0576903

Document Number

DECLARATION OF CONDOMINIUM FOR ALEXANDRA 5, A CONDOMINIUM

Title of Document

RECORDED ON

2003 SEP 24 AM 9 14

CONNIE J. WOOLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI

Record this document with the Register of Deeds

Name and Return Address:
Timothy D. Boyle
Attorney at Law
P.O. Box 758
Burlington, WI 53105 37.00

(Parcel Identification Number)

134

INFO-PRO (800)655-2021 www.infoproforms.com

DECLARATION OF CONDOMINIUM FOR ALEXANDRA NO. 5, A CONDOMINIUM

Table of Contents

		Page
1.	Description of Land	1
2.	Definitions	1
3.	Description of Improvements	2
4.	Description of Units	2
5.	Description of Common Elements	3
6.	Description of the Limited Common Elements	4
7.	Unit Value: Common Elements Ownership and Voting	4
8.	Use of Units	4
9.	Service of Process	5
10.	Damage or Destruction	5
11.	Further Matters	5
12.	Amendment of Declaration	6
13.	Additional Rights of Lenders	7

DECLARATION OF CONDOMINIUM

FOR

ALEXANDRA NO. 5, A CONDOMINIUM

Dan Finke Construction, Inc., ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Alexandra No. 5, a condominium ("Condominium"). The Condominium's address shall be 619, 620, 621, 622, 635, 637, 641, 642, 645, 646, and 651, Alex Drive, and 800, 802, 804, and 806, Dylan Drive, Elkhorn, WI 53121.

1. Description of Land

The land which is the subject of the Declaration and upon which the buildings and improvements are and will be located is in the City of Elkhorn, Walworth County, Wisconsin, and is more particularly described in Exhibit B attached to this Declaration.

2. Definitions

Unless otherwise specifically stated, the following terms as used in the Declaration shall be defined as follows:

A. "Association" shall mean the Alexandra No. 5 Condominium, Inc., a corporation formed under Chapter 181, Wisconsin Statutes, its successors and assigns.

B. "Common Elements" shall generally refer to all common areas and facilities contained within the condominium, but excluding the Units.

C. "Declarant" shall mean Dan Finke Construction, Inc., a company organized under Chapter 180, Wisconsin Statutes, its successors and assigns.

D. " Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of any Unit owner.

E. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.

F. "Owner" shall mean the owner of record, whether one or more natural person or entities, of any unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security.

G. "Unit" shall mean a part of the condominium consisting of one or more cubicles of air on one or more levels of space in a building including all facilities and improvements and bounded as set forth in the Declaration.

3. Description of Improvements

The Declarant intends to construct or has constructed improvements on the real estate which is the subject of this Declaration as follows.

A. Eight buildings, seven (7) containing two units and one (1) containing a single unit, all with attached garages, are in the process of construction or are constructed as shown on the plat of survey attached to this Declaration as Exhibit A.

B. The buildings shall all be a similar **Ranch** type with space on a single floor of the building. The units shall consist of a total of approximately 2088 square feet of living space which includes two or three bedrooms, two bathrooms and an attached two car garage. The physical boundaries of each unit are as described in Section 4 of this Declaration. Each building will be constructed slab on grade, principally of concrete block foundations and concrete footings, wood frame, brick exteriors and wood and concrete floors. The roofs are asphalt shingle. Each unit is connected to the municipal water and sewer system with a central air conditioning system. All utilities for each unit will be separately metered, including water and sewer service.

4. Description of Units

A. The Condominium shall consist of eight (8) buildings which include a total of fifteen (15) residential units and garage spaces attached to such units. Each unit has a number and shall include the garage space which is attached to such unit. The approximate area, location, common walls and immediate common area to which each unit has access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the units are on file at the office of the Declarant, 5900 Christine Court, Burlington, WI 53105. Declarant has right to modify units as set forth herein.

B. The boundaries of each unit and attached garage shall consist of that part of the cubic area of the each building enclosed as follows:

(1) Horizontal Boundaries

(a) The upper boundaries of the unit shall be the plane of the undecorated finished ceiling and extended to an intersection with the vertical boundaries.

(b) The lower boundaries of the unit shall be the plane of the undecorated finished floor extended to an intersection with the vertical boundaries.

(2) Vertical Boundaries

(a) The vertical boundaries of the unit shall be the plane of the undecorated finished interior of the perimeter walls and extending to intersections with each other and with the upper and lower boundaries.

