

**TAB TWO**  
**DECLARATION**

Declaration:

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OF

ROCK LAKE ESTATES, A CONDOMINIUM

A. Submission

To Act:

The undersigned, being the owner of the property described herein, and being authorized to do so, hereby submits said property to the provisions of Chapter 703, Wisconsin Statutes (1977), the Wisconsin Condominium Ownership Act.

B. Name,

Address:

The name of the Condominium is Rock Lake Estates. Address is County B West, Lake Mills, Wisconsin 53551.

C. Legal

Description:

The legal description ,of the property on which the condominium is located is as follows:

A part ,of the SE. 1/4 of the SE. fractional 1/4 of Section 3, T. 7 N., R. 13 E., Township of Lake Mills, Jefferson County, Wisconsin, described as follows:

Beginning at a point which is South 18.10 chains (1194.6 feet ) and east 31.50 chains (2079.00 feet from the center of said Section 3; thence South 13.40 chains (884.40 feet); thence S 42° 00' E , 8.50 chains (561.00 feet) to Rock Lake; thence easterly along the lake to the east line of said Section 3; thence North along said Section line to the southwesterly right-of-way line of Interstate Highway "94"; thence N. 64° 51' W., 533.00 feet & N. ' 57'48" W., 116.62 feet along said southwesterly right-of way line; thence Southerly approximately 765.00 feet to the point of beginning, excepting there from all enclose• right-of-way for C.T.H. "B" which includes 0.38 acres conveyed to Jefferson County for highway purposes by Werranty Deed recorded April 10, 1973 in Vol. 487 Records, page 421, and also 0.083 acres conveyed to Jefferson County for highway purposes recorded January 11, 1929 in Volume 132 Deeds, page 571. Said parcel contains approximately 22 acres. Excluded there from the two-family residence (approx. 30'x52') with attached two car garage in existence prior to any condominium development, and presently owned nd occupied by DeLoris E. McLay with an upstairs rental unit

D. Definitions:

In this Declaration the following definitions apply:

Unit 1. "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 shall include one or more contiguous or noncontiguous cubicles of air; the exterior boundaries of each cubicle shall be unfinished interior surface of the perimeter walls surrounding the cubicle, the unfinished lower surface of the ceiling of the highest story of the cubicle, and the uncovered or unfinished upper surface of the floor of the lowest story of the cubicle. Finished interior surfaces, including paint, wallpaper, carpeting and the like, are part of the Unit.
- b. In addition a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air:
  - (i) all doors and windows, their interior casements, and all their opening, closing and locking mechanisms and hardware;
  - (ii) all wall and ceiling mounted electrical fixtures and 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 fixtures and piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main 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, when and if the Association votes to have cable TV.  
(in Red Deleted 1/25/84)
  - (vi) Individual unit air conditioners;
  - (vii) the lines bringing natural gas or similar fuel to the Unit from the meter to the boundary of the Unit;
  - (viii) All the Units in each building collectively have as Limited Common Elements shared by them, the well and those portions of the water system are not part of the Units as defined above.
  - (ix) 2/04/1997 Ownership of Boat Slips



- c. Not included as part of the Unit are any structural components and portions of the mechanical systems of the building which are not specifically included in the definition of "Unit", above, which lie within the cubicle or cubicles of air comprising the Unit.
- d. Units are identified by building number and location on the Condominium Plat of Rock Lake Estates Condominiums. 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.

Common  
Elements:

D. 2.

"Common Elements" are all those portions of the Condominium which are not included in the definition of Unit and all tangible personal property used in the operation, maintenance and management of the Condominium. 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.

Association: D.

3.

"Association" is Rock Lake Estates Association. All Unit Owners in Rock Lake Estates shall be members of the Association and subject to its Articles, Bylaws and rules adopted by it for the use and management of the Condominium. By becoming members of the Association Unit Owners assign the management and control of the Common Elements of the Condominium to the Association. Subject to the reservation of rights in Section 0 hereof, the policies of the Association shall be established by a Board of Directors elected by its members and implemented by a retained Manager.

