

SPRING BROOK GLEN CONDOMINIUM  
AMENDED AND RESTATED RULES AND REGULATIONS

Effective as of April 24, 2004, the Board of Directors (the "Board") of Spring Brook Glen Owners Association, Inc. (the "Association") adopted the following amended and restated rules and regulations for the Association:

1. Boat Storage.

(a) Definition of Boat. The term "boat" means any motorized or non-motorized watercraft, including, without limitation, a motorboat, sailboat, paddleboat, canoe, rowboat or kayak.

(b) Boat Storage Rules. No boat shall be parked or stored on a unit between December 1 and March 31. A boat may be parked or stored on a unit between April 1 and November 30 only if the boat is parked or stored on the unit's parking pad and not on the grass. A boat parked or stored on a unit may not be covered with a tarp or shrink wrap, but may be covered by a fitted boat cover.

(c) Fine. Upon a determination by the Board that a violation of the boat storage rules has occurred, the Board may, without limiting any other rights of the Association, impose a fine against the defaulting unit owner up to the amount of \$50 per day for the period during which the violation exists.

(d) Association's Right to Remove. The Association's right to remedy violations under Section 4(b) below shall include the right to remove a boat that is being stored in violation of the boat storage rules. If the Association elects to exercise such right, the Association shall provide the defaulting unit owner with a verbal or written notice to remove the boat. If the unit owner fails to do so within two days of the date that such notice is given, the Association may remove the boat and place it in storage. The Board may assess against the defaulting unit owner all costs that the Association incurs in connection with such removal and storage. The Association shall not be responsible for any damage to a boat that results from such removal or storage; provided, however, that the foregoing shall not apply to damage resulting from the gross negligence or wilful misconduct of the Association.

2. Leaf Raking Rule. As part of a unit owner's obligation to maintain its unit in a neat and orderly condition, substantially all of the leaves on the ground of a unit shall be raked and disposed of by the unit owner.

3. Additions to Park Model Homes.

(a) General. In addition to the 399 square foot auxiliary structure permitted by Section 12.03(J) of the Condominium Declaration, a unit owner may construct an addition onto a park model home if the unit owner receives the written approval of the Board pursuant to this Section 3. Any such addition may have a floor area not to exceed 600 square feet, shall use a roof line that matches the park model home, and shall comply with all applicable lot set back requirements. No addition shall be constructed on a unit except in conformance with plans and specifications approved in writing by the Board.

(b) Procedure for Requesting Approval. Any unit owner desiring to construct an addition shall submit to the Board, for its written approval, construction plans and specifications for the addition. The plans and specifications shall include a description of the addition's style and color, a description of the materials to be used, a site plan showing the location of the addition, and such other information as the Board may deem necessary.

(c) Standards. The Board shall have the right to reject any plans and specifications, in the judgment and sole opinion of the Board: (i) are not in conformity with any of the restrictions set forth in the Condominium Declaration, the Articles of Incorporation of the Association, the by-laws of the Association, or these Rules and Regulations (collectively, the "Governing Documents"); (ii) are not desirable for aesthetic reasons; or (iii) are not in harmony with the park model home.

(d) Liability of the Board. The Board and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans and specifications, whether or not defective; or (ii) the construction or performance or any work, whether or not pursuant to approved plans and specifications.

4. Fines for Noncompliance.

(a) Fines for Noncompliance. Upon a determination by the Board that a unit owner is in violation of any provision of the Governing Documents, the Board may, without limiting any other rights of the Association, impose a per diem fine against the defaulting unit owner for the period during which the violation exists.

(b) Association's Right to Remedy. If a unit is not being maintained as required by the Governing Documents, the Association may take such measures as it deems necessary to bring the unit into compliance with the Governing Documents, including, without limitation, removing items being stored on a unit in violation of the Governing Documents. The Board may assess against

the defaulting unit owner all costs that the Association incurs in connection with bringing the unit into compliance with the Governing Documents, including, without limitation, storage costs for items that were removed from a unit because the items were being stored on the unit in violation of the Governing Documents. The Association shall not be responsible for any damage that results from actions taken pursuant to this Section 4(b); provided, however, that the foregoing shall not apply to damage resulting from the gross negligence or willful misconduct of the Association.

(c) Treatment of Fines and Costs. All fines imposed and costs of remedy assessed on a defaulting owner shall constitute a special assessment against the defaulting unit owner and if unpaid may be foreclosed against the defaulting unit owner's unit in accordance with the by-laws of the Association.

5. Prior Rules and Regulations. These amended and restated rules and regulations supercede and replace the rules and regulations adopted on October 4, 2004.

Dated this 24<sup>th</sup> day of April, 2004

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**SPRING BROOK GLEN  
CONDOMINIUM  
Wisconsin Dells, Wisconsin**

Declarant: Julidar Corporation  
420 Birchwood Road, Box 1  
Wisconsin Dells, WI 53965

Agent: Julidar Corporation  
420 Birchwood Road, Box 1  
Wisconsin Dells, WI 53965

**DISCLOSURE MATERIALS**

**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.**

September, 1999

## INDEX TO DISCLOSURE MATERIALS

In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a Unit in Spring Brook Glen Condominium and contains the following documents and exhibits:

1. **Declaration.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 1.
2. **First Amendment to Declaration.** The first amendment to the Declaration recorded on May 26, 1993, begins on page 59.
3. **Second Amendment to Declaration.** The second amendment to the Declaration recorded on October 29, 1993, begins on page 64AA.
4. **Third Amendment to Declaration.** The third amendment to the Declaration recorded on April 19, 1994, begins on page 64F.
5. **First Supplement and Fourth Amendment.** The First Supplement and Fourth Amendment to the Declaration begins on page 64H.
6. **Fifth Amendment to Declaration.** The Fifth Amendment to the Declaration begins on page 64O.
7. **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 65.
8. **By-Laws.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 72.
9. **Management or Employment Contracts.** Certain services may be provided to a condominium through contracts with individuals or private firms. Water is supplied to the Condominium Association pursuant to the terms and conditions of a water supply agreement between Julidar Corporation and the Owner's Association dated February 5, 1996, a copy of which agreement begins on page 85.

Also, there is a service agreement between Julidar Corporation and the Owner's Association dated August 1, 1997, pertaining to certain services to be provided by Julidar to the Association. A copy of this agreement begins on page 92.

**10. Annual Operating Budget.** The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is on page 84.

**11. Leases.** None. Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases to date involving Spring Brook Glen Condominium.

HOWEVER, the Declarant is the owner of two lake access areas, a picnic pavilion, an outdoor swimming pool, playground, recreation Hall, basketball court, walking trails and foot bridges ("the recreational amenities") on lands owned by the Declarant. The recreational amenities are totally independent of Spring Brook Glen Condominium, but are available to unit owners who choose to purchase annual memberships pertaining to their use of such facilities. The recreational amenities are also available for use by the Declarant its guests and invitees, including prospective purchases, who are invited by the Declarant, the Declarant's employees, registered camper customers of the Declarant and other members of the general public.

All of the recreational amenities are owned by the Declarant and are not located on the common elements. The Declarant does not anticipate transferring them at any time, but may do so at its sole discretion by subjecting them to the condominium declaration and making them part of the common elements. However, there is no assurance that such transfer will ever take place.

THE RECREATIONAL AMENITIES ARE TOTALLY INDEPENDENT FROM SPRING BROOK GLEN CONDOMINIUM AND ARE NOT MENTIONED IN THE CONDOMINIUM DOCUMENTS. OWNERS OF UNITS IN SPRING BROOK GLEN CONDOMINIUM HAVE NO RIGHTS TO USE THE RECREATIONAL AMENITIES BY VIRTUE OF OWNERSHIP OF UNITS IN SPRING BROOK GLEN CONDOMINIUM. FURTHERMORE, THE UNIT OWNERS HAVE NO OWNERSHIP INTEREST IN THE RECREATIONAL AMENITIES AND MAY NEVER HAVE ANY OWNERSHIP INTEREST IN THE RECREATIONAL AMENITIES, UNLESS AND UNTIL THE DECLARANT, IN ITS SOLE DISCRETION, SHOULD SUBSEQUENTLY SUBJECT THE RECREATIONAL AMENITIES TO THE CONDOMINIUM DECLARATION AND MAKE THEM PART OF THE COMMON ELEMENTS.

THE DECLARANT MAY OR MAY NOT, IN ITS SOLE DISCRETION, OPERATE THE RECREATIONAL AMENITIES. THIS DISCLOSURE AS TO INTENDED PLANS SHALL NOT BE DEEMED TO PLACE ANY OBLIGATION WHATSOEVER

UPON THE DECLARANT, OR ITS SUCCESSORS AND ASSIGNS, TO OWN OR OPERATE THE RECREATIONAL AMENITIES, AND NOTHING CONTAINED HEREIN SHALL BE DEEMED TO GRANT OR CREATE A RIGHT IN ANY UNIT OWNERS UNDER THE DECLARATION WITH RESPECT TO OPERATION OR PARTICIPATION IN THE RECREATIONAL AMENITIES.

THE WELL AND PRESSURE TANKS SERVING UNITS 151-186 IS LOCATED ON LANDS OWNED BY THE DEVELOPER. THE PROPERTY OWNERS ASSOCIATION HAS ENTERED INTO AN AGREEMENT WITH THE DEVELOPER, WHICH AGREEMENT PROVIDES THAT THE DEVELOPER WILL FURNISH WATER TO THE ABOVE UNITS AT NO COST TO THE ASSOCIATION UNTIL SUCH TIME AS A MUNICIPAL WATER SYSTEM IS EXTENDED TO SAID UNITS, THE WELL AND PRESSURE TANKS ARE CONVEYED TO THE ASSOCIATION, OR THE DEVELOPER PROVIDES AN ALTERNATIVE WELL AND PRESSURE TANKS FOR THE ABOVE UNITS. A COPY OF THE WATER SUPPLY AGREEMENT BEGINS ON PAGE 85.

**12. Expansion Plans.** The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page 45.

**13. Condominium Plat.** The Declarant has provided a condominium plat of the units being offered for sale and a map of the condominium which shows the location of the units and all facilities and common elements which are part of the condominium. The original maps begin on page 57. The amended maps begin on page 71C.

**14. Declaration of Cross-Easements.** The Declaration of Cross-Easements, as amended by the Supplement to Declaration of Cross Easements, provides that the owners of units within Spring Brook Glen can use the private roads that serve the Spring Brook Falls and Spring Brook Shores developments, and that the owners of lots within these developments can use the private roads within Spring Brook Glen.

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CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
SPRING BROOK GLEN CONDOMINIUM CAMPGROUND

THIS DECLARATION IS MADE PURSUANT TO THE Condominium Ownership Act, of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("the Act"), this 8th day of January, 1993, by Julidar Corporation, a Wisconsin corporation ("Declarant").

SECTION 1

STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereunder described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real estate described in Section 2.01 hereof, except as to easement areas specified therein, together with all buildings and improvements thereon ("the property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provision, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its

successors and assigns, and to all parties hereunder having any interest in the property.

**SECTION 2**

**LEGAL DESCRIPTION AND EASEMENTS**

**2.01 Description of Land.**

The following described real estate, also described as Phase I in the Condominium Plat attached hereto is hereby subjected to the provisions of this Declaration:

Part of the SW 1/4-SW 1/4, Section 17 and part of the NW 1/4-NW 1/4, Section 20, T13N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 503.36 feet; thence S68°40'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S85°10'E, 435.48 feet to the point of beginning; thence S85°10'E, 189.28 feet; thence N21°00'E, 38.95 feet; thence S64°00'E, 346.76 feet; thence S74°30'E, 128.69 feet; thence S28°30'W, 209.49 feet; thence S22°00'W, 166.46 feet; thence N80°00'W, 30.67 feet; thence S20°00'W, 80.00 feet; thence N80°00'W, 92.52 feet; thence N62°00'W, 231.93 feet; thence S9°30'E, 17.52 feet; thence N86°50'W, 30.75 feet; thence S9°30'E, 90.93 feet; thence N84°00'W, 156.22 feet; thence N25°00'W, 104.81 feet; thence N6°00'W, 152.80 feet; thence N14°40'E, 171.35 feet; thence N26°30'E, 140.28 feet to the point of beginning. Said parcel contains 6.99 acres.

**TOGETHER WITH** non-exclusive easements and right-of-way for the benefit of the property described above, for purposes of vehicular and pedestrian access, and ingress and egress to, from and between the above described property and Birchwood Road, as shown on Condominium Plat, attached hereto, over, upon and across the following described property:

A parcel of land located in SW 1/4-SW 1/4, Section 17, T13N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along said section line,

32.21 feet, also lying within said right-of-way of Birchwood Road; thence S68°40'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S85°10'E, 435.48 feet; thence S26°30'W, 32.28 feet; thence N85°10'W, 409.47 feet; thence S44°30'W, 104.66 feet; thence N68°40'W, 165.98 feet to the point of beginning. Said parcel contains 0.473 acres.

PROVIDED, and the foregoing easement is granted upon the condition, that the Spring Brook Glen Owners Association, Inc., and each owner of a condominium unit in Spring Brook Glen Condominium Campground by acceptance of a Deed to any unit, agrees to be responsible for repair, restoration, reconstruction, resurfacing, cleaning, snow and ice removal, and all related or required maintenance pertaining to the said access road easement area, and agrees to indemnify and hold Declarant harmless with respect thereto and from all costs and expenses thereof.

THE FOREGOING EASEMENTS ARE NON-EXCLUSIVE, and are subject to the concurrent rights of the Declarant and their successors, assigns, lessees, licensees, guests, patrons and agents to use the easement areas in mutuality with owners of units in the Spring Brook Glen Condominium Campground. Declarant specifically reserves the right to make such use of the lands subject to the foregoing easements as will not unreasonably interfere with or prevent use thereof for the easement purposes specified. The uses made of such easement areas by Declarant shall not be, and are not hereby, otherwise limited or restricted.

The easements and rights herein granted shall be appurtenant to the subject property and may not be separated there-

from. No unit owner by virtue hereof shall have or possess any interest in the said easement areas which may be sold, conveyed, assigned or other wise transferred except in conjunction with the sale of a unit in the Condominium.

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

The foregoing easements shall remain in full force and effect for such time as the property and improvements known as Spring Brook Glen Condominium Campground remain dedicated to the condominium form of ownership in the manner provided by the Act and this Declaration.

2.02 Reservation.

Declarant expressly declares, reserves and excepts access and development easements from the lands subject to this Declaration for the benefit of, and as necessary in connection with, the development and use of lands owned by the Declarant, its successors or assigns, adjacent to or in the locale of the property subject to this Declaration, said adjacent or nearby lands being described generally as that part of Section 17 located to the West of Interstate Highway 90, Town 13 North, Range 6 East, in the Town of Delton, Sauk County, Wisconsin. Included in this reservation of easements are easements for purposes of access and rights-of-way across the lands and road-

ways subject to this Declaration for the benefit of the surrounding lands owned by Declarant, its successors and assigns, including certain adjacent and described lands in Section 21.02 of this Declaration which may be annexed to the Condominium; such easements shall be effective whether or not said land described in Section 21.02 is ultimately developed as part of the Condominium. Each unit owner, by acceptance of any Deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto.

**SECTION 3**

**NAME**

The aforesaid real estate and all building, and improvements thereon and thereto shall be known as **SPRING BROOK GLEN CONDOMINIUM CAMPGROUND.**

**SECTION 4**

**INCREMENTAL DEVELOPMENT**

The Declarant intends to develop **SPRING BROOK GLEN CONDOMINIUM CAMPGROUND** in increments, so that in addition to the foregoing real estate and improvements submitted to the condominium form of ownership hereunder, Declarant may declare and annex to **SPRING BROOK GLEN CONDOMINIUM CAMPGROUND** certain

additional real estate and improvements, in the manner provided hereinafter. SPRING BROOK GLEN CONDOMINIUM CAMPGROUND may ultimately consist of one thousand two hundred (1,200) condominium units if all proposed annexations are accomplished. In the event such annexations are accomplished, the percentage of undivided ownership interest of each unit owner in the common areas will be changed to include additional unit owners and the addition property and improvements included in the condominium.

SECTION 5

DESCRIPTION AND OWNERSHIP

5.01 All units in the Condominium are intended for camping purposes only and not as year round residences. Said units are depicted on the plat attached hereto as Exhibit "A".

Each unit consists of a cubicle bounded on the sides by the parameters shown on the condominium plat, bounded by above a horizontal plane fifty (50) feet above the ground level and bounded by a horizontal plane fifteen (15) feet beneath ground level. The legal description of each unit shall consist of the identifying number of each unit and shall consist of the identifying number of each unit as set forth on the plat. Every Deed, lease, mortgage or other instrument may legally described a unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no unit owner, other than the Declarant shall, by Deed, plat, or otherwise, subdivide or in any

other manner cause his unit to be separated into any tracts or parcels different from the whole unit as shown on the plat.

5.02 Certain Structures Not Constituting Part of a Unit.

No unit owner shall own any pipes, wires, conduits, public or private utility lines, roadways, culverts or structural components running through his unit and serving more than his unit except as a tenant in common with all other unit owners.

SECTION 6

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

6.01 Association. The Spring Brook Glen Owners Association, Inc., a Wisconsin non-stock corporation.

6.02 Board. The Board of Directors of the Spring Brook Glen Owners Association, Inc., a Wisconsin non-stock corporation.

6.03 Campsite. An area designated on a unit which is intended for occupancy and use in accordance with the restrictions and provisions set forth in the Declaration.

6.04 Common Elements. All of the condominium except its units.

6.05 Occupant. Person or persons other than a unit owner in possession of a unit.

6.06 Parking Area. That part of the Common Elements provided for parking automobiles, trailers and other vehicles, as delineated on the plat as "Parking" or "Parking Area".

6.07 Person. An individual, corporation, partnership, trustee or other legal entity capable of holding title to real property in Wisconsin.

6.08 Recreational Vehicle. A self-contained vehicular type unit initially designed as temporary living quarters for recreational camping, or travel use, which either has its own motor power or is drawn by another vehicle. For purposes of this Declaration, said parcel includes only the following:

a. "Travel Trailers". A vehicular unit mounted on wheels initially designed and constructed to provide temporary living quarters for recreational, camping or travel use having a maximum area of less than 400 square feet and used as a temporary dwelling for travel, recreation, vacation or other uses. This term shall include fifth wheel type units.

b. "Motor Homes". A vehicular unit built on self-propelled motor vehicle chassis, initially designed and manufactured to provide temporary living quarter for recreational, camping or travel use.

c. "Park Model Home". A factory made recreational unit with a factory installed shingled roof having a floor area of not less than 350 square feet and a maximum floor area of 399 square feet.

The term "recreational vehicle" shall include the above described vehicles but shall not include pop-up campers, crank-up trailers, truck campers, tents or homemade conversion units of

any kind. Only factory made units shall meet this definition. In addition, this definition may be expanded by the Declarant to include other recreational types of accommodations developed to provide temporary shelter for occupants of the property.

6.09 Storage Buildings. A structure used for the storage of miscellaneous individual items of personal property belonging to the unit owners and located on a unit and subject to the rules and regulations as to its size, location, design and color, and so forth, hereinafter set forth.

6.10 Unimproved Land. Land together with improvements on it or improvements without the underlying land. The property may consist on non-contiguous parcels or improvements.

6.11 Unit. A part of the property intended for independent use, and which is one or more cubicles of air or parts thereof designated as a unit on the plat hereof, and more particularly described in Section 5.01 above.

6.12 Unit Owner. A person or combination of persons, partnership or corporation, holding full or fractional legal title to a condominium unit or equitable ownership as a Land Contract Vendee.

## SECTION 7

### COMMON ELEMENTS AND FACILITIES

#### 7.01 Description.

Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the declared and

private property except the units. Without limiting the generality of the foregoing, the Common Elements shall include all of the remaining land not specifically designated as units, septic and sewage systems and all their component parts, the water system and all its component parts, outside walks and driveways, streets, park areas, nature areas, sidewalks, landscaping, entrances and exits, parking area, outdoor lighting facilities, pipes, culverts, conduits, wires and other utility installations.

7.02 Easements.

Easements are hereby granted and declared for the benefit of the unit owners and the Association for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or units.

SECTION 8

LIMITED COMMON ELEMENTS

8.01 Description. A portion of the common areas and facilities are designated as "limited common elements", as shown, in part, in the Condominium Plat of Spring Brook Glen Condominium Campground. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common elements shall be identified in the Condominium Plat.

8.02 Parking. Assigned and designated for the exclusive use

of each unit, as shown on the Condominium Plat.

8.03 Use. The manner of use of the limited common elements shall be governed by the By-Laws of and such rules and regulations as may be established by, the Association, and no unit owner shall alter, remove, repair, decorate, landscape or adorn any limited common element or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes shall be made by any unit owner to any of the limited common areas without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

SECTION 9

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

9.01 Membership: Every Unit Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured

by a lien on a Unit.

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

A. Class A - Class A members shall be all Unit Owners, with the exception of the Declarant, and shall have one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

B. Class B - Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to

Class A membership on the occurrence of either of the following events:

(1) When the total votes outstanding in Class A membership equals or exceed the total outstanding votes in Class B membership.

(2) Ten (10) years from the date of recording this Declaration.

The Declarant shall be entitled to reinstatement as a Class B member of the Association at the time of each expansion of the Condominium as provided in Section 21 herein. In such event, Declarant shall be entitled to all of the rights and privileges of Class B membership, including three (3) votes for each Unit owned by it. Each such reinstatement of Class B membership shall terminate when the total votes outstanding in Class A membership again equal or exceed the total votes outstanding in Class B membership.

A Unit Owner against whom the Association has recorded a statement of condominium lien on the person's Unit who has not paid the amount necessary to release the lien at the time of a meeting shall not be permitted to vote at any meeting of the Association during the period of such time such amount remains unpaid.

3. Supplement: The provisions of this Section are to

be supplemented by the Articles of Incorporation and the By-Laws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

**SECTION 10**

**PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS**

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

The percentage of such undivided interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by the value of the number one (1) divided by the number forty-three (43).

The percentage of such ownership of the common elements and facilities and limited common elements shall be subject to change and adjustment in the event of annexation of additional properties and improvements to the condominium, in the manner provided in Section 21 herein.

## SECTION 11

## RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

11.01 The Common Elements: The Association, subject to the rights of the Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Without in anyway limiting the foregoing, this shall include all painting, repair and maintenance of building exteriors, signs, lighting, walls and roofs, maintenance of water and sewer lines, walks, drives and access roads, and maintenance and repair of all landscaping and recreational areas.

11.02 Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association, or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection and other common services to each Unit.

11.03 Personal Property For Common Use: The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Unit Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership in the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

11.04 Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The adoption and amendment of all rules and regulations shall be subject to approval by a two-thirds (2/3) majority vote of the membership.

11.05 Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## SECTION 12

## COVENANTS AND RESTRICTIONS AS TO USE, OCCUPANCY AND REPAIR

12.01 Intent of Covenants and Restrictions.

The covenants and restrictions herein shall apply in their entirety to any units which are sold in the Spring Brook Glen Condominium Campground. It is further the intent of these covenants and restrictions that no part of the property shall be used for other than camping and other recreational purposes in which the property was designed. Each unit shall be used as a campsite for a single family.

The purchase of a unit shall constitute acceptance of the covenants and restrictions and shall acknowledge a willingness to abide by them. The covenants hereafter run with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and any unit owner, purchaser or any other person having an interest in the property, or any part of portion thereof.

