

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF CONSERVANCY CREEK CONDOMINIUMS

THIS FIRST AMENDMENT (this "Amendment") is executed as of this 28th day of March, 2006, by the Conservancy Creek Condominium Association, Inc. (the "Association").

RECITALS:

- A. The Declarant, King James Court, L.L.C., executed a Declaration of Condominium for Conservancy Creek Condominiums (the "Declaration"), recorded with the Dane County Register of Deeds as Document No. 2700668 on August 31, 1995. Conservancy Creek Condominium is referred to herein as the "Condominium."
- B. The Declarant recorded a Condominium Plat for Conservancy Creek Condominium with the Declaration and an identical copy with the Dane County Register of Deeds as Document No. 2700669 on August 31, 1995. Hereinafter, this Amendment shall refer to Document No. 2700669 as the "Condominium Plat."
- C. The Association desires to amend the Declaration and to restate the Declaration so that this First Amendment shall supersede and take the place of the existing Declaration.

NOW, THEREFORE, the Association does hereby declare as follows:

ARTICLE I

- 1.00 STATEMENT OF PURPOSE.** This First Amendment to Declaration, being a restatement of the Declaration of Condominium of Conservancy Creek Condominium, duly adopted pursuant to the authority and provisions of Chapter 703 of the Wisconsin Statutes, hereby supersedes and takes the place of the existing Declaration and any Amendments thereto.

ARTICLE II

- 2.00 DEFINITIONS.** Except as modified here, the definitions contained in the Act shall govern in the interpretation of this Declaration.

“ASSOCIATION” - means the Conservancy Creek Condominium Association, Inc., a Wisconsin non-stock corporation.

“BUILDINGS” - There are a total of sixty (60) Units contained in three (3) 12-Unit buildings and one (1) 24-Unit building situated on the land referred to in §3.20 below.

“COMMON ELEMENTS” - means all of the Condominium except the Units.

“CONDOMINIUM” - means the Property as defined below and the improvements thereon which shall include but not be limited to the buildings and any such other appurtenances, fixtures, structures or improvements attached thereto or set thereon.

“FLOOR PLAN” - Diagrammatic floor plans showing the approximate dimensions and floor area of each building and each Unit are set out in the Condominium Plat and recorded as Document 2700669 at the Dane County Register of Deeds.

“LIMITED COMMON ELEMENTS” - means those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

“MORTGAGEE” - means the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

“SITE PLAN” - A survey site plan of the land showing the location of the buildings on the land is more fully detailed in the Condominium Plat recorded as Doc. No. 2700669 with the Dane County Register of Deeds.

“UNIT” - means that part of the Condominium designed and intended for any type of independent use. The Unit shall include, without limitation, all improvements now or hereafter within the Unit Boundaries, including:

- (a) The appliances, if any, and other fixtures and permanent installations within each Unit for services such as electricity, telephone, gas, plumbing, heat, air conditioning and cable television;
- (b) Windows and doors, with all opening, closing, and locking mechanisms and all hardware;

- (c) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (d) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and the water or sewage lines serving more than one (1) Unit;
- (e) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit;
- (f) The chimney, balcony, and patio/deck, if any, appurtenant to each Unit, and the storage unit, if any, including the door and any locking mechanism, assigned to each Unit.

"UNIT BOUNDARIES" - means the outer boundaries of each Unit extending to the unfinished interior surface of the perimeter walls, the unfinished lower surface of the ceiling above the highest level of the Unit, and the unfinished upper surface of the lowest level of the Unit. Finished interior surfaces are part of the Unit.

"UNIT OWNER" - means a person, combination of persons, partnership, corporation, or other legal entity, who holds legal title to a Unit; provided however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the purchaser under the land contract or similar document.

ARTICLE III

3.00 DESCRIPTION, NAME, RESTRICTIONS.

3.10 NAME AND ADDRESS. The name of the condominium shall be the Conservancy Creek Condominium Association, Inc., and the locations shall be at: Shato Lane, Monona, Wisconsin 53716.

3.20 LEGAL DESCRIPTION. The land subject to this Declaration is identified on a Condominium Plat as Conservancy Creek Condominium, and created by Declaration of Condominium recorded August 31, 1995, as Document No. 2700668 and subsequent Amendments thereto. The land was formerly known as:

LOTS ONE (1). TWO (2 AND FORTY-SEVEN (47) , ONDERDONK OAKS ESTATES AS RECORDED IN VOLUME 56-190B OF PLATS ON PAGES 595-597, AS DOCUMENT NUMBER 2609829, ALSO LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MONONA, DANE COUNTY, WISCONSIN.

