The Reserve
at Olde Highlander

INDEX

The Disclosure Materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. EXECUTIVE SUMMARY. The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium.

2. DECLARATION. The Declaration establishes and describes the condominium, the Units and the Common Elements.

3. BYLAWS. The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of the Unit owners.

4. ARTICLES OF INCORPORATION. The operation of the condominium is governed by the Association, of which each Unit owner is a member. Powers, duties, and operation of the Association are specified in its Articles of Incorporation.

5. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services may be provided to the condominium through contracts with individuals or private firms.

6. 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.

7. LEASES. There are no leases of property or facilities which are not part of the Condominium.

8. EXPANSION PLANS. 58 units can be recorded for future expansion.

9. FLOOR PLAN AND MAP. The Seller has provided a floor plan 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 area which are a part of the condominium.

10. RULES AND REGULATIONS. There are certain Rules and Regulations which govern the condominium.

EXECUTIVE SUMMARY

Condominium Name: The Reserve at Olde Highlander Condominiums

This Executive Summary was prepared or revised on April 16, 2024 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 📖 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name The Reserve at Olde Highlander Condominium
- Association address N27 W24025 Paul Ct. Ste 100 Pewaukee, WI 53072
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☐ By a management agent or company
  - ☒ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Bryan Lindgren 262-542-9200
- Address, phone number, and other contact information for the contact person N27 W24025 Paul Ct. Ste 100 Pewaukee, WI 53072

📖 For condominium document references regarding association governance and a condominium contact person, see By-Laws Article VI

2. Parking

- Number of parking spaces assigned to each Unit: 2 Number Outside _____ Inside 2
  - ☐ Common Element ☐ Limited Common Element ☒ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $_____ per _____ Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents: ☒ No ☐ Yes -- Where? _____
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors Guests may park in the unit owner's driveway with permission of unit owner. Street parking is also available.
- Describe any other parking restrictions Parking is for private passenger automobiles, pickup trucks, motorcycles, and bicycles only. No overnight street parking.

📖 For condominium document references to parking, see Rules and Regulations Section XIII

3. Pets

- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: Limit of (2) pets per household. No size or weight limit.

Harbor Homes Inc., N27W24025 Paul Ct Ste 200 Pewaukee WI 53072 Phone: 4142190740 Fax: OH Condos
Paige Sederberg
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- Pet rules and restrictions: **Limit of (2) pets. Two dogs, one dog and one cat, or two cats. No dangerous breed of dogs which are 1/2 or more Staffordshire Terrier, Pit Bull, Rottweiler or Chow.**

📖 For condominium document references regarding pet rules, see **Rules and Regulations Section XII**

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: **Unit may be leased for a term of not less than six (6) months. Unit owner must provide a rental agreement to the Association along with proof of rental insurance.**

📖 For condominium document references regarding unit rentals, see **Rules and Regulations Section IV**

5. Special Condominium Amenities or Features

N/A

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost: _____

📖 For condominium document references regarding special amenities, see **Amenities are common elements as described in the Declaration Section 7**

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: **Unit owner must keep unit in good order, condition, and repair and in a clean and sanitary condition, exterior of unit, exterior air conditioner, windows, decks, doors and patio**

📖 For condominium document references regarding unit maintenance and repair responsibilities, see **Declaration Section 12**

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: **The Association, see Declaration Section 12**
- Repair and replacement of the common elements is paid for by:
  - ☒ Unit Owner assessments
  - ☐ Reserve funds
  - ☐ Both
  - ☒ Other (*specify*): **See Declaration Section 12**
- Person(s) responsible for limited common element maintenance, repair and replacement: **The Unit Owner, see Declaration Section 12**
- Repair and replacement of the limited common elements is paid for by:
  - ☒ Unit Owner assessments
  - ☐ Reserve funds
  - ☐ Both
  - ☒ Other (*specify*): **See Declaration Section 12**

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see **See Declaration Section 12.2**

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
- Does the association have a Statutory Reserve Account*? ☒ No ☐ Yes

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Total condominium reserve funds balance is $ _____

Note: This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see **By-Laws Section 6.4 and Budget**

*__Note:__ A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
  - ☐ Not applicable (no developer-owned units or declarant control has ended)
  - ☒ No
  - ☐ Yes -- describe in what way: _____
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: **Declarant pays fees until receipt of occupancy permit for the unit. Declarant is liable for deficiencies in the actual common expense.**

📖 For condominium document references to condominium fees during the declarant control period, see **Declaration Section 15.9 and Bylaws Article VI**

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
  ☐ No ☒ Yes -- number of additional units that may be added through the expansion: **58** units
- Expansion period ends: **When the last unit is conveyed to the new owner**
- Condominium management during the expansion period is by: **the Declarant**

📖 For condominium document references regarding condominium expansion plans, see **Declaration Section 6 Expansion of Condominium**

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements ☒ No ☐ Yes
- Describe the rules, restrictions and procedures for altering a unit: **Unit owner must obtain written consent of the Board of Directors to make alterations**
- Describe the rules, restrictions and procedures for enclosing limited common elements: **Unit owner must obtain written consent of the Board of Directors to make alterations**

📖 For condominium document references to unit alterations and limited common element enclosures, see **Declaration Section 12.3 - Prohibition Against Structural Changes by Owner.**

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

📖 For condominium document references to any first right of purchase held by the condominium association, see **Declaration Section 20.1**

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☐ No ☒ Yes -- amount charged: $ **500- Initial Working Capital ($250 Master/$250 Reserve)**

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For condominium document references to fees charged in connection with a unit ownership transfer, see **Declaration Section 15.6**

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: [X] No [ ] Yes -- amount charged: $ _____

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see **N/A**

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: [X] No [ ] Yes-- amount charged: $ _____

For condominium document references regarding fees charged for providing the condominium disclosure materials, see **N/A**

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see **Declaration Section 24.6**

This Executive Summary was prepared on the date stated on page one by **Bryan Lindgren, Registered Agent for Declarant** (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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Document Number	Document Title
	DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

4776548

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 26, 2024 09:38 AM
James R Behrend
Register of Deeds

39 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLD HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

Tax Key No.
OCOC0609994013

The Reserve at Olde Highlander

CONDOMINIUM DECLARATION FOR
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM
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CONDOMINIUM DECLARATION
FOR
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

THIS DECLARATION is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by Olde Highlander LLC, a Wisconsin limited liability company, (hereinafter "Declarant").

1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon all easements, rights, and appurtenances thereto (hereinafter referred to as "The Property") hereby submits and subjects said Property to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. Furthermore, this declaration shall subject the Condominium to participation in the Olde Highlander Master Association, Inc.; and all provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and all parties hereafter having any interest in the Property.

2. NAME.

The name of the condominium created by this Declaration ("Condominium") shall be **THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM**.

3. LEGAL DESCRIPTION.

The real property comprising the Property (the "Land") which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on **EXHIBIT A** attached hereto and incorporated herein.

4. DEFINITIONS.

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

(a) "**ASSESSMENTS**" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses and other charges.

(b) "**ASSOCIATION**" shall mean and refer to **THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM ASSOCIATION, INC.** a corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats, its successors and assigns.

(c) "**BUILDING**" shall mean any freestanding structure constructed or to be constructed upon the Property containing Units.

(d) "**BY-LAWS**" means the by-laws of the Association.

(e) "**COMMON ELEMENTS**" shall mean all portions of the Condominium other than Units.

(f) "**DECLARANT**" shall mean and refer to Olde Highlander, LLC and its successors and assigns.

(g) "**EXPANSION REAL ESTATE**" means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on **EXHIBIT B**, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration of Condominium in accordance with the provisions of this Declaration and the Act.

(h) "**LIMITED COMMON ELEMENTS**" shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(i) "**MAJORITY**" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(j) "**MORTGAGE**" shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.

(k) "**MORTGAGEE**" shall mean the holder of any Mortgage or any land contract vendor.

(l) "**OWNER**" shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee, but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(m) "**PERCENTAGE INTEREST**" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below.

(n) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

(o) **"PLAT"** shall mean the condominium plat of the condominium a copy of which is attached hereto as **EXHIBIT C**, being recorded pursuant to the Act contemporaneously with this Declaration, as the same may be amended from time to time.

(p) "**RULES AND REGULATIONS**" means the Rules and Regulations of the Association, and as amended from time to time.

(q) **"UNIT"** shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.

(r) **"UNIT NUMBER"** shall mean the number identifying a Unit.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 BUILDINGS. The approximate locations and dimensions of the twenty-nine (29) Buildings including a shared amenity area initially constructed or to be constructed by Declarant are shown on the Condominium Plat. The buildings are, or will be, constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant's sole discretion.

5.2 UNIT IDENTIFICATION. Initially, the Condominium shall initially consist of Six (6) Units located in three (3) one-story building. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage, or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached **EXHIBIT D**.

5.3 UNIT BOUNDARIES. The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

Each Unit shall also include all of the following: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors,; any and all attic space and basement space accessible exclusively from one Unit; all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively serving one Unit (even though such items may lie partially in and partially out of the designated boundaries of a Unit); finished surfaces, including, all plaster drywall,

wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating; and, the attached garage for the Unit.

5.4 **DECLARANT'S RIGHT TO CHANGE PLANS.** Declarant reserves the right to change, without the approval of the Unit Owners or the Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements. Buildings in the Expansion Real Estate may contain up to 2 Units each.

6. EXPANSION OF CONDOMINIUM

6.1 Option to Expand. The Declarant, its successors, and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium and no Unit Owner or other person shall have the right to require the same. The option to expand is subject to the following:

(a) the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as depicted on the Condominium Plat and described in **Exhibit C**.

(b) the maximum number of Units in the Condominium as expanded will not exceed 58.

(c) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Condominium Plat which shall describe the portion of the Expansion Real Estate to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the percentage interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.

(d) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Real Estate, including without limitation the Common Elements, Limited Common Elements, building size, number of Units in a building (up to 2 Units per building) and the Units; provided, however, the improvements to the Expansion Real Estate shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Real Estate

added to the Condominium shall be subject to the same use restrictions contained herein.

(e) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the then existing needs of the Condominium.

(g) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration

6.2. **Consent**. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to:

(a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and

(b) acknowledge that the Expansion Real Estate or parts thereof may be developed for uses other than as part of the Condominium.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The Common Elements shall consist of all of the Condominium, including improvements and appurtenances thereto, except the Units and fixtures therein, and shall include, without limitation, the private roadway including curbs, watermain and laterals, sanitary sewer mains and laterals, land; Building exteriors, including garage exteriors; perimeter and bearing walls; any privacy screening that benefits multiple units equally; surface parking; Building roofs and trusses; foundations; common pipes, ducts, wiring conduits, pumps and other apparatus relating to common utility services; public utility lines (except those owned by the applicable utility); Building beams and supports; or any other amenities added by the Declarant or the Association; the private storm sewer and drainage system, if any, including, but not limited to all structures, mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and stormwater detention ponds; common parking areas, private streets, common sidewalks and landscaping comprising the Condominium.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common

Elements not appurtenant to their Unit, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use, occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, his family members, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, By-Laws and the Rules and Regulations.

7.3 Easements.

(a) Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

(b) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(i) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(ii) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(iii) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

(c) Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a

Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and the By-Laws and Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether or not the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

8. LIMITED COMMON ELEMENTS.

8.1 Description. Certain Common Elements shall be reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated as Limited Common Elements in this Declaration and/or on the Condominium Plat, and also including but not necessarily limited to: all landings, access steps, porch, patio, sidewalks, privacy fencing, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. In addition to the foregoing, the Association may, through the By-laws and/or the Rules and Regulations, establish (and delete, if so established) Limited Common Element planting areas for Units. The exclusive use of Limited Common Elements shall be reserved to the Owner or occupant for the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests, and invitees

8.2 Patios, Decks and Privacy Fencing. As set forth above, all areas used for porches, patios, decks, and privacy fencing are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant, or it's assigns, has the express right to construct patios, decks, and privacy fencing, and all such patios, decks, privacy fencing and/or porches constructed by the Declarant as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. Unit Owner may be provided with the opportunity to construct or expand the patio and/or deck at a later date, subject to approval by the Association as provided for elsewhere in this Declaration, By-laws or Rules and Regulations. The Unit Owner shall be solely responsible for all costs of replacing, maintaining, and repairing all patios, privacy fencing, decks, and Limited Common Element planting areas appurtenant to such Unit. The Unit Owner shall maintain same in a first-class condition at all times, and in accordance with any requirements set forth in the By-laws and/or Rules and Regulations.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-laws, and Rules and Regulations, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape, or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the Rules and Regulations. No major or structural changes or alternations, and no changes affecting the visual look of the exterior of a Unit or any common or Limited Common Element, shall be made by any Unit Owner to any Unit or to any of the Common or Limited Common Elements, without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By-laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements (other than Limited Common Elements not appurtenant to the Unit Owner's Unit) for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The Percentage Interest in Common Elements shall be determined by dividing one (1) by the number of Units then included in the Condominium, except as modified by merger or separation of units per section 21 of this Declaration. Initially the percentage interest shall be One (1) divided by Six (6).

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as The Reserve at Olde Highlander Condominium Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association, except as modified by merger or separation of units per section 21 of this Declaration, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration (including section 15.13 hereof) and/or otherwise allowed by law. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not

resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications, prohibitions, and obligations of the members relative to voting may be further set forth in the Articles of Incorporation and/or the By-Laws of the Association.

10.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving it right to control at an earlier date. Each owner of a condominium Unit in the Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors"). The rules governing the Board of Directors shall be established and governed by the By-Laws of the Association.

10.5 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association to under such contracts shall be chargeable to the Owners as a Common Expense.

11. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and/or Rules and Regulations. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the Condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements (including but not limited to the Clubhouse) as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The Association may not charge rent or bill the Declarant while the Declarant exercises its rights to use any portion of the Common Elements. The use of Units and Common Elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of no less than six months (6) months. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names, telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws, and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than six (6) months; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association or, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

(d) Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles, and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at

reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time. In no case may a vehicle be parked outside of a garage and not moved for more than three (3) consecutive days.

(e) Pets are permitted, subject to conditions, restrictions and prohibitions as may be set forth in the By-laws and/or the Rules and Regulations.

(f) Exterior antennae may not be placed on any building. Satellite dishes may be placed on the Buildings or the Limited Common Element appurtenant to an Owner's Unit, but only with prior approval of the Association, which approval shall not be unreasonably withheld, conditioned, or delayed.

(g) A Unit Owner's may not plant any flowers, vegetables, trees, shrubbery, or other plants in any Common Element unless specific written approval is provided by the Association. Such approval may be granted or denied at the sole discretion of the Association. If planting approval is granted, the Association shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion, at unit owner expense. Approval, if granted, may include restrictions.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including those items set forth in Section 5.3 and all of the equipment, fixtures and appurtenances, located on or upon the Unit and the following Limited Common Elements over which the Unit Owner has exclusive use: any patio, deck, porch, concrete stoop, concrete walkway connecting a porch to the driveway, Limited Common Element planting area, which is reserved for the exclusive use of the unit, in good order, condition and repair (and, if necessary, replacement) and in a clean and sanitary condition all as may be more fully set forth in the By-Laws and/or Rules and Regulations of the Association along with Board of Directors' approval. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, Limited Common Element planting areas, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, all communication systems, water, sewer, and gas main and laterals and other utility lines, distribution systems and other fixtures and equipment and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. In addition, each Unit is responsible for installing and maintaining photo electric lights that operate from dusk to dawn on the front elevation of the Unit to illuminate the front entrance. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 12.1. If a Unit Owner fails to discharge

his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements, including any Limited Common Elements serving more than one Unit, and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the Buildings, including, the exterior walls and roofs, parking, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, sidewalks, drives, snow and ice removal from paved roadways, sidewalks, pedestrian walk, driveways and parking areas of the Property, lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming and such actions as may be necessary to maintain the Common Elements in compliance with all applicable laws, codes and ordinances. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.4 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of their Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within their Unit.

12.5 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, patios, porches, decks, etc.) which affect the exterior appearance of Units in the Condominium, and to charge the expenses for same as a Common Expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

12.6 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of Common Elements and/or

Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly maintain same shall be the responsibility of the Unit Owner. The delegation of maintenance responsibilities shall be as authorized in the Bylaws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

12.7 City Right to Perform Maintenance. In the event the Association does not property landscape or maintain any common element, the City of Oconomowoc may send written notice to the Association indicating that the City has determined that the common elements are not being properly landscaped and/or maintained, and further indicating that the City of Oconomowoc will perform such landscaping and/or maintenance if not properly done by the Association. The above referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the common element is not property maintained within the time granted, the City shall then have the authority to maintain such common element and shall have the right to charge the unit owners on a pro rata basis for any costs incurred as a result of the maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any unit owner within the period fixed by the City, such charges shall become a lien upon the unit owner's unit as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the unit owner's unit as provided in Section 66.0627, Wis. Stats.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association and the Unit Owner; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event 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 Interest and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE.

The Association shall obtain and maintain fire and broad form extended coverage insurance on the Buildings, General Common Elements, Units, and Limited Common Elements ("Covered Elements") in an amount. not less than the full replacement value of the of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating

values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage all personal property located therein for not less than the full replacement value thereof. Association insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors of the Association at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the Board annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of the all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.

If insurance coverage is available to combine protection for the Association and some or all of the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners may or may not be given the option to refuse participation in such combined insurance. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the unit owner's expense, from obtaining any additional insurance coverage on the Unit.

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars ($1,000,000.00) per single occurrence. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association shall also provide workman's compensation insurance when appropriate and may provide directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage, as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. The Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well the Unit itself. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, utilities, insurance, management services, landscaping, the clubhouse, and other amenity maintenance and servicing, assessments from the master association, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established, and collected from time to time in the manner provided in the By-laws. No Unit Owner may exempt them self from any Assessment by waiver of use and enjoyment of any of the Common Elements or by abandonment of their Unit.

15.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant, or user of any portion of the Property including, invitees, agents, servants, contractors, or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.3 General Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements.

15.4 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration, By-laws and/or Rules & Regulations.

15.5 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By-Laws, or the Rules and Regulations, including, among others, those pursuant to Sec. 8.2 and/or Sec. 19.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, for working capital purposes, a sum equal to five hundred dollars ($500.00), to be allocated for such purposes as the Association may determine in its discretion, except those two hundred and fifty dollars ($250) shall be submitted directly to the Master Association. As long as Declarant is in control of the Association, Declarant shall not use any of said working capital funds to defray Declarant's expenses or construction costs.

15.7 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to Assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of said Unit by the Declarant. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

15.9 Declarant's Obligation for Common Expenses During Period of Declarant Control. Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 above and under Sec. 703.15 (2)(c), Wis. Stats., no General Assessments shall be assessed against any Unit owned by Declarant for any time period prior to the first day of the first month following the commencement of actual occupancy of the Unit for residential purposes. During the period of Declarant Control, however, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget. The Declarant is liable for the balance of the actual common expenses.

15.10 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A Lien for all sums unpaid on a first Mortgage, or on any Mortgage to the Declarant, duly recorded in the Washington County, Wisconsin, Register of Deeds Office, prior to the making of such Assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the Assessment;

(d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and

(e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit of any obligation under the this Declaration, the By-Laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.11 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the

option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to reasonable attorney's fees.

15.12 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

15.13 Prohibited Voting. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

15.14 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

15.15 Association Dues on Unbuilt Units. In the event units are created but no construction has occurred on these pads, association dues are not payable for the first twelve months after the creation of the vacant unit. In the event construction has not completed within twelve months, and to acknowledge the reduced cost burden associated with unbuilt units, special provision is made to assess the owners of these vacant pads thirty-five percent of the dues assessed on the remaining units. This special provision shall not apply to the Declarant if the Declarant instead opts to fund association shortfalls.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or 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 contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease, or other instrument affecting title to such Unit ownership without including therein both the Unit owner's interest in the Unit and the corresponding

percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements may hereafter be declared and granted through or over the Common Elements by the Association, provided, however, that as long as Declarant owns any unsold Unit, no easement shall be granted by the Association without Declarant's prior written consent. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Easement to Facilitate Sales. The Declarant reserves the right to use the Clubhouse Building or any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate, and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns.

18.4 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall

hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

18.5 Access Utility and Storm Water Easements. The Condominium Plat for The Reserve at Olde Highlander Condominium sets forth various easements, including, but not necessarily limited to, Utility, Access, Sanitary Sewer, Water Main, Storm Water Management Access, and Drainage Easement areas. All of said easement areas are for the use and benefit of the lands within The Reserve at Olde Highlander Condominium, as described on the attached **Exhibit A**, as well as all of the Expansion Lands, as described on the attached **Exhibit B**. To the extent said easement areas are within lands now or (after expansion of the Condominium) hereafter included within The Reserve at Olde Highlander Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached **Exhibit C**. To the extent that said easement areas are within the Expansion Lands, as described on the attached **Exhibit B**, or so much thereof as are not hereafter added to The Reserve at Olde Highlander Condominium by expansion of the Condominium, Declarant hereby grants to The Reserve at Olde Highlander Condominium, a permanent, perpetual and non-exclusive easement in each of said areas, for the purposes intended, for the use and benefit of the lands now or hereafter included within The Reserve at Olde Highlander Condominium. A separate document titled "The Reserve at Olde Highlander Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including but not limited to maintenance and repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

18.6. Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the Declarant, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. ARCHITECTURAL CONTROL.

19.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained (except such as are installed or approved by the Declarant in connection with the Construction) of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the

project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13 (5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required governmental approvals. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages, and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

19.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

20. MORTGAGEE RIGHTS. Mortgagees of Units shall have the rights set forth below. In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the "project documents"), the provision more favorable to a Mortgagee shall control. If any provision of this Article conflicts with any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:

20.1 Right of 1st Refusal. No right of first refusal in the condominium project documents shall adversely impact the rights of a mortgagee or its assignee to:

20.1.1 Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage;

20.1.2 Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

20.1.3 Sell or lease a Unit acquired by the mortgagee or its assignee.

20.2 Amendments to Project Documents. Amendments to the project documents of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. Amendments to

annex property and/or Units to the Condominium pursuant to Section 6 of this Declaration shall not be deemed or construed as amendments of a material adverse nature to mortgages.

20.3 Termination of Condominium. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for other reasons, must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.

20.4 Implied Approval Presumed. If otherwise allowed by law, implied approval by a mortgagee shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

20.5 Right to Notice. Any mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the Association, shall be entitled to receive timely written notice from the Association of the following matters:

20.5.1 Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

20.5.2 Any 60-day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

20.5.3 Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

20.5.4 Any proposed action that requires the consent of a specified percentage of mortgagees.

20.6 Priority of Insurance Proceeds. Neither a Unit Owner nor any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.

21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged, or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation, merger or separation. The

Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and assessments (both Annual and Special) as the total which would have been applicable to the two Units if they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units shall then have the originally allocated vote, Percentage Interest, and assessment responsibility.

22. CONDEMNATION

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation, or restoration and/or an allocation of any award as provided in the By-laws or, if not provided for in the By-laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating, and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

23. INTENTIONALLY LEFT BLANK

24. GENERAL PROVISIONS.

24.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall

in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all applicable rules, codes, regulations, and ordinances of the City of Oconomowoc, Waukesha County, the State of Wisconsin, and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-laws and Rules and Regulations and any provision of the City, County, State or federal law or regulation, the more restrictive provisions shall apply.

24.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

24.3 Termination. This Declaration may be terminated in the manner allowed by the Act as of the time of termination.

24.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

24.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to term, covenant, condition or restriction, shall not be deemed a waiver of same, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment (to the extent not subject to further restrictions as set forth in this Declaration); provided, however, that, as long as Declarant owns any unsold Unit and so long as the Condominium is subject to expansion as set forth in Section 6 above, no Amendment to this Declaration shall be effective unless consented to in writing by Declarant. No amendment shall adversely affect the rights of the City of Oconomowoc without City consent.

24.7 Registered Agent. Bryan Lindgren is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: N27 W24025 Paul Court, Pewaukee, WI 53072. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and

address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.

24.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein

24.9 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

24.10 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the said OLDE HIGHLANDER LLC, Declarant, has caused this document to be executed this 23rd day of July, 2024.

OLDE HIGHLANDER LLC,
a Limited Liability Company

By: _____
Bryan Lindgren, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 23 day of July, 2024, the above named Bryan Lindgren, Manager of OLDE HIGHLANDER LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

CINDY L. WEGNER
Notary Public
State of Wisconsin

_____
Print Name: Cindy L. Wegner
Notary Public, State of Wisconsin
My Commission expires: 8/21/26

CONSENT OF MORTGAGE HOLDER

Citizens Bank, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: July 23, 2024

Citizens Bank

By: _____

Brett A Engelking
Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 23rd day of July, 2024, the above named Brett A Engelking, Senior Vice President of Citizens Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

April Berres NOTARY PUBLIC STATE OF WISCONSIN

_____

Print Name: April Berres
Notary Public, State of Wisconsin
My Commission expires: 2-4-26

EXHIBIT "A"

OLDE HIGHLANDER CONDO PLAT

LEGAL DESCRIPTION:

All that of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on 7/26/, 2024, as Document No. 4776542 Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45, said point being the place of beginning of lands hereinafter described;

Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence South 72°20'30" East, 66.09 feet to a point; Thence South 00°33'11" West, 151.49 feet to a point; Thence North 89°30'35" West, 127.08 feet to a point; Thence North 79°05'39" West, 112.02 feet to a point; Thence North 68°40'43" West, 104.01 feet to a point; Thence North 88°03'54" West, 48.13 feet to a point; Thence South 64°50'49" West, 105.70 feet to a point on the East Right-of-Way line of "Olde Highlander Drive"; Thence Northwesterly 144.24 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears North 04°13'47" West, 144.24 feet to the point of beginning of this description.

Said Parcel contains 74,821 Square Feet (or 1.7177 Acres) of land, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF EXPANSION AREA FOR THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

EXHIBIT "B"

OLDE HIGHLANDER CONDO PLAT

LEGAL DESCRIPTION:

All that of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on 7/26/, 2024, as Document No. 4776543. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears South 04°13'47" East, 144.24 feet to the place of beginning of lands hereinafter described;

Thence North 64°50'49" East, 105.70 feet to a point; Thence South 88°03'54" East, 48.13 feet to a point; Thence South 68°40'43" East, 104.01 feet to a point; Thence South 79°05'39" East, 112.02 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to a point on the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 170.36 feet to a point; Thence South 51°59'39" West and along the Northwesterly line of Outlot 4 of said "Olde Highlander" Subdivision, 251.71 feet to a point on the Northeasterly Right-of-Way line of said "Olde Highlander Drive"; Thence North 49°02'27" West and along the said Northeasterly Right-of-Way line, 169.62 feet to a point of curvature; Thence Northwesterly 31.16 feet along the said Northeasterly Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 431.00 feet, whose central angle is 04°08'33", and whose chord bears North 51°06'43.5" West, 31.15 feet to a point; Thence North 36°50'39" East and along the Southeast line of Lot 44 of said "Olde Highlander" Subdivision, 130.02 feet to a point; Thence North 57°53'31" West and along the Northeast line of said Lot 44, 91.98 feet to a point; Thence North 64°10'07" West and along the Northeast line of Lot 43 of said "Olde Highlander" Subdivision, 92.54 feet to a point; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 92.82 feet to a point; Thence North 85°46'35" West and along the North line of Lots 39, 40 and 41 of said "Olde Highlander" Subdivision, 232.38 feet to a point; Thence North 67°21'46" West and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence South 47°42'00" West and along the Northwest line of said Lot 37, 120.59 feet to a point on the said East Right-of-Way line of said "Olde Highlander Drive"; Thence Northwesterly 118.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°54'52", and whose chord bears North 20°31'06" West, 117.27 feet to a point of tangency; Thence North 05°03'40" West and along the said East Right-of-Way line, 84.88 feet the point of beginning of this description.

Said Parcel contains 561,772 Square Feet (or 12.8965 Acres) of land, more or less.