12.02 Unit Use.

a. The unit, and any recreational vehicle located on a unit, shall not be occupied more than four (4) continuous months in a twelve (12) month period and no unit nor any recreational vehicles located on a unit shall be utilized as a permanent abode or a legal place of residence.

b. Units are to be used for camping purposes only.

Recreational vehicles shall be located on these units for that purpose. The recreational vehicles located on the units shall be used by the unit owner, his family, guests, invitees, or lessees of the unit with his permission. Only recreational vehicles which meet the definition of a recreational vehicle as set forth herein shall be allowed on a unit.

c. Nothing shall be done or kept in any unit, or in the common elements which will increase the rate of insurance on the property without prior written consent of the Board.

d. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the property, or which would be in violation of the law.

e. Each unit owner shall be responsible for his own insurance for his recreational vehicle or structures and the contents located therein, and his appurtenances, additions and improvements thereto, and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the property and personal liability all to the extent not covered by fire and liability insurance for all the unit owners obtained as part of the common expenses.

f. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements, except customary household pet acceptable to the Association. Pets must be kept under the control of their unit

owners at all times, must be kept in the vehicle after dark, and must never be left unattended outside the recreational vehicle located on the unit. All dogs must be kept on a leash not more than ten (10) feet long. Pet owners are responsible for cleaning up all pet droppings anywhere on the property, including the pet owner's unit. The Association shall have the right to require removal of animals which are unruly, loud, or misbehave from the condominium, and shall further have the right to impound unleashed animals and add any boarding charges to the pet owner's maintenance assessment. All animals shall have current proof of rabies inoculation, where applicable. No outside dog houses shall be allowed.

g. No noxious, offensive, boisterous or illegal activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other unit owners or occupants.

h. There shall be quiet hours each day from 11:00 p.m. until 8:00 a.m. the following morning. During this time, noise and activities which would tend to disturb other unit owners or occupants shall be kept to a minimum.

i. No industry, business, club, trade, association, occupation or profession of any kind, commercial, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any unit or RV or common

elements.

j. There may be placed within the unit such items of personal property as are normally used in connection with recreational camping, including by way of example, picnic tables, folding chairs and grills. However, the Board shall have full discretion in determining whether or not such property is aesthetically compatible and acceptable for the condominium and may require its immediate removal if it is not found to meet this standard.

k. No more than one recreational vehicle may be parked in any unit. Recreational vehicles may only be occupied when located on a unit.

l. All recreational vehicles shall be capable of being moved at any time subject to the disconnection of utility services. Wheels may not be removed from the recreational vehicle nor any structure affixing the recreational vehicle to the ground be built.

m. Water, electric and sewer connections may be used only to serve the unit for which they are a part and may be connected only through approved hook-up procedures to a recreational vehicle parked at a unit. There shall be no individual wells or septic systems allowed on any unit.

n. Unit owners shall be responsible for keeping and maintaining their unit, unit improvements and personal property located thereon, including the recreational vehicle in a safe,

neat, clean, sanitary and orderly condition. This shall include the cutting and trimming of all lawn and grasses. Unit owners are further responsible for the trimming and upkeep of all shrubs and trees so as not to have said shrubs and trees cause a nuisance to other unit owners or a nuisance on the common elements. If any lawn or grass area exceeds four (4) inches or if in the discretion of the Board, any tree or shrub causes a nuisance as prohibited herein, the Board may cut or trim the same and charge the cost thereof to the offending unit owner.

o. Personal property shall be stored on an approved patio, deck or storage building when a unit is unoccupied for more than one (1) day.

p. A fire extinguisher is required to be kept in each recreational vehicle. This extinguisher must be of a size and capacity approved by the Board.

q. No recreational vehicle may be placed on any unit except on the pad provided for that purpose.

r. Unit boundary markers shall not be removed or damaged.

s. Garbage or rubbish must be disposed of using the strategically located containers. No hot coals shall be dumped in any of said containers, garbage, rubbish, leaves, etc., may not be burned but must be disposed of as required herein. Refuse may be stored on any unit in uniform garbage cans while the unit is being occupied; however, if the unit or occupant shall leave

the unit for an extended period, the garbage and rubbish must be removed to the strategically located containers.

t. Not more than three (3) allowable motorized vehicles, exclusive of a recreational vehicle, shall be allowed on any unit at one time.

u. Guests are permitted to stay on a unit. Up to six (6) guests will be allowed at the unit or campsite located within a unit without a permit and with no guest fee. If there are over six (6) guests staying at a unit at any one time, the unit owner shall be required to obtain a permit from the Board. The unit owner requesting additional guests shall be required to pay reasonable guest fee for each guest that exceeds six (6). In addition, there may be an additional fee charged for the use and enjoyment of the amenities, if any, by any guest. Guests are the responsibility of the unit owner and must adhere to all applicable rules and regulations set forth by the Board, as well as all covenants and restrictions set forth in this Declaration.

v. There shall be no hunting allowed upon the property unit nor shall any weapon, of any kind whatsoever, be discharged or fired upon the property.

12.03 Unit Improvement.

A. In general: There may be no improvement to any unit which in any manner hinders the use of another unit or the common elements of the Condominium or which in any way interferes with the provision of services to any unit or in any way reduces,

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adds to or alters any screening requirements. Recreational vehicles located on a unit shall, at all times, be maintained in a good state of repair and condition. The Board shall have the authority to determine the acceptability and the state of repair and condition of any recreational vehicle. In the event a recreational vehicle is not acceptable to the Board, said recreational vehicle shall not be allowed on a unit.

B. Contour Improvements. There shall be no contour improvements made of any unit other than by the Declarant without Board approval.

C. Trees, Shrubs and Flowers. Trees, shrubs and flowers may be planted on any unit. Such plantings shall be esthetically compatible with the condominium property, as determined by the Board and shall not create a nuisance or infringe on any other unit, or the common elements.

D. Black Topping of Gravel Recreational Vehicle Pad. The pad upon which the recreational vehicle is to be located may be improved with black top or concrete. The size of the pad shall not be increased from its original size except by the Declarant or approved by the Board.

E. Fences. Fences shall be allowed but must be a split rail type not to exceed four (4) feet in height and must not have more than two (2) rails. The design and color of such fences must be approved by the Board.

F. Gardens. There shall be no gardens allowed on any

unit.

G. Fire Pits. There shall not be more than one (1) fire pit per unit. Fire pits shall be of a uniform size and construction and approved by the Board of Directors. Fire pits shall not be located closer than fifteen (15) feet from any unit boundary. Fires must be totally extinguished when not personally attended. Fires must be kept at least twenty (20) feet away from L.P. gas storage facilities.

H. External Lights. Permanent external lighting is allowed providing that it shall not create a nuisance to any other unit owners.

I. Storage Buildings. Unit owners may have on their unit one (1) storage building. All storage buildings shall have a floor dimension of six (6) feet by eight feet or eight (8) feet by ten (10) feet. Storage buildings shall be approved by the Board as to their size, width, exterior design and color with the intention being that all storage buildings shall be near uniform height, size, color and exterior design.

J. Screened Enclosures. Unit owners may erect on their unit a screened enclosure or a similar type of auxiliary structure for individual use as a porch or a patio. Such structures may have a floor area not to exceed three hundred fifty (350) square feet. The plans for all screened enclosures must be approved in writing by the Board and shall be of a similar color and design as to material and construction and

shall be built so as not to constitute a permanent structure.

K. Decks. Only wooden decks are permitted on a unit. The size, width, color and exterior design must first be approved by the Board prior to construction, with the intention being that all of said decks shall be of a near uniform height, size, color and exterior design, taking into consideration the topography of the unit upon which they will be located. The construction plans for all decks must be approved in writing by the Board and shall be of similar color and design as to material and construction.

L. Clotheslines. Clotheslines shall not be permitted.

M. Boundaries. No permanent improvement or recreational vehicle may be placed or located within five (5) feet of the boundary line of any unit, except in those circumstances where the unit boundary is contiguous to the common elements other than a roadway, and except as otherwise provided or limited herein.

N. Other Limitations. All improvements to any unit other than natural plantings must be factory constructed and no homemade or individually designed improvements shall be allowed unless the plans are approved by the Board with the exception of improvements located on the units initially sold by the Declarant. Improvements may be of a prefabricated type and if constructed on site, must be completed in a workmanlike manner.

O. Auxiliary Tents. One (1) auxiliary tent shall be

allowed on each unit. This tent may be used only as an auxiliary structure and must be disassembled when the unit is not occupied.

Section 12.04 Repairs and Maintenance. Each unit owner shall be responsible for keeping his unit in good repair and in a clean and sanitary condition and shall be responsible for maintaining a good appearance of the unit, all as is more fully set forth in the By-Laws of the Association.

### SECTION 13

#### COVENANTS AND RESTRICTIONS APPLICABLE TO COMMON ELEMENTS

13.01 The Common Elements must be kept clear and unobstructed at all times. No parking is allowed on the roadways.

13.02 The speed limit on all roadways in the campground shall be ten (10) miles per hours.

13.03 Cars, vans, light trucks, motor vehicles used to tow a recreational vehicle and street legal motorcycles shall be allowed in the property for the purpose of providing ingress and egress to the Condominium.

13.04 Motorcycles, mini-bikes and other motorized apparatus are not allowed to be operated or stored on the common elements or on a unit, except that such apparatus are allowed on the property if and only if stored on a trailer and placed in an approved parking area, and except that street legal motorcycles licensed for operation on the public highways and operated by a licensed driver may be used and parked in the same manner for the purpose of providing ingress and egress to the Condominium.

Snowmobiles are permitted but must be stored on a unit when not in use in such a manner as not to be esthetically offensive as determined by the Board. Snowmobiles shall only be operated on the common elements in the Condominium for the purposes of ingress and egress.

13.05 No allowable motorized vehicle of any type may be parked or located other than on the unit or in an approved parking area.

13.06 Boats and boat trailers may not be stored on any unit or the common elements except they may be stored in an approved parking area designated for the storage of boats and boat trailers.

13.07 Inoperable vehicles located anywhere within the Condominium shall be promptly removed by their unit owners.

13.08 No person may cut or remove any trees or vegetation from any common elements nor alter its existing topography and drainage, except by the Declarant. Portions of the common elements may be labeled "Common Element Green Belt". These areas are intended for the growth of trees and screening vegetation to act as a natural buffer between Campsites. The Board may permit trimming or removal of small vegetation adjacent to the units and located in the common elements, if necessary, for the reasonable use and enjoyment of the units.

13.09 There shall be no obstruction of the common elements nor shall anything be stored on the common elements without

prior consent of the Board.

Section 14

COVENANT FOR ASSESSMENTS

14.01 Agreement to Pay Assessment: Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for the annual assessments, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

14.02 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, to pay for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary, and to pay for the obligations of the Association under this Declaration.

14.03 Annual Assessments: The Board of Directors of the Association shall fix the annual assessment upon the basis provided above, provided however, that the annual assessment shall be sufficient to meet the obligations imposed by the Declaration.

14.04 Special Assessments: In addition to the annual as-

assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit and the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

14.05 Notice of Meetings: Written notice of any meeting called for the purpose of taking any action authorized under 14.04 above shall be sent to all members and any mortgagee who shall request such notice in writing not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast twenty-five (25%) percent of all of the votes shall constitute a quorum.

14.06 Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

14.07 Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to each unit on the first day of the month following conveyance of the unit to an owner who is not the Declarant.

The first annual assessment for a Unit shall be adjust-

ed according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

14.08 Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid when due, shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the Act until paid and may upon resolution of the Association bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Association for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the said lien against the property in like manner as a mortgage of real estate. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the permitted use of the Common Element, and the Association shall be entitled to the appointment of a receiver to collect the same. The Declarant and the Association may bid in the Property at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If the Association

has provided for collection for annual or special assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses thereunder shall be maintainable without foreclosing or waiving the lien securing the same.

14.09 Charges for Municipal Services. In the event that the municipality providing services to the units, including, but not limited to, sewer and/or water service, assesses the Declarant for such services rather than the Association or the unit owners, the Association and the unit owners shall have a joint and several obligation to reimburse the Declarant for the charges attributable to said services which are rendered to the individual units and the Association shall include such charges in their budget for purposes of determining the annual assessment as provided for in this section. In the event such charges are assessed by the municipality to the Association rather than the Declarant or individual unit owners, the Association shall include such charges in its budget for purposes of determining the annual assessment as provided for in this section.

SECTION 15

GENERAL COVENANTS AND RESTRICTIONS

15.01 Ingress and egress to the property shall be made only through the prescribed entrance way and in no circumstances shall ingress and egress be made to the Condominium by trespassing upon adjacent property.

15.02 No "For Sale" Or "For Rent" signs, advertising or other display shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined and permitted in writing by the Board; and except as to those rights hereinafter granted to the Declarant.

SECTION 16

SALE, LEASE OR OTHER ALIENATION

16.01 Intent. No unit owner other than the Declarant, its successors or assigns, shall at any time, sell, convey, lease, gift or give away any unit without first complying with the provisions hereinafter contained in this paragraph unless the recipient of said unit is related by blood or marriage to the unit owner, is a co-owner, a member of the partnership which is the unit owner, or a shareholder in a corporation which is the unit owner.

16.02 Right of First Refusal on Conveyance. No sale shall be made unless the Board is given no less than fifteen (15) days prior written notice of the terms of any proposed bona fide

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sale, as evidenced by a bona fide written document of purchase or sale, together with the name and address of the proposed purchaser. The Association shall, at all times, have the first right and option to purchase such unit upon the terms as evidenced by such bona fide document, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of the written notice of the proposed sale. If said option is not exercised by the Association within said fifteen (15) days, the unit owner may, at the expiration of said fifteen (15) day period and at any time within sixty (60) days after the expiration of said period, contract to sell such unit to the proposed purchaser named in such notice, but only to such purchaser upon the terms specified therein.

16.03 Involuntary Sale. In the event any unit ownership or interest herein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give fifteen (15) days written notice to the Board of his intention to do so, whereupon the Board shall have an irrevocable option to purchase such unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said fifteen (15) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders the required

sum of money to the purchaser within said fifteen (15) day period.

16.04 Exercise of Option. The Board shall not exercise such option unless and until it has notified the unit owners of its intent to exercise such option, which notice shall specify that written objections must be filed within ten (10) days after the date of the transmittal of said notice. If unit owners representing greater than twenty-five percent (25%) of all outstanding votes (excluding the affected unit) serve objections in writing to the exercise thereof within said ten (10) days, the option shall not be exercised.

16.05 Release or Waiver of Options. Upon the written consent of the Board, any of the options or rights of first refusal contained in this Section 16 may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this section may be sold, conveyed, leased, or given free and clear of the provision of this Section.

16.06 Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Section as hereinabove set forth have been met by a unit owner, or duly waived by the Board and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely thereon in good faith, and a certificate shall be furnished to any unit owner who has in fact complied with the

provisions of this section or in respect to whom the provisions of this section have been waived upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

16.07 Financing of Purchase Under Option. Except as otherwise herein provided, acquisition of unit ownerships or any interest therein under the provisions of this shall be made from the Maintenance Fund. If said Fund is insufficient, the Board shall levy an assessment applicable to each unit owner, which assessment shall become a lien and be enforceable in the same manner as provided in Section 14.08 hereof.

The members of the Board, in their discretion may borrow money, to finance the acquisition of any unit ownership or interest therein authorized by this section; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit ownership or interest therein to be acquired.

16.08 Title to Acquired Interest. Unit ownerships or interests therein acquired pursuant to the terms of this section shall be held of record in the name of the Association. Said unit ownerships or interest therein shall be sold or leased by the Board in such a manner as it shall determine without complying with any of the foregoing provisions relating to options or rights of first refusal.

16.09 Leasing of Units. All lessees occupying units in the Condominium shall be subject to all the terms and conditions,

rules and regulations set forth in this Declaration as well as the applicable and miscellaneous rules of the Spring Brook Glen Owners Association, Inc.

**17. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS.**

17.01 Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right to proceed as follows:

(a) To enter upon that part of the property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or their successors and assigns, or the Board, or its agents shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and be assessed against such defaulting unit owner, and shall be added to and deemed part of his respective share of the common expenses and the Board shall

have a lien for all of the same upon all of his additions and improvements thereto and upon all of his personal property in his unit or located elsewhere on the property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

17.02 Involuntary Sale. If any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board and such violation shall continue for thirty (30) days after notice in writing is transmitted by the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing terminating the rights of said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit or fractional share thereof, and thereupon an action in equity may be filed by the member or the Board against the unit owner or occupant, or in the alternative, a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit or fractional share thereof owned by him on account of the breach of covenant, and ordering that the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the

defaulting unit owner from reacquiring his interest in the property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxes against the defaulting unit owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any mortgages, liens, judgments or other encumbrances of record, shall be paid to the unit owner. Upon the confirmation of such a sale, the purchaser shall thereupon be entitled to a deed to the unit ownership and subject to the Board's rights as provided in Section 16.03 hereof, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

**SECTION 18**

**DESTRUCTION AND RECONSTRUCTION.**

In the event of a partial or total damage or destruction of a building or buildings, or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium, unless within ninety (90) days of the date of

the damage or destruction, by affirmative vote and written consent of at least seventy-five percent (75%) of the votes in the Association, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Associations, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 18 hereof. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

**SECTION 19**

**INSURANCE.**

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the

buildings and any other common elements and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 18 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined

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REGISTRAR'S OFFICE  
SAUK COUNTY WI  
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AT 2:05 O'CLOCK P M

ON Oct. 29 19 93  
Mary Klingensmeyer  
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G. N. D. 18<sup>00</sup>  
et.

SECOND AMENDMENT TO CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
SPRING BROOK GLEN CONDOMINIUM CAMPGROUND

THIS SECOND AMENDMENT is made this 25th day of October, 1993, pursuant to the terms of the Condominium Declaration, Conditions, Covenants, Restrictions and Easements for Spring Brook Glen Condominium Campground, recorded January 27, 1993 in the Office of the Register of Deeds for Sauk County, Wisconsin in Volume 003 of Condominiums, Pages 001-053 inclusive, as Document No. 577949 ("the Declaration") by Julidar Corporation, a Wisconsin corporation ("Declarant")

WHEREAS, Section 22 of the Declaration provides that the Declaration may be amended with the written consent of at least two-thirds (2/3) of the Unit Owners, subject to the approval of the mortgagee, and

WHEREAS, the Declarant is the owner of more than two-thirds (2/3) of the Units, being the owner of Units 1-14 and 16-42 and the Bank of Wisconsin Dells, Wisconsin Dells, Wisconsin, is the sole mortgagee of such units, and

WHEREAS, Paul E. Zahn and Delores B. Zahn, husband and wife, ("the Zahns") are the owners of Unit 43, the only unit whose boundaries are affected by this amendment, other than those units owned by the Declarant, and

WHEREAS, the Declarant and the Zahns wish to amend the Declaration and the condominium plat applicable to such condominium,

NOW, THEREFORE, the Declaration and the condominium plat are amended in the following respects:

1. Paragraph 12.03(J) is amended to read as follows:  
Screened Enclosures. Unit owners may erect on their unit a screened enclosure or a similar type of auxiliary structure for individual use as a porch or a patio. Such structures may have a floor area not to exceed three hundred fifty (350) square feet. The plans for all screened enclosures must be approved in writing by the Board and shall be of a similar color and design as to material and construction.
2. The Condominium Plat applicable to the 1st phase of the condominium is being amended, which amended Condominium Plat is attached hereto as Exhibit "A".

This amended condominium plat amends the unit boundaries of certain units.

IN WITNESS WHEREOF, the said Declarant, Julidar Corporation, a Wisconsin corporation, has caused this Declaration to be executed by its President and attested to by its Secretary who are authorized to execute the same on this 25 th day of October, 1993.

JULIDAR CORPORATION  
Declarant

By: [Signature]  
Darrel Mor, President

Attest: [Signature]  
Juli A. Mor, Secretary

STATE OF WISCONSIN)  
                          )ss  
COUNTY OF SAUK     )

Personally came before me this 25th day of October, 1993, the above named Darrel Mor and Juli A. Mor, President and Secretary, respectively, Julidar Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]  
Thomas C. Groeneweg  
Notary Public  
My Commission is Permanent

[Signature]  
Paul E. Zahn

[Signature]  
Delores B. Zahn

STATE OF WISCONSIN)  
                          )SS  
COUNTY OF   Milwaukee  

Personally came before me this 28<sup>th</sup> day of October, the above named Paul E. Zahn and Delores B. Zahn, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



[Signature]  
Notary Public,   Milwaukee   County, WI.  
My Commission expires:   4/3/94  

CONSENT TO AMENDMENT

The Bank of Wisconsin Dells, as mortgagee of Units 1-14 and 16-42, and the undivided interest in the

common elements associated therewith, does hereby consent to this Amendment to the Declaration and condominium plat.

Bank of Wisconsin Dells

By: Gary L. Gilliland  
Gary L. Gilliland, Executive Vice-President

By: Jon B. Bernander  
Jon B. Bernander, Vice-President

STATE OF WISCONSIN )  
                                  )ss  
COUNTY OF SAUK     )

Personally came before me this 25 day of October, 1993, the above named Gary L. Gilliland and Jon B. Bernander, as Executive Vice-President and Vice-President of the Bank of Wisconsin Dells, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mary J. Schwank

Notary Public, Columbia County, WI  
My Commission: 2-2-97

THIS DOCUMENT WAS DRAFTED BY:  
Attorney Thomas C. Groeneweg  
619 Oak Street, P.O. Box 443  
Baraboo, WI 53913  
Telephone: (608)356-3977

4TCG101693tcg  
springbrookglen\amend2

1st. AMENDMENT TO PHASE 1  
 SPRING BROOK GLEN CONDOMINIUM CAMPGROUND  
 SAUK COUNTY, WISCONSIN

DESCRIPTION OF PHASE 1:

Part of the SW<sup>1</sup>/<sub>4</sub>-SW<sup>1</sup>/<sub>4</sub>, Section 17 and part of the NW<sup>1</sup>/<sub>4</sub>-NW<sup>1</sup>/<sub>4</sub>, Section 20, T13N, R6E, Town of Oellon, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line 503.35 feet; thence S88°40'E, 157.91 feet; thence H44°30'E, 98.95 feet; thence S85°10'E, 435.40 feet to the point of beginning; thence S85°10'E, 158.28 feet; thence M21°00'E, 38.95 feet; thence S84°00'E, 316.76 feet; thence S74°30'E, 128.69 feet; thence S28°30'W, 209.49 feet; thence S22°00'W, 166.46 feet; thence M40°00'W, 30.67 feet; thence S28°00'W, 80.00 feet; thence M86°00'W, 88.82 feet; thence M62°00'W, 231.93 feet; thence S9°30'E, 17.32 feet; thence M66°50'W, 30.75 feet; thence S9°30'E, 40.93 feet; thence M84°00'W, 156.22 feet; thence M25°00'W, 104.81 feet; thence M6°00'W, 152.80 feet; thence M14°20'E, 171.35 feet; thence M26°30'E, 140.28 feet to the point of beginning. Said parcel contains 6.99 acres.

DESCRIPTION OF EXPANSION AREA:

Lots 1 and 2, Certified Survey Map No. 486,  
 That part of the NW<sup>1</sup>/<sub>4</sub>-NW<sup>1</sup>/<sub>4</sub> lying EAST of Lot 2, Certified Survey Map No. 486,  
 SW<sup>1</sup>/<sub>4</sub>-NW<sup>1</sup>/<sub>4</sub>, S85°-NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>,  
 All lying WEST of Interstate Highway in Section 17, T13N, R6E, Sauk County, Wisconsin.