Manager:

D. 4

~~Manager" is the real estate management firm retained by the Association to manage the Condominium under the policy direction of the Board of Directors. McLay Realty presently manages the condominium~~

Number 4 Repealed & Recreated 02/04/1997, at the end of amendments.

Declarant: D.

5 "Declarant" is DeLoris McLay, successors or assigns. Declarant may assign or delegate some or all of her rights and responsibilities in connection with the Condominium by recording an instrument with the Register of Deeds for Jefferson County, Wisconsin, describing what is assigned or delegated and to whom.

Unit Owner: D.

6 "Unit Owner" is that person or combination of persons who hold legal title to a Unit or equitable ownership of a Unit as a land contract vendee. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one person. The Declarant is not included in the definition of Unit Owner.

E. DESCRIPTIONS  
BUILDINGS:

~~Phase I shall consist of our (4) buildings referred to as A, B, C, and D. Building "A" shall contain five (5) units numbered from left to right. The units of building "A" shall be ranch units having two bedrooms, 1-1/2 bathrooms, kitchen, dining area, living room. Units shall also contain a full basement, single car garage and laundry area. The three (3) middle Units of building "A" shall be two-story Units having a full bath and two (2) bedrooms on the second floor. The lower level shall contain a living room, dining area, laundry area, half bath and kitchen. Each unit in building "A" shall have a full basement and a single car garage. Additional buildings shall contain five (5) or more units. The respective floor plans for building "A" all be as shown on the attached Exhibit incorporated by reference.~~

Common  
Elements:

~~The description of the Common Elements are the well and water system, parking lot directly behind building "A", front yard area to road and lake frontage on south side of County Highway B, the street being E. Cedarberry Lane. Any more Common Elements shall be recorded upon future development. Use of the property fronting on Rock Lake and development on that property, including pier and boat lifts into the lake, will be limited to an approval plan that will be an additional future recording. (Repealed & Recreated 02/04/1997)~~



- F. Phased Development; ~~Declarant or her heirs or assigns shall from~~  
Easements; ~~time to time subject additional residential~~  
Reservations: ~~property (approximately 23.5 acres) to development~~  
  
~~as condominiums and common areas (in the amount of 26~~  
~~buildings) The buildings are not necessarily represented~~  
~~by the attached layout drawing but such additional property~~  
~~is limited to the conditions, restrictions, covenants,~~  
~~reservations, liens and charges set forth herein. (See~~  
~~attached Exhibit A for description)~~
- ~~The McLay farmland tenant and his employees shall have an~~  
~~easement through Deloris Lane and Canterbury Lane or any~~  
~~necessary lanes to obtain access to the existing 50 acre~~  
~~McLay farmland for the purpose of its cultivation and~~  
~~harvest for a period of two (2) years beginning January 1,~~  
~~1983.~~
- ~~The declarant, her heirs and assigns reserve all rights~~  
~~to the existing two-story residence plus two small~~  
~~storage buildings lying southwesterly of building "A",~~  
~~together with the right to use DeLoris Lane and~~  
~~Canterbury Lane and also the driveway leading to the~~  
~~residence lying southerly of Canterbury Lane as presently~~  
~~laid out. Upon removal of said residence and storage~~  
~~buildings said land and rights-of way will revert to~~  
~~declarant to develop into another building site or common~~  
~~areas of the Rock Lake Estate Condominium Association.~~  
~~(repealed 02/04/1997)~~
- G. Appurtenant  
Interests;  
Obligations:
- Common  
Elements:
- Common  
Expenses:
- There is appurtenant to each unit of the condo-  
minium certain interests and obligations shared  
on a percentage basis by all Unit Owners as set  
forth below:
- Each Unit Owner has an equal undivided interest  
in the Common Elements.
- Each Unit Owner is liable for the share of expenses  
of the Association assessed against such owner's 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.
1. Assessments of Common Expenses, together with such interest  
as the Association may impose for delinquencies and the  
costs of collection and actual attorney fees constitute a  
lien on the Units against which they are assessed.  
Attachment, filing, effectiveness, priority and enforcement  
of the lien shall be as provided by law.



2. If any assessment of Common Expenses is delinquent and a statement of condominium lien has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. 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.

