

SUNSET COVE CONDOMINIUM DEVELOPMENT  
RIVER ROAD  
WISCONSIN DELLS, WISCONSIN

DISCLOSURE MATERIALS

SELLER:

\_\_\_\_\_

(name)

\_\_\_\_\_

(address)

\_\_\_\_\_

(city, state)

This booklet contains the disclosure materials required by the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

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

3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND ON ANY DEPOSITS MADE.

## INDEX TO DISCLOSURE MATERIALS

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

1. DECLARATION. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page A-1.
2. FLOOR PLAN AND MAP. The Seller has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the condominium. The floor plans and map begin at Exhibit A1.
3. PERCENTAGE OF OWNERSHIP. Each unit's percentage of ownership in the common elements shall be in the percentages set forth on Exhibit B.
4. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page B-1.
5. BYLAWS. The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on page C-1 and the Condominium Rules begin on page C-19.
6. MANAGEMENT OR EMPLOYMENT CONTRACTS. There are no management or employment contracts in effect to date.
7. LEASES. Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases or agreements to date involving Sunset Cove Condominium Development.
8. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is shown on the last page of these disclosure materials.

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SUNSET COVE CONDOMINIUM DEVELOPMENT

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RESTATED CONDOMINIUM DECLARATION OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS  
FOR SUNSET COVE CONDOMINIUM DEVELOPMENT

THIS RESTATED DECLARATION, is made this 2nd day of January, 1993, by Sunset Cove Owners Association, Inc., a Wisconsin nonprofit corporation (hereinafter the "Association").

R E C I T A L S :

A Condominium Declaration for Sunset Cove Condominium Development dated September 29, 1989 was recorded October 12, 1989 in the office of the Register of Deeds for Columbia County in Vol. 359 of Records, commencing on page 525 as Document No. 477753.

The Association and its members are the owners in fee simple of all of the units and common elements which comprise the Sunset Cove Condominium Development located at 1100 River Road, in the City of Wisconsin Dells, Columbia County, Wisconsin.

The Association desires to amend, clarify and restate the rights, conditions, restrictions, covenants and easements in, over and upon the said condominium for the benefit of the Association, the owners, and all future owners of any part of said condominium.

The Association intends that the unit owners, mortgagees, occupants and other persons now owning or hereafter acquiring any interest in the property at all times shall enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the Association, on behalf of all unit owners, declares as follows:

ARTICLE I  
DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. Legal Description of Land. The real estate which, by this Restated Declaration, remains subject to the provisions of the Condominium Ownership Act, Wisconsin Statutes, Chapter 703 (1989-90), is legally described as follows:

Lots 1, 2, 3, 4, 5 and 6, Block 19, Original Plat and  
Lots 1, 2, 3, 4 and 5, Block 191, Vliets Addition to

the City of Wisconsin Dells, Columbia County,  
Wisconsin.

Said real estate is also described on the Plat of Survey attached hereto as "Exhibit A," which, by this reference, is made a part hereof.

Said real estate and all improvements thereon and appurtenances thereto are know as "Sunset Cove Condominium Development."

Section 2. Definitions. For the purpose of clarity and consistency, certain words and terms used in this Declaration are defined as follows:

"Association" shall mean and refer to the Sunset Cove Owners Association, Inc., a Wisconsin non-stock corporation. All Unit Owners in Sunset Cove Condominium Development shall be members of the Association and subject to its Articles of Incorporation, Bylaws and Rules adopted by the Association for the use and management of Sunset Cove Condominium Development. By becoming members of the Association, Unit Owners assign the management and control of the Common Elements of Sunset Cove Condominium Development to the Association. The policies of the Association shall be established by a Board of Directors elected by its members and implemented by management retained by the Association.

"Common Elements" mean all those portions of Sunset Cove Condominium Development which are not included in the definition of Unit and all tangible personal property used in the operation, maintenance and management of Sunset Cove Condominium Development. Except as provided herein, and subject to the Bylaws of the Association and rules adopted under them, the Common Elements are available for the use and enjoyment of or service to owners of all Units. None of the real estate which is part of the Common Elements may be abandoned, partitioned, subdivided, encumbered, sold or transferred except by amendment of this Declaration.

"Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association, as more fully defined herein.

"Condominium" means Sunset Cove Condominium Development and the property which has been subjected to this condominium Declaration.

"Condominium Instruments" means the Restated Declaration, plats and plans of the Condominium together with the attached exhibits and schedules.

"Condominium Plat" means the "Condominium Plat of Phase I, Sunset Cove" which was recorded with the Condominium Declaration in the office of the Register of Deeds for Columbia County on October 12, 1989 in Volume 359 of Records, commencing on page 549.

"Limited Common Elements" are those Common Elements reserved for the exclusive use and enjoyment of or service to one or more but not all Unit Owners. Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat.

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

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

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

"Unit" is that part of the Condominium designed and intended for the exclusive independent use by or under the authority of its Owner.

(a) A Unit includes one or more contiguous or noncontiguous cubicles of air at one or more levels of space, or one or more rooms of enclosed spaces, located on one or more floors in a building, and with a direct exit to a Common Area or a Limited Common Area. Each Unit shall be bounded by the unfinished surfaces of its lowermost floor, uppermost ceiling and parametric walls and shall include the finished interior surfaces (i.e., paint, wallpaper, carpeting and the like) in the Unit. No Unit may in any way be separated into tracts or parcels smaller than the whole Unit as shown on Exhibit B.