EXHIBIT C

THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM PLAT

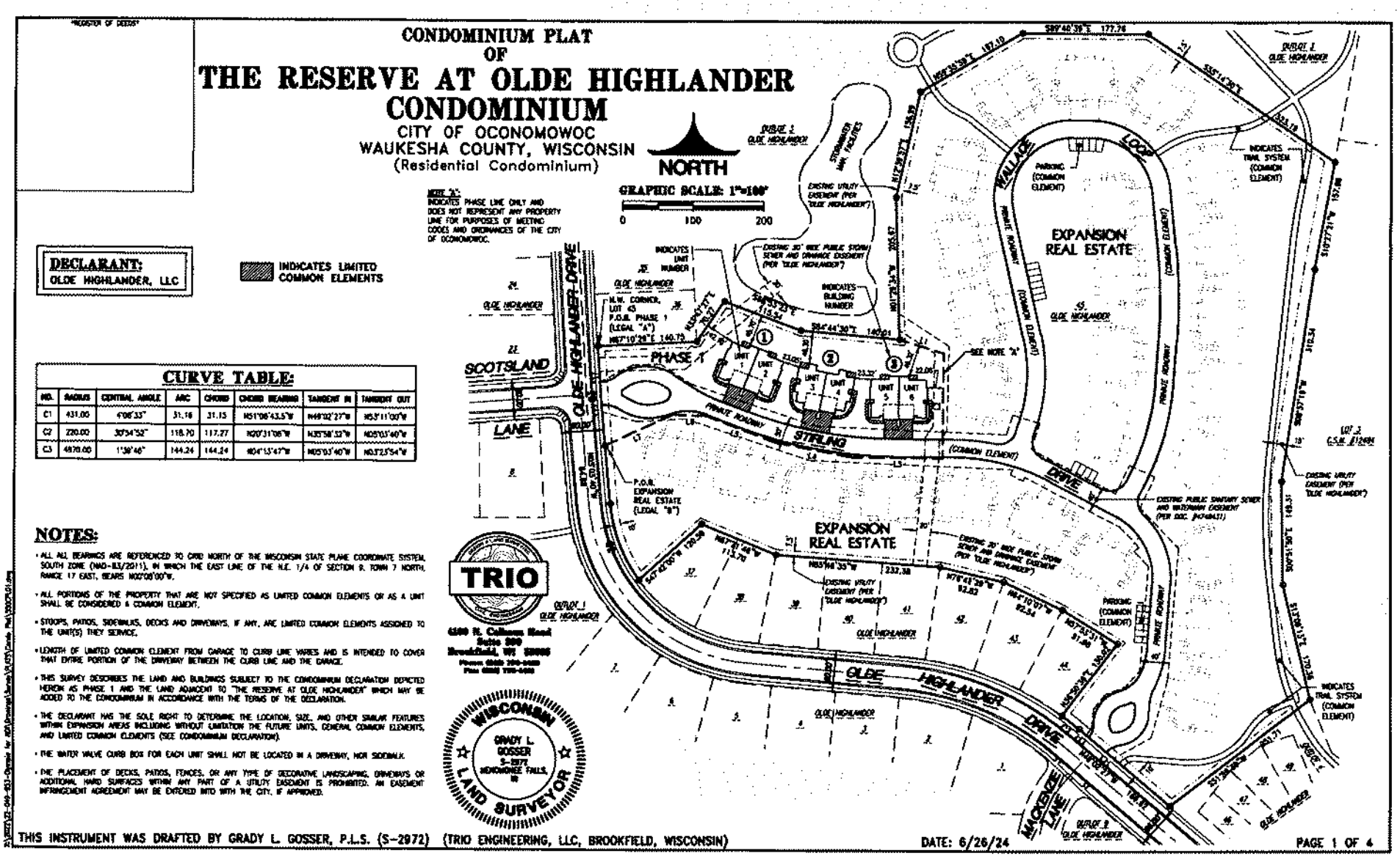
(See Attached)

Please note that the attached Condominium Plat may not be sufficiently legible due to size.

"REGISTER OF DEEDS"

CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°08'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N30°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W

NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N02°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREON AS PHASE 1 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.

TRIO
6310 N. Cathedral Road
Suite 200
Brookfield, WI 53045
Phone: (262) 784-2400
Fax: (262) 784-2405

WISCONSIN
GRADY L. GOSSER
S-2972
MONOMONEE FALLS, WI
LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 6/26/24

CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 1):

All that of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on _____, 2024, as Document No. _____. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of said Lot 45, said point being the place of beginning of lands hereinafter described;

Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 35°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 69°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence South 72°20'30" East, 66.09 feet to a point; Thence South 00°33'11" West, 151.49 feet to a point; Thence North 89°30'35" West, 127.08 feet to a point; Thence North 79°05'39" West, 112.02 feet to a point; Thence North 68°40'43" West, 104.01 feet to a point; Thence North 88°03'54" West, 48.13 feet to a point; Thence South 64°50'49" West, 105.70 feet to a point on the East Right-of-Way line of "Olde Highlander Drive"; Thence Northwesterly 144.24 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears North 04°13'47" West, 144.24 feet to the point of beginning of this description.

Said Parcel contains 74,821 Square Feet (or 1.7177 Acres) of land, more or less.

TRIO
4380 N. Calhoun Road
Suite 200
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on _____, 2024, as Document No. _____. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northwest, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears South 04°13'47" East, 144.24 feet to the place of beginning of lands hereinafter described:

Thence North 64°50'49" East, 105.70 feet to a point; Thence South 88°03'54" East, 48.13 feet to a point; Thence South 68°40'43" East, 104.01 feet to a point; Thence South 79°05'39" East, 112.02 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to a point on the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°38'57" East and along the said Southerly line of said Outlot 3, 156.98 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.75 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.86 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 170.36 feet to a point; Thence South 51°59'39" West and along the Northwesterly line of Outlot 4 of said "Olde Highlander" Subdivision, 251.71 feet to a point on the Northeasterly Right-of-Way line of said "Olde Highlander Drive"; Thence North 48°02'23" West and along the said Northeasterly Right-of-Way line, 189.62 feet to a point of curvature; Thence Northwesterly 31.16 feet along the said Northeasterly Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 431.00 feet, whose central angle is 04°08'35", and whose chord bears North 51°06'43.5" West, 31.15 feet to a point; Thence North 36°50'38" East and along the Southeast line of Lot 44 of said "Olde Highlander" Subdivision, 130.02 feet to a point; Thence North 57°53'31" West and along the Northeast line of said Lot 44, 91.98 feet to a point; Thence North 64°10'07" West and along the Northeast line of Lot 43 of said "Olde Highlander" Subdivision, 92.54 feet to a point; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 92.82 feet to a point; Thence North 85°46'35" West and along the North line of Lots 39, 40 and 41 of said "Olde Highlander" Subdivision, 232.38 feet to a point; Thence North 67°21'46" West and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence South 47°42'00" West and along the Northwest line of said Lot 37, 120.59 feet to a point on the said East Right-of-Way line of said "Olde Highlander Drive"; Thence Northwesterly 116.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°24'52", and whose chord bears North 20°31'06" West, 117.27 feet to a point of tangency; Thence North 35°03'40" West and along the said East Right-of-Way line, 84.88 feet the point of beginning of this description.

Said Parcel contains 561,772 Square Feet (or 12.8965 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 26th day of JUNE, 2024.

_____
Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

CONDOMINIUM PLAT
OF

THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

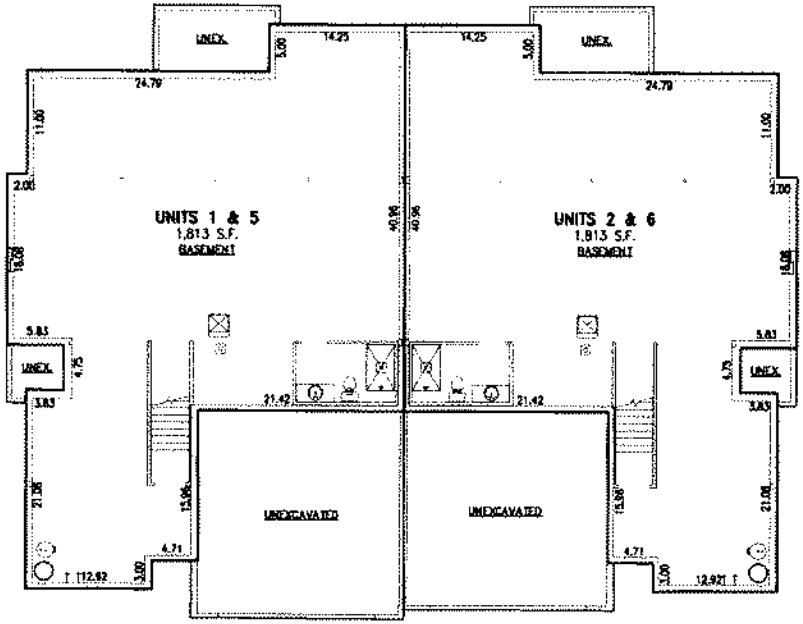
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

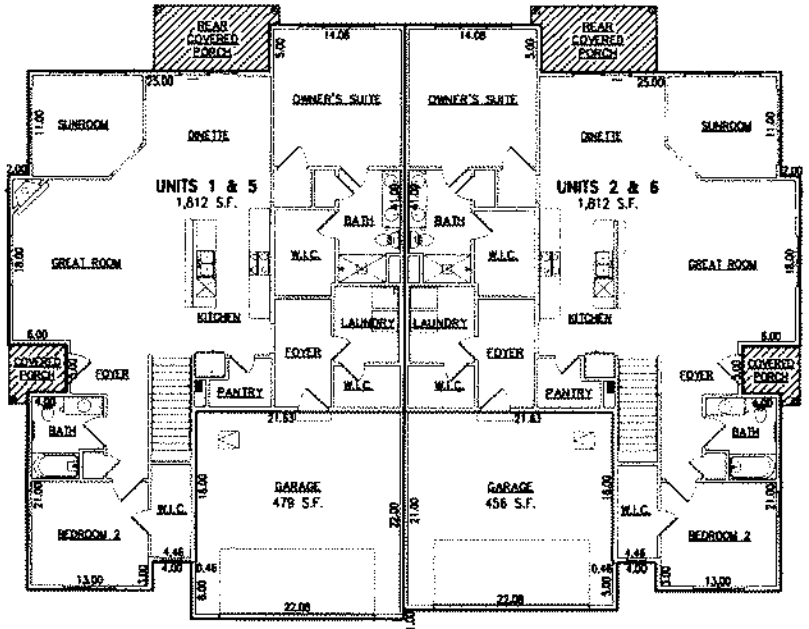
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDINGS 1 & 3
FOUNDATION PLAN



BUILDINGS 1 & 3
FIRST FLOOR PLAN



CONDOMINIUM PLAT
OF

THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
4100 N. Calhoun Road
Suite 200
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

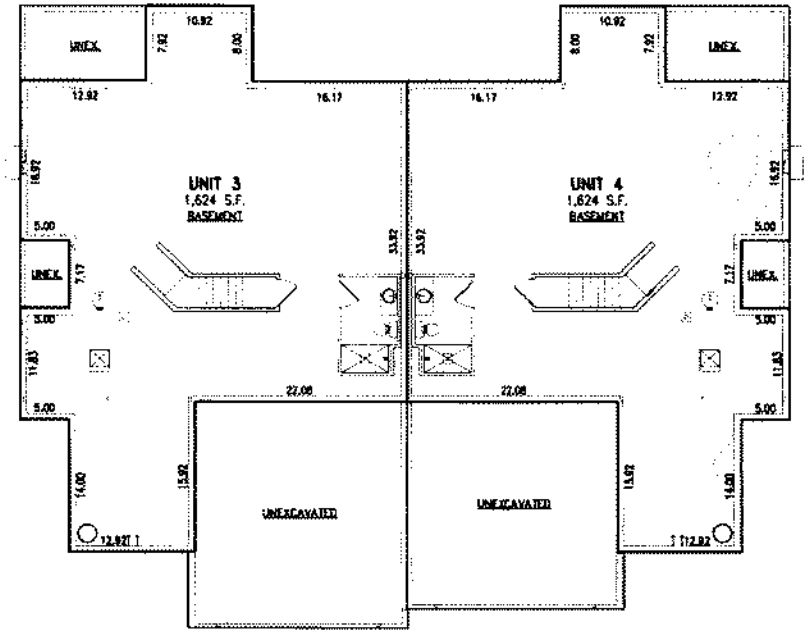
WISCONSIN
GRADY L GOSSER
S-2972
HENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

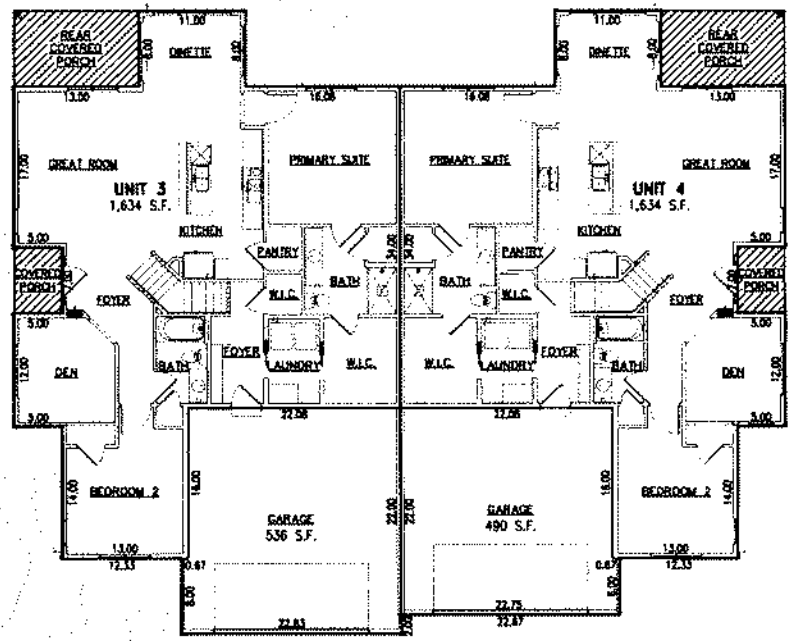
▨ INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 2
FOUNDATION PLAN



BUILDING 2
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 6/26/24

EXHIBIT D

UNIT ADDRESSES FOR
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

Unit #	Address
1	840 Stirling Drive
2	842 Stirling Drive
3	844 Stirling Drive
4	846 Stirling Drive
5	850 Stirling Drive
6	852 Stirling Drive

Document Number

Storm Water Management Practice Maintenance Agreement

4776546

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 26, 2024 09:38 AM
James R Behrend
Register of Deeds
26 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Neumann Development, Inc., as "Owner" of the property described below, in accordance with City of Oconomowoc's Municipal Code Chapter 19 Storm Water Management and Erosion Control Ordinance, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.
Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.
Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the wet detention ponds and infiltration basins.

Name and Return Address

Olde Highlander, LLC
N27W24025 Paul Ct., Suite 100
Pewaukee, WI 53072
Return to: Eric Obarski

Note: After construction verification has been accepted by City of Oconomowoc, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by City of Oconomowoc of Storm Water Permit termination, as described below.

OCOC0609994015; OCOC0609994014
OCOC0609994013; OCOC0609994010
OCOC0609994004; OCOC0609994012
OCOC0609994008

Parcel Identification Number(s) – (PIN)

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water Permit termination by City of Oconomowoc in accordance with Chapter 19 of the City Code of Ordinances.
2. After Storm Water Permit termination under 1, the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by City of Oconomowoc or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the City of Oconomowoc, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the City of Oconomowoc and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above, the City of Oconomowoc, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Oconomowoc may require work to be done which differs from the report described in paragraph 3 above, if the City of Oconomowoc reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City

of Oconomowoc of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Oconomowoc.

5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Oconomowoc is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Oconomowoc, no notice shall be required prior to the City of Oconomowoc performing emergency maintenance or repairs. The City of Oconomowoc may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the City of Oconomowoc shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this 23 day of July, 2024.

Owner:

(Owners Signature)

Bryan Lindgren, President Neumann Developments Inc., sole member

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 23 day of July, 2024 the above named Bryan Lindgren to me known to be the person who executed the foregoing instrument and acknowledged the same.

CINDY L. WEGNER
Notary Public
State of Wisconsin

[Name]
Notary Public, Waukesha, WI
My commission expires: 8/21/24

This document was drafted by:
Jayme Sisel, P.E.
Sound Stormwater Design LLC
Muskego, WI

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the City of Oconomowoc Register of Deeds office.

Project Identifier: **Olde Highlander Subdivision** Acres: **235.773**
Date of Recording:
Map Produced By: **Trio Engineering**
Legal Description:

All that part of Parcel 2 of Certified Survey Map No. 9721, Parcel 1 of Certified Survey Map No. 8658, Outlot 1 of Certified Survey Map No. 8337, Parcels 2 and 4 of Certified Survey Map No. 7781, parts of Parcels 1 and 4 of Certified Survey Map No. 1118, Lots 3 and 4 of Certified Survey Map No. 861 and Unplatted Lands, being located in a part of the Southwest 1/4 of the Southwest 1/4 of Section 3, the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 9, and the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 10, all in Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Section 10, said point being the place of beginning of lands hereinafter described;

Thence North 00°44'49" West and along the West line of the said Southwest 1/4 of said Section 3, 368.59 feet to a point; Thence South 89°55'55" East and along the South line of Lot 1 of Certified Survey Map. No. 10556 and then the South Right-of-Way line of "Robruck Lane", 240.79 feet to a point; Thence South 00°58'10" East and along the West line of Lot 2 of said Certified Survey Map No. 861, 289.01 feet to a point; Thence North 73°51'46" East and along the South line of said Lot 2, 294.63 feet to a point on the Southerly Right-of-Way line of "Robruck Drive"; Thence Southeasterly 140.11 feet along the said Southerly Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 60.00 feet, chose central angle is 133°47'54", and whose chord bears South 83°02'03" East, 110.38 feet to a point; Thence South 89°56'00" East and along the South line of Lot 1 of said Certified Survey Map No. 861, 113.04 feet to a point of curvature; Thence Northeasterly 130.08 feet along the said South line of said Lot 1 and the arc of a curve, whose center lies to the Northwest, whose radius is 220.00 feet, whose central angle is 33°52'36", and whose chord bears North 73°07'42" East, 128.19 feet to a point on the Southwesterly Right-of-Way line of "Summit Avenue" (S.T.H. "67"); Thence South 33°48'40" East and along the said Southwesterly Right-of-Way line, 223.91 feet to a point on the North line of the said Northwest 1/4 of said Section 10; Thence North 89°56'00" West and along the said North line, 16.63 feet to a point on the said Southwesterly Right-of-Way line of said "Summit Avenue" (S.T.H. "67"); Thence Southeasterly 118.77 feet along the said Southwesterly Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 2064.86 feet, whose central angle is 03°17'44", and whose chord bears South 43°21'33" East, 118.75 feet to a point; Thence South 42°51'26" West and along the Northwesterly line of Parcel 1 of Certified Survey Map No. 7780, 60.00 feet to a point; Thence North 47°08'34" West and along the said Northwesterly line, 50.00 feet to a point; Thence South 42°51'26" West and along the said Northwesterly line, 206.44 feet to a point of curvature; Thence Southwesterly 113.16 feet along the said Northwesterly line and the arc of a curve, whose center lies to the Southeast, whose radius is 329.40 feet, whose central angle is 19°41'00", and whose chord bears South 33°00'56" West, 112.61 feet to a point of tangency; Thence South 23°10'26" West and along the said Northwesterly line, 78.32 feet to a point of curvature; Thence Southwesterly 13.86 feet along the said Northwesterly line and the arc of a curve, whose center lies to the Northwest, whose radius is 49.08 feet, whose central angle is 16°10'37", and whose chord bears South 31°15'44.5" West, 13.81 feet to a point; Thence South 50°38'57" East and along the said Northwesterly line, 50.00 feet to a point; Thence Southwesterly 43.63 feet along the said Northwesterly line and the arc of a curve, whose center lies to the Northwest, whose radius is 99.08 feet, whose central angle is 25°13'39", and whose chord bears South 51°57'52.5" West, 43.27 feet to a point of tangency; Thence South 64°34'42" West and along the said Northwesterly line, 38.35 feet to a point on the Northeasterly line of Parcel 2 of said Certified Survey Map No. 7780; Thence North 25°25'18" West and along the said Northeasterly line, 50.00 feet to a point; Thence South 64°34'42" West and along the Northwesterly line of said Parcel 2 and it Southwesterly extension thereof, 415.61 feet to a point of curvature; Thence Southwesterly 43.27 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 145.05 feet, whose central angle is 17°05'32", and whose chord bears South 73°07'31" West, 43.11 feet to a point; Thence South 00°00'12" East, 50.39 feet to a point; Thence Southwesterly 14.54 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 195.05 feet, whose central angle is 04°16'20", and

whose chord bears South 85°57'05" West, 14.54 feet to a point; Thence South 00°00'12" East, 204.39 feet to a point; Thence South 42°30'12" East, 59.02 feet to a point; Thence North 85°00'12" West, 80.19 feet to a point; Thence South 42°30'12" East and along the Southwesterly line of Lot 1 of Certified Survey Map No. 12242, 81.40 feet to a point; Thence South 85°00'12" East and along the said Southwesterly line, 123.17 feet to a point; Thence South 53°44'58" East and along the said Southwesterly line, 67.15 feet to a point of curvature; Thence Southeasterly 227.72 feet along the said Southwesterly line and the arc of a curve, whose center lies to the Northeast, whose radius is 595.13 feet, whose central angle is 21°55'23", and whose chord bears South 64°42'39.5" East, 226.33 feet to a point of reverse curvature; Thence Southeasterly 42.97 feet along the said Southwesterly line and the arc of a curve, whose center lies to the Southwest, whose radius is 59.64 feet, whose central angle is 41°16'59", and whose chord bears South 55°01'51.5" East, 42.05 feet to a point of tangency; Thence South 34°23'22" East and along the said Southwesterly line, 373.81 feet to a point of curvature; Thence Southeasterly 66.16 feet along the said Southwesterly line and the arc of a curve, whose center lies to the Northeast, whose radius is 76.88 feet, whose central angle is 49°18'32", and whose chord bears South 59°02'38" East, 64.14 feet to a point; Thence South 64°31'19" East and along the said Southwesterly line and then the Southwesterly Right-of-Way line of "Kari Court", 374.13 feet to a point; Thence North 89°59'48" East and along the South Right-of-Way line of said "Kari Court", 204.71 feet to a point; Thence South 00°00'12" East, 120.98 feet to a point; Thence North 89°59'48" East, 83.45 feet to a point; Thence South 00°00'12" East, 1275.75 feet to a point; Thence North 89°39'13" West and along the North line of Certified Survey Map No's. 10220, 10150 and Lot 1 of Certified Survey Map No. 9985, 719.53 feet to a point; Thence South 01°06'54" West and along the West line of said Lot 1 of said Certified Survey Map No. 9985, 356.70 feet to a point on the North Right-of-Way line of "Oconomowoc Parkway"; Thence North 88°53'06" West and along the said North Right-of-Way line, 265.99 feet to a point; Thence North 01°06'54" East and along the East line of Parcel 2 of Certified Survey Map No. 8337, 205.00 feet to a point; Thence North 88°53'06" West and along the North line of said Parcel 2, 268.00 feet to a point; Thence South 63°52'26" West and along the said North line of said Parcel 2, 163.85 feet to a point; Thence North 88°53'06" West and along the said North line of said Parcel 2, 59.99 feet to a point; Thence South 01°06'54" West and along the West line of said Parcel 2, 130.00 feet to a point on the said North Right-of-Way line of said "Oconomowoc Parkway"; Thence North 88°53'06" West and along the said North Right-of-Way line, 110.03 feet to a point on the West line of the said Southwest 1/4 of said Section 10; Thence North 00°01'12" East and along the said West line of the said Southwest 1/4 of said Section 10, 345.27 feet to a point; Thence North 89°39'13" West and along the North line of Parcel 1 of said Certified Survey Map No. 8337, 519.58 feet to a point on the East line of Block 1 of "Briarwood" (A Subdivision Plat of Record); Thence North 00°01'08" East and along the said East Subdivision line, 428.58 feet to a point on the North line of the said Southeast 1/4 of said Section 9; Thence North 87°52'51" West and along the said North line of the said Southeast 1/4 of said Section 9, 16.81 feet to a point; Thence North 00°08'07" West and along the said East Subdivision line, 264.36 feet to a point; Thence North 87°52'51" West and along the North line of said Block 1 and then the North line of Block 3 of said "Briarwood" Subdivision, 2109.86 feet to a point on the West line of the said Northeast 1/4 of said Section 9; Thence North 00°54'19" West and along the said West line of the said Northeast 1/4 of said Section 9, 2277.26 feet to a point marking the North 1/4 Corner of said Section 9; Thence North 89°48'22" East and along the North line of the said Northeast 1/4 of said Section 9, 2675.24 feet to the point of beginning of this description.

Said Parcel contains 10,270,251 Square Feet (or 235.7725 Acres) of land, more or less.

Exhibit A – Legal Description (Continued)

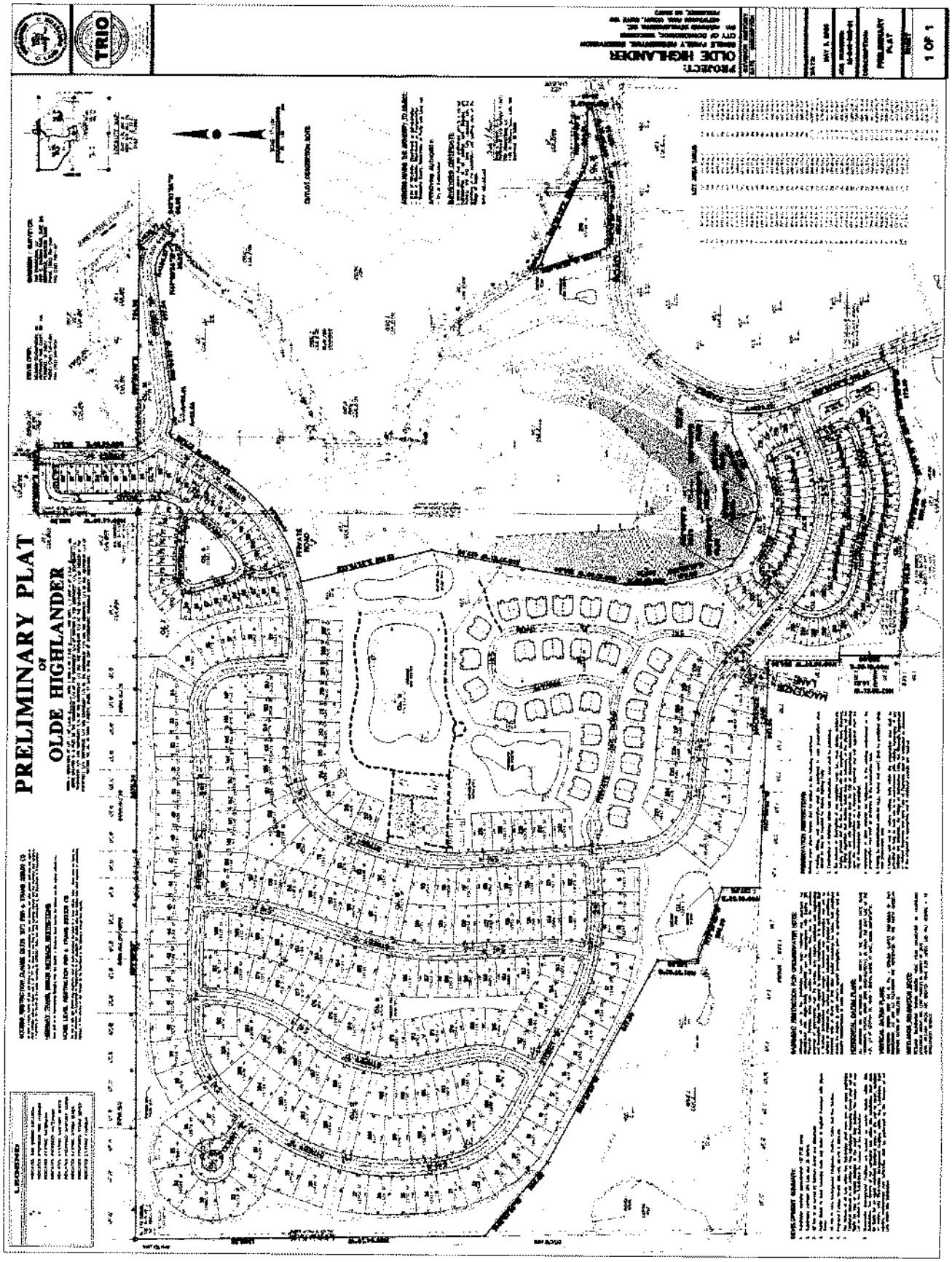


Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include five wet detention ponds, two infiltration basins, grass swales (conveying storm water to the ponds), and all associated pipes, earthen berms, rock chutes and other components of these practices. In addition, this agreement includes maintaining two existing ponds located southwest of the development and all sections of the Linear Pond that receive direct stormwater runoff from the Olde Highlander development. All of the noted stormwater management practices are located within outlots or drainage easements on the subdivision plat, as noted in Exhibit A, and as outlined on Exhibit D.