~~3. Unpaid Common Expenses assessed against a Unit are a joint and several liability of grantor and grantee in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency is recorded. A first mortgagee or any other purchaser acquiring a Unit by foreclosure or other remedy under a first mortgage is not liable for Common Expenses assessed to the Unit prior to its acquisition of the Unit. Such unpaid common expense shall be deemed to be a common expense collectible proportionately from all Unit owners.~~ (Repealed & Recreated 02/04/1997)

Changes:

Any change in the percentages stated above must be evidenced by an amendment to this Declaration adopted pursuant to its terms and recorded in the office of the Register of Deeds for Jefferson County, Wisconsin.

Voting:

Each Unit is entitled to one (1) vote in the Association, subject to suspension as noted above. This vote is indivisible and may be cast by the Unit Owner or by proxy as permitted in the Association By-laws.

Repairs,  
Maintenance:

Each Unit owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of that owner's Unit and the general cleanliness and presentability of the Limited Common Elements whose use is reserved to the Unit. The Association is responsible for the decoration, furnishing, housekeeping, repair and maintenance of the Common Elements except as provided above. In meeting its responsibilities hereunder opt or otherwise the Unit Owner may not alter the appearance or design of the exterior of the building or use a Unit, the Limited Common Elements reserved to it or the Common Elements in a manner which adversely affects the exterior appearance of the building.

H. Uses:

The Units and Common Elements of the Condominium may be used only for residential purposes and home occupations, as permitted under Town of Lake Mills and General Ordinances, and subject to the Declaration, By-laws and rules, and for the management of the Condominium. No such use may unreasonably interfere with the use and enjoyment of the Common Elements and their Units by other Unit Owners and there may be no storage of materials or conduct of any activity which increases the insurance rates on the Condominium (spelling Correction 05/1983 Unites to Units)

I. Service of Process:

~~Service of process on the Condominium or the Association may be received by Deloris E. McClay, Box 27, County B West, Lake Mills, WI 53551. A successor for this purpose may be named by the Board of Directors of the Association and the name and address of the successor filed with the Secretary of State of the State of Wisconsin. (Repealed & Recreated 02-04-1997)~~

J. Repair, Reconstruction

In the event of damage to the Common Elements of the Condominium, the Association shall:

1. ~~If insured in an amount adequate to repair or reconstruct the damaged Common Elements, proceed with the repair or reconstruction to a condition prior to damage as possible and compatible with the remainder of the condominium. (Repealed 02-04-1997).~~
2. If not insured in an adequate amount, proceed with such repairs or reconstruction assessing the excess as Common Expense against the Unit Owners payable in accordance with the By-laws of the Association, unless by vote of sixty-five percent (65%) of the Unit Owners it is agreed to remove the property from the provisions of the Wisconsin Condominium Ownership Act, partition and sell it, in which event the insurance and sale proceeds will be distributed in relation to the several Unit Owners percentage interests in the Common Element as established in this Declaration, subject to the rights and priorities of mortgagees and other lien holders.

K. Insurance

1. For insurance purposes irregardless of the definition of a Unit). ~~The Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on the entire Condominium. This is to include fire and extended coverage and all other types of coverage commonly maintained on such projects. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the Mortgagees of Units, or their successors and assigns, as their interests may appear.~~
2. ~~The Association shall maintain comprehensive public liability insurance with limits not less than \$1,000,000 per occurrence for personal injury or property damage on the Common Elements. This is to contain a "severability of interest" clause permitting recovery by Unit Owners for injury or damage insured against. (Changes 11-04-1984,~~



3. The Association shall maintain fidelity coverage against dishonest acts by any person, paid or volunteer, responsible for handling the funds belonging to or administered by the Association. The Association is to be named insured and protection is to be not less than one and one half times the Association's annual operating expenses and reserves.
4. All insurance is maintained as a Common Expense. The Association acts as trustee for the purpose of obtaining insurance coverage and the receipt, application and disbursement of proceeds from it.
5. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it.

L.