(b) In addition, a Unit includes the following items serving the particular Unit, although they may be outside the defined cubicle or cubicles of air:

- (i) All doors, windows, their interior casements, and all their opening, closing, locking mechanisms and hardware;
- (ii) All wall and ceiling mounted electrical fixtures and the recessed junction boxes serving them;

- (iii) All floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them;
- (iv) All plumbing and hot water fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the hot water heater and water or sewage lines to the lowest story of the Unit;
- (v) The cable television outlet to the Unit and the junction box serving it;
- (vi) The fan and ducts providing heating and air conditioning to the Unit and controls for the heating and air conditioning system of the Unit.

(c) Not included as a part of the Unit are any structural components and those portions of the mechanical systems of the building which are not specifically included in the definition of "Unit" above, even though the same may be within the cubicle or cubicles of air comprising the Unit.

(d) Units are identified by building, number and location on the Condominium Plat. This description includes the interests pertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations created under this Declaration.

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

"Unit Owner" means a person, combination of persons, partnership, trust or corporation who or which holds legal title to a condominium Unit or equitable title as a Land Contract purchaser.

## ARTICLE II PROPERTY AND UNITS

Section 1. Condominium Ownership Act. The Association hereby reaffirms the submission of the property described above in Article I, Section 1, and on the Condominium Plat and all buildings and improvements constructed thereon to the provisions of the Wisconsin Condominium Ownership Act, Wisconsin Statutes, Chapter 703 (the "Act").

Section 2. Description of the Units. The Units of the Condominium and the Limited Common Elements reserved to each are set forth on the Condominium Plat, attached to this Declaration as "Exhibit A," and incorporated in the Declaration by this reference.

Every deed, lease, mortgage or other instrument may legally describe a Unit by an identifying number and every such description shall be good and sufficient for all purposes, as provided in the Act. The residential buildings built on the real estate described in this Declaration contain 38 Units. The buildings are located as indicated on Exhibit A to this Declaration. The approximate location and the identifying number of every such Unit is set forth on the attached Exhibit A.

ARTICLE III  
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of the Units permitted by this Declaration, which right shall be appurtenant to and run with each Unit. Each Unit Owner's percentage of ownership in the Common Elements is stated as an undivided percentage on Exhibit B to this Declaration. Each Unit Owner's percentage of ownership in the Common Elements shall be subject to such easements as were granted by the Declarant in the Declaration dated September 29, 1989 as well as such easements as the Association may hereafter grant to public utilities or for water service, all of which may be granted by the Association by a majority vote of the Unit Owners.

Section 2. Limited Common Elements.

A. Use and Maintenance. All Limited Common Elements appurtenant to a particular Unit shall be for the exclusive use of the Owner or Owners of such Unit. Each Unit Owner shall be responsible for repair, maintenance and appearance of such Limited Common Elements appurtenant to his or her Unit, at his or her own expense, including, without limitation, responsibility for breakage, damage, malfunction, and ordinary wear and tear. No Unit Owner shall change the color or otherwise decorate or adorn or change the appearance of any such Limited Common Element without the prior written approval of the Board of Directors of the Association or any committee established by the Board for such purpose.



B. Parking Areas. Any parking area or other portion of the property allocated to parking, unless otherwise designated in the Condominium Plat, shall be part of the Common Elements and not a Limited Common Element or a part of any individual Unit.

Section 3. Partitioning of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise unless or until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any law or agreement applicable to Condominium Ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

ARTICLE IV  
OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Owner's Right to Ingress and Egress and Support. Every Unit Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his or her Unit, and such rights shall be appurtenant to and pass with the title to such Unit. This right shall not include ingress and egress by any type of vehicle. No vehicles shall be allowed upon the Common Elements, except that portion of the Common Elements which have been committed to roadways, driveways and parking areas as shown on Exhibit A.

Section 2. Use of Units. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Units may be leased or rented for residential purposes without violating this restriction.

Section 3. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered or constructed on or removed from the Common Elements except with the prior written consent of the Association. No Unit Owner or Owners shall place or keep a pier, boat dock, boat hoist, boat house, or garbage container on any Common Element or Limited Common Element. The Association may provide for docks, piers and garbage containers on the Common Elements, and shall install, maintain and rent a pier as required by the terms of its agreement with the Wisconsin Department of Natural Resources and as provided in Article V, Section 6 of the Bylaws.

Section 4. Prohibition of Damage and Certain Activities. Without the prior written consent of the Association, nothing shall be done or kept in any Unit or in the Common Elements or

any part thereof which would increase the rate of insurance on the Condominium or any part thereof over what the rate would have been, but for such activity. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to or waste of the Common Elements or any part thereof shall be committed by any Unit Owner, or a family member, pet, invitee, renter or guest of any Unit Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof, nor shall anything be done in any Unit or in the Common Elements which may be or may become a nuisance to any other Unit Owner or to any other person at any time lawfully residing in the Unit. If, due to the negligent or willful act or omission of a Unit Owner, or of a member of his or her family or a household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and Bylaws of the Board.

Section 5. Animals.

A. Unit Owners. Every Unit Owner shall be entitled to keep one or more household pets within his or her Unit provided such pet or pets do not constitute a nuisance and are kept on a lease whenever they are on the Common Elements. Each Unit Owner shall be responsible for proper waste disposal for his or her pet or pets.

B. Guests, Tenants and Renters. No person other than an Owner shall be permitted to have animals of any kind at any time in any Unit, Common Element or Limited Common Element, except guide dogs assisting visually impaired persons.

Section 6. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and Common Elements as adopted from time to time by the Association.

Section 7. Delegation of Use. Any Unit Owner may delegate, in accordance with the Bylaws or this Declaration, his or her right of enjoyment to the Common Elements and facilities to the members of his or her family, to the tenants of his or her Unit or to land contract purchasers of his or her Unit who reside on the property and only to such persons.

Section 8. Separate Mortgages. Each Unit Owner shall have the right to mortgage or encumber his or her respective Unit, together with his or her ownership interest in the Common

Elements. No Unit Owner shall have the right or the authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his or her own Unit and his or her interest in the Common Elements.

