of the State of Wisconsin.

Section 11: Association of Unit Owners:

11.1 Duties and Obligations: All unit owners shall be entitled and required to be a member of an association of unit owners to be known as SHADOW RIDGE CONDOMINIUM ASSOCIATION, INC. (hereinafter called "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and limited common elements. Each unit owner and the occupants of each unit shall abide by and be subject to all the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

11.2 Voting Rights: The Association shall have two classes of voting membership as follows:

- (a) Class A - Class A members shall be all unit owners with the initial exception of the Declarant of the condominium, and shall have one vote for each unit owned; should a unit be owned by more than one person, the owners thereof are entitled collectively to only one vote;
- (b) Class B - Class B members shall be the Declarant, who shall be entitled to five (5) votes for each unit contemplated by this declaration, less units sold.

The Class B membership shall cease and be converted to Class A upon the earlier of: (a) ten years from the date that the first unit is conveyed by the Declarant to any person other than the Declarant; or (b) thirty (30) days after conveyance of seventy--five (75%) percent of the common element interests to purchasers.

The respective rights and qualifications of the two (2) classes of voting members shall be as set forth in the By-Laws of the Association.

11.3 Declarant Control: The Declarant shall retain control over the Board and officers of the Association and the right to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association until such time as 75% of the Units have been originally sold by the Declarant or ten (10) years from the date of the filing of this Declaration, whichever occurs first.

11.4 Association Personnel: The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting, heating, water, trash collection, sewer service, landscaping and snow or debris removal and such other common services as may be required for each unit.

Section 12: Repairs and Maintenance:

12.1 Common Elements: The Association shall be responsible for the management and control of the common elements and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include: (i) all painting, repairing and decorating of exteriors, (ii) maintenance and repair of sidewalks, parking areas and access routes and (iii) maintenance of all grounds, open spaces and landscaping thereon.

All pipes, water lines, storm sewers and sewer lines are common elements of the condominium. The Association established by this Declaration shall have all powers necessary to operate, maintain and replace the sewage system in conformance with State law and shall be responsible for such operation, maintenance and replacement. Upon removal of a part or all of the property described in the Declaration and any successor form of ownership in common by two or more persons or entities of one or more living units with a shared system, the owners of such removed property shall have a legal and financial obligation to cause the shared system to be operated and maintained by a single entity with sufficient legal powers and enforceable assessments for such operation and maintenance. Examples of such entities include, without limitation, a condominium association, a property owner corporation, a lawful private sewage district, a

municipal sewage district or a private utility district charged with the operation of a lawful private sewage system.

Unless the written consent of the controlling governmental body is obtained, the Declaration, By-Laws of the Association and Articles of Incorporation of the Association shall not be amended in a manner to deprive the Association of the control over the sewage system for the condominium and of the power to levy to enforce assessments for purposes of operating, maintaining or replacing the sewage system. The provision of this instrument may be enforced by any unit owner, which is served by a shared sewage system and may also be enforced by the controlling governmental body or County in which the property is located.

12.2 Individual Units and Limited Common Elements: Each unit owner shall be responsible for keeping the interior of their unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the unit. Without in any way limiting the foregoing, the unit owner shall maintain, repair and replace everything within the confines of the owner's unit, which is not to be maintained by the Association

pursuant to subparagraph 12.1, including, but not limited to the following:

- (a) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;
- (b) All built-in shelves, cabinets, counters, storage areas and closets;
- (c) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within or serving the unit;
- (d) All bathroom fixtures, equipment and apparatus;
- (e) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit, and all electrical lines between the unit and its individual service panel or meter;
- (f) All interior doors, non-load bearing walls, partitions and room dividers;
- (g) All furniture, furnishings and personal property contained within the respective unit; and
- (h) All other maintenance or repair of or replacements involving a unit as contemplated and authorized hereunder.

Further, each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 7 hereof and as described in the Condominium Plat, in good condition and repair, maintaining such as his own unit.

12.3 Prohibition Against Structural Changes by Owner: A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations,

changes or improvements to their unit, or in or to the exterior of any building or any common or limited common elements. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement granted herein, without the prior written consent of the Association.

12.4 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, and for any other matters for which the Association is responsible under this Declaration. Such entry shall be made with prior notice to the unit owner (except in the case of an emergency) and with as little inconvenience to the owner as is practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

Section 13: Unit Owner's Rights With Respect to Interiors: Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors within the unit boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way shall materially change any common wall between units.

Section 14: Right of Declarant to Dispose of Units:

Declarant shall have the right to sell or otherwise dispose of units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under a land contract, installment sale or mortgage, Declarant shall be free to dispose of any such units by any means whatsoever. Nothing herein contained shall in any way restrict Declarant's right to rent any units not sold or otherwise disposed of.

Section 15: Destruction and Reconstruction:

15.1 Vote Needed Not To Build, Repair or Restore: In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practical, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of at least 75% of the total number of members of the Association entitled to vote, it is determined not to rebuild or repair.

15.2 Unit Damage: This subsection shall apply in the event of any damage or destruction to all or any part of a unit from one or more occurrences:

- (a) Each unit owner shall be solely responsible for all repairs and reconstruction of their unit, and all of its facilities and contents, in the event of any damage of any kind resulting from any cause whatsoever, except that this provision shall not preclude or otherwise affect a unit owner's right to recover any such cost and

expense from any person responsible for such loss. The Association shall be responsible, and shall reimburse the unit owner, for the cost of repairs or replacements required by reason of physical damage to a unit or its contents, if (and only if) such damage is caused by the breakage, lack of repair or defective or damaged condition of any common element or by any insured fire or other casualty or occurrence for which the Association has insurance coverage, but then only to the extent of such coverage apportioned to that unit.

- (b) Any unit damaged by fire or other casualty or occurrence of any kind shall be promptly repaired or reconstructed by the unit owner, at their expense (following completion of repairs or rebuilding by the Association of the common elements necessary therefor). The proceeds of collectible insurance, if any, maintained by the Association shall be made available for the purpose of repairing and restoring those damaged portions of a unit so insured, upon submission of contractors' invoices and lien waivers for work performed.

15.3 Damage to Common Elements: This subsection shall apply in the event of any damage or destruction to all or any part of any common or limited common elements resulting from one or more occurrences. In case of any damage or destruction to all or any part of any common or limited common elements, the provisions in Wis. Stats. Section 703.18 shall control.

15.4 Reconsideration: On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original, upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five

percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 16: Insurance:

16.1 Insurance: The Association: The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, and any portion thereof, in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association, as Trustee for each of the unit owners and their respective mortgagees, as their interest may appear. Premiums for said insurance policies 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 any unit owner, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated or Suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents, and guests, without thirty (30) days prior written notice to the Association, giving it opportunity to cure the defect(s) within that time. The amount of protection and the types of hazards to be insured against 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.