3.30 COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS. The Condominium shall be subject to:

- (a) General taxes not yet due and payable; and
- (b) Easements and rights of way in favor of gas, electric, telephone, water, and other utilities; and
- (c) All other easements, covenants, and restrictions of record; and
- (d) All municipal, zoning, and building ordinances; and
- (e) All other governmental laws and regulations applicable to the Condominium.

Easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV or cable wires, security wires, and street lights whether or not shown on the condominium plat. Easements for such utility services are reserved to the Unit Owners. Easements for ingress and egress are reserved to the Association in, over and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements.

3.40 UNIT OWNER'S RIGHTS. Each Unit Owner shall have the exclusive right to paint, tile, panel, paper or otherwise maintain, refurnish and decorate the interior surfaces of his or her Unit and all walls, ceilings, floors, and doors within such boundaries. However, no Unit Owner may do any alteration which would jeopardize the soundness or safety of the Condominium, reduce its value, or impair any easement or hereditament.

4.00 COMMON ELEMENTS AND FACILITIES.

- 4.10 DESCRIPTION.** The Common Elements, without intending to limit the term by definitions other than that which apply to the Units and Limited Common Elements, include (i) the land on which the Buildings are erected as described in §3.20 above; (ii) the yard and landscaped areas used in connection therewith; (iii) the above ground parking, driveway areas, sidewalks; (iv) all utility components which serve more than one (1) Unit, including sewer, water and gas laterals and electrical lines and appurtenant components; (v) all easement rights inuring to this property; (vi) all tangible personal property and fixtures used in the operation, maintenance and management of the Condominium; and (vii) all other parts of the Condominium property not described in the definition of the Unit.
- 4.20 USE OF COMMON ELEMENTS.** Except as otherwise provided, and subject to the By-Laws of the Association, and subject to any Rules and Regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.
- 4.30 PERCENTAGE INTEREST IN COMMON ELEMENTS.** Each Unit and its owner or owners shall have an undivided one-sixtieth (1/60th) interest in the Common Elements. This interest may not be separated from the Unit to which it appertains and shall be permanent in nature. This percentage interest may be modified only upon the written consent of the owners of sixty-seven (67) percent of the interest in the Common Elements and of the first mortgagees of their respective Units. Such modification of percentage interest shall be evidenced by an amendment to this Declaration and recorded with the Register of Deeds for Dane County. Any deed, mortgage, lease or other document purporting to effect a conveyance of a Unit which does not expressly include the Unit Owner's interest in the Common Elements shall be deemed to include the interest so omitted.

- 4.40 ENCROACHMENT.** If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon the other Unit or upon any portion of the Common Elements as a result of the construction of the building(s), or as a result of settling or shifting of the building(s), a valid easement for the encroachment and its maintenance shall exist so long as the building(s) stand. In the event the building(s), and Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the Common Elements upon either Unit or upon any part of the Common Elements shall be permitted and a valid easement for such encroachment shall exist so long as the building(s) stand.

ARTICLE V

5.00 LIMITED COMMON ELEMENTS.

- 5.10 DESCRIPTION.** Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements". The following Common Elements shall be described as Limited Common Elements as described herein:

- (a) All sidewalks, access ways, steps, and stoops attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The parking spaces identified on the Condominium Plat as designed and reserved for any Unit, if any, and
- (c) All other underground areas, elevators, hallways and entryways appurtenant to each Building.

No Unit Owner or Owners shall remove, modify, or change the appearance or color scheme of any Limited Common Element without the approval of the Association's Board of Directors and the Unit Owner(s) sharing such Limited Common Element.

- 5.20 USE OF LIMITED COMMON ELEMENTS.** Except as otherwise provided by the By-Laws, the Rules and Regulations, or as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, who have the exclusive use of such Limited Common Elements.

6.00 USES.

6.10 RESTRICTION ON USES. The Units are intended for residential use as is presently or hereafter defined and permitted by the City of Monona Zoning Ordinances and are restricted to that use and shall not be used for any trade or business. There shall be one Unit per Owner. The lease of Units shall be restricted by the provisions below. The use of the Units is additionally restricted by express deed restrictions as contained in the first conveyance of each Unit by Declarant, which restrictions are hereby incorporated by reference as though fully set forth here. No use may unreasonably interfere with the uses and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity which would increase the insurance rates on the Condominium.

Lease of Units. Unit Owners are prohibited from renting or leasing their Units, except as explicitly provided below. As of June 1, 2006, any existing tenancies should be allowed to expire upon their own terms. No tenancies shall be extended or renewed after June 1, 2006.