Section 9. Separate Real Estate Taxes. Each Unit and its percentage of undivided interest in the Common Elements shall be deemed to be a parcel and shall be subject to separate assessments and taxation as provided by Section 703.21, Wisconsin Statutes. In the event that, for any year, such taxes are not separately assessed against each Unit, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation with respect to Common Elements to be in accordance with each Unit Owner's respective percentage of ownership interest in the Common Elements.

Section 10. Maintenance and Repair of Units. Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of that Unit Owner's Unit and the general cleanliness and presentability of the Limited Common Elements reserved to such Unit. The Association is responsible for the decoration, furnishing, housekeeping, repair and maintenance of the Common Elements. No Unit Owner may alter the appearance or design of the exterior of any building or Unit, or Limited Common Elements reserved to a Unit, or the Common Elements without the prior written approval of the Association or a duly appointed committee of the Board of Directors of the Association.

Section 11. Water Service. Service of water supply and distribution has been provided to each Unit. It shall be the responsibility of the Association to maintain the water supply and distribution system except those portions of the system located within the boundaries of a Unit which are included within the definition of a Unit as set forth in Article I, as to which the Unit Owner shall be responsible for maintenance.

Section 12. Utilities. Each Unit Owner shall be liable for payment of the expenses of utilities allocated to his or her individual Unit. Monthly natural gas consumption or electric power consumption will be separately measured for each individual Unit by separate metering. Each Unit's individual percentage share of the total monthly natural gas consumption for all individual Units will then be determined. The Unit Owner shall be responsible for payment of his or her total monthly natural gas and electrical power consumption.

(a) Assessments of utility expenses, together with such penalties as the Association may impose for delinquencies and the costs of collection and actual attorneys' fees shall constitute a lien on the Unit or Units against which they are assessed. Attachment, filing,

effectiveness, priority and enforcement of the lien shall be as provided by law.

(b) If any assessment of utility expenses is delinquent and a statement of condominium lien has been recorded against a Unit, the voting rights in the Association of the delinquent Unit Owner shall be suspended for so long as the condominium lien remains outstanding. A delinquency resulting in the filing of a statement of condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

(c) Unpaid utility expenses assessed against a Unit are the joint and several liability of the grantor and grantee in a voluntary transfer of the Unit, unless either the grantor or grantee has requested and received from the Association a statement showing that there are no outstanding utility or Association assessments against the Unit. A first mortgagee acquiring a Unit by foreclosure or other remedy under its mortgage is not liable for utility expenses assessed to the Unit prior to its acquisition of the Unit.

ARTICLE V  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Unit Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by him or her. Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. Voting Rights. The Association shall have one class of voting membership as follows:

All Unit Owners shall have one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-Owner shall file the name of the voting co-Owner with the Secretary of the Association in order to be entitled to a

vote at such meeting, unless such co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

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

Section 3. Supplement. The provisions of this Article are to be supplemented by the Articles of Incorporation and the Bylaws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

#### ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Elements. The Association, subject to the rights of the Unit Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Common Elements in good, clean, attractive and sanitary condition, order and repair.

Section 2. Services. The Association is authorized to employ the services of any person or persons necessary to manage its affairs, or any part thereof, to the extent deemed advisable, and to employ such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are employed directly by the Association, or furnished or employed by any person or entity with whom or which the Association contracts. The Association is authorized to obtain and pay for such legal and accounting services as are necessary or desirable for the operation of the Common Elements or the enforcement of this Declaration, the Articles of Incorporation or Bylaws. The Association may contract for the services of any person or entity to furnish water, trash collection and other common services to the property and to each Unit.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be deemed to be owned by the Unit Owners in the same proportion as their respective interests in the Common Elements. Such interests shall not be transferrable except with the transfer of a Unit. The transfer

of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in any such property, whether or not specific reference is made thereto.

Section 4. Rules and Regulations. The Association may make and amend reasonable rules and regulations governing the use of the Units, the Limited Common Elements and the Common Elements, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or necessary to effectuate any such right or privilege.

ARTICLE VII  
ASSESSMENTS

Section 1. Agreement to Pay Assessment. All Unit Owners covenant, for themselves, and their heirs, successors and assigns, and every future Unit Owner; by the acceptance of a deed therefor (whether or not expressed in the deed) shall be deemed to covenant with each other and with the Association to pay to the Association for the purposes provided in this Declaration, the annual assessments, special assessments, capital improvements and any other fees and assessments provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article VII.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, comfort and recreation of the Unit Owners; to pay for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary; to pay for the obligations of the Association as set forth in this Declaration and including a reserve to pay for those obligations which are not anticipated to be incurred within the current assessment year.

Section 3. Annual Assessment. The Board of Directors of the Association shall fix the annual assessment based upon the annual budget adopted as provided in the Bylaws, which annual assessment shall be sufficient to meet the obligations imposed by this Declaration and the Bylaws.

The Board of Directors shall fix the amount of the annual assessment against each Unit at least 30 days in advance of its due date. Written notice of the annual assessment shall be sent to every Unit Owner, setting forth the amount of the annual assessment and its due date as established by the Board of Directors.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may at any time levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit, and the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property, provided, however, that any such special assessment shall first have been approved by a majority of Unit Owners voting, in person or by proxy, at a meeting duly called for this purpose, at which a quorum is present. Written notice of any such meeting shall conform to the requirements set forth in Article II, Section 3 of the Bylaws.

