

Disclosure Documents
for
Spring Brook Greens
Lake Delton, Wisconsin

Planned Unit Development
by
Julidar Corporation



SPRING BROOK GREENS

DISCLOSURE DOCUMENTS

Enclosed are the legal documents that govern the use and enjoyment of your lot within the Spring Brook Greens development.

1. Declaration of Protective Covenants. The Declaration of Protective Covenants, as amended by the First Amendment thereto, establishes architectural controls, rules and regulations governing the use and enjoyment of the lots. It also establishes certain common areas for the benefit of the residents of Spring Brook Greens.
2. Articles of Incorporation. The common areas of Spring Brook Greens are to be governed by the Spring Brook Greens Home Owners Association, Inc., a nonprofit corporation, of which each lot owner is automatically a member. Powers, duties, and operation of the association are specified in the articles of incorporation.
3. Bylaws. The bylaws contain rules which govern the association and its operations.
4. Rules. The association has adopted rules which govern use of the roadways and lawn care.
5. Plat. The subdivision plats for Spring Brook Greens and the First Addition to Spring Brook Greens are the maps of the subdivision that shows the location of the lots, the private roads, the common areas, and the easements that affect the subdivision.. These plats have been approved by the Village of Lake Delton and the originals are on file with the Sauk County Registrar's Office.
6. Easements. The Declarations of Easements provide, among other things, that the owners of lots within Spring Brook Greens can use the private roads within Spring Brook Greens.
7. Management Contracts.
8. Budget.

Section 1

000512

Document No.

DECLARATION OF PROTECTIVE COVENANTS
FOR SPRING BROOK GREENS

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Madison, WI 53701-2018

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JHR

See Exhibit A

Parcel Number

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DECLARATION OF PROTECTIVE COVENANTS
FOR
SPRING BROOK GREENS

THIS DECLARATION, made this 8th day of November, 2002, by JULIDAR CORPORATION ("Developer").

WITNESSETH:

WHEREAS, Developer now owns certain lands in the Village of Lake Delton, Sauk County, Wisconsin (the "Village") which have been platted as "Spring Brook Greens" and which are legally described on Exhibit A attached hereto and made a part hereof (the "Subdivision"); and

WHEREAS, Developer desires to subject the Subdivision to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Subdivision and each Lot thereof, and shall bind any owner thereof and the owner of any interest therein.

NOW, THEREFORE, Developer declares that the Subdivision and each Lot thereof shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Subdivision and each Lot thereof, and run with the land, and shall bind any owner thereof, and the owner of any interest therein.

ARTICLE I

STATEMENT OF PURPOSE

1.01 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to insure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Subdivision; and to encourage and secure the construction of attractive residential structures thereon.

1.02 Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

ARTICLE II

DEFINITIONS

The following definitions shall be applicable to this Declaration:

2.01 Affiliate. Any person, association, partnership, corporation, limited liability company or other entity controlled by, or under common control with, Developer.

2.02 Association. The Spring Brook Greens Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.03 Committee. The Architectural Control Committee described in Section 3.01(a).

2.04 Common Areas. All real property owned by the Association for the common use and enjoyment of the Owners, which real property shall include lands conveyed to the Association by Developer for the common use of the Owners, including, without limitation, all private streets.

2.05 Declaration. This Declaration of Protective Covenants.

2.06 Developer. Julidar Corporation, its successors and/or assigns. In addition to all other methods of assignment, transfer or succession, the rights granted to the party named as "Developer" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to, all rights and powers granted to, "Developer" under this Declaration.

2.07 Double-Wide Mobile Home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, which has an overall length in excess of forty-four (44) feet and an overall width in excess of twenty-six (26) feet, and which is a "manufactured home" within the meaning of the National Manufactured Housing Construction and Safety Standards Act.

2.08 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.09 Lot. A portion of the Subdivision identified as a lot on the recorded Plat of Spring Brook Greens, specifically excluding Outlots.

2.10 Modular Home. A structure, transportable in one or more sections, which is twenty-six (26) feet or more in width or forty-four (44) feet or more in length, and which is built on a removable dolly and designed to be used as a dwelling.

2.11 Outlot. A portion of the Subdivision identified as an Outlot on the recorded Plat of Spring Brook Greens.

2.12 Owner. The person or persons, including any business organization, having the power to convey the fee simple title to a given Lot.

2.13 Panelized Home. A system built dwelling constructed in a factory or manufacturing facility and then transported in sections to the building site, where a builder or manufacturing company representative puts the sections together, which dwelling is twenty-six (26) feet or more in width and is forty-four (44) feet or more in length.

2.14 Prime Rate. The prime rate, as reported from time to time by the *Wall Street Journal* or, if the *Wall Street Journal* should cease to publish the prime rate, as used or announced from time to time by any national bank selected by Developer and doing business in Sauk County, Wisconsin.

2.15 Register of Deeds. Office of Register of Deeds for Sauk County, Wisconsin.

2.16 Subdivision. The lands described on Exhibit A, as the same may be expanded from time to time pursuant to Section 10.05.

2.17 Village. The Village of Lake Delton, Sauk County, Wisconsin.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 Establishment, Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) The Committee shall consist of three (3) persons designated by Developer. All members of the Committee shall serve at Developer's pleasure (until such time as Developer no longer owns any Lots in the Subdivision). A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lot subject to this Declaration, Developer and Committee members who are appointees of Developer shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy prior to the date on which Developer no longer owns any Lots in the Subdivision, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a Dwelling or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted to the Committee shall include:

- (a) Complete interior and exterior plans for all Dwellings;
- (b) Construction details for all decks, porches, garages, outbuildings, fences, walls and other improvements;
- (c) Description of materials to be used in any Dwelling or improvement;
- (d) A detailed site plan showing the Dwelling footprint, driveway, and location of all other improvements;
- (e) The color scheme of all improvements; and
- (f) Such other materials as the Committee may deem necessary.

All Dwellings shall be Panelized Homes, Modular Homes or Double-Wide Mobile Homes, and shall be permanently affixed to a concrete foundation, as described in Section 4.10. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.02 have been submitted. All such submissions shall be to Developer at its principal place of business (or, if Developer

ceases to be a member of the Committee, such other member that the Committee may designate). Developer (or such other member) shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the unanimous written consent of at least two (2) of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the development plans. If the Committee conditionally approves development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the development plans within thirty (30) days of their submission, or upon any resubmitted development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the owner of the Lot shall construct the Improvements in accordance with the submitted documents. All changes to such submitted documents must be resubmitted to, and approved by, the Committee.

3.03 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.04 Occupancy. No Dwelling shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.05 Approval of Contractors. For each Dwelling erected or placed on any Lot subject to this Declaration, the manufacturer of the Dwelling and the prime contractor to be hired for installation of the Dwelling shall be approved in writing by the Committee prior to commencement of any construction. THE COMMITTEE MAY LIMIT THE OWNER'S

SELECTION OF A MANUFACTURER AND OF THE PRIME CONTRACTOR TO PARTIES AFFILIATED WITH DEVELOPER.

3.06 Liability of Committee. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Subdivision.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

4.01 Setback Requirements. No Dwelling or any part thereof shall be located within any setback area as shown on the Plat. Any reasonable variations will be considered for approval by the Committee.

4.02 Floor Area Minimums. Each Dwelling constructed on a Lot shall have not more than two stories. Each Dwelling shall have not less than 1,140 square feet of finished living space. Open porches, screened porches, patios and attached garages are not to be included as part of the total area. Stair openings shall be included in determining floor area.

4.03 Roof Pitch.

(a) For Modular Homes, the roof pitch must be no less than two and 95/100 (2.95) inches in every twelve (12) inches.

(b) For Double-Wide Mobile Homes, the roof pitch must be no less than two and 978/1000 (2.978) inches in every twelve (12) inches.

(c) For Panelized Homes, the roof pitch must be no less than two and 95/100 (2.95) inches in every twelve (12) inches.

4.04 Dwelling Elevations. All elevations of the Dwelling shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall

occur at points relating to the massing, fenestration and overall design concept of the Dwelling. Use of dormers is encouraged.

4.05 Dwelling Location. All Dwellings shall be related to Dwellings on adjoining Lots. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.06 Utilities. All utilities serving any Dwelling or site shall be underground. No Dwelling or other improvement, or trees shall be erected, placed or planted within any utility easement.

4.07 Fencing. Fences shall not be allowed, except for split-rail decorative fences, without the prior written consent of the Committee.

4.08 Garages; Use of Outbuildings. All garages shall have space for no more than three (3) cars. Except for one (1) garage (which shall accommodate no more than three (3) cars) and one (1) wooden or vinyl-sided storage shed per Lot (which storage shed shall cover no more than one hundred twenty (120) square feet of floor area and which shall be subject to approval by the Committee), no trailer, treehouse, shack, barn or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently.

4.09 Landscaping. The following guidelines shall be followed in order to preserve the natural environment of the Subdivision:

(a) No planting shall be permitted within an easement which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(b) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Each Owner shall be responsible for constructing all buildings on such Owner's Lot in a manner that protects the same from stormwater runoff. Any modification to drainage patterns shall be approved by the Committee and the Village of Lake Delton Engineer.

(c) Due to the wooded nature of the Subdivision, the following guidelines shall be followed to help preserve the maximum number of mature healthy trees on each Lot:

(i) Trees which have a good chance of long-term survival should be selected. The Owner should consider tree species, age, projected lifespan, susceptibility to disease, etc.

(ii) The Owner should consider construction requirements to save only those trees which have a good chance of survival, and should avoid crowding several trees in hopes of miraculous survival. The Owner should pick the good trees that can be well-protected and remove the marginal ones prior to construction.

(iii) The Owner should provide protection during construction to protect tops and root zones from grading, trenching, filling, compaction by vehicle traffic and erosion. This should include fenced construction limits, erosion control and immediate removal of excess excavated materials.

(iv) The Owner should provide good tree care, including careful removal of unwanted trees, trimming of those to be kept, and fertilization appropriate to the timing, of possible construction damage.

(v) Unless otherwise approved in writing by the Committee, no healthy, mature trees may be removed except those that are within ten feet of the Dwelling footprint or are required to be removed in order to install the Dwelling.

4.10 Foundations. All Dwellings shall be built on, and permanently affixed to foundations that shall be acceptable to the Committee and shall comply with all applicable building codes and construction standards promulgated by federal, state or local authorities.

4.11 Construction Deadline. Each Lot shall be improved with a completed Dwelling within two (2) years from the date of initial sale of the same by Developer, except for delays in completion due to strike, war, or act of God. Developer shall have the option to repurchase the Lot from the Owner for the price paid by Owner to Developer should the Lot not be so improved within such time period. Such option, if exercised, must be exercised within three (3) years of the initial sale of the same by Developer.

4.12 Driveways. All driveways from the garage to the street shall be paved with bituminous concrete (asphalt) or concrete (cement) within one (1) year of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two cars.

4.13 Satellite Dishes. Satellite dishes with a diameter of greater than one (1) meter shall not be allowed.

4.14 Variances. The Committee is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

4.15 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

4.16 Compliance with Codes. Each Owner shall be responsible for ensuring that each Dwelling and all construction by the Owner upon each Lot shall comply with all applicable building and zoning codes.

