

DISCLOSURE MATERIALS  
FOR  
BRIDGEWOOD CONDOMINIUM

Neenah, Wisconsin

Declarant:

**Bridgewood Condo, LLC**  
12760 West North Avenue  
Brookfield, Wisconsin 53005-4628

Declarant's Agent:

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NOTICE

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.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

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.

## INDEX

The Disclosure Materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the Units and the common areas. The Declaration begins on page one (1).
2. FLOOR PLAN AND MAP. The Declarant 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 legal descriptions for declared, survey map, building unit identification, and floor plans begin on page twenty-four (24).
3. BYLAWS. The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of Unit owners. The Bylaws begin on page thirty-three (33).
4. 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 forty-six (46).
5. ANNUAL OPERATING BUDGET. The Association incurs expense 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 fifty (50).
6. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are presently no such contracts.
7. SIGNIFICANT REGULATIONS. Certain regulations governing the payment of assessments have been adopted by the Association. Copies of such regulations are attached and begin on page fifty-two (52).

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DECLARATION OF CONDOMINIUM  
OF  
BRIDGEWOOD CONDOMINIUM

THIS DECLARATION is made and entered into by Bridgewood Condo, LLC (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon six (6) residential two-family buildings (the "Buildings") containing a total of twelve (12) residential dwelling units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "Bridgewood Condominium." The address of the Condominium is as set forth on attached Exhibit C.

This Declaration contemplates an "Expandable" condominium which may include twenty-seven (27) additional residential single-family buildings containing not more than an additional fifty-four (54) residential dwelling units.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

## ARTICLE I

### DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Twelve (12) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

## ARTICLE II

### DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Buildings and other improvements located or to be located on the Property are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Buildings located or to be located on the Property and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for utilities. Driveway maintenance, trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium.

### ARTICLE III

#### DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

### ARTICLE IV

#### DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside stoop, covered entry, deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit, and driveway immediately adjacent and appurtenant to the garage door to each Unit.

### ARTICLE V

#### PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/12th undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to the Common Elements shall be shared equally among the owners of the Units for which the City of Neenah has issued an occupancy permit.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years.

### ARTICLE VI

#### ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as Bridgewood of Neenah Condominium Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt Bylaws and Rules and Regulations in furtherance thereof.



2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the Bylaws.

3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty-three and one-third percent (33⅓%) of the Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the Bylaws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable.

8. Approvals. The Association, acting through the Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply one or more of the following criteria in considering any proposal and/or may apply any additional criteria as the Board of Directors deems prudent: (i) matters of access and convenience to other Units; (ii) requiring the written agreement of the owner of the Unit making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring the owner of the Unit to agree, in writing, to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board of Directors may, at its discretion, impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (i) indicates in writing or (ii) fails to respond within 60 days following the Unit Owner's written submission of a proposal unless prior to the expiration of such



period, additional information is requested of the owner by the Board of Directors or the Board of Directors issues its written refusal.

## ARTICLE VII

### MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, deck or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

All outside decks and patios shall be maintained, repaired, or, if necessary, reconstructed, by the owner of the Unit to which it is appurtenant. All costs and expenses of such maintenance, repairs and reconstruction shall be at the sole expense of the Unit Owner to which such Limited Common Element is appurtenant. All plans for such repairs, maintenance or reconstruction, including painting or staining, shall be first submitted to the Association in the manner described in Article VI, Section 8. The Association shall have the right to restrict colors and materials used.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

4. Decorations; Signs; Patios, Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

## ARTICLE VIII

### ASSESSMENTS

1. Liability: Late Payments. The Bylaws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which has been issued an occupancy permit by the City of Neenah but is unsold at the end of sixty (60) days from the date of the issuance of the occupancy permit.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable for each Unit on the date an occupancy permit is issued for the Unit by the City of Neenah; provided the monthly installment shall be prorated on a daily basis.

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### ARTICLE IX RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. All other leases shall be for terms of not less than six months. Each occupant of a Unit shall comply with all provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association, and such rules and regulations as may be adopted by the Board of Directors pursuant to this Declaration or the Bylaws and each lease shall provide that a breach of any of the foregoing shall be deemed a default under the lease. Notwithstanding the foregoing, the Unit owner shall be responsible to the Association and each other Unit owner for any breach of any provision of this Declaration, the Articles of Incorporation, Bylaws, or any rules or regulations caused by an occupant of such owner's Unit and the Association need deal only with the owner and shall not be obligated to address any breach with the offending occupant. Individual rooms in dwelling units contained within a Unit shall not be rented and no transient tenants shall be accommodated.

3. Pets. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium, except that dogs, cats or other small household pets (such as fish, canaries, or parakeets) may be kept in a manner which will not disturb the high type and quality of life and the environment of the Condominium and the Property, provided that no animal

shall be kept, bred, or maintained for any commercial purposes. No more than two dogs may be housed, kept, or maintained within any Unit. No pet shall be permitted which causes an unreasonable disturbance. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and within the presence and control of a person at all times while outdoors. It is not permissible to simply leave a pet unattended on a leash while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. Any and all costs of repairing damage caused by a pet shall be borne by the owner of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Common Elements or Limited Common Elements. No more than one licensed automobile shall be parked overnight in a driveway appurtenant to a Unit on a regular basis. No vans (other than mini-vans) or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association. No playground equipment or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rule or regulation.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

6. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.



8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the Bylaws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

12. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the

Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

a. Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

b. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

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#### ARTICLE X

#### RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the

“Partition Proceeds”) shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units}} = \text{Percentage undivided interest in Partition Proceeds}$$

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

b. If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the Damaged Premises}} = \text{Percentage of undivided interest in the deficiency}$$

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owner of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or Unit Owners (other than the Declarant) of the Units have given their written approval not to reconstruct and repair the Damaged Premises. If such approval is given within ninety days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (2001-2002), as the same may be amended from time to time.



## ARTICLE XI

### INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgage clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars (\$1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such

waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

## ARTICLE XII

### RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or

master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

## ARTICLE XIII

### EXPANSION OF CONDOMINIUM

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1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit E appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional Fifty-four (54) Units. Such Units shall be located within the general areas indicated therefor on Exhibit E hereto. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Winnebago County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion. Exhibit E hereto and the condominium plat show only the outline of the Expansion Real Estate. Each time that Declarant desires to subject any portion of the Expansion Real Estate to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate being so subjected, in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing such expansion Buildings. This easement shall expire at such time as Declarant's rights under this Article XIII shall expire.

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#### ARTICLE XIV

#### RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

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## ARTICLE XV AMENDMENT OF DECLARATION

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Procedure. Except for the Declarant's right to amend this Declaration in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, Bylaws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens or the priority of assessment liens;



- c. Reserves for maintenance, repair and replacement of the Common Elements;
- d. Insurance or fidelity bonds;
- e. Responsibility for maintenance and repair;
- f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- g. Redefinition of any Unit boundaries;
- h. Reallocation of interests in the General or Limited Common Elements or rights to their use;
- i. Convertibility of Units into Common Elements or of Common Elements into Units;
- j. Leasing of Units;
- k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;
- l. A decision by the Association to establish self-management of the Condominium;
- m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

## ARTICLE XVI

### REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the Bylaws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

## ARTICLE XVII

### SERVICE OF PROCESS

Service of process shall be made on Timothy J. Smits, 12760 West North Avenue, Brookfield, Wisconsin 53005-4628 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

## ARTICLE XVIII

### RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs upon prior request and at times convenient for the owner or occupant thereof provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

## ARTICLE XIX

### DISCLAIMER

Microorganisms, including, but not limited to, mold, mildew, spores, any other form of fungi, bacteria, viruses and any toxins or irritants secreted by any of them (Microorganisms") occur naturally in the environment and may be present, during or after construction, in the indoor air of the Buildings and on its interior and exterior surfaces including, without limitation, wall cavities, attics, windows, basements, and/or ceilings, or any part of them. Moisture can result from cooking, showering, or similar activities, can be contributed to from the outside atmosphere, and/or may arise or be exacerbated from the design, construction means and methods, and/or type of building materials used in construction of the Buildings. This moisture may cause or increase the presence, growth, release, discharge or dispersal of Microorganisms that, if sufficiently concentrated, may cause



deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, but without limitation, skin irritation, respiratory problems and/or allergic reactions. Microorganisms occur naturally in the environment, and Declarant cannot eliminate the possibility that Microorganisms may grow in, on or about the Buildings. Likewise, concentrations of radon or chemical compounds released from soil, household furnishings, personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Unit Owners and occupants may minimize these effects by proper use and maintenance of heating, cooling, dehumidification and ventilation equipment, regular interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking.

EACH UNIT OWNER ACKNOWLEDGES THAT UNIT OWNER HAS BEEN INFORMED OF THE ABOVE EFFECTS OF MICROORGANISMS, MOISTURE, RADON AND CHEMICAL COMPOUNDS. EACH UNIT OWNER HEREBY ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, AND/OR DESTRUCTION OF OR INJURY TO PROPERTY, REAL OR PERSONAL, THAT MAY ARISE AS A RESULT OF, OR IS IN ANY WAY CONNECTED WITH, THE INDOOR AIR QUALITY OF THE BUILDINGS OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICAL COMPOUNDS IN, ON OR ABOUT THE INTERIOR OR EXTERIOR OF THE BUILDINGS.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH UNIT OWNER ASSUMES ALL RISKS OF DAMAGE OR INJURY, INCLUDING, BUT NOT LIMITED TO, (1) BODILY INJURY, SICKNESS, EMOTIONAL DISTRESS, DISEASE, DEATH, OR ANY OTHER PERSONAL INJURY OR ADVERSE HEALTH EFFECTS OR (2) INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL OR REAL PROPERTY, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND LOSS OF USE THEREOF, WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH SUCH CONSTRUCTION METHOD AND HEREBY FULLY, FINALLY AND FOREVER RELEASES AND DISCHARGES DECLARANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES AND EXPENSES AND DAMAGES THEREFROM WHATSOEVER, WHETHER NOW KNOWN OR HEREAFTER KNOWN, WHICH A UNIT OWNER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST DECLARANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS REGARDING THE MATTER REFERRED TO IN THIS ARTICLE. DECLARANT MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, FITNESS OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION METHODS.

## ARTICLE XX

### CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, 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.
2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.
3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be

deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own Thirty-eight (38) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

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BRIDGEWOOD CONDO, LLC

By: Timothy J. Smits  
Timothy J. Smits, Member

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF WAUKESHA )

Personally came before me this 1<sup>st</sup> day of October, 2003, the above-named Timothy J. Smits to me Notary Public the person who executed the foregoing instrument and acknowledge the same.



Karen A. Kurzynski  
Notary Public, Waukesha County, WI  
My commission expires: 9-25-07

This instrument was drawn by  
Attorney Richard R. Kobriger  
Cramer, Multhaupt & Hammes, LLP  
Post Office Box 558  
Waukesha, WI 53187

## EXHIBIT A

### LEGAL DESCRIPTION PHASE 1:

Part of Lot 1 of Certified Survey Map No. 5122, being part of the Northwest 1/4 and part of the Southwest 1/4, of the Northwest 1/4 of Section 33, Town 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, described as follows:

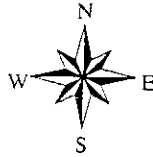
Beginning at the northwest corner of said Lot 1; thence North 71 degrees 05 minutes 12 seconds East, along the southerly right of way line of Cameron Way, 56.20 feet; thence along the southerly right of way line of Cameron Boulevard, 211.92 feet along the arc of a curve to the left, having a radius of 248.00 feet and a chord of 205.53 feet which bears South 49 degrees 37 minutes 54 seconds East; thence along the westerly right of way line of Cameron Circle, 32.14 feet along the arc of a curve to the right, having a radius of 25.00 feet and a chord of 29.97 feet which bears South 37 degrees 17 minutes 03.5 seconds East; thence South 00 degrees 27 minutes 26 seconds East, along said westerly line, 88.53 feet to point "A"; thence North 78 degrees 05 minutes 40 seconds West, 77.63 feet; thence South 89 degrees 32 minutes 33 seconds West, 36.17 feet; thence North 00 degrees 27 minutes 26 seconds West, along the westerly line of said Lot 1, a distance of 98.13 feet; thence North 27 degrees 21 minutes 48 seconds West, continuing along said westerly line, 64.83 feet; thence North 56 degrees 58 minutes 37 seconds West, continuing along said westerly line, 102.46 feet to the point of beginning, containing 16,851 square feet (0.387 acres).