A Unit or any part thereof may be rented by written lease provided that:

- (a) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease, lease renewal, or extension;
- (b) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the By-Laws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (c) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-Laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-Laws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the By-Laws, and the Rules and Regulations; the past failure of the owner and/or tenant or its guests to abide by all provisions of this Declaration, the Articles, the By-Laws, and the Rules and Regulations; and the past use by the owner and/or tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance. If the approval of the tenancy would result in more than five percent (5%) leasing of the total number of units within the Condominium, then the Association shall proceed with a presumption that the tenancy not be allowed. The presumption may be overcome if the Association finds that failing to grant permission to the tenant would result in unreasonable hardship to the Unit Owner.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the By-Laws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

- 6.20 PETS AND NUISANCES.** Small caged birds, fish, and up to two (2) neutered and declawed housecat(s) or a "small" dog (one) may be permitted within each Unit as pet(s). A "small dog" should weigh no more than fifteen (15) pounds and stand no more than twelve (12) inches tall at maturity. The Association Board of Directors may permit, by written variance, pets weighing more than fifteen (15) pounds if the Board determines such a variance to be reasonable (i.e. such pet is of advanced age). An animal which is used by the Owner in connection with a disability may be exempt from the weight and height limitations. No pet shall be allowed in the Common areas or Limited Common areas unless leashed and curbed. Waste from pets outside on the grounds must be picked up and deposited in the Owner's toilet. Kitty litter must be emptied into the trash and may not be deposited in the toilets. Residents will be responsible for all damage to Common and Limited Common Element areas, including, but not limited to, landscaping, scratches or carpet stains. Pets of Owner's visitors and animals an Owner is "pet sitting" shall abide by the above guidelines.

ARTICLE VII**7.00 ASSOCIATION.**

- 7.10 UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND REGULATIONS.** All present and future Owners and occupants of the Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws, and the Rules and Regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into a lease, or the entering into occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant, or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.
- 7.20 DUTIES AND OBLIGATIONS.** All Unit Owners shall automatically become members of the Association and subject to its Articles of Incorporation, By-Laws, and Rules and Regulations adopted by it for the use, enjoyment and management of the Condominium. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements of the Condominium to the Association.
- 7.30 VOTING RIGHTS.** There shall be one (1) and only one (1) vote attributable to each Unit of the condominium in the affairs of the Association, subject however, to suspension as provided for in §8.60. If more than one person owns a Unit, each person shall be a member of the Association but shall only be allowed to vote his or her fractional interest. As provided in the definition of Unit Owner above, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dane County Register of Deeds office and a copy provided to the Association.

7.40 LIMITATIONS ON ACTIONS. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Unit Owners Association pursuant to its Articles of Incorporation or By-Laws as adopted, the Unit Owners Association shall not be entitled to do any of the following acts, except as provided by statute and this Declaration in cases of condemnation or substantial loss to the units and/or Common Elements of the Condominium, unless a majority of the first mortgagees and Unit Owners of the individual units shall have given their prior written approval:

- (a) By act or omission, seek to abandon or terminate the Condominium;
- (b) Partition or sub-divide any unit;
- (c) By act or omission, seek to abandon, partition, sub-divide, encumber, sell or transfer the Common Elements.

ARTICLE VIII

8.00 REPAIRS AND MAINTENANCE.

8.10 MAINTENANCE AND REPAIR OF UNITS. Each Unit Owner shall be responsible for the maintenance, repair, and appearance of the Unit and all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent of any repair cost is paid by the Association's insurance policy. Each Unit shall at all times be kept in good condition and repair. In the event any Unit or portion of a Unit falls into disrepair so as to create a dangerous, unsafe, unsightly, unkempt, or unattractive condition, or a condition that results or if left unattended might result in damage to the Common Elements, the Association may, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, correct such condition or make repairs as necessary and assess the Unit Owner the reasonable cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article 8.40.

- 8.20 MAINTENANCE AND REPAIR OF COMMON ELEMENTS.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, driveways, and parking areas.
- 8.30 RIGHT OF ENTRY BY ASSOCIATION.** The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible for making the emergency repairs necessary to prevent damage to any Common Element, Limited Common Element or another Unit. Prior notice to the Unit Owner shall be attempted, and the entry shall be made with as little inconvenience as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense.
- 8.40 COMMON EXPENSES AND SURPLUSES.** Expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be called "Common Expenses". The Common Expenses shall be charged to the Unit Owners of each Unit for which an occupancy permit has been issued according to the percentage of undivided interest of each in the Common Elements as set forth in Article 4.30. Any surpluses retained by the Association shall be called "Common Surpluses" and shall be added to the Association Reserve Account.

General Assessments are assessments levied annually by the Association and are charged on a monthly basis to fund the operating budget for Common Expenses and to maintain a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws. Any General Assessment not paid when due shall result in the owner's paying a fine each month from the date due until the payment and fines are paid in full, as set forth in the By-Laws and, together with collection costs and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed.