The Board of Directors of the Association shall also procure liability insurance covering the common elements and limited common elements 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 procure worker's compensation insurance or fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

16.2 Insurance: Unit Owners. Each unit owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance on unit owner improvements within such unit and all personal property within the unit, and (ii) personal liability insurance for all conditions and events occurring within the unit. Each unit owner hereby waives and releases any and all claims which may arise against any other unit owner, the Association and its Board, officers, agents and employees, the Declarant and its respective employees and agents, for damages to common elements, the units, the unit owner improvements, or any personal property located in the common elements or units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

Section 17: Assessments; Common Expenses; Maintenance Fund:

17.1 Liability for Common Expenses. The costs of administration of the Association, insurance, repair, maintenance, landscaping and other expenses of the Common Elements and common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners as well as the Units themselves, for such Common Expenses in accordance with the Unit Owner's Percentage interest in the manner provided in the By-laws of the Association. No Unit Owner may exempt himself or herself or his or her net ownership from liability for his or her contribution toward the common expenses by waiver of the use of enjoyment of any of the common element or limited common elements and facilities or services or by the abandonment of his or her Unit, and no conveyance shall relieve the Unit Owner, grantor or his or her Unit of such liability, and he or she shall jointly, severally, and personally be liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all common expenses charged to his or her Unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act, without the

necessity of filing such lien, and this provision shall constitute notice to all successors of title to Units.

17.2 Collection of Assessments and Other Charges:

A Unit Owner shall be obligated to pay all assessments which shall become due and payable against the respective Unit for the period commencing on such Unit Owner's Record Owner Date for such Unit and continuing until a successor-in-title becomes the record owner of such Unit. Annual assessments shall be paid monthly unless and until the Association determines a different periodic payment. If any assessment or installment thereof or any other sum owing to the Association is not paid on or before the date when due, which date is herein referred to as the "Delinquency Date," then all such indebtedness shall be delinquent. Thereafter, on written demand by the Association to the Unit Owner, the entire unpaid balance of all assessments and the entire unpaid balance of any other sum owing to the Association shall also become delinquent and thereupon shall be immediately due and payable in full. Delinquent assessments and any other delinquent sums owing to the Association and charged against a Unit shall be a continuing lien on such Unit as an equitable charge running with the land and shall be binding upon the Unit Owner and the grantees, heirs, administrators, personal representatives, executors, legal representatives, successors and assigns of such Unit Owner;

provided, however, said lien for delinquent assessments shall be subject and subordinate to the lien of any first mortgage lender recorded against said Unit. The obligation to pay an assessment against a Unit and to pay any other sum owing to the Association and charged against a Unit shall also be a personal obligation to the Unit Owner. In the event more than one person is the record owner of a Unit, then all such persons shall be jointly and severally liable for all assessments against such Unit and for all other sums owing to the Association and charged against such Unit. The lien of any delinquent assessment and any other delinquent sums owing to the Association shall attach to rents due and owing to a Unit Owner from tenants in possession of such a Unit, provided that such lien shall be subordinate to an assignment of rents held by a first mortgagee of such Unit delivered in connection with such mortgage loan secured by such Unit.

If any assessment and any other sum owing to the Association is not paid within thirty (30) days after the delinquency date, the assessment and any such other sum shall bear interest from and after the delinquency date at the rate of Eighteen percent (18%) per annum or the maximum rate of interest per annum permitted by the usury laws of the State of Wisconsin, whichever is less, and the Association may (i) bring an action against the Unit Owner personally obligated to pay

such assessment and any other sum owing to the Association; (ii) bring an action to foreclose the lien against such Unit; and (iii) intervene as a third party in any action to foreclose any other lien against the Unit; or any one or more of (i), (ii) or (iii) and there shall be added to the amount of such assessment all the costs of collecting the assessment and any other sum owing to the Association, including, but not limited to, attorneys' fees and title report costs and other costs associated with preparing and filing a complaint and maintaining and concluding such action. In the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment and any other sum owing to the Association, together with reasonable attorneys' fees to be fixed by the court and all costs of the action. The Association shall have the power to bid and acquire a Unit at any sale resulting from the foreclosure of any assessment and any other sum owing to the Association or resulting from the foreclosure of any mortgage or other lien against any Unit. No Unit Owner is exempt from liability for payment of such Unit Owner's assessment for common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of such Unit.

17.3 Foreclosure: In the event of the foreclosure of a lien for unpaid common expenses, the Unit Owner who is the defendant in

such proceeding shall be required to pay to the Association, as the case may be, all charges and assessments for common expenses during any such period after the entry of a judgment for foreclosure and prior to the eviction or vacation of the Unit by such Unit Owner.

17.4 Payment of Assessment by Declarant: The Declarant shall not pay any assessments on contemplated Units which have been submitted, but construction of the buildings and Units have not been completed. Prior to the original sale of Units which are completed, the Declarant shall pay 50% of the assessment established by the Board for each such Unit, but shall be responsible for any shortfall on the budgeted expenses until such time as 75% of the contemplated Units have been constructed or sold to a third party. Notwithstanding the above, for the period of time as there are uncompleted Units owned by the Declarant, the Declarant shall have the option of either paying the regular assessment to the Association for each uncompleted Unit or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all Unit Owners of completed Units (including the Declarant) and the actual expenses incurred by the Association; provided, however, the Declarant shall not be liable in any such circumstances, for any portion of the regular assessment attributable to the reserve fund. For purposes of

this Section, a Unit shall be deemed to be "completed" when an occupancy permit has been issued by the municipality for the Unit.

Section 18: Conveyance to Include Interest in Common Elements and Limited Common Elements: The percentage of the undivided interest in the common and limited common elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one type of ownership without including the other shall be deemed and taken to include the interest so omitted, even though the omitted interest is not expressly mentioned or described therein.

Section 19: Easements, Reservations and Encroachments:

19.1 Utility Easements: Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace electrical lines, water mains and pipes, sewer lines, gas mains or lines, telephone wires and equipment, cable television lines, wires or

equipment and similar services over, under, along and on any part of the property described in Section 2 of this declaration.

19.2 Easement for Construction, Access and Maintenance:

Declarant hereby further reserves for itself and its successors and assigns, a right of access over, across and through the property, including over and across any roadway described in the plat for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of buildings, units, improvements and amenities in any phase of the condominium. In addition, Declarant reserves for itself, its successors and assigns, and for the benefit of purchasers of units in future phases of the condominium, a non-exclusive easement for ingress and egress over and across the roadway described and shown on the plat.

19.3 Encroachments: In the event that by reason of the construction, reconstruction, settlement or shifting of any building, or the design or construction of any unit, any part of the common elements or limited common elements, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or limited common elements, or any portion of any unit encroaches upon

any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements or limited common elements, if such encroachment occurred due to the willful conduct of said owner or owners.

19.4 Binding Effect: All easements and rights described herein are easements appurtenant and running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees, and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this section.

Section 20: Failure of Association to Insist on Strict Performance Not Waiver: The failure, if any, of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or

to serve any notice or to institute any action, shall not be construed as a waiver of any subsequent breach of the same term, covenant, condition or restriction contained herein. The receipt by the Association of payment Of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made, unless expressed in writing and signed by %he Association.

Section 21: Amendments to Declaration:

21.1 Amendments. This Declaration may be amended at a meeting duly held for such purpose by the written consent of the owners of at least seventy-five percent (75%) of the units (including units held by the Declarant that have not yet been built). No amendment shall alter or abrogate the rights of Declarant, as contained in this Declaration.