And also, commencing at point "A", thence North 48 degrees 41 minutes 50 seconds East, 66.10 feet to the point of beginning; thence North 00 degrees 27 minutes 26 seconds West, along the easterly right of way line of Cameron Circle, 82.24 feet; thence continuing along said easterly line, 43.70 feet along the arc of a curve to the right, having a radius of 35.00 feet and a chord of 40.92 feet which bears North 33 degrees 13 minutes 13 seconds East; thence North 71 degrees 05 minutes 12 seconds East, along the southerly right of way line of Cameron Circle, 85.58 feet; thence continuing along said southerly line 49.77 feet along the arc of a curve to the right, having a radius of 45.00 feet and a chord of 47.27 feet which bears South 77 degrees 13 minutes 47.5 seconds East; thence South 45 degrees 32 minutes 47 seconds East, along the westerly right of way line of Cameron Circle, 98.57 feet to point "B"; thence continuing along said westerly line, 81.42 feet along the arc of a curve to the right, having a radius of 75.00 feet and a chord of 77.48 feet which bears South 14 degrees 26 minutes 53 seconds East; thence North 84 degrees 33 minutes 13 seconds West, 88.12 feet; thence North 73 degrees 40 minutes 49 seconds West, 69.25 feet; thence South 89 degrees 32 minutes 33 seconds West, 14.87 feet; thence South 76 degrees 48 minutes 29 seconds West, 72.62 feet to the point of beginning, containing 26,879 square feet (0.617 acres).

And also, commencing at point "B", thence North 12 degrees 16 minutes 05 seconds East, 59.08 feet to the point of beginning; thence North 32 degrees 35 minutes 24 seconds East, 72.83 feet; thence North 44 degrees 25 minutes 11 seconds East, 40.72 feet; thence South 45 degrees 32 minutes 47 seconds East, along the northeasterly line of Lot 1, Certified Survey Map No. 5122, a distance of 189.43 feet; thence South 16 degrees 39 minutes 01 seconds West, along a easterly line of said Lot 1, a distance of 190.68 feet; thence North 73 degrees 21 minutes 00 seconds West, 36.17 feet; thence North 84 degrees 40 minutes 35 seconds West, 77.34 feet; thence North 16 degrees 39 minutes 01 seconds East, along the easterly right of way line of Cameron Circle, 62.91 feet; thence continuing along said easterly line, 135.69 feet along the arc of a curve to the left, having a radius of 125.00 feet and a chord of 129.13 feet which bears North 14 degrees 26 minutes 53 seconds West, thence North 45 degrees 32 minutes 47 seconds West, continuing along said easterly line, 31.47 feet to the point of beginning, containing 35.990 square feet (0.826 acres).

# EXHIBIT B

## CONDOMINIUM PLAT OF BRIDGEWOOD CONDOMINIUM LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. S122, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN (Residential Condominium)



BEARINGS ARE ORIENTED TO MATCH  
C.S.M. NO. S122 BEARINGS

SCALE IN FEET

Sloops, driveways, covered entries, decks and porches are Limited  
Common Elements.

Limited Common Elements are shown thus:

The Common Elements shall consist of all of the condominium  
improvements, areas, fixtures, equipment and facilities, except the  
individual units.

There shall be such permanent easements through and over the  
property and each of the units as may be necessary for the  
installation, maintenance, replacement and repair of the Common  
Elements, utilities, sewers and other units.

### SURVEYOR'S CERTIFICATE

I, Daniel W. Hoel, hereby certify that this Plat is a correct  
representation of the condominium described and the identification  
determined from the Plat.

Dated this 25 day of September, 2003

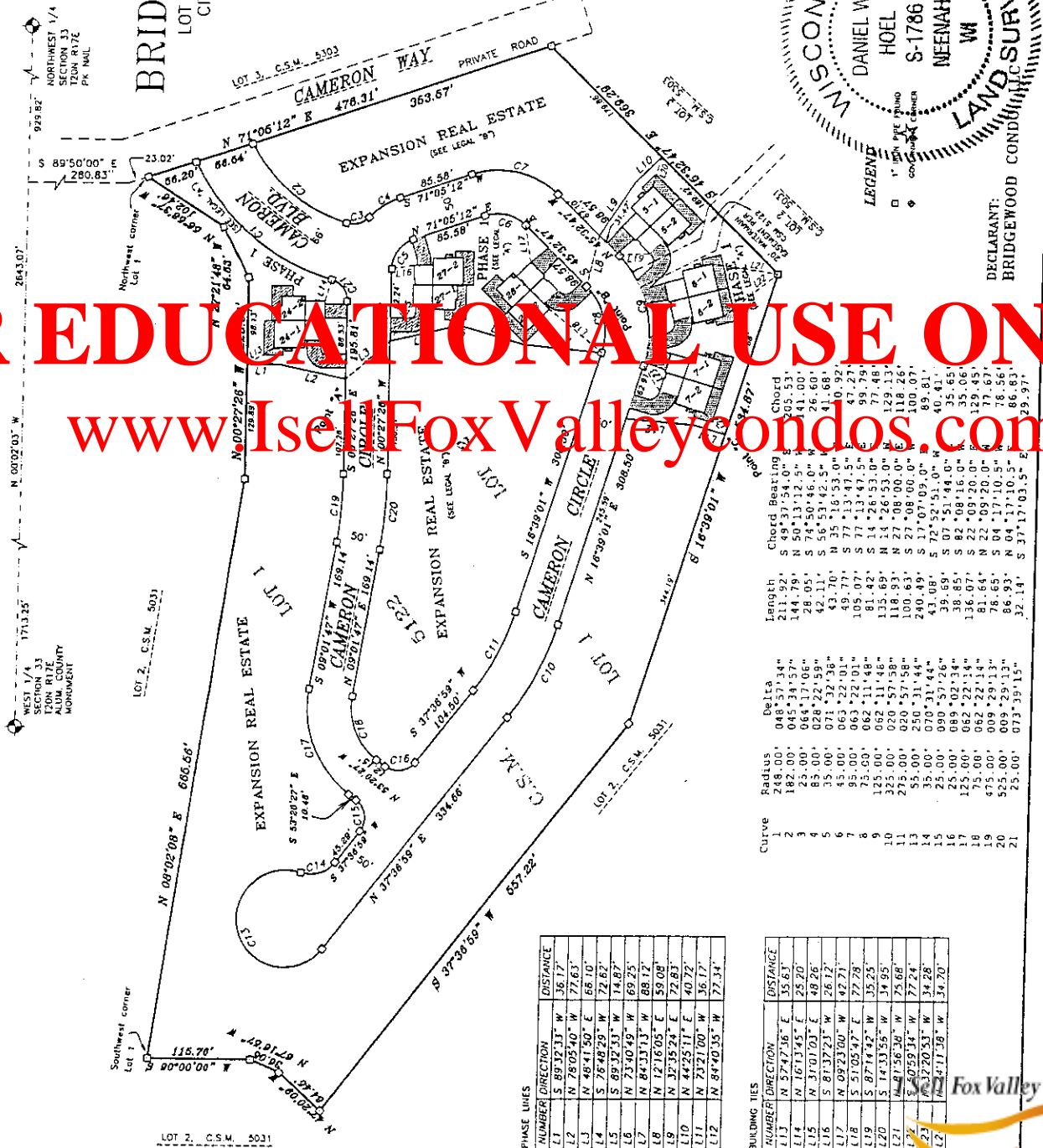
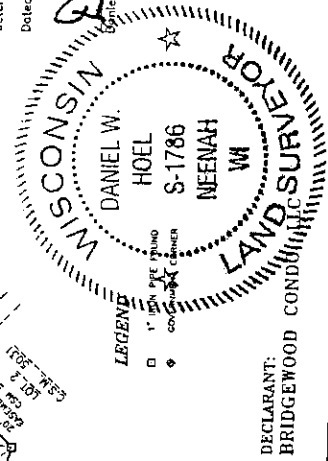
*Daniel W. Hoel*  
Daniel W. Hoel, R.L.S. No. S-1786

PREPARED BY:

**Martenson & Eisele, Inc.**  
Planning - Surveying - Engineering - Architecture  
1377 Midway Road, Menasha, WI 54952  
Phone (920) 731-0381 Fax (920) 731-0378  
www.martenson-eisele.com  
info@martenson-eisele.com

THIS INSTRUMENT DRAWN BY: PAE

DRAWING NO. 828-004E  
SHEET 1 OF 8



### PHASE LINES

NUMBER	DIRECTION	DISTANCE
L1	N 89°32'31" W	36.17'
L2	N 78°05'40" W	77.63'
L3	N 48°41'50" E	68.10'
L4	S 76°48'29" W	72.62'
L5	S 89°32'53" W	14.87'
L6	N 73°40'49" W	69.25'
L7	N 84°33'13" W	88.12'
L8	N 12°16'05" E	59.08'
L9	N 37°35'24" E	72.83'
L10	N 44°25'11" E	40.72'
L11	N 23°10'00" E	36.17'
L12	N 84°40'35" W	77.34'

### BUILDING LINES

NUMBER	DIRECTION	DISTANCE
B1	N 57°47'36" E	35.63'
B2	N 16°13'45" E	25.20'
B3	N 31°01'03" E	48.26'
B4	S 81°37'21" W	26.12'
B5	N 09°23'00" W	42.71'
B6	S 51°05'42" E	77.78'
B7	S 87°14'42" W	34.95'
B8	S 14°33'55" W	34.95'
B9	S 40°59'34" W	77.24'
B10	N 47°56'30" W	75.68'
B11	N 47°56'30" W	34.28'
B12	N 47°11'10" W	34.70'

## EXHIBIT C

All addresses are Neenah, Wisconsin 54957:

Unit No.	Unit Address	Unit Type
5-1	1216 Cameron Circle	Augusta
5-2	1218 Cameron Circle	Augusta
6-1	1220 Cameron Circle	Augusta
6-2	1222 Cameron Circle	Augusta
7-1	1224 Cameron Circle	Augusta
7-2	1226 Cameron Circle	Augusta
24-1	1292 Cameron Circle	Augusta
24-2	1294 Cameron Circle	Bellerive
27-1	1295 Cameron Circle	Bellerive
27-2	1297 Cameron Circle	Augusta
28-1	1215 Cameron Circle	Bellerive
28-2	1217 Cameron Circle	Augusta

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BASEMENT FLOOR PLAN

UNITS: 5-2, 6-2, 7-2

UNITS: 5-1, 6-1, 7-1

PREPARED BY:

**Martenson & Eisele, Inc.**  
Planning - Surveying - Engineering - Architecture

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Phone (920) 731-0301 Fax (920) 733-2578