ARTICLE V

USE RESTRICTIONS

5.01 Residential Use Only. Each Lot shall be used for residential purposes only. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling (the "Dwelling"), not to exceed two (2) stories in height, and a garage and shed meeting the requirements of Section 4.08, above. Except as provided below, no business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling.

(a) The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

(i) maintaining his or her personal professional library in his or her Dwelling;

(ii) keeping his or her personal business or professional records or accounts in his or her Dwelling;

(iii) handling his or her personal or business records or accounts in his or her Dwelling;

(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling; or

(v) renting such Dwelling on a daily basis, for such use as may be consistent with this paragraph and within such rules and regulations as may be formulated from time to time by the Association;

Nothing in this subsection (a) shall authorize the maintaining of an office at which employees, customers or clients customarily call and the same is prohibited.

(b) The foregoing restrictions as to residence and use shall not be construed in such manner as to prohibit:

(i) the establishment and maintenance of an office by Developer, its agents or assigns, for the purpose of initial sales of Lots and/or dwellings by Developer; or

(ii) the establishment and maintenance of an office by the Association for the purpose of conducting the affairs of the Association.

5.02 Signs. No sign of any kind shall be displayed to the public view on any Lot except:

(a) one (1) professional sign of not more than six (6) square feet advertising the Lot for sale during the hours of open house showings only;

(b) signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales period;

(c) one (1) sign of no more than one (1) square foot identifying the family that owns the Lot or the residence name.

Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Subdivision and to erect appropriate signage for the sales of Lots.

5.03 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. No Outlots shall be used for dumping. All rubbish, trash, garbage and waste shall be kept either inside the Owner's Dwelling or in animal-proof containers outside the Dwelling that are screened from public view. The Association (as defined in Section 6.01, below) shall

own and maintain on the Common Area trash dumpsters for the benefit of the Association and shall pay for trash removal from the dumpsters. The dumpsters shall be used for household waste only and shall not be used for hazardous or toxic wastes or for construction debris, grass clippings, leaves, weeds or other yard waste. Each Owner shall comply with any program the Association may institute for the recycling of cans, glass, newspapers or other recyclable materials.

5.04 Storage. No parking shall be allowed upon any of the private streets in the Subdivision. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles upon a Lot for more than three (3) consecutive days at a time is prohibited unless kept inside a garage, or unless they are moved no less frequently than once every three (3) days. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.04 shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of up to eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.05 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site or lawn or under cultivation (such as a flower garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance.

5.06 Pets and Animals. A maximum of two (2) uncaged domestic animals (dogs and cats) may be housed in the Dwelling. Animals kept in cages or in fish tanks shall not count toward this maximum. No pit bulls or Rottweilers shall be allowed within the Subdivision. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee. All animals shall be kept on leashes when outside and their owners shall clean up after them.

5.07 Basketball Hoops and Other Outdoor Sporting Apparatus. No basketball hoops, volleyball nets, horseshoe pits, tetherball poles or any other outdoor sporting apparatus shall be erected on any Lot, either permanently or temporarily, without the approval of the Committee.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be a member of the Spring Brook Greens Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

6.02 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of Developer. Class A members shall be entitled to one vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be Developer. The Class B member shall be entitled to three (3) votes for each lot owned. The Class B membership shall terminate and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(i) Developer shall have notified the Board of Directors of the Association in writing that no further properties will be brought within the jurisdiction of the Association by the recording of amended or supplemental declarations under Section 10.05 and the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) on the thirtieth (30th) anniversary of the date this Declaration is recorded.

ARTICLE VII

COMMON AREAS

7.01 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the exclusive management and control of the Common Areas (subject to the rights of Developer and its assigns under Section 7.06, below), and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, safe, attractive and sanitary condition, order and repair. The Association shall be governed in accordance with the Association's articles and bylaws.

7.02 Owners' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to 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 in the Common Areas.

7.03 Extent of Owners' Easements. The Owners' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules regulating use of the Common Areas;

(b) the right of the Association (or Developer, so long as Developer owns one or more Lots in the Subdivision) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, or to any private party, as rights-of-way, easement area, parklands or recreational space, so long as such dedication or transfer is subject to the nonexclusive right of Owners to continued use of the Common Areas so dedicated or transferred; and

(c) the reservation of an easement in favor of Developer, as described in Section 7.06, below.

7.04 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Areas and facilities to the members of his or her family and to his or her guests subject to such general regulations as may be established from time to time by the Association.

7.05 Damage or Destruction of Common Areas by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a

good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

7.06 Conveyance of Common Area to Association; Reservation of Easement.

Developer covenants that it will convey to the Association as and for Common Area those portions of the Subdivision identified on Exhibit B attached hereto and made a part hereof. Developer hereby reserves an easement across the Common Area for the benefit of itself, its successors and assigns as the owners of any lands that Developer or an Affiliate now owns or in the future may own within the Village of Lake Delton, Wisconsin to use any portion of the Common Areas to the same extent the Common Areas may be used by the members of the Association. The easement reserved by Developer may be assigned in whole or in part to the owners of any other lands located within the Village of Lake Delton, Wisconsin. Should the Association fail to carry out its obligations respecting the maintenance of the Common Areas under Section 7.01, above, and such failure continue for a period of thirty (30) days following delivery of written notice to the Association's registered agent by certified mail, return receipt requested, then any holder or beneficiary of such easement shall have the right to cure the Association's failure at the Association's sole cost.

7.07 Maintenance of Entryways and Common Areas Conveyed to Association. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within any Common Area, for snow plowing any private streets and walkways within the Subdivision, and for maintaining and repairing any private streets or walkways within the Subdivision. The Association's obligations to snow plow, maintain or repair private streets may be transferred to the Village of Lake Delton should ownership of the private streets be transferred under Section 7.08, below, to the Village.

7.08 Acquisition of Additional Common Area. The Association may acquire (by gift, purchase or otherwise) and improve additional real property as and for Common Area upon approval by the Class B member and by a two-thirds majority of the Class A members at a meeting of the Association duly called. Furthermore, the Association shall have the right, upon approval by the Class B member and by a two-thirds majority of the Class A members at a duly-called meeting of the Association, to enter into an agreement with the Village of Lake Delton under which the Village would acquire ownership of the private streets serving the Subdivision.

ARTICLE VIII

DIVISION OF LOTS BY OWNERS

No Lot located within the Subdivision shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands.

ARTICLE IX

CHARGES AND ASSESSMENTS

9.01 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions, for maintaining and improving the Common Area, for providing reasonable reserves for future capital expenses of the Association, for providing for the Association's bookkeeping and other administrative costs, and for providing the services described in Section 9.04, below. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs) and shall be divided and levied among all the Lots equally, provided, however, that the Association may, at its discretion, adopt a schedule of general annual charges that sets different annual charges for (a) vacant Lots, (b) Lots upon which Dwellings have been constructed, and (c) multiple Lots on which is located a single Dwelling. If the Association adopts a schedule of general annual charges that sets such different annual charges, it shall base such schedule on its good-faith estimate of the differing cost burdens each type of Lot will impose upon the Association. General annual charges shall be paid annually to the Association on or before March 1 of each year. Lots owned by Developer shall not be subject to general annual charges until conveyed to a party other than Developer. Until the second anniversary of the date this Declaration is recorded, or until the date on which 50% of the Lots have been sold to persons other than Developer, whichever date is earlier, the general annual charge shall not exceed \$300 per vacant Lot or \$360 per Lot with a Dwelling, and Developer shall pay any difference between the total general charges assessed during such period and the actual costs of the Association during such period.

9.02 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 9.01 for which the general annual charges are inadequate.

9.03 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of four percent (4%) per annum in excess of the Prime Rate until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article IX shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by the Village of Lake Delton. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorney's fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

9.04 Additional Services. The Association may, at its option, elect to provide the following additional services to the Lots and to assess the cost of such services to all of the Lots under Sections 9.01 and 9.02:

- (a) Snowplowing. Snowplowing services to all Lots that have driveways for no more than the first thirty (30) feet in length of each driveway.
- (b) Security. Security services to all Lots.
- (c) Television. Provision of local network television.

9.05 Water and Sanitary Sewer Service. Each Dwelling shall be served by public water and sanitary sewer service. Each Owner, by acceptance of a deed to a Lot, agrees to pay for any hookup or connection fees or special assessments levied or charged in connection with the connection of such Owner's Lot to such water and sanitary sewer service.

ARTICLE X

MISCELLANEOUS

10.01 Terms and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, for a period of thirty (30) years from the date this Declaration is initially recorded. Until all of the Lots subject to this Declaration have been sold by Developer, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least seventy-five percent (75%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least sixty percent (60%) of the Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause any Lot to cease to have access to Birchwood Road via private roadway easements. Furthermore, the easements created under Article VII shall be perpetual and shall survive termination or expiration of this Declaration.

10.02 Enforcement. The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with Association of a petition by any person who shall be an owner of a Lot subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. (Nothing herein shall be deemed to limit the rights of the Village of Lake Delton to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessment under Article IX), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be an Owner and commence such proceedings against such other

person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Lots damaged by the violation pro rata. Notwithstanding the foregoing, Developer, so long as it owns any Lot, shall have the right to initiate any legal action to enforce the provisions of this Declaration without first petitioning the Association.

10.03 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

10.04 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Subdivision.

10.05 Additions to Existing Property. Developer, its successors and assigns shall have the right, but shall not be obligated, to bring within and subject to this Declaration, at such times and in such stages as Developer in its sole discretion shall determine, additional lands, by executing and recording with the Register of Deeds for Sauk County amended or supplemental declarations of covenants and restrictions with respect to the additional property. Such additional lands shall, upon the recording of such amended or supplemental declarations, be deemed to be part of the Subdivision. Under no circumstances shall this Declaration or any amended or supplemental declaration bind Developer, its successors or assigns, to make any additions (except as specifically agreed therein).

10.06 Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

ARTICLE XI

DISCLOSURES

Each Owner, by acceptance of a deed to a Lot, acknowledges that at present, Developer is considering using lands that Developer owns in the vicinity of the Subdivision for uses other than single-family dwellings. Such uses may include, without limitation, development of a golf course, clubhouse, recreational center, swimming pool, tennis courts, parks, recreational areas, condominiums, and multifamily dwellings. Accordingly, the undersigned Developer, on behalf of itself and on behalf of all persons who may in the future acquire title to any of the Lots, hereby specifically waives any rights to object to the development of any of said lands for such purposes. The lands described in this

EXHIBIT A

LEGAL DESCRIPTION OF SUBDIVISION

Lots One (1) through Seventy-seven (77), inclusive, and Outlots One (1) through Five (5), inclusive, Spring Brook Greens, in the Village of Lake Delton, Wisconsin.

TAX PARCEL NUMBERS:

146-0147-23200 (Part)

146-0147-22300 (Part)

146-0147-22401 (Part)

146-0147-22400 (Part)

146-0147-22200 (Part)

146-0147-22101 (Part)

EXHIBIT B

PROPERTY TO BE USED AS COMMON AREAS

Outlots One (1) and Five (5), Spring Brook Greens.