Copies of each amendment shall be certified by the President and Secretary of the Association, or such other officers as the Board of Directors may designate, and shall not become effective until duly recorded in the office of the Register of Deeds for Brown County, Wisconsin. A copy of each amendment shall also be mailed or personally delivered to each unit owner at the address on file with the Association.

21.2 Amendments for Alteration of Plans: Notwithstanding any provision in this Declaration to the contrary, this Declaration may be

amended by the Declarant to alter the plans as provided in Section 4 of this Declaration.

Section 22: Unit Owner Liability; Real Party in Interest:

22.1 Unit Owner Liability:

- (a) The owner of a unit shall be liable to third parties for his proportionate share (based upon that unit's undivided interest in the common elements) of all costs, damages, debts, obligations and other liabilities of the Association. By acceptance of a Deed or other conveyance or transfer of any legal or equitable interest in a unit, the owner, joint owner, and all other transferees, consent to personal liability to the extent of that unit's proportionate share (based upon its undivided interest in the common elements) of any judgment entered against the Association, without being made a party to the action in which such judgment is obtained, PROVIDED such liability shall be limited as provided under subsection 22.1(b).

- (b) A unit owner shall not be liable (directly or indirectly) to any person, firm, corporation or organization for any debt or other obligation of the Association, or of the other unit owners, beyond such owner's percentage ownership interest in the assets and liabilities of the Association. (Said percentage ownership interest previously set forth herein.) A unit owner shall not be liable for any personal injuries or damages arising out of any temporary or permanent condition or defect of any common elements, beyond such owner's percentage ownership interest in the assets and liabilities of the Association. A unit owner shall also not be liable for other damages or liabilities of any kind arising out of the operation or management of the Association, beyond his or her percentage ownership interest in the assets and liabilities of the Association.

22.2 Real Party in Interest: The Association shall represent and defend the unit owners and shall be the real party

in interest to represent and defend or prosecute any claim on behalf of or against all of the unit owners in any suit, action or other proceedings: (a) for enforcement of any debt or other contractual obligation to or from the Association or all the unit owners; or (b) involving personal injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any common elements; or (c) for damages of any kind arising out of the operation or management of the Association; or

22.3 Indemnification: The Association shall indemnify and hold each unit owner harmless from all liabilities, costs, expenses and damages which are determined to be the enforceable obligations of the Association; provided that such unit owner shall be liable to the Association for his or her percentage share of such common expenses.

Section 23: Indemnification: In the event the Association is, for any reason, found liable for any damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a unit owner or from any other act or omission of an owner in the management, operation, use or maintenance of his unit which violates the Act, this Declaration or the other Condominium Documents, or any applicable laws, ordinances or regulations, such unit owner shall indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including reasonable attorney's fees incurred by the Association, except to the extent that such loss, liability, costs or

expenses are covered by insurance maintained by the Association or arise from good faith acts or omissions of such unit owner as an officer or director of the Association.

The members of the Board and the officers of the Association, as well as the Members of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to other arising out of contracts made by such members or officers on behalf of the Unit Owners, the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners and the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and/or Board and officers or arising out of the aforesaid indemnity shall be limited to the percentage interest of such Unit Owner. Each agreement made by such members of the Board or officers or by the managing agent on behalf of the Unit Owners, the Association shall be executed by such members of the Board or the Association.

Section 24: Notices:

24.1 Notice to Mortgagee: Notices to a mortgagee or other encumbrancer shall be deemed to have been duly given at the time of delivery or seventy-two (72) hours after mailing within the State of

Wisconsin by registered or certified mail addressed to the business office specified in the records of the Association, regardless of actual receipt.

24.2 Notice to Association: Notices to the Association shall be deemed to have been duly given at the time of delivery to the Association's manager, if any, or seventy-two (72) hours after mailing within the State of Wisconsin by registered or certified mail to the President or Secretary of the Association, regardless of actual receipt.

24.3 Notice to Unit Owner: Notices due a unit owner shall be deemed to have been duly given, regardless of actual receipt, at the time of delivery to the unit (by posting on door or otherwise) or seventy-two (72) hours after mailing by first class or certified mail to the unit owner or designee.

Section 25: Waiver of Damages: The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, occupant, the Board, the Association, the Board or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused.

The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, the Board, the Association, the Board, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the condominium property, or by reason of the failure to function, or disrepair of, any utility services.

Section 26. Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then any such provision shall continue only until twenty (20) years after the death of the last survivor of the now-living lawful descendants of the President of the United States of America holding office on the date of this Declaration.

Section 27: Captions: The captions and section headings herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

Section 28: Severability: The invalidity or unenforceability of any term, condition or provision of this Declaration, or of any of the

other Condominium Documents, shall in no way affect the validity or enforceability of any other term, condition or provision of this Declaration or of the other Condominium Documents, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Condominium is executed by the Declarant this 28th day of May, 2004.

Subscribed and sworn to before me this 28th day of ~~May~~^{October}, 2004.

Elin E. Ward

DECLARANT:

W.M. DEVELOPMENT, INC.

By: Wade T. Micoley
Wade T. Micoley, President

Notary Public, Brown County, WI
My commission: 8-3-2008

This instrument was drafted by:
Atty. Frank W. Kowalkowski
HANAWAY ROSS, SC
345 S. Jefferson Street
Green Bay, WI 54301-4522
(920) 432-3381
#1018119

FIRST AMENDMENT TO CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SHADOW RIDGE CONDOMINIUMS

Document Number

Document Title

2218942

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
10/06/2005 03:34:03PM

REC FEE: 27.00
TRANS FEE:
EXEMPT #
PAGES: 9

Recording Area

9

Name and Return Address

Attorney Christopher J. Pahl
Metzler, Timm, Treleven & Hermes, S.C.
222 Cherry Street
Green Bay, WI 54301-4223

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 clause, 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, 59.43(2m). WRDA HB Rev. 1/8/2004

FIRST AMENDMENT TO CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SHADOW RIDGE CONDOMINIUMS

THIS FIRST AMENDMENT (this "Amendment") is executed as of this 6th day of September, 2005, by WM Development LLC (the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Shadow Ridge Condominiums recorded with the Brown County Register of Deeds as Document No. 2153838 (the "Declaration"); and

WHEREAS, the Condominium Plat of Shadow Ridge Condominiums has been recorded with the Brown County Register of Deeds as Document No. 2153837 (the "Plat"); and

WHEREAS, Declarant desires to amend the Declaration, including but not limited to modifying the total number of units to be constructed and included in Shadow Ridge Condominiums (the "Condominium"), correcting the legal name of the Declarant, and correcting the address of the Condominium as indicated in the Declaration; and

WHEREAS, in accordance with Section 21.1 of the Declaration, the written consent of the owners of at least seventy-five percent (75%) of the units has been obtained with respect to the Amendment.

NOW, THEREFORE, Declarant does hereby declare as follows:

1. Name of Declarant. The introductory paragraph of the Declaration shall be deleted in its entirety and replaced with the following:

This Declaration is made pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (hereinafter referred to as "the Act") this 28th day of May, 2004, by WM Development LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant."