Also the NORTH 30 acres of the NW<sup>1</sup>/<sub>4</sub>-NW<sup>1</sup>/<sub>4</sub>, Section 20, T13N, R6E, Sauk County, Wisconsin Except Interstate Highway.

EXCEPT PHASE 1 as described above.

DESCRIPTION OF ACCESS EASEMENT TO PHASE 1 FROM BIRCHWOOD ROAD:

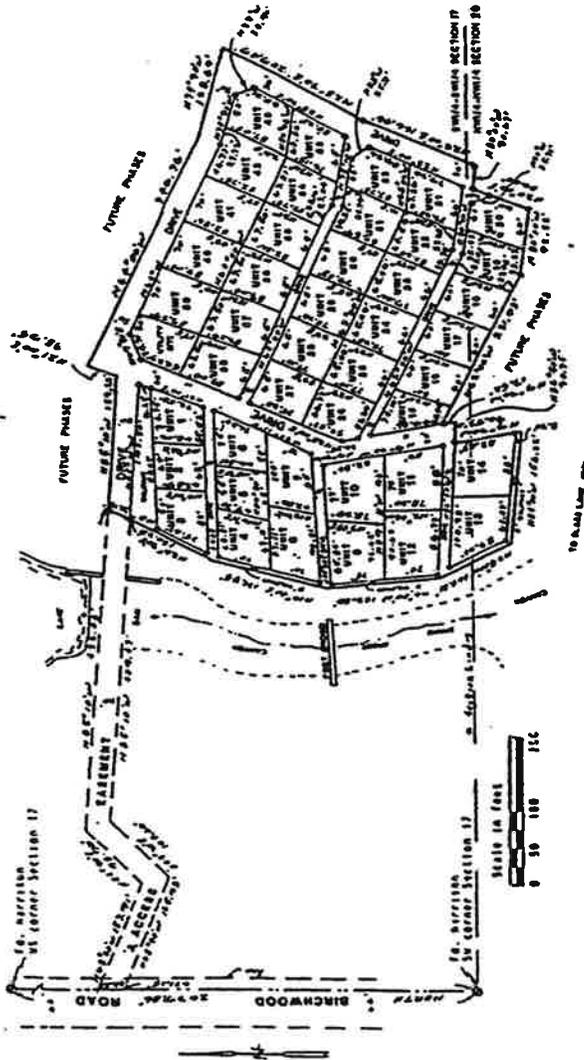
A parcel of land located in SW<sup>1</sup>/<sub>4</sub>-SW<sup>1</sup>/<sub>4</sub>, Section 17, T13N, R6E, Town of Oellon, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along the section line, 31.21 feet, also lying within said right-of-way of Birchwood Road; thence S88°40'E, 157.91 feet; thence M44°30'E, 98.95 feet; thence S84°00'E, 316.76 feet; thence S74°30'E, 128.69 feet; thence S28°30'W, 209.49 feet; thence S22°00'W, 166.46 feet; thence M40°00'W, 30.67 feet; thence S28°00'W, 80.00 feet; thence M86°00'W, 88.82 feet to the point of beginning. Said parcel contains 0.473 acres.



- • Set 3/4"x24" round iron rod weighing 1.58/ft. Also all unit corners are set with same thing.
- • Set RR spike due to shallow bedrock.

Bearings are referenced to the west line of the SW<sup>1</sup>/<sub>4</sub> of Section 17 and assumed to bear NORTH.

An agreement has been signed by Kenneth Carlson and Dar Mor not to set iron rods at all of the boundary corners.



not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

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

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amount and with such

coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

**SECTION 20**

**LIABILITY OF BOARD OF DIRECTORS AND DECLARANT.**

20.01 The members of the Board of Directors and the Declarant, and their respective agents and employees, shall not be personally liable to the Unit Owners or other for any mistake or judgment or for any acts or omissions made in good faith as such Board members or Declarant, or otherwise, in exercise of the powers herein vested in the Board or the Declarant. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors and the Declarant, and their respective agents and employees, against all contractual liability to others arising out of the contracts made by the Board of Directors and the Declarant on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Every agreement made by the Board of Directors and the Declarant, or by the managing agent on behalf of the Unit Owners, shall provide that the members of the Board of Directors, the Declarant, or the managing agent, as the case may be, are action only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners in proportion to their fractional interest in the common surpluses and expenses as determined by this Declaration).

SECTION 21

EXPANSION OF CONDOMINIUM.

21.01 Phase One: That the Phase One consists of Forty-three (43) units.

21.02 Subsequent Stages: Pursuant to the provisions of Section 703.26, Stats., Declarant hereby reserves the right to expand the subject condominium at any time within ten (10) years from the date of recording of this Declaration adding a total of one thousand <sup>ONE</sup> nine-hundred fifty-seven (1,957) additional Units now existing or to be constructed on the following described property:

The NE 1/4 of the SW 1/4; the NW 1/4 of the SW 1/4; the SW 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4; Lots 1 and 2 of Certified Survey Map #486 as recorded in the office of the Register of Deeds for Sauk County, Wisconsin, in volume 3 of certified surveys, on page 486 as Document No. 411479; also that part of the NE 1/4 of the NW 1/4 lying East of the above described Lot 2 of Certified Survey Map #486; all in Section 17, T13N, R6E; EXCEPTING THEREFROM land conveyed to the State of Wisconsin in Volume 290, Page 313 and land conveyed to Jewish Community Center of Chicago, Inc. in Volume 291, Page 167.

Also the SW 1/4 of the SW 1/4 EXCEPT Interstate Highway and the lands made subject to this Declaration as described in Section 2.01 above; and that part of the SE 1/4 of the SW 1/4 lying West of Interstate Highway, all in Section 17, T13N, R6E; Also the North 30 acres of the NW 1/4 of the NW 1/4 lying West of Interstate Highway in Section 20, T13N, R6E, including so much of Dells Manor Unit No. 4 as lies therein, Town of Delton, Sauk County, Wisconsin.

In the event such expansion is carried through, the percentage of undivided interest in the Common Elements of each Unit Owner shall be reallocated so that all Unit Owners have equal undivided interests. The maximum number of units which may be added is one-thousand nine hundred fifty-seven (1,957) and each

such Unit added shall have one (1) vote appurtenant to it. The percentage interest in the Common Elements, liabilities for the Common Expenses, and the right to Common Surplus shall be the number one (1) divided by the total number of Units then subject to this Declaration.

The rights of expansion shall be exercised by the recording of Supplement or Supplements to this Declaration in the Office of the Register of Deeds for Sauk County, Wisconsin. Such Supplement or Supplements to this Declaration shall not be deemed an amendment of this Declaration within the meaning of Section 22, hereof following. Nothing contained in this Declaration shall be construed so as to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effectuate in the expansion. By acceptance of the Deed conveyance from Declarant of a Unit, the grantee of such Unit and each successor entitled to such Unit shall, in the event of an annexation or series of annexations as aforesaid, be deemed to consent and agree to the adjustment to the percentage of undivided interest in the Common Elements and facilities appertaining to each unit and its owner attendant upon such annexation; and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of a Supplement or Supplements to this Declaration with respect thereto in conformance

with this Section 21 along with authority to execute and deliver on behalf of the Grantee and each successor entitled to such Unit, such instrument, if any, as may be required to effectuate such expansion and adjustment in the percentage of undivided interest in the Common Elements and facilities. However, nothing contained in this Section 21 shall be deemed to place any obligation whatsoever on the Declarant, its successors or assigns, with respect to accomplishment and consummation of any annexation of the aforesaid property, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such annexation.

#### SECTION 22

##### AMENDMENTS.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 21 herein, Declaration may be amended with the written consent of at least Two-thirds (2/3) of the Unit Owners. A Unit Owner's written consent shall not be effective unless it is approved by the mortgagee or land contract vendor of the Unit, if any.

#### SECTION 23

##### GENERAL PROVISIONS.

23.01 The Declarant expressly reserves to itself various rights specified in this Declaration and in addition to those rights, expressly reserves the following right unto itself, its

assigns or its duly appointed agents:

(a) To maintain anywhere on the Common Elements and on the Units owned by the Declarant, all models, sales offices, advertising signs, for sale signs, for rent signs, banners, billboards, lightening or any other activity or property relating to the sale or advertising for the sale of the Units by the Declarant, its assigns or its duly appointed agents.

(b) The unconditional and exclusive right to lease on behalf of all unit owners, the Units which are a part of the Condominium Property, at rates and on terms promulgated from time to time by the Declarant, its assigns or its duly appointed agents. This exclusive right of the Declarant, its assigns or its agents to rent the Units which are subject to this Declaration shall be binding on each Unit Owner, his or her agents, representatives, successors, assigns, servants and employees, and any persons working in concert for him or her, directly or indirectly. Nothing contained herein shall be construed as an obligation for any unit owner to place his unit in the rental program of the Declarant, its assigns or its agents.

(c) The unconditional and exclusive right to operate any and all commercial activity within the Condominium.



its successors or assigns, to use and have access over, through and upon any and all parts of the Common Elements for the purposes set forth in subparagraphs (a), (b), (c), (d), (e), (f), (g) and (h) hereof, and for any other lawful purpose as set forth in this Declaration, and including but not limited to, developing, renting, selling, marketing and expanding the Condominium, and undertaking any and all commercial activities necessary and incidental to the operation of a recreational vehicle condominium and/or operation of a campground.

(g) The unconditional right to all the placement on a Unit of a recreational vehicle that does not meet the definition of a recreation vehicle as set forth herein, for a term and period not to exceed two (2) years from the date of the sale of the Unit by the Declarant to the Unit Owner, together with the unconditional right to allow tent camping and nonconforming vehicles to be placed on Units owned by the Declarant or Units owned by Unit Owners, either of which being made available as part of the rental program as set forth in paragraph (b) above, or the programs undertaken by the Declarant. In addition, the Declarant reserves unto itself and assigns, the right to determine whether or not a recreational vehicle

meets acceptable standards as set forth as to quality, condition and maintenance until such time as the rights granted to the Declarant hereunder expire.

(h) To undertake and operate, anywhere on the Common Elements, any other activity, commercial or otherwise, normally incidental to the operation of a campground facility, said determination at the sole discretion of the Declarant.

The rights reserved to the Declarant, its assigns or its duly appointed agents in this Section 23 and throughout the Declaration, shall run with the land and shall exist only until the last Unit or fractional interest therein owned by the Declarant, its assigns or its duly appointed agents in the initial Condominium or in the Expansion Area thereof as provided for herein have been sold, and whereupon such rights shall automatically cease and terminate without notice or other action by any party. Said rights shall, until the time above prescribed, exist for the benefit of the Declarant, its assigns or its<sup>1</sup> duly appointed agents and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof.

23.02 Until such time as the Board of Directors provided for in this Declaration is formed, the Declarant may, but shall not be required, to exercise any of the powers, rights, duties

and functions of the Board.

23.03 Upon written request of the Board, the land contract vendor or the holder of any duly recorded mortgage against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such land contracts or mortgage.

23.04 There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms and conditions, or terminated according to applicable state statutes.

23.05 Notice provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Declarant, Julidar Corporation, S1264A Birchwood Road, Wisconsin Dells, Wisconsin 53965; to the Board in care of the Property Address until further notice in writing is transmitted; and to any Unit Owner at his or her home address as provided to the Board. The Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board of Directors.

23.06 Each grantee of the Declarant and every subsequent grantee, by the acceptance of a deed of conveyance or land contract interest, accepts the same subject to all restrictions,

conditions,, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all right, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner or the Declarant in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

23.07 No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23.08 Neither the Declarant, nor its beneficiaries, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to the Declarant by, or pursuant to, this Declaration, or in the Declarant's capacity as Declarant, contractor, owner, manager or seller of the Property, whether or not such claim:

(a) Shall be asserted by any Unit Owner, Occu-

pant, the Board or the Association, or by any person or entity claiming through any of them; or

(b) Shall be on account of injury to person or damage to or loss of property wherever located and however caused; or

(c) Shall arise ex contractu or (except in case of gross negligence) ex delicto.

Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring Property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

23.09 Throughout this Declaration certain rights are granted to the Declarant. These rights may never be changed, modified or rescinded without the express written consent of the Declarant during the term of these rights.

23.10 The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validi-

ty, enforceability or effect of the rest of this Declaration.

23.11 The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a high quality recreational vehicle camping Condominium.

23.12 The Declarant reserves the right to record at such time as the Units are substantially completed and the structural components are in place, either an amended plat or a new Declaration and plat showing the actual location and dimensions of all Unit boundaries in the Property; and containing any other modifications deemed necessary by Declarant and not inconsistent with the Act.

IN WITNESS WHEREOF, the said Declarant, Julidar Corporation, a Wisconsin corporation, has caused this Declaration to be executed by its President and attested to by its Secretary who are authorized to execute the same on this 8th day of January, 1993.

JULIDAR CORPORATION  
Declarant

By:   
Darrel Mor, President

Attest:   
Juli A. Mor, Secretary

STATE OF WISCONSIN)  
                                  )SS  
COUNTY OF SAUK      )

Personally came before me this 8th day of January, 1993,  
the above named Darrel Mor and Juli A. Mor, President and Secre-  
tary, respectively, of Julidar Corporation, to me known to be the  
persons who executed the foregoing instrument and acknowledged  
the same.

  
\_\_\_\_\_  
Thomas C. Groeneweg, Notary Public  
Sauk County, Wisconsin  
My Commission is Permanent

THIS DOCUMENT WAS DRAFTED BY:

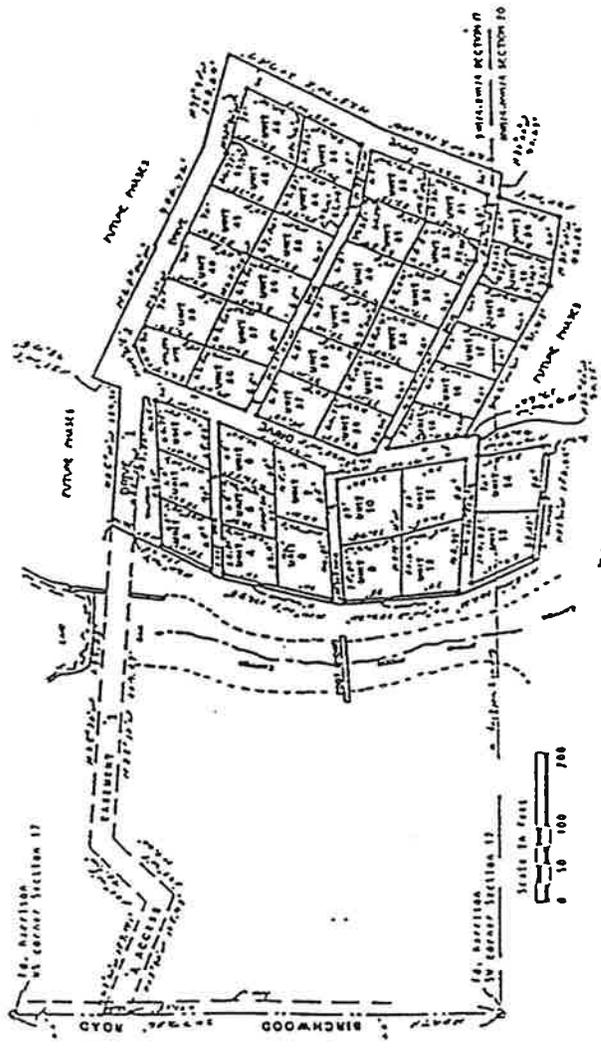
Attorney Thomas C. Groeneweg  
QUALE, HARTMANN, BOHL, STEVENS & REYNOLDS, S.C.  
619 Oak Street  
P.O. Box 443  
Baraboo, Wisconsin 53913  
Telephone: (608) 356-3977

Set 3/4"x24" round iron rod weighing 1.58/foot after all utilities and roads are installed.

An agreement has been signed by Kenneth Carlson and Dar Mor not to set iron rods at the corners of the each unit and at the corners of the boundary.

Bearings are referenced to the west line of the SW1/4 of Section 17 and assumed to bear NORTH.

PHASE 1 UNITS



PHASE 1  
 SPRING BROOK GLEN CONDOMINIUM CAMPGROUND  
 SAUK COUNTY, WISCONSIN

DESCRIPTION OF PHASE 1:

Part of the SW1/4-SW1/4, Section 17 and part of the NW1/4-SW1/4, Section 20, 113N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 507.36 feet; thence S68°10'E, 157.71 feet; thence N44°30'E, 98.96 feet; thence S05°10'E, 435.48 feet to the point of beginning; thence S05°10'E, 189.28 feet; thence N21°00'E, 38.95 feet; thence S84°00'E, 346.76 feet; thence S74°30'E, 128.69 feet; thence S28°30'W, 209.49 feet; thence S22°00'W, 166.76 feet; thence N80°00'W, 92.52 feet; thence N62°00'W, 211.93 feet; thence S9°30'E, 17.47 feet; thence N65°50'W, 30.75 feet; thence S8°30'E, 30.23 feet; thence N41°00'W, 156.22 feet; thence N23°00'W, 604.01 feet; thence S26°18'00'W, 152.60 feet; thence N1°00'E, 171.35 feet; thence N28°30'E, 140.28 feet to the point of beginning. Said parcel contains 8.99 acres.

DESCRIPTION OF EXPANSION AREA:

Lots 1 and 2, Certified Survey Map No. 486,  
 That part of the NW1/4-SW1/4 lying EAST of Lot 2, Certified Survey Map No. 486,  
 SW1/4-SW1/4, SW1/4-SW1/4,  
 SAUK COUNTY, WISCONSIN.

Also the NORTH 30 acres of the NW1/4-SW1/4, Section 20, 113N, R6E, SAUK COUNTY, Wisconsin Except Interstate Highway.

EXCEPT PHASE 1 as described above.

DESCRIPTION OF ACCESS EASEMENT TO PHASE 1 FROM BIRCHWOOD ROAD:

A parcel of land located in SW1/4-SW1/4, Section 17, 113N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along said section line, 32.21 feet, also lying within said right-of-way of Birchwood Road; thence S68°10'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S05°10'E, 435.48 feet; thence S28°30'W, 22.28 feet; thence N65°10'W, 409.47 feet; thence S14°30'W, 104.66 feet; thence N48°10'W, 165.98 feet to the point of beginning. Said parcel contains 0.473 acres.

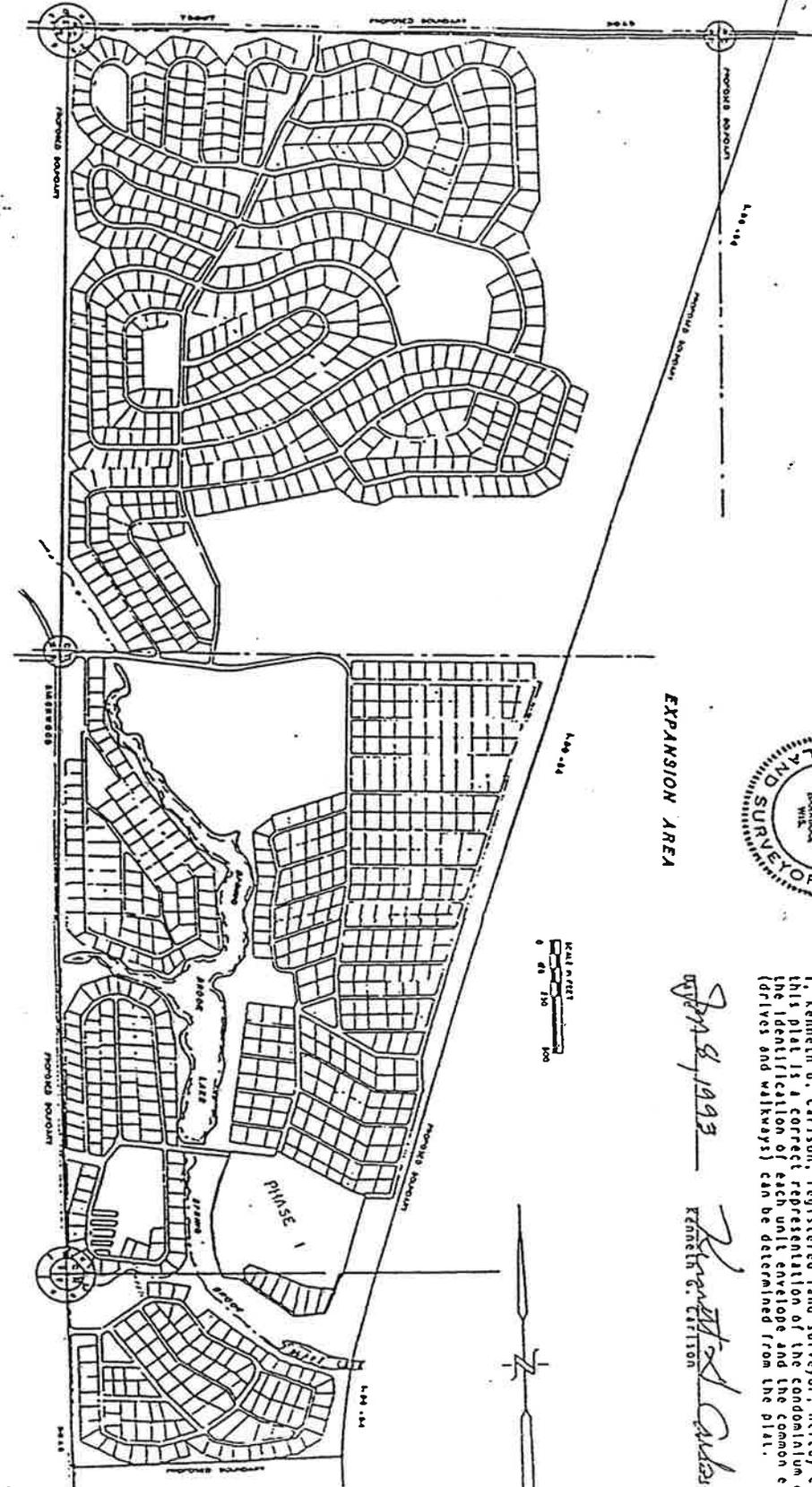
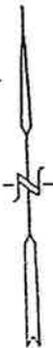
PHASE 1  
 SAUK COUNTY, WISCONSIN



SURVEYORS CERTIFICATE:  
 I, Kenneth G. Carlson, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification of each unit, envelope and the common elements (drives and walkways) can be determined from the plat.

*April 8, 1993*  
 Kenneth G. Carlson

EXPANSION AREA



583064  
REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD

AT 2:10 O'CLOCK P M +

ON May 26 19 93  
Mary Klifgenmeyer  
REGISTRAR

Q.H.B.S.R. 20-000

VOL 003 PAGE 100

FIRST AMENDMENT TO CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
SPRING BROOK GLEN CONDOMINIUM CAMPGROUND

THIS AMENDMENT is made this 26th day of May, 1993, pursuant to the terms of the Condominium Declaration Of Conditions, Covenants, Restrictions and Easements for Spring Brook Glen Condominium Campground, recorded January 27, 1993 in the Office of the Register of Deeds for Sauk County, Wisconsin in Volume 003 of Condominiums, Pages 001-053 inclusive, as Document No. 577949 ("the Declaration") by Julidar Corporation, a Wisconsin corporation ("Declarant").

1. Section 3 is amended to read as follows:

NAME. The aforesaid real estate and all buildings and improvements thereon and thereto shall be known as SPRING BROOK GLEN CONDOMINIUM CAMPGROUND.