...

...

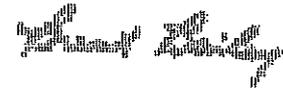
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DOC# 852659

Recorded
NOV. 10, 2004 AT 03:15PM

Document No.

**FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS**



REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$29.00

29.

Return to: *will plr*
Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Attached Exhibit A
Parcel Number

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS (this "Amendment") is executed this 9th day of November, 2004, by JULIDAR CORPORATION ("Developer").

RECITALS:

A. Developer caused to be recorded a Declaration of Protective Covenants dated November 8, 2002 and recorded November 12, 2002 with the Sauk County Registrar's office as document number 791372 (the "Declaration"). The Declaration affects title to Lots One (1) through Seventy-seven (77), inclusive, and Outlots One (1) through Five (5), inclusive, Spring Brook Greens, in the Village of Lake Delton, Wisconsin (the "Subdivision").

B. Developer desires, pursuant to Section 10.05 of the Declaration, to amend the Declaration in accordance with the terms of this Amendment.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

AGREEMENTS:

1. Exhibit A to the Declaration is hereby amended to add thereto Lots 78 through 206, inclusive, and Outlots 6, 7, 8, 9, 10, 11, 12 and 13 First Addition to Spring Brook Greens, in the Village of Lake Delton, Wisconsin (the "First Addition"). Each such lot shall be a "Lot" for all purposes under the Declaration, and each such outlot shall be an "Outlot" for all purposes under the Declaration, except as follows:

a. Outlots 8, 10, and 11 may be used for recreational purposes including, without limitation, use as a clubhouse, arcade, courts, playground, pavilion, mini-golf, pool, water park, restaurant, bar, banquet hall, equipment rentals, golf pro shop, parking or any other use similar in nature to any of those listed herein or otherwise appropriate for the operation of a golf course, resort or country club. Nothing herein shall be deemed a warranty or representation that any or all of Outlots 8, 10 and 11 will be developed for any of the possible uses set forth above.

b. Outlot 10 and certain unplatted lands described on Exhibit B attached hereto and made a part hereof (the "Unplatted Lands") may be used as a golf course, including any golf course facilities, open space or for any other legal use. Nothing herein shall be deemed a warranty or representation that either or both of Outlot 10 or the Unplatted Lands will be developed for any of the possible uses set forth above. If either or both of Outlot 10 or the Unplatted Lands are developed as a golf course or is used as open space, the following apply:

(i) Neither the Declarant, the Association or the owner(s) of Outlot 10 and the Unplatted Lands guarantees or represents that any view over and across either or both of Outlot 10 and the Unplatted Lands from adjacent Lots will be preserved without impairment. The owner(s) of Outlot 10 and the Unplatted Lands shall have the sole right to make any additions or changes to Outlot 10 and the Unplatted Lands as such owner may desire. Any additions or changes to Outlot 10 or the Unplatted Lands may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

(ii) In the event either or both of Outlot 10 and the Unplatted Lands are developed as a golf course, the Lots adjacent to Outlot 10 and the Unplatted Lands are burdened with an easement (A) permitting golf balls unintentionally to come upon such Lots, (B) permitting for golfers at reasonable times and in a reasonable manner to come upon such Lots to retrieve errant golf balls and (C) overspray of water from any irrigation

system serving Outlot 10 and/or the Unplatted Lands. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

(c) Outlots 8, 10 and 11 may be used for commercial purposes, including, without limitation, homebuilding operations, grocery/convenience store, laundry, hotel/motel, golf course maintenance, equipment storage, lumber storage, rental storage and other commercial purposes. Nothing herein shall be deemed a warranty or representation that any or all of Outlots 8, 10 and 11 will be developed for any of the possible uses set forth above.

(d) Lots 202-206, Lots 135-146 and Outlots 8, 10 and 11 may be used singly or in combination with each other, as single-family dwellings, multi-family dwellings or residential condominiums, with the maximum number of units as permitted by the applicable zoning for such Lots. Each dwelling unit located on any of such Lots or Outlots shall be treated as a "Lot" for purposes of membership in the Association and for assessing general annual charges and special charges pursuant to the Declaration. Until the earlier of (a) the date that Outlot 8 is developed for a purpose described in Section 1 above, or (b) Developer conveys Lots 202-206 to a party unaffiliated with Developer, Developer or any party affiliated with Developer may use any portion of Lots 202-206 not sold to a party unaffiliated with Developer for golf course purposes including, but not limited to use as a temporary clubhouse or golf pro shop.

(e) Lots 104 and 105 shall not have driveway access onto Lake Shore Drive.

(f) All buildings to be constructed on Lots within the First Addition and any future additions to Spring Brook Greens shall have a 5/12 roof pitch.

(g) One (1) satellite dish may be located on each Lot subject to the Committee's reasonable written approval of the location and screening of the satellite dish.

2. Developer may convey to the Association, in its sole discretion, title to Outlots 6, 7 and 13, as and for stormwater management facilities.

3. Developer covenants and agrees to convey to the Association title to Outlot 12, as and for a private road to serve the Subdivision and the First Addition subject to a reservation of easement across Outlot 12 for the benefit of itself and its successors and assigns as the owners of any lands that Developer or any person,

association, partnership, corporation, limited liability company or other entity controlled by, or under common control with, the Developer, now owns or in the future may own within the Village of Lake Delton, Wisconsin, to use any portion of Outlot 12 in a manner that does not unreasonably interfere with the rights of the members of the Association. Such use, reserved to Developer, shall not be subject to any rules or regulations promulgated by the Association. The easement reserved by Developer may be assigned in whole or in part to the owners of any lands located within the Village of Lake Delton, Wisconsin. Should the Association fail to carry out its obligations respecting the maintenance of Outlot 12 under Section 7.01 of the Declaration and such failure continues for a period of thirty (30) days following delivery of written notice to the Association's registered agent by certified mail, return receipt requested, then the holder or beneficiary of such easements shall have the right to cure the Association's failure at the Association's sole cost.

4. Terms that are capitalized but not defined in this Amendment shall have the definitions assigned to such terms under the Declaration.

5. Except as modified hereby, all remaining terms and conditions of the Declaration are hereby ratified and shall remain in full force and effect.

[Execution Page Follows]

IN WITNESS WHEREOF, Developer has executed this Amendment as of the day and year first above written.

JULIDAR CORPORATION ("Developer")

By: [Signature]
Darrel A. Mor, President

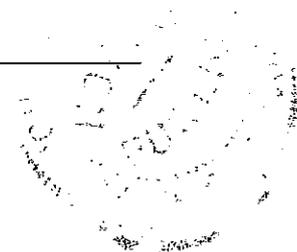
By: [Signature]
Juli A. Mor, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Columbin) ss.
COUNTY OF SAUK)

Personally came before me this 9 day of November, 2004, the above-named Darrel A. Mor, and to me known to be the President of Julidar Corporation, who executed the foregoing instrument, and acknowledged the same, on behalf of said corporation.

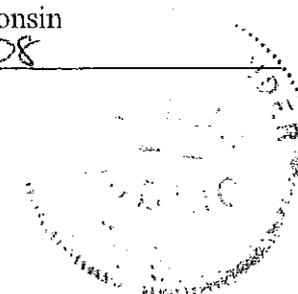
[Signature]
Name: Jon Bernander
Notary Public, State of Wisconsin
My Commission: 9-14-08



STATE OF WISCONSIN)
Columbin) ss.
COUNTY OF SAUK)

Personally came before me this 9 day of November, 2004, the above-named Juli A. Mor, and to me known to be the Secretary of Julidar Corporation, who executed the foregoing instrument, and acknowledged the same, on behalf of said corporation.

[Signature]
Name: Jon Bernander
Notary Public, State of Wisconsin
My Commission: 9-14-08



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Julidar Corporation to the undersigned dated May 14, 2004 and recorded in the office of the Register of Deeds of Sauk County, Wisconsin on June 7, 2004, as Document No. 840368, does hereby consent to all of the terms and conditions of the foregoing First Amendment to Declaration of Protective Covenants, and agrees that its interest in the property described herein shall be subject in all respects to the terms thereof.

Dated this 9 day of November, 2004.

BANK OF WISCONSIN DELLS

By: [Signature]
Name: GARY L. GILLILAND
Its: PRESIDENT

Attest: [Signature]
Name: Larry L. Gehrke
Title: Sr. VP/Cashier

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Columbia

Personally came before me this 9 day of November, 2004 the above-named GARY L. GILLILAND and Larry L. Gehrke, and to me known to be the PRESIDENT and Sr. VP/Cashier of the Bank of Wisconsin Dells, who executed the foregoing instrument, and acknowledged the same, on behalf of said bank.

[Signature]
Name: SON BERNARD
Notary Public, State of Wisconsin
My Commission: 9-14-08

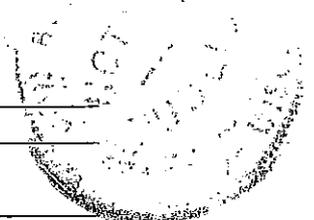


EXHIBIT A

Tax Parcel Numbers for the Subdivision and the First Addition

Subdivision:

146-1053-60010	146-1053-60240	146-1053-60480	146-1053-60710
146-1053-60020	146-1053-60250	146-1053-60490	146-1053-60720
146-1053-60030	146-1053-60260	146-1053-60500	146-1053-60730
146-1053-60040	146-1053-60270	146-1053-60510	146-1053-60740
146-1053-60050	146-1053-60280	146-1053-60520	146-1053-60750
146-1053-60060	146-1053-60290	146-1053-60530	146-1053-60760
146-1053-60070	146-1053-60300	146-1053-60540	146-1053-60770
146-1053-60080	146-1053-60310	146-1053-60550	
146-1053-60090	146-1053-60320	146-1053-60560	
146-1053-60100	146-1053-60330	146-1053-60570	146-1053-60771
146-1053-60110	146-1053-60340	146-1053-60580	146-1053-60772
146-1053-60120	146-1053-60350	146-1053-60590	146-1053-60773
146-1053-60130	146-1053-60360	146-1053-60600	146-1053-60774
146-1053-60140	146-1053-60370	146-1053-60610	146-1053-60775
146-1053-60150	146-1053-60380	146-1053-60620	
146-1053-60160	146-1053-60390	146-1053-60630	
146-1053-60170	146-1053-60400	146-1053-60640	
146-1053-60180	146-1053-60410	146-1053-60650	
146-1053-60190	146-1053-60420	146-1053-60660	
146-1053-60200	146-1053-60430	146-1053-60670	
146-1053-60210	146-1053-60440	146-1053-60680	
146-1053-60220	146-1053-60450	146-1053-60690	
146-1053-60230	146-1053-60460	146-1053-60700	
	146-1053-20470		

First Addition:

146-0147-22200
 146-0147-22300
 146-0147-23200

This document was drafted by:
 Melanie S. Lee
 Reinhart Boerner Van Deuren s.c.
 P.O. Box 2018
 Madison, WI 53701-2018
 (608) 229-2200

EXHIBIT B

Unplatted Lands.