2. Name and Address of Condominium. The second sentence of Section 3, Name and Address of Condominium, of the Declaration, shall be deleted in its entirety and replaced with the following:

The condominium is located approximately one-fourth (1/4) mile west of the intersection of Shadow Ridge Way and County Highway EE in the Town of Lawrence, Brown County, Wisconsin.

3. Description of Buildings. The second sentence of Section 4.1, Description and Location of Buildings, of the Declaration, shall be deleted in its entirety and replaced with the following:

Said buildings shall contain a total of sixty-four (64) units.

4. Number of Units. Section 5.1, Number, of the Declaration, shall be deleted in its entirety and replaced with the following:

5.1 Number. There shall be sixty-four (64) condominium units in Shadow Ridge Condominiums.

5. Percentage Ownership of Common Elements. The second paragraph of Section 8, Percentage of Ownership of Common Elements, of the Declaration, shall be deleted in its entirety and replaced with the following:

The percentage of such undivided interest in the common elements and limited common elements appertaining to each unit and its owner shall be, fractionally, one sixty-fourth (1/64) each. However, if the total number of units upon completion of the development of the Condominium does not equal sixty-four (64), the formula for determining each member's ownership interest in the common elements shall be as follows: the numerator shall be the number of units owned by the member and the denominator shall be the total number of units to be constructed, as set forth in the Declaration and the Plat, as amended from time to time.

6. Vote Needed Not to Rebuild, Repair or Restore. Section 15.1, Vote Needed Not To Build, Repair or Restore, of the Declaration, shall be deleted in its entirety and replaced with the following:

15.1 Vote Needed Not to Rebuild, Repair or Restore. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed

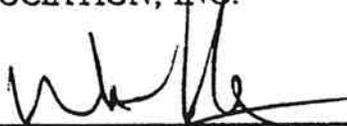
CERTIFICATION

The undersigned, being the current President and Secretary of the Shadow Ridge Condominium Association, Inc., do hereby certify the foregoing Amendment in accordance with Section 21.1 of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Shadow Ridge Condominiums.

Dated this 6th day of September, 2005.

SHADOW RIDGE CONDOMINIUM
ASSOCIATION, INC.

By:


Wade T. Meeley, President

By:


Tomi Nelson, Secretary

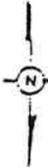
THIS DOCUMENT DRAFTED BY
AND SHOULD BE RETURNED TO:

Attorney Christopher J. Pahl
Metzler, Timm, Treleven & Hermes, S.C.
222 Cherry Street
Green Bay, WI 54301-4223

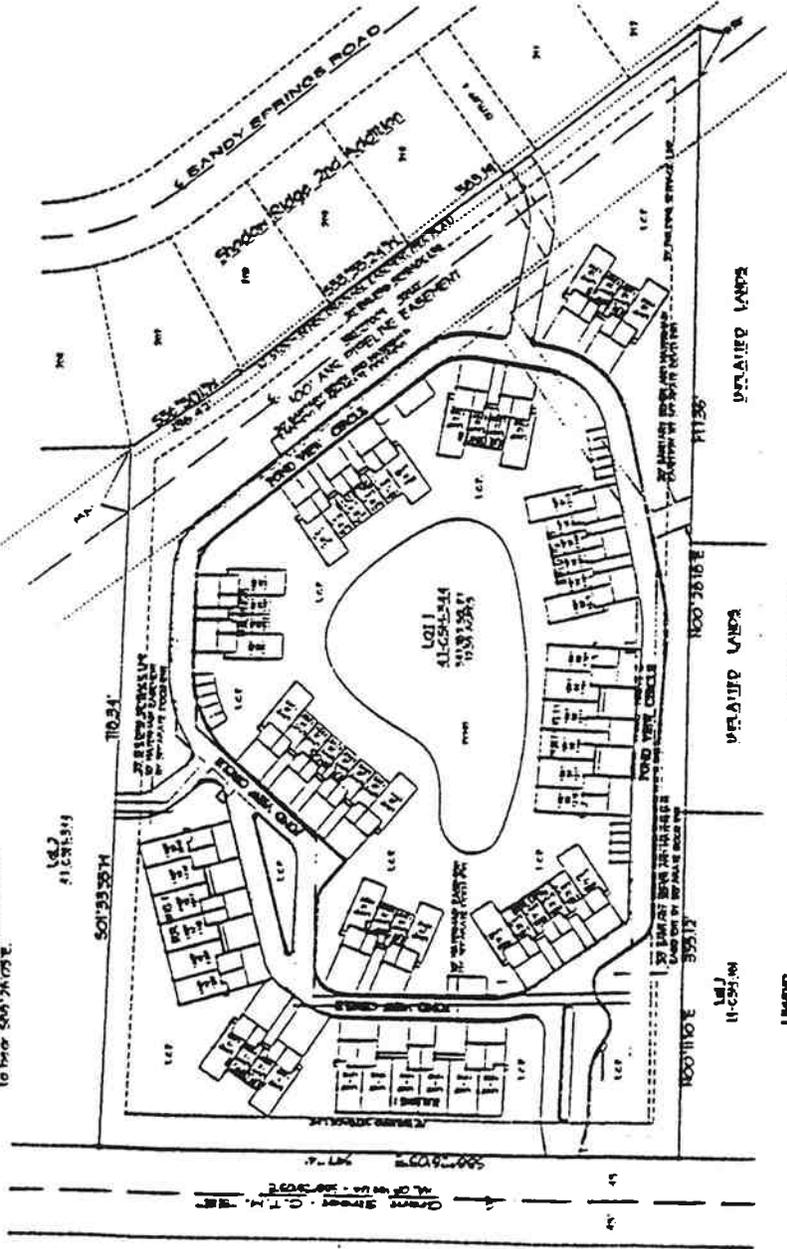
SHADOW RIDGE CONDOMINIUMS

ATTENDING 1 TO

LOT 1011, AS SHOWN ON PLAT NO. 2074, AS CORRECTED NO. 2090831
 SHADOW RIDGE CONDOMINIUMS, BEING A PART OF LOT 1011,
 SHADOW RIDGE, LOCATED IN THE UNINCORPORATED TOWNSHIP OF
 THE NORTHWEST 1/4, SECTION 30, T129N R02E



References are referenced in the
 North 1/4 of the Northwest 1/4,
 Section 30, T129N R02E, recorded
 to book 50017A 072.



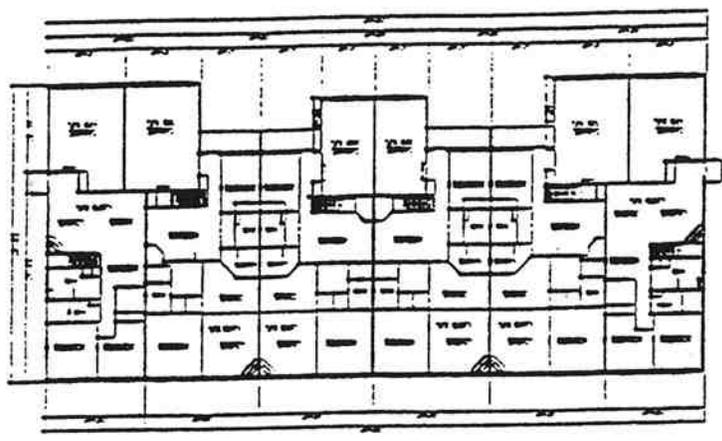
SITE PLAN
 SCALE: 1" = 100'

- LEGEND**
- 1" = 100' SCALE
 - 2" = 100' SCALE
 - 1" = 500' SCALE

NOTES:
 1. Ownership of each unit, the interior walls, floor and ceiling, shall be the responsibility of the owner. The owner shall be responsible for the support of the roof, floor and ceiling, and shall be responsible for the interior walls, doors and other frames of the unit.
 Refer to the Condominium Declaration for further clarification.