Subdivision Name:	**Olde Highlander Subdivision**
Storm water Practices:	**Wet Detention Ponds (5), Future Wet Detention Ponds (2), Infiltration Basins (2), Existing Ponds (2), Linear Pond, Grass swales**
Location of Practices:	**Outlots as represented on the Olde Highlander Subdivision Final Plat**
Owners:	**Each owner of Lots 1 through 295 shall have equal (1/295) undividable interest in outlots containing stormwater management practices**

Exhibit B - Location Map (Continued)

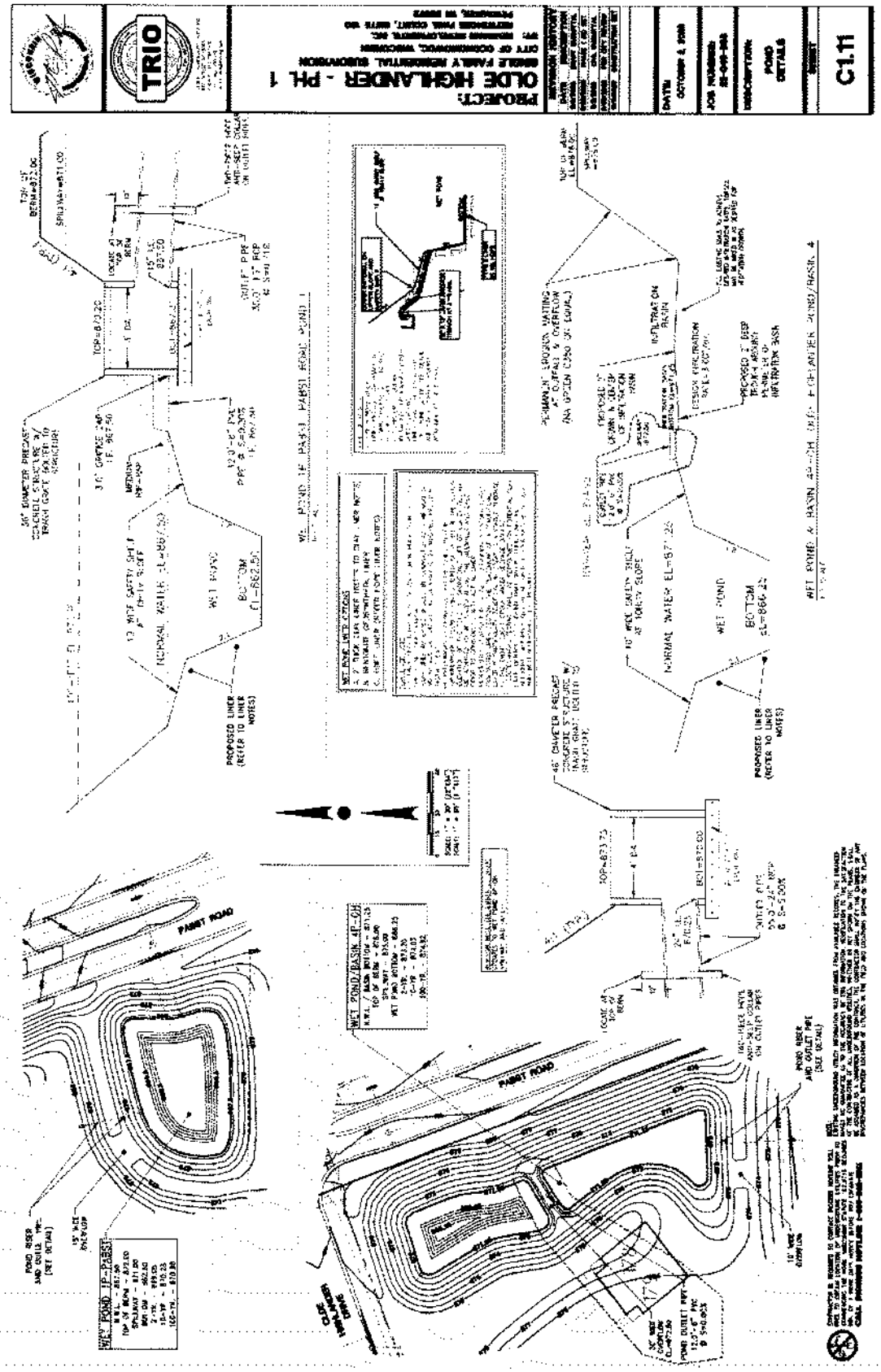


Exhibit B - Location Map (Continued)

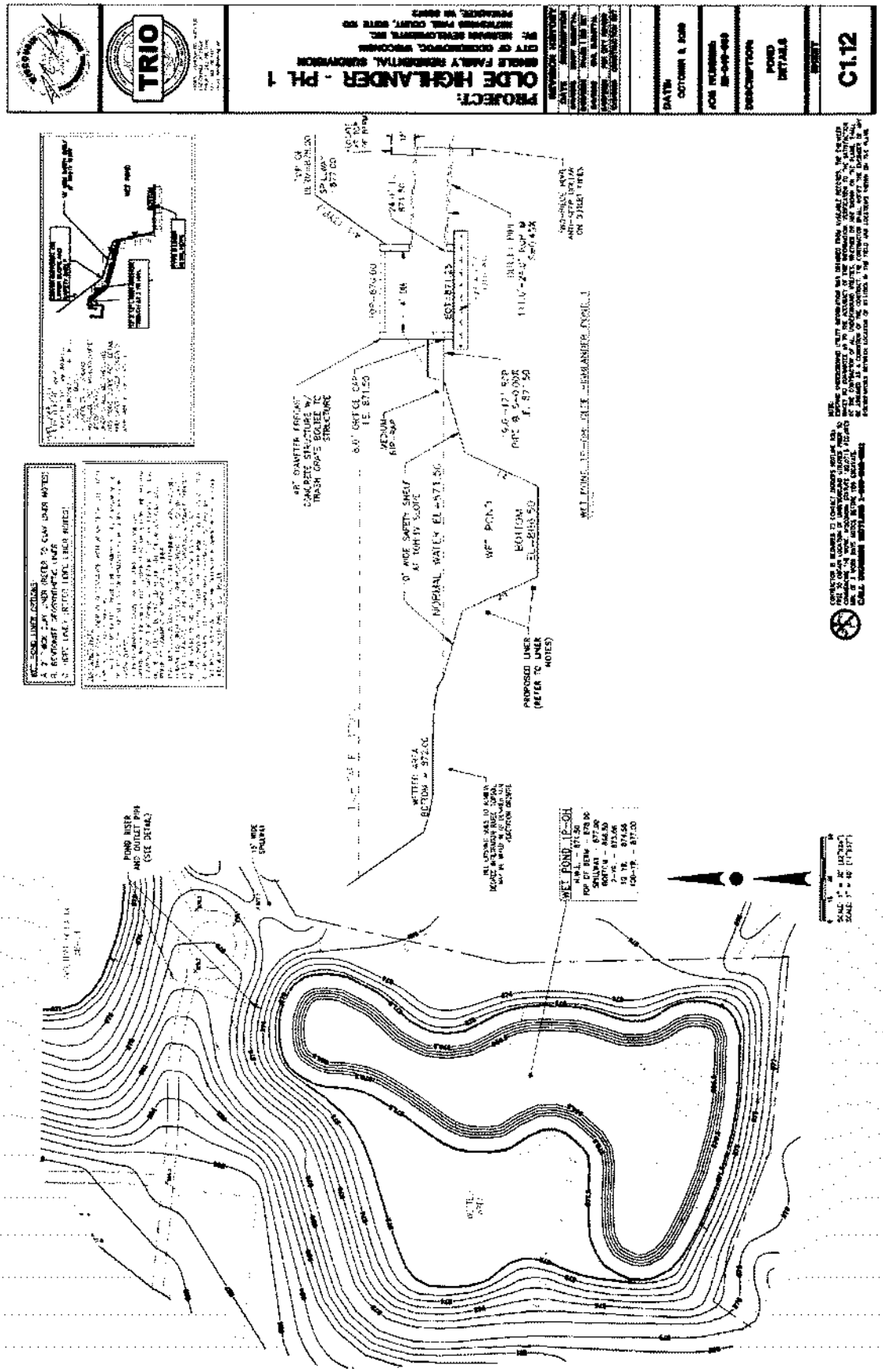


Exhibit B - Location Map (Continued)

Exhibit B - Location Map (Continued)

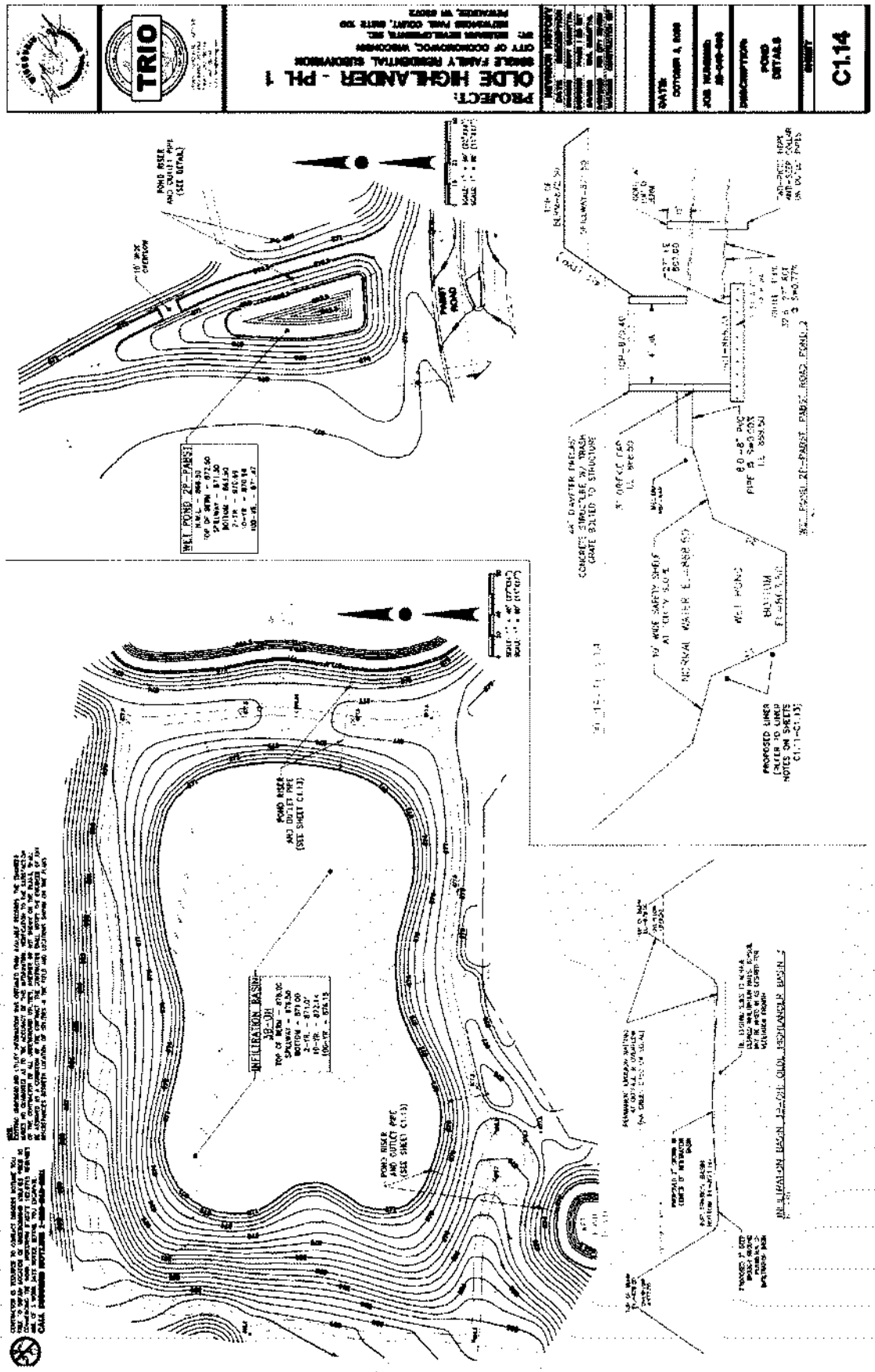


Exhibit C
Stormwater Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the City of Oconomowoc.

System Description:
The wet detention pond is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The ponds are designed with 4:1 side slopes on the berms, a 10-foot wide berm width, and 10-foot safety shelves below the normal water level. To maintain proper performance, the pond size, water level and outlet structures must be maintained as specified in this Agreement (see Exhibit B).

Wet Detention Pond 1P-OH receives runoff from a 49.03-acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a riser structure with an 8-inch low flow orifice, a 48-inch horizontal grate, and a 24-inch concrete outlet pipe that discharges to Infiltration Basin 3B-OH. Wet Detention Pond 2P-OH receives runoff from a 69.94-acre drainage area. The water level in Pond 2P-OH is controlled by a 5-inch low flow orifice, a 60-inch horizontal grate, and a 36-inch concrete outlet pipe that also discharges to Infiltration Basin 3B-OH. Infiltration Basin 3B-OH receives runoff from a 9.90-acre drainage area in addition to runoff from Ponds 1P-OH and 2P-OH. Infiltration Basin 3B-OH is internally drained and will have zero release during the 100-year, 24-hour storm.

Wet Detention Pond 4P-OH and Infiltration Basin 4B-OH are hydraulically connected and receive runoff from a 12.27-acre drainage area. The low flow water level in Pond 4P-OH is controlled by a 6-inch culvert pipe to pretreat stormwater runoff prior to draining into Basin 4B-OH. During rain events greater than the average annual rainfall, water drains through a 15-foot spillway allowing the pond and basin to act as one system. The water level for the pond/basin system is controlled by a riser structure in Basin 4B-OH with a 48-inch horizontal grate, and a 24-inch concrete outlet pipe.

Wet Detention Pond 1P-Pabst receives runoff from a 4.94-acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a riser structure with a 3-inch low flow orifice, a 36-inch horizontal grate, and a 15-inch concrete outlet pipe.

Wet Detention Pond 2P-Pabst receives runoff from an 7.81-acre drainage area. The water level is controlled by a riser structure with a 3-inch low flow orifice, a 48-inch horizontal grate, and a 34-inch by 22-inch elliptical concrete outlet pipe.

Existing Pond 1P-SW receives runoff from a 12.90-acre drainage area primarily comprised of residential backyards and undeveloped lands. This pond is internally drainage and produces zero discharge due to the highly permeable sands and gravels in this area.

Existing Pond 3P-SW receives runoff from a 17.71-acre drainage area primarily comprised of undeveloped lands and maintained golf course greens. Olde Highlander, LLC intends to transfer ownership of this pond to the golf course. By virtue of ownership transfer, the golf course acquires any rights or interests in and to the

storm water management facility and the associated obligations thereto. Upon the transfer of ownership, Olde Highlander, LLC obligations as an owner of this storm water management facility (Pond 3P-SW) will terminate.

The Linear Pond is an internally drained system and is the final treatment practice in this stormwater management plan. Any remaining sediment loading not trapped by the wet detention ponds will settle to the bottom of the existing Linear Pond. During rain events, water levels will temporarily rise and then recede back to groundwater levels as a result of infiltration through the sidewalls of this system due to the highly permeable sands and gravels that surround the Linear Pond.

"As-built" construction drawings of the ponds and basins, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after City of Oconomowoc accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:
To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

General Maintenance requirements and restrictions:
1. All backyard private storm sewer, structures, and pipes shall be inspected after each heavy rain and periodically throughout the year to ensure the system is free flowing and there is no blockage or structural failure. Any blockage must be removed immediately. Any repairs shall be performed as needed.
2. Grass swales shall be preserved to allow free flow of surface runoff in accordance with approved grading plans.
3. No buildings or other structures are allowed in grass swale areas.
4. No grading or filling is allowed that may interrupt flows in any way.
5. Grass swales, inlets and outlets should be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds or basins. Erosion matting is recommended for repairing grassed areas.
6. NO trees are to be planted or allowed to grow in bottom of grass swales.
7. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
8. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
9. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Oconomowoc under the provisions listed on page 1 of this Agreement.

Wet Detention Pond Maintenance
1. The pond and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, and periodically throughout the year, but at a minimum of once per year to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the 2-inch orifice and the trash rack on the riser in Basin 4B. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. NO trees are to be planted or allowed to grow on the earthen berms for the ponds. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.

3. If the permanent pool water level falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water recharge. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
4. Nuisance (decay odors, etc.) floating algae or weed growth should be removed from the pond and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
5. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
6. When sediment in the pond has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Failure to remove sediment from the pond will cause resuspension of previously trapped sediments and increase downstream deposition.
7. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the City of Oconomowoc.

8. Mowing around the pond may attract nuisance populations of geese to the property and is not necessary or recommended.
9. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
    i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
    ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
    iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
    iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

<u>Infiltration Basin Maintenance</u>

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
    i. For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
    ii. After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.

Exhibit C (Continued)

iii. Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.

iv. Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glysophosphate in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).

2. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
   i. If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
   ii. If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
3. All outlet pipes and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
6. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.

<u>Linear Pond Maintenance</u>

1. The pond and all components (grass swales, inlets, etc.) should be inspected after each heavy rain, and periodically throughout the year, but at a minimum of once per year to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. No trees are to be planted or allowed to grow on the earthen berms for the pond. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
3. Nuisance (decay odors, etc.) floating algae or weed growth should be removed from the pond and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.

4. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
5. When sediment in the pond has accumulated to an elevation of three feet below the normal water elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Failure to remove sediment from the pond will cause resuspension of previously trapped sediments.
6. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the City of Oconomowoc.
7. Mowing around the pond may attract nuisance populations of geese to the property and is not necessary or recommended.
8. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
    i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
    ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the normal water level.
    iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
    iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

Stormwater Maintenance Reporting Requirements:

The Titleholders shall conduct and document annual inspections and submit to the DPW a report on the condition for the site's storm water management conveyance systems and devices/ponds/basins every year. This report shall be submitted by December 31st of the fifth year following the termination of the Storm Water Permit by the City of Oconomowoc. It is recommended to have a Wisconsin Licensed Professional Engineer with expertise in storm water best management practices perform the annual inspections and prepare the report. The submitted maintenance report shall include the following:

(a) Maintenance inspection forms/checklist shall address the maintenance reporting requirements of this agreement, and shall be deemed acceptable by the City of Oconomowoc DPW.
(b) Documentation of the completion of the required maintenance, including copies of receipts from agents hired to perform the work and the date the work was completed, along with photos of the management conveyance systems and devices/ponds/basins after completion of the required maintenance.

Exhibit D
Design Summaries

Project Identifier: Olde Highlander Subdivision **Project Size:** 235.773 Acres **No. of Lots:** 295
Number of Runoff Discharge Points: 3 **Watershed (ultimate discharge):** Internally Drained
Watershed Area (including off-site runoff traveling through project area): _____

Watershed Data Summary. The following table summarizes the watershed data used to determine peak flows and runoff volumes required to design the stormwater systems.

Summary Data Elements	Olde Highlander		Pabst Road	
	Post-develop. Ponds 1P-OH, 2P-OH, & Basin 3B-OH	Post-develop. Ponds 4P-OH & Basin 4B-OH	Post-develop. Pond 1P-Pabst	Post-develop. Pond 2P-Pabst
Watershed Areas ***(in acres) (see attached map)***	128.87	12.27	4.94	7.81
Average Watershed Slopes (%)	2-5%	2-5%	2-5%	2-5%
Land Uses ***(% of each) (see attached map)***	51.54 ac. imp. 1.34 ac. water 75.99 ac. lawn	4.70 ac. imp. 0.09 ac. water 7.48 ac. lawn	2.34 ac. imp. 0.15 ac. water 2.45 ac. lawn	3.99 ac. imp. 0.12 ac. water 4.07 ac. lawn
Runoff Curve Numbers	76	75	80	81
Conveyance Systems Types	grass swale storm sewer	grass swale storm sewer	storm sewer	storm sewer
Summary of Average Conveyance System Data	sewer (see calcs.)	sewer (see calcs.)	sewer (see calcs.)	sewer (see calcs.)
Time of Concentration ***(Tc) (see attached map & worksheets)***	12 to 25 min.	20 min.	15 min.	15 min.
25% of 2-yr 24-hr post-dev runoff volume	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained
1-year/24 hour Runoff Volume	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained
2-yr./24 hour Peak Flow *(see attached hydrographs)*	0.00	0.00	0.28*	6.90*
10-yr./24 hour Peak Flow	0.00	5.95*	0.54*	18.41*
100-yr./24 hour Peak Flow	0.00	28.98*	9.61*	34.99*

*: Drains directly to the existing linear pond and Loch Lake which are internally drained systems.

Exhibit D (continued)

Summary Data Elements	Future Commercial			
	Post-develop. Ponds 1P-F	Post-develop. Ponds 2P-F		
Watershed Areas *(in acres) (see attached map)*	1.30	5.76		
Average Watershed Slopes (%)	2-5%	2-5%		
Land Uses *(% of each) (see attached map)*	0.65 ac. imp. 0.04 ac. water 0.61 ac. lawn	2.88 ac. imp. 0.07 ac. water 2.81 ac. lawn		
Runoff Curve Numbers	81	80		
Conveyance Systems Types	grass swale storm sewer	grass swale storm sewer		
Summary of Average Conveyance System Data	sewer (see calcs.)	sewer (see calcs.)		
Time of Concentration *(Tc) (see attached map & worksheets)*	10 min.	15 min.		
25% of 2-yr 24-hr post-dev runoff volume	N/A – site internally drained	N/A – site internally drained		
1-year/24 hour Runoff Volume	N/A – site internally drained	N/A – site internally drained		
2-yr./24 hour Peak Flow *(see attached hydrographs)*	0.24*	0.63*		
10-yr./24 hour Peak Flow	1.84*	8.33*		
100-yr./24 hour Peak Flow	7.56*	25.36*		

*: Drains directly to the existing linear pond and Loch Lake which are internally drained systems.

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***wet detention pond 1P-OH***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	49.03 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	100 ft. to Infiltration Basin 3B
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2 (in basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand and gravel
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	Pond bottom right at water table
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.84 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 878.00 / 10 feet wide
Length/width (dimensions/ratio)	340 ft. (L) x 110 ft. (W) = 3:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15-year maintenance schedule

Design Basin Inflow, Outflow & Storage Data
(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
31.61 cfs (Post 1-yr./24 hr. peak)	1.57 cfs	872.71 ft.	1.4 acre feet	#1
41.58 cfs (Post 2-yr./24 hr. peak)	1.87 cfs	873.08 ft.	1.9 acre feet	#1
82.97 cfs (Post 10-yr./24 hr. peak)	2.75 cfs	874.58 ft.	4.1 acre feet	#1
182.95 cfs (Post 100-yr./24 hr. peak)	26.32 cfs	877.00 ft.	8.4 acre feet	#1 and #2

* #1 = 8-inch orifice – invert line elev. @ 871.50 (4.5 ft. max. head)
#2 = 48-inch horizontal grate – elev. @ 876.00 (1 ft. max head)
#3 = 15 foot wide earthen/grass emergency spillway – elev. @ 877.00 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***wet detention pond 2P-OH***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	69.94 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	80 ft. to Infiltration Basin 3B
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	3 (near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Clay loam
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.73 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 878.00 / 10 feet wide
Length/width (dimensions/ratio)	370 ft. (L) x 90 ft. (W) = 4:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15-year maintenance schedule

Design Basin Inflow, Outflow & Storage Data
(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
42.92 cfs (Post 1-yr./24 hr. peak)	1.17 cfs	874.90 ft.	3.0 acre feet	#1
56.45 cfs (Post 2-yr./24 hr. peak)	2.25 cfs	875.57 ft.	3.7 acre feet	#1 and #2
112.71 cfs (Post 10-yr./24 hr. peak)	39.59 cfs	876.32 ft.	4.6 acre feet	#1 and #2
249.32 cfs (Post 100-yr./24 hr. peak)	220.70 cfs	877.28 ft.	6.0 acre feet	#1, #2, and #3

* #1 = 5-inch orifice – invert line elev. @ 871.50 (4 ft. max. head)
#2 = 60-inch horizontal grate – elev. @ 875.50 (1 ft. max head)
#3 = 70 foot wide earthen/grass spillway – elev. @ 876.50 (1.5 ft. max. depth)
#4 = 15 foot wide earthen/grass emergency spillway – elev. @ 877.50 (0.5 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***infiltration basin 3B-OH***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	9.90 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	Internally drained
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	3 (in and near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand and gravel
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Effective infiltration area	2.27 acres
Bottom of basin elevation	elev. 871.00
Top of berm elevation (after settling) and width	elev. 878.00 / 10 feet wide
Length/width (dimensions/ratio)	400 ft. (L) x 200 ft. (W) = 2:1
Safety shelf design (length, grade, max. depth)	N/A
Ave. water depth (minus safety shelf/sediment)	N/A
Sediment forebay size & depth	N/A
Sediment storage depth & design maintenance	yearly maintenance schedule

Design Basin Inflow, Outflow & Storage Data
(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
3.27 cfs (Post 1-yr./24 hr. peak)	0.00 cfs	871.00 ft.	0.0 acre feet	#1
5.09 cfs (Post 2-yr./24 hr. peak)	0.00 cfs	871.01 ft.	0.0 acre feet	#1
44.32 cfs (Post 10-yr./24 hr. peak)	0.00 cfs	872.14 ft.	2.7 acre feet	#1
238.19 cfs (Post 100-yr./24 hr. peak)	0.00 cfs	876.15 ft.	13.5 acre feet	#1

* #1 = 3.6 inch/hour infiltration rate

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***wet detention pond 4P-OH and infiltration basin 4B-OH***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	12.27 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	55 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2 (near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Permanent pool surface area / Effective infiltration area	0.12 acres / 0.10 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 876.00 / 10 feet wide
Length/width (dimensions/ratio)	115 ft. (L) x 40 ft. (W) = 3:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data

(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
7.26 cfs (Post 1-yr./24 hr. peak)	0.00 cfs	872.75 ft.	0.3 acre feet	#1
9.82 cfs (Post 2-yr./24 hr. peak)	0.00 cfs	873.20 ft.	0.4 acre feet	#1
20.55 cfs (Post 10-yr./24 hr. peak)	5.95 cfs	874.03 ft.	0.7 acre feet	#1 and #2
47.06 cfs (Post 100-yr./24 hr. peak)	28.98 cfs	874.92 ft.	1.0 acre feet	#1 and #2

* #1 = 3.6 inch/hour infiltration rate
#2 = 48-inch horizontal grate – elev. @ 873.75 (1.25 ft. hydraulic head)
#3 = 10 foot wide earthen/grass emergency spillway – elev. @ 875.00 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***wet detention pond 1P-Pabst***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	4.94 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	35 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2 (near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.15 acres
Design permanent pool water surface elevation	elev. 867.50
Top of berm elevation (after settling) and width	elev. 872.00 / 10 feet wide
Length/width (dimensions/ratio)	105 ft. (L) x 70 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data
(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
5.08 cfs (Post 1-yr./24 hr. peak)	0.25 cfs	868.73 ft.	0.2 acre feet	#1
6.46 cfs (Post 2-yr./24 hr. peak)	0.28 cfs	869.05 ft.	0.3 acre feet	#1
12.02 cfs (Post 10-yr./24 hr. peak)	0.54 cfs	870.23 ft.	0.5 acre feet	#1
24.94 cfs (Post 100-yr./24 hr. peak)	9.61 cfs	870.98 ft.	0.7 acre feet	#1 and #2