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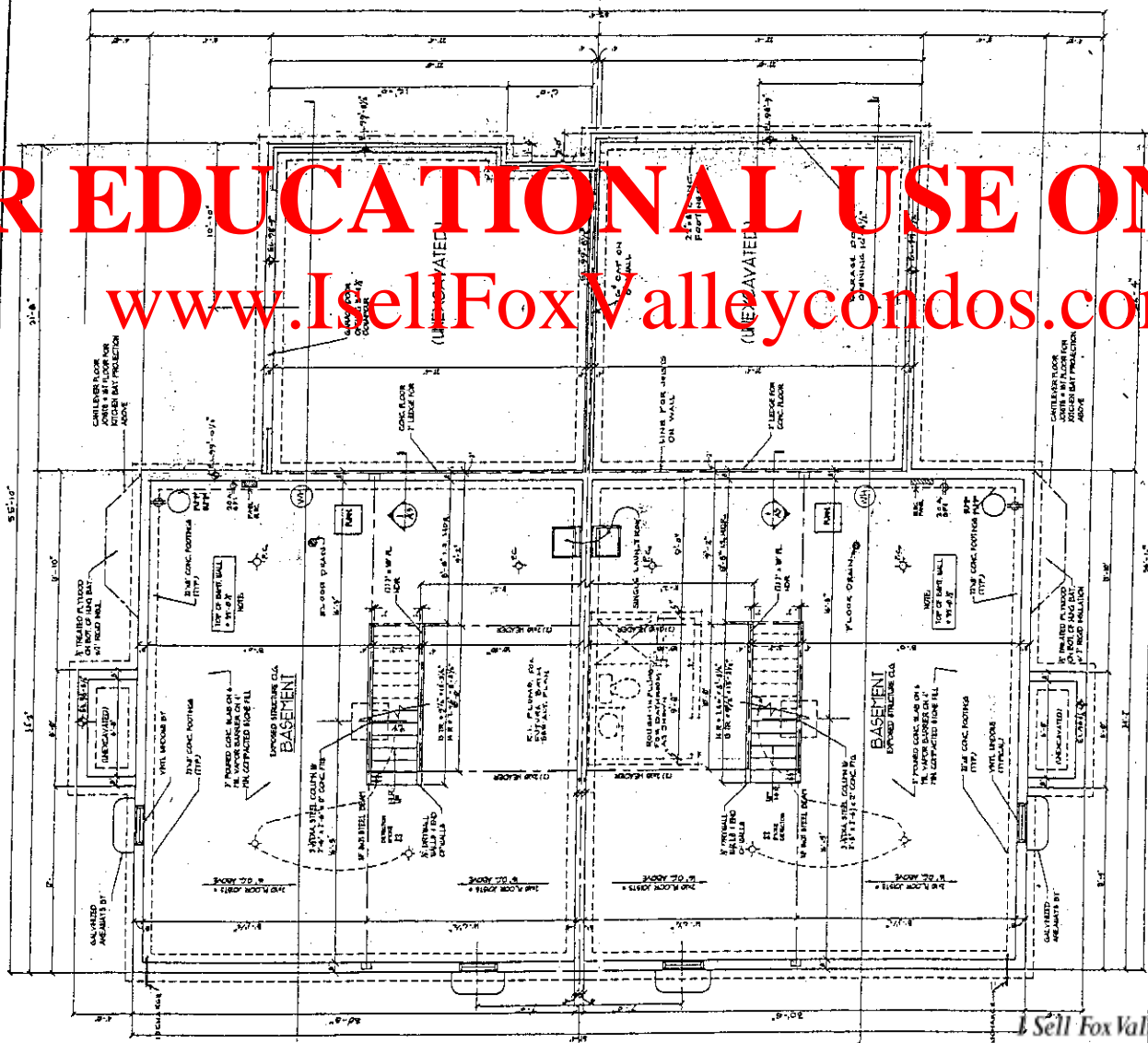
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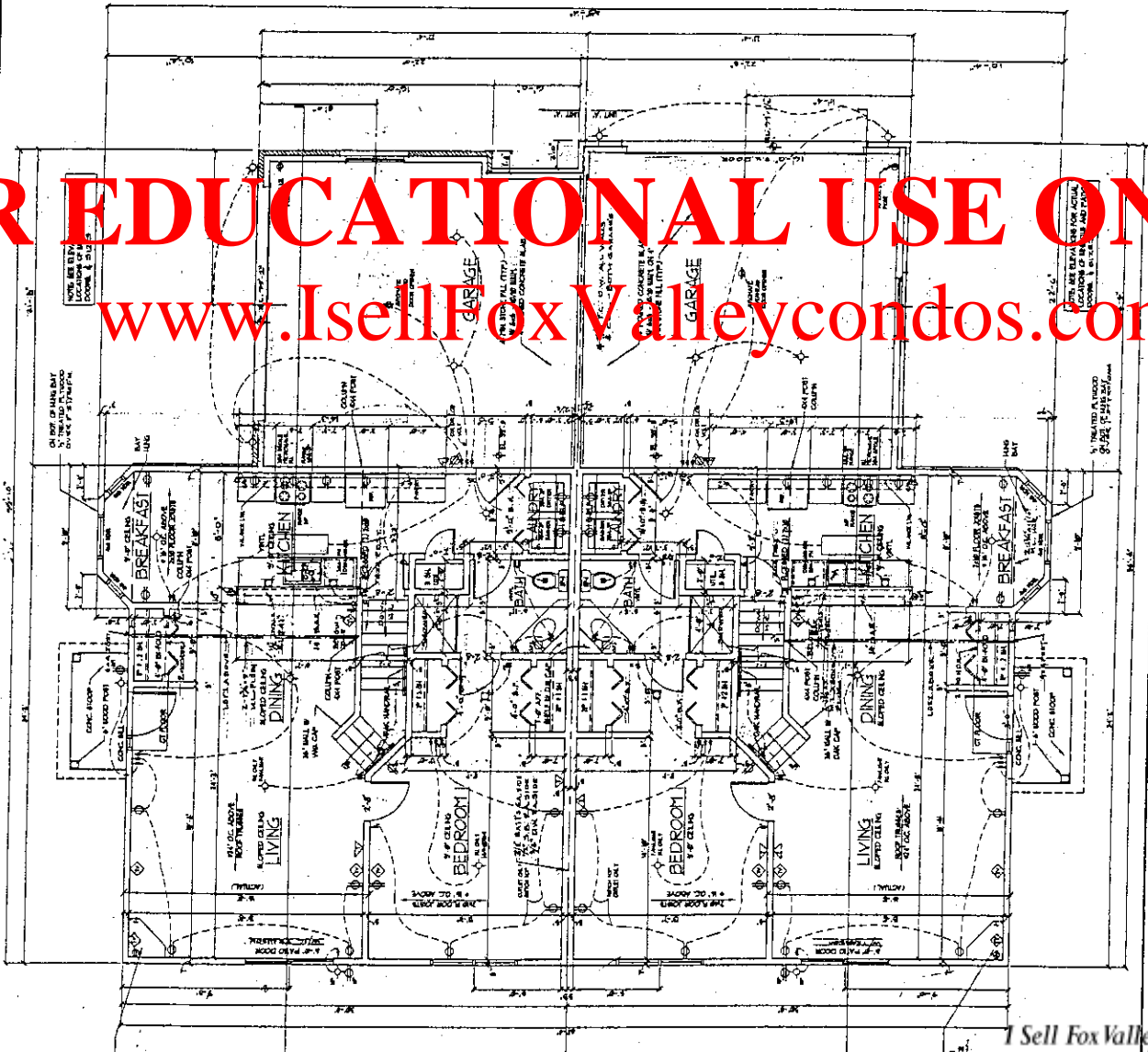



CONDOMINIUM PLAT OF  
**BRIDGEWOOD CONDOMINIUM**  
 LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 5122,  
 CITY OF NEEHAH, WINNEBAGO COUNTY, WISCONSIN  
 (Residential Condominium)

FIRST FLOOR PLAN

UNITS: 5-2, 6-2, 7-2

UNITS: 5-1, 6-1, 7-1



PREPARED BY:  
  
**Mattenson & Eisele, Inc.**  
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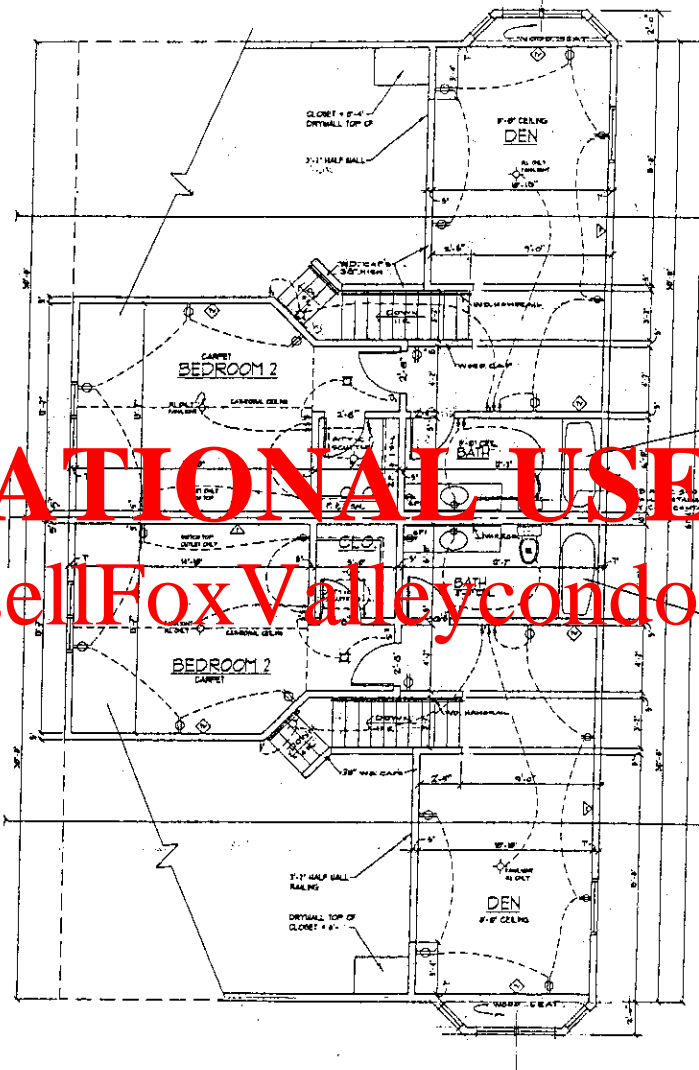
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CONDOMINIUM PLAT OF  
**BRIDGEWOOD CONDOMINIUM**  
 LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 5122,  
 CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN  
 (Residential Condominium)

SECOND FLOOR PLAN

UNITS: 5-1, 6-1, 7-1  
 UNITS: 5-2, 6-2, 7-2



PREPARED BY:  
  