Section 5. Rate of Assessment. Each Unit Owner shall be liable for the share of expenses of the Association assessed against his or her Unit. These expenses, referred to as "Common Expenses" shall be allocated among the Units in the same percentages as the undivided interests of the Units in the Common Elements. Heating expenses for heat provided to individual Units are not Common Expenses; heating expenses for heat provided to areas other than individual Units shall be Common Expenses.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall immediately become a personal debt of the Unit Owner to whom it is assessed and also a lien, as provided in the Act, until paid. The delinquent assessment shall bear interest from its due date until the date of payment at the percentage rate which shall be set by the Board annually, at the date that the annual assessment is fixed. The Association may bring an action at law against the Unit Owner personally obligated to pay the same and/or foreclose the lien against the Unit in the manner provided by the Act. During the pendency of any such foreclosure action, the Owner shall be required to pay a reasonable rent for the permitted use of the Unit and Common Elements, and the Association shall be entitled to the appointment of a receiver to collect such rent. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey such Unit. If the Association provides for collection of annual or special assessments in installments, upon a Unit Owner's default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Unit Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. A suit to recover money judgment for unpaid expenses may be maintained without foreclosing or waiving the lien securing the same.

ARTICLE VIII  
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. Any changes to the appearance of the Condominium shall be subject to the prior approval of the Board of Directors of the Association or a duly appointed committee of the Board (the "Committee") as provided in Article V, Section 3 of the Bylaws.

Section 2. Board and Committee Authority. No exterior additions, enclosures, color changes or other alterations to any building; no additional fences or changes in existing fences; no hedges, walls or walkways; no landscaping changes and no other structures shall be commenced, erected or maintained until the plans and specifications, showing the nature, kind, shape, height, color, materials, location and approximate cost of the same shall have been submitted to and approved in writing as in harmony with the external design and location in relation to the surrounding buildings in the Condominium by the Board or Committee. In the event that the Board or Committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such plans and specifications will deem to have been disapproved. If any such work is commenced or completed without the prior written approval of the Board or Committee, suit to enjoin or remove such additions, enclosures, color changes or other alterations may be instituted at any time by the Committee, the Association or any Unit Owner or Owners. Members of the Committee may not be entitled to compensation for services performed pursuant to this Section, but compensation may be allowed to independent professional advisors retained by the Committee. Exterior antennae shall not be placed on any building without the prior approval of the Board or Committee.

ARTICLE IX  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the buildings and placed on the dividing line between the Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners of the Units which make use of the wall in proportion to such use.

Section 3. Right to Contribution. The right of any Unit Owner to contribution from any other Unit Owner under this



Article shall be appurtenant to the Unit and shall pass to such Unit Owner's successors in title.

ARTICLE X  
CASUALTY AND LIABILITY INSURANCE

Section 1. Obligation of Unit Owners. Each Unit Owner shall carry such casualty insurance on the contents of his or her Unit and his or her additions and improvements thereto and decorating and furnishings and personal property therein and his personal property stored elsewhere on the Property as such Unit Owner shall determine. Each Unit Owner waives and releases any and all claims which the Unit Owner may have against any other Unit Owner, the Association or its officers or directors or any agents or employees of the Association for damage to such Unit Owner's personal property or the contents of his or her Unit or additions or improvements thereto or decorating and furnishings within such Unit, except damage caused by the negligent or willful act or omission of another Unit Owner, or members of his or her family, guests, pets, or other authorized occupants of such Unit Owner, or the willful act or omission of the Association, or one or more of its officers, directors, agents or employees.

Each Unit Owner shall carry public liability insurance, with limits of not less than \$1,000,000.00, providing coverage for a loss or damage attributable to the negligent or willful act or omission of such Unit Owner, or of a member of his or her family or a household pet, or of a guest or other authorized occupant or visitor of such Unit Owner. Each Unit Owner shall periodically furnish to the Association a current certificate evidencing such insurance coverage. In the event that a Unit Owner fails to provide a current certificate of coverage or the Association is notified of the termination of such coverage, the Association may obtain such insurance in the name of such Unit Owner and the cost thereof shall be charged, collected and enforced as an assessment against the Unit.

Section 2. Obligations of Association.

(a) Casualty. The Association shall obtain and pay the premiums for a policy of insurance for fire and extended coverage perils for all buildings and insurable improvements and all personal property included in the common elements for their full insurable value, as determined by the Board of Directors.

(b) Public Liability Insurance. The Association shall obtain and pay the premiums for a policy of public liability insurance with minimum limits of \$500,000.00 for bodily injury or death of one person and \$1,000,000.00 for bodily injury or death of more than one person in any one incident

and \$500,000.00 for property damage. Such liability insurance shall contain a "severability of interest" clause permitting recovery by Unit Owners for injury or damage insured against.

(c) Other. The Association is authorized to obtain and pay for a policy of worker's compensation, if required by law, and such other insurance as the Association shall determine from time to time to be necessary or desirable.

Section 3. Premiums. Premiums for the insurance policies purchased by the Association shall be paid by the Association and charged to the Unit Owners as a part of the Common Expense.

Section 4. Casualty Insurance Proceeds. In the event of loss or damage to one or more Units, Common Elements or Limited Common Elements caused by an insured risk, the proceeds of the casualty insurance maintained by the Association shall be applied by the Association as follows:

(a) If the Association elects to repair or reconstruct the damaged property, as provided in Article IX, below, the Association shall proceed promptly with the repair or reconstruction to a condition as nearly like its condition prior to the damage or loss as possible and compatible with the remainder of the Condominium.

(b) If the Association elects not to reconstruct or repair the damaged property, the Association shall pay to the Unit Owner or Unit Owners of the damaged or destroyed Unit or Units, the insurance proceeds applicable to each such damaged or destroyed Unit together with an amount equal to the Unit Owner's interest in the Common Elements. The value of the Unit Owner's interest in the Common Elements shall be determined by two independent appraisers, one selected by the Association and one selected by the Unit Owner and the amount thereby determined shall be the Common Expense of the remaining Units and assessed accordingly. Upon payment of this amount to the Unit Owner or Unit Owners of the destroyed or damaged Unit or Units, the Unit Owner or Unit Owners shall cease to be Owners and the percentage interest of the remaining Owners shall be adjusted accordingly. Such payment shall be made to the Unit Owner and his or her mortgagee, if any, as their interests appear.