2. The second paragraph of section 5.01 is amended to read as follows:

Each unit consists of a cubicle bounded on the sides by the parameters shown on the condominium plat, bounded by a horizontal plane fifty (50) feet above the ground level and bounded by a horizontal plane fifteen (15) feet beneath ground level. The legal description of each unit shall consist of the identifying number of each unit as set forth on the plat. Every Deed, lease, mortgage or other instrument may legally described a unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no unit owner, other than the Declarant shall, by Deed, plat, or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole unit as shown on the plat.

3. Section 6 is expanded to include the following additional provision:

6.13 Declarant. Julidar Corporation, a Wisconsin corporation, and its assigns, together with any successor to all or substantially all of its business of developing the real property which is or may become subject to this declaration.

4. Section 7.01 is amended to read as follows:

Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the declared and private property except the units. Without limiting the generality of the foregoing, the Common Elements shall include all of the remaining land not specifically designated as units, septic and sewage systems and all their component parts, the water system and all its component parts, outside walks and driveways, streets, park areas, nature areas, sidewalks, landscaping, entrances and exits, parking areas, outdoor lighting facilities, pipes, culverts, conduits, wires and other utility installations.

5. Section 7.02 is expanded to include the following additional provisions:

Without in an manner narrowing or limiting the easements reserved by the Declarant in Section 2 of this Declaration, the Declarant specifically reserves for itself, its successors and assigns, a permanent easement for ingress and egress and for the installation, maintenance and repair of common utility services in, on, over and under the Common Elements, including, but not limited to, the roadways, as is necessary in connection with the development, use, sale and enjoyment of lands owned by the Declarant as of the date of this Amendment, in any part of Section 17, Town 13 North, Range 6 East, in the Town of Delton, Sauk County Wisconsin, located West of Interstate Highway 90. This easement shall inure to the benefit of the Declarant, its successors and assigns, all in accordance with the terms hereof. The beneficiary of this easement shall be responsible for restoring and repairing any portion of the surface which might be damaged during its exercise of its rights under the easement in the installation, construction, maintaining, repairing and replacing any of the above utility services. In addition, the Declarant, its successors and assigns, reserves the right to grant unto all public and private electric, gas, water, sewer, telephone and cable television utility companies, a general utility easement on, over, under and across the Common Elements. This easement shall grant utility companies and governmental bodies, and their agents and employees the right to enter the said described easement areas on the terms herein at reasonable times and places for construction, installation, maintenance and repair of utility lines, mains, structures and appurtenances. Any private or public utility company or municipality making use of said easement for any purpose shall be required to promptly restore the grade and place

black dirt and re-seed with grass the area and repair any road surface that might be damaged during the construction, maintaining, repairing and replacing any of the above utility services.

The above easements reserved by the Declarant shall not be deemed to create any obligation on behalf of the Declarant to maintain and repair any utility lines, mains, structures and appurtenances serving the condominium and located on or under the Common Elements, which obligation is that of the Association.

6. Section 6.02 is amended to read as follows:

Parking. Parking areas shall be assigned and designated for the exclusive use of each unit, as shown on the Condominium Plat.

7. The last sentence of Section 12.01 is amended to read as follows: The purchase of a unit shall constitute acceptance of the covenants and restrictions and shall acknowledge a willingness to abide by them. The covenants hereafter run with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and any unit owner, purchaser or any other person having an interest in the property, or any part or portion thereof.

8. Section 12.02 (b) is amended to read as follows::

Units are to be used for camping purposes only. Recreational vehicles shall be located on these units for that purpose. The recreational vehicles located on the units shall be used by the unit owner, his family, guests, invitees, or lessees of the unit with his permission. Only recreational vehicles which meet the definition of a recreational vehicle as set forth herein shall be allowed on a unit. No recreational vehicles, other than a park model home as defined in Section 6.08 (c), shall be allowed on Units One through Fourteen (1-14).

9. Section 12.02 (f) is amended to read as follows: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements, except customary household pets acceptable to the Association. Pets must be kept under the control of their unit owners at all times, must be kept in the vehicle after dark, and must never be left unattended outside the recreational vehicle located on the unit. All dogs must be kept on a leash not more than ten (10) feet long. Pet owners are responsible for cleaning up all pet droppings anywhere on the property, including the pet owner's unit. The Association shall have the right to require removal of animals which are unruly, loud, or misbehave from the condominium, and shall further have the right to impound unleashed animals and add any boarding charges to the pet owner's maintenance assessment. All animals shall have current proof of rabies inoculation, where applicable. No outside dog houses shall be allowed.

10. Section 12.02 (i) is amended to read as follows: No industry, business, club, trade, association, occupation or profession of any kind, commercial, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any unit or recreational vehicle or common elements.

11. Section 12.02 (k) is amended to read as follows: No more than one recreational vehicle may be parked in any unit. Recreational vehicles may only be occupied when located on a unit, except while occupied during ingress and egress to and from the unit.

12. Section 12.02 (p) is amended to read as follows: A properly charged and functional fire extinguisher is required to be kept in each recreational vehicle. This extinguisher must be of a size and capacity approved by the Board.

13. Section 12.02 (s) is amended to read as follows: Garbage or rubbish must be disposed of using the strategically located containers. No hot coals shall be dumped in any of said containers. Garbage, rubbish, leaves, etc., may not be burned but must be disposed of as required herein. Refuse may be stored on any unit in uniform garbage cans while the unit is being occupied; however, if the unit or occupant shall leave the unit for an extended period, the garbage and rubbish must be removed to the strategically located containers.

14. Section 12.03 (L) is amended to read as follows:

Clotheslines. Permanent clotheslines shall not be permitted. Temporary clotheslines shall be permitted while in use.

15. Section 13.04 is amended to read as follows: Motorcycles, mini-bikes and other motorized apparatus are not allowed to be operated

or stored on the common elements or on a unit, except that such apparatus are allowed on the property if and only if stored on a trailer and placed in an approved parking area, and except that street legal motorcycles licensed for operation on the public highways and operated by a licensed driver may be used and parked in the same manner for the purpose of providing ingress and egress to the Condominium. Snowmobiles may not be stored for more than three (3) consecutive days on any unit nor shall they be parked on the common elements, except they may be stored in an approved parking area designated for the storage of snowmobiles. Snowmobiles shall only be operated on the common elements in the Condominium for the purposes of ingress and egress.

16. Section 13.06 is amended to read as follows: Boats and boat trailers may not be stored for more than three (3) consecutive days on any unit nor shall they be parked on the common elements, except they may be stored in an approved parking area designated for the storage of boats and boat trailers.

17. Section 14.02 is amended to read as follows:

Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, to pay for the improvement and maintenance of the Common Elements, including, but not limited to, the roads, sewer lines, gas and water lines and other improvements located on or under the Common Elements, and such emergency repairs as the Association may deem necessary, and to pay for the obligations of the Association under this Declaration.

18. Section 14.08 is amended to read as follows:

Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid when due, shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the Act until paid and may upon resolution of the Association bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Association for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the said lien against the property in like manner as a mortgage of real estate. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the permitted use of the Common Element, and the Association shall be entitled to the appointment of a receiver to collect the same. The Declarant and the Association may bid on the Property at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If the Association has provided for collection for annual or special assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses thereunder shall be maintainable without foreclosing or waiving the lien securing the same.

19. The first paragraph of Section 16.07 is amended to read as follows:

Financing of Purchase Under Option. Except as otherwise herein provided, acquisition of unit ownerships or any interest therein under the provisions of this Declaration shall be made from the Maintenance Fund. If said Fund is insufficient, the Board shall levy an assessment applicable to each unit owner, which assessment shall become a lien and be enforceable in the same manner as provided in Section 14.08 hereof.

20. Section 17.02 is amended to read as follows:

Involuntary Sale. If any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board and such violation shall continue for thirty (30) days after notice in writing is transmitted by the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing terminating the rights of said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit or fractional share thereof, and thereupon an action in equity may be filed by the member or the Board against the unit owner or occupant, or in the alternative, a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit or fractional share thereof owned by him on account of the breach of covenant, and ordering that the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest in the property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxes against the defaulting unit owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any mortgages, liens, judgments or other encumbrances of record, shall be paid to the unit owner. Upon the confirmation of such a sale, the purchaser shall thereupon be entitled to a deed to the unit ownership and subject to the Board's rights as provided in Section 16.03 hereof, to immediate

possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

21. The second paragraph of Section 18 is amended to read as follows: On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 18 hereof. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

22. Section 20.01 is amended to read as follows: The members of the Board of Directors and the Declarant, and their respective agents and employees, shall not be personally liable to the Unit Owners or others for any mistake or judgment or for any acts or omissions made in good faith as such Board members or Declarant, or otherwise, in exercise of the powers herein vested in the Board or the Declarant. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors and the Declarant, and their respective agents and employees, against all contractual liability to others arising out of the contracts made by the Board of Directors and the Declarant on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Every agreement made by the Board of Directors and the Declarant, or by the managing agent on behalf of the Unit Owners, shall provide that the members of the Board of Directors, the Declarant, or the managing agent, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners in proportion to their fractional interest in the common surpluses and expenses as determined by this Declaration).

23. Section 21.02 is amended to read as follows:

Subsequent Stages: Pursuant to the provisions of Section 703.26, Stats., Declarant hereby reserves the right to expand the subject condominium at any time within ten (10) years from the date of recording of this Declaration adding a total of one thousand one-hundred fifty-seven (1,157) additional Units now existing or to be constructed on the following described property:

The NE 1/4 of the SW 1/4; the NW 1/4 of the SW 1/4; the SW 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4; Lots 1 and 2 of Certified Survey Map #486 as recorded in the office of the Register of Deeds for Sauk County, Wisconsin, in volume 3 of certified surveys, on page 486 as Document No. 411479; also that part of the NE 1/4 of the NW 1/4 lying East of the above described Lot 2 of Certified Survey Map #486; all in Section 17, T13N, R6E; EXCEPTING THEREFROM land conveyed to the State of Wisconsin in Volume 290, Page 313 and land conveyed to Jewish Community Center of Chicago, Inc. in Volume 291, Page 167.

Also the SW 1/4 of the SW 1/4 EXCEPT Interstate Highway and the lands made subject to this Declaration as described in Section 2.01 above; and that part of the SE 1/4 of the SW 1/4 lying West of Interstate Highway, all in Section 17, T13N, R6E; Also the North 30 acres of the NW 1/4 of the NW 1/4 lying West of Interstate Highway in Section 20, T13N, R6E, including so much of Dells Manor Unit No. 4 as lies therein, Town of Delton, Sauk County, Wisconsin.

In the event such expansion is carried through, the percentage of undivided interest in the Common Elements of each Unit Owner shall be reallocated so that all Unit Owners have equal undivided interests. The maximum number of units which may be added is one-thousand one hundred fifty-seven (1,157) and each such Unit added shall have one (1) vote appurtenant to it. The percentage interest in the Common Elements, liabilities for the Common Expenses, and the right to Common Surplus shall be the number one (1) divided by the total number of Units then subject to this Declaration.

The rights of expansion shall be exercised by the recording of Supplement or Supplements to this Declaration in the Office of the Register of Deeds for Sauk County, Wisconsin. Such Supplement or Supplements to this Declaration shall not be deemed an amendment of this Declaration within the meaning of Section 22, hereof following. Nothing contained in this Declaration shall be construed so as to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effectuate the expansion. By acceptance of the Deed conveyance from Declarant of a Unit, the grantee of such Unit and each successor entitled to such Unit shall, in the event of an annexation or series of annexations as aforesaid, be deemed to consent and agree to the adjustment to the percentage of undivided interest in the Common Elements and facilities appertaining to each unit and its owner attendant upon such annexation; and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in

1st. AMENDMENT TO PHASE 1

SPRING BROOK GLEN CONDOMINIUM CAMPGROUND

SAUK COUNTY, WISCONSIN

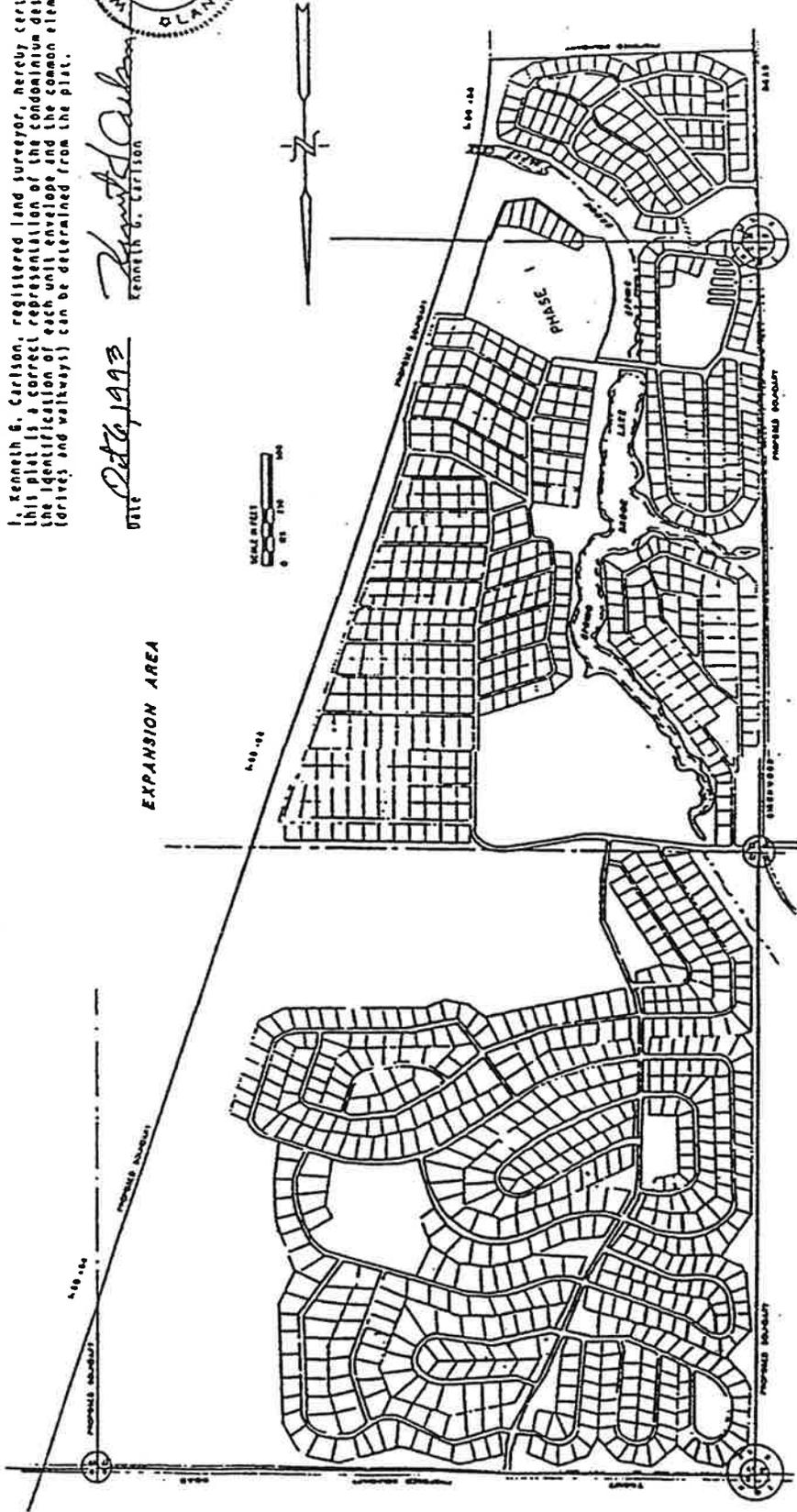
SURVEYORS CERTIFICATE:

I, Kenneth G. Carlson, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification of each unit envelope and the common elements (drives) and walkways) can be determined from the plat.



Date: 10/16/93  
Kenneth G. Carlson

EXPANSION AREA



Sheet 2 of 2 sheets.

THIRD AMENDMENT TO CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
SPRING BROOK GLEN CONDOMINIUM CAMPGROUND

THIS THIRD AMENDMENT is made this 1st day of April, 1994, pursuant to the terms of the Condominium Declaration, Conditions, Covenants, Restrictions and Easements for Spring Brook Glen Condominium Campground, recorded January 27, 1993 in the Office of the Register of Deeds for Sauk County, Wisconsin in Volume 003 of Condominiums, Pages 001-053 inclusive, as Document No. 577949 as amended to date, ("the Declaration") by Julidar Corporation, a Wisconsin corporation ("Declarant").

WHEREAS, Section 22 of the Declaration provides that the Declaration may be amended with the written consent of at least Two-thirds (2/3) of the Unit Owners, subject to the approval of the mortgagee, and

WHEREAS, the Declarant is the owner of more than Two-thirds (2/3) of the Units, being the owner of Units 1-7, 10-14, 16-31 and 33-42 and the Bank of Wisconsin Dells, Wisconsin Dells, Wisconsin, is the sole mortgagee of such units, and

WHEREAS, the Declarant wishes to amend the Declaration and the condominium plat applicable to such condominium,

NOW, THEREFORE, the Declaration and the condominium plat are amended in the following respect:

Paragraph 12.03(J) is amended to read as follows:

Screened Enclosures. Unit owners may erect on their unit a screened enclosure or a similar type of auxiliary structure for individual use as a porch or a patio. Such structures may have a floor area not to exceed three hundred ninety-nine (399) square feet. The plans for all screened enclosures must be approved in writing by the Board and shall be of a similar color and design as to material and construction.

IN WITNESS WHEREOF, the said Declarant, Julidar Corporation, a Wisconsin corporation, has caused this Declaration to be executed by its President and attested to by its Secretary who are authorized to execute the same on this 1st day of April, 1994.

000000

REGISTRAR'S OFFICE  
SAUK COUNTY WI X  
RECEIVED FOR RECORD ✓

AT 2:00 O'CLOCK P M

ON April 19 1994

Mary Klingemeyer  
REGISTRAR

QABRP

12:00 dk

JULIDAR CORPORATION  
Declarant

By:   
Darrel Mor, President

By:   
Juli A. Mor, Secretary

VOL 003 PAGE 452

630341

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD

638693

VOL 003 PAGE 497

FIRST SUPPLEMENT

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD

AT 2:40 O'CLOCK P.M.

AT 2:10 O'CLOCK P.M.

AND

ON Jan 22 1996  
*Mary Klingemeyer*  
REGISTRAR

ON July 1 1996  
*Mary Klingemeyer*  
REGISTRAR

FOURTH AMENDMENT

Net: 22.00  
QH CK

Q.H.

22.00

TO  
CONDOMINIUM DECLARATION  
OF

CONDITIONS, COVENANTS RESTRICTIONS AND EASEMENTS  
FOR  
SPRING BROOK GLEN CONDOMINIUM CAMPGROUND

THIS FIRST SUPPLEMENT AND FOURTH AMENDMENT is made this 17th day of January, 1996, pursuant to the terms and conditions of the Condominium Declaration for SPRING BROOK GLEN CONDOMINIUM CAMPGROUND recorded on January 27, 1993 in the Office of the Register of Deeds for Sauk County, Wisconsin, in Volume 003 of Condominiums, Pages 001-053 inclusive, as Document No. 577949, as amended to date ("the Declaration") by Julidar Corporation, a Wisconsin corporation ("Declarant").

1. FIRST SUPPLEMENT ANNEXATION.

Section 1.1. STATEMENT OF DECLARATION.

The purpose of this Supplement and Amendment is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of SPRING BROOK GLEN CONDOMINIUM CAMPGROUND in the manner provided by the Declarations.

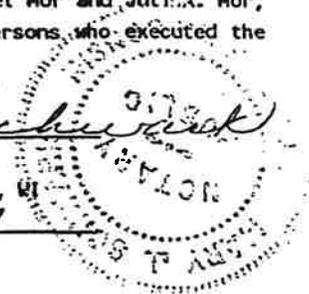
Declarant hereby declares that it is the owner of the real estate described in Section 1.2 hereof and shown on the surveys attached hereto as Exhibit "A" of the Condominium Plat of SPRING BROOK GLEN CONDOMINIUM CAMPGROUND ("Condominium Plat"), which is

STATE OF WISCONSIN)  
                                  )SS  
COUNTY OF SAUK         )

Personally came before me this 18 day of April, 1994, the above named Darrel Mor and Juli.A. Mor, President and Secretary, respectively, Julidar Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*Mary J. Schuack*

Notary Public, Columbia County, WI  
My Commission: 2-2-97



CONSENT TO AMENDMENT

The Bank of Wisconsin Dells, as mortgagee of Units 1-7, 10-14, 16-31 and 33-42, and the undivided interest in the common elements associated therewith, does hereby consent to this Amendment to the Declaration and condominium plat.

BANK OF WISCONSIN DELLS

*James M. Dalton*

By: \_\_\_\_\_  
~~James M. Dalton, Executive Vice President~~

James M. Dalton, Consumer Loan Office

*Jon B. Bernander*

By: \_\_\_\_\_  
Jon B. Bernander, Vice President

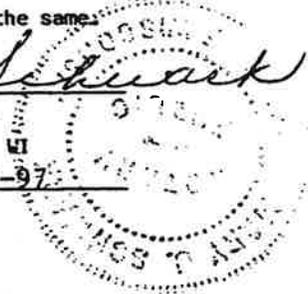
STATE OF WISCONSIN)  
                                  )SS  
COUNTY OF Columbia

Personally came before me this 18 day of April, 1994, the above named ~~James M. Dalton~~ and Jon B. Bernander, as ~~Executive Vice President~~ Consumer Loan Officer and Vice President of the Bank of Wisconsin Dells, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James M. Dalton

*Mary J. Schuack*

Notary Public, Columbia County, WI  
My Commission: 2-2-97



This Document Drafted By:  
Attorney Thomas C. Groeneweg  
619 Oak Street, P.O. Box 443  
Baraboo, WI 53913  
Telephone: (608) 356-3977  
2tcg040494mjk  
springbrookdiskA\spring3r.amd

**PART "B"**

Commencing at the S.W. corner of said Section 17; Thence N02°11'32"E 496.30' to the point of beginning; Thence N00°03'44"E 713.24'; Thence S74°35'17"E 332.49'; Thence S48°31'37"E 115.12'; Thence South 545.85'; Thence N85°10'W 210.86'; Thence S44°30'W 98.96'; Thence N68°40'W 137.51' to the point of beginning. Part "B" contains 6.13 acres of land more or less and is subject to easements of record.

**2. EFFECT OF ANNEXATION AND AMENDMENT.**

Section 2.1. By this Amendment to the Declaration, forty-eight (48) additional condominium units consisting of Units 44 through 49, 71 through 76 and <sup>151</sup>~~51~~ through 186 are annexed and added to the SPRING BROOK GLEN CONDOMINIUM CAMPGROUND.

Section 2.2. By reason of this Supplement, Amendment and the annexation of the said forty-eight (48) additional units to SPRING BROOK GLEN CONDOMINIUM CAMPGROUND:

- a. As of the effective date hereof, there are ninety-one (91) condominium units.
- b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration of Phase 1 and 2 and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number ninety-one (91) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Section 21 of the Declaration.
- c. As of the effective date hereof, every Unit Owner in both Phase 1 and Phase 2 of SPRING BROOK GLEN CONDOMINIUM CAMPGROUND shall be entitled and

hereby submitted to the condominium form of ownership as part of SPRING BROOK GLEN CONDOMINIUM CAMPGROUND as provided in the Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for SPRING BROOK GLEN CONDOMINIUM CAMPGROUND. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, its successors and assigns, and to all parties hereafter having any interest in the Property.