* #1 = 3-inch orifice – invert line elev. @ 867.50 (3 ft. max. head)
#2 = 36-inch horizontal grate – elev. @ 870.50 (0.5 ft. hydraulic head)
#3 = 15 foot wide earthen/grass emergency spillway – elev. @ 871.00 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***wet detention pond 2P-Pabst***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	6.81 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	35 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	No
Do elevations of test holes extend 3 ft. below proposed bottom?	N/A
Average soil texture at pond bottom elevation (USDA)	N/A
Distance from pond bottom to bedrock	N/A
Distance from pond bottom to seasonal water table	N/A
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.08 acres
Design permanent pool water surface elevation	elev. 868.50
Top of berm elevation (after settling) and width	elev. 872.80 / 10 feet wide
Length/width (dimensions/ratio)	75 ft. (L) x 50 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data
(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
8.59 cfs (Post 1-yr./24 hr. peak)	3.86 cfs	870.59 ft.	0.2 acre feet	#1
10.84 cfs (Post 2-yr./24 hr. peak)	6.90 cfs	870.69 ft.	0.2 acre feet	#1 and #2
19.79 cfs (Post 10-yr./24 hr. peak)	18.41 cfs	870.98 ft.	0.3 acre feet	#1 and #2
34.99 cfs (Post 100-yr./24 hr. peak)	34.99 cfs	871.47 ft.	0.4 acre feet	#1, #2, and #3

* #1 = 3-inch orifice – invert line elev. @ 868.50 (2 ft. max. head)
#2 = 48-inch horizontal grate – elev. @ 870.50 (1.3 ft. hydraulic head)
#3 = 10 foot wide earthen/grass emergency spillway – elev. @ 871.80 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***future wet detention pond 1P-F***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	1.30 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	95 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	No
Do elevations of test holes extend 3 ft. below proposed bottom?	N/A
Average soil texture at pond bottom elevation (USDA)	N/A
Distance from pond bottom to bedrock	N/A
Distance from pond bottom to seasonal water table	N/A
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.04 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 874.50 / 10 feet wide
Length/width (dimensions/ratio)	75 ft. (L) x 50 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data

(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
1.70 cfs (Post 1-yr./24 hr. peak)	0.21 cfs	872.41 ft.	0.04 acre feet	#1
2.13 cfs (Post 2-yr./24 hr. peak)	0.24 cfs	872.66 ft.	0.06 acre feet	#1
3.87 cfs (Post 10-yr./24 hr. peak)	1.84 cfs	873.14 ft.	0.09 acre feet	#1 and #2
7.88 cfs (Post 100-yr./24 hr. peak)	7.56 cfs	873.38 ft.	0.10 acre feet	#1 and #2

* #1 = 3-inch orifice – invert line elev. @ 871.50 (1.5 ft. max. head)
#2 = 36-inch horizontal grate – elev. @ 873.00 (0.5 ft. hydraulic head)
#3 = 10 foot wide earthen/grass emergency spillway – elev. @ 873.50 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design ***future wet detention pond 2P-F***.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	5.76 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	35 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	No
Do elevations of test holes extend 3 ft. below proposed bottom?	N/A
Average soil texture at pond bottom elevation (USDA)	N/A
Distance from pond bottom to bedrock	N/A
Distance from pond bottom to seasonal water table	N/A
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.07 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 876.00 / 10 feet wide
Length/width (dimensions/ratio)	75 ft. (L) x 50 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data

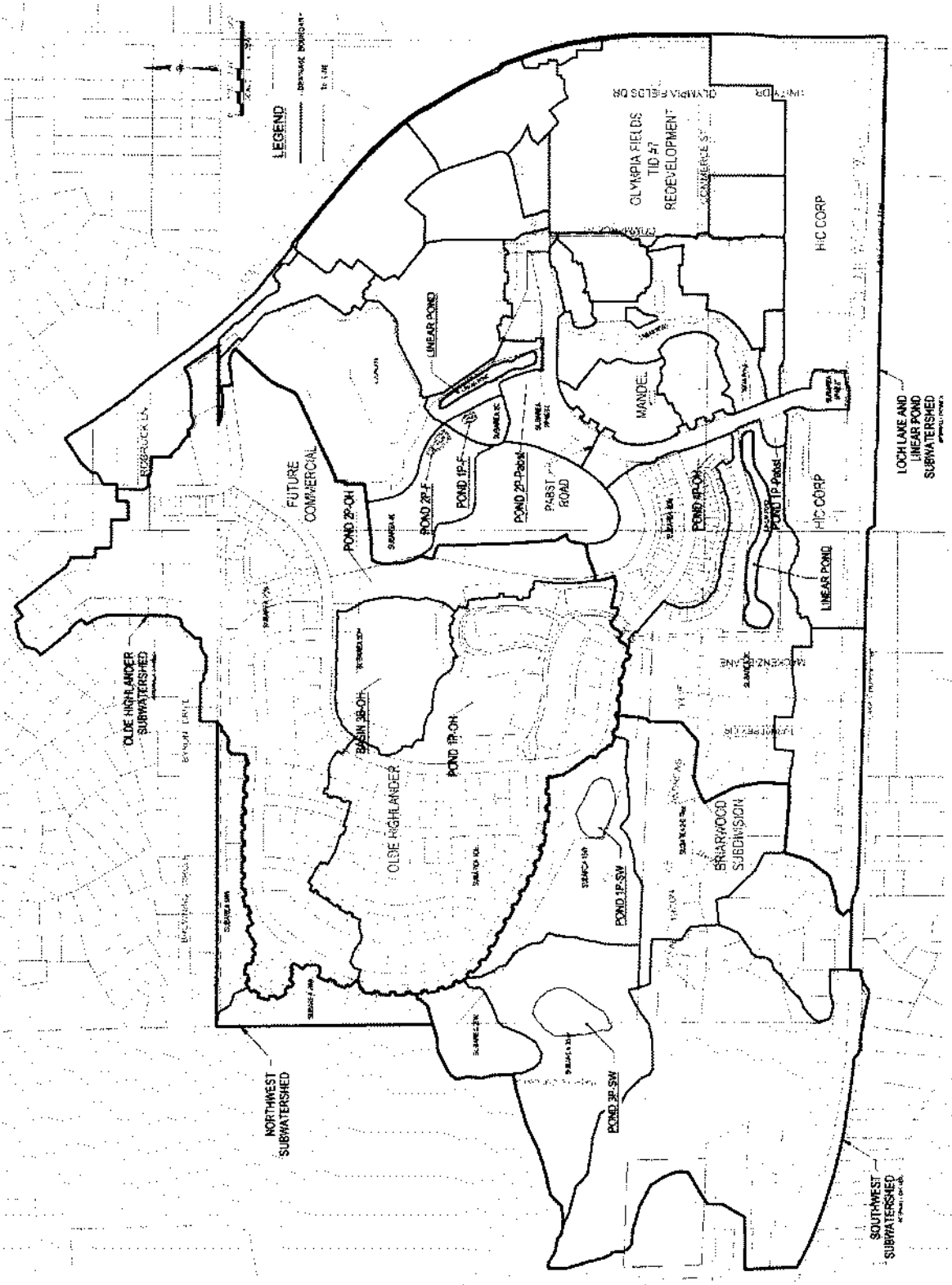
(see attached hydrographs and detail drawings)

Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
5.97 cfs (Post 1-yr./24 hr. peak)	0.57 cfs	873.48 ft.	0.2 acre feet	#1
7.59 cfs (Post 2-yr./24 hr. peak)	0.63 cfs	873.93 ft.	0.3 acre feet	#1
14.11 cfs (Post 10-yr./24 hr. peak)	8.33 cfs	874.33 ft.	0.3 acre feet	#1 and #2
29.27 cfs (Post 100-yr./24 hr. peak)	25.36 cfs	874.81 ft.	0.4 acre feet	#1 and #2

* #1 = 4-inch orifice – invert line elev. @ 871.50 (2.5 ft. max. head)
#2 = 48-inch horizontal grate – elev. @ 874.00 (1 ft. hydraulic head)
#3 = 10 foot wide earthen/grass emergency spillway – elev. @ 875.00 (1.0 ft. max. depth)

Exhibit D (continued)

Watershed Map. The watershed map shown below was used to determine the post-development data contained in this exhibit.



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Document Number	**AMENDMENT NO. 1 TO THE DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM** Document Title

4789361

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 21, 2024 01:54 PM
James R Behrend
Register of Deeds

13 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Exemption:N
Book Page -



Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLDE HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

PIN: OCOC0609994013

AMENDMENT NO. 1 TO THE CONDOMINIUM DECLARATION FOR THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

This Amendment No.1 to the Condominium Declaration for The Reserve at Olde Highlander Condominium is made this 14th day of October, 2024, by Olde Highlander LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on July 23rd, 2024, the Declarant executed the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 26th, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4776548; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Reserve at Olde Highlander Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Reserve at Olde Highlander Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by twelve (12) (1/12).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the

Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 1, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 1:

Building # 18

Unit #	Address
35	936 Stirling Drive
36	938 Stirling Drive

Building # 19

Unit #	Address
37	863 Stirling Drive
38	861 Stirling Drive

Building # 25

Unit #	Address
49	839 Stirling Drive
50	837 Stirling Drive

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 1 to be executed as of the date set forth above

OLDE HIGHLANDER LLC,

a Wisconsin limited liability company

By: _____

Bryan Lindgren, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 15 day of October, 2024 the above named Bryan Lindgren, of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

CINDY L. WEGNER
Notary Public
State of Wisconsin

_____

Print Name: Cindy L Wegner

Notary Public, State of Wisconsin

My Commission expires: 8/21/26

CONSENT OF MORTGAGE HOLDER

Citizens Bank, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: October 14, 2024

Citizens Bank

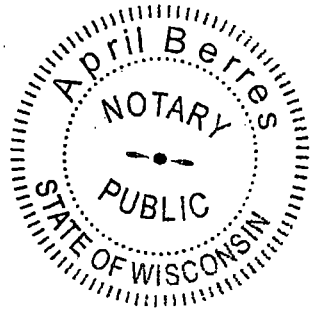
By: _____

Print Name & Title: Brett A. Engelking, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 14th day of October, 2024, the above named Brett A. Engelking, Senior Vice President of Citizens Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____

Print Name: April Berres
Notary Public, State of Wisconsin
My Commission expires: 2-4-26

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

REGISTER OF DEEDS

1st ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NORTH

GRAPHIC SCALE: 1"=100'

0 100 200

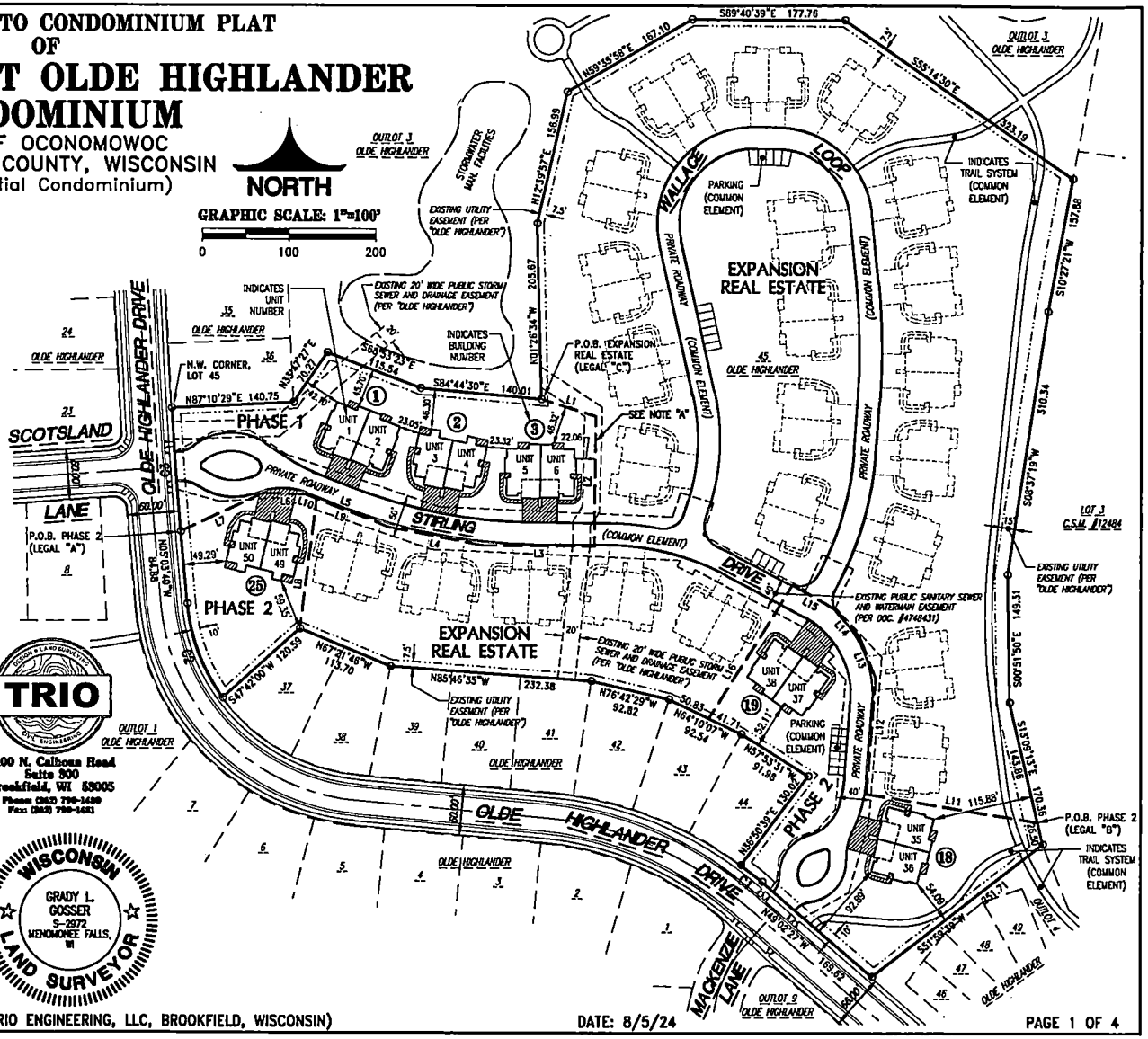
NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

DECLARANT:
OLDE HIGHLANDER, LLC

INDICATES LIMITED COMMON ELEMENTS

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W



NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 2 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN LAND SURVEYOR
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 8/5/24

X:\2022\22-049-953-Olympia for KDI\Drawings\Survey\PLATS\Condo Plat\550CPL02.dwg

1st ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 2):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears South 04°13'47" East, 144.24 feet to the place of beginning of lands hereinafter described;

Thence North 64°50'49" East, 105.70 feet to a point; Thence South 88°03'54" East, 48.13 feet to a point; Thence South 68°40'43" East, 14.19 feet to a point; Thence South 07°14'20" West, 152.58 feet to a point on the North line of Lot 37 of said "Olde Highlander" Subdivision; Thence South 47°42'00" West and along the Northwest line of said Lot 37, 120.59 feet to a point on the said East Right-of-Way line of said "Olde Highlander Drive"; Thence Northwesterly 118.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°54'52", and whose chord bears North 20°31'06" West, 117.27 feet to a point of tangency; Thence North 05°03'40" West and along the said East Right-of-Way line, 84.88 feet the point of beginning of this description.

Said Parcel contains 25,922 Square Feet (or 0.5951 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 2):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 143.86 feet to the place of beginning of lands hereinafter described;

Continuing thence South 13°09'13" East and along the said West line of said Lot 3, 26.50 feet to a point; Thence South 51°59'39" West and along the Northwesterly line of Outlot 4 of said "Olde Highlander" Subdivision, 251.71 feet to a point on the Northeasterly Right-of-Way line of said "Olde Highlander Drive"; Thence North 49°02'27" West and along the said Northeasterly Right-of-Way line, 169.62 feet to a point of curvature; Thence Northwesterly 31.16 feet along the said Northeasterly Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 431.00 feet, whose central angle is 04°08'33", and whose chord bears North 51°06'43.5" West, 31.15 feet to a point; Thence North 35°50'39" East and along the Southeast line of Lot 44 of said "Olde Highlander" Subdivision, 130.02 feet to a point; Thence North 57°53'31" West and along the Northeast line of said Lot 44, 91.98 feet to a point; Thence North 64°10'07" West and along the Northeast line of Lot 43 of said "Olde Highlander" Subdivision, 41.71 feet to a point; Thence North 31°50'47" East, 183.85 feet to a point; Thence South 60°10'49" East, 58.92 feet to a point; Thence South 41°01'23" East, 41.25 feet to a point; Thence South 20°44'40" East, 52.02 feet to a point; Thence South 04°23'12" West, 135.19 feet to a point; Thence South 80°28'15" East, 201.64 feet the point of beginning of this description.

Said Parcel contains 72,588 Square Feet (or 1.6664 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'



LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 143.86 feet to a point; Thence North 80°28'15" West, 201.64 feet to a point; Thence North 04°23'12" East, 135.19 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence South 31°50'47" West, 183.85 feet to a point on the Northeast line of Lot 43 of said "Olde Highlander" Subdivision; Thence North 64°10'07" West and along the said Northeast line of said Lot 43, 50.83 feet to a point; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 92.82 feet to a point; Thence North 85°46'35" West and along the North line of Lots 39, 40 and 41 of said "Olde Highlander" Subdivision, 232.38 feet to a point; Thence North 67°21'46" West and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence North 07°14'20" East, 152.58 feet to a point; Thence South 68°40'43" East, 89.82 feet to a point; Thence South 79°05'39" East, 112.02 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet the point of beginning of this description.

Said Parcel contains 463,262 Square Feet (or 10.6350 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 5th day of AUGUST, 2024.

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

1st ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

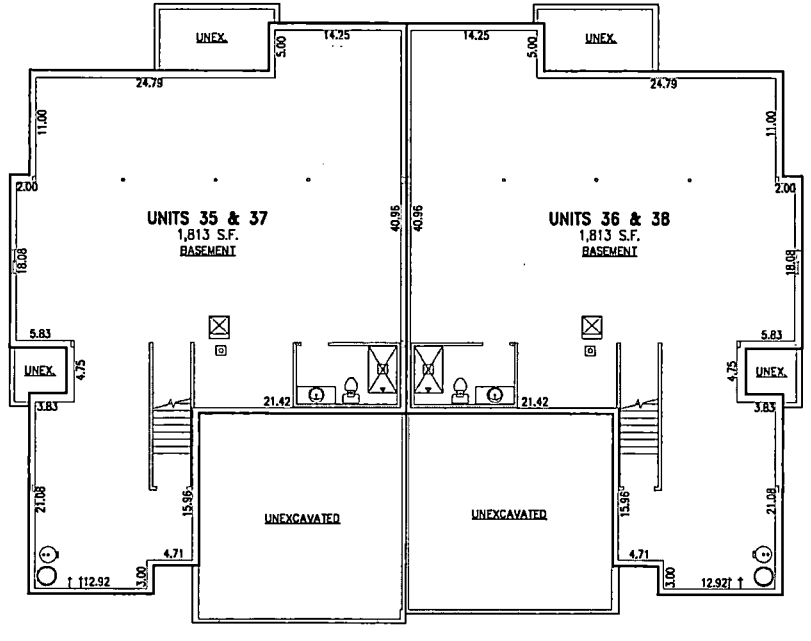
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

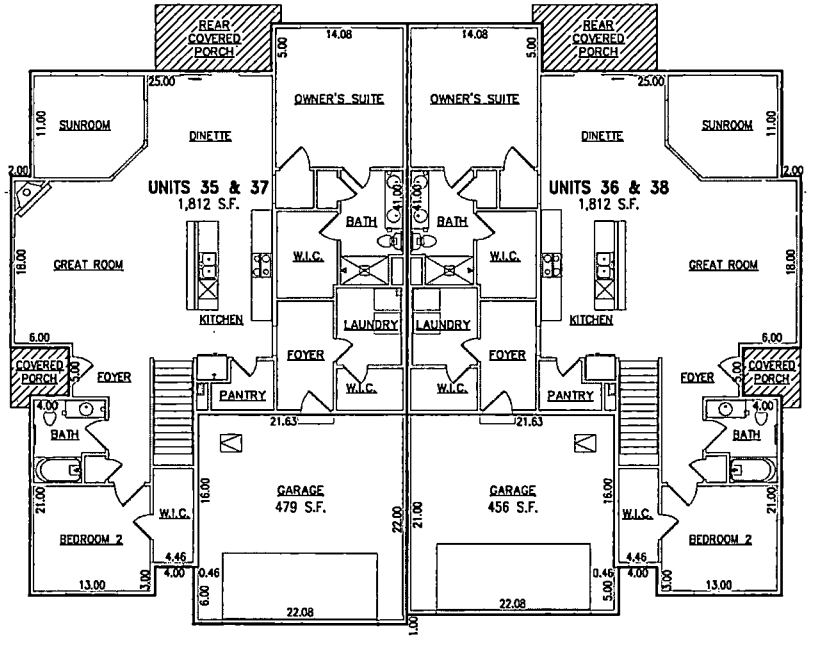
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDINGS 18 & 19
FOUNDATION PLAN



BUILDINGS 18 & 19
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 8/5/24

X:\2022\22-049-953-Olympia for NOI\Drawings\Survey\PLATS\Condo Plat\550CPL02.dwg

1st ADDENDUM TO CONDOMINIUM PLAT
OF

THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

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CIVIL ENGINEERING
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WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

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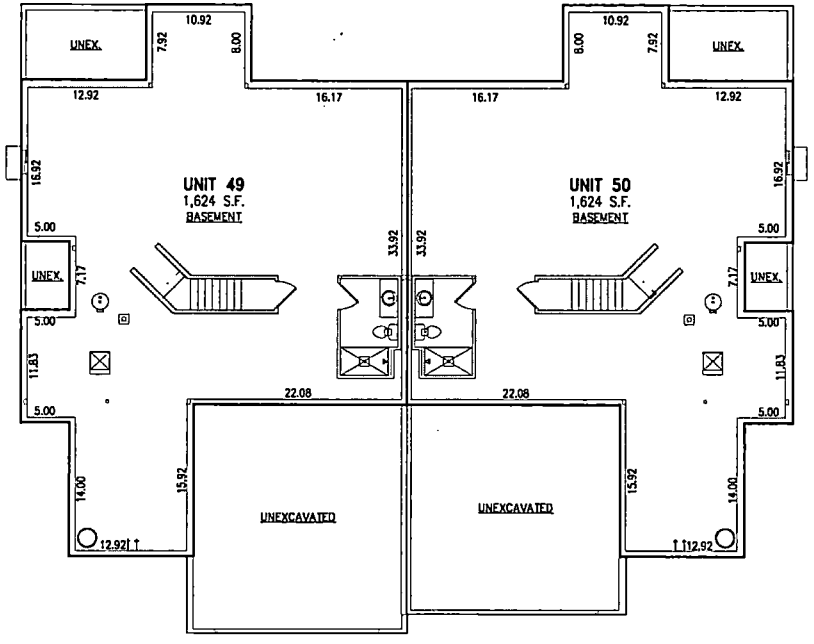
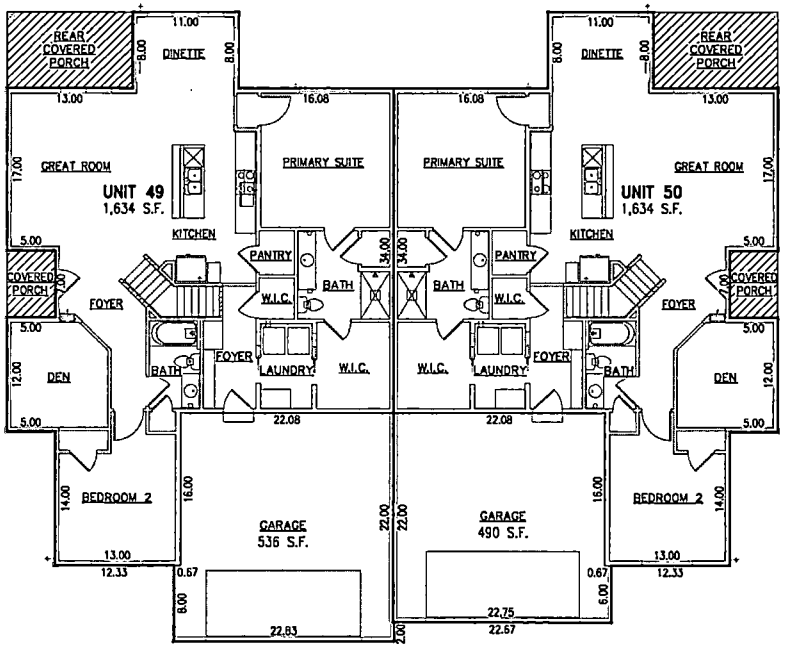
BUILDING 25
FOUNDATION PLAN



BUILDING 25
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 8/5/24

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EXHIBIT "C"

LEGAL DESCRIPTION OF THE 1st ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

EXHIBIT "C"

1st ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

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Thence North 64°50'49" East, 105.70 feet to a point; Thence South 88°03'54" East, 48.13 feet to a point; Thence South 68°40'43" East, 14.19 feet to a point; Thence South 07°14'20" West, 152.58 feet to a point on the North line of Lot 37 of said "Olde Highlander" Subdivision; Thence South 47°42'00" West and along the Northwest line of said Lot 37, 120.59 feet to a point on the said East Right-of-Way line of said "Olde Highlander Drive"; Thence Northwesterly 118.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°54'52", and whose chord bears North 20°31'06" West, 117.27 feet to a point of tangency; Thence North 05°03'40" West and along the said East Right-of-Way line, 84.88 feet the point of beginning of this description.

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LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 143.86 feet to a point; Thence North 80°28'15" West, 201.64 feet to a point; Thence North 04°23'12" East, 135.19 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence South 31°50'47" West, 183.85 feet to a point on the Northeast line of Lot 43 of said "Olde Highlander" Subdivision; Thence North 64°10'07" West and along the said Northeast line of said Lot 43, 50.83 feet to a point; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 92.82 feet to a point; Thence North 85°46'35" West and along the North line of Lots 39, 40 and 41 of said "Olde Highlander" Subdivision, 232.38 feet to a point; Thence North 67°21'46" West and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence North 07°14'20" East, 152.58 feet to a point; Thence South 68°40'43" East, 89.82 feet to a point; Thence South 79°05'39" East, 112.02 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet the point of beginning of this description.

Said Parcel contains 463,262 Square Feet (or 10.6350 Acres) of land, more or less.