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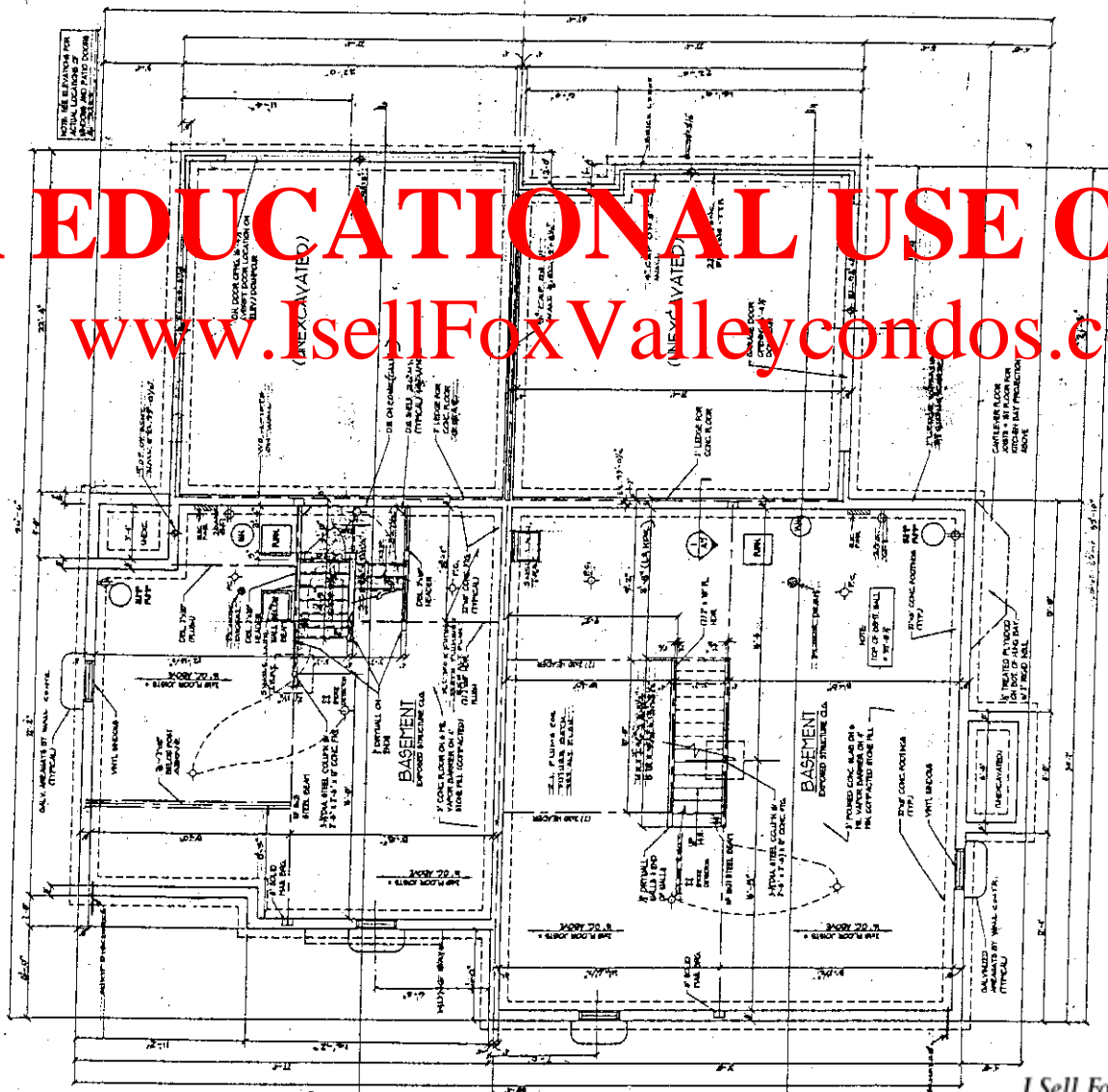
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UNITS: 24-1, 27-2, 28-2

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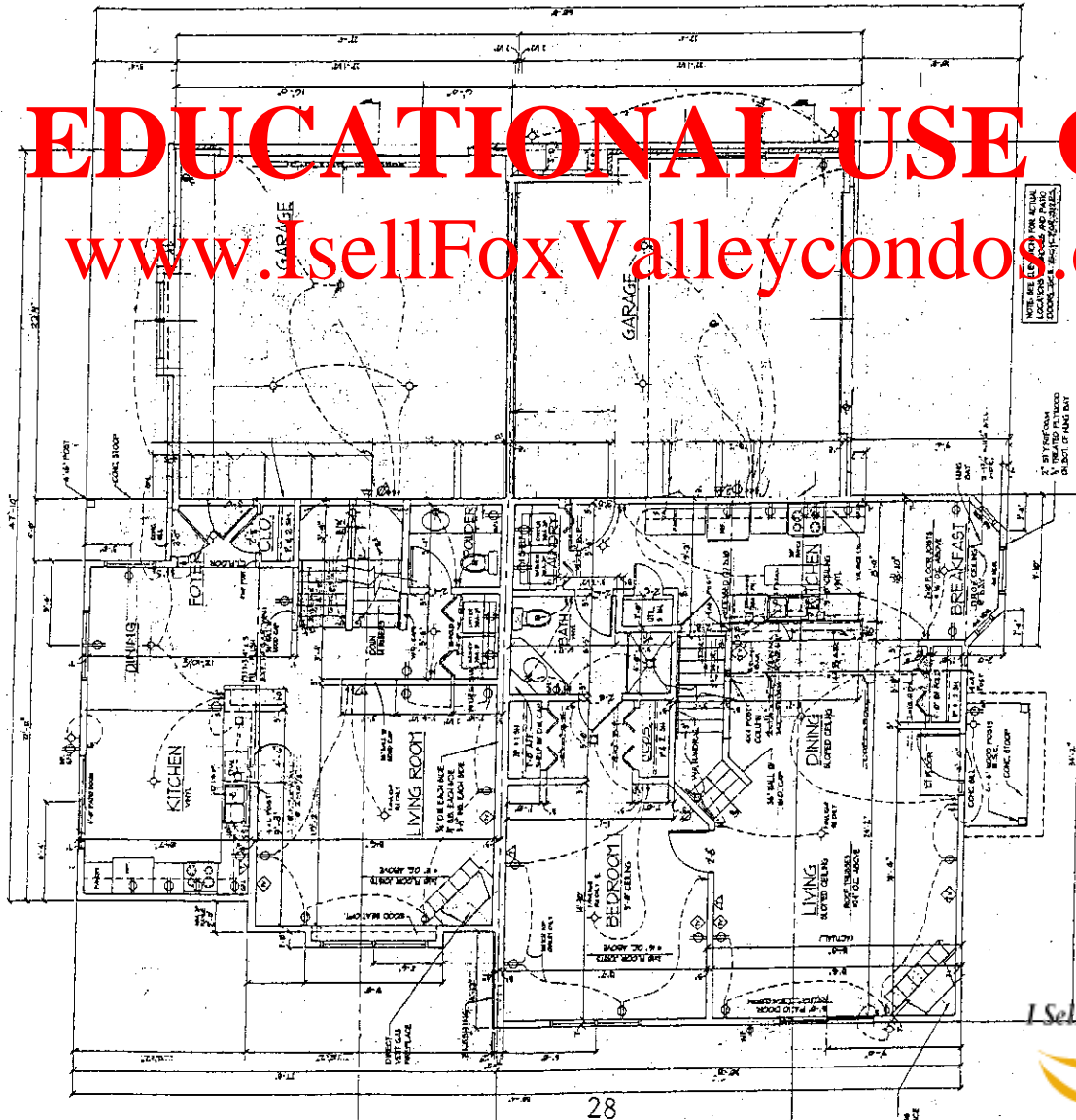



CONDOMINIUM PLAT OF  
**BRIDGEWOOD CONDOMINIUM**  
 LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 5122,  
 CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN  
 (Residential Condominium)

FIRST FLOOR PLAN

UNITS: 24-2, 27-1, 28-1


UNITS: 24-1, 27-2, 28-2



PREPARED BY:  
  
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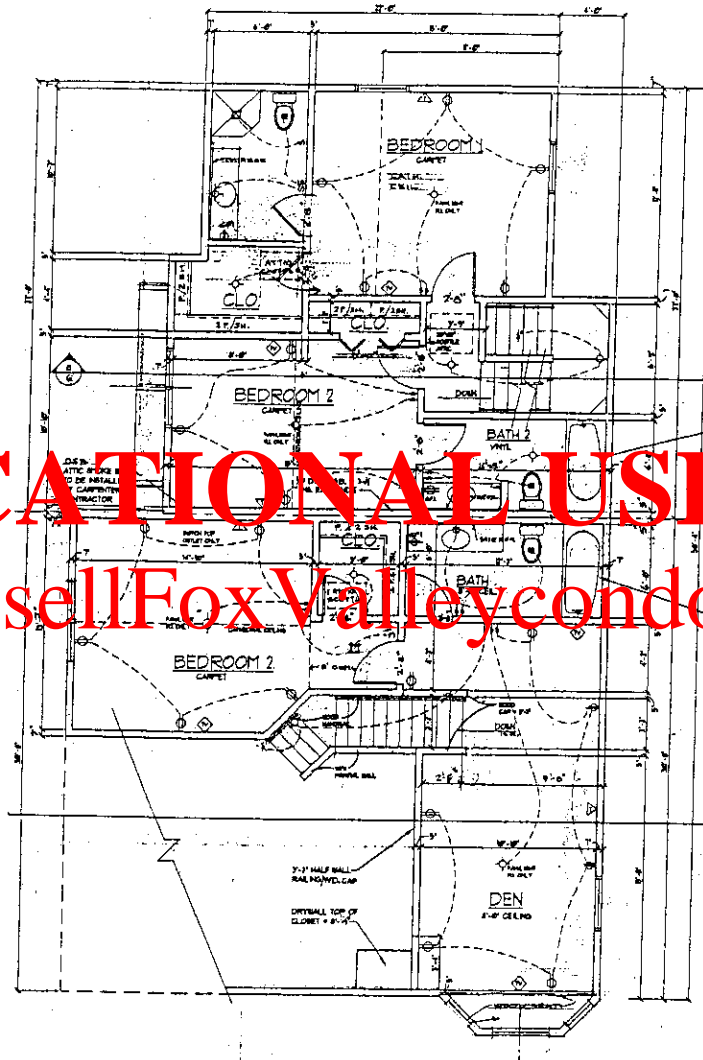
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CONDOMINIUM PLAT OF  
**BRIDGEWOOD CONDOMINIUM**  
 LOT 1 AND LOT 2, CERTIFIED SURVEY MAP NO. 5122,  
 CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN  
 (Residential Condominium)

**SECOND FLOOR PLAN**

UNITS: 24-1, 27-2, 28-2  
 UNITS: 24-2, 27-1, 28-1



## EXHIBIT E

### LEGAL DESCRIPTION OF EXPANSION REAL ESTATE:

Part of Lot 1 of Certified Survey Map No. 5122, being part of the Northwest 1/4 and part of the Southwest 1/4, of the Northwest 1/4 of Section 33, Town 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, described as follows:

Beginning at the southwest corner of Lot 1 of Certified Survey Map No. 5122; thence North 08 degrees 02 minutes 08 seconds East, along the westerly line of said Lot 1, a distance of 665.56 feet; thence North 00 degrees 27 minutes 26 seconds West, along said westerly line, 129.89 feet; thence North 89 degrees 32 minutes 33 seconds East, 36.17 feet; thence South 78 degrees 05 minutes 40 seconds East, 77.63 feet to point "A"; thence South 00 degrees 27 minutes 26 seconds East, along the westerly right of way line of Cameron Circle, 107.28 feet; thence continuing along said westerly line, 78.65 feet along the arc of a curve to the right, having a radius of 475.00 feet with a chord of 78.56 feet which bears South 04 degrees 17 minutes 10.5 seconds West, thence South 09 degrees 01 minute 47 seconds West, continuing along said westerly line, 169.14 feet; thence continuing along said westerly line, 136.07 feet along an arc of a curve to the left, having a radius of 125.00 feet, with a chord of 129.45 feet which bears South 22 degrees 09 minutes 20 seconds East; thence South 53 degrees 20 minutes 27 seconds East, along said westerly line, 10.48 feet; thence continuing along said westerly line, 39.69 feet along the arc of a curve to the right, having a radius of 25.00 feet with a chord of 35.65 feet which bears South 07 degrees 51 minutes 44 seconds East; thence South 37 degrees 36 minutes 59 seconds West, along said westerly line, 45.29 feet; thence continuing along said westerly line, 43.08 feet along the arc of a curve to the right, having a radius of 35.00 feet and a chord of 41.4 feet which bears South 71 degrees 52 minutes 31 seconds West, thence continuing along said westerly line, 240.49 feet along the arc of a curve to the left, having a radius of 55.00 feet and a chord of 89.81 feet which bears South 17 degrees 07 minutes 09 seconds East; thence North 37 degrees 36 minutes 59 seconds East, along the easterly right of way line of said Cameron Circle, 334.66 feet; thence continuing along said easterly line, 118.93 feet along the arc of a curve to the left, having a radius of 325.00 feet and a chord of 118.26 feet which bears North 27 degrees 08 minutes 00 seconds East; thence North 16 degrees 39 minutes 01 seconds East, along said easterly line, 245.59 feet; thence South 84 degrees 40 minutes 35 seconds East, 77.34 feet; thence South 73 degrees 21 minutes 00 seconds East, 36.17 feet to point "C"; thence South 16 degrees 39 minutes 01 seconds West, along the easterly line of Lot 1, Certified Survey Map No. 5122, a distance of 344.19 feet; thence South 37 degrees 36 minutes 59 seconds West, continuing along said easterly line, 557.22 feet; thence North 47 degrees 20 minutes 09 seconds West, along the southerly line of said Lot 1, a distance of 64.45 feet; thence North 67 degrees 16 minutes 57 seconds West, continuing along said southerly line, 36.05 feet; thence South 90 degrees 00 minutes 00 seconds West, continuing along said southerly line, 115.70 feet to the point of beginning, containing 195,625 square feet (4.491 acres).