Special Assessments are assessments levied by the Association, whenever necessary or appropriate, against all Units to cover an unexpected, unbudgeted expense for which the General Assessments are inadequate, or against a particular Unit to remedy a default by the Unit Owner or for the collection of monies owed to the Association under any provision of this Declaration. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall result in the owner's paying a fine each month from the date due until the payment and fines are paid in full, as set forth in the By-Laws and, together with collection costs and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed.

A Unit Owner shall be personally liable for all assessments, or installments thereof, coming due while owning a Unit. Liability for assessments may not be avoided by waiver of the use and enjoyment of any Common Elements or by abandonment of the Unit so assessed. Any delinquent assessment, or installment thereof, shall result in the Unit Owner paying a fine each month from the date due until the payment and fines are paid in full. All partial payments on a delinquent account shall be applied first to the oldest charges.

Maintenance Cost or Damage Caused by Unit Owners. To the extent any cleaning, maintenance, repair, or replacement of all or any part of any Common Element, Limited Common Element, or Association Repair Item is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or any employee, guest, contractor, agent, or invitee of a Unit Owner or tenant or occupant of a Unit, the Unit Owner who committed the act or omission, or the Unit Owners of the Unit occupied by such tenant or occupant responsible for such employee, guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

- 8.50 REPAIR OR RECONSTRUCTION OF COMMON ELEMENTS.** In the event of damage or destruction to all or part of the Common Elements of the Condominium, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the Condominium unless the Unit Owners of a majority in interest in the Common Element and first mortgagees agree in writing that such repair or reconstruction should not take place. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be considered a Common Expense. Such repair or reconstruction shall be consistent with the design and decoration of the Condominium prior to damage or destruction and all plans for repair or reconstruction must be submitted to the membership of the Association prior to the commencement of construction for review and approval.

In the event of damage or destruction to the Condominium and the existence of insurance proceeds sufficient to repair or rebuild the premises, the Association shall proceed to repair the damage or destruction and shall restore the Condominium, as nearly as possible, to the condition in which it existed prior to the damage or destruction and such that it is compatible with the remainder of the Condominium.

In the event of damage or destruction to the Condominium and insufficient insurance proceeds to repair the damage to rebuild the premises to its former condition, the Association shall assess any excess of the costs of repair or rebuilding over the insurance proceeds as Common Expenses against the Unit Owners, unless seventy-five (75) percent or more of Unit Owners having seventy-five (75) percent or more of the votes consent in writing to remove the property from Chapter 703 of the Wisconsin Statutes and partition and sell it. If the property is sold, the net insurance proceeds and sale proceeds shall be distributed in proportion to the respective Unit Owners percentage interest in the Common Elements after first paying all the valid debts and liabilities of the Association attributable to the loss.

- 8.60 SUSPENSION OF VOTING RIGHTS.** If any assessment is delinquent the Board will suspend the voting rights of the delinquent Unit Owner. If any Unit Owner is in default and a "Statement of Condominium Lien" as described in the Condominium Ownership Act has been recorded against a Unit, the Board shall suspend the voting rights of the Unit Owner. Upon suspension of voting rights, the Board shall follow the procedure outlined in Article 6.86 of the By-Laws.

- 8.70 ELEVATORS.** Repairs and maintenance of the elevators is the exclusive responsibility of the Association, which at all times shall contract to maintain such elevators for full repair and maintenance coverage. The Association is authorized to act on behalf of such Unit Owners to maintain and repair the elevator and assess such specific costs to such Unit Owners.

ARTICLE IX

9.00 INSURANCE.

- 9.10 PROPERTY INSURANCE.** The Association shall obtain and maintain fire, casualty, and extended coverage insurance for the buildings and property, insuring them against loss or damage by fire and other hazards for not less than the full replacement value of the Condominium (that is, Common Elements and Limited Common Elements and the Unit as constructed less any personal property or finishes added by the Unit Owner). The Association shall be the named insured with Unit Owners and the mortgagees of Units as additional insureds.
- 9.20 LIABILITY INSURANCE.** The Association shall obtain and maintain general and umbrella liability insurance against claims commonly insured against and in such amounts as the Association shall deem suitable; provided, however, that the minimum limits for bodily injury and property damage shall be ONE-MILLION DOLLARS (\$1,000,000). The policies shall include standard coverage for the errors and omissions of Association Directors and Officers. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.
- 9.30 FIDELITY INSURANCE.** The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