C. Each unit shall include the inner surfaces of the finished walls, ceilings and floors. Windows, moldings, window frames, interior doors, courtesy lights, shall be included as a part of a Unit.

D. The structural portions of each building and the exterior surface of the garage doors shall be common elements except as stated in Section 4(C) of this Declaration. All components of the heating and air conditioning systems, including exterior condensers, the water heater, and the smoke detectors in each unit, shall be considered part of the unit and repaired and maintained by and at the expense of the owner of the unit served by such systems and equipment.

E. If any portion of the common or limited common elements shall encroach upon any unit or upon a portion of the common of limited common elements as a result of the construction, reconstruction or repair of the building, of as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be the boundaries of the unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in the Declaration or shown on the condominium plat and the existing physical boundaries of any such unit or common element.

5. Description of Common Elements

The common elements shall include, but not be limited to the following:

A. Land within the Condominium;

B. Structural components of the buildings, including walls, ceilings and floors other than those components which are specifically included in each unit;

C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each unit:

D. Walks, Driveways, parking areas, fences and site signage;

E. All components of the water and/or electrical systems serving the common areas;

F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use.

6. Description of the Limited Common Elements

The following common elements are permanently assigned to and limited to the use of units as follows ("limited common elements"):

A. The patios which are behind each unit as indicated on the drawings attached to this Declaration as exhibits;

B. The concrete in front of the attached garage for each unit as indicated on the survey attached to this Declaration as an exhibit.

7. Unit Value: Common Elements Ownership and Voting

Each unit and its owner shall have a 1/15 undivided interest in common with all other units and unit owners in the common and limited common elements. Each unit and unit owner shall have one vote in matters relating to the Association. The Declarant recognizes that there may be variances in the units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. Use of Units

A. All units are intended for and shall be restricted to use by the owner, the owner's family, lessees and invitees and frequenters, for residential purposes only. The buildings containing the units are intended for and restricted to use for residential purposes only.

B. The garage spaces which are included within the units are intended for and shall be restricted to the use by the owner, the owner's family, lessees, invitees and

frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the rules and regulations and Bylaws of the Association ("Bylaws").

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to unit use reserved to Declarant in Section 11(B) of this Declaration.

9. Service of Process

The resident agent for the condominium shall be Dan Finke Construction, Inc. Service of process shall be made upon the Declarant at 5900 Christine Court, Burlington, WI 53105, as to matters provided for in the Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

10. Damage or Destruction

In the event the Condominium is destroyed or damaged in an amount in excess of $10,000.00 and insurance proceeds together with an amount not exceeding $10,000.00 are insufficient to compete repair and construction, action by the Association by a vote of a majority of unit owners, as defined in the Bylaws, taken within 90 days after the damage or destruction shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding $10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

11. Further Matters

A. All present and future owners of units, tenants of those owners and any other occupants of units, employees of owners, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation ("Articles") and Bylaws and rules and regulations adopted pursuant to those instruments, as those instruments may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any part of any unit shall constitute an acceptance by the owner, tenant or occupant of the provisions of those instruments, as they may be amended from time to time. The provisions contained in the instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in the unit, as though the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be

by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. The Declarant reserves the right for a period of ten years from the date of the Declaration to cause on or more of the unit or garage space within any unit it owns to be maintained as a model unit and office and to display any models and common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model unit and office.

C. Rules and regulations (in addition to the Bylaws) concerning the use of the units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors. Copies of these rules and regulations shall be furnished by the Board of Directors to each unit owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the City of Elkhorn, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes; for sewer, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes of conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

12. Amendment of Declaration

A. This Declaration may be amended with the written consent of at least seventy five percent (75%) of the unit owners. A unit owner's written consent is not effective unless it is approved by the mortgagee or land contract vendor of the unit, if any.

B. This Declaration may also be amended by Declarant to interchange the types, style, location and size of units and /or buildings containing unit prior to the construction of any such unit or building. The unit owner, by acceptance of a condominium deed, or other conveyance of a unit, consent to the interchange of types, style, location and size of unit and/or buildings containing units as provided in this Section 12(B) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

C. Declarant owns certain land identified in Exhibit A attached to this Declaration to be used for potential development of Alexandra No. 6 and Alexandra No. 7. Declarant plans to construct buildings thereon, including units which are substantially similar to those included in this Declaration, but Declarant reserves the right to change the design, location and number of buildings and units to be constructed. Declarant presently does not intend to include said property and buildings in the Alexandra No. 5 Condominium so as to alter the unit owner's percentage of ownership in the common and limited common elements described herein. However, Declarant reserves the right for a period of ten (10) years to amend this Declaration to add to the condominium all or any part of the additional property, including any buildings and units constructed thereon. The Declarant may amend this Declaration to change or alter the percentage of ownership in the common and limited common elements in the event of any such addition. Further, as a result of any such addition, each unit owner shall have an undivided interest in common with all other units and unit owners in the common and limited common elements equal to the number one (1) divided by the total number of units after completion of the construction of additional buildings added to the condominium. The unit owners, by acceptance of a condominium deed to a unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions of this Section.