And also, commencing at point "A", thence North 48 degrees 41 minutes 50 seconds East, 66.10 feet to the point of beginning; thence North 76 degrees 48 minutes 29 seconds East, 72.62 feet; thence North 89 degrees 32 minutes 33 seconds East, 14.87 feet; thence South 73 degrees 40 minutes 49 seconds East, 69.25 feet; thence South 84 degrees 33 minutes 13 seconds East, 88.12 feet; thence South 16 degrees 39 minutes 01 seconds West, along the westerly right of way line of Cameron Circle, 308.50 feet; thence continuing along said westerly line, 100.63 feet along the arc of a curve

to the right, having a radius of 275.00 feet and a chord of 100.07 feet which bears South 27 degrees 08 minutes 00 seconds West; thence South 37 degrees 36 minutes 59 seconds West, continuing along said westerly line, 104.50 feet; thence continuing along said westerly line 38.85 feet along the arc of a curve to the right, having a radius of 25.00 feet and a chord of 35.06 feet which bears South 82 degrees 08 minutes 16 seconds West; thence North 53 degrees 20 minutes 27 seconds West, along the easterly right of way line of Cameron Circle, 12.15 feet; thence continuing along said easterly line, 81.64 feet along the arc of a curve to the right, having a radius of 75.00 feet and a chord of 77.67 feet which bears North 22 degrees 09 minutes 20 seconds West; thence North 09 degrees 01 minutes 47 seconds East, continuing along said easterly line, 169.14 feet; thence continuing along said easterly line, 86.93 feet along the arc of a curve to the left, having a radius of 525.00 feet and a chord of 86.83 feet which bears North 04 degrees 17 minutes 10.5 seconds East; thence North 00 degrees 27 minutes 26 seconds West, continuing along said easterly line, 150.51 feet to the point of beginning, containing 84,183 square feet (1.933 acres).

And also, commencing at point "C"; thence North 16 degrees 39 minutes 01 seconds East, along the easterly line of Lot 1, Certified Survey Map No. 5122, a distance of 190.68 feet; thence North 45 degrees 32 minutes 47 seconds West, along the northeasterly line of said Lot 1, a distance of 189.42 feet to the point of beginning; thence South 44 degrees 25 minutes 11 seconds West, 40.72 feet; thence South 32 degrees 35 minutes 24 seconds West, 72.83 feet; thence North 45 degrees 32 minutes 47 seconds West, along the northerly line of Cameron Circle, 67.10 feet; thence continuing along said northerly line, 105.07 feet along the arc of a curve to the left, having a radius of 95.00 feet and a chord of 99.79 feet which bears South 77 degrees 13 minutes 47.5 seconds East; thence South 71 degrees 05 minutes 12 seconds West, continuing along said northerly line, 85.58 feet; thence continuing along said northerly line, 42.11 feet along the arc of a curve to the left, having a radius of 65.00 feet and a chord of 41.68 feet which bears South 56 degrees 53 minutes 52 seconds West; thence continuing along said northerly line, 28.05 feet along the arc of a curve to the right, having a radius of 25.00 feet and a chord of 26.60 feet which bears South 74 degrees 50 minutes 46 seconds West; thence along the northerly right of way line of Cameron Boulevard, 144.79 feet along the arc of a curve to the right, having a radius of 182.00 feet and a chord of 141.00 feet which bears North 50 degrees 13 minutes 12.5 seconds West, thence North 71 degrees 05 minutes 12 seconds East, along the south right of way line of Cameron Way, 353.57 feet; thence South 45 degrees 32 minutes 47 seconds East, along the northeasterly line of said Lot 1, a distance of 179.86 feet to the point of beginning, containing 51,123 square feet (1.174 acres).

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BYLAWS OF  
BRIDGEWOOD OF NEENAH CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be Bridgewood of Neenah Condominium Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be at 12760 West North Avenue, Brookfield, Wisconsin 53005-4628. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. These Bylaws, together with the Declaration of Condominium of Bridgewood Condominium (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these Bylaws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners who have record title in their names or who are the purchasers under a recorded land contract.

Section 3. Initial Organization. Notwithstanding any provision set forth in these Bylaws to the contrary, Bridgewood Condo, LLC (the "Declarant"), shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve as follows:

(i) Prior to the conveyance of twenty-five percent (25%) of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time one (1) member of the initial Board, or their successors, as designated by Declarant shall tender their resignations and the Unit owners other than Declarant shall elect one (1) new member of the Board in accordance with the provisions of Article V of these Bylaws;

(ii) Notwithstanding paragraph (i) above, upon the

expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of seventy-five percent (75%) undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of five (5) persons, including such new members as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article V of these Bylaws.

For the purpose of determining the percentages in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of sixty-six (66) Unit interests. Until such time as Declarant's right to expand the Condominium, described in Article XIII of the Declaration, shall expire, Declarant shall be deemed to own all sixty-six (66) Unit interests less those appurtenant to Units actually conveyed by Declarant.

### ARTICLE III

#### VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, is under lease or is owned by an entity other than individuals, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding more than one third (1/3) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

## ARTICLE IV

### MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the first Tuesday in March of each year (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, of whom not more than one person is a non-Unit owner, subject to the provisions of Article II, Section 3 hereof.

Section 2. Election and Term of Office.

(i) Directors elected by Unit Owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Unit Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

(ii) The term of the Director elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of his election. Thereafter, the term of each Director elected or re-elected in succession or the Director shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(iii) At the special meeting of the Association at which all members of the Board shall be elected by the Association as provided in paragraph (ii) of Section 3 of Article II, the persons receiving the first, second and third highest number of votes shall be elected for a term of two (2) years and the persons receiving the fourth and fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board at any subsequent annual meeting of the Association shall be elected for a term of two (2) years. All members of the Board shall hold office until their respective successors shall have been elected and shall have qualified. In the event of a tie for the third or fifth highest number of votes, the outcome shall be determined by lot, in a manner prescribed by the presiding officer.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(1) make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

(2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property, contracting for off-site recreational services and suing on behalf of all Members;

(4) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

(5) employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize, including but not limited to, the duties listed in this Section; and

(6) perform such other functions as are required or permitted by law or the Declaration.

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Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Subject to Article II, Section 3 hereof, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no

notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board shall require that all officers and employees of the Association and officers and employees of any professional manager handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms and expressions. The bonds shall further provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association and to Unit mortgagees of which the Association has knowledge. The premiums on such bonds shall be paid by the Association.



## ARTICLE VI

### OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an Assistant Treasurer, an Assistant Secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. 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 shall appoint some member of the Board to do so 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.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

## ARTICLE VII

### BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged interest on the unpaid assessment. The interest charges shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the professional property manager, management company or managing agent provided such manager company or agent is bonded or by such officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board may direct that checks of less than Five Hundred Dollars (\$500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board may from time to time establish dollar limitations in excess of which the professional property manager, management company or managing agent shall

not have authority to draw checks. The Board shall notify the designated depository promptly upon the establishment of such limitation.

## ARTICLE VIII

### OBLIGATIONS OF THE UNIT OWNERS

#### Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Unit and within or on the Limited Common Elements appurtenant to his Unit, shall keep the patio and/or deck appurtenant to his Unit in a clean and neat condition and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any object of any kind in the Common Elements, except in the Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

#### Section 3. Right of Entry.

(a) Each Member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

(b) Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

#### Section 4. Rules of Conduct.

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(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.

(c) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

(d) It is prohibited to throw garbage or trash outside the disposal receptacles.

(e) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

(f) The exterior face of all window coverings, whether fabric or otherwise, must be white, off-white or natural wood tones. This includes, but is not limited to, drapes, curtains, louvered blinds and window shades. Fabric window coverings must be treated with a backing or lining of opaque quality in white, off-white or natural wood tones. Any departure from the above-approved colors requires prior written approval of the Board of Directors.

Section 5. Remedies. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

## ARTICLE IX

### AMENDMENTS

Section 1. Bylaws. These Bylaws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least sixty-seven percent (67%) of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be a total of sixty-six (66) Units until such time as the Declarant's right under Article XII of the Declaration shall expire and Declarant shall be deemed to own all sixty-six (66) Units less those actually conveyed at the time of such determination. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

## ARTICLE X

### MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

Section 3. Notice to Mortgagee. Any mortgagee of a Unit shall be entitled to written notice from the Association of any sixty (60) day delinquency in the payment of assessments owed by the Unit owner or, if applicable, any then occupant of the Unit, or any breach in the provisions of any of the provisions set forth in these Bylaws, the Declaration, any amendments to the foregoing or any rules and regulations of the Association which is not cured within sixty (60) days of such breach; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Mortgagee shall also receive notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing its mortgage, (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iii) any proposed action which would require the consent of a specified number of eligible mortgage holders as set out in the Declaration. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

## ARTICLE XI

### CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of such Act or of the Condominium Declaration, the provisions of such Act or Declaration shall control; and in case of any conflict between the Act and the Declaration the provisions of the Act shall control.

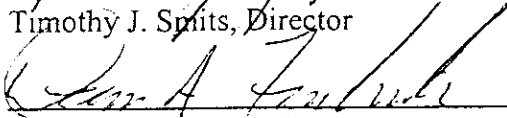
ARTICLE XII

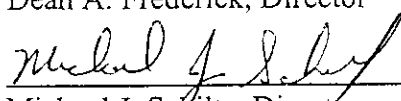
FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted this 1 day of October, 2003.

  
\_\_\_\_\_  
Timothy J. Smith, Director

  
\_\_\_\_\_  
Dean A. Frederick, Director

  
\_\_\_\_\_  
Michael J. Schiltz, Director

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## ARTICLES OF INCORPORATION

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**ARTICLES OF INCORPORATION  
(non-stock corporation)**

**OF**

**BRIDGEWOOD OF NEENAH CONDOMINIUM ASSOCIATION, INC.**

Executed by the undersigned for the purpose of forming a Wisconsin non-stock corporation under Chapter 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

**ARTICLE 1**

**NAME**

The name of the corporation shall be Bridgewood of Neenah Condominium Association, Inc.