Section 1.2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase 2, together with all improvements constructed or to be constructed thereon, is hereby annexed to SPRING BROOK GLEN CONDOMINIUM CAMPGROUND and subjected to the provisions of the Declaration. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase 2 Description:

Part of the S 1/2 - SW 1/4 of Section 17 and part of the NW 1/4 - NW 1/4 of Section 20, T13N, R6E, Town of Delton, Sauk County, Wisconsin, described as follows:

**PART "A"**

Commencing at the S.W. corner of said Section 17; Thence S84°28'41"E 607.49' to the point of beginning; Thence S84°00'E 156.22'; Thence N09°30'W 90.93'; Thence S86°50'E 30.75'; Thence N09°30'W 17.52'; Thence S62°00'E 231.93'; Thence S80°00'E 92.52'; Thence N20°00'E 80.00'; Thence S80°00'E 30.67'; Thence N22°00'E 166.46'; Thence N28°30'E 209.49'; Thence N74°30'W 128.69'; Thence N64°00'W 315.75'; Thence N11°20'27"E 88.06'; Thence S63°48'E 350.00'; Thence S72°05'E 153.67' to the Interstate R/W; Thence S16°23'33"W 757.95' along said R/W; Thence N67°55'25"W 383.24'; Thence N53°58'33"W 140.00'; Thence N45°07'12"W 100.82' to the point of beginning. Part "A" contains 4.34 acres of land more or less and is subject to easements of record.

required to be a member of the Association and shall have those Voting Rights as defined in Section 9 of the Declaration.

Section 2.3. The effective date of this Supplement Amendment shall be the date it is recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

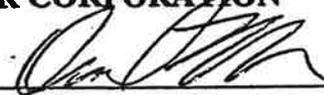
Section 2.4. The Condominium Plat for SPRING BROOK GLEN CONDOMINIUM CAMPGROUND is hereby supplemented by adding the Phase 2 Condominium Plat thereto.

3. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of the SPRING BROOK GLEN OWNERS ASSOCIATION, INC., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to SPRING BROOK GLEN CONDOMINIUM CAMPGROUND. In addition, the following restrictions shall be applicable to Phase 2:

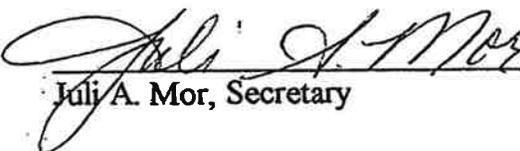
Use of Units. In addition to the use restrictions imposed in the Declaration and all amendments thereto, with respect to Units 44 through 49; 71 through 76; and 151 through 186, only recreational vehicles which meet the definition of a "Park Model Home" as defined in Section 6.08(c) of the Declaration shall be allowed on a Unit. No other form of recreational vehicle shall be located on these Units for camping purposes.

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

**JULIDAR CORPORATION**

By:  (SEAL)  
Darrel Mor, President

ATTEST:

 (SEAL)  
Juli A. Mor, Secretary

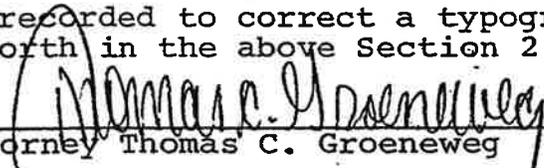
STATE OF WISCONSIN )  
 ) SS  
COUNTY OF SAUK )

Personally came before me this 22<sup>nd</sup> day of January, 1996, the above-named Darrel Mor and Juli A. Mor, President and Secretary respectively, of Julidar Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



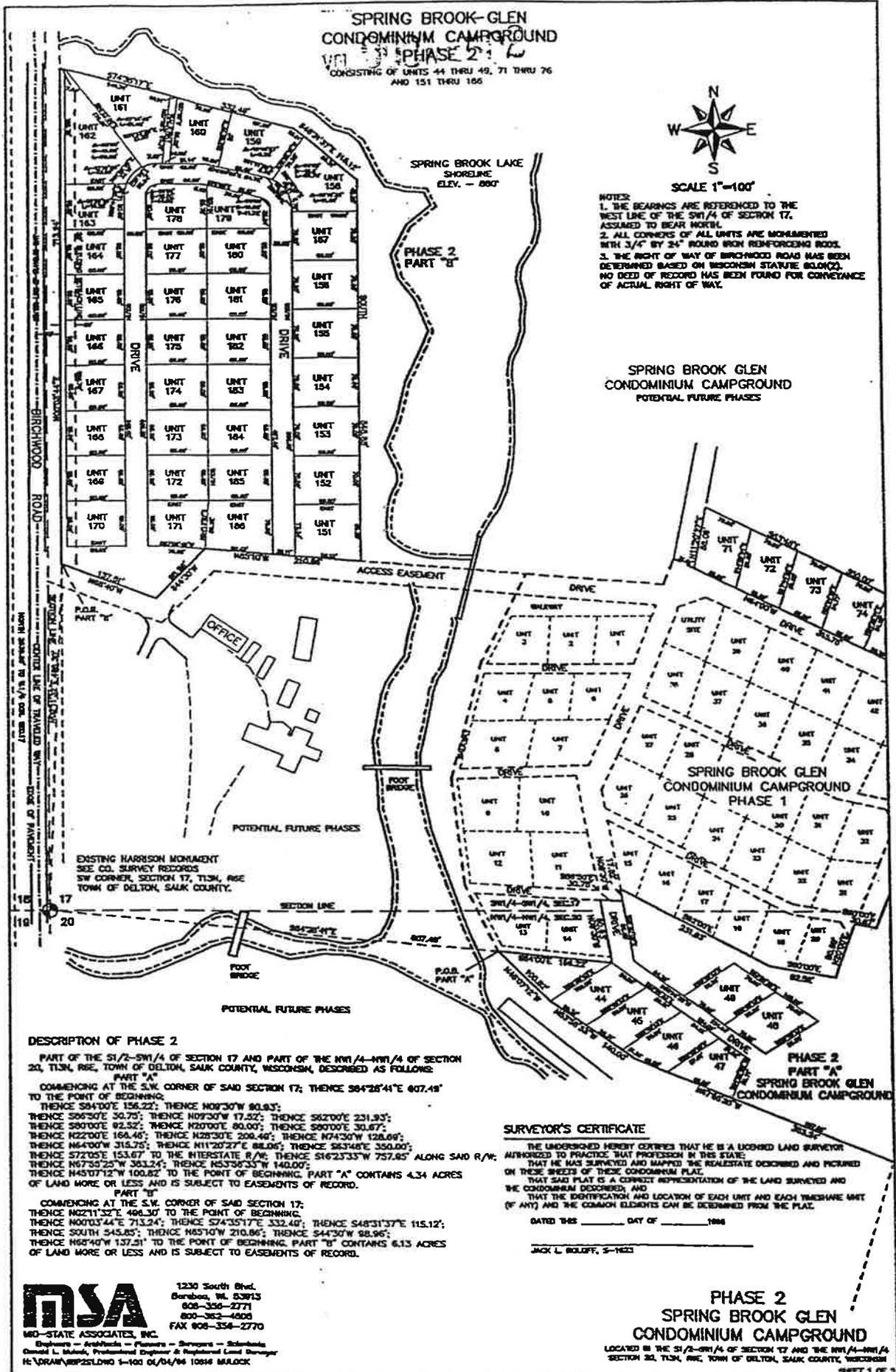
Thomas C. Groeneweg  
Notary Public, Sauk County, Wisconsin  
My Commission is Permanent.

This instrument is being re-recorded to correct a typographical error in the Unit listing as set forth in the above Section 2.1.



Attorney Thomas C. Groeneweg

This instrument is drafted by:  
Attorney Thomas C. Groeneweg  
Quale, Hartmann, Bohl, Reynolds & Pulsfus, S.C.  
619 Oak Street, P. O. Box 443  
Baraboo, WI 53913-0443  
(608) 356-3977  
ajulidardisk@julidar.amc



SPRING BROOK-GLEN  
CONDOMINIUM CAMPGROUND  
PHASE 2  
CONSISTING OF UNITS 44 THRU 49, 71 THRU 76  
AND 151 THRU 186



- NOTES:
1. THE BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW1/4 OF SECTION 17, ASSUMED TO BEAR NORTH.
  2. ALL CORNERS OF ALL UNITS ARE MONUMENTED WITH 3/4" BY 2" BOUNDS FROM REINFORCING RODS.
  3. THE RIGHT OF WAY OF BIRCHWOOD ROAD HAS BEEN DETERMINED BASED ON WISCONSIN STATUTE §104(2). NO DEED OF RECORD HAS BEEN FOUND FOR CONVEYANCE OF ACTUAL RIGHT OF WAY.

SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
POTENTIAL FUTURE PHASES

**DESCRIPTION OF PHASE 2**

PART OF THE SW1/2-SW1/4 OF SECTION 17 AND PART OF THE NW1/4-NW1/4 OF SECTION 20, T13N, R2E, TOWN OF DELTON, SAAK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

**PART "A"**

COMMENCING AT THE S.W. CORNER OF SAID SECTION 17; THENCE S64°25'41"E 607.45' TO THE POINT OF BEGINNING;

THENCE S84°00'E 156.22'; THENCE N09°30'W 80.83';

THENCE S06°30'E 30.75'; THENCE N09°30'W 17.52'; THENCE S62°00'E 231.33';

THENCE S00°00'E 82.52'; THENCE N20°00'E 80.00'; THENCE S90°00'E 30.87';

THENCE N22°00'E 164.40'; THENCE N28°30'E 209.40'; THENCE N74°30'W 128.69';

THENCE N64°00'W 315.75'; THENCE N11°20'27"E 816.06'; THENCE S63°48'E 350.00';

THENCE S72°05'E 153.67' TO THE INTERSTATE R/W; THENCE S162°33'W 757.65' ALONG SAID R/W;

THENCE N67°35'25"W 363.24'; THENCE N53°35'35"W 140.00';

THENCE N45°17'12"W 100.82' TO THE POINT OF BEGINNING. PART "A" CONTAINS 4.34 ACRES OF LAND MORE OR LESS AND IS SUBJECT TO EASEMENTS OF RECORD.

**PART "B"**

COMMENCING AT THE S.W. CORNER OF SAID SECTION 17;

THENCE N02°11'32"E 486.30' TO THE POINT OF BEGINNING;

THENCE N00°03'44"E 713.24'; THENCE S74°35'17"E 332.40'; THENCE S48°31'37"E 115.12';

THENCE SOUTH 245.83'; THENCE N65°10'W 210.86'; THENCE S44°30'W 98.96';

THENCE N85°40'W 137.21' TO THE POINT OF BEGINNING. PART "B" CONTAINS 6.13 ACRES OF LAND MORE OR LESS AND IS SUBJECT TO EASEMENTS OF RECORD.

**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE THAT PROFESSION IN THIS STATE;

THAT HE HAS SURVEYED AND MAPPED THE REAL ESTATE DESCRIBED AND INCORPORATED ON THESE SHEETS OF THESE CONDOMINIUM PLATS;

THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE CONDOMINIUM DESCRIBED; AND

THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND EACH TRESHOLD UNIT (IF ANY) AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1988

JACK L. BOLOFF, S-1622

**MSA**  
MID-STATE ASSOCIATES, INC.  
Engineers - Architects - Planners - Surveyors - Scientists  
Donald L. Mulock, Professional Engineer & Registered Land Surveyor  
H:\DRAW\88P25LDW 1-102 01/04/88 10854 MULOCK

1230 South Blvd.  
Baraboo, WI 53913  
808-336-2771  
800-382-4808  
FAX 808-358-2770

**PHASE 2  
SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND**

LOCATED IN THE SW1/2-SW1/4 OF SECTION 17 AND THE NW1/4-NW1/4 SECTION 20, T13N, R2E, TOWN OF DELTON, SAAK COUNTY, WISCONSIN

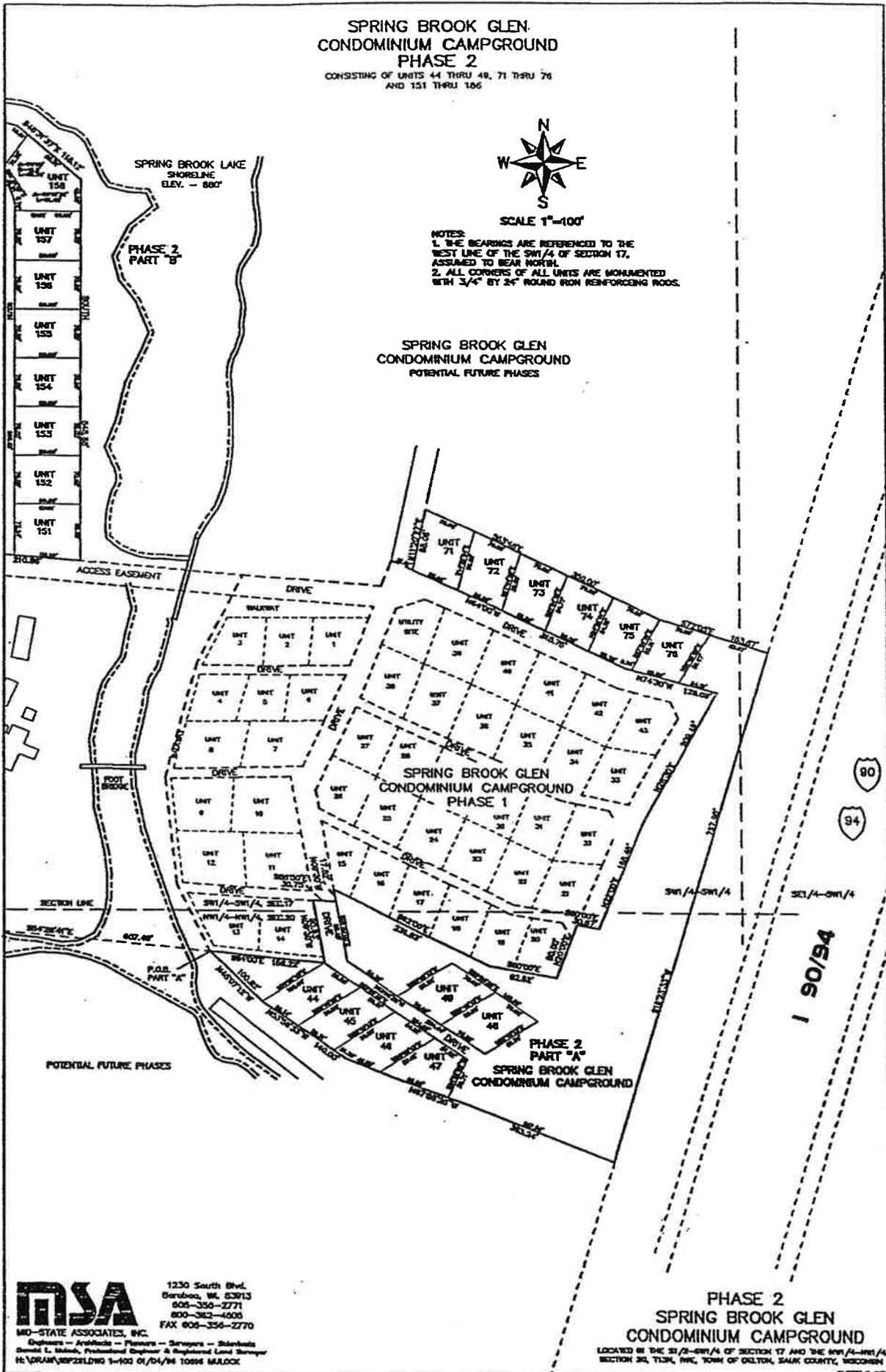
SHEET 1 OF 2

SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
PHASE 2  
CONSISTING OF UNITS 41 THRU 49, 71 THRU 76  
AND 151 THRU 156



NOTES:  
1. THE BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW1/4 OF SECTION 17, ASSUMED TO BEAR NORTH.  
2. ALL CORNERS OF ALL UNITS ARE MONUMENTED WITH 3/4" BY 2" ROUND IRON REINFORCING RODS.

SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
POTENTIAL FUTURE PHASES



**MSA**  
MID-STATE ASSOCIATES, INC.  
Engineers - Architects - Planners - Surveyors - Subcontractors  
1230 South Blvd.  
Baraboo, WI 53913  
608-356-2771  
800-382-4606  
FAX 608-356-2770  
Dennis L. Madock, Professional Engineer & Registered Land Surveyor  
16/DRAB/08PZ21210 1-103 01/04/94 10994 MLDCK

PHASE 2  
SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
LOCATED IN THE SW1/4-SW1/4 OF SECTION 17 AND THE SW1/4-NW1/4  
SECTION 20, T13N, R10E, TOWN OF DILTON, SAUK COUNTY, WISCONSIN  
SHEET 2 OF 2

662221

000140

Document No.

ENT TO FIFTH AMENDMENT TO  
CLARATION OF CONDOMINIUM

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD

AT 3:40 O'CLOCK P M ✓

ON Oct 1 1997

*James R. Keady*  
REGISTRAR

*12.00*  
*ck*

Return to: Jesse S. Ishikawa  
Michael, Best & Friedrich  
P.O. Box 1806  
Madison, WI 53701-1806

Parcel Number

CONSENT TO FIFTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM

The undersigned, being the holder of one or more mortgages against units contained within Spring Brook Glen Condominium Campground, located in the Village of Lake Delton, Sauk County, Wisconsin, hereby consents to the execution by the owner of any unit encumbered by a mortgage held by the undersigned of the attached Fifth Amendment to Declaration of Condominium.

Dated this 23<sup>rd</sup> day of September, 1997.

MORTGAGEE:

THE CIT GROUP/ SALES FINANCING, INC.

By: *Karen W. Cifrese*  
Name & Title: VP-Credit KAREN W. CIFRESE  
(Printed)

By: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
(Printed)

000141

ACKNOWLEDGMENT

STATE OF New Jersey )  
 )  
COUNTY OF Essex ) ss.

Personally came before me this 23<sup>rd</sup> day of September, 1997, the above named Karen W. Cifrese and \_\_\_\_\_, who acknowledged themselves to be the V.P. of Credit and \_\_\_\_\_, respectively, of The CET Group Sales Financing, Inc., and to me known to be the persons who executed the foregoing instrument as such officers of such corporation, by its authority, and acknowledged the same.

Name: [Signature]  
Notary Public, State of New Jersey  
My Commission: \_\_\_\_\_

**SYLVIE L NADEAU**  
**A Notary Public of New Jersey**  
**My Commission Expires 4/3/2000**

This document was drafted by:

Jesse S. Ishikawa  
Michael, Best & Friedrich  
One South Pinckney Street, 7th Floor  
P.O. Box 1806  
Madison, WI 53701-1806

662220

Document No.

000138

CONSENT TO FIFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD ✓

AT 3:40 O'CLOCK P M

ON Oct 1 1997

*James L. Bradley*  
REGISTRAR

12.00  
ck

Return to: Jesse S. Ishikawa  
Michael, Best & Friedrich  
P.O. Box 1806  
Madison, WI 53701-1806

Parcel Number

CONSENT TO FIFTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM

The undersigned, being the holder of one or more mortgages against units contained within Spring Brook Glen Condominium Campground, located in the Village of Lake Delton, Sauk County, Wisconsin, hereby consents to the execution by the owner of any unit encumbered by a mortgage held by the undersigned of the attached Fifth Amendment to Declaration of Condominium.

Dated this 17 day of SEPTEMBER, 1997.

MORTGAGEE:

BANK OF WISCONSIN DELLS

By: *Gary L. Gilliland*  
Name & Title: GARY L. GILLILAND, PRES.  
(Printed)

By: *Jon B. Bernander*  
Name & Title: JON B. BERLANDER VICE PRES.  
(Printed)

000139

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )  
 ) SS.  
COUNTY OF COLUMBIA )

Personally came before me this 17<sup>th</sup> day of SEPTEMBER, 1997, the above named Gary L. Gilliland and Jon B. Bernander, who acknowledged themselves to be the Pres. and Vice Pres., respectively, of Bawka & W. Dells, and to me known to be the persons who executed the foregoing instrument as such officers of such corporation, by its authority, and acknowledged the same.

Michelle M. Metcalfe  
Name: Michelle M. Metcalfe  
Notary Public, State of Wisconsin  
My Commission: March 28, 1999

This document was drafted by:

Jesse S. Ishikawa  
Michael, Best & Friedrich  
One South Pinckney Street, 7th Floor  
P.O. Box 1806  
Madison, WI 53701-1806



recorded as Document No. 630341, in Volume 003 of Condominiums, page 452, and rerecorded as Document No. 638693, in Volume 003 of Condominiums, page 497. Said declaration of condominium, as modified by said amendments, is referred to herein as the "Declaration."

B. An amendment to the Declaration has been executed by two-thirds or more of the owners of the Units within the Condominium and their respective mortgagees. Executed originals of the amendment are available for review in the offices of Julidar Corporation.

C. The amendment (the "Fifth Amendment") amends the Declaration as follows:

1. Section 3 of the Declaration is hereby amended to read, in its entirety:

The aforesaid real estate and all buildings and improvements thereon and thereto shall be known as **SPRING BROOK GLEN CONDOMINIUM**.

Furthermore, all references in the Declaration to "Spring Brook Glen Condominium Campground" are hereby changed to "Spring Brook Glen Condominium."

2. Section 6.08 of the Declaration is amended to read, in its entirety:

Recreational Vehicle. A self-contained vehicular type unit initially designed as temporary living quarters for recreational camping, or travel use, which either has its own motor power or is drawn by another vehicle. For purposes of this Declaration, said unit includes only the following:

a. "Park Model Home." On all Units other than Unit 19, the vehicular unit shall be a factory made recreational unit with a factory installed shingled roof having a floor area of not less than 350 square feet and a maximum floor area of 399 square feet.

b. "Fifth Wheel Unit." On Unit 19, the existing fifth wheel type unit now located upon the Unit may continue to exist upon Unit 19 even though it is not a Park Model Home as described in a., above. Once the existing fifth wheel type unit is removed from Unit 19, however, any future self-contained vehicular type units placed on Unit 19 shall be a Park Model Home.

3. Section 6.13 of the Declaration is amended to read, in its entirety:

6.13 Declarant. Julidar Corporation, a Wisconsin corporation, or any assignee named in any written, recorded assignment executed by Julidar

Corporation as the successor to Julidar Corporation's rights as "Declarant" hereunder.

4. Subsection 1. of Section 12.02 of the Declaration is hereby deleted in its entirety.

5. Section 22 of the Declaration is hereby amended to read, in its entirety:

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 21 herein, this Declaration may be amended with the written consent of at least two-thirds (2/3rds) of the Unit Owners, who shall together own not less than two-thirds (2/3rds) of the Units. A Unit Owner's written consent shall not be effective unless it is approved by the mortgagee or land contract vendor of the Unit, if any.

6. The last paragraph of Section 23.01 of the Declaration is hereby amended to read, in its entirety:

The rights reserved to the Declarant, its assigns or its duly-appointed agents in this Section 23 shall run with the land and shall exist only until the last Unit or fractional interest therein owned by the Declarant, its assigns or its duly-appointed agents in the initial Condominium or in the Expansion Area thereof, as provided for herein have been sold, and whereupon such rights shall automatically cease and terminate without notice or other action by any party. Said rights shall, until the time above prescribed, exist for the benefit of the Declarant, its assigns or its duly-appointed agents and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee or any person having an interest in the Property, or any part or portion thereof. Notwithstanding the foregoing, all rights reserved by Declarant to use the easement areas described in Sections 2.01 and 2.02 of this Declaration shall not be so terminated, but shall benefit Declarant and its successors and assigns as owners of the lands described in Section 2.02 of the Declaration.