- 9.40 UNIT OWNER'S INSURANCE.** Maintenance of insurance by the Association shall not relieve or prohibit Unit Owners from maintaining insurance with limit in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage's on their personal property, Units, and Limited Common Elements appurtenant to such Units.
- 9.50 ADMINISTRATION.** Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. Each Unit Owner(s) is responsible for personal property insurance on contents of their respective Unit.
- 9.60 DISBURSEMENT.** Insurance proceeds derived from fire and other hazards insurance shall first be disbursed by the trustees for the repair or restoration of the damaged Unit, the Common Elements and then for the repair of the Limited Common Elements. Neither Unit Owners nor mortgagees shall be entitled to receive payment of any portion of such insurance proceeds unless and until the Association has determined not to rebuild, as provided in §8.50 above, or a court of competent jurisdiction has ordered the partition of the condominium property, or there is a surplus of insurance proceeds after complete restoration or repair of the Units, Common Elements and Limited Common Elements.

ARTICLE X

10.00 Left intentionally blank.

ARTICLE XI

- 11.00 RESIDENT AGENT.** The name and address of the Resident Agent under Section 703.23 of the Wisconsin Statutes is Broihahn Management and Consulting., L.L.C, 6200 Gisholt Drive, Suite 104, Madison, Wisconsin 53713. The Resident Agent may be changed by the Association in any manner permitted by law.

ARTICLE XII

- 12.00 AMENDMENT.** This Declaration may be amended by the affirmative vote of Unit Owners holding not less than sixty-seven (67) percent of the voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit and shall not be effective until recorded in the office of the Register of Deeds for Dane County, Wisconsin.

ARTICLE XIII

13.00 MISCELLANEOUS AND GENERAL PROVISIONS.

- 13.10 SEPARATE TAXATION.** Every Unit and its percentage interest in the Common Elements and Limited Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law including, but not limited to, special ad valorem levies and special assessments. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his/her proportionate share thereof in accordance with his/her respective percentage of ownership in the Common Elements and Limited Common Elements.
- 13.20 UTILITIES.** Each Unit Owner shall pay for all utilities for his/her Unit, including but not limited to electricity and gas, which are separately metered or billed to each user by the respective utility or service company. Utilities which are not separately metered or billed, such as common water, shall be considered as part of the Common Expenses.
- 13.30 COMPLIANCE.** Each Unit Owner shall comply strictly with the terms of this Declaration and with the By-Laws and the Rules and Regulations adopted pursuant thereto, as either of the same are amended from time to time. Failure to comply shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved Unit Owner.
- 13.40 SEVERABILITY AND INTERPRETATION.** The invalidity of any provision of this Declaration or any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Declaration. The intent of this Declaration is to comply with Chapter 703 et. seq. of the Wisconsin Statutes (1991-92). It shall be liberally construed in favor of enforceability.

If any of the provisions of this Declaration, of the Association's Articles of Incorporation, of the Association's By-Laws, or of any Rules and Regulations adopted by the Association, or any portion thereof, shall be determined by a court of competent jurisdiction to be invalid, the invalid portion shall be stricken and the remaining portion shall remain and be interpreted in a manner which is consistent with the purpose and intention of this Declaration to the fullest extent permissible by the then applicable statutes and common law.

- 13.50 INTERPRETATION OF PLANS.** If there is any non-material variance between (a) any existing physical boundaries of any Unit, Common or Limited Common Element and (b) this Declaration or Condominium Floor Plan as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized modification, repair or reconstruction. However, in the event of a significant variance, the Condominium Floor Plan or Declaration shall control.
- 13.60 RULES AND REGULATIONS.** The Association may from time to time promulgate such reasonable Rules and Regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such Owner's Unit.
- 13.70 WARRANTIES.** No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.
- 13.80 NO RIGHT OF FIRST REFUSAL.** The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of the Association.

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14.00 SIGNATURES.

IN WITNESS WHEREOF, the undersigned, being the parties required to sign the amendment on behalf of the Association pursuant to the Declaration and the Condominium Ownership Act, hereby attest that the required consents and approvals for the Amendment were received, and therefore adopt the foregoing Amendment, known as the First Amendment to Declaration of Condominium for Conservancy Creek Condominium.

Dated this 28th day of March, 2006.

Delores S. Barber

Delores S. Barber
Association President

Linda L. Brown

Linda L. Brown
Association Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Signed and sworn to before me this 28 day of March, 2006.