A parcel of land being a part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, all in Section 17, Township 13 North, Range 6 East, Village of Lake Delton, Sauk County, Wisconsin, more particularly described as follows;

Commencing at the Northwest corner of Section 17, Township 13 North, Range 6 East; thence S $00^{\circ}13'07''$ W along the West line of the Northwest $\frac{1}{4}$ of said Section 17, 33.00 feet to the South line of Trout Road; thence S $88^{\circ}53'56''$ E along the said South line of Trout Road, 1900.08 feet to the point of beginning of the parcel to be described; thence continuing S $88^{\circ}53'56''$ E along the said South line of Trout Road, 75.39 feet; thence S $76^{\circ}46'48''$ E along the said South line of Trout Road, 100.49 feet; thence S $86^{\circ}26'35''$ E along the said South line of Trout Road, 512.95 feet; thence S $64^{\circ}17'12''$ E along the said South line of Trout Road, 7.73 feet to the North-South $\frac{1}{4}$ line of said Section 17; thence S $00^{\circ}00'23''$ E along the said North-South $\frac{1}{4}$ line, 605.56 feet to the Westerly line of Interstate Road "90/94"; thence S $16^{\circ}28'29''$ W along the said Westerly line of Interstate Road "90/94", 2618.10 feet; thence S $90^{\circ}00'00''$ W, 721.21 feet; thence N $81^{\circ}18'43''$ W, 150.27 feet; thence N $59^{\circ}24'28''$ W, 257.59 feet; thence N $40^{\circ}40'38''$ W, 125.30 feet; thence N $24^{\circ}42'29''$ W, 107.17 feet; thence N $00^{\circ}00'00''$ E, 117.68 feet to the Southerly line of Berry Lane; thence N $81^{\circ}55'25''$ E along the said Southerly line of Berry Lane, 70.60 feet; S $10^{\circ}18'13''$ E, 67.10 feet; thence S $77^{\circ}31'11''$ E, 244.51 feet; thence N $48^{\circ}05'35''$ E, 353.52 feet; thence N $34^{\circ}24'31''$ E, 103.23 feet; thence N $58^{\circ}19'17''$ W, 122.52 feet to the Southeasterly line of Berry Lane; thence Northeasterly 30.01 feet along the said Southeasterly line of Berry Lane along the arc off a curve, concave Northwesterly, having a radius of 613.00 feet and whose long chord bears N $33^{\circ}04'52''$ E, 30.01 feet; thence S $58^{\circ}19'17''$ E, 120.00 feet; thence N $26^{\circ}25'35''$ E, 109.02 feet; thence N $20^{\circ}28'31''$ E, 104.25 feet; thence N $17^{\circ}29'49''$ E, 95.00 feet; thence N $17^{\circ}34'23''$ E, 92.47 feet; thence N $22^{\circ}33'47''$ E, 88.16 feet; thence N $23^{\circ}08'53''$ E, 330.00 feet; thence N $23^{\circ}46'09''$ E, 91.43 feet; thence N $62^{\circ}31'15''$ W, 120.00 feet to the Easterly line of Berry Lane; thence Northeasterly 24.59 feet along the said Easterly line of Berry Lane along the arc of a curve, concave Southeasterly, having a radius of 467.00 feet and whose long chord bears N $28^{\circ}59'16''$ E, 24.59 feet; thence N $30^{\circ}29'48''$ E along the said Easterly line of Berry Lane, 141.89 feet; thence S $59^{\circ}30'12''$ E, 119.75 feet; thence S $81^{\circ}59'35''$ E, 137.34 feet; thence N $81^{\circ}48'42''$ E, 84.46 feet; thence N $85^{\circ}01'49''$ E, 82.57 feet; thence N $62^{\circ}52'10''$ E, 156.39 feet; thence N $05^{\circ}12'01''$ E, 151.33 feet; thence N $44^{\circ}45'07''$ W, 143.87 feet; thence S $87^{\circ}55'55''$ W, 189.56 feet; thence N $30^{\circ}14'01''$ E, 40.00 feet; thence N $42^{\circ}05'54''$ E, 96.95 feet; thence N $21^{\circ}22'32''$ E, 120.75 feet; thence N $08^{\circ}50'25''$ E, 120.74 feet; thence N $11^{\circ}11'23''$ E, 122.40 feet; thence N $23^{\circ}10'10''$ E, 18.53 feet; thence N $30^{\circ}41'29''$ E, 139.00 feet; thence N $13^{\circ}08'36''$ E, 86.31 feet; thence N $19^{\circ}05'34''$ W, 94.39 feet; thence N $59^{\circ}33'10''$ W, 85.05 feet; thence N $84^{\circ}44'14''$ W, 86.34 feet; thence S $59^{\circ}29'56''$ W, 20.83 feet; thence S $53^{\circ}06'04''$ W, 108.09 feet; thence S $66^{\circ}26'59''$ W, 90.87 feet; thence S $62^{\circ}02'51''$ W, 179.00 feet; thence S $49^{\circ}48'36''$ W, 104.28 feet; thence S $40^{\circ}57'17''$ W, 110.49 feet;

thence S 28°49'33"W, 111.88 feet; thence S 22°18'09"W, 89.74 feet; thence S 22°11'08"W, 89.73 feet; thence S 19°35'54"W, 87.13 feet; thence S 20°11'58"W, 73.87 feet; thence S 30°29'48"W, 379.00 feet; thence S 28°26'26"W, 107.49 feet; thence S 15°46'49"W, 124.35 feet; thence S 02°01'18"E, 124.49 feet; thence S 20°14'43"E, 124.82 feet; thence S 59°43'11"W, 315.19 feet; thence N 38°57'39"W, 50.00 feet; thence S 50°39'04"W, 57.03 feet; thence N 81°15'26"W, 17.93 feet; thence N 06°20'40"E, 106.44 feet; thence N 03°56'34"E, 104.32 feet; thence N 03°37'50"E, 100.00 feet; thence N 04°41'46"E, 94.95 feet; thence N 07°03'57"E, 98.54 feet; thence N 09°28'55"E, 98.54 feet; thence N 11°53'53"E, 98.54 feet; thence N 14°18'51"E, 98.54 feet; thence N 16°43'49"E, 98.54 feet; thence N 16°14'44"E, 98.77 feet; thence N 15°47'38"E, 99.47 feet; thence N 15°01'14"E, 96.81 feet; thence N 26°15'59"E, 34.71 feet; thence S 78°57'58"E, 148.09 feet; thence N 65°17'26"E, 89.36 feet; thence N 28°44'11"E, 83.54 feet; thence N 05°09'58"E, 74.11 feet; thence N 02°27'30"W, 78.67 feet; thence N 42°25'39"W, 79.47 feet; thence N 69°58'41"W, 58.30 feet; thence N 17°52'03"E, 122.63 feet; thence N 07°29'02"E, 123.60 feet; thence S 88°51'40"E, 337.55 feet; thence N 64°26'42"E, 478.23 feet; thence N 01°12'19"E, 100.48 feet to the point of beginning and the end of the described parcel.

The above described parcel containing 2,893,103 sq. ft. or 66.417 acres.

Tax parcel numbers:	146-0147-2320-0
	146-0147-2310-0
	146-0147-2240-1
	146-0147-2240-0
	146-0147-2230-0
	146-0147-0200-0
	146-0147-2210-0
	146-0147-2220-0

FOR PURPOSES OF ASSISTING THE REGISTER OF DEEDS FOR SAUK COUNTY IN INDEXING THE FOREGOING DOCUMENT:

LEGAL DESCRIPTION OF THE FIRST ADDITION
TO SPRING BROOK GREENS

A PARCEL OF LAND BEING A PART OF CSM #486; LOCATED IN THE NE
1/4 OF THE NW 1/4, SW 1/4 OF THE NW 1/4, NW 1/4 OF THE NW 1/4 AND
NW 1/4 OF THE SW 1/4 SECTION 17, T13N, R6E, VILLAGE OF LAKE
DELTON, SAUK COUNTY, WISCONSIN.

Section 2

**ARTICLES OF INCORPORATION
OF
SPRING BROOK GREENS HOME OWNERS ASSOCIATION, INC.**

The undersigned, being a natural person of the age of 18 years or more, acting as incorporator of a nonstock corporation under Chapter 181 of the Wisconsin Statutes, hereby executes the following Articles of Incorporation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is Spring Brook Greens Home Owners Association, Inc.

**ARTICLE II
PERIOD OF EXISTENCE**

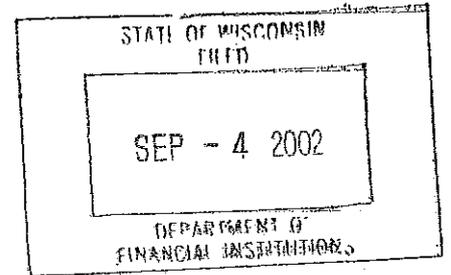
The period of existence of the corporation shall be perpetual.

**ARTICLE III
PURPOSE**

The purpose of the corporation shall be to engage in any lawful activity within the purposes for which corporations may be organized under Chapter 181 of the Wisconsin Statutes.

**ARTICLE IV
MEMBERS**

The corporation shall have two classes of members. The designation of each class, and the qualifications, rights and methods of acceptance of members of each class shall be as provided in the corporation's bylaws.



STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS

02 AUG 30 PM 1:59

WI - DEL CORP

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ARTICLE V

PRINCIPAL OFFICE

The address of the principal office of the corporation is 420 Birchwood Road, #1, Wisconsin Dells, Wisconsin 53965. The principal office is located in Sauk County.

ARTICLE VI

REGISTERED AGENT

The name and address of the registered agent of the corporation are Darrel A. Mor, 420 Birchwood Road, #1, Wisconsin Dells, Wisconsin 53965.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the corporation shall be managed by a Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3). The names and addresses of the initial directors are as follows:

Douglas B. Clausen
420 Birchwood Road, #1
Wisconsin Dells, WI 53965

Darrel A. Mor
420 Birchwood Road, #1
Wisconsin Dells, WI 53965

Tara A. Anchor
420 Birchwood Road, #1
Wisconsin Dells, WI 53965

ARTICLE VIII
INCORPORATOR

The name and address of the incorporator are Melanie S. Lee, Reinhart Boerner Van Deuren s.c., 22 East Mifflin Street, Madison, WI 53703.

Dated at Madison, Wisconsin, this 30th day of August, 2002.



Melanie S. Lee, Incorporator

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 20th day of August, 2002, Melanie S. Lee to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

Julie Spigum Rasmussen
Notary Public, State of Wisconsin *JULIE T. JUBBER RASMUSSEN*
My Commission: 6-29-03

This instrument was drafted
by and is returnable to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street
Madison, WI 53703

Section 3

**BYLAWS OF
SPRING BROOK GREENS
HOME OWNERS ASSOCIATION, INC.**

Spring Brook Greens Home Owners Association, Inc., a nonstock, nonprofit corporation organized and existing under the laws of the State of Wisconsin (the "Association"), hereby adopts the following bylaws ("Bylaws"):

**ARTICLE I
OFFICES**

1.1 Principal and Business Offices. The Association may have such principal and other business offices, within Sauk County, State of Wisconsin, as the Association's board of directors (the "Board") may designate or as the business of the Association may require from time to time.