13. Additional Rights of Lenders

A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place of service notice of the following matters:

(1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;

(2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with of violation of any of the provisions of the Declaration, the Articles or the Bylaws and rules and regulations, at the time of notice to any unit owner; and,

(3) The Board of Directors shall notify the lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $2,500.00 when such damage is known to the Board of Director and shall notify all lender if common elements of the Condominium are damaged in an amount exceeding $10,000.00 or if common elements become the subject of condemnation of eminent domain proceedings.

B. Unless all affected lenders have given their prior written approval, the Association shall not;

(1) Change the undivided percentage interest in the common elements of the Condominium relating to the unit;

(2) Partition or subdivide any unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);

(3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 10 if this Declaration in case of substantial damage to or destruction of the Condominium;

(4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. A lender who comes into possession of a unit pursuant to the remedies provided in the mortgage or land contract, a foreclosure of the mortgage or land contract, or deed (or assignment) in lieu of foreclosure, shall take the unit free of any claims for unpaid assessments or charges in favor of the Association against the unit which accrued prior to the time the lender came into possession of the unit.

D. Notwithstanding Section 12 of this Declaration, this Section 13 shall not be amended unless all lenders have given their prior written approval.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 12th day of September, 2003.

DAN FINKE CONSTRUCTION, INC.,
DECLARANT

By: _____
DANIEL M. FINKE, President

Subscribed and sworn to before me
this 12th day of September, 2003

_____
Notary Public, State of Wisconsin
My commission is permanent.

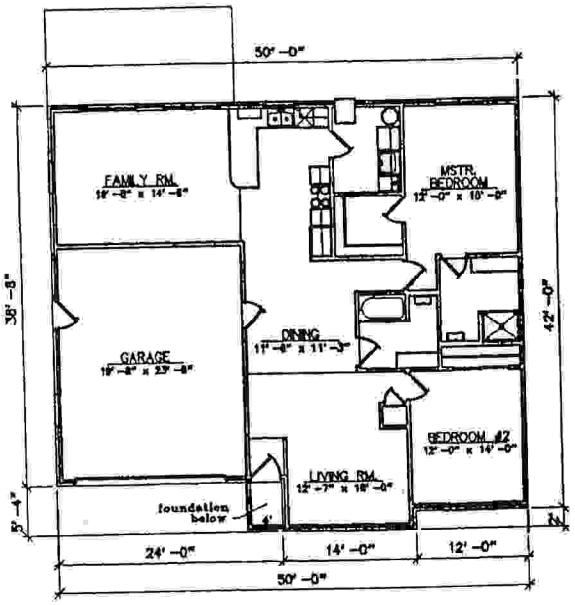
This document was drafted by:
Timothy D. Boyle, Attorney at Law
P.O. Box 758
Burlington, WI 53105

ALEXANDRA NO. 5, A CONDOMINIUM

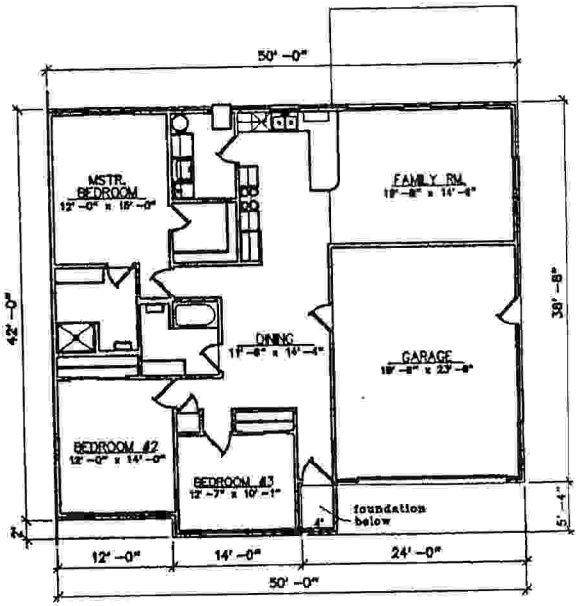
A Condominium being part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Town 3 North, Range 17 East, City of Elkhorn, Walworth County, Wisconsin.