(c) If all or substantially all of the property is destroyed due to an insured risk and the Association elects not to repair or reconstruct the Condominium, the proceeds shall be distributed to the Unit Owners in proportion to their interests in the common areas.

(d) The Association is authorized to engage the services of any bank or trust company authorized to do trust

business in Wisconsin to act as trustee, agent or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss and the fees of any such corporate trustee shall be Common Expenses. Payment by an insurance company to the Association or to such corporate trustee of the proceeds of any policy, and the written release from the Association of the insurance company's liability under such policy shall constitute a full discharge of such insurance company, and the insurance company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant to this Declaration, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

ARTICLE XI  
DETERMINATION TO REBUILD, REPAIR OR RESTORE

In the event of loss or damage to the property, whether or not due to an insured risk, if the cost of repair or replacement is less than \$10,000.00, the Association shall obtain the necessary repairs or replacements and the cost thereof shall be a Common Expense, which shall be offset by any insurance proceeds or damage awards received by the Association.

In all other cases of loss or damage to the property, the Board shall, as quickly as possible, obtain a written estimate of the cost for repair, replacement or reconstruction of the property and of the insurance proceeds or damage awards, if any, available to offset such cost. Such written estimates shall be sent by first class mail to all Unit Owners. In the event that the insurance proceeds are inadequate to pay for all of the estimated costs of the repairs, replacements or reconstruction, the notice to each Unit Owner shall include an estimate of the amount of the special assessment attributable to his or her Unit for the proposed repairs, replacements or reconstruction. Not less than 30 nor more than 60 days after the date of such notice to the Unit Owners, the Association shall proceed to repair, reconstruct or replace the damaged property to a condition as nearly like its condition prior to the damage as possible and compatible with the remainder of the Condominium unless, prior to the commencement thereof, the Association has received written notice from Unit Owners whose aggregate undivided interests in the Common Elements are not less than 75 percent of the total that they wish to partition the property. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements, and shall be

distributed in accordance with the priority of interest in each Unit to the Unit Owner and mortgagee.

ARTICLE XII  
EASEMENTS AND ENCROACHMENTS

Section 1. Easements. Easements have been declared and granted for the benefit of all Unit Owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment and electrical conduits and wires along and on any part of the Common Elements. All of the said utility services, with the exception of existing power transformers and overhead utility services, shall be buried under the surface of the common area, with the cost of such underground installation to be borne by the installing party. This easement shall permit the Association, or any utility or service company authorized by the Association, to install and maintain facilities and equipment on the Property and to excavate for such purposes. This easement is not intended to affect any other recorded easements on the Property.

Section 2. Maintenance. The Association or agent or employee of the Association shall have the right to enter individually-owned Units upon 24 hour notice for seasonal or periodic maintenance, provided, in the event of an emergency, the Association or such agent or employee shall have the right to enter individually-owned Units immediately.

Section 3. Encroachments. In the event that by reason of the construction, reconstruction, settlement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit encroaches or shall hereafter encroach upon any part of the Common Elements or another Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Units and the Association so long as all or any part of the building containing such encroachments shall remain standing; provided, however, that in no event shall a valid easements for any encroachment be created in favor of an Owner of any Unit or in favor of the Owner or Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners. All easements and rights described herein are easements appurtenant to and running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the Association and its successors and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, administrators, successors and assigns. The

Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph.

ARTICLE XIII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, and any Unit Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration and any amendments or supplements hereto. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforcement thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. This Declaration may be amended by an affirmative vote of 75 percent of all votes to be cast by Unit Owners. Copies of amendments shall be certified by the president, attested by the secretary and recorded with the Register of Deeds for Columbia County, with a copy thereof to be mailed or personally delivered to each Unit Owner at his or her address on file with the Association.

Section 4. Registered Agent for Service of Process. The registered agent for service of process shall be Rudy Iglewski whose address for service of process is 4120 Eighth Court, Wisconsin Dells, WI 53965. Change of agent for service of process may be accomplished by resolution of the Board of Directors and upon proper filing of the name with the Secretary of State for the State of Wisconsin and the Register of Deeds for Columbia County, Wisconsin.

IN WITNESS WHEREOF, the Association, upon the affirmative vote of 76% percent of the Unit Owners, has caused this Declaration to be executed by its president and secretary this 2nd day of January, 1993.

Rick Yedica and Cynthia Vehrs signatures were authenticated this 21st day of May, 1993.

SUNSET COVE OWNERS ASSOCIATION, INC.

By: Robert R. Stroud  
Robert R. Stroud

By: R. Yedica  
Rick Yedica President

Drafted By:  
Stroud, Stroud, Willink, Thompson & Howard  
Robert R. Stroud  
25 W. Main Street  
Madison, WI 53703