1.2 Registered Office. The Association shall maintain a registered agent in the State of Wisconsin whose address may be, but need not be, identical with the principal office of the Association. The identity and address of the registered agent of the Association may be changed from time to time by resolution of the Board and the filing of a statement with the State of Wisconsin pursuant to the relevant provisions of Chapter 181 of the Wisconsin Statutes ("Chapter 181").

**ARTICLE II
PURPOSE**

2.1 Purpose. The purpose of the Association shall be to engage in any lawful activity within the purposes for which corporations may be organized under Chapter 181.

**ARTICLE III
CERTAIN DEFINITIONS**

3.1 Declaration. The term "Declaration" shall mean the Declaration of Protective Covenants dated November 8, 2002 and recorded as Document No. 791372. The Declaration, as amended from time to time, shall be deemed incorporated herein by reference.

3.2 Developer. The term "Developer" shall mean Julidar Corporation and its successors and assigns.

3.3 Lot. The term "Lot" shall mean a portion of the subdivision identified as a lot on the recorded plat of Spring Brook Greens, specifically excluding Outlots.

3.4 Owner. The term "Owner" shall mean the person or persons, including any business organization, having the power to convey fee simple title to a Lot. Owners shall include land contract vendees, but shall not include land contract vendors or persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

ARTICLE IV MEMBERS

4.1 Membership. Every Owner shall be deemed a member of the Association.

4.2 Voting Rights. There shall be two (2) classes of voting members of the Association, Class A members and Class B members; all as set forth in Section 6.02 of the Declaration. The number of votes held by each member shall be as set forth in Section 6.02 of the Declaration. If a Lot is owned by two or more members (the "Owning Members"), then the vote or the votes to be exercised for such Lot shall be exercised as the Owning Members, among themselves, determine, but in no event shall more votes be cast with respect to any Lot than the number of votes assigned to such Lot under this Section.

4.3 General and Special Charges; Payment of Same. General and special charges to members of the Association under the Declaration shall be established by the Board and adjusted in its discretion. Such charges shall be established and collected in the manner provided for in the Declaration. Any member who is delinquent in making payment of any general or special charge will be subject to suspension of voting rights until such time as the delinquent charges are paid.

4.4 Suspension of Voting Rights. If a member violates any terms or conditions of the Declaration the Board may, by the vote of two-thirds of the members of the Board, suspend such member's voting rights. The Board shall have the authority to establish policies and procedures relating to the suspension of memberships and the reinstatement of suspended memberships.

4.5 Transferability of Membership. Membership in the Association is appurtenant to and shall not be separated from ownership of any Lot that is subject to assessment.

4.6 Termination of Membership. Membership shall be terminated only upon (a) death of a member or (b) conveyance by a member of fee simple title or a land contract purchaser's interest in any Lot that is subject to assessment.

4.7 Annual Meeting of Members. The annual meeting of the members shall be held on the fourth Saturday in August of each year, beginning in 2003. Such meeting shall

be for the purpose of electing directors of the Association and for the transaction of such other business as may come before the meeting. Failure to hold an annual meeting at the designated time shall not cause a forfeiture or dissolution of the Association.

4.8 Special Meetings of Members. Special meetings of the members may be called by the President, the Board, or by members having one-tenth of the votes entitled to be cast at such meeting.

4.9 Notice of Members' Meetings. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than ten nor more than 50 days before the date of the meeting, unless a different time is provided in Chapter 181, the Articles of Incorporation or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President, the Secretary, or other officer or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association, with postage thereon prepaid. Notice may also be given by publishing a class 2 notice, under Chapter 985 of the Wisconsin Statutes, in any newspaper in general circulation in Sauk County, Wisconsin.

4.10 Quorum. Members holding one-fifth of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members.

4.11 Manner of Acting. The act of a majority of the votes entitled to be cast by members present in person or represented by proxy at a meeting at which a quorum is present shall be the act of the members, unless a greater proportion is required by the Articles of Incorporation, Chapter 181 or these Bylaws.

4.12 Conduct of Meetings. The President or, in his or her absence, any member chosen by a majority of the members present, shall call each meeting of the members to order and shall act as the chairperson of such meeting. The chairperson may appoint any member to act as secretary of the meeting.

4.13 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of law to be taken by the members at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the members.

ARTICLE V
BOARD OF DIRECTORS

5.1 Number. The business and affairs of the Association shall be governed by a Board consisting of three persons. These Bylaws may be amended to enlarge or reduce the number of directors except that the number of directors shall not be reduced to less than three.

5.2 Tenure and Qualification. Each director shall hold office until the next annual meeting of the members and until his or her successor is elected, or until his or her prior death, resignation or removal. A director may be removed from office for cause by the members if, at a meeting of members called for that purpose, the number of votes cast to remove the director exceeds the number of votes cast not to remove him or her. A director may resign at any time by filing his or her written resignation with the Secretary of the Association.

5.3 Annual Meeting. The annual meeting of the Board shall be held without other notice than this bylaw immediately after the annual meeting of members. Such meeting shall be for the purpose of electing officers of the Association and to conduct such other business as may come before the meeting.

5.4 Regular Meetings. The Board may provide, by resolution, the time and place for the holding of regular meetings without other notice than such resolution.

5.5 Special Meetings. Special meetings of the Board may be called by or at the request of the President, Vice President or any two directors. The President, Vice President or any two directors calling any special meeting of the Board may fix any place as the place for holding any special meeting of the Board, and if no other place is fixed the place of meeting shall be the principal business office of the Association in Sauk County, Wisconsin.

5.6 Notice; Waiver. Notice of special meetings of the Board shall be given by telephone or by written notice delivered personally or by mail or telegram to each director at his or her business address or at such other address as such director shall have designated in a writing filed with the Secretary. Notice in the case of telephone, personal delivery or telegram shall be given not less than 48 hours prior to the time of the meeting. If mailed, such notice shall be delivered at least 96 hours prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Association under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at anytime, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting,

except where a director attends because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

5.7 Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board. A majority of directors present (though less than a quorum) may adjourn the meeting from time to time without further notice.

5.8 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

5.9 Conduct of Meeting. The President, and in the President's absence, any director chosen by the directors present, shall call a meeting of the Board to order and shall act as the chairperson of such meeting. The chairperson may appoint any director or other person to act as secretary of the meeting.

5.10 Vacancies. Any vacancy occurring in the Board, including a vacancy created by an increase in the number of directors, shall be filled until the next succeeding annual election of directors by the affirmative vote of a majority of the directors in office, even though less than a quorum.

5.11 Presumption of Assent. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

5.12 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken, is signed by all the directors then in office.

5.13 Telephonic Meetings. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board at a meeting may be taken through the use of any means of communication by which (a) all participating directors can simultaneously hear each other during the meeting or (b) all communication during the meeting is immediately transmitted to each participating director and each

participating director is able to immediately send messages to all other participating directors.

ARTICLE VI

OFFICERS

6.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer and such other officers as may be determined by the Board. Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

6.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the directors contemporaneously with the adoption of these Bylaws or as soon thereafter as practicable. Successor officers shall be elected by a majority vote of the directors at each annual meeting of the Board. Officers shall hold office until their successors are duly elected and qualified. An officer may serve consecutive terms in the same office.

6.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

6.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board for the unexpired portion of the term.

6.5 President. The President shall be the chief executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association. He or she shall have authority, subject to such rules as may be prescribed by the Board, to appoint such agents and employees of the Corporation as he or she deems necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He or she shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business, or which is authorized by the Board; and, except as otherwise provided by law or the Board, he or she may authorize the Vice President or any other officer or agent of the Association to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, the President shall perform all duties incidental to the office of chief executive officer and such other duties as may be prescribed from time to time by the Board.

6.6 Vice President. In the absence of the President or in the event of his or her death, inability to act or refusal to act, or in the event for any reason it is impracticable for

him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board. The execution of any document or instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

6.7 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association's corporate records; (d) keep or arrange for the keeping of a register of the post office address of each member (which address shall be furnished to the Secretary by such member); and (e) in general, perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him or her by the President or by the Board.

6.8 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as may be selected by the Association; and (c) in general, perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him or her by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine.

6.9 Assistants and Acting Officers. The Board shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the board of directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board.

6.10 Salaries. No salaries shall be paid to any of the Association's officers or directors.

ARTICLE VII INDEMNIFICATION

The Association shall, to the fullest extent permitted or required by the Indemnification Statute (as defined below), indemnify each Director and Officer against

any Liability, and advance any and all reasonable Expenses, as incurred by a Director or Officer, arising out of or in connection with any Proceeding to which such Director or Officer is a Party because he or she is a Director or Officer of the Association. The Association may also indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against any Liability or the advancement of any Expenses to which such person may be entitled under any written agreement, Board resolution, vote of members, the Indemnification Statute or otherwise. The Association may, but shall not be required to, supplement the right to indemnification against Liability and the advancement of Expenses hereunder by the purchase of insurance on behalf of any one or more of such persons, whether or not the Association would be obligated to indemnify such person hereunder. The term "Indemnification Statute," as used in this Article, shall mean Sections 181.041 through and including 181.053 of the Wisconsin Statutes and all amendments thereto which permit or require the Association to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Article VII and not otherwise defined herein (except for the term "Board", which is defined in Section 1.1 hereof) shall have the meaning set forth in Section 181.041 of the Wisconsin Statutes.

ARTICLE VIII

CONTRACTS AND FINANCIAL MATTERS

8.1 Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies the contract or transaction, if: (a) the fact of such relationship or interest is disclosed or known to the Board which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the fact of such relationship or interest is disclosed or known to the members, which authorize, approve or ratify such contract or transaction; or (c) the contract or transaction is fair and reasonable to the Association. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

8.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidence of such indebtedness shall be issued in its name unless

authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

8.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any officer of the Association or an agent of the Association duly appointed for the purpose, or by such greater number of officers and agents as the Board may from time to time require.

8.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board.

8.5 Budget. The Board shall cause to be prepared for the Board's approval, prior to the start of each fiscal year of the Association, an annual budget for the Association.

ARTICLE IX CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE X AMENDMENTS

10.1 By Members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than three-fourths of the votes of all members present or represented at an annual or special meeting of the members at which a quorum is in attendance; provided, however, that if the Developer is a member of the Association at the time of the amendment, such amendment, in order to be effective, must receive the affirmative vote of the Developer.

10.2 By Directors. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board if (a) such amendment or other change in the Bylaws is adopted by affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance and (b) if Developer is a member of the Association at the time of the amendment, such amendment is consented to by the Developer. Notwithstanding the foregoing, no Bylaw adopted by the members shall be amended or repealed by the Board unless such authority is conferred by the members on the Board.

ARTICLE XI
CONSTRUCTION

Should any provision of these Bylaws conflict with any provision of the Declaration, the Declaration and the Protective Covenants shall, to the extent consistent with Chapter 181, prevail.