- Changes in Units:
1. A Unit Owner may make improvements and alterations within that owner's Unit. Any such improvement or alteration which changes the floor plan or room dimensions of the Unit must be evidenced by the recording of a modification to the Rock Lake Estates Condominium Plat before it is accomplished. A modification requires only the procedures required by law for this purpose.
  2. The boundaries of adjoining Units may be reallocated by written agreement of the owners of the Units involved subject to Amendment of the Declaration and Condominium Plat. This agreement must adequately describe the Units, the proposed relocation of the boundaries and reallocate the percentage interests appertaining to the Units involved.
  3. Any such changes in a Unit must be accomplished in accordance with applicable laws, regulations and ordinances. All expenses involved in such changes, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved in the changes. No such change may alter the exterior appearance of the Unit or the Condominium, impair the structural integrity or operation of the mechanical systems or services of the Condominium, unreasonably interfere with the use and enjoyment of other units or the Common Elements, reduce the value of the other Units or the Common Elements, or impair or restrict any easement or other right in and to the property.



M. **Remedies:** The Association has all remedies available to it by law for the enforcement of the duties and obligations of unit owners, which may be exercised separately or in conjunction with one another. To the extent no damages can be accurately determined for the violation of these duties and obligations liquidated damages of \$100 may be assessed for each violation.

N. **Certificates:** All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against a Unit or the then current status of documents related to the Condominium, shall be signed on behalf of the Association by its secretary or assistant secretary.

O. **Condominium Act:** The provisions of Chapter 703, Wisconsin Statutes (1997), are incorporated by reference into this Declaration.

P. **Reserved Rights,**

**Turnover:**

~~1. Until a date thirty (30) days after conveyance of fifteen (15) of Phase I Units to purchasers Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association subject to the provisions of the law. Until all Units have been sold to purchasers Declarant reserves the right to continue development work in accordance with the plans for the Condominium, conduct promotional and sales activities using unsold Units and the Common Elements, and do all other acts it deems necessary in connection with the development and sale of Units in the Condominium so long as these do not violate the rights of Unit Owners or their mortgagees or equivalent security holders or unreasonably interfere with the use and enjoyment of the Units and Common Elements. Declarant may make technical and corrective amendments to this Declaration and the Condominium Plat without consent of the Unit Owners or holders of security interests in the Units of the Condominium. No amendment to the Declaration affecting the status and rights of Declarant may be adopted without the written consent of Declarant. (#1 Repealed 02/04/1997)~~

2. A purchaser may purchase only one Unit for the purpose of renting that Unit.

3. The Association shall have the right of first refusal with respect to the resale of any Unit. The manner in which said right shall be exercised shall be detailed in the By-laws of said Condominium.

Q. Amendments:

Except as otherwise provided herein, this Declaration or the Condominium Plat may only be amended by written consent of seventy-five percent (75%) of the Unit Owners and a similar percentage of mortgagees of Units, provided no such amendment may substantially impair the security of any mortgagee of a Unit. No amendment to this Declaration or the Condominium Plat is effective until an instrument containing the amendment and stating that the required consents or vote was obtained, signed on behalf of the Association by its president and secretary and duly acknowledged or authenticated is recorded in the office of the Register of Deeds for Jefferson County, Wisconsin. 5-18-83

R. Pier Plan  
01/25/1984

Executed at Jefferson, Wisconsin, this 21st day of March, 1983.

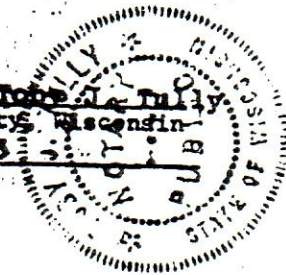
By DeLoris E. McLay

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF JEFFERSON )

Personally came before me this 21st day of March, 1983, DeLoris McLay, sole owner of Rock Lake Estates, to me known to be such person who executed the foregoing instrument and acknowledged that she executed the same.

Notary Public,  
My commission:

Jefferson County, Wisconsin  
September 29, 1985



This instrument was drafted by  
Attorney John A. Stocking

STATE OF WISCONSIN }  
Jefferson County }

ss. 788236

Received for record this 25th day  
of March A. D., 19 83 at 3:50  
o'clock P. M. and recorded Vol.  
629 of Records, page 511.  
James H. Hest Register  
Deputy