REVISOR'S CERTIFICATE
 I hereby certify that this plan is a correct representation
 of the Condominium described in the declaration for
 SHADOW RIDGE CONDOMINIUMS.

 REVISOR'S NAME (PLS. PRINT) DATE



FLOOR PLAN
6-UNIT RANCH
 SCALE: 1" = 11'

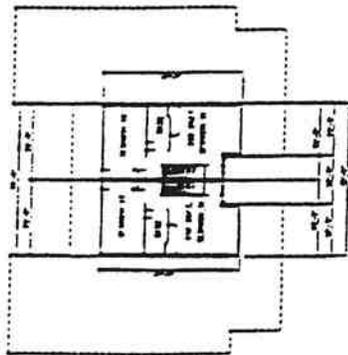
HARRIS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 AND LAND SURVEYORS

2110 North Spring St.
 No. 1700 333-8377
 P.O. Box 1222-1221
 www.harrisinc.net

SHADOW RIDGE CONDOMINIUMS

ADDRESS: 1170

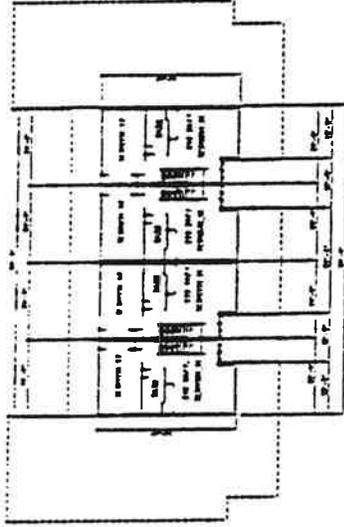
PERMITTED BY ORDINANCE NO. 2004, AN ORDINANCE NO. 200031
 LOT 101, CERTAIN INTERESTS THAT RECORDED IN VOLUME 411 PAGE 545, BEING A PART OF LOT 101 OF A1,
 SHADON PHASE 1 PLANNED BY THE HORTLEIGH UT OF THE HORTLEIGH UT, SECTION 30, T24N, R20E,
 TOWN OF CLATSOP, WASHINGTON COUNTY, OREGON.



4-UNIT FLOOR PLAN

4-UNIT

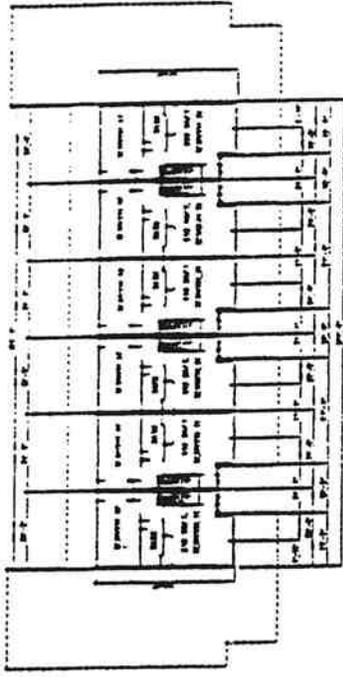
1170 SHADON PHASE 1, T24N, R20E, S30E



6-UNIT FLOOR PLAN

6-UNIT

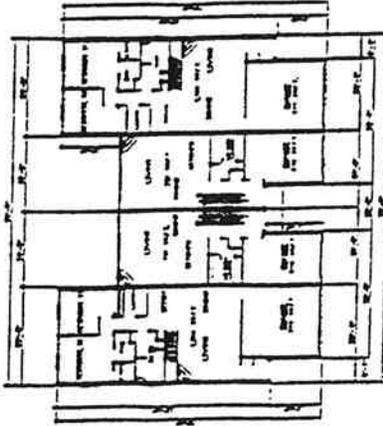
1170 SHADON PHASE 1, T24N, R20E, S30E



8-UNIT FLOOR PLAN

8-UNIT

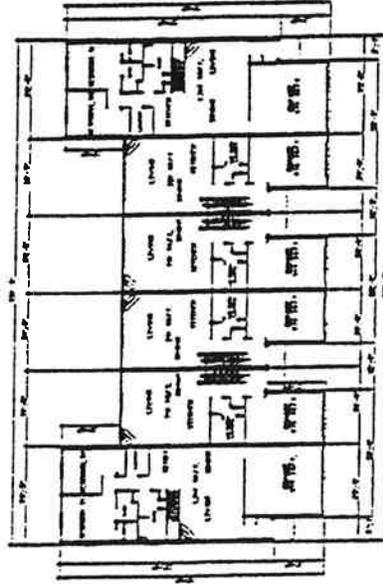
1170 SHADON PHASE 1, T24N, R20E, S30E



4-UNIT FLOOR PLAN

4-UNIT

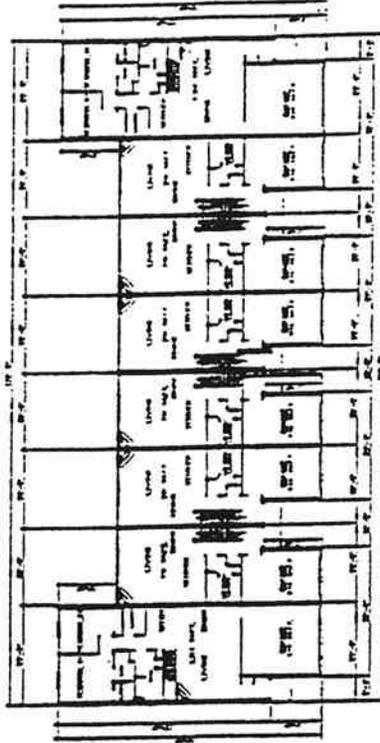
1170 SHADON PHASE 1, T24N, R20E, S30E



6-UNIT FLOOR PLAN

6-UNIT

1170 SHADON PHASE 1, T24N, R20E, S30E



8-UNIT FLOOR PLAN

8-UNIT

1170 SHADON PHASE 1, T24N, R20E, S30E



HARRIS & ASSOCIATES, INC.
 COMMERCIAL ARCHITECTS
 AND LEAD DESIGNERS

1170 SHADON PHASE 1, T24N, R20E, S30E
 TEL: (503) 733-8377
 FAX: (503) 733-1221
 www.harrisinc.com

Legal Description:

Lot One (1), Vol. 47 Certified Survey Maps, Page 344, Map No. 7063; said map being all of Lot One (1) in Vol. 12 Certified Survey Maps, Page 299 and part of Lot One (1), according to the recorded Plat of Shadow Ridge, being located in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), Section Thirty (30), Township Twenty-Three (23) North, Range Twenty (20) East, in the Town of Lawrence, Brown County, Wisconsin.