Shelly Strain

Notary Public, State of Wisconsin

My Commission Expires 7-20-08



Drafted by
Ethan T. Miller

V30704P

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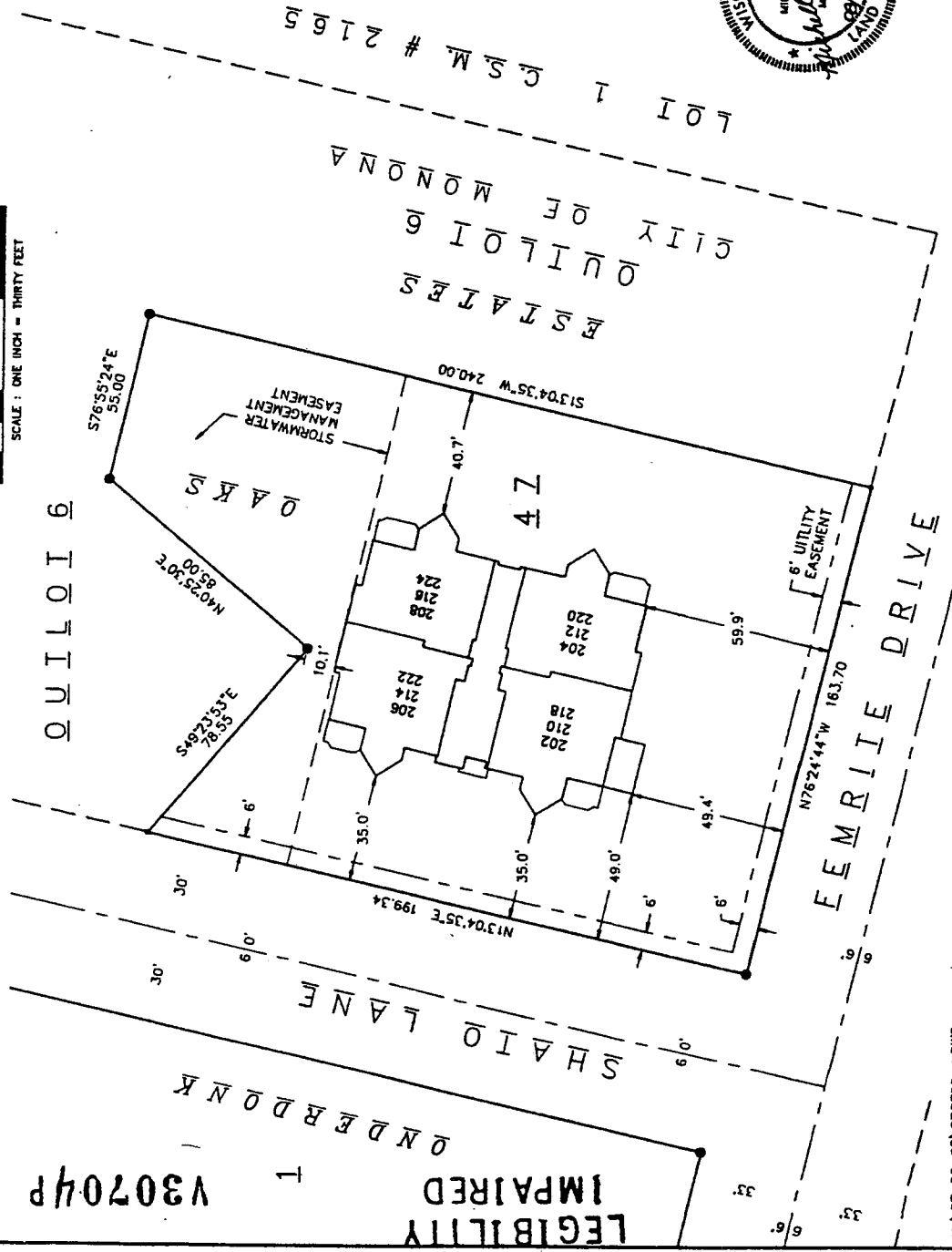
CONDOMINIUM FLOOR PLANS AND SITE PLANS

A Condominium Community

CONSERVANCY CREEK CONDOMINIUMS, A CONDOMINIUM PLAT

LOTS 1, 2 AND 47, ONDERDONK OAKS ESTATES AS RECORDED IN VOLUME 56-190B OF PLATS ON PAGES 595-597, AS DOCUMENT NUMBER 2609829, ALSO LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MONONA, DANE COUNTY, WISCONSIN.

LEGIBILITY IMPAIRED V30704P

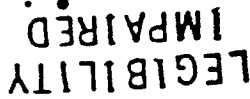


- LEGEND**
- 3/4" SOLID IRON ROD FOUND
 - 1-1/4" SOLID IRON ROD FOUND
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

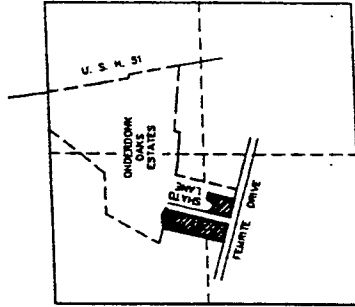
Mayo Corporation
 Consulting Engineers
 800 Grand Canyon Drive
 Madison, Wisconsin 53719
 (608) 833-0628

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V30704P



DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.