**ARTICLE 2**

**ORGANIZATION**

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

**ARTICLE 3**

**REGISTERED AGENT**

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The name of the initial registered agent is Timothy J. Smits.

**ARTICLE 4**

**STREET ADDRESS**

The street address of the initial registered office of this corporation shall be 12760 West North Avenue, Brookfield, Wisconsin 53005-4628.

**ARTICLE 5**

**MAILING ADDRESS**

The mailing address of the initial principal office of this corporation shall be 12760 West North Avenue, Brookfield, Wisconsin 53005-4628.

## ARTICLE 6

### MEMBERS

The corporation will have members.

## ARTICLE 7

### DIRECTORS

The number of directors of this corporation shall be fixed in the Bylaws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and Bylaws of the corporation.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Timothy J. Smits  
12760 West North Avenue  
Brookfield, WI 53005-4628

Michael J. Schiltz  
12760 West North Avenue  
Brookfield, WI 53005-4628

Dean A. Frederick  
12760 West North Avenue  
Brookfield, WI 53005-4628

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## ARTICLE 8

### PURPOSES

The purposes for which this corporation 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 use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Bridgewood Condominium, (the "Condominium") as recorded in the office of the Register of Deeds for Winnebago County, Wisconsin;
- (b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and
- (c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the law, subject to the Act and the Declaration.

## ARTICLE 9

### INCORPORATOR

The name and address of the incorporator of this corporation is: Richard R. Kobriger, 1601 East Racine Avenue, Suite 200, Waukesha, Wisconsin 53186.

## ARTICLE 10

### VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the Bylaws of this corporation.

## ARTICLE 11

### AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership of this corporation.

## ARTICLE 12

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### STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 7<sup>th</sup> day of March, 2003.

/s/ Richard R. Kobriger

Richard R. Kobriger

This instrument was drafted by

Attorney Richard R. Kobriger  
Cramer, Multhauf & Hammes, LLP  
Attorneys at Law  
1601 East Racine Avenue  
P.O. Box 558  
Waukesha, WI 53187

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## ESTIMATED ANNUAL OPERATING BUDGET

	<u>UNIT</u>	<u>12 UNITS</u>
Insurance	\$16.00	\$192.00
Lawn/Landscaping	\$25.00	\$300.00
Snow Removal	\$25.00	\$300.00
Legal/Accounting	\$ 2.00	\$ 24.00
Maintenance and Repairs	\$ 5.00	\$ 60.00
General Reserve	\$12.00	\$144.00

Payable at the rate of \$85.00 per month per Unit.

The above budget was prepared based upon the Declarant's knowledge of similar condominium projects, verbal estimates from management and supply firms and is representative of six (6) Buildings (12 Units). It is, however, only an estimate and Buyer should be aware that it could change at a future date.

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# SIGNIFICANT REGULATIONS

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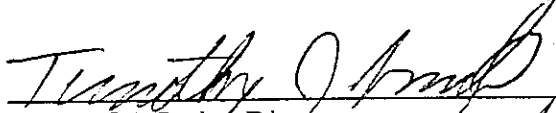
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## CONSENT RESOLUTION

The undersigned, being all of the directors of Bridgewood of Neenah Condominium Association, Inc., (the "Association"), acting pursuant to Wisconsin Statutes Section 181.0821 and Article VII, Section 2 of the Declaration of Condominium of Bridgewood Condominium, hereby unanimously adopt the following resolution as though adopted at a duly called meeting therefor:

RESOLVED, any assessment or installment of assessment not paid within ten (10) days of its due date shall bear interest at the rate of twelve percent (12%) per annum on the unpaid amount calculated from the date the assessment or installment was first due until the date it is paid.

Executed at Waukesha, Wisconsin, this 1 day of October, 2003.

  
\_\_\_\_\_  
Timothy J. Smits, Director

  
\_\_\_\_\_  
Dennis A. Friedrich, Director

  
\_\_\_\_\_  
Michael J. Schlitz, Director

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**FIRST AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM OF BRIDGEWOOD  
CONDOMINIUM**

Document Number

1301559  
REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON  
03/12/2004 10:22AM

SUSAN WINNINGHOFF  
REGISTER OF DEEDS

RECORDING FEE 29.00  
TRANSFER FEE  
# OF PAGES 10

This space reserved for recording data

RETURN TO

Richard R. Kobriger  
Cramer, Multhauf & Hammes, LLP  
PO Box 558  
Waukesha, WI 53187-0558

THIS FIRST AMENDMENT to Declaration of Condominium of Bridgewood Condominium is made by Bridgewood Condo, LLC (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Bridgewood Condo Condominium dated October 1, 2003, and recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on October 3, 2003, as Document No. 1280963, hereinafter referred to as the "Declaration."

**WITNESSETH:**

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional fifty (54) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter the "Phase 2 Property") and to construct thereon two (2) buildings consisting of four (4) units.

The Phase 2 Property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit in any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase 2 Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase 2 Property described in Exhibit 1-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "twelve (12)" therefrom and replacing it with the number "sixteen (16)."
2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Unit shall include a 1/16th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase 2 set forth on Exhibit 1-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibit 1-B attached hereto.

5. Exhibit C of the Declaration is hereby amended by deleting Exhibit C and Exhibit 1-C attached hereto is substituted therefor.

6. Exhibit D of the Declaration is amended to include Exhibits 1-D-1, 1-D-2, and 1-D-3 attached hereto.

Executed this 10 day of March, 2004.

BRIDGEWOOD CONDO, LLC

By: Timothy J. Smits  
Timothy J. Smits, Member

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STATE OF WISCONSIN )  
COUNTY OF WAUKESHA ) SS.

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Personally came before me this 10<sup>th</sup> day of March, 2004, the above-named Timothy J. Smits, Member of Bridgestone Condo, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Karen Kurzynski

Notary Public, Waukesha Co., WI

My Commission expires 9-23-07



THIS INSTRUMENT DRAFTED BY AND  
SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger  
Cramer, Multhauf & Hammes, LLP  
1601 E. Racine Avenue, Suite 200  
P.O. Box 558  
Waukesha, WI 53187-0558

FILED: 3/10/04 10:00 AM BY: [illegible] RE: FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR BRIDGESTONE CONDO, LLC

**EXHIBIT 1-A**  
**LEGAL DESCRIPTION**

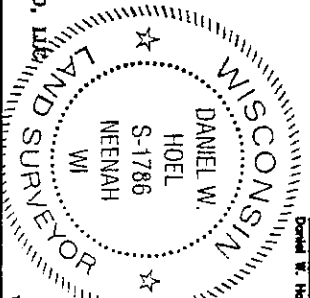
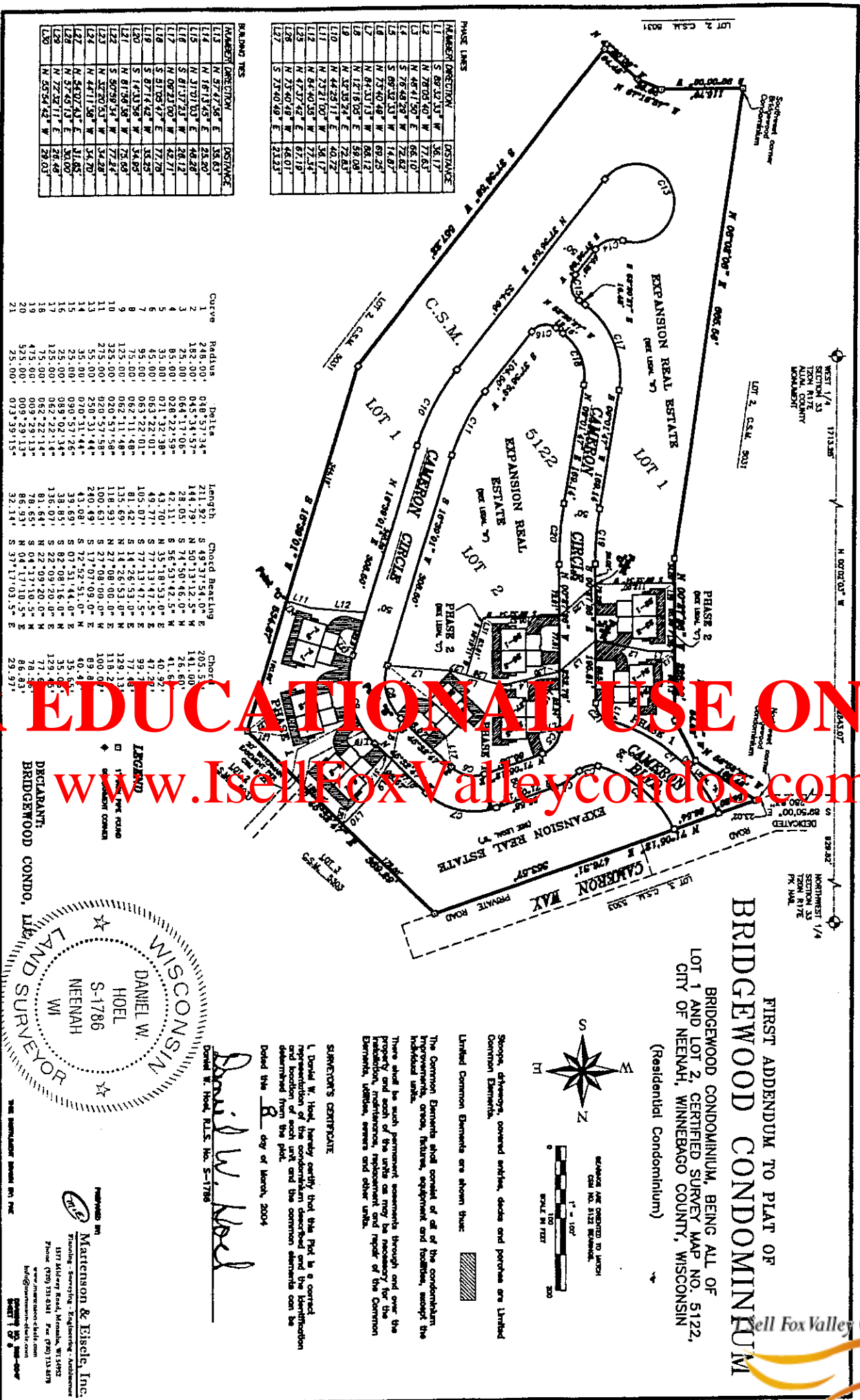
Part of BRIDGEWOOD CONDOMINIUM, being part of Lot 1 of Certified Survey Map No. 5122, located in the Northwest 1/4 of Section 33, Town 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, described as follows:

Beginning at the southwest corner of BRIDGEWOOD CONDOMINIUM; thence North 08 degrees 02 minutes 08 seconds East, along the westerly line of said BRIDGEWOOD CONDOMINIUM, 665.56 feet; thence North 00 degrees 27 minutes 26 seconds West, along said westerly line, 34.00 feet to the point of beginning; thence continuing North 00 degrees 27 minutes 26 seconds West, along said westerly line, 95.89 feet; thence North 89 degrees 32 minutes 33 seconds East, 36.17 feet; thence South 78 degrees 05 minutes 40 seconds East, 77.63 feet; thence South 00 degrees 27 minutes 26 seconds East, along the westerly right of way line of Cameron Circle, 79.26 feet to point "D"; thence South 89 degrees 32 minutes 34 seconds West, 112.00 feet to the point of beginning, containing 10,109 square feet (0.232 acres).