10

Section 4

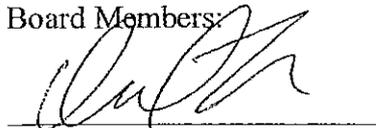
Rules for Roadways

This rule is adopted pursuant to §7.03(a) of the Declaration of Protective Covenants pertaining to Spring Brook Greens.

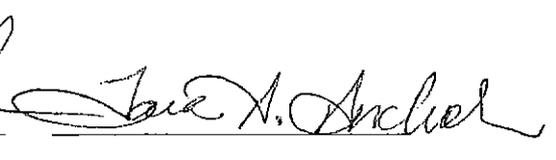
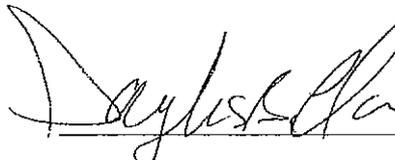
Golf carts and mopeds may be used on the Common Areas of Spring Brook Greens, but only subject to the following rules and regulations:

1. Only licensed drivers shall be allowed to operate any vehicle of any type, motorized or battery powered.
2. All vehicles must be in good condition, and must not emit noxious noise.
3. No other extraneous vehicles shall be allowed, such as go-carts or all-terrain vehicles whether motorized or battery powered.
4. All vehicles of any type shall be subject to the posted speed limits throughout the subdivision.
5. Golf carts driven after dark must be equipped with head lights.
6. No motorized or battery powered vehicle not licensed by a State Motor Vehicle Department shall be used on any portion of the Common Areas without a permit issued by the Board of the Spring Brook Greens Home Owners Association.
7. Permits issued by the Association shall be revoked for inappropriate use, provided, however, that the Board may, but shall not be obligated to, issue a verbal warning prior to the issuance of such revocation.
8. When approved registration is received, owner must place the assigned 3-digit permit number on the driver's side of the golf cart/vehicle in a readable area.
9. All vehicles shall be properly stored on the owner's lot or in an approved parking area.
10. Mopeds may be used on the Spring Brook Greens roadways in the same manner as any other street legal vehicle providing ingress and egress to Spring Brook Greens, provided, however, that such usage shall be subject to all applicable rules set forth in the Declaration, the Association's by-laws, rules and regulations and Wisconsin Motor Vehicle Department rules, including, without limitation, the prohibition of "riding double."
11. Snowmobiles may be used on the Spring Brook Greens roadways for ingress and egress only. No joyriding is permitted in Spring Brook.

Board Members:



Darrel A. Mor



Douglas B. Clausen

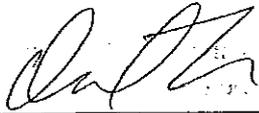
Tara A. Anchor

Date: November 8th, 2002

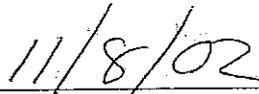
Lawn Care Rules

Lawn care rules pursuant to §5.05 of the Declaration of Protective Covenants pertaining to Spring Brook Greens.

Property owners shall be responsible for keeping and maintaining their property in a neat, clean and orderly condition. This shall include, but not limited to, the cutting and trimming of all lawn or grasses. Property owners are also responsible for trimming and upkeep of all shrubs and trees so as not to have said shrubs and trees cause a nuisance to other property owners or a nuisance on the Association property. 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 property owner.



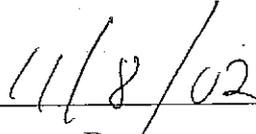
Darrel A. Mor, Board Member



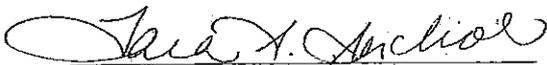
Date



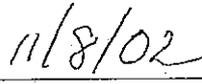
Douglas B. Clausen, Board Member



Date



Tara A. Anchor, Board Member

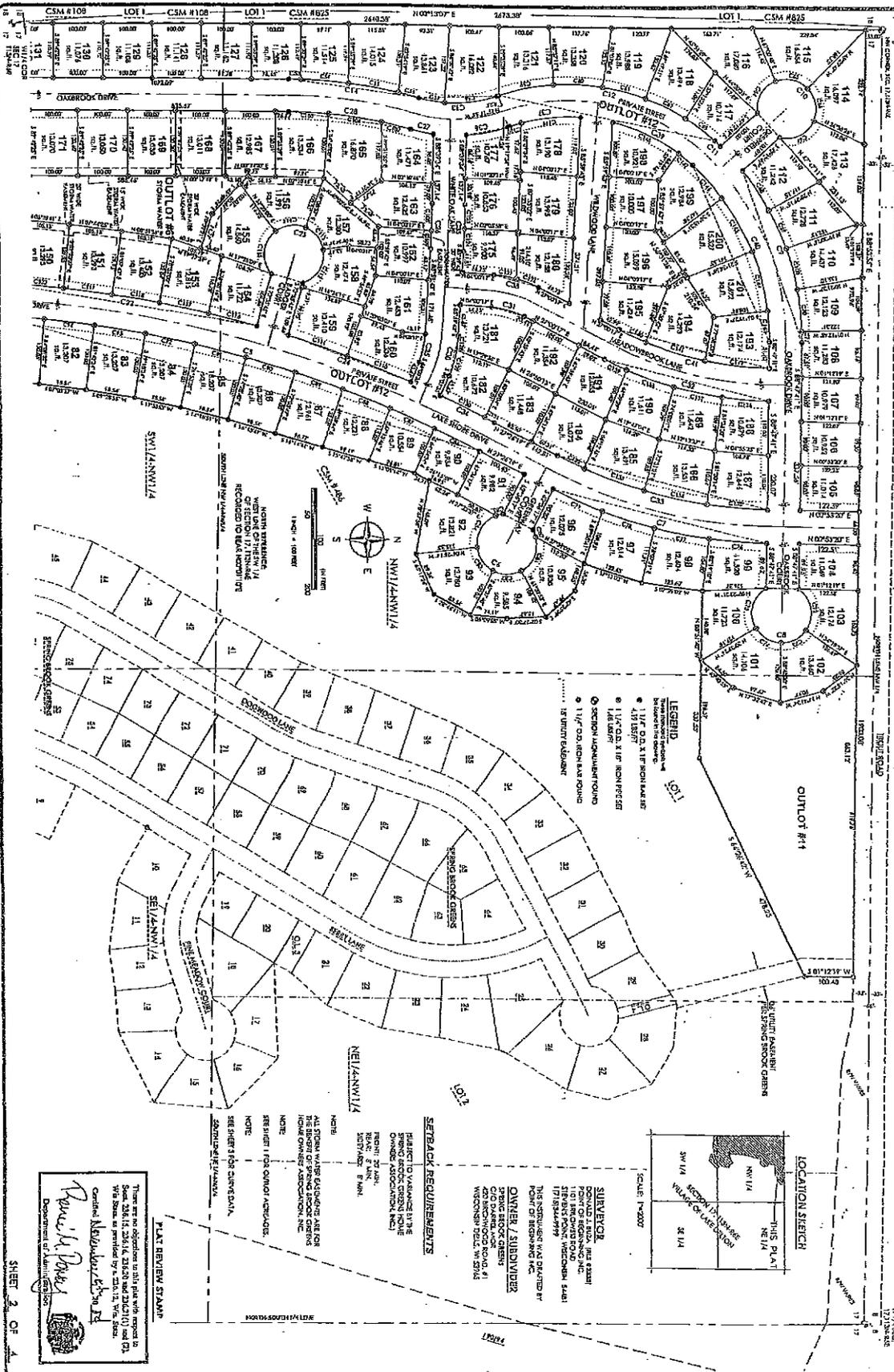


Date

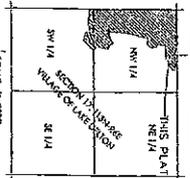
Section 5

1ST ADDITION TO SPRING BROOK GREENS A PLANNED UNIT DEVELOPMENT

A PART OF LOTS 3 AND 4 OF SECTION 16, TOWNSHIP 17N, RANGE 12E, COUNTY OF WISCONSIN, STATE OF WISCONSIN.



- LEGEND**
- 1 1/2' D.O.M. EASEMENT
 - 4 1/2' EASEMENT
 - 1 1/2' D.O.M. EASEMENT
 - 4 1/2' EASEMENT
 - SECTION EASEMENT
 - 1 1/2' D.O.M. EASEMENT
 - 4 1/2' EASEMENT



SETBACK REQUIREMENTS

RELATIVE TO WALLS IN THE
SPRING BROOK GREENS HOME
OWNER ASSOCIATION (MCA)

FRONT: 5 FT.

REAR: 5 FT.

SIDE: 5 FT.

NOTES

ALL STORM WATER DRAINAGE ARE FOR
THE SPRING BROOK GREENS HOME
OWNER ASSOCIATION (MCA).

NOTE:
RESIDENTS FROM OWNERS ASSOCIATION
MCA.

SEE SHEET 1 FOR CONVEYANCE
DOCUMENTATION.

There are no objections to this plat with respect to
Sections 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stat., as provided by s. 236.17, Wis. Stat.

Robert J. Papp
Notary Public
Department of Administration

Section 6

Document No.

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
AT 1:10 O'CLOCK P M

ON Nov 12 20 02

Dee L. Lively
REGISTRAR
23.00

DECLARATION OF EASEMENTS

(Spring Brook Greens)

THIS DECLARATION OF EASEMENTS (the "Declaration") is made and executed as of this 8th day of November, 2002 by Julidar Corporation ("Declarant").

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

P/G
Jhor

RECITALS

See Exhibit B
Parcel Number

A. Declarant is the owner of Lots 1 through 77, inclusive, Spring Brook Greens (collectively the "Lots"), and of Outlots 1 through 5, inclusive, Spring Brook Greens (the "Outlots").

B. Declarant desires to grant easements over certain of the Outlots and over certain unplatted lands.

NOW THEREFORE, it is hereby declared that:

1. Roadway Property Easement. Outlots 1 and 5 (the "Roadway Property") shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) Vehicle and Pedestrian Access Easement. An easement for ingress and egress for the purpose of granting to all of the owners of the Lots and their successors, attendants, employees, agents, assigns and invitees vehicular and pedestrian access across the Roadway Property.

(b) Utility Easement. A public utility easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, gas and electric service under the surface of the Roadway Property. Any public utility installing any improvements within the Roadway Property shall restore the surface of the Roadway Property to its condition existing prior to such installation.

(c) Fire Department and Vehicular Access. An easement for ingress and egress, and for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles, for the purpose of granting the providers of such services vehicular and emergency access across the Roadway Property.

Parking shall not be allowed upon the Roadway Property, except that parking shall be allowed in visitor parking areas located off of and adjacent to the drive aisles.

2. Emergency Egress Easement. Outlot 4 and the unplatted property described on Exhibit A attached hereto (which Outlot 4 and unplatted property are referred to herein as the "Emergency Egress Property") shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) Vehicular and Pedestrian Access Easement. An easement for ingress and egress for the purpose of granting to all of the owners of the Lots and their successors, attendants, employees, agents, assigns and invitees vehicular and pedestrian access in case of emergency across the Emergency Egress Property.