SE 1/4 OF SEC. 21
LOCATION MAP

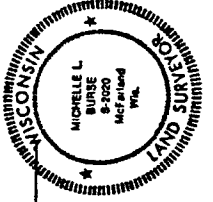
I, Michelle L. Burs, Registered Land Surveyor, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Lots 1, 2 and 47, ONDERDONK OAKS ESTATES as recorded in Volume 55-1908 of Plate on pages 595-597, as Document Number 2609829, Dane County Registry, also located in the Southeast Quarter of Section 21, Township 7 North, Range 10 East, City of Monona, Dane County, Wisconsin.

I further certify that such map correctly represents all exterior boundaries; that the living spaces are reproduced from plans furnished by the architect; and the locations of each unit and the common elements can be determined from the plat.

Signed this 30th day of August, 1995.

Michelle L. Bursae
Michelle L. Bursae, R.L.S. No. 2020



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Consulting Engineering
600 Grand Canyon Drive
Madison, Wisconsin 53719
(608) 833-0628

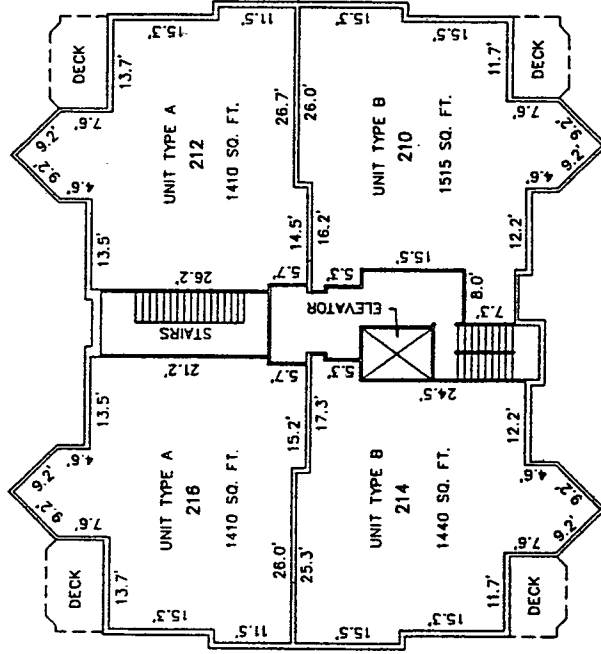
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SY-06-95
SHEET 3 OF 6

CONSERVANCY CREEK CONDOMINIUMS, A CONDOMINIUM PLAT

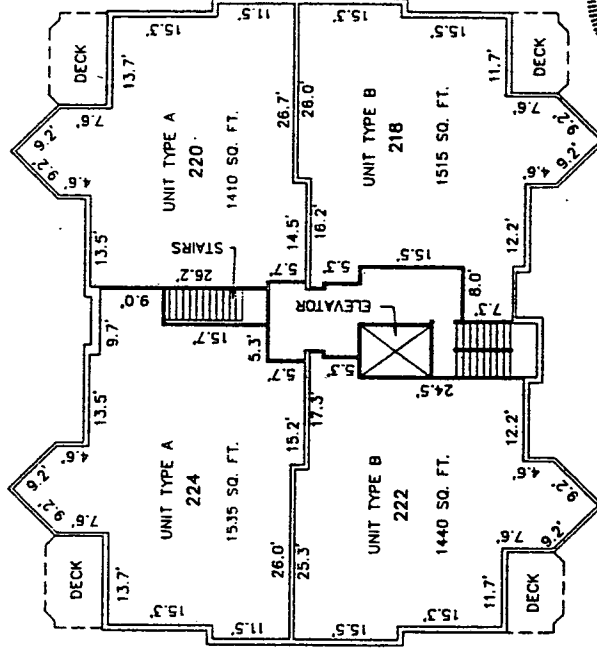
LOTS 1, 2 AND 47, ONDERDONK OAKS ESTATES AS RECORDED IN VOLUME 56-190B OF PLATS ON PAGES 595-597, AS DOCUMENT NUMBER 2609829, ALSO LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MONONA, DANE COUNTY, WISCONSIN.

"TYPICAL 12 UNIT BUILDING"



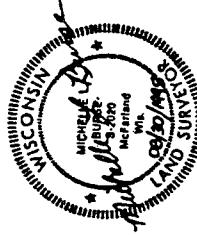
SECOND FLOOR PLAN

"TYPICAL 12 UNIT BUILDING"



THIRD FLOOR PLAN

NOTE : DRAWINGS NOT TO SCALE AND
UNIT AREAS ARE APPROXIMATE.