DIAGRAMMATIC FLOOR PLANS

ORIGINAL SCALE 1" = 10 FEET



UNIT "A" PLAN
1,557 SF



UNIT "B" PLAN
1,557 SF

SURVEYOR'S CERTIFICATE

I hereby certify that this is a correct representation of the condominium described to the best of my professional knowledge and belief and that the identification and location of each unit and the common elements can be determined from the plat.

Kenneth B. Abernathy Jr.
Wis. Reg. No. S- 1394
Abernathy and Associates
W4066 Bray Rd.
Elkhorn, WI 53121
(262) 723-4260
(262) 723-7209 fax

Dated this 1st. day of August, 2003.

WISCONSIN
KENNETH B. ABERNATHY, JR.
S-1394
ELKHORN
WI
LAND SURVEYOR

NOTE:
Diagrammatic Floor plans were provided by the Declarant. Plans have been photographically duplicated and reduced for the Condominium Declaration.

EXHIBIT " A " Sheet 2 of 3 Sheets

Proj. No. 03.209

ALEXANDRA NO. 5, A CONDOMINIUM

A Condominium being part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Town 3 North, Range 17 East, City of Elkhorn, Walworth County, Wisconsin.

COMPOSITE SKETCH OF ALEXANDRA NO. 5, NO. 6 AND NO. 7

THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY
REFER TO INDIVIDUAL EXHIBITS FOR SPECIFIC DETAILS

Center of Section 30-3-17
N = 255,594.79
E = 2,394,544.72

SURVEYOR'S CERTIFICATE:

I hereby certify that this is a correct representation of the condominium described to the best of my professional knowledge and belief and that the identification and location of each unit and the common elements can be determined from the plat.

Kenneth B. Abernathy Jr.
Wis. Reg. No. S- 1594
Abernathy and Associates
W4056 Bray Rd.
Elkhorn, WI. 53121
(262) 723-4280
(262) 723-7209 fax

Dated this 1st day of August, 2003

WISCONSIN
KENNETH B. ABERNATHY, JR.
S-1594
ELKHORN
WI
LAND SURVEYOR

Scale 1" = 100 feet

100 75 50 25 0 100 200 300

Scale 1" = 100'

Legend

- Found County Section Corner Concrete Mon. with Brass Cap
- Found iron pipe 2" dia.
- Set 1 1/2" dia. iron rod, 30" long weighing 5.31 lbs./ lin. ft.
- Found 1 1/2" dia. iron rod
- Found 3/4" dia. iron rod
- (xx) Recorded Dimension

OUTLOT 1
80,511 sq. ft.
Dedicated to the Public

ALEXANDRA NO. 5
ALEXANDRA NO. 6
ALEXANDRA NO. 7
ALEX DRIVE
EVAN LANE
MARKET STREET
NO DIRECT ACCESS
U.S. Highway "12"

South 1/4 Corner Section 30-3-17
N = 252,950.33
E = 2,394,562.37

N 88°47' 34" E 2652.99'

ALEXANDRA NO. 5, A CONDOMINIUM

Southeast Corner Section 30-3-17
N = 253,006.22
E = 2,397,314.77

EXHIBIT "A" SHEET 3 OF 3 SHEETS
Proj. No. 03.209

ALEXANDRA NO. 5, A CONDOMINIUM

A Condominium being part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Town 3 North, Range 17 East, City of Elkhorn, Walworth County, Wisconsin.

LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map No. 3552 as recorded in Vol. 21 as Pages 35–37 as Document No. 0555753, being part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Town 3 North, Range 17 East, City of Elkhorn, Walworth County, Wisconsin, described as follows: Begin at the South 1/4 Corner of said Section 30, thence N 02°32'51"W along the West line of the Southeast 1/4 of said Section 30, 266.68 feet; thence N 87°27'09"E 109.49 feet; thence S 02°32'51"E 63.50 feet; thence N 87°27'09"E 147.95 feet; S 02°32'51"E 50.00 feet; thence N 87°29'E 61.61 feet; N 59°33'E 246.65 feet to a point in the westerly line of Market Street; thence S 25°52'46"E along said road line 309.30 feet to a point in the South line of said Section 30; thence S 88°47'34"W along said section line 659.71 feet to the point of beginning.

EXHIBIT B