Attest: Cynthia Vehrs  
Cynthia Vehrs Secretary

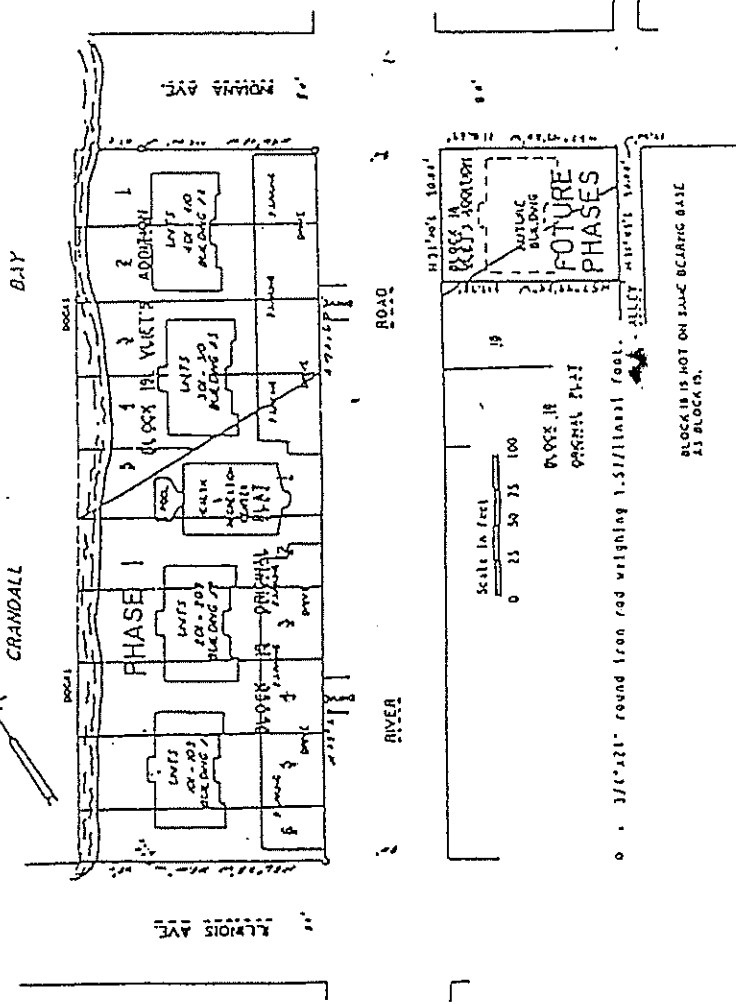
STATE OF WISCONSIN } SS  
COLUMBIA COUNTY }  
RECEIVED FOR RECORD

MAY 26 1993

Penny Juedel  
Reg. of Deeds at 8:00 A.M.

REC'D

Bearings are referenced to the northwest line of River Road between Illinois and Indiana Avenues and situated to bear N33°38'14"



CONDOMINIUM PLAT OF  
**PHASE 1**  
**SUNSET COVE**  
 COLUMBIA COUNTY, WISCONSIN

THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION FOR SUNSET COVE

DESCRIPTION OF PLAT  
 Lots 1 thru 6, Block 19, Original Plat and lots 1 thru 5, Block 191, Village Addition, all City of Wisconsin Dells, Columbia County, Wisconsin.

DESCRIPTION OF FUTURE PHASES  
 A parcel of land located in Block 19, Village Addition and in part of Block 191, Block 191, Original Plat of Wisconsin Dells, Columbia County, Wisconsin, bounded and described as follows: to the north, the north line of Block 19 which is at the intersection of River Road and Illinois Avenue, 200.00 feet; to the east, 90.00 feet along the southwesterly line of Illinois Avenue to the Illinois Avenue South 1/4 of Section 19, 90.00 feet along the northwesterly line of Illinois Avenue to the southeast line of River Road, 90.00 feet along the northwesterly line of River Road to the point of beginning.

OWNER: Sunset Cove Joint Venture, PO Box 41, Wisconsin Dells, WI 53985.  
 CARLSON SURVEYING, 127 IOLA AVE., ERIEBO, WI 53913, Tel 608-355-3316.

I, Kenneth G. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel and that this is a correct representation of the earlier boundaries of the parcel described and the location of the building, driveway and parking to be constructed as proposed in the plat hereof and the identification and location of each unit and the common elements can be determined.

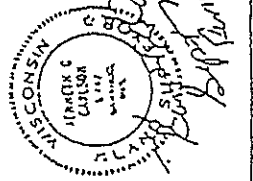
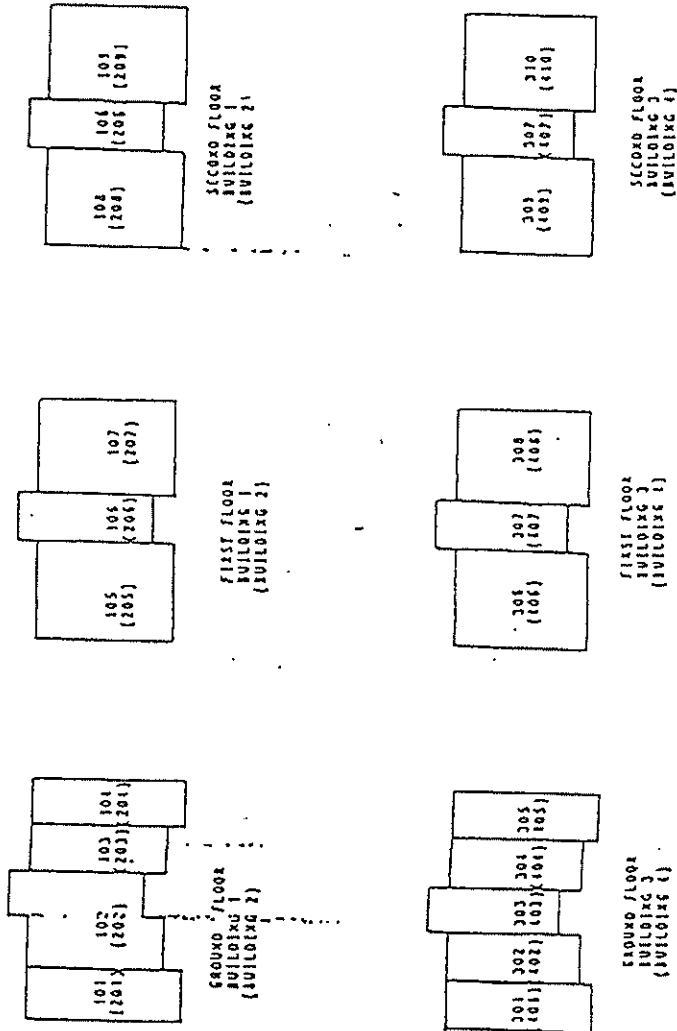


EXHIBIT A2

CONDOMINIUM PLAT OF  
**PHASE 1**  
**SUNSET COVE**

COLUMBIA COUNTY, WISCONSIN

THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION FOR SUNSET COVE.