And also, commencing at point "D"; thence North 47 degrees 37 minutes 42 seconds East, 67.19 feet to the point of beginning; thence North 00 degrees 27 minutes 26 seconds West, along the easterly right of way line of Cameron Circle, 77.61 feet; thence North 76 degrees 48 minutes 29 seconds East, 72.62 feet; thence North 89 degrees 32 minutes 33 seconds East, 14.87 feet; thence South 73 degrees 40 minutes 49 seconds East, 46.01 feet; thence South 16 degrees 19 minutes 11 seconds West, 83.91 feet; thence South 89 degrees 32 minutes 34 seconds West, 105.53 feet to the point of beginning, containing 10,314 square feet (0.237 acres).

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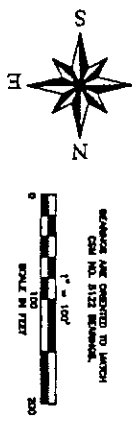
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*Daniel W. Hoel*  
Daniel W. Hoel, P.L.S. No. S-1786

**SURVEYOR'S CERTIFICATE**  
 I, Daniel W. Hoel, hereby certify that this Plat is a correct and true representation of the survey and that the location and location of each unit and the common elements can be determined from the plat.  
 Dated this 8 day of March, 2004

**NOTES:**  
 1. Common Elements shall consist of all of the condominium improvements, areas, fixtures, equipment and facilities, except the individual units.  
 2. There shall be such permanent easements through and over the property and each of the units as may be necessary for the installation, maintenance, replacement and repair of the Common Elements, utilities, sewers and other units.  
 3. Shown, driveway, covered walkway, deck and porch are Limited Common Elements.  
 4. Limited Common Elements are shown thus: [hatched box]  
 5. The Common Elements shall consist of all of the condominium improvements, areas, fixtures, equipment and facilities, except the individual units.  
 6. There shall be such permanent easements through and over the property and each of the units as may be necessary for the installation, maintenance, replacement and repair of the Common Elements, utilities, sewers and other units.



**Matterson & Eische, Inc.**  
 1177 Midway Road, Neeah, WI 54952  
 Phone (920) 735-1111 Fax (920) 735-1111  
 info@matterson-eische.com  
 2007 1 2 3 4 5 6 7 8 9 10 11 12



## EXHIBIT C

All addresses are Neenah, Wisconsin 54957:

Unit No.	Unit Address	Unit Type
5-1	1216 Cameron Circle	Augusta
5-2	1218 Cameron Circle	Augusta
6-1	1220 Cameron Circle	Augusta
6-2	1222 Cameron Circle	Augusta
7-1	1224 Cameron Circle	Augusta
7-2	1226 Cameron Circle	Augusta
23-1	1288 Cameron Circle	Augusta
23-2	1290 Cameron Circle	Augusta
24-1	1292 Cameron Circle	Augusta
24-2	1294 Cameron Circle	Bellerive
25-1	1295 Cameron Circle	Augusta
26-2	1293 Cameron Circle	Augusta
27-1	1295 Cameron Circle	Bellerive
27-2	1297 Cameron Circle	Augusta
28-1	1215 Cameron Circle	Bellerive
28-2	1217 Cameron Circle	Augusta

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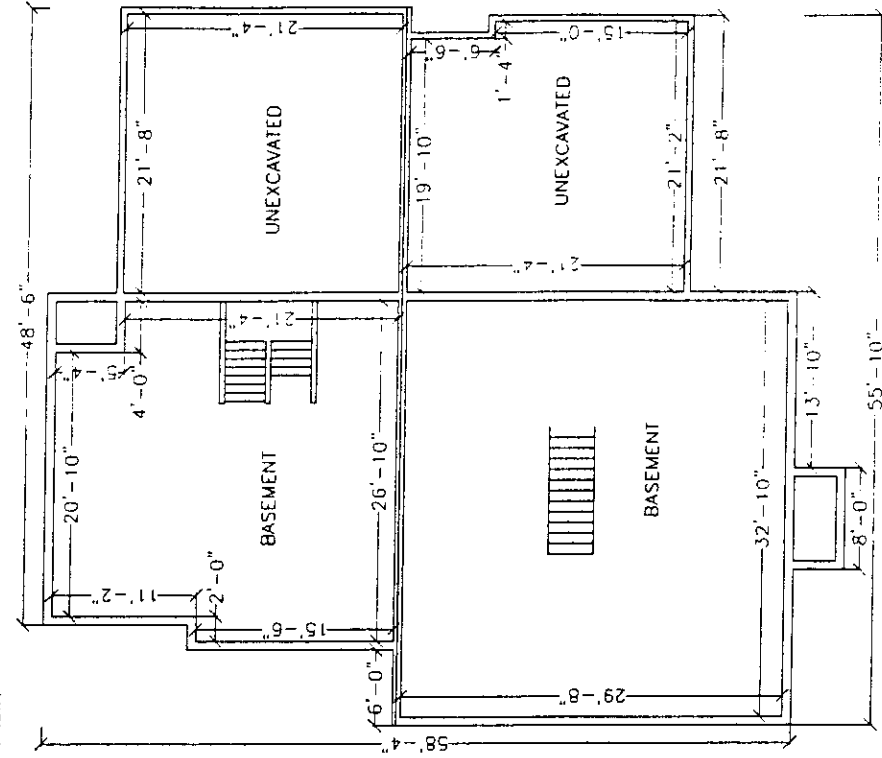
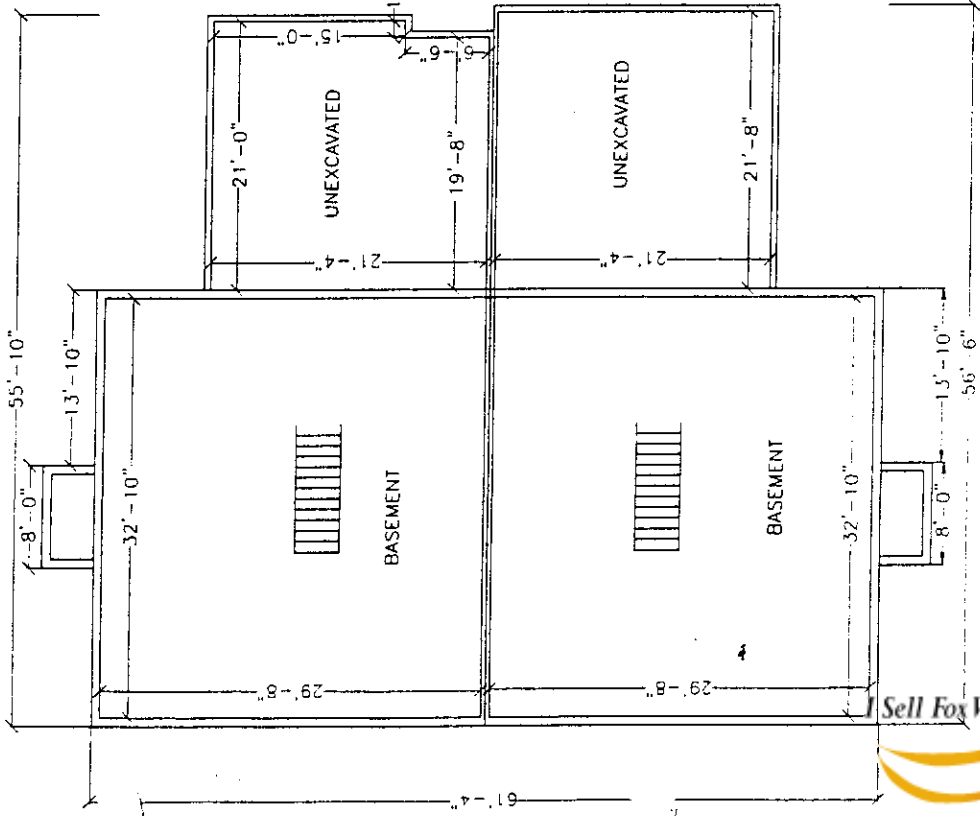
FIRST ADDENDUM TO PLAT OF  
**BRIDGEWOOD CONDOMINIUM**

BRIDGEWOOD CONDOMINIUM, BEING ALL OF  
LOT 1 AND LOT 2, CERTIFICATE OF SURVEY MAP NO. 5122,  
CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN  
(Residential Condominium)

UNITS: 5-2, 6-2, 7-2, 23-2, 26-1

UNITS: 24-2, 27-1, 28-1

**BASEMENT FLOOR PLAN**



PREPARED BY:  
**Martenson & Eisele, Inc.**  
Professional Engineering Architect  
1015 Midway Road, Winneago, WI 54991  
Phone: (920) 741-0101 Fax: (920) 741-0110  
www.martensoneisele.com  
SHEET NO. 231-004E  
SHEET 3 OF 3

UNITS: 24-1, 27-2, 28-2

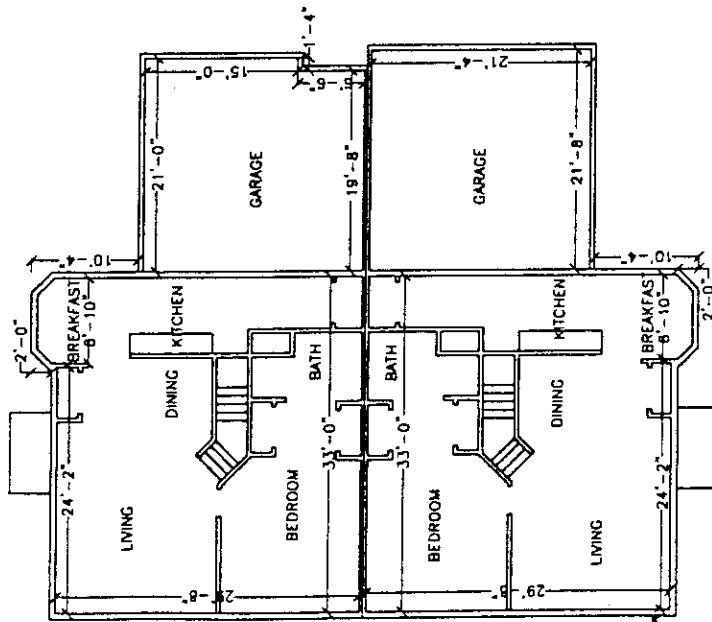
UNITS: 5-1, 6-1, 7-1, 23-1, 26-2

FIRST ADDENDUM TO FIRST FLOOR PLAN  
**BRIDGEWOOD CONDOMINIUM**

BRIDGEWOOD CONDOMINIUM, BEING ALL OF  
 LOT 1 AND LOT 2, CERTIFIED SURVEY NO. 5122,  
 CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN  
 (Residential Condominium)