13

4808522

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

March 13, 2025 02:32 PM
James R Behrend
Register of Deeds
13 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Document Number	**AMENDMENT NO. 2 TO THE DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM** Document Title

Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLDE HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

PIN: OCOC0609994013

AMENDMENT NO. 2 TO THE CONDOMINIUM DECLARATION FOR THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

This Amendment No.2 to the Condominium Declaration for The Reserve at Olde Highlander Condominium is made this 10th day of March, 2025, by Olde Highlander LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on July 23rd, 2024, the Declarant executed the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 26th, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4776548; and

WHEREAS, on October 14th, 2024, the Declarant executed Amendment #1 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on October 21st, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4789361; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Reserve at Olde Highlander Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Reserve at Olde Highlander Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by Sixteen (16) (1/16).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 2, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 2:

Building # 23

Unit #	Address
45	**847 Stirling Drive**
46	**845 Stirling Drive**

Building # 24

Unit #	Address
47	**843 Stirling Drive**
48	**841 Stirling Drive**

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 2 to be executed as of the date set forth above

OLDE HIGHLANDER LLC,
a Wisconsin limited liability company

By:_____
Bryan Lindgren, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 12th day of March, 2025 the above named Bryan Lindgren, of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Ryan Fritsch
Notary Public, State of Wisconsin
My Commission expires: 3/4/2029

CONSENT OF MORTGAGE HOLDER

Citizens Bank, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: March 11, 2025

Citizens Bank

By: _____
BRETT A. ENGELKING
Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 11th day of March, 2025, the above named Brett A Engelking, Senior Vice President of Citizens Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jessica Tess

Print Name: Jessica Tess
Notary Public, State of Wisconsin
My Commission expires: 09-29-2027

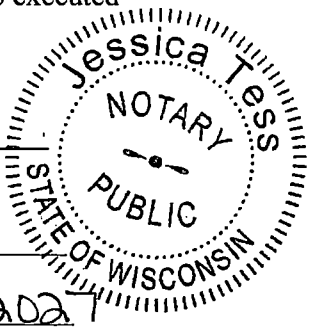


EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

REGISTER OF DEEDS

2nd ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NORTH

GRAPHIC SCALE: 1"=100'
0 100 200

NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

DECLARANT:
OLDE HIGHLANDER, LLC

INDICATES LIMITED COMMON ELEMENTS

CURVE TABLE:

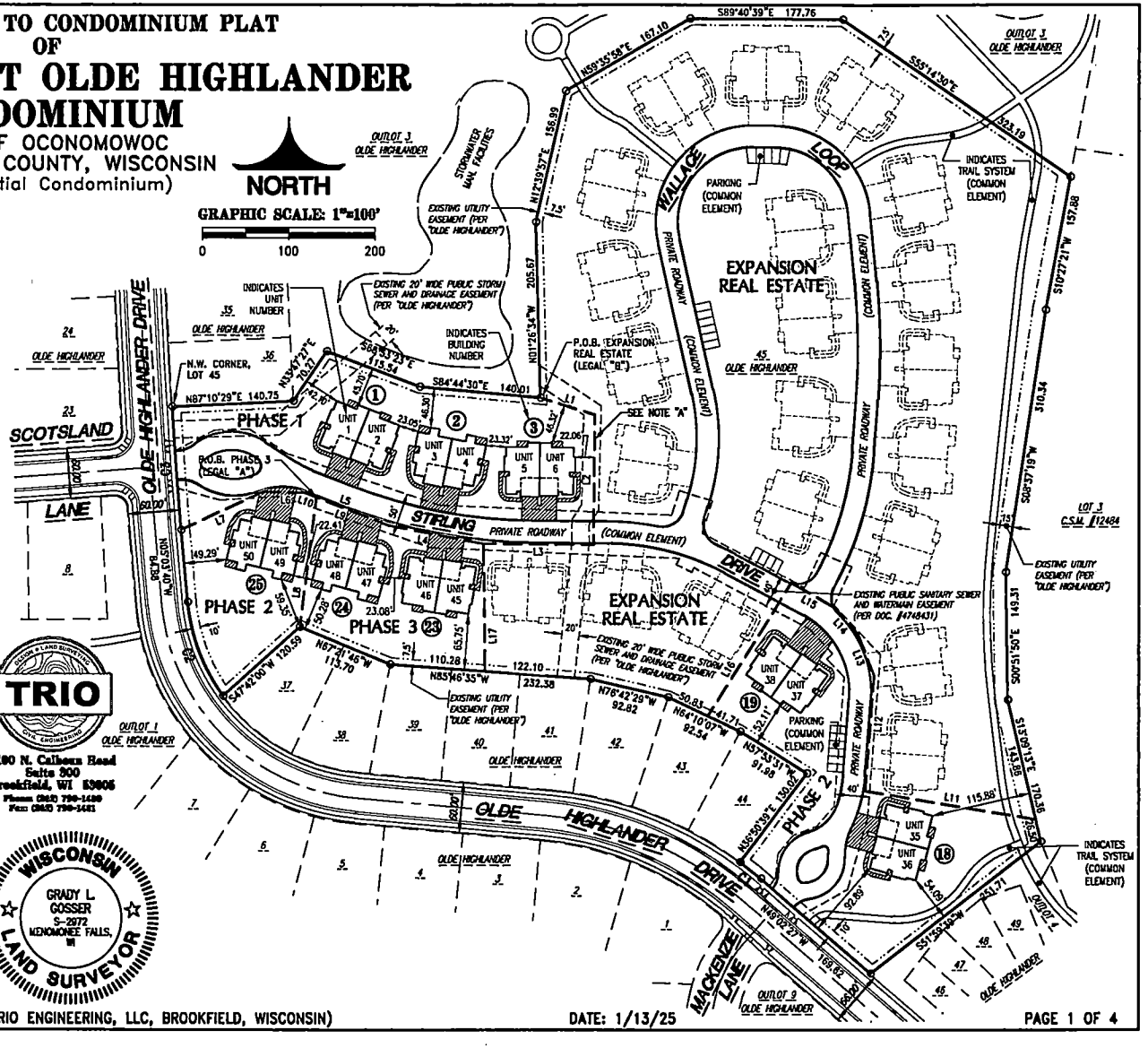
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W

NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 3 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.

TRIO
4180 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN) DATE: 1/13/25

A:\2022\22-069-R&S-Olympia for MDI\Drawings\Survey\PLATS\Condo Plat\SSOPLAT.dwg

2nd ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 3):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears South 04°13'47" East, 144.24 feet to a point; Thence North 64°50'49" East, 105.70 feet to a point; Thence South 88°03'54" East, 48.13 feet to a point; Thence South 68°40'43" East, 14.19 feet to the place of beginning of lands hereinafter described;

Continuing thence South 68°40'43" East, 89.82 feet to a point; Thence South 79°05'39" East, 112.02 feet to a point; Thence South 0°46'53" East, 149.41 feet to a point on the North line of Lot 40 of said "Olde Highlander" Subdivision; Thence North 85°46'35" West and along the North line of said Lot 40 and then Lot 39, 110.28 feet to a point; Thence North 67°21'46" West and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivison, 113.70 feet to a point; Thence North 7°14'20" East, 152.58 feet the point of beginning of this description.

Said Parcel contains 32,247 Square Feet (or 0.7403 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'
L17	N0°46'53"W	149.41'

WISCONSIN
GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI
LAND SURVEYOR

LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

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Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 143.86 feet to a point; Thence North 80°28'15" West, 201.64 feet to a point; Thence North 04°23'12" East, 135.19 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence South 31°50'47" West, 183.85 feet to a point on the Northeast line of Lot 43 of said "Olde Highlander" Subdivision; Thence North 64°10'07" West and along the said Northeast line of said Lot 43, 50.83 feet to a point; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 92.82 feet to a point; Thence North 85°46'35" West and along the North line of Lots 40 and 41 of said "Olde Highlander" Subdivision, 122.10 feet to a point; Thence North 00°46'53" West, 149.41 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 431,014 Square Feet (or 9.8947 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 10th day of JANUARY, 2025.

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

2nd ADDENDUM TO CONDOMINIUM PLAT
OF

THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

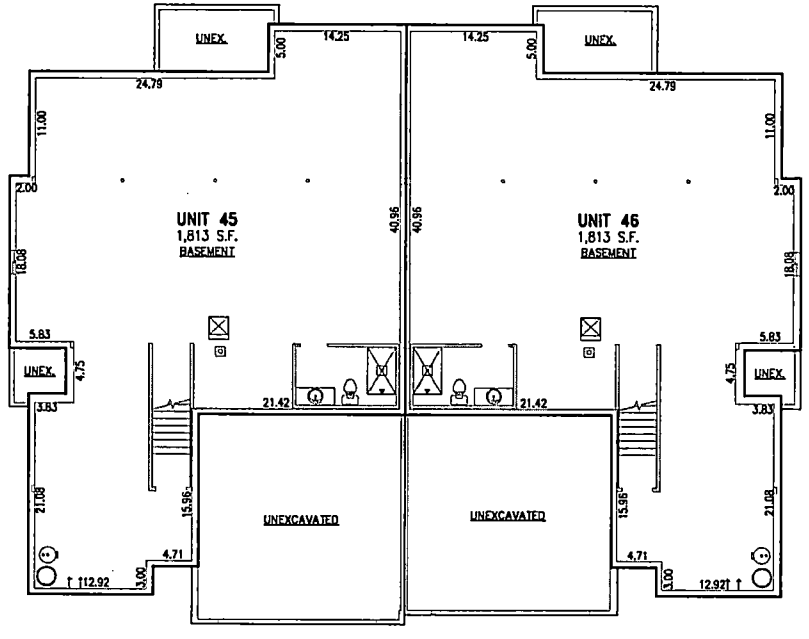
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

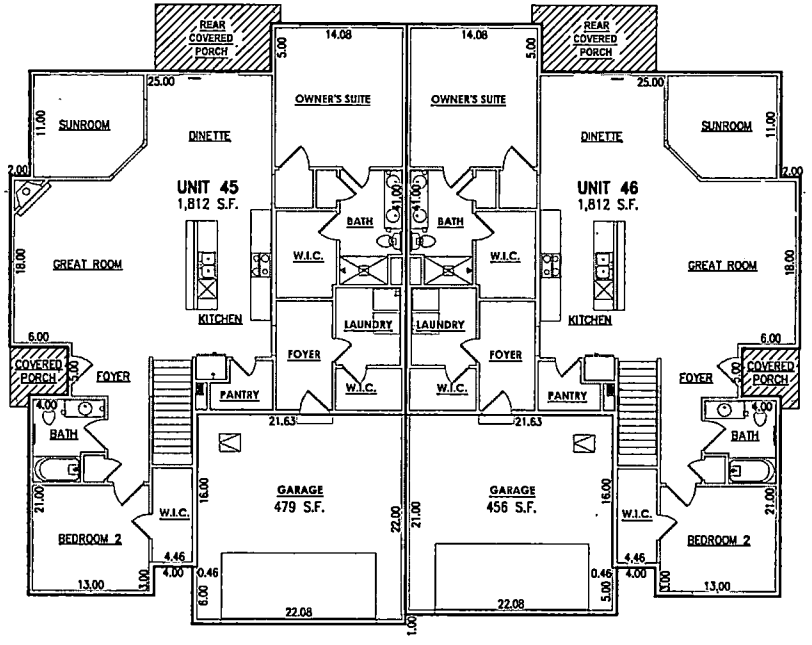
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 23
FOUNDATION PLAN



BUILDINGS 23
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 1/13/25

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2nd ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
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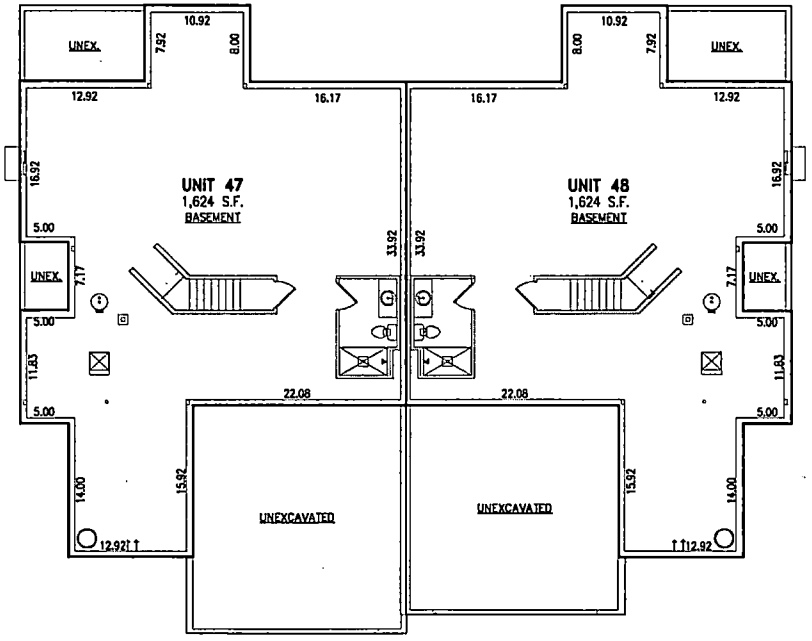
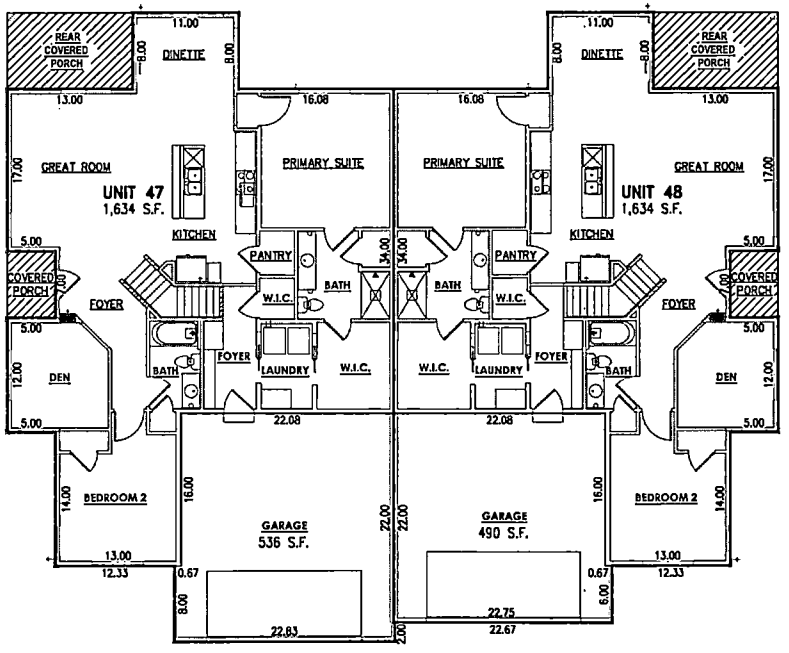
BUILDING 24
FOUNDATION PLAN



BUILDING 24
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 1/13/25

EXHIBIT "C"

LEGAL DESCRIPTION OF THE 2nd ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

EXHIBIT "C"

2nd ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

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LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 143.86 feet to a point; Thence North 80°28'15" West, 201.64 feet to a point; Thence North 04°23'12" East, 135.19 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 41°01'23" West, 41.25

feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence South 31°50'47" West, 183.85 feet to a point on the Northeast line of Lot 43 of said "Olde Highlander" Subdivision; Thence North 64°10'07" West and along the said Northeast line of said Lot 43, 50.83 feet to a point; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 92.82 feet to a point; Thence North 85°46'35" West and along the North line of Lots 40 and 41 of said "Olde Highlander" Subdivision, 122.10 feet to a point; Thence North 00°46'53" West, 149.41 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 431,014 Square Feet (or 9.8947 Acres) of land, more or less.

Electronically Recorded
4842067
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:10/16/2025 8:50:32 AM
Total Fee: $30.00 Page(s): 5
Transfer Tax: $0.00

AFFIDAVIT OF CORRECTION

Document Number

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

AFFIANT, Olde Highlander LLC, hereby swears or affirms that a certain document which was titled as follows: 3rd Addendum to Condominium Plat of The Reserve at Olde Highlander Condominium, recorded on the 11th day of September, 2025 in book 9, pages 122-125, as document number 4836387 and was recorded in Waukesha, County, State of Wisconsin contained the following error (if more space is need, please attached addendum): **Legal description "A" was incorrect. It was missing "Lot 37" in line 9**

Recording Area

Attn: Eric Obarski
Olde Highlander LLC
N27W24025 Paul Ct.
Pewaukee, WI 53072

OCOC0609045007
Parcel Identification Number

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows:

Line 9 of legal description "A" (Phase 4) should read: 117.27 feet to a point; Thence North 47° 42'00" East and along the Northwest line of Lot 37 of said "Olde Highlander" Subdivision , 120.59 feet to a point;

Dated: 10-15-25

Olde Highlander, LLC

By: Bryan Lindgren, President, Neumann Developments, Inc., sole member

State of Wisconsin)
)
County of WAUKESHA)

Subscribed and sworn to (or affirmed) before me this 15th day of October, 2025

- Ryan Fritsch
Notary Public, State of Wisconsin

My commission (expires) (is): 3/4/2029

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

AFFIANT is the (check one):

☐ Drafter of the document being corrected.
☐ Owner of the property described in the document being corrected
X Other - Explain

Grantor of the Property

This is drafted by: Eric Obarsk, Neumann Developments, Inc.

122

REGISTER OF DEEDS

4836387

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
September 11, 2025 03:15 PM
James R Behrend
Register of Deeds
4 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book 9 Page 122-125

3rd ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NORTH

GRAPHIC SCALE: 1"=100'
0 100 200

NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

DECLARANT:
OLDE HIGHLANDER, LLC

INDICATES LIMITED COMMON ELEMENTS

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W

NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 4 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.

TRIO
4100 N. Calhoun Road
Suite 200
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI 4/10/25 WISCONSIN LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 4/10/25

X:\2021\21-049-853-Olympia Inc NEW\Drawings\Survey\PLATS\Condo Plat\3RDCPL04.dwg

Exhibit 4
Internet Copy, For reference only, not for re-sale.
Poor Copy

123

Internet Copy. For reference only, not for re-sale.

3rd ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 4):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears South 04°13'47" East, 144.24 feet to a point of tangency; Thence South 05°03'40" East and along the said East Right-of-Way line, 84.88 feet to a point of curvature; Thence Southeasterly 118.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°54'52", and whose chord bears South 20°31'06" East, 117.27 feet to a point; Thence North 47°42'00" East and along the Northwest line of said "Olde Highlander" Subdivision, 120.59 feet to a point; Thence South 67°21'46" East and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence South 85°46'35" East and along the North line of Lots 39, 40 and 41 of said "Olde Highlander" Subdivision, 232.38 feet to a point; Thence South 76°42'29" East and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 58.99 feet to the place of beginning of lands hereinafter described;

Thence North 17°52'04" East, 197.88 feet to a point; Thence South 81°37'42" East, 130.66 feet to a point; Thence South 31°50'47" West, 183.85 feet to a point on the Northeast line of Lot 43 of said "Olde Highlander" Subdivision; Thence North 64°10'07" West and along the said Northeast line of said Lot 43, 50.83 feet to a point; Thence North 76°42'29" West and along the said Northeast line of said Lot 42 of said "Olde Highlander" Subdivision, 33.83 feet the point of beginning of this description.

Said Parcel contains 20,119 Square Feet (or 0.4619 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 4):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 35°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to the place of beginning of lands hereinafter described;

Continuing thence South 13°09'13" East and along the said West line of said Lot 3, 132.36 feet to a point; Thence North 80°28'15" West, 201.64 feet to a point, Thence North 04°23'12" East, 95.65 feet to a point; Thence North 89°57'03" East, 161.42 feet the point of beginning of this description.

Said Parcel contains 20,009 Square Feet (or 0.4593 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'
L17	N0°46'53"W	149.41'
L18	S89°57'03"W	161.42'
L19	N61°37'42"W	130.66'
L20	S17°52'04"W	197.88'
L21	N4°23'12"E	95.65'
L22	N4°23'12"E	39.54'

LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing of the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 35°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence North 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to a point; Thence South 89°57'03" West, 161.42 feet to a point; Thence North 04°23'12" East, 39.54 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence North 61°37'42" West, 130.66 feet to a point; Thence South 17°52'04" West, 197.88 feet to a point on the Northeast line of Lot 42 of said "Olde Highlander" Subdivision; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 58.99 feet to a point; Thence North 85°46'35" West and along the North line of Lots 40 and 41 of said "Olde Highlander" Subdivision, 122.10 feet to a point; Thence North 00°46'53" West, 149.41 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 86.09 feet to the point of beginning of this description.

Said Parcel contains 390,866 Square Feet (or 8.9735 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 10th day of APRIL, 2025.

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

Grady L. Gosser 4/10/25
Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

DATE: 4/10/25

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

3rd ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

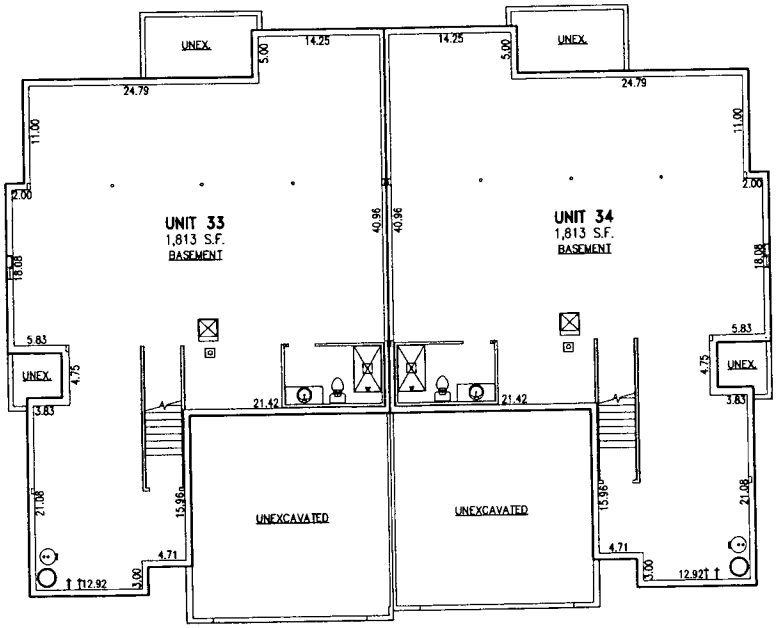
WISCONSIN
GRADY L GOSSER
S-2972
MENOMONEE FALLS, WI
4/14/25
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

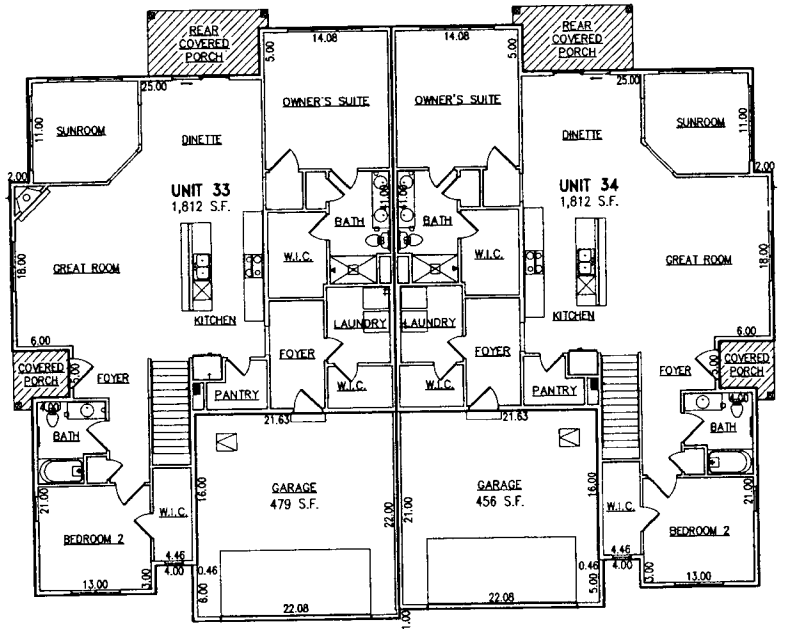
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 17
FOUNDATION PLAN



BUILDINGS 17
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 4/10/25

Internet Copy, For reference only, not for re-sale.

X:\2022\22-049-853-Olympia for MDA\Drawings\Survey\PLATS\Condo Plat\GOOP104.dwg

125

3rd ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

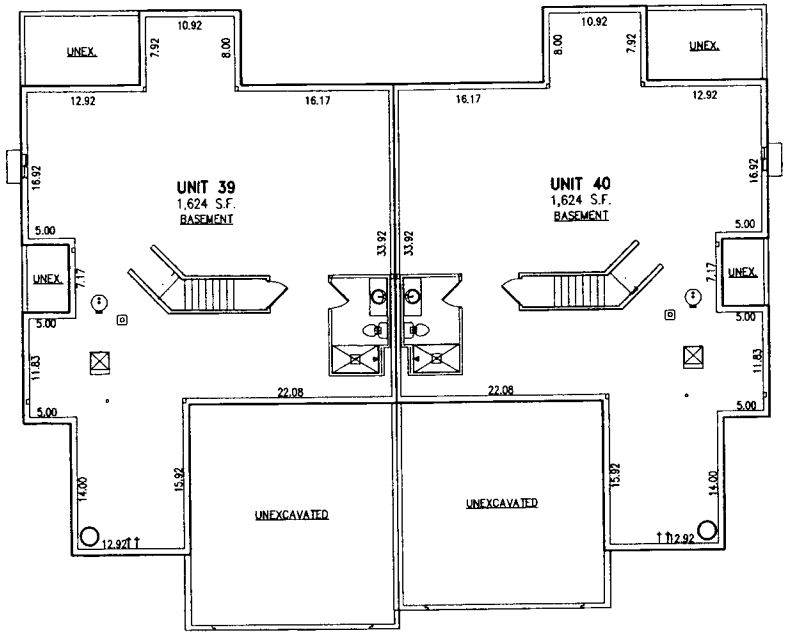
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
4/10/25
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

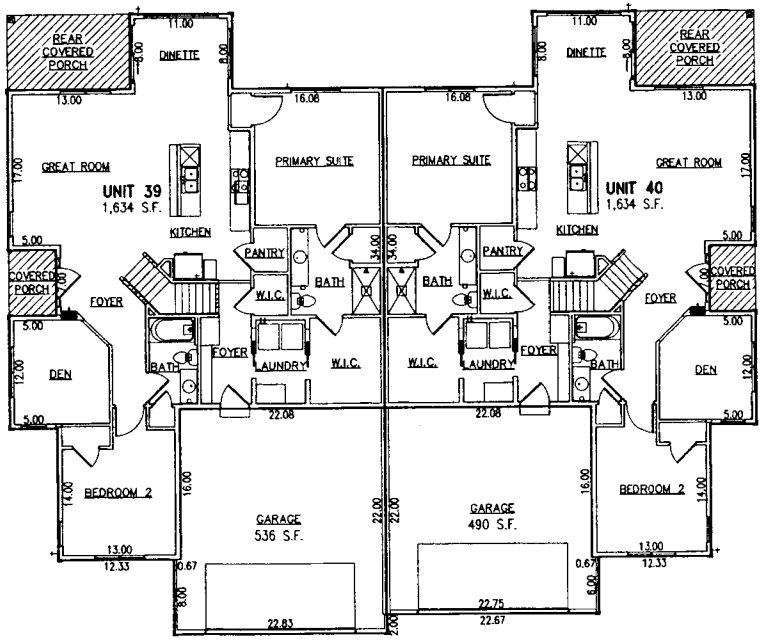
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 20
FOUNDATION PLAN



BUILDING 20
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 4/10/25

Internet Copy, For reference only, not for re-sale.