BUILDING #1	BUILDING #2	BUILDING #3	FLOOR AREA	UNIT TYPE
UNIT NO.	UNIT NO.	UNIT NO.	SQ. FT.	
101	201	301	1372	B
102	202	302	1372	B
103	203	303	1372	B
104	204	304	1372	B
105	205	305	1372	B
106	206	306	1372	B
107	207	307	1372	B
108	208	308	1372	B
109	209	309	1372	B

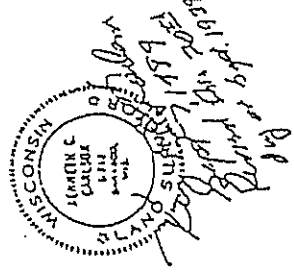


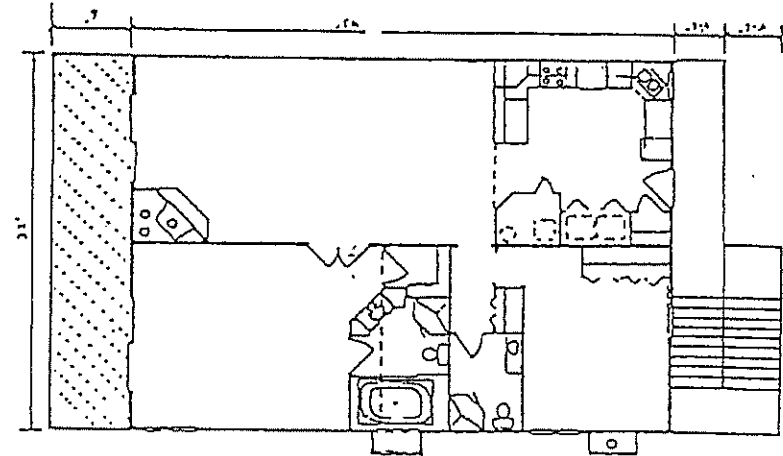
EXHIBIT A3

CONDOMINIUM PLAN OF  
PHASE 1  
SUNSET COVE

COLUMBIA COUNTY, WISCONSIN  
THIS SURVEY DESCRIBES THE LAND AND  
BUILDINGS SUBJECT TO THE CONDOMINIUM  
DECLARATION FOR SUNSET COVE

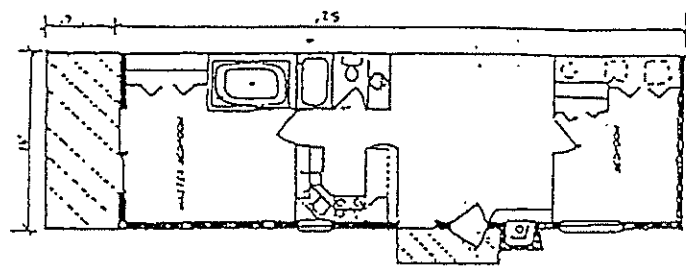
• UNLIT COMMON AREAS

Soar units may be mirror image of floor plan shown.

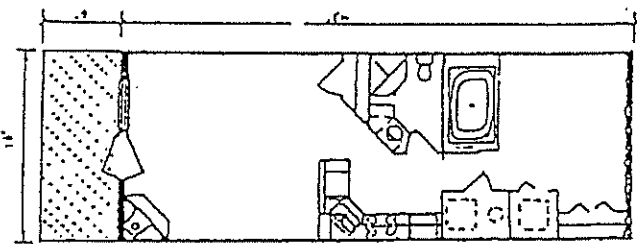


FLOOR PLAN C

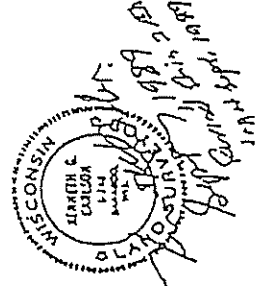
Option on FLOOR PLAN B: "Bedroom" and  
"Master Bedroom" may be interchanged.



FLOOR PLAN B



FLOOR PLAN A



I, Kenneth G. Carlson, registered land surveyor, hereby certify that  
the drawings, specifications herein are an accurate copy of portions of the  
plan of each building and substantially depict the layout, location,  
unit number and description of the building or buildings and units  
therein as to be erected.



EXHIBIT A4

I, Kenneth G. Carlson, registered land surveyor, hereby certify that the drawings accompanying herein are an accurate copy of portions of the plans of such building and substantially depict the layout, location, unit numbers and distribution of the building or buildings and units erected or to be erected.