7. A new Section 23.13 is hereby added to the Declaration, to read, in its entirety:

The Association, acting through the Board, shall have the right to delegate any of the powers described in Section 703.15(3) of the Wisconsin

Statutes to a non-profit corporation or unincorporated association (the "Master Association") which is created for the purpose of exercising one or more of the powers described in Section 703.15(3) of the Wisconsin Statutes on behalf of one or more condominiums or for the benefit of the Unit Owners of one or more condominiums. Such powers shall be limited, however, to making contracts and incurring liabilities; regulating and imposing charges for the use of common elements; causing additional improvements to be made as part of the common elements; acquiring, holding, encumbering or conveying any right, title or interest in or to any real property that is part of the common elements; granting easements through or over common elements; or receiving any income derived from payments, fees or charges for the use, rental or operation of any common elements, where, in all the foregoing cases, the common elements are common elements to both the Condominium and to one or more other condominiums. If the Association elects to delegate any of such powers to the Master Association, then the executive board of the Master Association shall be elected after the period of Declarant control set forth in Section 23.01 in the following manner: all members of the executive board of each condominium subject to the Master Association may elect specified members of the executive board to the Master Association. The number of members to be elected by each condominium shall, as nearly as possible, reflect the ratio that the number of Units within such condominium bears to the total number of Units within all condominiums that are subject to the Master Association.

D. He executes this Affidavit for the purpose of placing of public record the fact that the Declaration has been amended in accordance with the terms of the Fifth Amendment.

E. Further affiant sayeth naught.

Dated this 26<sup>th</sup> day of September, 1997.

  
 \_\_\_\_\_  
 Darrel A. Mor

000146

Subscribed and sworn to before me  
this 26<sup>th</sup> day of September, 1997.

James S. Holden  
Name: JAMES S. HOLDEN  
Notary Public, State of Wisconsin  
My Commission: EXPIRES 2/21/99

This document was drafted by:

Jesse S. Ishikawa  
Michael, Best & Friedrich  
One South Pinckney Street, 7th Floor  
P.O. Box 1806  
Madison, WI 53701-1806  
(608) 257-3501

e:\xf\client\51239\0001\jsi0559.w52|9/3/97

## ARTICLES OF INCORPORATION

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United States of America  
State of Wisconsin  
OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

577772



*Douglas La Follette*

DOUGLAS LA FOLLETTE  
Secretary of State

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD ✓

AT 8<sup>30</sup> O'CLOCK A M

ON Jan. 25 19 93

*Mary Klingemeyer*  
REGISTRAR

G. H. B.

20<sup>00</sup>  
cr

ARTICLES OF INCORPORATION  
OF  
SPRING BROOK GLEN OWNERS ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

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

ARTICLE I

Name

The name of the corporation shall be SPRING BROOK GLEN OWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for SPRING BROOK GLEN CONDOMINIUM as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

010

(c) To engage in any lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit Corporation may be organized under the Wisconsin Non-Stock Corporation Law.

#### ARTICLE IV

##### Powers

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

(a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners, and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the

Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To acquire and hold title to units for the benefit of the unit owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired for the benefit of all unit owners as set forth in the Declaration;

(j) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(k) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Members

All owners of units in SPRING BROOK GLEN CONDOMINIUM shall be entitled and required to be members of the Association, and membership shall at all times consist exclusively of and be limited to such unit owners. The Association shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the By-Laws of the Association.

ARTICLE VI

Registered Agent and Principal Office

The location of the initial principal office of the Association shall be S1264A Birchwood Road, Wisconsin Dells, WI 53965, and the initial registered agent at such address shall be Darrel Mor. The principal office is located in Sauk County.

ARTICLE VII

Directors

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

removed shall be provided in the By-Laws.

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

Darrel Mor  
23 W. Kansas Avenue  
Wisconsin Dells, WI 53965

Juli Mor  
23 W. Kansas Avenue  
Wisconsin Dells, WI 53965

Vivian L. LaVigne  
S1264A Birchwood Road  
Wisconsin Dells, WI 53965

ARTICLE VIII

Officers

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

ARTICLE IX

Incorporator

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

Darrel Mor  
23 W. Kansas Avenue  
Wisconsin Dells, WI 53965

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, officers, or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Association may pay compensation in reasonable amounts to employees, members, directors, and



BY-LAWS

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BY-LAWS  
OF  
SPRING BROOK GLEN OWNERS ASSOCIATION, INC.

Pursuant to Articles of Incorporation of SPRING BROOK GLEN OWNERS ASSOCIATION, INC., and the Condominium Declaration for SPRING BROOK GLEN CONDOMINIUM CAMPGROUND, recorded in the Office of the Register of Deeds for Sauk County, Wisconsin, the following are adopted as the By-Laws of SPRING BROOK GLEN OWNERS ASSOCIATION, INC., which is a non-profit, non-stock corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to Spring Brook Glen Owners Association, Inc., its successors and assigns.

"Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time recorded and amended.

"Common Elements" mean all of the condominium except its surpluses of the Association.

"Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association.

"Condominium" means property subject to the condominium declaration.

"Condominium Instruments" mean this declaration, plats and plans of this Condominium together with any attached exhibits or schedules.

"Declarant" shall mean and refer to Julidar Corporation, a Wisconsin corporation, and its assigns, together with any successor to all or substantially all of its business of developing the real property which is or may become subject to this declaration.

"Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this entire document, executed January 8, 1993 and recorded January 27, 1993 in the Office of the Register of Deeds for Sauk County, Wisconsin in Volume 003 of Condominiums, Pages 001-053 inclusive, as Document No. 577949 by the Declarant, and all subsequent amendments and supplements thereto.

"Limited Common Elements" mean those common elements identified in the declaration or on the condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

"Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

"Person" means an individual, corporation, partnership, association, trustee or other legal entity.

"Property" means unimproved land, land together with improvements on it or improvements without the underlying land.

"Unit" means a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a

building.

"Unit Number" means the number, letter or combination thereof, identifying a Unit in this declaration.

"Unit Owner" means a person, combination of persons, partnership or corporation who holds legal title to a Condominium Unit or has equitable ownership as a land contract vendee.

## ARTICLE II

### MEMBERS, MEETINGS AND VOTING

Section 1. Members. All owners of Units in SPRING BROOK GLEN CONDOMINIUM CAMPGROUND shall be entitled and required to be members of the Association. No person or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit. The Association shall have two classes of voting membership, and the rights and qualifications of the members are as follows:

a. Class A Members.

1. Defined - Class A Members shall be all Unit Owners with the exception of the Declarant, and shall have one (1) vote for each Unit owned.

2. One (1) Vote Per Unit - When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

3. Transfer of Membership - Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of Unit, date of transfer, name of person designated to vote and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes in its records effective as of the date of transfer.

b. Class B Members.

1. Defined - Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:

(a) When the total votes outstanding in Class A membership equal or exceed the total outstanding Class B membership, or

(b) Ten (10) years from the date of the recording of the Declaration.

2. Reinstatement - The Declarant shall be entitled to reinstatement as a Class B member of the Association at the time of each expansion of the Condominium as provided in Section 21 of the Declaration. In such event, Declarant shall be entitled to all of the rights and privileges of Class B membership, including three (3) votes for each Unit owned by it. Each such

reinstatement of Class B membership shall terminate when the total votes outstanding in Class A membership again equal or exceed the total votes outstanding in Class B membership.

3. Rights of Declarant - Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and the officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association or its officers. However, this control shall not extend for a period exceeding the earlier of: (1) ten (10) years from the date of recording of the Declaration, or (2) thirty (30) days after the conveyance of seventy-five (75%) percent of the common interests to purchasers, including those Common Elements which are the subject of a possible expansion of the Condominium as set forth in Section 21 of the Declaration.

Section 2. Quorum and Proxies for Member's Voting. A quorum for member's meetings shall consist of members present, in person or by proxy, who are entitled to cast not less than Ten percent (10%) of all the votes which the members are then entitled to cast if all members were present in person. Votes may be cast in person or by proxy. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members, unless provided otherwise under the Act or Declaration. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, they must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 3. Time, Place, Notice and Calling of Member's Meetings. Written notice of all meetings stating the time and place and purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit Owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days or more than sixty (60) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

Section 4. Annual and Special Meetings. The annual meeting shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President and any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members who have one-third (1/3) or more of all votes entitled to be cast.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until Class B membership ceases and is converted to Class A membership as provided in Article II. Notwithstanding the foregoing, prior to the conveyance of twenty-five (25%) percent of the Units in SPRING BROOK GLEN CONDOMINIUM CAMPGROUND, an Association meeting shall be held and Unit Owners other than Declarant shall elect at least twenty-five (25%) of the Board of Directors. Prior to the conveyance of fifty (50%) percent of the Units by Declarant, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors.

Section 2. Number and Qualifications of Directors. After the termination of Class B membership, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms by which they severally hold office as set forth in Section 4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

Section 3. Powers and Duties of the Board of Directors. The affairs of the Association including management and operation of the Condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

Section 4. Election and Term of Directors. At the first annual meeting of Association after the initial termination of Class B Membership, the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows: (a) Two (2) Directors whose term shall expire after one (1) year, at the next annual meeting of the Association; (b) Two (2) Directors whose terms shall expire after two (2) years at the second annual meeting of the Association after their election; (c) One (1) Director whose term shall expire after three (3) years, at the third annual meeting of the Association after his election.

Section 5. Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a 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 members at which that class of Directors is to be elected.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

Section 7. Regular Meeting and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

Section 8. Special Meetings and Notice. Special meetings of the board of Directors may be called by the President or by two (2) Directors on three (3) days' prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

Section 9. Waiver of Notice. Before, or after any meeting of the Board of Directors, 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 of the time and place thereof. If all of 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 10. Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

Section 11. Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

## ARTICLE IV

### OFFICERS

Section 1. Designation of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any date specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 6. Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accord with the provisions herein. The President shall perform such duties and have such authority as are delegated by the Board of Directors.

b. 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 both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other 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 of Directors.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; maintain the book of resolutions; serve notices to members as provided in Article II; keep appropriate current records showing the members of the Association together with their addresses; conduct elections as specified in Article III, and shall perform such other duties as are required by the Board.

d. Treasurer. The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board of Directors, shall cosign any promissory notes and contracts; keep proper books of accounts; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board and to the membership at its regular annual meeting.

e. Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or admitted to be taken by him as a Director or officer of the Association, if such person (a)

exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or admitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide Director's and officer's liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

Section 7. Compensation. No Director or officer of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

## ARTICLE V

### OPERATION OF THE PROPERTY

Section 1. The Association. The Association, acting through the Board of Directors, shall be responsible for the administration, management and operation of Condominium property, in accordance with the Declaration, the Articles of Incorporation and these By-Laws. The Association may contract for management services and a management agent with respect to the administration and operation of the Condominium.

Section 2. Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Unit shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these By-Laws. (See Article IX).

Section 3. Common Expenses. The Board of Directors shall determine the Common Expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of assessments payable by each Unit to meet the estimated Common Expenses of the Association for the ensuing year. The amount required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due monthly. If not paid on or before the due date, the assessment shall bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate to be set by the Association for each assessment period. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

Section 4. Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "Operating Fund" and the other the "Reserve Fund". The Operating Fund shall be used for all Common Expenses which occur with at least annual frequency, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, insurance, common services, administration, materials and supplies. The Reserve Fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the Operating Fund may be charged against the Reserve Fund. In the event that both funds prove inadequate to meet the necessary Common Expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners.

The Reserve Fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property or against each Unit, if resulting from action by the Association. The Unit Owner or Owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the Reserve Fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to preserve the aesthetics of the Condominium property. The full amount of the cost of any such maintenance or repair shall be assessed to the Unit Owner responsible therefor. The annual budget shall be prepared and determined by August 1 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit by the date of the annual member's meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty (50%) percent of the membership entitled to vote with respect to such assessments, then the Directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting the vote may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided further, that if a budget and assessments have not been established and made for any two (2) preceding years, then the budget and assessments may not be revised downward until two (2) years of experience exist.

Section 5. Borrowing. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

Section 6. Insurance. The Board of Directors shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance covering the condominium for the benefit and protection of the Association and all of the unit owners. Such insurance shall cover the buildings and all other insurable improvements forming part of the condominium including the units, but not including the furniture and furnishings. The Board of Directors shall also provide public liability insurance covering all claims commonly insured against covering the common elements in such amounts as shall be determined at the discretion of the Board of Directors from time to time.

Section 7. Effect of Nonpayment of Assessments: Remedies of Association. Any assessment not paid when due shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the Act until paid and may upon resolution of the Association bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Association for each assessment. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the said lien against the property in like manner as a mortgage of real estate. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owner of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

## ARTICLE VI

### REPAIRS AND MAINTENANCE

Section 1. Individual Units. Each Unit Owner shall furnish, at his own expense, and be responsible for the following:

--the maintenance, repairs and replacements of all conduits, ducts, sewers, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries or are within the Limited Common Element appurtenant to each Unit.

--all of the maintenance, repairs and replacements within his own Unit, all of the doors and windows appurtenant thereto and any portion of utility service facilities located within the Unit boundaries; provided, however, such maintenance, repairs and replacements as may

be required for the bringing of water, sewer and electricity to the Unit, shall be furnished by the Association as part of the Common Expenses.

Section 2. Common Elements and Facilities. The Association, subject to the rights of the Unit Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specifically assessed to such Unit Owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common and Limited Common Elements.

--landscaping, tree pruning, grass cutting, edging and trimming. Repair, replacement or restoration of roads, drives, parking areas and retaining walls.

--snow removal.

--maintenance, repair and restoration as necessary of sanitary sewer tile systems.

--maintenance and repair of sewer and water lines located outside of the condominiums but within the common areas.

--provision, maintenance and storage of equipment and materials required to accomplish the foregoing.

Section 3. Owner Maintenance and Limited Common Elements. Each Unit Owner, at his sole expense, shall be responsible for repair, maintenance and appearance of the porch, patio, balcony or any other Limited Common Element appurtenant to his Unit, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. The Unit Owner shall not paint or otherwise decorate, restructure or adorn or change the appearance of any such Common Element appurtenant to his Unit without the approval of the Architectural and Environmental Control Committee. Each Unit Owner shall be responsible for snow and ice removal from those areas which are a part of the Limited Common Element appurtenant to his Unit.

Section 4. Association Services. The Association may provide any service or maintenance requested by Unit Owner or Owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners thereof.

## ARTICLE VII

### DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 1. Rules and Regulations. The Units and Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations of the Association, including the following:

a. Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Notwithstanding the foregoing, Declarant reserves the right to use an unsold Unit as a "model" and/or sales office, for its own use, or for the use of its agents', lessees, and assigns.

b. Obstructions. There shall be no obstruction of the Common Elements nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein.

c. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof to increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any owner or any invitee of any owner and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any damage or waste caused by him or his invitees, to the Association or other owners. No noxious, destructive or offensive activities shall be carried on in any Unit or in the Common Elements or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any other person at any time lawfully residing in the Unit.

d. Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Association or Declarant.

e. Animals. No animals of any kind shall be permitted in any Unit, Common Element or Limited Common Element.

f. Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Association.

g. Conflict. The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration and the documents, contracts, declarations and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations and easements set forth in reference therein shall govern.

Section 2. Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work on his own Unit which is not the responsibility of the Association as provided in the Condominium documents and which if omitted, would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Unit Owners, as the case may be, for any damages cause by his failure to do so.

## ARTICLE VIII

### GENERAL

Section 1. Address. The mailing address of this Association shall be Darrel Mor, P.O. Box 235, S1264A Birchwood Road, Wisconsin Dells, WI 53965 until termination of Class B membership in the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

Section 3. Seal. The Association shall not purchase nor use a corporate seal and the words "NO SEAL" shall be used in place of a corporate seal on any documents providing for a seal.

## ARTICLE IX

### AMENDMENTS

Section 1. By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of not less than sixty-seven (67%) percent of the votes present or represented at such meeting, provided a quorum is in attendance.

Section 2. By Directors. These By-Laws may also be altered, amended or repealed and new By-Laws may be adopted by the Board Directors by an affirmative vote of a majority of the Directors present at any meeting at which a quorum is in attendance. No By-Law adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-Law so adopted so provides.

Section 3. Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

## ARTICLE X

### POWERS

This Association shall have the power to:

- a. To exercise exclusive management and control of the Common Elements and facilities and Limited Common Elements described and set forth in the Declaration;
- b. To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;
- c. To maintain, repair, replace, reconstruct, operate and protect the Common Elements and facilities and Limited Common Elements as set forth in the Declaration;
- d. To determine, levy and collect assessments against the Unit Owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the Common Expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the Common Elements and facilities and Limited Common Elements as described and set forth in the Declaration;
- e. To enter into contracts on behalf of the Unit Owners, and act as agent of the Unit Owners, with regard to, among other things, common services as required for each Unit, utilities, and such other matters as may be determined by the members of the Association;
- f. To purchase insurance on the Condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;
- g. To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the Condominium property in the manner provided by the Declaration;
- h. To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the Units, and any rules and regulations governing the use and operation of the Condominium property;
- i. To acquire and hold title to Units for the benefit of the Unit Owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said Units so acquired for the benefit of all Unit Owners as set forth in the Declaration;
- j. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

- k. To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

#### ARTICLE XI

#### MISCELLANEOUS

Section 1. Indemnity of Officers and Directors. Every person who is or was a Director or an officer of the Association together with the heirs, executors and administrators of such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he has made or threatened to be made a party by reason of his being or having been such Director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, Directors or employees shall be entitled as a matter of law.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article XI contain shall be deemed to obligate the Association to indemnify any member or owner of the Condominium Unit who is or has been an employee, Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Wisconsin Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a Condominium Unit.

Section 2. Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file any lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the membership list of the Association.

Section 3. Mortgages. Any Unit Owner who mortgages his Unit of any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage and the Secretary shall maintain all such information in the membership list of the Association. The Board of Directors at the request of any mortgagee, owner or any prospective purchaser of any Unit or interest therein shall report to such person within ten (10) business days, the amount of any assessments against such Unit when due and unpaid.

Section 4. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Wisconsin Condominium Ownership Act, which shall control in case of any conflicts.

Section 5. Interpretation. In case of any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid in any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

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Spring Brook Glen Owners Association Inc.

Budget

August 1, 1998 through July 31, 1999

*Income:*

Membership Dues	\$9,360
(78 Units @ \$120/year)*	
<b>Total Income:</b>	<b>\$9,360</b>

*Expenses:*

Bank Service Charges	\$40
Insurance	\$1,500
Licenses and Permits	\$30
Office Supplies	\$50
Postage and Delivery	\$250
Accounting Fees	\$200
Legal Fees	\$500
Equipment Repairs	\$400
Electricity	\$900
Miscellaneous Expenses	\$200
Service Contract	\$3,600

**Total Expenses:** **\$7,670**

**Contribution to Reserve Fund:** **\$1,690**

**Total Expenses and  
Contribution to Reserve Fund:** **\$9,360**

\* The recreational facilities are available for use by the owners of units in the condominium who wish to purchase a Recreation Area Annual Membership. The cost of this annual membership is \$240 per year in addition to the above Annual Association Dues in the amount of \$120 per year.

## WATER SUPPLY AGREEMENT

THIS AGREEMENT, made this 15 day of February, 1996, by and among JULIDAR CORPORATION (hereinafter "Declarant") and SPRING BROOK GLEN CONDOMINIUM CAMPGROUND ASSOCIATION, INC., a non-profit, non-stock Wisconsin corporation (the "Association")

### WITNESSETH:

WHEREAS, Declarant has submitted certain real property to the condominium form of ownership as provided in Chapter 703 of the Wisconsin Statutes (the "Act"), said real estate being known as Spring Brook Glen Condominium Campground (the "Condominium"), and has designated certain other real property, described in said Declaration, as future phases which may be annexed and added to the Condominium; and

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

WHEREAS, Declarant has been granted an irrevocable power of attorney, coupled with an interest, and the Association has been granted powers, to execute and record all documents and legal instruments necessary to declare, create and provide for access and development easements and utility services, easements and agreements with respect to the real property known as Spring Brook Glen Condominium Campground to the Condominium Declaration for Spring

Brook Glen Condominium Campground, recorded January 27, 1993 in the Office of the Register of Deeds for Sauk County, Wisconsin, as Document No. 577949, as amended and supplemented ("the Declaration"); and

WHEREAS, the Declarant wishes to supply water to Condominium Units 151-186 from a well located on its property to the immediate south of such property, the approximate location of which well is depicted on a map attached hereto as Exhibit "A" ("the well"); and

WHEREAS, in connection with incremental development of the Condominium and to facilitate the development by Declarant of certain adjoining areas, the parties are desirous of granting, creating and accepting reciprocal easements, rights and obligations with respect to water supply for their respective properties, benefiting and encumbering their respective properties for purposes and upon the terms and conditions stated herein;

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

1. The Declarant hereby agrees to supply water to Units 151-186 of the Condominium at no cost to the owners of such units, nor to the Association. This provision notwithstanding, the Association shall be solely responsible for that portion of the water distribution system which serves only the above units, including, without limitation, all pipes and units which serve only such units and further provided that the Association shall be solely responsible for all costs of complying with all governmental regulations associated with the maintenance and use of the well and that portion of the distribution system which exclusively serves the above units..

Brook Glen Condominium Campground, recorded January 27, 1993 in the Office of the Register of Deeds for Sauk County, Wisconsin, as Document No. 577949, as amended and supplemented ("the Declaration"); and

WHEREAS, the Declarant wishes to supply water to Condominium Units 151-186 from a well located on its property to the immediate south of such property, the approximate location of which well is depicted on a map attached hereto as Exhibit "A" ("the well"); and

WHEREAS, in connection with incremental development of the Condominium and to facilitate the development by Declarant of certain adjoining areas, the parties are desirous of granting, creating and accepting reciprocal easements, rights and obligations with respect to water supply for their respective properties, benefiting and encumbering their respective properties for purposes and upon the terms and conditions stated herein;

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

1. The Declarant hereby agrees to supply water to Units 151-186 of the Condominium at no cost to the owners of such units, nor to the Association. This provision notwithstanding, the Association shall be solely responsible for that portion of the water distribution system which serves only the above units, including, without limitation, all pipes and units which serve only such units and further provided that the Association shall be solely responsible for all costs of complying with all governmental regulations associated with the maintenance and use of the well and that portion of the distribution system which exclusively serves the above units..

2. Nonexclusive easements are hereby granted and created by the Declarant to the Association affecting the property described in Exhibit "B" for the benefit of the Association and the above described condominium units for the installation, access, use, maintenance, repair and replacement of all wells, water mains, laterals, pipes and lines conducting and carrying water over, upon, across and under the Condominium as necessary or advisable for the purpose of supplying water to the Condominium from a well located on the property of the Declarant. Declarant reserves the right to unilaterally amend the description of the above easement area by obtaining a survey description of the area in which the well and laterals are located and using such description in a written amendment to this easement agreement, which amendment shall be recorded in the office of the Sauk County Register of Deeds.

4. Declarant shall be solely responsible for the cost and expense of installing, constructing, laying or establishing any water pipes or lines necessary to establish and provide water service to Units 151-186 of the Condominium.

5. The foregoing easements, rights and obligations shall be perpetual, and shall be continuing covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all parties hereafter having any interest in the properties described herein provided, however, the Declarant's obligation to furnish water to Units 151-186 shall terminate upon any <sup>one</sup> of the following events:

A. Upon the extension of water service to such Units by any municipal entity. In such an event, the Declarant may unilaterally file an Affidavit affirming the extension of such service to the above Units, the effect of which will be to nullify this Agreement and all easements related thereto.

B. Upon the Declarant's deeding of the well and conveyance of any land and/or easements necessary for the continued service of the above Units by the well.