13

4836386

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

September 11, 2025 03:15 PM
James R Behrend
Register of Deeds

13 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -



Document Number	**AMENDMENT NO. 3 TO THE DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM** Document Title

Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLDE HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

PIN: OCOC0609994013

AMENDMENT NO. 3 TO THE CONDOMINIUM DECLARATION FOR THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

This Amendment No.3 to the Condominium Declaration for The Reserve at Olde Highlander Condominium is made this 10th day of September, 2025, by Olde Highlander LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on July 23rd, 2024, the Declarant executed the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 26th, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4776548; and

WHEREAS, on October 14th, 2024, the Declarant executed Amendment #1 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on October 21st, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4789361; and

WHEREAS, on March 10th, 2025, the Declarant executed Amendment #2 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on March 13th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4808522; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Reserve at Olde Highlander Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Reserve at Olde Highlander Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by Twenty (20) (1/20).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 3, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 3:

Building # 17

Unit #	Address
33	**932 Stirling Drive**
34	**934 Stirling Drive**

Building # 20

Unit #	Address
39	**859 Stirling Drive**
40	**857 Stirling Drive**

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 3 to be executed as of the date set forth above

OLDE HIGHLANDER LLC,

a Wisconsin limited liability company

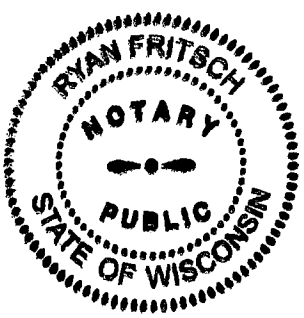
By: _____

Bryan Lindgren, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 10th day of September, 2025 the above named Bryan Lindgren, of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____

Print Name: Ryan Fritsch

Notary Public, State of Wisconsin

My Commission expires: 3/4/2029

CONSENT OF MORTGAGE HOLDER

Citizens Bank, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: September 10, 2025

Citizens Bank

By: _____

Print Name & Title: Brett A. Engelking, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 10th day of September, 2025, the above named Brett A Engelking of Citizens Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Print Name: Bailey Beverage
Notary Public, State of Wisconsin
My Commission expires: 10/04/2025

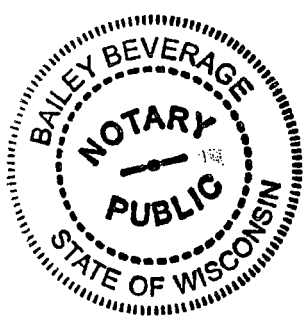


EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

"REGISTER OF DEEDS"

3rd ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NORTH

GRAPHIC SCALE: 1"=100'

0 100 200

NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

DECLARANT:
OLDE HIGHLANDER, LLC

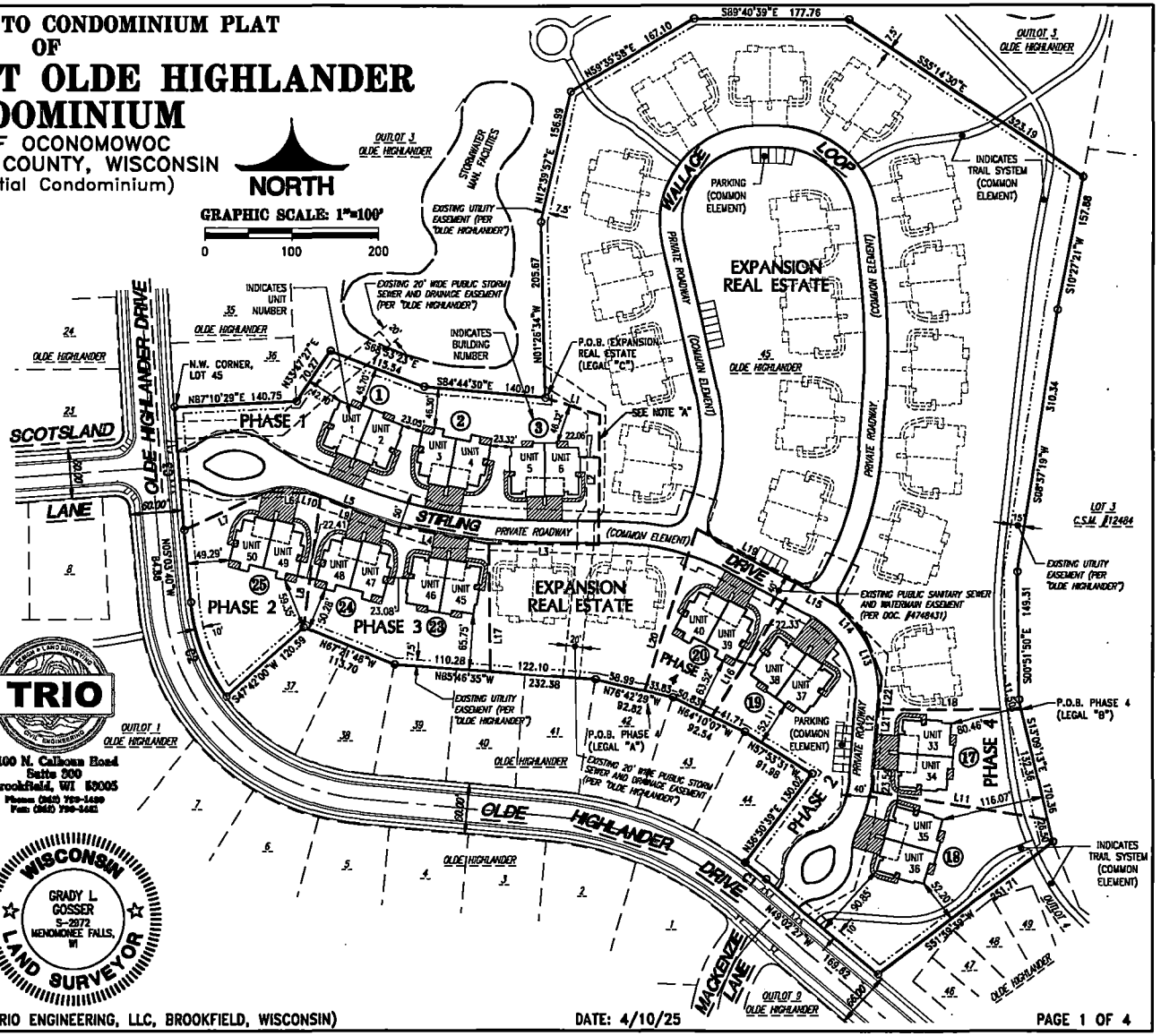
INDICATES LIMITED COMMON ELEMENTS

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W

NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 4 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.



TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005

WISCONSIN LAND SURVEYOR
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 4/10/25

X:\2022\22-049-953-Olympia for NOI\Drawings\Survey\PLATS\Condo Plat\550CPL04.dwg

3rd ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 4):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears South 04°13'47" East, 144.24 feet to a point of tangency; Thence South 05°03'40" East and along the said East Right-of-Way line, 84.88 feet to a point of curvature; Thence Southeasterly 118.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°54'52", and whose chord bears South 20°31'06" East, 117.27 feet to a point; Thence North 47°42'00" East and along the Northwest line of said "Olde Highlander" Subdivision, 120.59 feet to a point; Thence South 67°21'46" East and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence South 85°46'35" East and along the North line of Lots 39, 40 and 41 of said "Olde Highlander" Subdivision, 232.38 feet to a point; Thence South 76°42'29" East and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 58.99 feet to the place of beginning of lands hereinafter described;

Thence North 17°52'04" East, 197.88 feet to a point; Thence South 61°37'42" East, 130.66 feet to a point; Thence South 31°50'47" West, 183.85 feet to a point on the Northeast line of Lot 43 of said "Olde Highlander" Subdivision; Thence North 64°10'07" West and along the said Northeast line of said Lot 43, 50.83 feet to a point; Thence North 76°42'29" West and along the said Northeast line of said Lot 42 of said "Olde Highlander" Subdivision, 33.83 feet the point of beginning of this description.

Said Parcel contains 20,119 Square Feet (or 0.4619 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 4):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to the place of beginning of lands hereinafter described;

Continuing thence South 13°09'13" East and along the said West line of said Lot 3, 132.36 feet to a point; Thence North 80°28'15" West, 201.64 feet to a point; Thence North 04°23'12" East, 95.65 feet to a point; Thence North 89°57'03" East, 161.42 feet the point of beginning of this description.

Said Parcel contains 20,009 Square Feet (or 0.4593 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'
L17	N0°46'53"W	149.41'
L18	S89°57'03"W	161.42'
L19	N61°37'42"W	130.66'
L20	S17°52'04"W	197.88'
L21	N4°23'12"E	95.65'
L22	N4°23'12"E	39.54'

LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to a point; Thence South 89°57'03" West, 161.42 feet to a point; Thence North 04°23'12" East, 39.54 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence North 61°37'42" West, 130.66 feet to a point; Thence South 17°52'04" West, 197.88 feet to a point on the Northeast line of Lot 42 of said "Olde Highlander" Subdivision; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 58.99 feet to a point; Thence North 85°46'35" West and along the North line of Lots 40 and 41 of said "Olde Highlander" Subdivision, 122.10 feet to a point; Thence North 00°46'53" West, 149.41 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 390,888 Square Feet (or 8.9735 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 10th day of APRIL, 2025.



Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

3rd ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

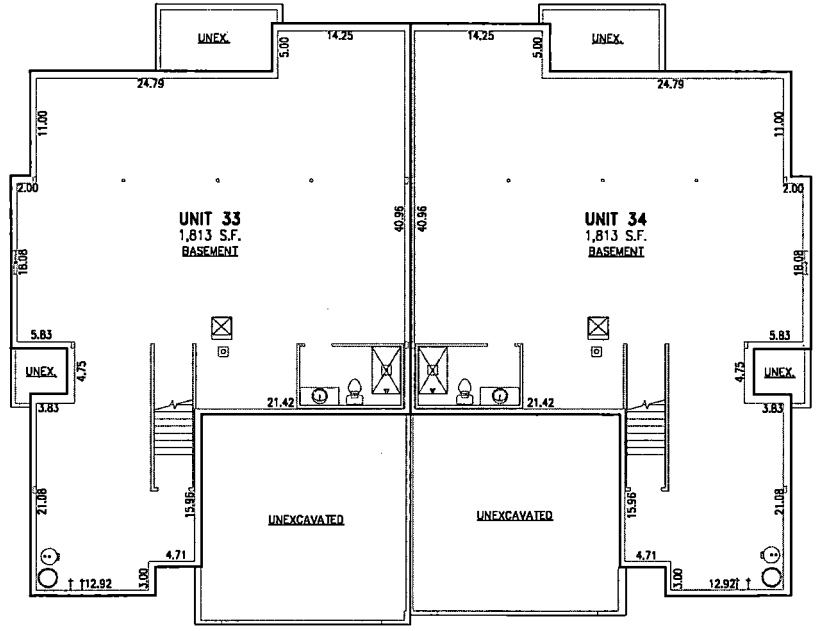
WISCONSIN
GRADY L GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

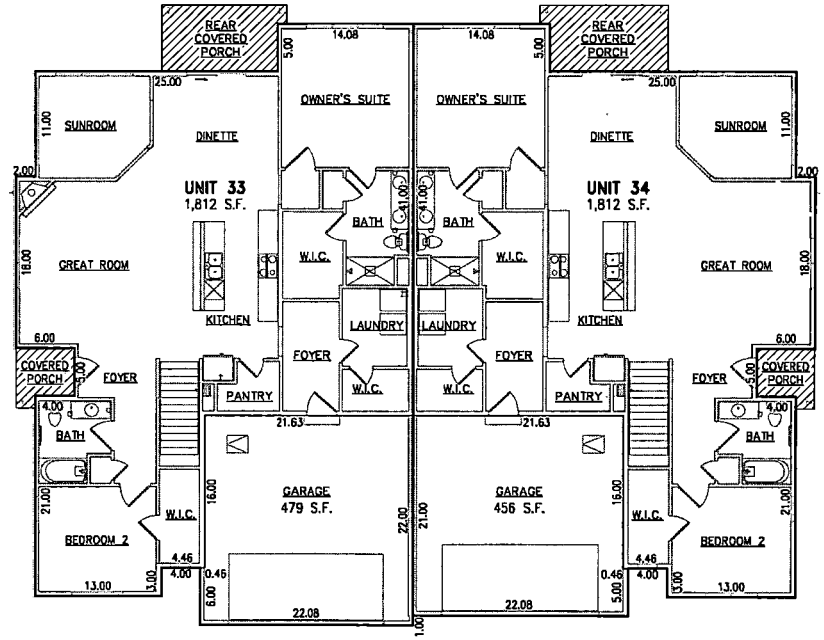
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 17
FOUNDATION PLAN



BUILDINGS 17
FIRST FLOOR PLAN



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3rd ADDENDUM TO CONDOMINIUM PLAT
OF

THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

INDICATES LIMITED COMMON ELEMENTS

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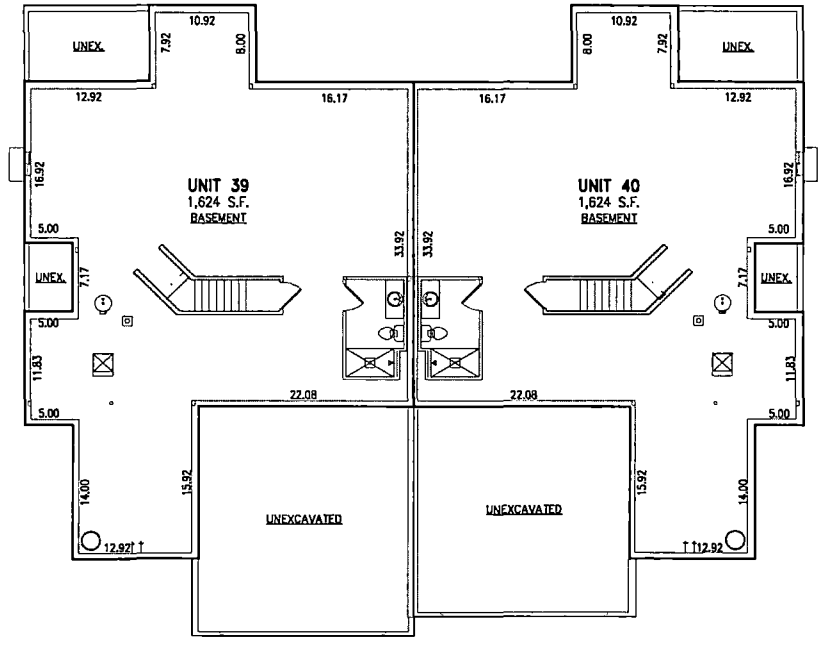
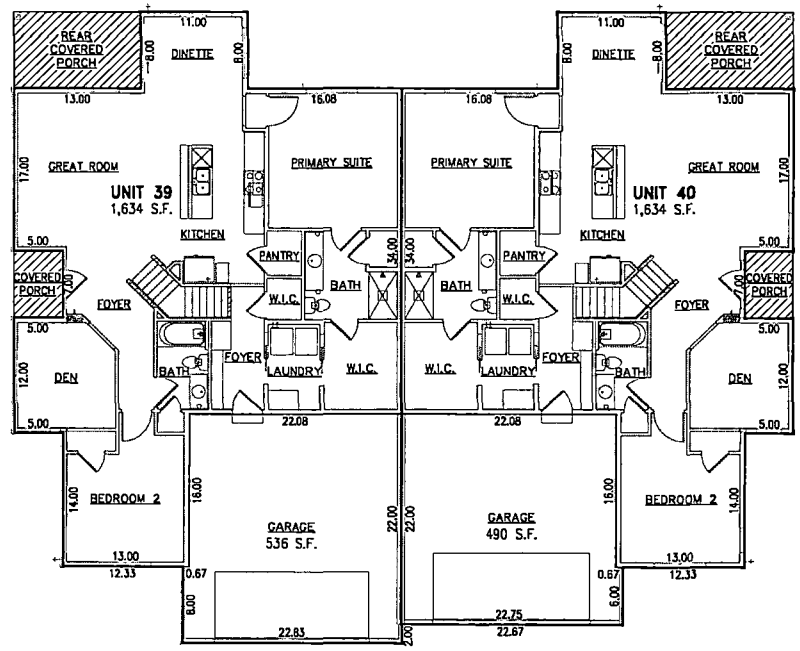
BUILDING 20
FOUNDATION PLAN



BUILDING 20
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 4/10/25

X:\2022\22-049-253-Olympic for HOA\Drawings\Survey\PLATS\Condo Plat\SSOCP104.dwg

EXHIBIT "C"

LEGAL DESCRIPTION OF THE 3rd ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

EXHIBIT "C"

3rd ADDENDUM TO CONDOMINIUM PLAT
OF
"THE RESERVE AT OLDE HIGHLANDER"

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Thence North 17°52'04" East, 197.88 feet to a point; Thence South 61°37'42" East, 130.66 feet to a point; Thence South 31°50'47" West, 183.85 feet to a point on the Northeast line of Lot 43 of said "Olde Highlander" Subdivision; Thence North 64°10'07" West and along the said Northeast line of said Lot 43, 50.83 feet to a point; Thence North 76°42'29" West and along the said Northeast line of said Lot 42 of said "Olde Highlander" Subdivision, 33.83 feet the point of beginning of this description.

Said Parcel contains 20,119 Square Feet (or 0.4619 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 4):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

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149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to the place of beginning of lands hereinafter described;

Continuing thence South 13°09'13" East and along the said West line of said Lot 3, 132.36 feet to a point; Thence North 80°28'15" West, 201.64 feet to a point; Thence North 04°23'12" East, 95.65 feet to a point; Thence North 89°57'03" East, 161.42 feet the point of beginning of this description.

Said Parcel contains 20,009 Square Feet (or 0.4593 Acres) of land, more or less.

LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to a point; Thence South 89°57'03" West, 161.42 feet to a point; Thence North 04°23'12" East, 39.54 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence North 61°37'42" West, 130.66 feet to a point; Thence South 17°52'04" West, 197.88 feet to a point on the Northeast line of Lot 42 of said "Olde Highlander" Subdivision; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 58.99 feet to a point; Thence North 85°46'35" West and along the North line of Lots 40 and 41 of said "Olde Highlander" Subdivision, 122.10 feet to a point; Thence North 00°46'53" West, 149.41 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 151.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 390,886 Square Feet (or 8.9735 Acres) of land, more or less.

Document Number	AMENDMENT NO. 4 TO THE DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM Document Title

4847487

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 17, 2025 09:31 AM
James R Behrend
Register of Deeds

13 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -



Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLDE HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

PIN: OCOC0609994013

AMENDMENT NO. 4 TO THE CONDOMINIUM DECLARATION FOR THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

This Amendment No.4 to the Condominium Declaration for The Reserve at Olde Highlander Condominium is made this 13th day of November, 2025, by Olde Highlander LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on July 23rd, 2024, the Declarant executed the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 26th, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4776548; and

WHEREAS, on October 14th, 2024, the Declarant executed Amendment #1 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on October 21st, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4789361; and

WHEREAS, on March 10th, 2025, the Declarant executed Amendment #2 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on March 13th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4808522; and

WHEREAS, on September 10th, 2025, the Declarant executed Amendment #3 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on September 11th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4836386; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Reserve at Olde Highlander Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Reserve at Olde Highlander Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by Twenty-Six (26) (1/26).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 4, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 4:

Building # 16

Unit #	Address
31	928 Stirling Drive
32	930 Stirling Drive

Building # 21

Unit #	Address
41	855 Stirling Drive
42	853 Stirling Drive

Building # 22

Unit #	Address
43	851 Stirling Drive
44	849 Stirling Drive

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 4 to be executed as of the date set forth above

OLDE HIGHLANDER LLC,

a Wisconsin limited liability company

By: _____

Bryan Lindgren, ~~Managing Member~~

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 14th day of November, 2025 the above named Bryan Lindgren, of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

_____

Print Name: Ryan Fritsch

Notary Public, State of Wisconsin

My Commission expires: 3/4/2029

CONSENT OF MORTGAGE HOLDER

Citizens Bank, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: November 13, 2025

Citizens Bank

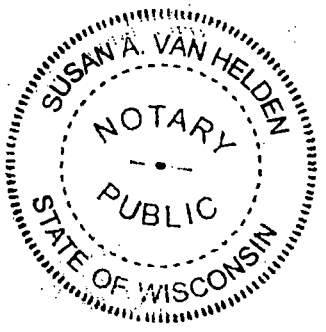
By: _____

Brett A Engelking, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 13th day of November, 2025, the above named Brett A Engelking, Senior Vice President of Citizens Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____

Print Name: Susan A. Van Helden
Notary Public, State of Wisconsin
My Commission expires: 10-3-2026

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

"REGISTER OF DEEDS"

4th ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NORTH

GRAPHIC SCALE: 1"=100'
0 100 200

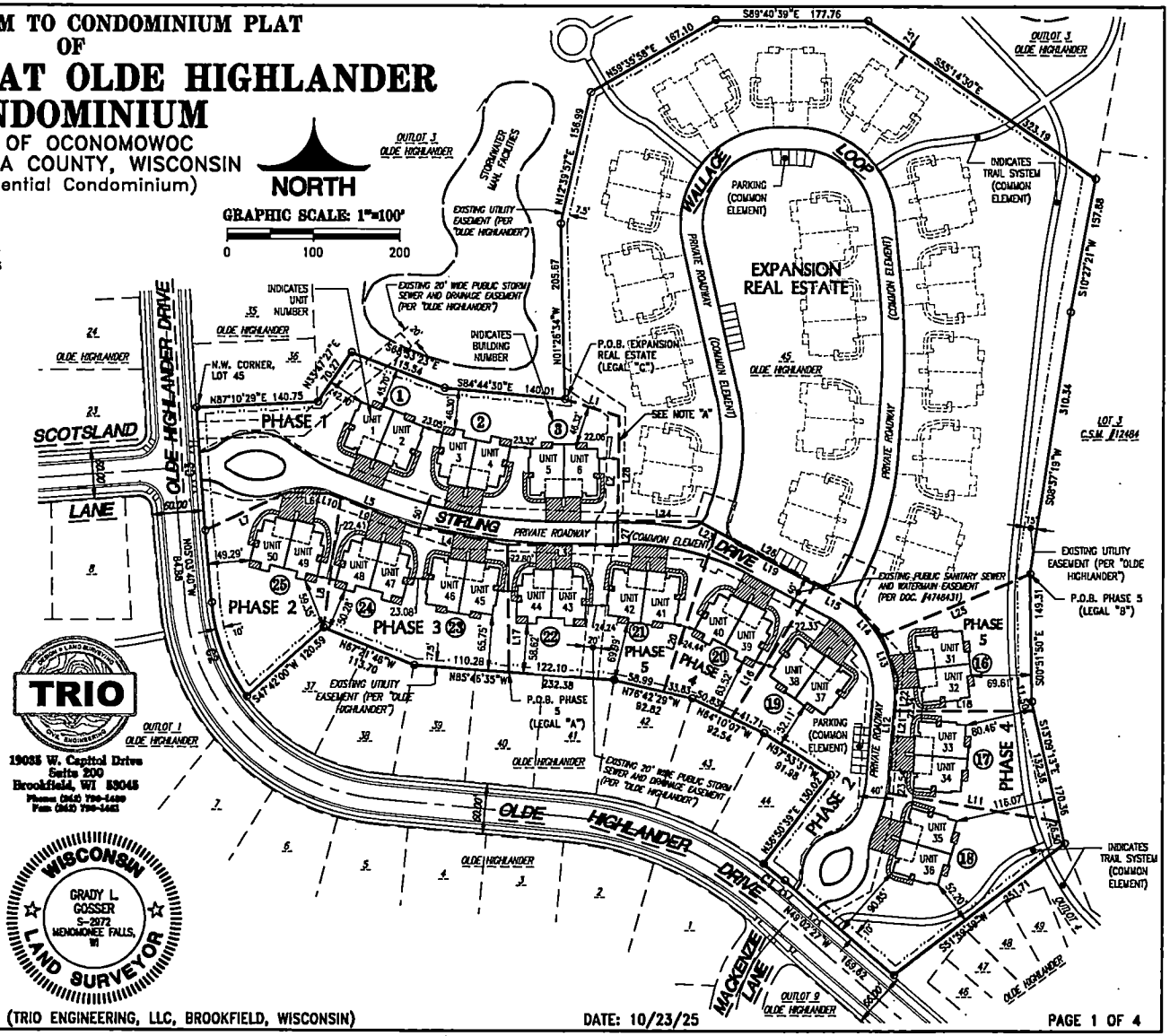
NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

DECLARANT:
OLDE HIGHLANDER, LLC

INDICATES LIMITED COMMON ELEMENTS

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W



NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 5 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.

TRIO
19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN LAND SURVEYOR
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/23/25

4th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 5):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'48", and whose chord bears South 04°13'47" East, 144.24 feet to a point of tangency; Thence South 05°03'40" East and along the said East Right-of-Way line, 84.88 feet to a point of curvature; Thence Southeasterly 118.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°54'52", and whose chord bears South 20°31'05" East, 117.27 feet to a point; Thence North 47°42'00" East and along the Northwest line of Lot 37 of said "Olde Highlander" Subdivision, 120.59 feet to a point; Thence South 67°21'46" East and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence South 85°46'35" East and along the North line of Lots 39 and 40 of said "Olde Highlander" Subdivision, 110.28 feet to the place of beginning of lands hereinafter described;

Thence North 00°46'53" West, 149.41 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 29.00 feet to a point; Thence South 89°30'35" East, 94.73 feet to a point; Thence South 61°37'42" East, 22.55 feet to a point; Thence South 17°52'04" West, 197.88 feet to a point; Thence North 75°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 58.99 feet. Thence North 85°46'35" West and along the North line of Lots 40 and 41 of "Olde Highlander" 122.10 feet to the point of beginning of this description.

Said Parcel contains 36,067 Square Feet (or 0.8280 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 5):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 310.34 feet to the place of beginning of lands hereinafter described;

Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to a point; Thence South 89°57'03" West, 161.42 feet to a point; Thence North 04°23'12" East, 39.54 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 67°07'22" East, 188.63 feet to the point of beginning of this description.

Said Parcel contains 20,465 Square Feet (or 0.4698 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'
L17	N0°46'53"W	149.41'
L18	S89°57'03"W	161.42'
L19	N61°37'42"W	130.66'
L20	S17°52'04"W	197.88'
L21	N4°23'12"E	95.65'
L22	N4°23'12"E	39.54'
L23	N61°37'42"W	22.55'
L24	N89°30'35"W	94.73'
L25	N67°07'22"E	186.63'
L26	N61°37'42"W	153.21'
L27	N00°33'11"E	29.00'
L28	N00°33'11"E	122.49'

LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 67°07'22" West, 188.63 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence North 61°37'42" West, 153.21 feet to a point; Thence North 89°30'35" West, 94.73 feet to a point; Thence North 00°33'11" East, 122.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 334,355 Square Feet (or 7.6757 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 23rd day of OCTOBER, 2025.