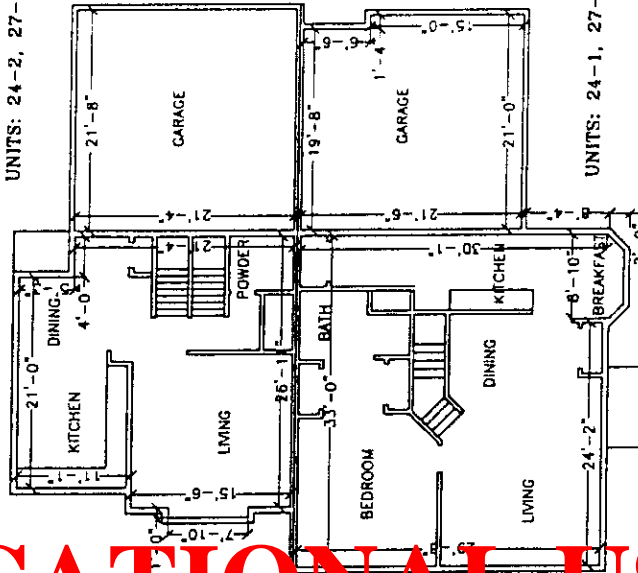
FIRST FLOOR PLAN

UNITS: 5-2, 6-2, 7-2, 23-2, 26-1



UNITS: 5-1, 6-1, 7-1, 23-1, 26-2

UNITS: 24-2, 27-1, 28-1



UNITS: 24-1, 27-2, 28-2

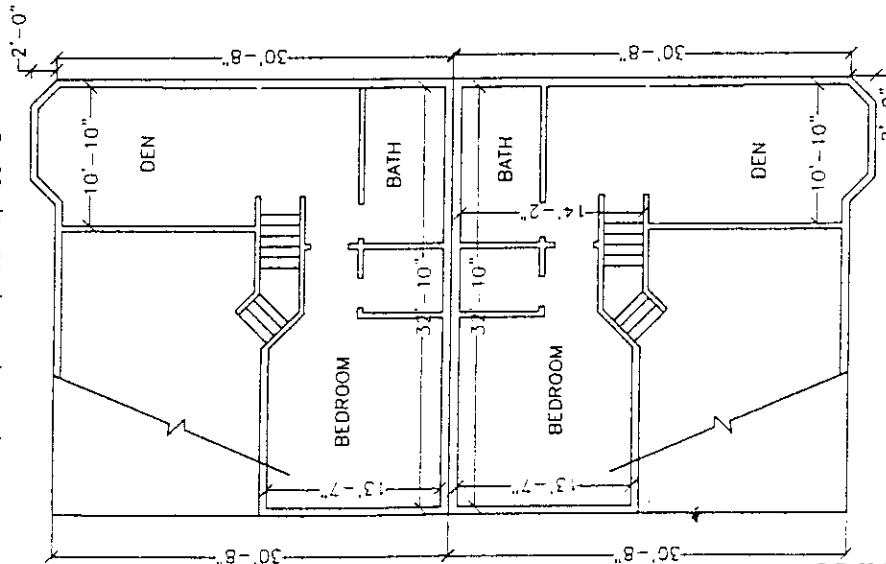
Prepared by  
**Martenson & Eide, Inc.**  
 Professional Surveyors  
 1000 North Lincoln Avenue  
 Neenah, WI 54956  
 Phone (920) 735-1100 Fax (920) 735-1101  
 www.martensoneide.com  
 Date: 12/1/04

# FIRST ADDENDUM TO PLAT OF BRIDGEWOOD CONDOMINIUM

BRIDGEWOOD CONDOMINIUM, BEING ALL OF  
LOT 1 AND LOT 2, CERTIFICATE OF SURVEY MAP NO. 5122,  
CITY OF NEENAWA, WINNEBAGO COUNTY, WISCONSIN  
(Residential Condominium)

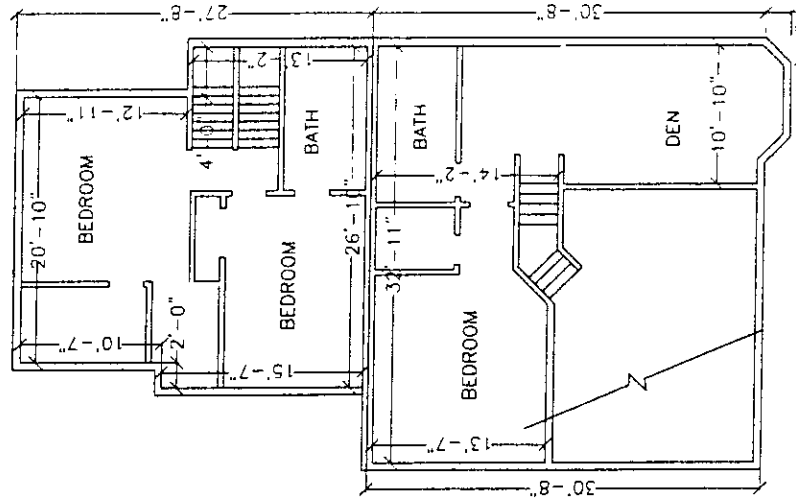
## SECOND FLOOR PLAN

UNITS: 5-2, 6-2, 7-2, 23-2, 26-1



UNITS: 5-1, 6-1, 7-1, 23-1, 26-2

UNITS: 24-2, 27-1, 28-1



UNITS: 24-1, 27-2, 28-2



**Martenson & Eisele, Inc.**  
Planning, Surveying, Engineering, Architecture  
1077 Alden Road, Neenaw, WI 54952  
Phone: (920) 731-0141 Fax: (920) 731-0179  
www.martensoneisele.com  
info@martensoneisele.com

THIS INSTRUMENT DRAWN BY: PNL

DRAWING NO. 424-004E  
SHEET 5 OF 5

## EXHIBIT 1-E

### LEGAL DESCRIPTION - EXPANSION REAL ESTATE

Part of BRIDGEWOOD CONDOMINIUM, being part of Lot 1 of Certified Survey Map No. 5122, being part of Northwest 1/4 of Section 33, Town 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, described as follows:

Beginning at the southwest corner of BRIDGEWOOD CONDOMINIUM; thence North 08 degrees 02 minutes 08 seconds East, along the westerly line of said BRIDGEWOOD CONDOMINIUM, 665.56 feet; thence North 00 degrees 27 minutes 26 seconds West, along said westerly line, 34.00 feet; thence North 89 degrees 32 minutes 35 seconds East, 112.00 feet to point "D"; thence South 00 degrees 27 minutes 26 seconds East, along the westerly right of way line of Cameron Circle, 28.02 feet; thence continuing along said westerly line, 78.65 feet along the arc of a curve to the right, having a radius of 475.00 feet with a chord of 78.56 feet which bears South 04 degrees 17 minutes 10.5 seconds West, thence South 09 degrees 01 minute 47 seconds West, continuing along said westerly line, 169.14 feet; thence continuing along said westerly line, 136.07 feet along an arc of a curve to the left, having a radius of 125.00 feet, with a chord of 129.45 feet which bears South 22 degrees 09 minutes 20 seconds East; thence South 53 degrees 20 minutes 27 seconds East, along said westerly line, 10.48 feet; thence continuing along said westerly line, 39.69 feet along the arc of a curve to the right, having a radius of 25.00 feet with a chord of 35.65 feet which bears South 07 degrees 51 minutes 44 seconds East; thence South 37 degrees 36 minutes 59 seconds West, along said westerly line, 45.29 feet; thence continuing along said westerly line, 43.08 feet along the arc of a curve to the right, having a radius of 35.00 feet and a chord of 40.41 feet which bears South 72 degrees 52 minutes 51 seconds West; thence continuing along said westerly line, 240.49 feet along the arc of a curve to the left, having a radius of 51.00 feet and a chord of 89.81 feet which bears South 17 degrees 17 minutes 69 seconds East; thence North 37 degrees 36 minutes 59 seconds East, along the easterly right of way line of said Cameron Circle, 334.00 feet; thence continuing along said easterly line, 118.93 feet along the arc of a curve to the left, having a radius of 325.00 feet and a chord of 118.26 feet which bears North 17 degrees 00 minutes 00 seconds East; thence North 16 degrees 39 minutes 01 seconds East, along said easterly line, 245.59 feet; thence South 84 degrees 40 minutes 35 seconds East, 77.34 feet; thence South 73 degrees 21 minutes 00 seconds East, 36.17 feet to point "C"; thence South 16 degrees 39 minutes 01 seconds West, along the easterly line of Lot 1, Certified Survey Map No. 5122, a distance of 344.19 feet; thence South 37 degrees 36 minutes 59 seconds West, continuing along said easterly line, 557.22 feet; thence North 47 degrees 20 minutes 09 seconds West, along the southerly line of said Lot 1, a distance of 64.45 feet; thence North 67 degrees 16 minutes 57 seconds West, continuing along said southerly line, 36.05 feet; thence South 90 degrees 00 minutes 00 seconds West, continuing along said southerly line, 115.70 feet to the point of beginning, containing 185,516 square feet (4.259 acres).

And also, commencing at point "D", thence North 47 degrees 37 minutes 42 seconds East, 67.19 feet to the point of beginning; thence North 89 degrees 32 minutes 34 seconds East, 105.53 feet; thence North 16 degrees 19 minutes 11 seconds East, 83.91 feet; thence South 73 degrees 40 minutes 49 seconds East, 23.23 feet; thence South 84 degrees 33 minutes 13 seconds East, 88.12 feet; thence South 16 degrees 39 minutes 01 seconds West, along the westerly right of way line of Cameron Circle, 308.50 feet; thence continuing along said westerly line, 100.63 feet along the arc of a curve to the right, having a radius of 275.00 feet and a chord of 100.07 feet which bears South 27 degrees 08 minutes 00 seconds West; thence South 37 degrees 36 minutes 59 seconds West, continuing along said westerly line, 104.50 feet; thence continuing along said westerly line 38.85 feet along the arc of a curve to the right, having a radius of 25.00 feet and a chord of 35.06 feet which bears South 82 degrees 08 minutes 16 seconds

West; thence North 53 degrees 20 minutes 27 seconds West, along the easterly right of way line of Cameron Circle, 12.15 feet; thence continuing along said easterly line, 81.64 feet along the arc of a curve to the right, having a radius of 75.00 feet and a chord of 77.67 feet which bears North 22 degrees 09 minutes 20 seconds West; thence North 09 degrees 01 minutes 47 seconds East, continuing along said easterly line, 169.14 feet; thence continuing along said easterly line, 86.93 feet along the arc of a curve to the left, having a radius of 525.00 feet and a chord of 86.83 feet which bears North 04 degrees 17 minutes 10.5 seconds East; thence North 00 degrees 27 minutes 26 seconds West, continuing along said easterly line, 72.91 feet to the point of beginning, containing 73,868 square feet (1.696 acres).

And also, commencing at point "C"; thence North 16 degrees 39 minutes 01 seconds East, along the easterly line of BRIDGEWOOD CONDOMINIUM, 190.68 feet; thence North 45 degrees 32 minutes 47 seconds West, along the northeasterly line of said BRIDGEWOOD CONDOMINIUM, 189.42 feet to the point of beginning; thence South 44 degrees 25 minutes 11 seconds West, 40.72 feet; thence South 32 degrees 35 minutes 24 seconds West, 72.83 feet; thence North 45 degrees 32 minutes 47 seconds West, along the northerly line of Cameron Circle, 67.10 feet; thence continuing along said northerly line, 105.07 feet along the arc of a curve to the left, having a radius of 95.00 feet and a chord of 99.79 feet which bears South 77 degrees 13 minutes 47.5 seconds East; thence South 71 degrees 05 minutes 12 seconds West, continuing along said northerly line, 85.58 feet; thence continuing along said northerly line, 42.11 feet along the arc of a curve to the left, having a radius of 85.00 feet and a chord of 41.68 feet which bears South 56 degrees 53 minutes 42.5 seconds West; thence continuing along said northerly line, 28.05 feet along the arc of a curve to the right, having a radius of 25.00 feet and a chord of 26.60 feet which bears South 74 degrees 50 minutes 46 seconds West; thence along the northerly right of way line of Cameron Boulevard, 144.79 feet along the arc of a curve to the right, having a radius of 182.00 feet and a chord of 141.00 feet which bears North 50 degrees 12 minutes 12.5 seconds West; thence North 71 degrees 05 minutes 12 seconds East, along the south right of way line of Cameron Way, 35.57 feet; thence South 45 degrees 32 minutes 47 seconds East, along the northeasterly line of said BRIDGEWOOD CONDOMINIUM, 179.80 feet to the point of beginning, containing 51,123 square feet (1.174 acres).

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