(b) Utility Easement. A public utility easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, gas and electric service under the surface of the Emergency Egress Property. Any public utility installing any improvements within the Emergency Egress Property shall restore the surface of the Emergency Egress Property to its condition existing prior to such installation.

(c) Fire Department and Vehicular Access. An easement for ingress and egress, and for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles, for the purpose of granting the providers of such services vehicular and emergency access across the Emergency Egress Property.

Parking shall not be allowed upon the Emergency Egress Property.

3. Stormwater Drainage Easement. Outlots 1, 2, 3, 4 and 5 and all areas within the Lots that would fall within the storm water drainage easement areas depicted on the "Typical Storm Water Drainage Easement Sketch" on the plat of Spring Brook Greens shall be subject to an easement in favor of Julidar Corporation for stormwater drainage. These easements may be assigned in whole or in part by Julidar Corporation to the Association (as defined in Section 6) and may be released in whole or in part by Julidar Corporation.

4. Public Access Easement. Outlot 5 shall be an easement for public access to Spring Brook Lake.

5. Beneficiaries. The owners of all Lots shall be the beneficiaries of the easements described in Sections 1(a) and 2(a). Public utilities providing the services listed in Section 1(b) and 2(b) are the beneficiaries of the easements described in Section 1(b) and 2(b). The parties providing the services described in Section 1(c) and 2(c) are the beneficiaries of the easements described in Section 1(c) and 2(c). The Village of Lake Delton shall be the beneficiary of the easements described in Section 3 and 4. The easements set forth in Section 1(a) and 2(a) are easements appurtenant to the Lots and may not be severed or separated from Lots. All of the easements granted hereunder are perpetual and shall run with the land.

6. Rights Reserved. Declarant reserves any and all rights to use of the Outlots for any purpose that is consistent with the enjoyment of the easement rights granted hereby, including, without limitation, the right to extend the right to use any of the easement rights granted hereunder to other persons or properties.

7. General Annual Charge. The cost of maintaining, repairing and replacing all improvements within the easements granted by this Declaration shall be borne by the Spring Brook Greens Home Owners Association, Inc. (the "Association") and shall be assessed as set forth in Article IX of the Declaration of Protective Covenants dated November 8, 2002 and recorded November 12, 2002 with the Sauk County Registrar's office as Document No. 791372, as amended.

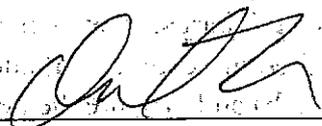
8. Public Dedication. The right of the Association to dedicate any of the Outlots to the public is governed by the Declaration of Protective Covenants for Spring Brook Greens recorded as Document No. 791372.

9. Amendment. This Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) Declarant; (b) the owners of at least Sixty Percent (60%) of the Lots located within the Spring Brook

Greens; (c) in the case of any amendment to Section 1(b) and 2(b) only, all public utilities who have installed improvements within the Roadway Property; and (d) in the case of Section 1(c), 2(c), 3 and 4, the Village of Lake Delton. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause any of the Lots located within the Spring Brook Greens to cease to have access from such Lot to Birchwood Road over the Roadway Property without the consent of the owners of such Lots.

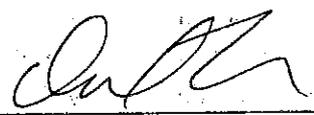
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

JULIDAR CORPORATION ("Declarant")

By: 
Darrel A. Mor, President

AGREED TO:

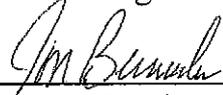
SPRING BROOK GREENS
HOME OWNERS ASSOCIATION, INC.

By: 
Name: Darrel Mor
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Personally came before me this 8 day of November, 2002, Darrel A. Mor, who executed the above instrument and acknowledged the same.


Name: JON BERNANDER
Notary Public, State of Wisconsin
My Commission: 9-24-04

This document was drafted by:

Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018
Telephone: (608) 229-2200

EXHIBIT A

EASEMENT DESCRIPTION

A parcel of land containing 13,323 square feet (0.306 acres) being part of CSM #486, located in the NE ¼ of the NW ¼ section 17, township 13, north, range 6 east, Village of Lake Delton, Sauk County, Wisconsin.

That the exterior boundary of said parcel of land is described as follows:

Commencing at the nw corner of said section 17 ;

Thence s 88°-53'-56" e along the north line of section 17 1864.59' ;

Thence s 01°-06'-04" w 33.00 to the south right-of-way of trout road and the point of beginning ;

Thence s 88°-53'-56" e along said south right-of-way 36.00' ;

Thence s 01°-06'-04" w 104.71' ;

Thence s 14°-18'-41" E 259.76' ;

Thence n 84°-44'-14" w 8.49' ;

Thence s 59°-29'-56" w 20.83' ;

Thence s 53°-06'-04" w 8.66' ;

Thence n 14°-18'-41" w 270.93' ;

Thence n 01°-06'-04" E 109.58' to the point of beginning and there terminating.

EXHIBIT B

TAX PARCEL NUMBERS:

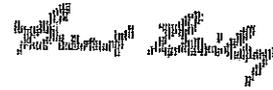
- 146-0147-23200 (Part)
- 146-0147-22300 (Part)
- 146-0147-22401 (Part)
- 146-0147-22400 (Part)
- 146-0147-22200 (Part)
- 146-0147-22101 (Part)

000458

DOC# 852660

Recorded
NOV. 10, 2004 AT 03:15PM

Document No.



REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$25.00

**DECLARATION OF EASEMENTS
(FIRST ADDITION TO SPRING BROOK
GREENS)**

THE STATE OF WISCONSIN
COUNTY OF SAUK
I, JULIE A. BOERNER, County Clerk
do hereby certify that the foregoing
is a true and correct copy of the
original as recorded in my office.

25-

Return to:
Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A
Parcel Number

**DECLARATION OF EASEMENTS
(FIRST ADDITION TO SPRING BROOK GREENS)**

THIS DECLARATION OF EASEMENTS (FIRST ADDITION TO SPRING BROOK GREENS) (this "Declaration") is executed as of this 9th day of November, 2004 by JULIDAR CORPORATION, a Wisconsin corporation (the "Declarant").

RECITALS:

A. Declarant owns Lots 78 through 206 inclusive (individually a "Lot" and collectively, the "Lots", and Outlots 7 through 13 inclusive (individually an "Outlot" and collectively, the "Outlots") First Addition to Spring Brook Greens, Village of Lake Delton, Sauk County, Wisconsin.

B. Declarant desires to create certain easements over certain of the Outlots pursuant to this Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

1. Roadway Easements. Outlot 12 (the "Roadway Property") shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) Vehicular and Pedestrian Access Easement. An easement for ingress and egress for the purpose of granting to all of the owners of the Lots and their successors, attendants, employees, agents, assigns and invitees vehicular and pedestrian access across the Roadway Property.

(b) Utility Easement. A public utility easement for the purpose of permitting public utilities, including any to be installed by the Village of Lake Delton, Sauk County, Wisconsin (the "Village"), to install, lay, operate, repair and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, gas and electric service under the surface of the Roadway Property. Any public utility installing any improvements within the Roadway Property shall restore the surface of the Roadway Property to its condition existing prior to such installation.

(c) Fire Department and Vehicular Access. An easement for ingress and egress, and for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles, for the purpose of granting the providers of such services vehicular and emergency access across the Roadway Property.

(d) Well Access. An easement for ingress and egress for the purpose of access to Outlot 8 and Outlot 9 by the Village for purposes of access to a Village well located on Outlot 9.

Parking shall not be allowed upon the Roadway Property, except that parking shall be allowed in visitor parking areas located off of and adjacent to the drive aisles.

2. Stormwater Drainage Easement. Outlots 6, 7, 8, 12 and 13 of the First Addition and that part of Outlot 9 designated on the Plat as "storm water easement" and all set-back areas designated on the Plat (but subject to any variances granted by the Spring Brook Greens Home Owners Association, Inc. (the "Association")) and all other areas designated on the Plat as "storm water easement" areas shall be subject to an easement in

favor of Julidar Corporation for stormwater drainage. These easements may be assigned in whole or in part by Julidar Corporation to the Association and may be released in whole or in part by Julidar Corporation.

3. Reservation of Easement in Gross over Outlots 7, 12 and 13. Declarant hereby reserves, to itself or any person or entity controlled by or under common control with Declarant ("Affiliate") and their respective successors and assigns, a permanent, non-exclusive easement in gross over Outlots 7, 12 and 13 of the First Addition for purposes of installing, maintaining, repairing and replacing advertising or identifying signage relating to the First Addition, Spring Brook Greens or any other developments, services or amenities offered by Declarant or any Affiliate and their respective successors and assigns.

4. Beneficiaries. The owners of all Lots and all "Lots" in Spring Brook Greens (as defined in the Covenants defined below) shall be the beneficiaries of the easements described in Section 1(a). Public utilities providing the services listed in Section 1(b) are the beneficiaries of the easements described in Section 1(b). The parties providing the services described in Section 1(c) are the beneficiaries of the easements described in Section 1(c). The Village is the beneficiary of the easement described in Sections 1(d) and 2. The easement described in Section 1(a) is appurtenant to the Lots and may not be severed or separated from the Lots. All of the easements granted hereunder are perpetual and run with the land.

5. Rights Reserved. Declarant reserved any and all rights to use the Outlots for any purpose that is consistent with the enjoyment of the easement rights granted hereby, including, without limitation, the right to extend the right to use any of the easements rights granted hereunder to other persons or properties.

6. General Annual Charge. The cost of maintaining, repairing and replacing all improvements within the easements granted by this Declaration shall be borne by the Spring Brook Greens Home Owners Association, Inc. (the "Association") and shall be assessed as set forth in Article IX of the Declaration of Protective Covenants dated November 8, 2002 and recorded November 12, 2002 with the Sauk County Registrar's office as Document No. 791372, as amended by First Amendment to Declaration of Protective Covenants dated November 9, 2004 and recorded November 10, 2004 with the Sauk County Registrar's office as Document No. 852659, and as the same may be further amended (the "Covenants").

7. Public Dedication. The right of the Association to dedicate any of the Outlots to the public is governed by the Covenants.

8. Amendment. This Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) Declarant; (b) the owners of at least Sixty Percent (60%) of the Lots; (c) in the case of any amendment to Section 1(b) only, all public utilities who have installed improvements within the Roadway Property; and (d) in the case of Section 1(c) and 2, the Village. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause any of the Lots to cease to have access from such Lot to Birchwood Road over the Roadway Property without the consent of the owners of such Lots.

9. Assignment of Certain Developer Rights. Pursuant to Section 7.06 of the Covenants, Declarant hereby assigns to the owners of the Lots and Outlots, its rights to the easement Declarant reserved to itself therein for an easement to use any portion of the Common Areas (as defined in the Covenants) to the same extent such Common Areas may be used by the members of the Association. Declarant reserves the right to make further assignments of such easement as provided in Section 7.06 of the Covenants.

[Execution Page Follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of the date first above written.