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/23/25

4th ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

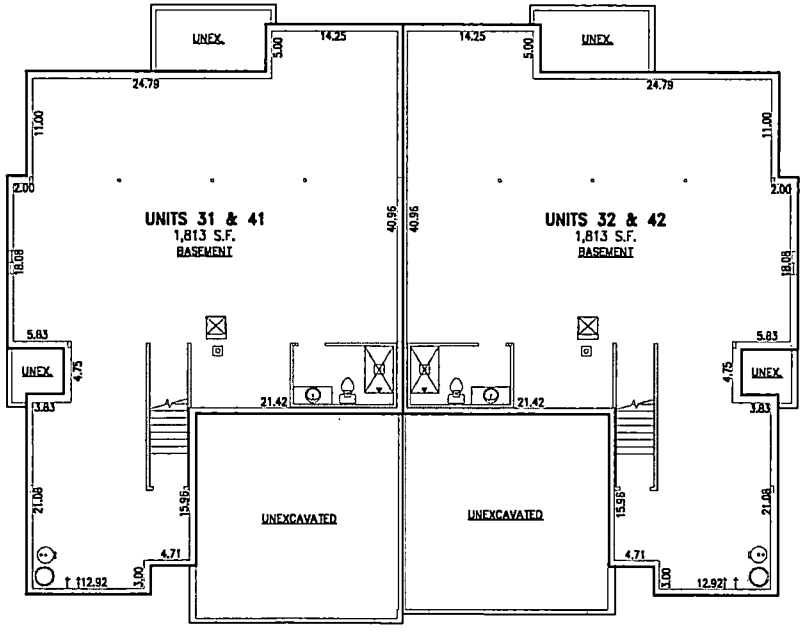
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

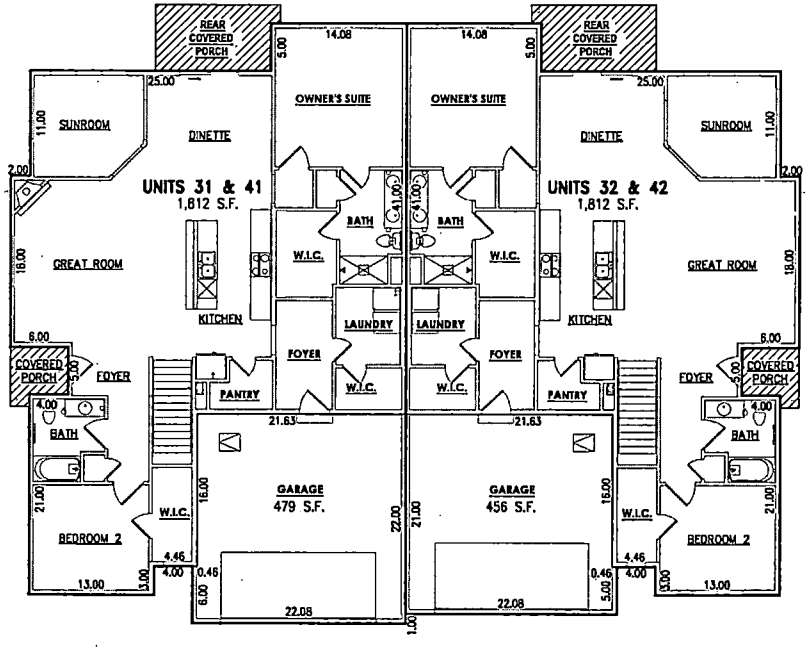
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDINGS 16 & 21
FOUNDATION PLAN



BUILDINGS 16 & 21
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/23/25

4th ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN LAND SURVEYOR
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI

BUILDING PLAN DETAIL SHEET

SCALE: 1" = 10'

INDICATES LIMITED COMMON ELEMENTS

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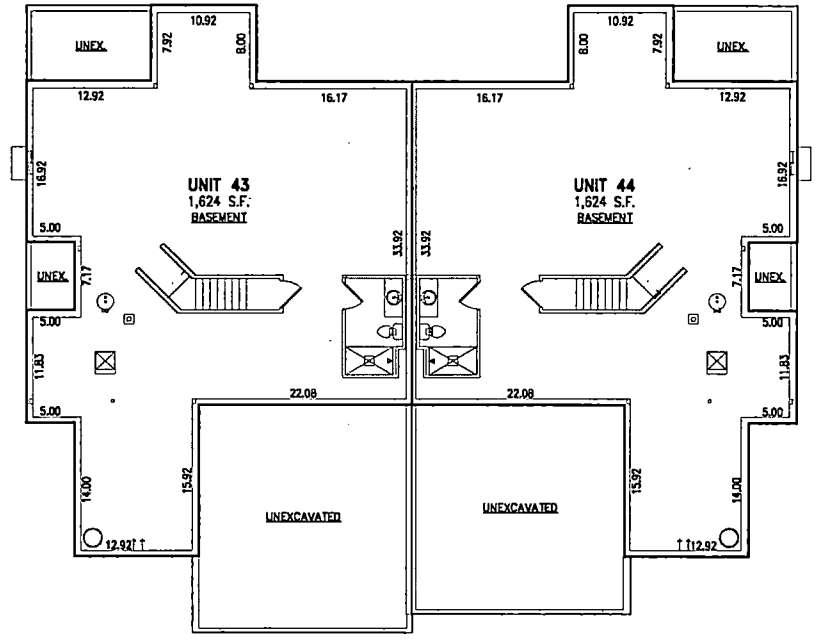
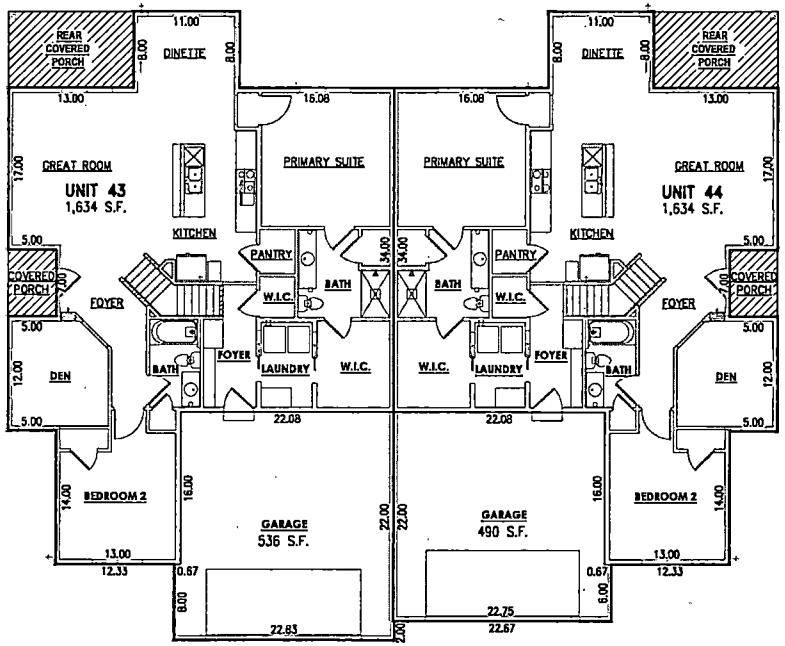
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 22 FOUNDATION PLAN



BUILDING 22 FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/23/25

EXHIBIT "C"

LEGAL DESCRIPTION OF THE 4th ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

EXHIBIT "C"

4TH ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

LEGAL DESCRIPTION "A" (PHASE 5):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence Southeasterly 144.24 feet along the East Right-of-Way line of "Olde Highlander Drive" and the arc of a curve, whose center lies to the Northeast, whose radius is 4,970.00 feet, whose central angle is 01°39'46", and whose chord bears South 04°13'47" East, 144.24 feet to a point of tangency; Thence South 05°03'40" East and along the said East Right-of-Way line, 84.88 feet to a point of curvature; Thence Southeasterly 118.70 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 30°54'52", and whose chord bears South 20°31'06" East, 117.27 feet to a point; Thence North 47°42'00" East and along the Northwest line of Lot 37 of said "Olde Highlander" Subdivision, 120.59 feet to a point; Thence South 67°21'46" East and along the Northeast line of Lots 37 and 38 of said "Olde Highlander" Subdivision, 113.70 feet to a point; Thence South 85°46'35" East and along the North line of Lots 39 and 40 of said "Olde Highlander" Subdivision, 110.28 feet to the place of beginning of lands hereinafter described;

Thence North 00°46'53" West, 149.41 feet to a point; Thence South 89°30'35" East, 127.08 feet to a point; Thence North 00°33'11" East, 29.00 feet to a point; Thence South 89°30'35" East, 94.73 feet to a point; Thence South 61°37'42" East, 22.55 feet to a point; Thence South 17°52'04" West, 197.88 feet to a point; Thence North 76°42'29" West and along the Northeast line of Lot 42 of said "Olde Highlander" Subdivision, 58.99 feet. Thence North 85°46'35" West and along the North line of Lots 40 and 41 of "Olde Highlander" 122.10 feet to the point of beginning of this description.

Said Parcel contains 36,067 Square Feet (or 0.8280 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 5):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West

line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to the place of beginning of lands hereinafter described;

Thence South 00°51'50" East and along the said West line of said Lot 3, 149.31 feet to a point; Thence South 13°09'13" East and along the said West line of said Lot 3, 11.50 feet to a point; Thence South 89°57'03" West, 161.42 feet to a point; Thence North 04°23'12" East, 39.54 feet to a point; Thence North 20°44'40" West, 52.02 feet to a point; Thence North 67°07'22" East, 186.63 feet to the point of beginning of this description.

Said Parcel contains 20,465 Square Feet (or 0.4698 Acres) of land, more or less.

LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 310.34 feet to a point; Thence South 67°07'22" West, 186.63 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 58.92 feet to a point; Thence North 61°37'42" West, 153.21 feet to a point; Thence North 89°30'35" West, 94.73 feet to a point; Thence North 00°33'11" East, 122.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 334,355 Square Feet (or 7.6757 Acres) of land, more or less.

4862124

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

February 24, 2026 02:17 PM
James R Behrend
Register of Deeds

12 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Document Number	**AMENDMENT NO. 5 TO THE DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM** Document Title

Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLDE HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

PIN: OCOC0609994013

AMENDMENT NO. 5 TO THE CONDOMINIUM DECLARATION FOR THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

This Amendment No.5 to the Condominium Declaration for The Reserve at Olde Highlander Condominium is made this 10th day of February, 2026, by Olde Highlander LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on July 23rd, 2024, the Declarant executed the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 26th, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4776548; and

WHEREAS, on October 14th, 2024, the Declarant executed Amendment #1 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on October 21st, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4789361; and

WHEREAS, on March 10th, 2025, the Declarant executed Amendment #2 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on March 13th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4808522; and

WHEREAS, on September 10th, 2025, the Declarant executed Amendment #3 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on September 11th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4836386; and

WHEREAS, on November 13th, 2025, the Declarant executed Amendment #4 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on November 17th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4847487; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Reserve at Olde Highlander Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Reserve at Olde Highlander Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by Twenty-Eight (28) (1/28).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 5, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 5:

Building # 15

Unit #	Address
29	**924 Wallace Loop**
30	**926 Wallace Loop**

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 5 to be executed as of the date set forth above

OLDE HIGHLANDER LLC,

a Wisconsin limited liability company

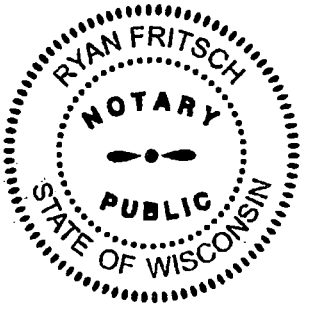
By: _____

Bryan Lindgren, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 23rd day of February, 2026 the above named Bryan Lindgren, of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____

Print Name: Ryan Fritsch

Notary Public, State of Wisconsin

My Commission expires: 3/4/2029

CONSENT OF MORTGAGE HOLDER

Citizens Bank of Mukwonago, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: 2/12, 2026

Citizens Bank of Mukwonago

By: _____

Print Name & Title: BRETT A. ENGELKING
SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 12TH day of FEBRUARY, 2026, the above named BRETT A ENGELKING, SENIOR VICE PRESIDENT of Citizens Bank of Mukwonago, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Abigail Cramer

Print Name: Abigail Cramer
Notary Public, State of Wisconsin
My Commission expires: 7/24/2028

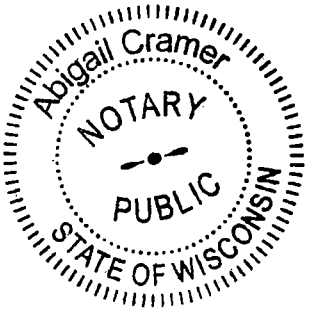


EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

REGISTER OF DEEDS

5th ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



GRAPHIC SCALE: 1"=100'

0 100 200

NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

DECLARANT:
OLDE HIGHLANDER, LLC

INDICATES LIMITED COMMON ELEMENTS

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W

NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 6 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.

TRIO
19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 02/09/26

X:\2022\22-049-853-Olympia for HOA\Drawings\Survey\PLATS\Condo Plat\5500P106.dwg

5th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 6):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 244.07 feet to the place of beginning of lands hereinafter described;

Continuing thence South 08°37'19" West and along the said West line of said Lot 3, 66.27 feet to a point; Thence South 67°07'22" West, 186.63 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 42.51 feet to a point; Thence North 25°03'31" East, 92.38 feet to a point; Thence North 15°18'34" East, 33.32 feet to a point; Thence South 81°22'41" East, 200.18 feet to the point of beginning of this description.

Said Parcel contains 26,074 Square Feet (or 0.5986 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 244.07 feet to a point; Thence North 81°22'41" West, 200.18 feet to a point; Thence South 15°18'34" West, 33.32 feet to a point; Thence South 25°03'31" West, 92.38 feet to a point; Thence North 60°10'49" West, 16.41 feet to a point; Thence North 61°37'42" West, 153.21 feet to a point; Thence North 89°30'35" West, 94.73 feet to a point; Thence North 00°33'11" East, 122.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 308,281 Square Feet (or 7.0771 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'
L17	N0°46'53"W	149.41'
L18	S89°57'03"W	161.42'
L19	N61°37'42"W	130.66'
L20	S17°52'04"W	197.88'

Line #	BEARING	LENGTH
L21	N4°23'12"E	95.65'
L22	N4°23'12"E	39.54'
L23	N61°37'42"W	22.55'
L24	N89°30'35"W	94.73'
L25	N67°07'22"E	186.63'
L26	N61°37'42"W	153.21'
L27	N00°33'11"E	29.00'
L28	N00°33'11"E	122.49'
L29	N60°10'49"W	42.51'
L30	N25°03'31"E	92.38'
L31	N15°18'34"E	33.32'
L32	S81°22'41"E	200.18'
L33	N60°10'49"W	16.41'

TRIO
19825 W. Capitol Drive
Suite 290
Brookfield, WI 53045
Phone (262) 790-1480
Fax (262) 790-1481

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 9th day of FEBRUARY, 2026.

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 02/09/26

5th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480
Fax: (262) 790-1481

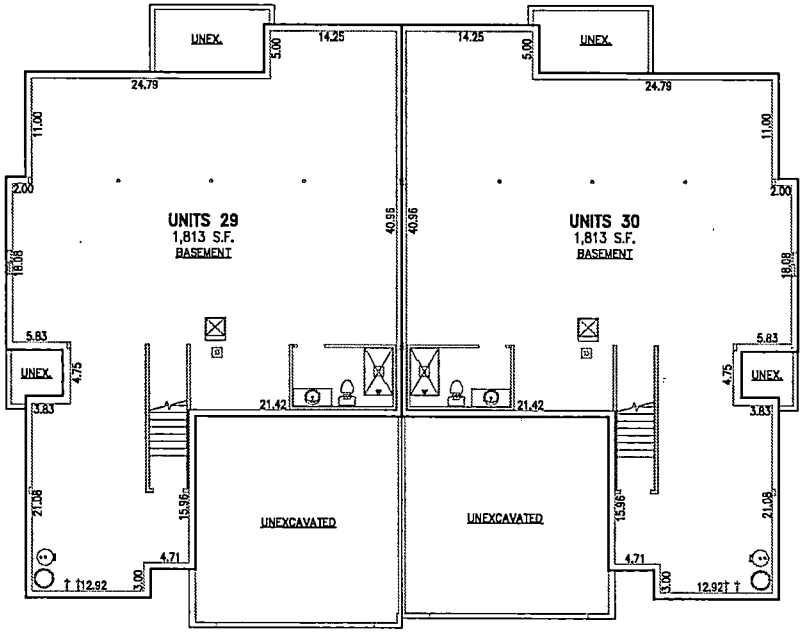
WISCONSIN LAND SURVEYOR
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

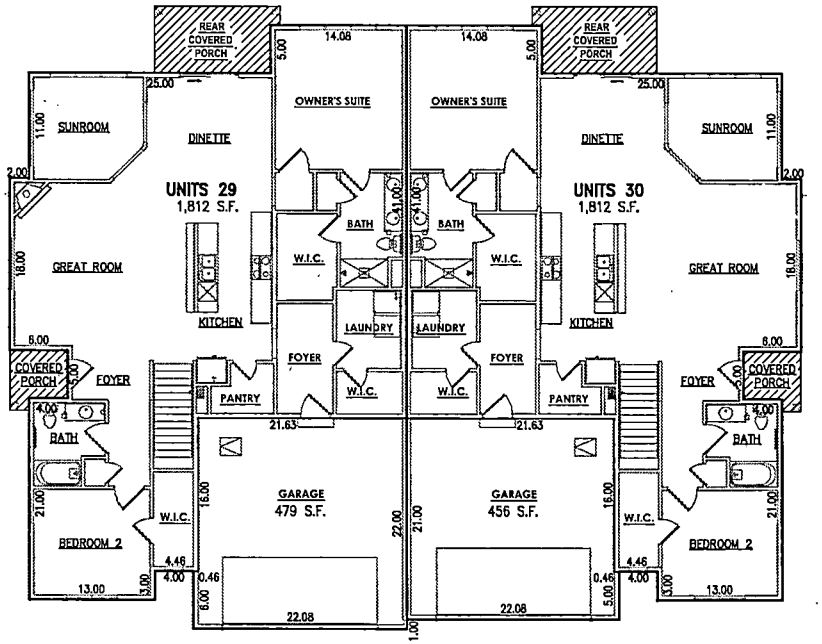
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDINGS 15
FOUNDATION PLAN



BUILDINGS 15
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 02/09/26

PAGE 3 OF 3

X:\2022\22-049-853-Olympic for NDA\Drawings\Survey\PLATS\Condo Plat\5500PL06.dwg

EXHIBIT "C"

LEGAL DESCRIPTION OF THE 5th ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

EXHIBIT "C"

5TH ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

LEGAL DESCRIPTION "A" (PHASE 6):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 3, 244.07 feet to the place of beginning of lands hereinafter described;

Continuing thence South 08°37'19" West and along the said West line of said Lot 3, 66.27 feet to a point; Thence South 67°07'22" West, 186.63 feet to a point; Thence North 41°01'23" West, 41.25 feet to a point; Thence North 60°10'49" West, 42.51 feet to a point; Thence North 25°03'31" East, 92.38 feet to a point; Thence North 15°18'34" East, 33.32 feet to a point; Thence South 81°22'41" East, 200.18 feet to the point of beginning of this description.

Said Parcel contains 26,074 Square Feet (or 0.5986 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 3 of Certified Survey Map No. 12484; Thence South 10°27'21" West and along the said West line of said Lot 3, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line

of said Lot 3, 244.07 feet to a point; Thence North 81°22'41" West, 200.18 feet to a point; Thence South 15°18'34" West, 33.32 feet to a point; Thence South 25°03'31" West, 92.38 feet to a point; Thence North 60°10'49" West, 16.41 feet to a point; Thence North 61°37'42" West, 153.21 feet to a point; Thence North 89°30'35" West, 94.73 feet to a point; Thence North 00°33'11" East, 122.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 308,281 Square Feet (or 7.0771 Acres) of land, more or less.

Document Number	Document Title
	AMENDMENT NO. 6 TO THE DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

4889210
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
July 30, 2026 08:02 AM
James R Behrend
Register of Deeds
15 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLDE HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

PIN: OCOC0609994013

AMENDMENT NO. 6 TO THE CONDOMINIUM DECLARATION FOR THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

This Amendment No.6 to the Condominium Declaration for The Reserve at Olde Highlander Condominium is made this 28th day of July, 2026, by Olde Highlander LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on July 23rd, 2024, the Declarant executed the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 26th, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4776548; and

WHEREAS, on October 14th, 2024, the Declarant executed Amendment #1 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on October 21st, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4789361; and

WHEREAS, on March 10th, 2025, the Declarant executed Amendment #2 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on March 13th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4808522; and

WHEREAS, on September 10th, 2025, the Declarant executed Amendment #3 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on September 11th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4836386; and

WHEREAS, on November 13th, 2025, the Declarant executed Amendment #4 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on November 17th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4847487; and

WHEREAS, on February 10th, 2026, the Declarant executed Amendment #5 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on February 24th, 2026, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4862124; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Reserve at Olde Highlander Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Reserve at Olde Highlander Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by Thirty-Six (36) (1/36).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 6, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 6:

Building # 14

Unit #	Address
27	**920 Wallace Loop**
28	**922 Wallace Loop**

Building # 27

Unit #	Address
53	919 Wallace Loop
54	917 Wallace Loop

Building # 28

Unit #	Address
55	915 Wallace Loop
56	913 Wallace Loop

Building # 29

Unit #	Address
57	911 Wallace Loop
58	909 Wallace Loop

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 6 to be executed as of the date set forth above

OLDE HIGHLANDER LLC,
a Wisconsin limited liability company

By: _____
Bryan Lindgren, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 29th day of July, 2026 the above named Bryan Lindgren, of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

KATELYNN KIRKMAN NOTARY PUBLIC STATE OF WISCONSIN

Katelynn Kirkman
Print Name: Katelynn Kirkman
Notary Public, State of Wisconsin
My Commission expires: 12/11/2028

CONSENT OF MORTGAGE HOLDER

Citizens Bank, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: July 28, 2026

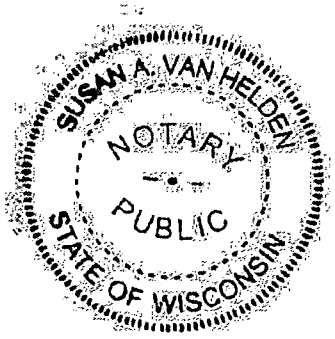
Citizens Bank

By: _____
Brett A. Engelking, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 28th day of July, 2026, the above named Brett A. Engelking, Senior Vice President of Citizens Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.



_____
Print Name: Susan A. Van Helden
Notary Public, State of Wisconsin
My Commission expires: 10-3-2026

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

"REGISTER OF DEEDS"

6th ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
19333 W. Capitol Drive
Suite 200
Brookfield, WI 53045
p: (262)790-1480
e: info@trioeng.com

NORTH

GRAPHIC SCALE: 1"=100'
0 100 200

INDICATES LIMITED COMMON ELEMENTS

DECLARANT:
OLDE HIGHLANDER, LLC

NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'48"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W

NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 7 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 07/23/26

PAGE 1 OF 4

3\2022\22-048-453-Oconomowoc Survey\Plat\Condo Plat\SSCP1.dwg

6th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 7):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 1 of Certified Survey Map No. 12816; Thence South 10°27'21" West and along the said West line of said Lot 1, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 1, 129.37 feet to the place of beginning of lands hereinafter described;

Continuing thence South 08°37'19" West and along the said West line of said Lot 1, 114.70 feet to a point; Thence North 81°22'41" West, 200.18 feet to a point; Thence North 07°57'12" East, 23.23 feet to a point; Thence North 79°15'17" West, 181.86 feet to a point; Thence North 04°34'55" West, 43.40 feet to a point; Thence North 11°59'43" West, 110.75 feet to a point; Thence North 12°22'42" West, 88.68 feet to a point; Thence North 02°45'33" East, 48.02 feet to a point; Thence North 25°48'29" East, 43.88 feet to a point; Thence North 45°26'29" East, 34.54 feet to a point; Thence North 65°30'44" East, 45.96 feet to a point; Thence North 89°09'05" East, 81.67 feet to a point; Thence South 52°40'17" East, 79.10 feet to a point; Thence South 23°46'47" East, 43.80 feet to a point; Thence South 06°06'43" East, 95.22 feet to a point; Thence South 03°45'58" East, 51.02 feet to a point; Thence South 00°10'42" East, 51.02 feet to a point; Thence South 04°58'48" West, 49.31 feet to a point; Thence South 86°47'25" East, 176.91 feet to the point of beginning of this description.

Said Parcel contains 106,932 Square Feet (or 2.4548 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 1 of Certified Survey Map No. 12816; Thence South 10°27'21" West and along the said West line of said Lot 1, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 1, 129.37 feet to a point; Thence North 86°47'25" West, 176.91 feet to a point; Thence North 04°58'48" East, 49.31 feet to a point; Thence North 00°10'42" West, 51.02 feet to a point; Thence North 03°45'58" West, 51.02 feet to a point; Thence North 06°06'43" West, 95.22 feet to a point; Thence North 23°46'47" West, 43.80 feet to a point; Thence North 52°40'17" West, 79.10 feet to a point; Thence South 89°09'05" West, 81.67 feet to a point; Thence South 65°30'44" West, 45.96 feet to a point; Thence South 45°26'29" West, 34.54 feet to a point; Thence South 25°48'29" West, 43.88 feet to a point; Thence South 02°45'33" West, 48.02 feet to a point; Thence South 12°22'42" East, 88.68 feet to a point; Thence South 11°59'43" East, 110.75 feet to a point; Thence South 04°34'55" East, 43.40 feet to a point; Thence South 79°15'17" East, 181.86 feet to a point; Thence South 07°57'12" West, 23.23 feet to a point; Thence South 15°18'34" West, 33.32 feet to a point; Thence South 25°03'31" West, 92.38 feet to a point; Thence North 60°10'49" West, 16.41 feet to a point; Thence North 61°37'42" West, 153.21 feet to a point; Thence North 89°30'35" West, 94.73 feet to a point; Thence North 00°33'11" East, 122.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 201,348 Square Feet (or 4.6223 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'
L17	N0°46'53"W	149.41'
L18	S89°57'03"W	161.42'
L19	N61°37'42"W	130.66'
L20	S17°52'04"W	197.88'

Line #	BEARING	LENGTH
L21	N4°23'12"E	95.65'
L22	N4°23'12"E	39.54'
L23	N61°37'42"W	22.55'
L24	N89°30'35"W	94.73'
L25	N67°07'22"E	186.63'
L26	N61°37'42"W	153.21'
L27	N00°33'11"E	29.00'
L28	N00°33'11"E	122.49'
L29	N60°10'49"W	42.51'
L30	N25°03'31"E	92.38'
L31	N15°18'34"E	33.32'
L32	S81°22'41"E	200.18'
L33	N60°10'49"W	16.41'
L34	N7°57'12"E	23.23'
L35	N79°15'17"W	181.86'
L36	N4°34'55"W	43.40'

Line #	BEARING	LENGTH
L37	N11°59'43"W	110.75'
L38	N12°22'42"W	88.68'
L39	N2°45'33"E	48.02'
L40	N25°48'29"E	43.88'
L41	N45°26'29"E	34.54'
L42	N65°30'44"E	45.96'
L43	N89°09'05"E	81.67'
L44	S52°40'17"E	79.10'
L45	S23°46'47"E	43.80'
L46	S6°06'43"E	95.22'
L47	S3°45'58"E	51.02'
L48	S0°10'42"E	51.02'
L49	S4°58'48"W	49.31'
L50	N86°47'25"W	176.91'

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
16535 W. Capitol Drive
Suite 209
Brookfield, WI 53045
p: (262) 790-1420
e: info@trioeng.com

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 23rd day of JULY, 2026.