6. This agreement is non-exclusive as to the rights conveyed by Declarant in regard to the well located on the property owned by Declarant. The Declarant, for itself, its successors and assigns, reserves the right to unilaterally convey to additional parties rights in the above well and to unilaterally enter into additional agreements with other parties for the supplying of water from such well.

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

**JULIDAR CORPORATION**

Attest: Juli A. Mor  
Juli A. Mor, Secretary

By: Darrel Mor  
Darrel Mor, President

**SPRING BROOK GLEN CONDOMINIUM  
CAMPGROUND ASSOCIATION, INC.**

Attest: Juli A. Mor  
Secretary

By: Darrel Mor  
President

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF SAUK        )

Personally came before me this 15 day of February, 1996, Darrel Mor, President and Juli A. Mor, Secretary, of Julidar Corporation, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the same as such officers by its authority, for the purposes therein contained.

James J. Holden

Notary Public, Sauk County, WI

My Commission: EXPIRES 2/21/99

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF SAUK        )

Personally came before me this 15 day of February, 1996, DARREL MOR,  
President and JULIE A. MOR, Secretary, of Spring Brook Glen Condominium  
Campground Association, Inc., to me known to be the persons and officers who executed the  
foregoing instrument, and acknowledged that they executed the same as such officers by its  
authority, for the purposes therein contained.



Notary Public, Sauk County, WI

My Commission: EXPIRES 2/21/99

This instrument drafted by:  
Attorney Thomas C. Groeneweg  
Baraboo, WI 53913-0443  
ajulidardisk10\water.agr

EXHIBIT "A"

SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
PHASE 2

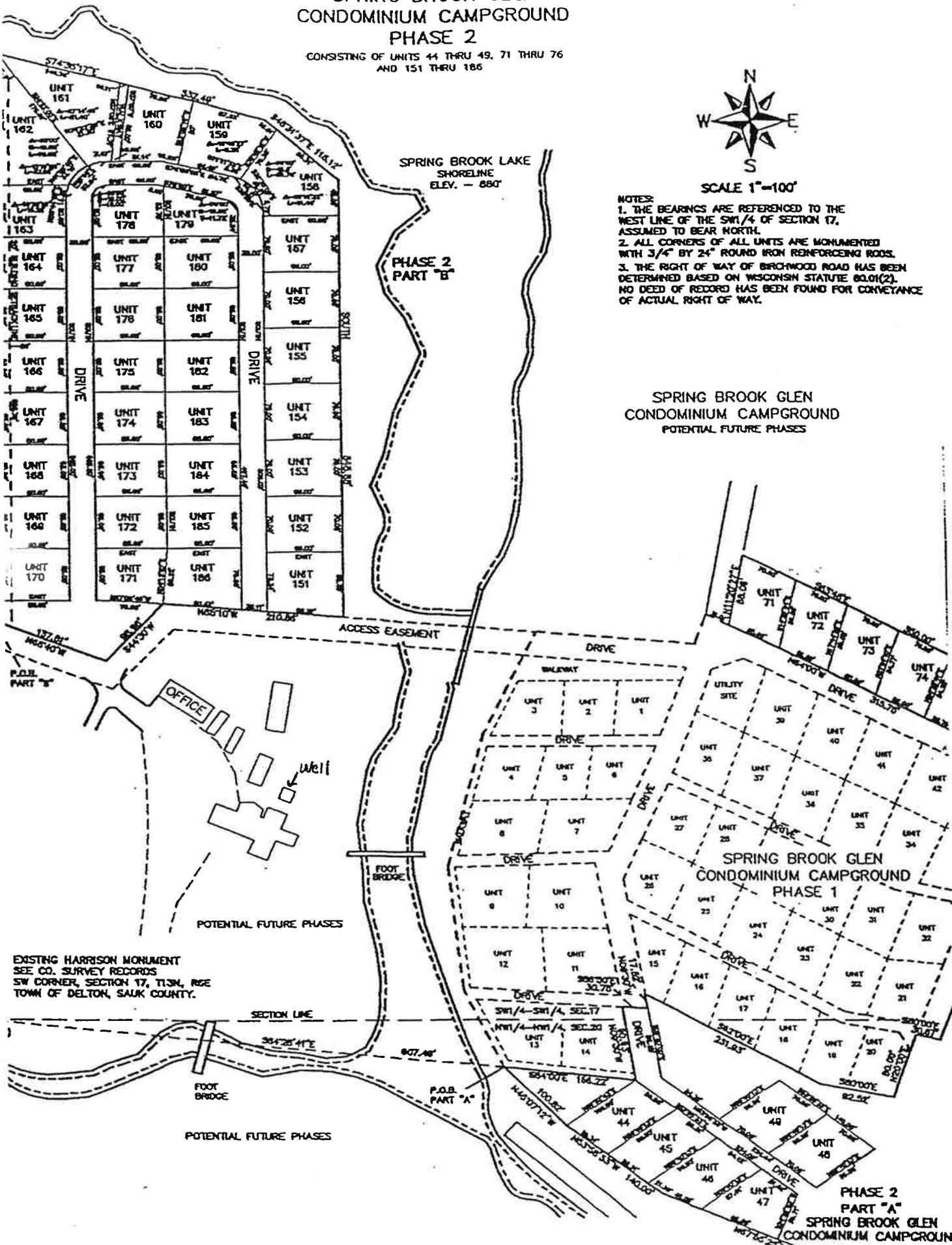
CONSISTING OF UNITS 44 THRU 49, 71 THRU 76  
AND 151 THRU 186



SCALE 1"=100'

- NOTES:
1. THE BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW 1/4 OF SECTION 17, ASSUMED TO BEAR NORTH.
  2. ALL CORNERS OF ALL UNITS ARE MONUMENTED WITH 3/4" BY 24" ROUND IRON REINFORCING RODS.
  3. THE RIGHT OF WAY OF BIRCHWOOD ROAD HAS BEEN DETERMINED BASED ON WISCONSIN STATUTE 60.01(2). NO DEED OF RECORD HAS BEEN FOUND FOR CONVEYANCE OF ACTUAL RIGHT OF WAY.

SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
POTENTIAL FUTURE PHASES



EXISTING HARRISON MONUMENT  
SEE CO. SURVEY RECORDS  
SW CORNER, SECTION 17, T13N, R2E  
TOWN OF DELTON, SAUK COUNTY.

SECTION LINE  
384'25.41'E  
807.46'  
FOOT BRIDGE  
P.O.B. PART "A"

POTENTIAL FUTURE PHASES

PHASE 2  
PART "A"  
SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND

B. Upon the Declarant's deeding of the well and conveyance of any land and/or easements necessary for the continued service of the above Units by the well.

6. This agreement is non-exclusive as to the rights conveyed by Declarant in regard to the well located on the property owned by Declarant. The Declarant, for itself, its successors and assigns, reserves the right to unilaterally convey to additional parties rights in the above well and to unilaterally enter into additional agreements with other parties for the supplying of water from such well.

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

**JULIDAR CORPORATION**

Attest: Juli A. Mor  
Juli A. Mor, Secretary

By: Darrel Mor  
Darrel Mor, President

**SPRING BROOK GLEN CONDOMINIUM  
CAMPGROUND ASSOCIATION, INC.**

Attest: Juli A. Mor  
Secretary

By: Darrel Mor  
President

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF SAUK        )

Personally came before me this 15 day of February, 1996, Darrel Mor, President and Juli A. Mor, Secretary, of Julidar Corporation, to me known to be the persons and officers who executed the foregoing instrument, and acknowledged that they executed the same as such officers by its authority, for the purposes therein contained.

James J. Holden

EXHIBIT "A"

SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
PHASE 2

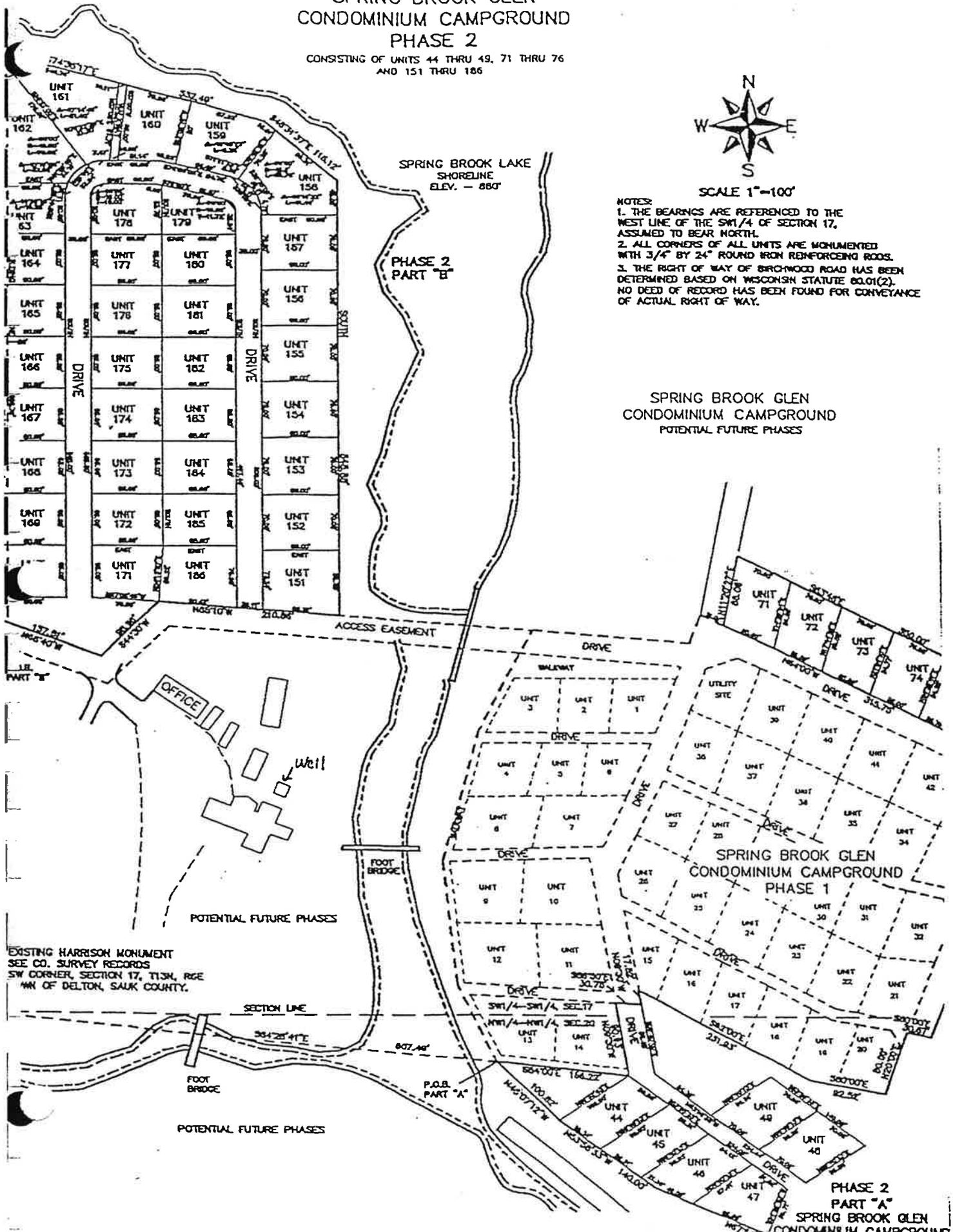
CONSISTING OF UNITS 44 THRU 49, 71 THRU 76  
AND 151 THRU 186



SCALE 1"=100'

- NOTES:
1. THE BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW 1/4 OF SECTION 17, ASSUMED TO BEAR NORTH.
  2. ALL CORNERS OF ALL UNITS ARE MONUMENTED WITH 3/4" BY 24" ROUND IRON REINFORCING RODS.
  3. THE RIGHT OF WAY OF BIRCHWOOD ROAD HAS BEEN DETERMINED BASED ON WISCONSIN STATUTE 80.01(2). NO DEED OF RECORD HAS BEEN FOUND FOR CONVEYANCE OF ACTUAL RIGHT OF WAY.

SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND  
POTENTIAL FUTURE PHASES



EXISTING HARRISON MONUMENT  
SEE CO. SURVEY RECORDS  
SW CORNER, SECTION 17, T13N, R1E  
1/4 MI. OF DELTON, SAUK COUNTY.

SECTION LINE  
FOOT BRIDGE  
P.O.B. PART "A"

PHASE 2  
PART "A"  
SPRING BROOK GLEN  
CONDOMINIUM CAMPGROUND

**EXHIBIT "B"**

**DESCRIPTION**

That portion of the SW 1/4 of the SW 1/4 of Section 17, T13N, R6E, Town of Delton, Sauk County, Wisconsin, lying West of that body of water known as Spring Brook and South of Phase 2 of Spring Brook Glen Condominium Campground, **EXCEPT** the West 340 feet thereof and **FURTHER EXCEPTING** the South 265 feet thereof.

## SERVICE AGREEMENT

**THIS AGREEMENT** made as of the 1st day of August, 1997, between JULIDAR CORPORATION, a Wisconsin corporation, ("Julidar") and SPRING BROOK GLEN OWNERS ASSOCIATION, INC., a Wisconsin non-stock corporation ("the Association").

**WHEREAS**, the Association wishes to retain Julidar to perform certain services on its behalf; and

**WHEREAS**, Julidar is willing to render such services;

**NOW, THEREFORE**, the parties agree as follows:

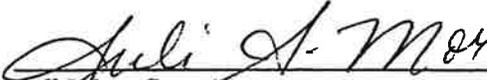
1. Services to be provided. Julidar shall be responsible for the following:
  - (a) Mow all common areas and be responsible for the cleaning of the fish cleaning house and utility area.
  - (b) Snow plow all Association roads.
  - (c) Be responsible for garbage removal through the supplying of dumpsters, provided, however, that the Association shall not allow its Members to place leaves in such dumpsters. All leaves and other similar organic material will be separately bagged for pick up by Julidar.
  - (d) Provide general administrative services including billing, notices of meetings, processing of accounts payable and maintaining of Association books and records. These services shall not include any legal or tax services.
2. Term. This Agreement shall commence on August 1, 1997 and shall terminate on July 31, 2000, provided, however, that either party may terminate this Agreement upon thirty (30) days written notice.
3. Compensation. The Association shall pay Julidar, as compensation under this Agreement, the sum of \$300.00 per month.

Dated this 1<sup>st</sup> day of August, 1997.

**JULIDAR CORPORATION**

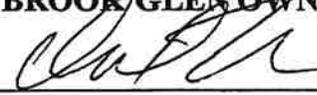
By:

  
Darrel Mor, President

  
Juli Mor, Secretary

**SPRING BROOK GLEN OWNERS ASSOCIATION, INC.**

By:

  
Darrel Mor, President

  
Juli Mor, Secretary

a:springbrook/annualrptdsk/service.agr

686041

Document No.

**DECLARATION OF CROSS EASEMENTS**

**REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD**

AT 8:30 O'CLOCK A M

ON Oct. 6 1998  
*Kevin R. Fiedorff*  
REGISTRAR  
2100  
CK

THIS DECLARATION OF CROSS EASEMENTS (the "Declaration") is made and executed as of this \_\_\_\_\_ day of September, 1998 by Julidar Corporation ("Declarant").

Return to:  
Jesse S. Ishikawa  
Reinhart, Boerner, Van Deuren, Norris &  
Rieselbach, s.c.  
P.O. Box 2020  
Madison, WI 53701-2020

RECITALS

See Exhibit A

Parcel Number

A. Declarant recorded a declaration of condominium in the Registrar's Office for Sauk County, Wisconsin, as Document No. 577949, recorded in Volume 003 of Condominiums, page 001 creating a condominium known as "Spring Brook Glen Condominium Campground." Such declaration of condominium has been modified by a first amendment recorded as Document No. 583364, in Volume 003 of Condominiums, page 100; by a second amendment recorded as Document No. 591964, in Volume 003 of Condominiums, page 194; by a third amendment, recorded in Volume 003 of Condominiums, page 224; by a supplemental and fourth amendment recorded as Document No. 630341, in Volume 003 of Condominiums, page 452, and rerecorded as Document No. 638693, in Volume 003 of Condominiums, page 497; and by a fifth amendment, an affidavit regarding which was recorded as Document No. 662222. Said fifth amendment changed the name of the condominium to "Spring Brook Glen Condominium." Said declaration of condominium, as modified by said amendments, is referred to herein as the "Declaration of Spring Brook Glen Condominium." Said condominium is referred to herein as the "Condominium."

B. Section 2.01 of the Declaration of Spring Brook Glen Condominium grants to each owner of a unit within the Condominium (collectively the "Unit Owners") a nonexclusive easement and right-of-way (the "Spring Brook Glen Roadway Easement"), for purposes of vehicular and pedestrian access, and ingress and egress to, from and between the Condominium and Birchwood Road, as shown

on the plat of the Condominium, over, upon and across certain real property more particularly described on Exhibit A attached hereto and made a part hereof on the "Spring Brook Glen Roadway Property."

C. Section 2.02 of the Declaration of Spring Brook Glen Condominium reserves to Declarant access and development easements for the benefit of, and as necessary in connection with, the development and use of lands owned by Declarant, its successors or assigns, adjacent to or in the locale of the Condominium, including easements for purposes of access and rights-of-way across the lands and roadways subject to the Declaration of Spring Brook Glen Condominium for the benefit of the surrounding lands owned by Declarant, its successors and assigns. Said easements are collectively referred to herein as the "Spring Brook Glen Easements."

D. Declarant has recorded the plat of Spring Brook Falls and has executed and recorded a declaration for protective covenants dated July 14, 1997, recorded with the Sauk County Registrar's Office on July 17, 1997 as Document Number 657723 (the "Spring Brook Falls Declaration"). The Spring Brook Falls Declaration provides in Section 7.02 as follows:

Section 7.02. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to an easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment of the Common Areas.

The "Common Areas" are defined in the Spring Brook Falls Declaration on Exhibit "D" thereto as Outlot One (1), Outlot Two (2), Outlot Three (3), Outlot Four (4), Outlot (5), Outlot Six (6), Outlot Seven (7) and Outlot Eight (8), Spring Brook Falls, all of the SW 1/4 of Section 17, Village of Delton, Sauk County, Wisconsin.

E. Declarant has recorded the plat of the First Addition to Spring Brook Falls and has executed and recorded a first amendment to the Spring Brook Falls Declaration with the Sauk County Registrar's Office on August 1, 1998 as Document No. 682325 (the "First Amendment to Spring Brook Falls Declaration"). The First Amendment to Spring Brook Falls Declaration amended the definition of "Common Areas" to include as additional lands subject to the Spring Brook Falls Easements the following lands: Outlots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fifteen (15) and Sixteen (16), First Addition to Spring Brook Falls.

F. The easements created by Section 7.02 of the Spring Brook Falls Declaration over the areas defined as "Common Areas" under the Spring Brook Falls Declaration and under the First Amendment to Spring Brook Falls Declaration are referred to herein as the "Spring Brook Falls Easements."

G. Declarant has executed and recorded with the Sauk County Registrar's Office a Declaration of Easement and Public Utilities (the "Spring Brook Shores Declaration of Easement") dated May 26, 1998 as Document No. 677244. The Spring Brook Shores Declaration of Easement grants to all persons who have the power to convey the fee simple title to any portion of certain real property that has since been platted as "Spring Brook Shores" an easement for ingress and egress for the purpose of granting to all of such persons and their successors, attendants, employees, agents, assigns and invitees vehicular and pedestrian access across certain real property more particularly described on Exhibit A attached hereto and made a part hereof as the "Spring Brook Shores Roadway Property." The easement created by the Spring Brook Shores Declaration of Easement over the Spring Brook Shores Property is referred to herein as the "Spring Brook Shores Roadway Easement."

H. Declarant has recorded with the Sauk County Registrar's Office the plat of Spring Brook Shores and has executed and recorded a declaration for protective covenants dated April 15, 1998, and recorded with the Sauk County Registrar's Office on August 18, 1998 as Document Number 682744 (the "Spring Brook Shores Declaration"). The Spring Brook Shores Declaration provides in Section 7.02 as follows:

Section 7.02. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to an easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment of the Common Areas.

The "Common Areas" are defined in the Spring Brook Shores Declaration on Exhibit "C" thereto as Outlot One (1), Outlot Two (2), Outlot Three (3), Outlot Four (4), and Outlot (5), Spring Brook Shores, Village of Delton, Sauk County, Wisconsin.

I. The easements created by Section 7.02 of the Spring Brook Shores Declaration over the areas defined as "Common Areas" under the Spring Brook Shores Declaration are referred to herein as the "Spring Brook Shores Easements."

J. The documents described herein that create the Private Roadway Easement, the Spring Brook Glen Easements, the Spring Brook Falls Easements, the Spring Brook Shores Easements, the Spring Brook Shores Easements, are, together with the Spring Brook Shores Declaration of Easement, referred to herein collectively as the "Easement Documents."

NOW THEREFORE, it is hereby declared that:

1. The Spring Brook Glen Roadway Easement and the Spring Brook Glen Easements shall be extended to include as beneficiaries the owners of the fee simple interest or, in the case of a lot subject to a land contract, the land contract purchaser's interest, in and to every platted lot (excluding outlots) within Spring Brook Falls, the First Addition to Spring Brook Falls, and Spring Brook Shores, and their respective successors, attendants, employees, agents, assigns and invitees.

2. The Spring Brook Falls Easements shall be extended to include as beneficiaries all of the Unit Owners, and the owners of the fee simple interest or, in the case of a lot subject to a land contract, the land contract purchaser's interest, in and to every platted lot (excluding outlots) within Spring Brook Shores, and their respective successors, attendants, employees, agents, assigns and invitees.

3. The Spring Brook Shores Easements and the Spring Brook Shores Roadway Easement shall be extended to include as beneficiaries all of the Unit Owners, and the owners of the fee simple interest or, in the case of a lot subject to a land contract, the land contract purchaser's interest, in and to every platted lot (excluding outlots) within Spring Brook Falls or the First Addition to Spring Brook Falls, and their respective successors, attendants, employees, agents, assigns and invitees.

4. The easements extended hereby shall run with the land and shall be appurtenant to the lands to which they are extended, may not be conveyed separately therefrom, and shall be perpetual.

5. The extension of the easements hereunder shall not impose upon any party who becomes a beneficiary of any such easement by virtue of this instrument the duty to pay the costs of construction, maintenance, of real estate taxes or insurance with respect to such easements. Such duties shall remain with the parties upon whom such duties were originally imposed under the respective Easement Documents.



## EXHIBIT A

### PROPERTIES AFFECTED

#### SPRING BROOK GLEN ROADWAY PROPERTY

A parcel of land located in SW 1/4-SW1/4, Section 17, T13N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along said section line, 32.21 feet, also lying within said right-of-way of Birchwood Road; thence S68°40'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S85°10'E, 435.48 feet; thence S26°30'W, 32.28 feet; thence N85°10'W, 409.47 feet; thence S44°30'W, 104.66 feet; thence N68°40'W, 165.98 feet to the point of beginning. Said parcel contains 0.473 acres.

#### CONDOMINIUM UNITS - SPRING BROOK GLEN CONDOMINIUM

Units 1 through 49, inclusive, 71 through 76, inclusive; and 151 through 186, inclusive, Spring Brook Glen Condominium, in the Village of Lake Delton, Wisconsin.