Document Number

SECOND AMENDMENT TO CONDOMINIUM
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SHADOW
RIDGE CONDOMINIUMS

Document Title

2250262

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
04/13/2006 08:32:45AM

REC FEE: 31.00
TRANS FEE:
EXEMPT #
PAGES: 11

Recording Area

Name and Return Address

Attorney Christopher J. Pahl
Metzler, Timm, Treleven & Hermes, S.C.
222 Cherry Street
Green Bay, WI 54301-4223

Parcel Identification Number (PIN)

“THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE”

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

SECOND AMENDMENT TO CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SHADOW RIDGE CONDOMINIUMS

THIS SECOND AMENDMENT (this "Amendment") is executed as of this 7th day of April, 2006, by WM Development LLC (the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed a certain Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Shadow Ridge Condominiums recorded with the Brown County Register of Deeds as Document No. 2153838, which declaration has been amended by a First Amendment to Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Shadow Ridge Condominiums, recorded with the Brown County Register of Deeds as Document No. 2218942 (said declaration, as modified by said first amendment, is referred to herein as the "Declaration"); and

WHEREAS, the Condominium Plat of Shadow Ridge Condominiums has been recorded with the Brown County Register of Deeds as Document No. 2153837, which plat has been modified by Addendum No. 1 to the Plat of Shadow Ridge Condominiums recorded with the Brown County Register of Deeds as Document No. 2218941 (said plat, as modified by said addendum, is referred to herein as the "Plat"); and

WHEREAS, Declarant desires to amend the Declaration to modify the total number of units to be constructed and included in Shadow Ridge Condominiums (the "Condominium"), to restrict the attachment of satellite dishes to the Condominium buildings, and to restrict the installation of storm doors; and

WHEREAS, in accordance with Section 21.1 of the Declaration, the written consent of the owners of at least seventy-five percent (75%) of the units has been obtained with respect to the Amendment.

NOW, THEREFORE, Declarant does hereby declare as follows:

1. Description of Buildings. The second sentence of Section 4.1, Description and Location of Buildings, of the Declaration, shall be deleted in its entirety and replaced with the following:

Said buildings shall contain a total of sixty (60) units.

2. Number of Units. Section 5.1, Number, of the Declaration, shall be deleted in its entirety and replaced with the following:

5.1 Number. There shall be sixty (60) condominium units in Shadow Ridge Condominiums.

3. Description of Common Elements. The first paragraph of Section 6, Description of Common Elements, of the Declaration, shall be deleted in its entirety and replaced with the following.

The common elements shall consist of all Shadow Ridge Condominiums' improvements and appurtenances, except the individual units as defined herein, including, without limitation: the land on which the buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of the unit), roofs, foundations, hallways, lobbies, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, parts of buildings, girders, beams and supports, structural sidewalks, access drives, parking spaces, landscaping, and satellite dishes installed on each of the buildings.

4. Percentage Ownership of Common Elements. The second paragraph of Section 8, Percentage of Ownership of Common Elements, of the Declaration, shall be deleted in its entirety and replaced with the following:

The percentage of such undivided interest in the common elements and limited common elements appertaining to each unit and its owner shall be, fractionally, one sixtieth (1/60) each. However, if the total number of units upon completion of the development of the Condominium does not equal sixty (60), the formula for determining each member's ownership interest in the common elements shall be as follows: the numerator shall be the number of units owned by the member and the denominator shall be the total number of units to be constructed, as set forth in the Declaration and the Plat, as amended from time to time.

5. Prohibition Against Structural Changes by Owner. Section 12.3, Prohibition Against Structural Changes by Owner, of the Declaration, shall be deleted in its entirety and replaced with the following:

A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to their unit, or in or to the exterior of any building or any common or limited common elements. A unit owner shall not perform, or allow to be performed,

any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement granted herein, without the prior written consent of the Association. To the extent this restriction is permitted by applicable law, a unit owner may not cause or permit anything to be placed on the outside walls of any building, and no awning, canopy, shutter, radio or television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of a building, or any part thereof, without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association.

6. Storm Doors. The following Section 12.5, Storm Doors, shall be inserted in the Declaration:

12.5 Storm Doors. Notwithstanding the provisions of Section 12.3 above, unit owners may install a storm door on the exterior of the front entrance door to the unit owner's unit. Any and all costs associated with such storm door and the installation and maintenance of such storm door shall be the sole responsibility of the unit owner. Such storm door shall be a full glass storm door, the frame of which shall be composed of extruded aluminum or similar material and shall be one color, which shall be the same color as the soffit flash trim of the building in which the unit is located.

7. Satellite Dishes. The following Section 12.6, Satellite Dishes, shall be inserted in the Declaration:

12.6 Satellite Dishes. Notwithstanding the provisions of Section 12.3 above, the Declarant and the Association reserve the right to install a satellite dish on the roof of each building for use by the unit owners of the units included in such building, in accordance with the then current applicable Rules and Regulations.

8. Addendum No. 2 to Condominium Plat. Contemporaneously herewith, Declarant is recording Shadow Ridge Condominium Plat-Addendum No. 2, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

9. Revised Exhibit to Declaration. Exhibit "B" to the Declaration, referenced in Section 4.1, Description and Location of Buildings, of the Declaration, is hereby replaced in its entirety with Exhibit "A" attached hereto and incorporated herein by reference.

10. Full Force and Effect. Except as set forth herein, all other terms of the Declaration shall remain in full force and effect, unaffected by the amendments herein.

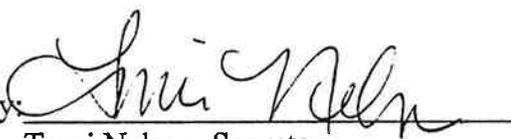
CERTIFICATION

The undersigned, being the current President and Secretary of the Shadow Ridge Condominium Association, Inc., do hereby certify the foregoing Amendment in accordance with Section 21.1 of the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Shadow Ridge Condominiums.

Dated this 7th day of April, 2006.

SHADOW RIDGE CONDOMINIUM
ASSOCIATION, INC.

By: 
Wade T. Micoley, President

By: 
Tomi Nelson, Secretary

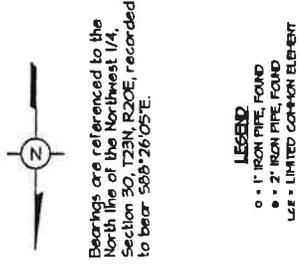
THIS DOCUMENT DRAFTED BY
AND SHOULD BE RETURNED TO:
Attorney Christopher J. Pahl
Metzler, Timm, Treleven & Hermes, S.C.
222 Cherry Street
Green Bay, WI 54301-4223

Exhibit "A"