DECLARANT:

JULIDAR CORPORATION, a Wisconsin corporation

By: [Signature]
Darrel A. Mor, President

By: [Signature]
Juli A. Mor, Secretary

STATE OF WISCONSIN)
Columbia) ss.
COUNTY OF SAUK)

Personally came before me this 9 day of November, 2004, Darrel A. Mor, the President of Julidar Corporation, a Wisconsin corporation, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

[Signature]
Name: Jon Bernander
Notary Public, State of Wisconsin
My Commission: 9-14-08

STATE OF WISCONSIN)
Columbia) ss.
COUNTY OF SAUK)

Personally came before me this 9 day of November, 2004, Juli A. Mor, the Secretary of Julidar Corporation, a Wisconsin corporation, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

[Signature]
Name: Jon Bernander
Notary Public, State of Wisconsin
My Commission: 9-14-08

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Julidar Corporation to the undersigned dated May 14, 2004 and recorded in the office of the Register of Deeds of Sauk County, Wisconsin on June 7, 2004, as Document No. 840368, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 9th day of November, 2004.

BANK OF WISCONSIN DELLS

By: Gary L. Gilliland
Name: GARY L. GILLILAND
Its: PRESIDENT

By: Larry L. Gehlke
Name: Larry L. Gehlke
Its: Sr V.P./Cashier

STATE OF WISCONSIN)
) ss.
COUNTY OF Columbia

Personally came before me this 9 day of November, 2004, Gary L. Gilliland and Larry L. Gehlke, the President and Sr V.P./Cashier of the Bank of Wisconsin Dells, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Jon Bernander
Name: Jon Bernander
Notary Public, State of Wisconsin
My Commission: 9-14-08

This document drafted by
and should be returned to:

Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, Wisconsin 53701-2018
(608) 229-2200

000475

FOR PURPOSES OF ASSISTING THE REGISTER OF DEEDS FOR SAUK
COUNTY IN INDEXING THE FOREGOING DOCUMENT:

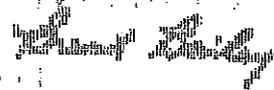
LEGAL DESCRIPTION OF THE FIRST ADDITION
TO SPRING BROOK GREENS

A PARCEL OF LAND BEING A PART OF CSM #486, LOCATED IN THE NE
1/4 OF THE NW 1/4, SW 1/4 OF THE NW 1/4, NW 1/4 OF THE NW 1/4 AND
NW 1/4 OF THE SW 1/4 SECTION 17, T13N, R6E, VILLAGE OF LAKE
DELTON, SAUK COUNTY, WISCONSIN.

000476

Recorded
NOV. 10, 2004 AT 03:15PM

Document No.



REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$23.00

**DECLARATION OF EASEMENTS
(For the Benefit of the Outlots in Spring
Brook Greens and the First Addition
to Spring Brook Greens)**

23-

Return to:
Melanie S. Lee
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A

Parcel Number

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed as of this 9th day of November, 2004 by JULIDAR CORPORATION, a Wisconsin corporation (the "Declarant").

RECITALS:

A. Declarant owns Outlots 1 through Outlot 4, inclusive, Spring Brook Greens and Outlots 7 through 13, inclusive, First Addition to Spring Brook Greens (individually an "Outlot" and collectively, the "Outlots"), Village of Lake Delton, Sauk County, Wisconsin.

B. Declarant desires to create certain easements over certain of the Outlots pursuant to certain rights reserved to Declarant in Section 6 of that certain Declaration of Easement dated November 8, 2002 and recorded on November 12, 2002 with the Sauk County Register of Deeds as Document No. 791373 and Section 5 of that certain Declaration of Easement dated November 9, 2004 and recorded on

November 10, 2004 with the Sauk County Register of Deeds as Document No. 852660, all as more specifically described in this Declaration.

NOW, THEREFORE, Declarant does hereby declare as follows:

1. Roadway Easements. Outlot 1 Spring Brook Greens and Outlot 12 First Addition to Spring Brook Greens (together, the "Roadway Property") shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) Vehicular and Pedestrian Access Easement. An easement for ingress and egress for the purpose of granting to all of the owners of the Outlots and their successors, attendants, employees, agents, assigns and invitees vehicular and pedestrian access across the Roadway Property.

(b) Golf Course Equipment Easement. An easement for the benefit of the owners of Outlots 8 and 11 First Addition to Spring Brook Greens and their successors, attendants, employees, agents, assigns and invitees, for the purpose of ingress, egress and access over, across and through the Roadway Property for golf course related equipment, including, but not limited to golf carts, drink carts and maintenance equipment.

(c) Construction Equipment Easement. An easement for the benefit of the owners of Outlots 8 and 11 First Addition to Spring Brook Greens and their successors, attendants, employees, agents, assigns and invitees, for the purpose of ingress, egress and access over, across and through the Roadway Property for construction equipment, including, but not limited to, forklifts, bobcats, trucks, dump trucks and cranes for any construction-related activities occurring anywhere within Spring Brook Greens or the First Addition to Spring Brook Greens.

2. Association Rules and Regulations. The easements granted herein shall not be subject to any rules or regulations promulgated by the Spring Brook Greens Homeowners Association, Inc. (the "Association").

3. Easements Appurtenant; Run with the Land. The easements described in Section 1 above are appurtenant to the respective Outlots and may not be severed or separated from such Outlots. All of the easements granted hereunder are perpetual and run with the land.

4. Rights Reserved: Declarant reserves any and all rights to use the Roadway Property for any purpose that is consistent with the enjoyment of the easement rights granted hereby, including, without limitation, the right to extend the right to use any of the easements rights granted hereunder to other persons or properties.

5. General Annual Charge: The cost of maintaining, repairing and replacing all improvements within the easements granted by this Declaration shall be borne by the Association and shall be assessed as set forth in Article IX of the Declaration of Protective Covenants dated November 8, 2002 and recorded November 12, 2002 with the Sauk County Registrar's office as Document No. 791372, as amended by First Amendment to Declaration of Protective Covenants dated November 9, 2004 and recorded November 10, 2004 with the Sauk County Registrar's office as Document No. 852659, and as the same may be further amended (the "Covenants").

6. Public Dedication. The right of the Association to dedicate any of the Outlots to the public is governed by the Covenants.

7. Severability. Invalidation of any one of the provisions herein by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

8. Amendment. This Declaration may be amended by the recording of a written instrument executed by the owners of at least Sixty Percent (60%) of the Outlots. In addition, any amendment that in any manner affects the rights or obligations of the Declarant shall be effective only if signed by the Declarant.

[Execution Page Follows]

000481

Exhibit A

Tax Parcel Numbers

Part of:

146-0147-22200
146-0147-22300
146-0147-23200

and

146-1053-60771
146-1053-60772
146-1053-60773
146-1053-60774

000482

FOR PURPOSES OF ASSISTING THE REGISTER OF DEEDS FOR SAUK
COUNTY IN INDEXING THE FOREGOING DOCUMENT:

LEGAL DESCRIPTION OF THE FIRST ADDITION
TO SPRING BROOK GREENS

A PARCEL OF LAND BEING A PART OF CSM #486, LOCATED IN THE NE
1/4 OF THE NW 1/4, SW 1/4 OF THE NW 1/4, NW 1/4 OF THE NW 1/4 AND
NW 1/4 OF THE SW 1/4 SECTION 17, T13N, R6E, VILLAGE OF LAKE
DELTON, SAUK COUNTY, WISCONSIN.

Section 7

SERVICE AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 2007, between SPRING BROOK CONSTRUCTION, LLC ("Manager") and SPRING BROOK GREENS OWNERS ASSOCIATION, INC., a Wisconsin non-stock corporation ("the Association").

WHEREAS, Manager is willing to render such services;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided. Manager shall be responsible for the following:
 - (a) Mow all common areas at \$48.00/hour, to be billed monthly. Mow all neglected lots at a rate of \$45.00 per lot per mow.
 - (b) Snowplow all Association roads and nature trails at \$65.00/hour per pick-up truck, \$85.00/hour per bobcat & \$115.00/hour per loader, to be billed monthly. Sand and/or salt will be charged at time and material as needed.
 - (c) Allow for garbage removal by supplying dumpsters at Spring Brook's main office area, provided, however, that the Association shall not allow its Members to place leaves and brush in such dumpsters. The Association will be billed monthly at \$330.00 plus sales tax. Leaf & brush pick up will be billed at \$40.00/hour as needed.
 - (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. The Association will be billed monthly at \$45.00/hour.
 - (e) Provide security patrols daily for the summer season (from Memorial Day through Labor Day) and on weekends during the remaining months. The Association will be billed \$1000.00/month for June, July and August and will be billed \$300.00 /month for the remaining months.
 - (f) Enforce those provisions of the declaration of protective covenants for the development that are initialed below. Enforcement services shall include, at Manager's discretion, communicating with the owners involved, taking action to cure the violations at the Association's expense (to be billed to the violator), preparing and filing the documents necessary to collect amounts owed (such as levying special assessments), and pursuing claims in small claims court. The Association will be billed monthly at \$45.00 per hour plus expenses. Manager shall not take any legal action other than in small claims court without prior approval from the Association's president.

(Initial or leave blank, as appropriate)

- | | | |
|---|----|--|
|  | 1. | Collecting Dues. |
|  | 2. | Landscaping requirements such as mowing. |
|  | 3. | Fencing requirements. |

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- 4. Sign restrictions.
- 5. Outdoor storage restrictions.
- 6. Rules for roadways.

- 2. Term. This Agreement shall commence on September 1, 2007 and shall continue in effect for five years (i.e., through August 31, 2012). Thereafter, this Agreement shall automatically renew for additional periods of one year each unless notice of non-renewal is given by either party no later than August 1 in the year of termination. In addition, Manager may, by delivery of written notice to the Association, terminate this Agreement at any time upon 60 days' notice.
- 3. Annual rate increases. All above rates are subject to annual CPI rate increases published in July of each year starting July, 2008. The CPI is defined as the Consumer Price Index as published by the Bureau of Labor Statistics of the United States Department of Labor. The rate increases go into effect September 1st of each year. In addition, if any particular commodity or service provided by, or purchased by, Manager in carrying out its duties under this Agreement increases in price in a manner substantially beyond the CPI increases (for example, increases in gasoline prices), then Manager may add a surcharge to the rates set forth above to cover Manager's additional costs.
- 4. Exclusivity. While this Agreement is in effect, the Association shall use the services provided by Manager under this Agreement exclusively and shall not hire any other party to provide such services.

Dated this 4 day of September, 2007.

SPRING BROOK CONSTRUCTION, LLC ("Manager")

By: *Peter Elftmann*
Peter Elftmann, Member

Darrel Mor
Darrel Mor, Member

SPRING BROOK GREENS OWNERS ASSOCIATION, INC. ("Association")

By: *Joe Stroder*
President

Darrel Mor
Secretary

(Rates do not include applicable sales tax)

Section 8

Annual Association Budget

Annual budgets and dues are set by the Association Board. To receive a current detailed budget contact Spring Brook at (608) 254-1460 and ask for the Accounting Department.