#### LOTS - SPRING BROOK FALLS

Lots 1 through 23, inclusive, and Outlots 1 through 8, inclusive, Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

#### LOTS - FIRST ADDITION TO SPRING BROOK FALLS

Lots 24 through 47, inclusive, and Outlots 9 through 16, inclusive, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

#### SPRING BROOK SHORES ROADWAY PROPERTY

A permanent 66 foot wide easement for ingress and egress located in part of the SW1/4-SW1/4, Section 17, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at the southwest corner of said Section 17; thence N00°01'10"E, 453.19 feet along the west section line; thence S89°58'50"E, 18.86 feet to the east right-of-way of Birchwood Road and the point of beginning;

thence N00°03'44"E, 69.33 feet along said right-of-way; thence S72°05'46"E, 129.83 feet; thence N54°28'00"E, 59.75 feet; thence S87°06'45"E, 25.29 feet; thence S85°10'00"E, 372.06 feet; thence S90°00'00"E, 221.36 feet; thence N22°54'59"E, 18.03 feet; thence S87°38'25"E, 37.42 feet; thence N85°10'00"W, 374.84 feet; thence S54°28'00"W, 70.04 feet; thence N72°05'46"W, 141.81 feet to the point of beginning.

Said easement contains 1.33 acres of land, more or less, and is subject to an access easement, 30 feet wide, per Document #591963 and across lands being part of Phase I and Phase II of Spring Brook Glen Condominium Campground.

#### LOTS - SPRING BROOK SHORES

Lots 1 through 42, inclusive, and Outlots 1 through 5, inclusive, Spring Brook Shores, in the Village of Lake Delton, Wisconsin.

Tax Parcel Numbers: Spring Brook Falls:

Lots 1-23:

146-1053-40100	146-1053-41100	146-1053-42100
146-1053-40200	146-1053-41200	146-1053-42200
146-1053-40300	146-1053-41300	146-1053-42300
146-1053-40400	146-1053-41400	
146-1053-40500	146-1053-41500	
146-1053-40600	146-1053-41600	
146-1053-40700	146-1053-41700	
146-1053-40800	146-1053-41800	
146-1053-40900	146-1053-41900	
146-1053-40100	146-1053-42000	

Outlots 1-8:

146-1053-42400

Tax Parcel Numbers: First Addition to Spring Brook Falls:

Lots 24-47 and Outlots 9-16:

146-0147-52200 (Part)

146-0147-52201 (Part)

Tax Parcel Numbers: Spring Brook Glen Condominium:

146-1053-50010	146-1053-50240	146-1053-50470	146-1053-51650
146-1053-50020	146-1053-50250	146-1053-50480	146-1053-51660
146-1053-50030	146-1053-50260	146-1053-50490	146-1053-51670
146-1053-50040	146-1053-50270	146-1053-50710	146-1053-51680
146-1053-50050	146-1053-50280	146-1053-50720	146-1053-51690
146-1053-50060	146-1053-50290	146-1053-50730	146-1053-51700
146-1053-50070	146-1053-50300	146-1053-50740	146-1053-51710
146-1053-50080	146-1053-50310	146-1053-50750	146-1053-51720
146-1053-50090	146-1053-50320	146-1053-50760	146-1053-51730
146-1053-50100	146-1053-50330	146-1053-51510	146-1053-51740
146-1053-50110	146-1053-50340	146-1053-51520	146-1053-51750
146-1053-50120	146-1053-50350	146-1053-51530	146-1053-51760
146-1053-50130	146-1053-50360	146-1053-51540	146-1053-51770
146-1053-50140	146-1053-50370	146-1053-51550	146-1053-51780
146-1053-50150	146-1053-50380	146-1053-51560	146-1053-51790
146-1053-50160	146-1053-50390	146-1053-51570	146-1053-51800
146-1053-50170	146-1053-50400	146-1053-51580	146-1053-51810
146-1053-50180	146-1053-50410	146-1053-51590	146-1053-51820
146-1053-50190	146-1053-50420	146-1053-51600	146-1053-51830
146-1053-50200	146-1053-50430	146-1053-51610	146-1053-51840
146-1053-50210	146-1053-50440	146-1053-51620	146-1053-51850
146-1053-50220	146-1053-50450	146-1053-51630	146-1053-51860
146-1053-50230	146-1053-50460	146-1053-51640	146-0147-23300

Tax Parcel Numbers: Spring Brook Shores:

146-0147-23300 (Part)

711301

000151

Document No.

**SUPPLEMENT TO  
DECLARATION OF CROSS EASEMENTS**

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD

AT 1:15 O'CLOCK P M

ON Aug 20 1999

*Karen R. Keady*  
REGISTRAR

26.00 ch

THIS SUPPLEMENT TO DECLARATION OF CROSS EASEMENTS (the "Supplement") is made and executed as of this 18 day of August, 1999 by Julidar Corporation ("Declarant").

Return to:  
Jesse S. Ishikawa  
Reinhart, Boerner, Van Deuren, Norris &  
Rieselbach, s.c.  
P.O. Box 2020  
Madison, WI 53701-2020

RECITALS

See Exhibits A, B and C

Parcel Number

A. Declarant recorded a declaration of cross easements in the Registrar's Office for Sauk County, Wisconsin, as Document No. 686041 (the "Cross-Easement"), which affects certain real property located in the Village of Lake Delton, Wisconsin and more particularly described on Exhibit A attached hereto and made a part hereof.

B. Declarant has recorded the plat of the Second Addition to Spring Brook Falls, creating Lots 48 through 57, inclusive, and Outlots 17, 18 and 19, Second Addition to Spring Brook Falls. Said Lots are referred to herein as the "Second Addition to Spring Brook Falls Lots" and said Outlots are referred to herein as the "Second Addition to Spring Brook Falls Outlots." The tax parcel numbers for the Second Addition to Spring Brook Falls Lots and the Second Addition to Spring Brook Falls Outlots are set forth on Exhibit B attached hereto and made a part hereof.

C. Declarant has recorded the Third Amendment to Declaration of Protective Covenants for Spring Brook Falls with the Sauk County Registrar's Office as Document No. 71150. Said Third Amendment amended the definition of "Common Areas" set forth in the Spring Brook Falls Declaration to include as

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additional lands subject to the Spring Brook Falls Easements the Spring Brook Falls Outlots.

D. Declarant has recorded the plat of the First Addition to Spring Brook Shores, creating Lots 43 through 62, inclusive, and Outlots 6, 7, 8 and 9, First Addition to Spring Brook Shores, in the Village of Lake Delton, Wisconsin. Said Lots are referred to herein as the "First Addition to Spring Brook Shores Lots" and said Outlots are referred to herein as the "First Addition to Spring Brook Shores Outlots." The tax parcel numbers for the First Addition to Spring Brook Shores Lots and the First Addition to Spring Brook Shores Outlots are set forth on Exhibit C attached hereto and made a part hereof.

E. Declarant has executed and recorded the First Amendment to Declaration of Protective Covenants for Spring Brook Shores with the Sauk County Registrar's Office as Document No. 71147. Said Second Amendment amended the definition of "Common Areas" set forth in the Spring Brook Shores Declaration to include as additional lands subject to the Spring Brook Shores Easements Outlots 6, 7 and 9, First Addition to Spring Brook Shores.

F. Declarant has executed and recorded the Spring Brook Shores Declaration of Easement.

G. Declarant desires to extend the terms of the easements created by the Cross Easement, and extend the scope of the properties that are benefitted by such easements, pursuant to the terms of this Supplement.

NOW THEREFORE, it is hereby declared that:

1. All capitalized terms that are defined in the Cross Easement and that are not defined in this Supplement shall have the meanings assigned to such terms by the Cross Easement.

2. The "Spring Brook Falls Easements," as such term is used in the Cross Easement, are hereby expanded to include the easements over the Second Addition to Spring Brook Falls Outlots, which easements are created under the Third Amendment to Declaration of Protective Covenants for Spring Brook Falls.

3. The "Spring Brook Shores Easements," as such term is used in the Cross Easement, are hereby expanded to include the easements over Outlots 6, 7 and 9, First Addition to Spring Brook Shores, which easements are created under the First Amendment to Declaration of Protective Covenants for Spring Brook Shores.

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4. The owners of the Second Addition to Spring Brook Falls Lots and their respective successors, attendants, employees, agents, assigns and invitees shall be beneficiaries of all of the easements granted under the Cross Easement, as amended by this Supplement, that are granted to the owners of platted lots located within Spring Brook Falls or the First Addition to Spring Brook Falls.

5. The owners of the First Addition to Spring Brook Shores Lots, and the owner of Outlot 8, First Addition to Spring Brook Shores, and their respective successors, attendants, employees, agents, assigns and invitees, shall be beneficiaries of all of the easements granted under the Cross Easement, as amended by this Supplement, that are granted to the owners of platted lots within Spring Brook Shores.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

JULIDAR CORPORATION ("Declarant")

By: 

\_\_\_\_\_  
Darrel A. Mor, President



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**EXHIBIT A**

**PROPERTIES AFFECTED**

**SPRING BROOK GLEN ROADWAY PROPERTY**

A parcel of land located in SW 1/4-SW1/4, Section 17, T13N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along said section line, 32.21 feet, also lying within said right-of-way of Birchwood Road; thence S68°40'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S85°10'E, 435.48 feet; thence S26°30'W, 32.28 feet; thence N85°10'W, 409.47 feet; thence S44°30'W, 104.66 feet; thence N68°40'W, 165.98 feet to the point of beginning. Said parcel contains 0.473 acres.

**CONDOMINIUM UNITS - SPRING BROOK GLEN CONDOMINIUM**

Units 1 through 49, inclusive, 71 through 76, inclusive, and 151 through 186, inclusive, Spring Brook Glen Condominium, in the Village of Lake Delton, Wisconsin.

**LOTS - SPRING BROOK FALLS**

Lots 1 through 23, inclusive, and Outlots 1 through 8, inclusive, Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

**LOTS - FIRST ADDITION TO SPRING BROOK FALLS**

Lots 24 through 47, inclusive, and Outlots 9 through 16, inclusive, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

**SPRING BROOK SHORES ROADWAY PROPERTY**

A permanent 66 foot wide easement for ingress and egress located in part of the SW1/4-SW1/4, Section 17, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at the southwest corner of said Section 17; thence N00°01'10"E, 453.19 feet along the west section line; thence S89°58'50"E, 18.86 feet to the east right-of-way of Birchwood Road and the point of beginning;

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thence N00°03'44"E, 69.33 feet along said right-of-way; thence S72°05'46"E, 129.83 feet; thence N54°28'00"E, 59.75 feet; thence S87°06'45"E, 25.29 feet; thence S85°10'00"E, 372.06 feet; thence S90°00'00"E, 221.36 feet; thence N22°54'59"E, 18.03 feet; thence S87°38'25"E, 37.42 feet; thence N85°10'00"W, 374.84 feet; thence S54°28'00"W, 70.04 feet; thence N72°05'46"W, 141.81 feet to the point of beginning.

Said easement contains 1.33 acres of land, more or less, and is subject to an access easement, 30 feet wide, per Document #591963 and across lands being part of Phase I and Phase II of Spring Brook Glen Condominium Campground.

LOTS - SPRING BROOK SHORES

Lots 1 through 42, inclusive, and Outlots 1 through 5, inclusive, Spring Brook Shores, in the Village of Lake Delton, Wisconsin.

Tax Parcel Numbers: Spring Brook Falls:

Lots 1-23:

146-1053-40100	146-1053-41100	146-1053-42100
146-1053-40200	146-1053-41200	146-1053-42200
146-1053-40300	146-1053-41300	146-1053-42300
146-1053-40400	146-1053-41400	
146-1053-40500	146-1053-41500	
146-1053-40600	146-1053-41600	
146-1053-40700	146-1053-41700	
146-1053-40800	146-1053-41800	
146-1053-40900	146-1053-41900	
146-1053-41000	146-1053-42000	

Outlots 1-8:

146-1053-42400

Tax Parcel Numbers: First Addition to Spring Brook Falls:

Lots 24-47 and Outlots 9-16:

146-0147-52200 (Part)

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146-0147-52201 (Part)

Tax Parcel Numbers: Spring Brook Glen Condominium:

146-1053-50010	146-1053-50240	146-1053-50470	146-1053-51650
146-1053-50020	146-1053-50250	146-1053-50480	146-1053-51660
146-1053-50030	146-1053-50260	146-1053-50490	146-1053-51670
146-1053-50040	146-1053-50270	146-1053-50710	146-1053-51680
146-1053-50050	146-1053-50280	146-1053-50720	146-1053-51690
146-1053-50060	146-1053-50290	146-1053-50730	146-1053-51700
146-1053-50070	146-1053-50300	146-1053-50740	146-1053-51710
146-1053-50080	146-1053-50310	146-1053-50750	146-1053-51720
146-1053-50090	146-1053-50320	146-1053-50760	146-1053-51730
146-1053-50100	146-1053-50330	146-1053-51510	146-1053-51740
146-1053-50110	146-1053-50340	146-1053-51520	146-1053-51750
146-1053-50120	146-1053-50350	146-1053-51530	146-1053-51760
146-1053-50130	146-1053-50360	146-1053-51540	146-1053-51770
146-1053-50140	146-1053-50370	146-1053-51550	146-1053-51780
146-1053-50150	146-1053-50380	146-1053-51560	146-1053-51790
146-1053-50160	146-1053-50390	146-1053-51570	146-1053-51800
146-1053-50170	146-1053-50400	146-1053-51580	146-1053-51810
146-1053-50180	146-1053-50410	146-1053-51590	146-1053-51820
146-1053-50190	146-1053-50420	146-1053-51600	146-1053-51830
146-1053-50200	146-1053-50430	146-1053-51610	146-1053-51840
146-1053-50210	146-1053-50440	146-1053-51620	146-1053-51850
146-1053-50220	146-1053-50450	146-1053-51630	146-1053-51860
146-1053-50230	146-1053-50460	146-1053-51640	146-0147-23300

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**EXHIBIT B**

**Tax Parcel Numbers for  
Second Addition to Spring Brook Falls  
Lots and Outlots:  
146-0147-23300 (Part)**

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**EXHIBIT C**

**Tax Parcel Numbers for Lots and Outlots  
in First Addition to Spring Brook Shores:  
146-0147-23300 (Part)**

SPRING BROOK GLEN CONDOMINIUM  
AMENDED AND RESTATED RULES AND REGULATIONS

Effective as of April 24, 2004, the Board of Directors (the "Board") of Spring Brook Glen Owners Association, Inc. (the "Association") adopted the following amended and restated rules and regulations for the Association:

1. Boat Storage.

(a) Definition of Boat. The term "boat" means any motorized or non-motorized watercraft, including, without limitation, a motorboat, sailboat, paddleboat, canoe, rowboat or kayak.

(b) Boat Storage Rules. No boat shall be parked or stored on a unit between December 1 and March 31. A boat may be parked or stored on a unit between April 1 and November 30 only if the boat is parked or stored on the unit's parking pad and not on the grass. A boat parked or stored on a unit may not be covered with a tarp or shrink wrap, but may be covered by a fitted boat cover.

(c) Fine. Upon a determination by the Board that a violation of the boat storage rules has occurred, the Board may, without limiting any other rights of the Association, impose a fine against the defaulting unit owner up to the amount of \$50 per day for the period during which the violation exists.

(d) Association's Right to Remove. The Association's right to remedy violations under Section 4(b) below shall include the right to remove a boat that is being stored in violation of the boat storage rules. If the Association elects to exercise such right, the Association shall provide the defaulting unit owner with a verbal or written notice to remove the boat. If the unit owner fails to do so within two days of the date that such notice is given, the Association may remove the boat and place it in storage. The Board may assess against the defaulting unit owner all costs that the Association incurs in connection with such removal and storage. The Association shall not be responsible for any damage to a boat that results from such removal or storage; provided, however, that the foregoing shall not apply to damage resulting from the gross negligence or wilful misconduct of the Association.

2. Leaf Raking Rule. As part of a unit owner's obligation to maintain its unit in a neat and orderly condition, substantially all of the leaves on the ground of a unit shall be raked and disposed of by the unit owner.

3. Additions to Park Model Homes.

(a) General. In addition to the 399 square foot auxiliary structure permitted by Section 12.03(J) of the Condominium Declaration, a unit owner may construct an addition onto a park model home if the unit owner receives the written approval of the Board pursuant to this Section 3. Any such addition may have a floor area not to exceed 600 square feet, shall use a roof line that matches the park model home, and shall comply with all applicable lot set back requirements. No addition shall be constructed on a unit except in conformance with plans and specifications approved in writing by the Board.

(b) Procedure for Requesting Approval. Any unit owner desiring to construct an addition shall submit to the Board, for its written approval, construction plans and specifications for the addition. The plans and specifications shall include a description of the addition's style and color, a description of the materials to be used, a site plan showing the location of the addition, and such other information as the Board may deem necessary.

(c) Standards. The Board shall have the right to reject any plans and specifications, in the judgment and sole opinion of the Board: (i) are not in conformity with any of the restrictions set forth in the Condominium Declaration, the Articles of Incorporation of the Association, the by-laws of the Association, or these Rules and Regulations (collectively, the "Governing Documents"); (ii) are not desirable for aesthetic reasons; or (iii) are not in harmony with the park model home.

(d) Liability of the Board. The Board and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans and specifications, whether or not defective; or (ii) the construction or performance or any work, whether or not pursuant to approved plans and specifications.

4. Fines for Noncompliance.

(a) Fines for Noncompliance. Upon a determination by the Board that a unit owner is in violation of any provision of the Governing Documents, the Board may, without limiting any other rights of the Association, impose a per diem fine against the defaulting unit owner for the period during which the violation exists.

(b) Association's Right to Remedy. If a unit is not being maintained as required by the Governing Documents, the Association may take such measures as it deems necessary to bring the unit into compliance with the Governing Documents, including, without limitation, removing items being stored on a unit in violation of the Governing Documents. The Board may assess against

the defaulting unit owner all costs that the Association incurs in connection with bringing the unit into compliance with the Governing Documents, including, without limitation, storage costs for items that were removed from a unit because the items were being stored on the unit in violation of the Governing Documents. The Association shall not be responsible for any damage that results from actions taken pursuant to this Section 4(b); provided, however, that the foregoing shall not apply to damage resulting from the gross negligence or willful misconduct of the Association.

(c) Treatment of Fines and Costs. All fines imposed and costs of remedy assessed on a defaulting owner shall constitute a special assessment against the defaulting unit owner and if unpaid may be foreclosed against the defaulting unit owner's unit in accordance with the by-laws of the Association.

5. Prior Rules and Regulations. These amended and restated rules and regulations supercede and replace the rules and regulations adopted on October 4, 2004.

Dated this 24<sup>th</sup> day of April, 2004

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the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of a Supplement or Supplements to this Declaration with respect thereto in conformance with this Section 21 along with authority to execute and deliver on behalf of the Grantee and each successor entitled to such Unit, such instrument, if any, as may be required to effectuate such expansion and adjustment in the percentage of undivided interest in the Common Elements and facilities. However, nothing contained in this Section 21 shall be deemed to place any obligation whatsoever on the Declarant, its successors or assigns, with respect to accomplishment and consummation of any annexation of the aforesaid property, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such annexation.

24. Section 23.01 is amended to read as follows: The Declarant expressly reserves to itself various rights specified in this Declaration and in addition to those rights, expressly reserves the following rights unto itself, its assigns or its duly appointed agents:

(a) To maintain anywhere on the Common Elements and on the Units owned by the Declarant, all models, sales offices, advertising signs, for sale signs, for rent signs, banners, billboards, lighting or any other activity or property relating to the sale or advertising for the sale of the Units by the Declarant, its assigns or its duly appointed agents.

(b) The unconditional and exclusive right to lease on behalf of all unit owners, the Units which are a part of the Condominium Property, at rates and on terms promulgated from time to time by the Declarant, its assigns or its duly appointed agents. This exclusive right of the Declarant, its assigns or its agents to rent the Units which are subject to this Declaration shall be binding on each Unit Owner, his or her agents, representatives, successors, assigns, servants and employees, and any persons working in concert for him or her, directly or indirectly. Nothing contained herein shall be construed as an obligation for any unit owner to place his unit in the rental program of the Declarant, its assigns or its agents.

(c) The unconditional and exclusive right to operate any and all commercial activity within the Condominium.

(d) The right to lease as set forth in subparagraph (b) above, or otherwise make available for occupancy, through programs developed by the Declarant, its successors or assigns, all Units owned by the Declarant for such periods of time and on such terms and condition of Declarant, its successors and assigns, shall determine. All lessees and their guests and occupants of the Units owned by the Declarant shall have the same rights and privileges to use and enjoy the Common Elements and the Units as set forth in this Declaration. The terms and conditions of such occupancy shall be determined solely by the Declarant, but such use and occupancy by the lessee, its guests and invitees, shall be subject to the covenants and restrictions as to use and occupancy as set forth in this Declaration.

(e) The unconditional and exclusive right for itself, its successors or assigns, to convey fractional undivided interest in and to any Unit or a grouping of Units. The Declarant, in the exercise of this right, is hereby authorized in its sole discretion to file an Amendment to the Condominium Declaration and plat setting forth this action.

(f) The unconditional right on behalf of itself, its guests, lessees, invitees and persons on the property through programs developed by the Declarant, its successors or assigns, to use and have access over, through and upon any and all parts of the Common Elements for the purposes set forth in subparagraphs Section 23.01 (a), (b), (c), (d), (e), (f), (g) and (h) hereof, and for any other lawful purpose as set forth in this Declaration, and including but not limited to, developing, renting, selling, marketing and expanding the Condominium, and undertaking any and all commercial activities necessary and incidental to the operation of a recreational vehicle condominium and/or operation of a campground.

(g) To undertake and operate, anywhere on the Common Elements, any other activity, commercial or otherwise, normally incidental to the operation of a campground facility, said determination at the sole discretion of the Declarant.

The rights reserved to the Declarant, its assigns or its duly appointed agents in this Section 23 and throughout the Declaration, shall run with the land and shall exist only until the last Unit or fractional interest therein owned by the Declarant, its assigns or its duly appointed agents in the initial Condominium or in the Expansion Area thereof as provided for herein have been sold, and whereupon such rights shall automatically cease and terminate without notice or other action by any party. Said rights shall, until the time above prescribed, exist for the benefit of the Declarant, its assigns or its duly appointed agents and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof.

25. Section 23.06 is amended to read as follows: Each grantee of the Declarant and every subsequent grantee, by the acceptance of a deed of conveyance or land contract interest, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner or the Declarant in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

26. The last paragraph of Section 23.06 is amended to read as follows: Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

IN WITNESS WHEREOF, the said Declarant, Julidar Corporation, a Wisconsin corporation, as sole owner of all of the lands subject to the Declaration has caused this amendment to the Declaration to be executed by its President and attested to by its Secretary who are authorized to execute the same on this 26th day of May, 1993.

JULIDAR CORPORATION

Declarant

By: 

Darrel Mor, President

Attest: 

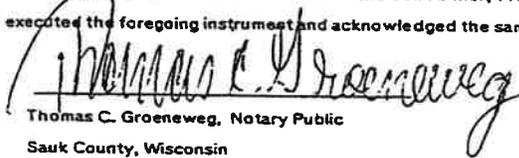
Juli A. Mor, Secretary

STATE OF WISCONSIN)

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COUNTY OF SAUK )

Personally came before me this 26th day of May, 1993, the above named Darrel Mor and Juli A. Mor, President and Secretary, respectively, of Julidar Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Thomas C. Groeneweg, Notary Public

Sauk County, Wisconsin

My Commission is Permanent

THIS DOCUMENT WAS DRAFTED BY:

Attorney Thomas C. Groeneweg

619 Oak Street, P.O. Box 443

Baraboo, Wisconsin 53913

Telephone: (608) 356-3977

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