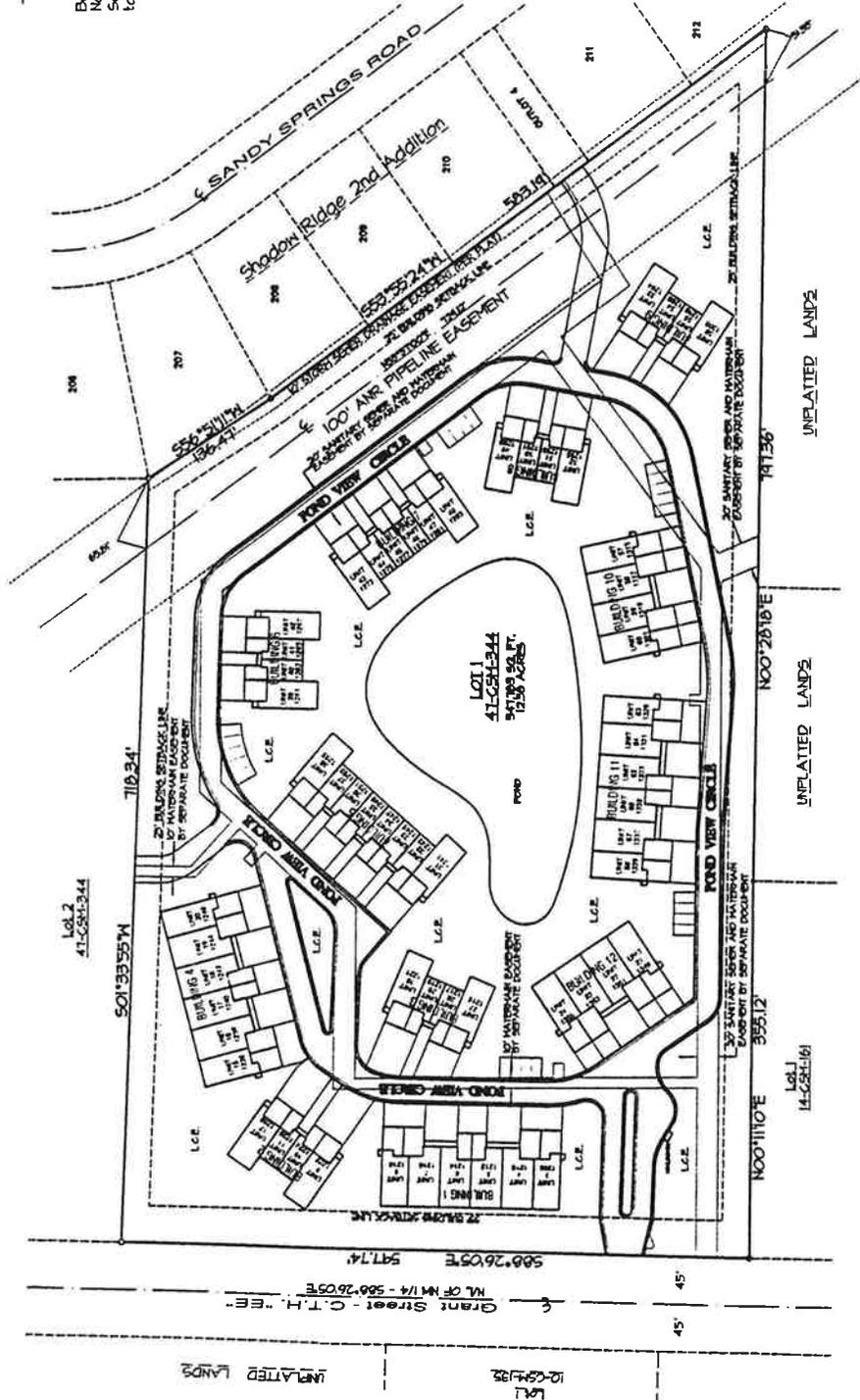
SHADOW RIDGE CONDOMINIUMS

ADDENDUM NO. 2 TO:

RECORDED ON OCTOBER 26, 2004, AS DOCUMENT NO. 2059837
 LOT ONE (1), CERTIFIED SURVEY MAP RECORDED IN VOLUME 41, PAGE 344, BEING A PART OF LOT ONE (1),
 SHADOW RIDGE, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 30, T23N, R20E,
 TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



Bearings are referenced to the North line of the Northwest 1/4, Section 30, T23N, R20E, recorded to bear 500°26'05"E.



SITE PLAN
SCALE: 1" = 100'

NOTES:

For Ownership of each unit, the square footage is compiled to the exterior surfaces of the walls, floors and ceilings which support the roof, and the exterior surfaces of all windows, window frames, doors and door frames of the unit.

Refer to the Condominium Declaration for further clarification.

SURVEYOR'S CERTIFICATE

I hereby certify that this Plat is a correct representation of the Condominium described in the declaration for SHADOW RIDGE CONDOMINIUMS.

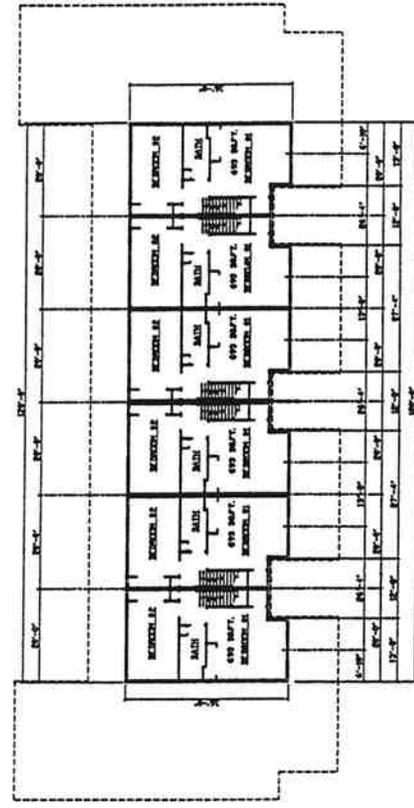
Thomas H. Reed RL 5-16837 DATE _____

HARRIS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 AND LAND SURVEYORS
 2718 NORTH MEADE ST.
 APPLETON, WI 54911
 TEL: (920) 733-8377
 FAX: (920) 733-4731
 www.harrisinc.net

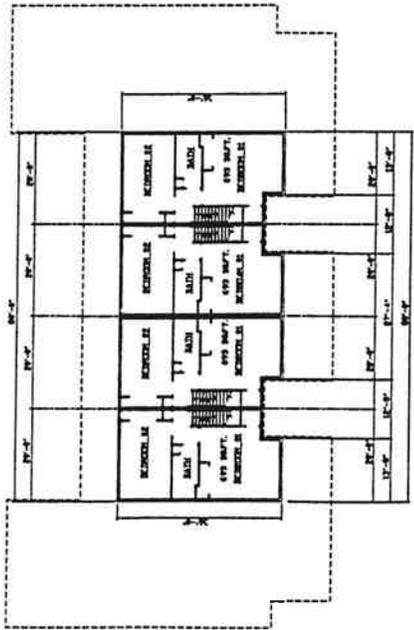
SHADOW RIDGE CONDOMINIUMS

APPENDIX NO. 2 TO:

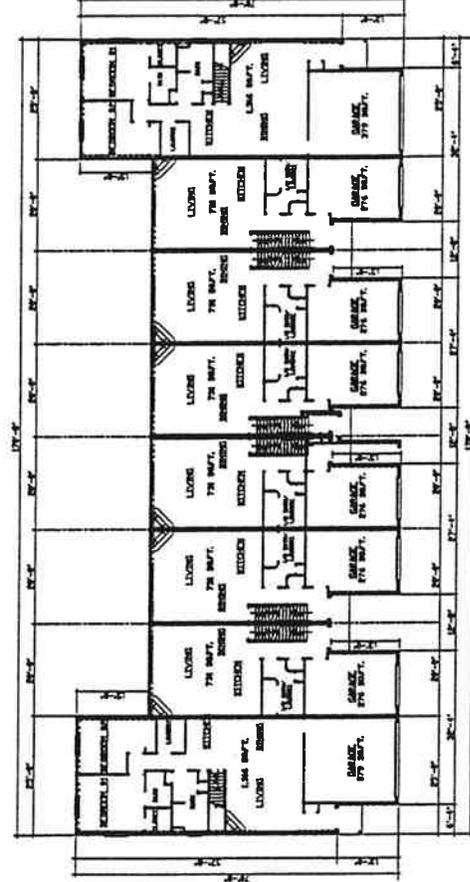
RECORDED ON OCTOBER 28, 2004, AS DOCUMENT NO. 2192821
 LOT ONE (1), CERTIFIED SURVEY MAP RECORDED IN VOLUME 41, PAGE 344, BEING A PART OF LOT ONE (1),
 "SHADOW RIDGE", LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 30, T22N, R20E,
 TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



SECOND FLOOR PLAN

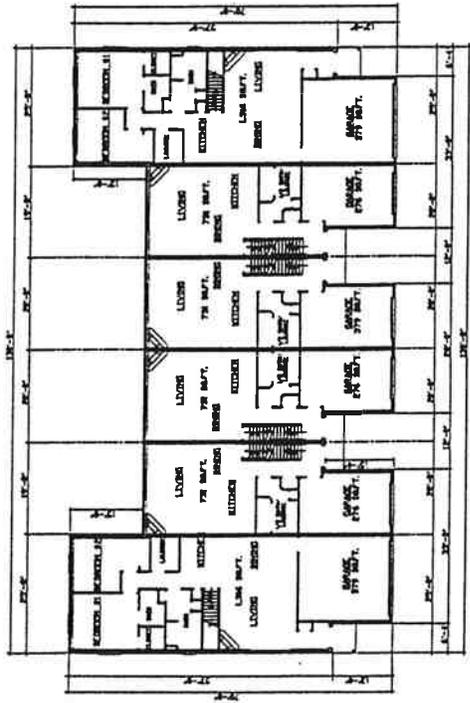


SECOND FLOOR PLAN



FIRST FLOOR PLAN

8-UNIT
BUILDING 5



FIRST FLOOR PLAN

6-UNIT
BUILDING 7



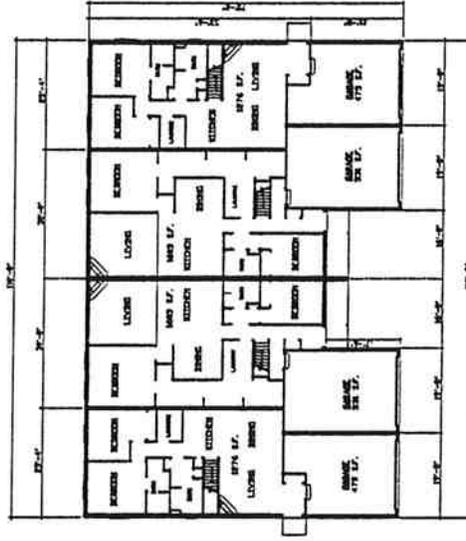
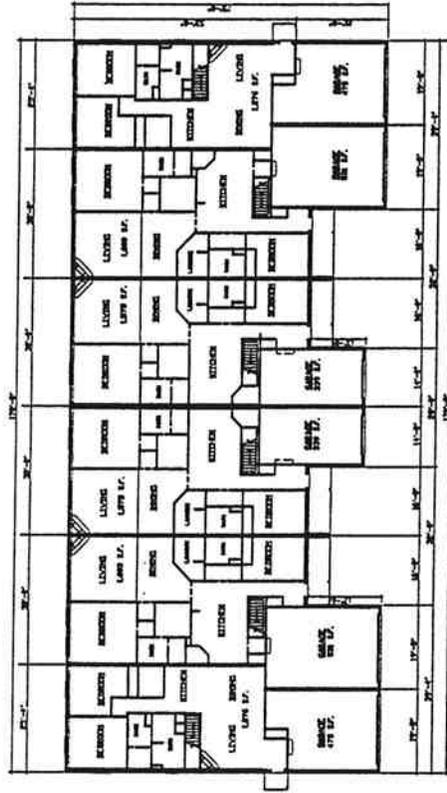
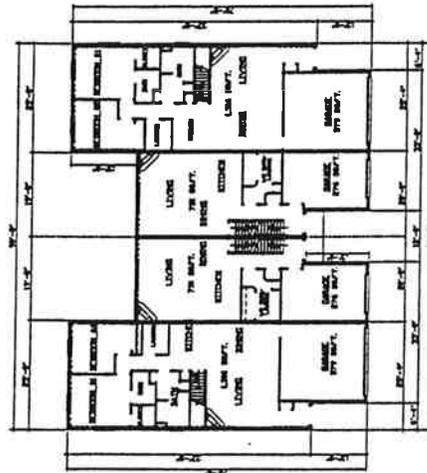
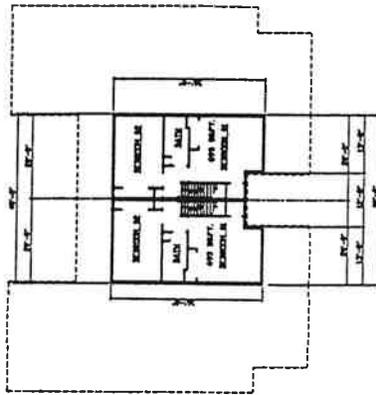
2718 NORTH MEADE ST.
 APPLETON, WI 54911
 TEL: (920) 733-8377
 FAX: (920) 733-4731
 www.harrisinc.net

Thomas H. Hood R.L.S.-1881 _____ DATE

SHADOW RIDGE CONDOMINIUMS

ADDENDUM NO. 2 TO

RECORDED ON OCTOBER 20, 2004, AS DOCUMENT NO. 2153031
 LOT ONE (1), CERTIFIED SURVEY MAP RECORDED IN VOLUME 41, PAGE 844, BEING A PART OF LOT ONE (1),
 "SHADOW RIDGE", LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 50, T23N, R02E,
 TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



FIRST FLOOR PLAN

4-UNIT

BUILDINGS 2, 3, 6, 8 & 9

HARRIS & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 AND LAND SURVEYORS

2718 NORTH WISSE ST.
 MADISON, WISCONSIN 53705
 TEL: (608) 233-4377
 FAX: (608) 233-4771
 www.harrisinc.net

Thomas H. Hood R.L.S.-1887 DATE _____

Legal Description:

Lot One (1), Vol. 47 Certified Survey Maps, Page 344, Map No. 7063; said map being all of Lot One (1) in Vol. 12 Certified Survey Maps, Page 299 and part of Lot One (1), according to the recorded Plat of Shadow Ridge, being located in the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$), Section Thirty (30), Township Twenty-Three (23) North, Range Twenty (20) East, in the Town of Lawrence, Brown County, Wisconsin.