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LOTS 1, 2 AND 47, ONDERDONK OAKS ESTATES AS RECORDED IN VOLUME 56-190B OF PLATS ON PAGES 595-597, AS DOCUMENT NUMBER 2609829, ALSO LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MONONA, DANE COUNTY, WISCONSIN.

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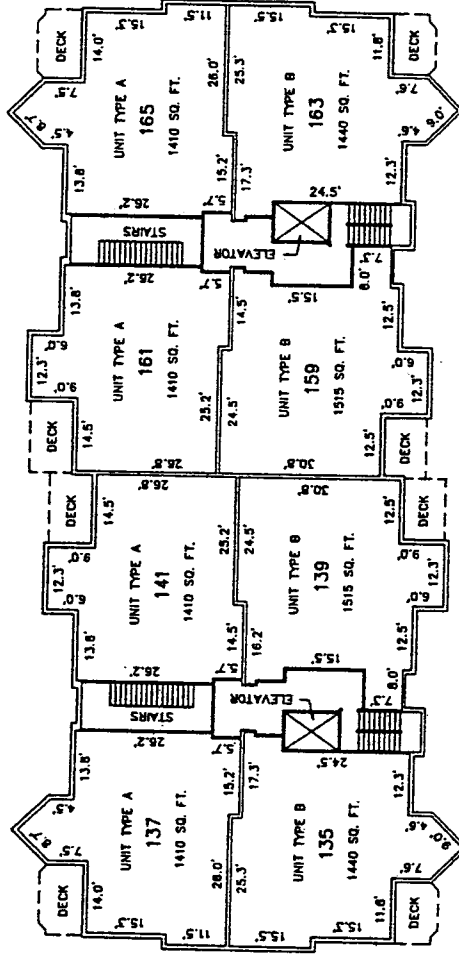
CONSERVANCY CREEK CONDOMINIUMS, A CONDOMINIUM PLAT

LOTS 1, 2 AND 47, ONDERDONK OAKS ESTATES AS RECORDED IN VOLUME 56--190B OF PLATS ON PAGES 595--597, AS DOCUMENT NUMBER 2609829, ALSO LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 10 EAST, CITY OF MONONA, DANE COUNTY, WISCONSIN.

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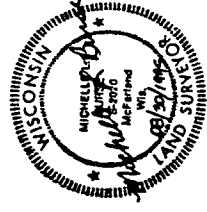
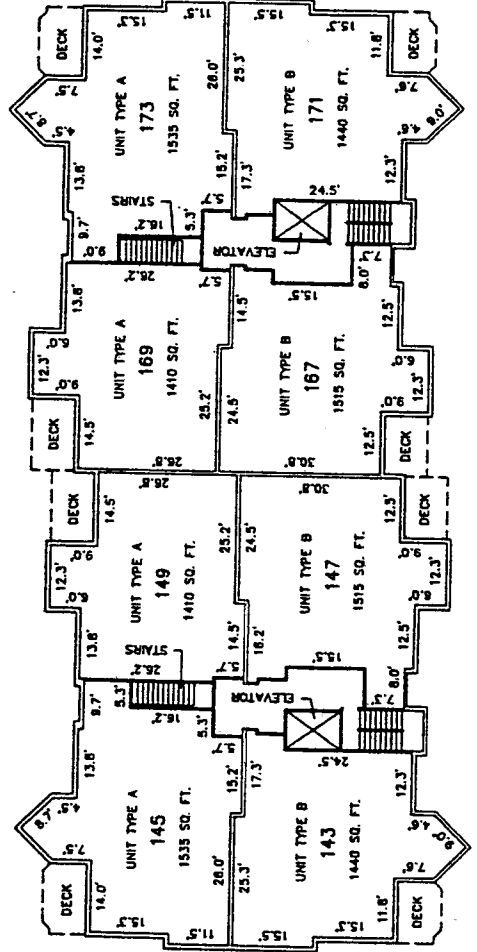
SECOND FLOOR PLAN



LEGIBILITY
IMPAIRED

NOTE : DRAWINGS NOT TO SCALE AND
UNIT AREAS ARE APPROXIMATE.

THIRD FLOOR PLAN



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Building One – First Floor

105	109
103	107

Shato Lane

Building One – Second Floor

113	117
111	115

Shato Lane

Building One – Third Floor

121	125
119	123

Shato Lane

Building Three – First Floor

181	183
177	179

Shato Lane

Building Three – Second Floor

189	191
185	187

Shato Lane

Building Three – Third Floor

197	199
193	195

Shato Lane