CONDOMINIUM PLAT OF  
**PHASE 1**  
**SUNSET COVE**  
 COLUMBIA COUNTY, WISCONSIN

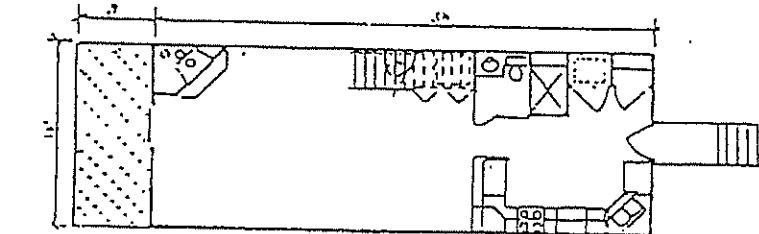
THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION FOR SUNSET COVE

• Limited Common Area

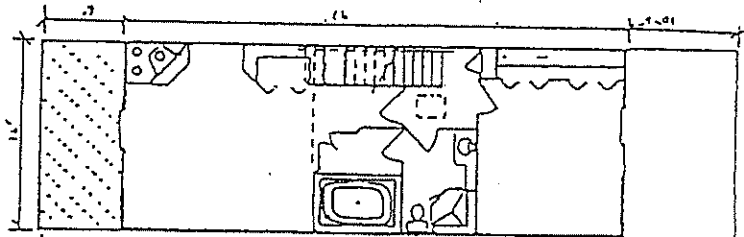
Some walls may be mirror image of floor plan shown.



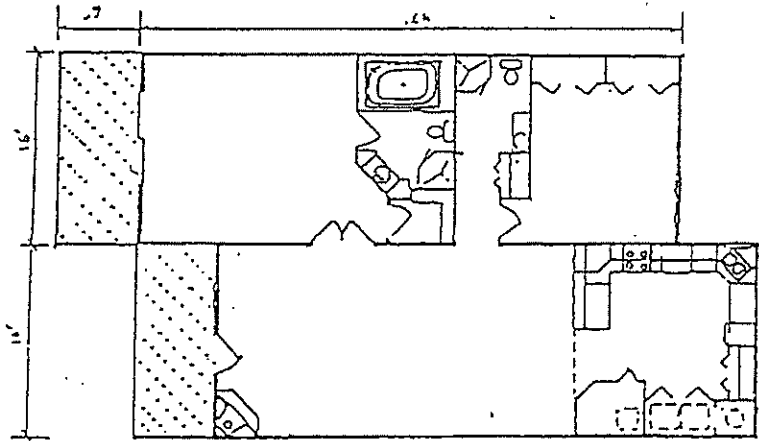
*Sublot*  
 68817  
 7/19/87  
 1811  
 1987  
 1987  
 1987



FLOOR PLAN D  
 LOWER LEVEL



FLOOR PLAN D  
 UPPER LEVEL



FLOOR PLAN C1

## EXHIBIT B

## SUNSET COVE CONDOMINIUM DEVELOPMENT

## Percentage of Ownership

<u>Unit Number</u>	<u>Percentage of Ownership</u>
101	.0263
102	.0263
103	.0263
104	.0263
105	.0263
106	.0263
107	.0263
108	.0263
109	.0263
201	.0263
202	.0263
203	.0263
204	.0263
205	.0263
206	.0263
207	.0263
208	.0263
209	.0263
301	.0263
302	.0263
303	.0263
304	.0263
305	.0263
306	.0263
307	.0263
308	.0263
309	.0263
310	.0263
401	.0263
402	.0263
403	.0263
404	.0263
405	.0263
406	.0263
407	.0263
408	.0263
409	.0263
410	.0263

## ARTICLES OF INCORPORATION

OF

SUNSET COVE OWNER'S ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

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

ARTICLE I

## NAME

The name of the corporation shall be Sunset Cove Owner's Association, Inc. (the "Association").

ARTICLE II

## PERIOD OF EXISTENCE

The period of existence of the Association shall be perpetual, unless dissolved pursuant to the provisions of the Wisconsin Statutes then in effect.

ARTICLE III

## PURPOSES

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

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

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

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

ARTICLE IV

POWERS

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V

##### MEMBERS

All owners of units in SUNSET COVE CONDOMINIUMS shall be entitled and required to be members of the Association, and membership shall at all times consist exclusively of and be limited to such unit owners. The Association shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the Association.

#### ARTICLE VI

##### REGISTERED AGENT AND PRINCIPAL OFFICE

The location of the initial principal office of the Association shall be 530 Hiawatha Drive, Lake Delton, Wisconsin 53940, and the initial registered agent shall be Michael S. Peterson, whose address is the same. This principal office is located in SAUK County and these Articles shall be recorded in that county.

ARTICLE VII

DIRECTORS

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

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

Michael S. Peterson  
P.O. Box 41  
Wisconsin Dells, WI 53965

Thomas M. Diehl  
P.O. Box 65  
Wisconsin Dells, WI 53965

B.E. Gussel, Jr.  
P.O. Box 177  
Wisconsin Dells, WI 53965

ARTICLE VIII

OFFICERS

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

ARTICLE IX

INCORPORATOR

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

Michael S. Peterson  
530 Hiawatha Drive  
Lake Delton, WI 53940

ARTICLE X

STOCK, DIVIDENDS, DISSOLUTION

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the

Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of SUNSET COVE CONDOMINIUM DEVELOPMENT from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI

AMENDMENT

These Articles may be amended in the manner provided by law at the time of amendment.

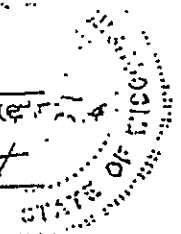
IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 19<sup>th</sup> day of September, 1989.

Michael S. Peterson  
Michael S. Peterson

STATE OF WISCONSIN )  
                                  ) SS.  
COUNTY OF DANE    )

On this 19<sup>th</sup> day of September, 1989, personally appeared before me the above-named Michael S. Peterson, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation and he acknowledged that he executed the same for the purposes therein contained.

Vernon J. Jesse  
Notary Public, County of Dane  
State of Wisconsin  
My Commission: is permanent



This Instrument Was Drafted By:

Attorney Harvey L. Wendel  
Wendel & Center  
6510 Grand Teton Plaza, Suite 302  
P.O. Box 2034  
Madison, WI 53701-2034

STATE OF WISCONSIN  
FILED  
OCT 02 1989

DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

22 PAGE 309