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 07/23/26

6th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

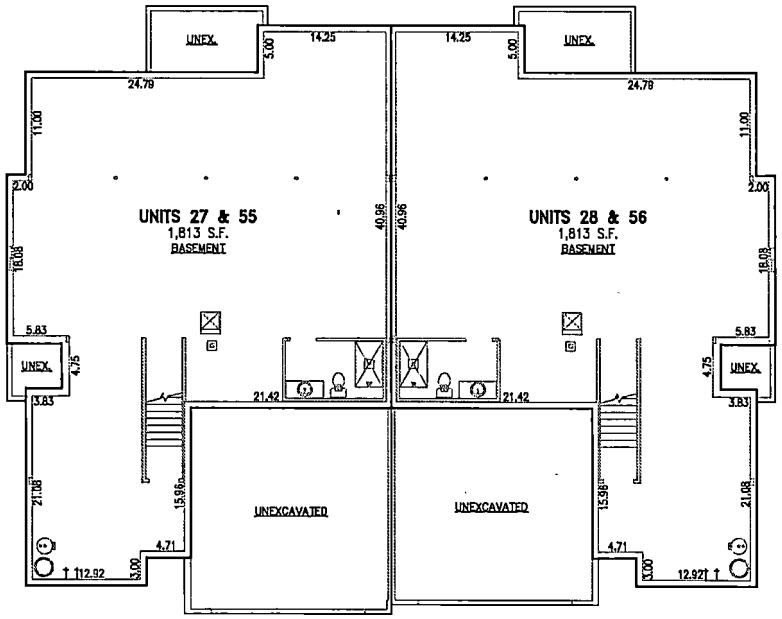
TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
19335 W. Capitol Drive
Suite 200
Brookfield, WI 53045
p: (262) 790-1480
e: info@trioeng.com

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

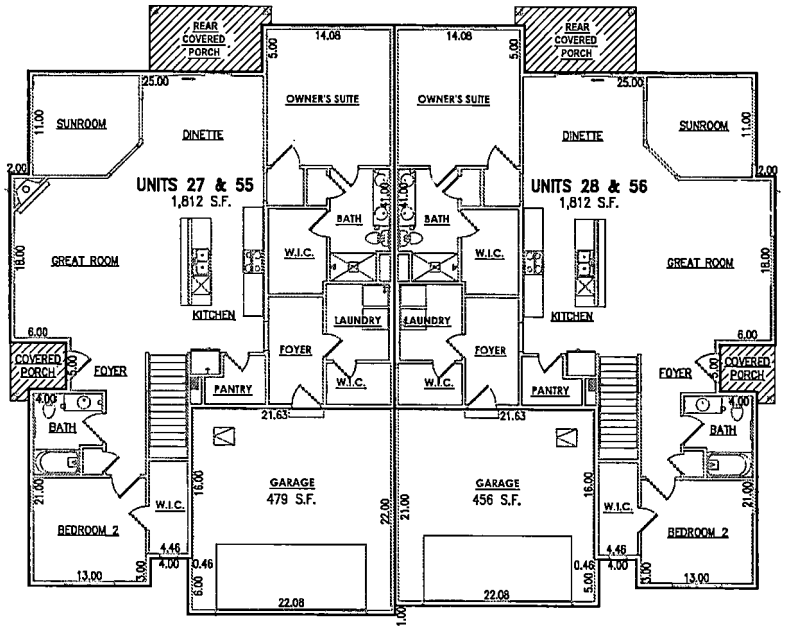
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 14 & 28
FOUNDATION PLAN



BUILDING 14 & 28
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 07/23/26

6th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

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WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

INDICATES LIMITED COMMON ELEMENTS

NOTES:
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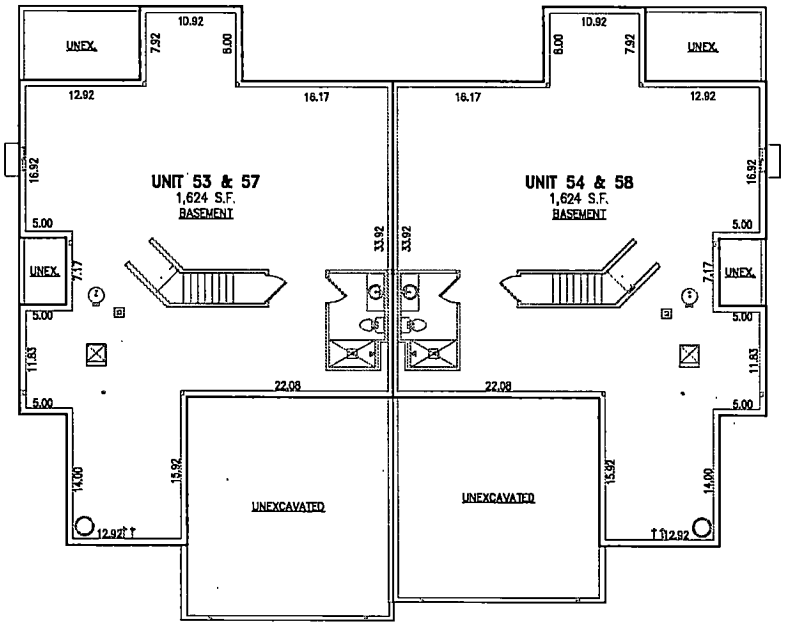
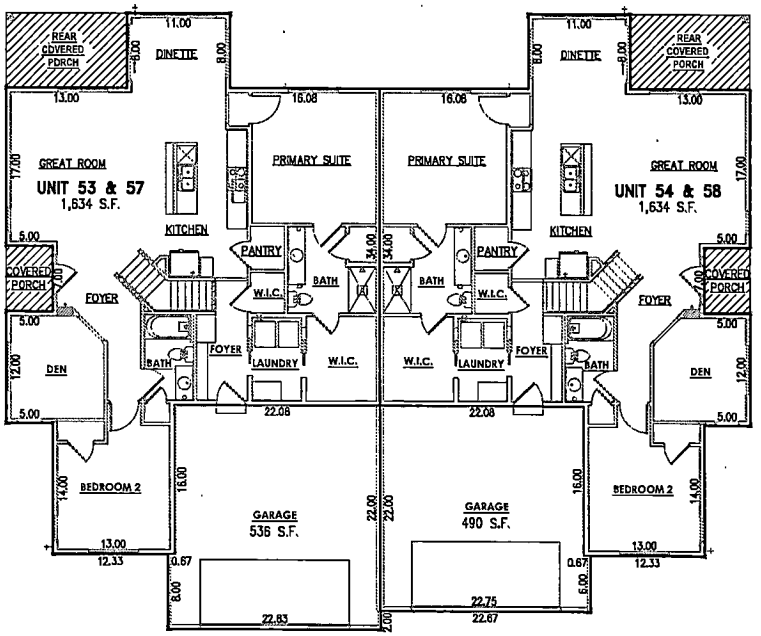
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 27 & 29
FOUNDATION PLAN



BUILDING 27 & 29
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 07/23/26

PAGE 4 OF 4

X:\2022\22-049-853-Drwgs for NDA Drawings\Survey\PLATS\Condo Plat\SOCPLAT.dwg

EXHIBIT "C"

LEGAL DESCRIPTION OF THE 5th ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

EXHIBIT "C"

6TH ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

LEGAL DESCRIPTION "A" (PHASE 7):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 1 of Certified Survey Map No. 12816; Thence South 10°27'21" West and along the said West line of said Lot 1, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 1, 129.37 feet to the place of beginning of lands hereinafter described;

Continuing thence South 08°37'19" West and along the said West line of said Lot 1, 114.70 feet to a point; Thence North 81°22'41" West, 200.18 feet to a point; Thence North 07°57'12" East, 23.23 feet to a point; Thence North 79°15'17" West, 181.86 feet to a point; Thence North 04°34'55" West, 43.40 feet to a point; Thence North 11°59'43" West, 110.75 feet to a point; Thence North 12°22'42" West, 88.68 feet to a point; Thence North 02°45'33" East, 48.02 feet to a point; Thence North 25°48'29" East, 43.88 feet to a point; Thence North 45°26'29" East, 34.54 feet to a point; Thence North 65°30'44" East, 45.96 feet to a point; Thence North 89°09'05" East, 81.67 feet to a point; Thence South 52°40'17" East, 79.10 feet to a point; Thence South 23°46'47" East, 43.80 feet to a point; Thence South 06°06'43" East, 95.22 feet to a point; Thence South 03°45'58" East, 51.02 feet to a point; Thence South 00°10'42" East, 51.02 feet to a point; Thence South 04°58'48" West, 49.31 feet to a point; Thence South 86°47'25" East, 176.91 feet to the point of beginning of this description.

Said Parcel contains 106,932 Square Feet (or 2.4548 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to the place of beginning of lands hereinafter described;

Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 1 of Certified Survey Map No. 12816; Thence South 10°27'21" West and along the said West line of said Lot 1, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 1, 129.37 feet to a point; Thence North 86°47'25" West, 176.91 feet to a point; Thence North 04°58'48" East, 49.31 feet to a point; Thence North 00°10'42" West, 51.02 feet to a point; Thence North 03°45'58" West, 51.02 feet to a point; Thence North 06°06'43" West, 95.22 feet to a point; Thence North 23°46'47" West, 43.80 feet to a point; Thence North 52°40'17" West, 79.10 feet to a point; Thence South 89°09'05" West, 81.67 feet to a point; Thence South 65°30'44" West, 45.96 feet to a point; Thence South 45°26'29" West, 34.54 feet to a point; Thence South 25°48'29" West, 43.88 feet to a point; Thence South 02°45'33" West, 48.02 feet to a point; Thence South 12°22'42" East, 88.68 feet to a point; Thence South 11°59'43" East, 110.75 feet to a point; Thence South 04°34'55" East, 43.40 feet to a point; Thence South 79°15'17" East, 181.86 feet to a point; Thence South 07°57'12" West, 23.23 feet to a point; Thence South 15°18'34" West, 33.32 feet to a point; Thence South 25°03'31" West, 92.38 feet to a point; Thence North 60°10'49" West, 16.41 feet to a point; Thence North 61°37'42" West, 153.21 feet to a point; Thence North 89°30'35" West, 94.73 feet to a point; Thence North 00°33'11" East, 122.49 feet to a point; Thence North 72°20'30" West, 66.09 feet to the point of beginning of this description.

Said Parcel contains 201,348 Square Feet (or 4.6223 Acres) of land, more or less.

12

4903590

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 26, 2026 12:42 PM
James R Behrend
Register of Deeds

12 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -



Document Number	**AMENDMENT NO. 7 TO THE DECLARATION OF CONDOMINIUM OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM** Document Title

Recording Area

Document Drafted By:
Eric Obarski
Return to:
OLDE HIGHLANDER, LLC
N27 W24025 Paul Ct., Ste. 100
Pewaukee, WI 53072
Attention: Eric Obarski

PIN: OCOC0609994013

AMENDMENT NO. 7 TO THE CONDOMINIUM DECLARATION
FOR
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

This Amendment No.7 to the Condominium Declaration for The Reserve at Olde Highlander Condominium is made this 21st day of October, 2026, by Olde Highlander LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS

WHEREAS, on July 23rd, 2024, the Declarant executed the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 26th, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4776548; and

WHEREAS, on October 14th, 2024, the Declarant executed Amendment #1 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on October 21st, 2024, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4789361; and

WHEREAS, on March 10th, 2025, the Declarant executed Amendment #2 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on March 13th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4808522; and

WHEREAS, on September 10th, 2025, the Declarant executed Amendment #3 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on September 11th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4836386; and

WHEREAS, on November 13th, 2025, the Declarant executed Amendment #4 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on November 17th, 2025, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4847487; and

WHEREAS, on February 10th, 2026, the Declarant executed Amendment #5 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on February 24th, 2026, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4862124; and

WHEREAS, on July 28th, 2026, the Declarant executed Amendment #6 to the Declaration of Condominium For The Reserve at Olde Highlander Condominium (the "Declaration"), and the Declaration was recorded on July 30th, 2026, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4889210; and

WHEREAS, Section 6.1 of the Declaration provides that, for a period of ten (10) years after the date of recording the Declaration, the Declarant has the option to expand the Property (as that term is defined in the Declaration) in compliance with Section 703.26, Wis. Stats., and without consent of any Unit Owner or Mortgagee (as such terms are defined in the Declaration); and

WHEREAS, the Declarant wants to further amend the Declaration and the Condominium Plat of The Reserve at Olde Highlander Condominium, previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, so as to expand the Condominium in compliance with the Declaration and applicable law;

THEREFORE, in accordance with the Declaration and Chapter 703, Wis. Stats., the Declaration and the Condominium Plat are amended as follows:

AMENDMENT

1. Amendment to the Plat. The Condominium Plat of The Reserve at Olde Highlander Condominium as previously recorded pursuant to the Act simultaneously with and constituting a part of the Declaration, as the same may be amended from time to time (the "Condominium Plat") is amended to include the amended Condominium Plat attached hereto as Exhibit A.

2. New Allocated Interest. In accordance with Section 6.1(c) of the Declaration, the new Allocated Interest, calculated in accordance with Article 9 of the Declaration, shall be one (1) divided by Forty (40) (1/40).

3. Votes Which Each Unit May Cast in the Condominium as Expanded. Pursuant to Section 10.2 of the Declaration, each Unit in the Condominium, as expanded, shall be entitled to one vote.

4. Miscellaneous. Pursuant to Section 6.1(e) of the Declaration, upon the foregoing expansion, all references in the Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded and shall have the meaning given to them as a result of the Declaration. Except as such terms and other terms relating to the Condominium may be changed by this Amendment No. 6, the Declaration, as previously amended, shall control.

5. Addresses. Exhibit B to the Declaration is hereby modified to add the following addresses to Exhibit B for the Units created by this Amendment No. 7:

Building # 13

Unit #	Address
25	**916 Wallace Loop**
26	**918 Wallace Loop**

Building # 26	
Unit #	**Address**
51	**923 Wallace Loop**
52	**921 Wallace Loop**

Revised Description of Expansion Real Estate. Exhibit C to the Declaration is replaced in its entirety with the Exhibit C attached hereto.

The Declarant has caused this Amendment No. 7 to be executed as of the date set forth above

OLDE HIGHLANDER LLC,

a Wisconsin limited liability company

By: _____

Bryan Lindgren, ~~Managing~~ Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 21st day of October, 2026 the above named Bryan Lindgren, of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

RYAN FRITSCH NOTARY PUBLIC STATE OF WISCONSIN

_____

Print Name: Ryan Fritsch

Notary Public, State of Wisconsin

My Commission expires: 3/4/2029

CONSENT OF MORTGAGE HOLDER

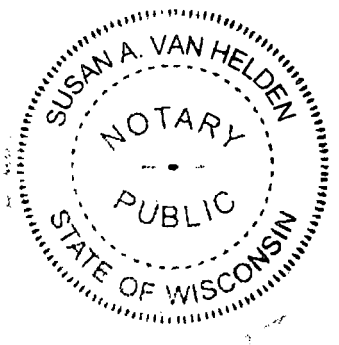
Citizens Bank, being the holder of the Mortgage on the property subject to this Declaration, hereby consents to the establishment of this Condominium and the recording of this Declaration and the Condominium Plat for this Condominium.

Date: October 21, 2026

Citizens Bank

By: _____

Brett A. Engelking, Senior Vice President



ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 21st day of October, 2026, the above named Brett A. Engelking, Senior Vice President of Citizens Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Print Name: Susan A. Van Helden
Notary Public, State of Wisconsin
My Commission expires: 10/3/2030

EXHIBIT A

Condominium Plat
(Attached)

Please note the attached condominium plat may not be sufficiently legible due to size.
(For reference purposes only)

"REGISTER OF DEEDS"

7th ADDENDUM TO CONDOMINIUM PLAT OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
19035 W. Capitol Drive
Suite 200
Brookfield, WI 53045
p: (262) 790-1480
e: info@trioeng.com

NORTH

GRAPHIC SCALE: 1"=100'
0 100 200

INDICATES LIMITED COMMON ELEMENTS

DECLARANT:
OLDE HIGHLANDER, LLC

NOTE "A":
INDICATES PHASE LINE ONLY AND DOES NOT REPRESENT ANY PROPERTY LINE FOR PURPOSES OF MEETING CODES AND ORDINANCES OF THE CITY OF OCONOMOWOC.

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	431.00	4°08'33"	31.16	31.15	N51°06'43.5"W	N49°02'27"W	N53°11'00"W
C2	220.00	30°54'52"	118.70	117.27	N20°31'06"W	N35°58'32"W	N05°03'40"W
C3	4970.00	1°39'46"	144.24	144.24	N04°13'47"W	N05°03'40"W	N03°23'54"W

NOTES:

- ALL ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 9, TOWN 7 NORTH, RANGE 17 EAST, BEARS N00°08'00"W.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 8 AND THE LAND ADJACENT TO "THE RESERVE AT OLDE HIGHLANDER" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- THE WATER VALVE CURB BOX FOR EACH UNIT SHALL NOT BE LOCATED IN A DRIVEWAY, NOR SIDEWALK.
- THE PLACEMENT OF DECKS, PATIOS, FENCES, OR ANY TYPE OF DECORATIVE LANDSCAPING, DRIVEWAYS OR ADDITIONAL HARD SURFACES WITHIN ANY PART OF A UTILITY EASEMENT IS PROHIBITED. AN EASEMENT INFRINGEMENT AGREEMENT MAY BE ENTERED INTO WITH THE CITY, IF APPROVED.
- THERE IS A 7.5 FT. , 10 FT. AND 15 FT. UTILITY EASEMENT ALONG LOT LINES AS SHOWN.

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/20/26

X:\2022\22-049-853-Olympia for NDA\Drawings\Survey\PLATS\Condo Plat\SSOCPL01.dwg

7th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 8):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence North 01°26'34" West and along the said Southerly line of said Outlot 3, 205.67 feet to a point; Thence North 12°39'57" East and along the said Southerly line of said Outlot 3, 156.99 feet to a point; Thence North 59°35'58" East and along the said Southerly line of said Outlot 3, 167.10 feet to a point; Thence South 89°40'39" East and along the said Southerly line of said Outlot 3, 177.76 feet to a point; Thence South 55°14'30" East and along the said Southerly line of said Outlot 3, 323.19 feet to a point on the West line of Lot 1 of Certified Survey Map No. 12816; Thence South 10°27'21" West and along the said West line of said Lot 1, 157.88 feet to a point; Thence South 08°37'19" West and along the said West line of said Lot 1, 18.76 feet to the place of beginning of lands hereinafter described;

Continuing thence South 08°37'19" West and along the said West line of said Lot 1, 110.61 feet to a point; Thence North 86°47'25" West, 176.91 feet to a point; Thence North 04°58'48" East, 49.31 feet to a point; Thence North 00°10'42" West, 51.02 feet to a point; Thence South 89°47'32" East, 189.10 feet to the point of beginning of this description.

Said Parcel contains 19,098 Square Feet (or 0.4384 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 8):

All that part of Lot 45, "OLDE HIGHLANDER", recorded in the Office of the Register of Deeds for Waukesha County on July 26, 2024, as Document No. 4776542. Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin. now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 45; Thence North 87°10'29" East and along the South line of Lot 36 of said "Olde Highlander" Subdivision, 140.75 feet to a point; Thence North 33°47'27" East and along the Southerly line of Outlot 3 of said "Olde Highlander" Subdivision, 70.27 feet to a point; Thence South 68°53'23" East and along the said Southerly line of said Outlot 3, 115.54 feet to a point; Thence South 84°44'30" East and along the said Southerly line of said Outlot 3, 140.01 feet to a point; Thence South 72°20'30" East, 66.09 feet to a point; Thence South 00°33'11" West, 122.49 feet to a point; Thence South 89°30'35" East, 94.73 feet to the place of beginning of lands hereinafter described;

Thence North 13°11'21" East, 94.26 feet to a point; Thence South 79°15'17" East, 181.86 feet to a point; Thence South 07°57'12" West, 23.23 feet to a point; Thence South 15°18'34" West, 33.32 feet to a point; Thence South 25°03'31" West, 92.38 feet to a point; Thence North 60°10'49" West, 16.41 feet to a point; Thence North 61°37'42" West, 153.21 feet to the point of beginning of this description.

Said Parcel contains 21,573 Square Feet (or 0.4953 Acres) of land, more or less.

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Said Parcel contains 160,677 Square Feet (or 3.6886 Acres) of land, more or less.

LINE TABLE:

Line #	BEARING	LENGTH
L1	S72°20'30"E	66.09'
L2	S0°33'11"W	151.49'
L3	N89°30'35"W	127.08'
L4	N79°05'39"W	112.02'
L5	N68°40'43"W	104.01'
L6	N88°03'54"W	48.13'
L7	S64°50'49"W	105.70'
L8	N7°14'20"E	152.58'
L9	N68°40'43"W	89.82'
L10	N68°40'43"W	14.19'
L11	N80°28'15"W	201.64'
L12	N4°23'12"E	135.19'
L13	N20°44'40"W	52.02'
L14	N41°01'23"W	41.25'
L15	N60°10'49"W	58.92'
L16	S31°50'47"W	183.85'
L17	N0°46'53"W	149.41'
L18	S89°57'03"W	161.42'
L19	N61°37'42"W	130.66'
L20	S17°52'04"W	197.88'

Line #	BEARING	LENGTH
L21	N4°23'12"E	95.65'
L22	N4°23'12"E	39.54'
L23	N61°37'42"W	22.55'
L24	N89°30'35"W	94.73'
L25	N67°07'22"E	186.63'
L26	N61°37'42"W	153.21'
L27	N00°33'11"E	29.00'
L28	N00°33'11"E	122.49'
L29	N60°10'49"W	42.51'
L30	N25°03'31"E	92.38'
L31	N15°18'34"E	33.32'
L32	S81°22'41"E	200.18'
L33	N60°10'49"W	16.41'
L34	N7°57'12"E	23.23'
L35	N79°15'17"W	181.86'
L36	N4°34'55"W	43.40'

Line #	BEARING	LENGTH
L37	N11°59'43"W	110.75'
L38	N12°22'42"W	88.68'
L39	N2°45'33"E	48.02'
L40	N25°48'29"E	43.88'
L41	N45°26'29"E	34.54'
L42	N65°30'44"E	45.96'
L43	N89°09'05"E	81.67'
L44	S52°40'17"E	79.10'
L45	S23°46'47"E	43.80'
L46	S6°06'43"E	95.22'
L47	S3°45'58"E	51.02'
L48	S0°10'42"E	51.02'
L49	S4°58'48"W	49.31'
L50	N86°47'25"W	176.91'
L51	S89°47'32"E	189.10
L52	N13°11'21"E	94.26'

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
19335 W. Capitol Drive
Suite 200
Brookfield, WI 53045
p: (262) 790-1480
e: info@trioeng.com

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "THE RESERVE AT OLDE HIGHLANDER" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

Dated this 20th day of OCTOBER, 2026.

WISCONSIN
GRADY L GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/20/26

7th ADDENDUM TO CONDOMINIUM PLAT
OF
THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING
12635 W. Capitol Drive
Suite 200
Brookfield, WI 53045
p: (262) 790-1480
e: trio@trioeng.com

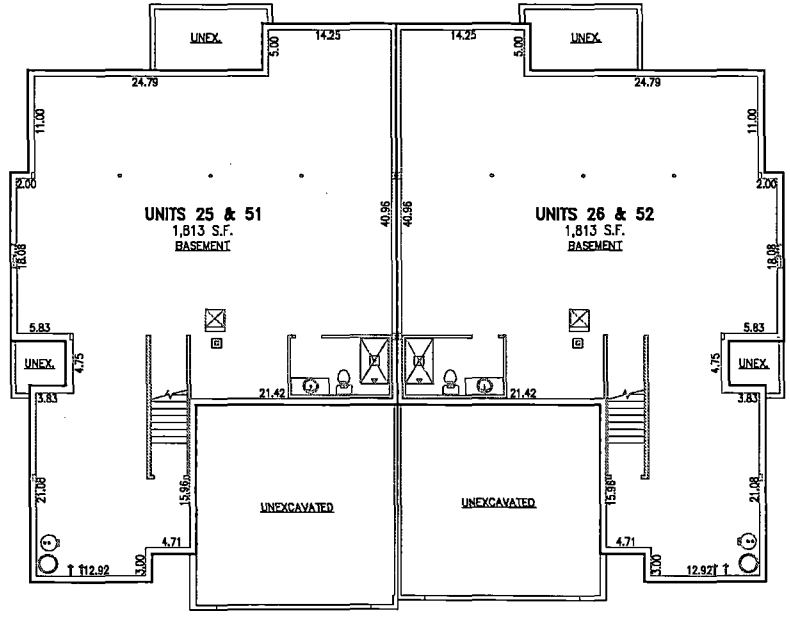
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 10'

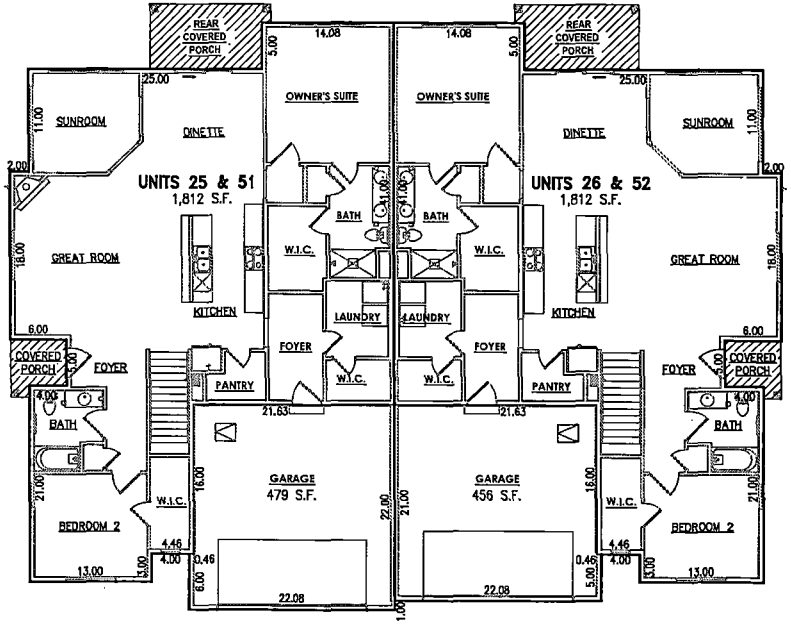
INDICATES LIMITED COMMON ELEMENTS

NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB LINE VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB LINE AND THE GARAGE.
- BUILDING SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

BUILDING 13 & 26
FOUNDATION PLAN



BUILDING 13 & 26
FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 10/20/26

X:\2022\22-049-953-Olympia for NDI\Drawings\Survey\PLATS\Condo Plat\550CPL08.dwg

EXHIBIT "C"

LEGAL DESCRIPTION OF THE 5th ADDENDUM TO CONDOMINIUM PLAT OF "THE RESERVE AT OLDE HIGHLANDER"

EXHIBIT "C"

CONDOMINIUM PLAT
OF
"THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM"

LEGAL DESCRIPTION "A" (PHASE 8):

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Continuing thence South 08°37'19" West and along the said West line of said Lot 1, 110.61 feet to a point; Thence North 86°47'25" West, 176.91 feet to a point; Thence North 04°58'48" East, 49.31 feet to a point; Thence North 00°10'42" West, 51.02 feet to a point; Thence South 89°47'32" East, 189.10 feet to the point of beginning of this description.

Said Parcel contains 19,098 Square Feet (or 0.4384 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 8):

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Electronically Recorded
4815102
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:04/30/2025 8:45:11 AM
Total Fee: $30.00 Page(s): 3
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: The Reserve at Olde Highlander Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for The Reserve at Olde Highlander Condominium", dated the 23rd day of July, 2024 and recorded the 26th day of July, 2024 in the Office of the Register of Deeds for Waukesha County, Wisconsin, in (Reel)(Vol.)____ of Records, at (Images) (Pages) ____ through ____, as Document No. 4776548 and by a Condominium Plat (hereinafter "Condominium").

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective April 22, 2025. This determination is made by the (Declarant) ~~(Association with the written consent of a majority of the Unit votes)~~.

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: General reserve account

Recording Area

Name and Return Address

Olde Highlander, LLC
C/O Katelynn Kirkman
Neumann Developments, Inc
N27 W24025 Paul Ct., Suite 100
Pewaukee, WI 53072

OCOC0609994013
Parcel Identification Number (PIN)

Dated this 22nd day of April, 2025.

_____
*_____
Title: _____

Bryan Lindgren
*_____
Title: Managing Member, Olde Highlander LLC

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, ____

_____
*_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. S

THIS INSTRUMENT WAS DRAFTED BY

Katelynn Kirkman

(Signatures may be authenticated or acknowledged. Both are not necessary.)

KATELYNN KIRKMAN NOTARY PUBLIC STATE OF WISCONSIN

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Waukesha County.)
Personally came before me this 22nd day of April, 2025, the above named

Bryan Lindgren

to me known to be the person ____ who executed the foregoing instrument and acknowledged the same.

Katelynn Kirkman
*Katelynn Kirkman
Notary Public, State of Wisconsin
My Commission ~~is permanent.~~ (If not, state expiration date: Expires 12/11, 2028.)

*Names of persons signing in any capacity should be typed or printed below their signature.

The Reserve
at Olde Highlander

BYLAWS

OF

THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM ASSOCIATION, INC.

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ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for The Reserve at Olde Highlander, a Condominium recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements in The Reserve at Olde Highlander Condominium (hereinafter the "Property") under the condominium form of ownership, as provided in the condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, personal representatives, successors, and assigns.

ARTICLE II

Members, Voting and Meetings

2.1 Members. The rights and qualifications of the members are as follows:

a) Defined. Members of the Association shall be all Unit Owners, and members shall have one vote for each unit owned. Every Unit Owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

b) One Membership and Vote Per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split. When more than one person holds an interest in any unit the vote for such unit shall be exercised as they, among themselves, determine, but in no event shall there by more than one vote cast with respect to any unit. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any other owner(s) of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the

multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.

c) **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of the meetings of the Association shall be sent, and the name and address of any mortgagee of a unit from which the Association has received a written demand for notice of meetings.

d) **Transfer of membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 Quorum and Proxies for Member's Meetings. The Presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed. Votes may be cast in person or by proxy. All proxies shall be in writing and filed with the Association, by delivery to any Officer of Director. The Officer or Director receiving same shall promptly transmit same to the Secretary of the Association. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his, her or their unit.

2.3 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which quorum is present shall be the act of the Association, unless otherwise provided in the Declaration, By-Laws, Articles of Incorporation or the Condominium Ownership Act of the State of Wisconsin.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member at his address as it appears on the books of the Association and shall be mailed, emailed, or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the meeting unless such invalidation is otherwise required by law. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors and may be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Notice of Special Meetings shall further specify the purpose of the meeting.

2.5 Annual and Special Meetings. The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event more than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held on such date as may be determined each year by the Board of Directors, providing such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting. Special meetings of the members shall be held whenever called by the President or by the Board of Directors and must be called by such Officers and Directors upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

ARTICLE III

Board of Directors

3.1 **Number and Membership in Association**. The affairs of the Association shall be managed initially by a board of directors ("Board of Directors") composed of three (3) directors selected by the Declarant. No more than one director at any given time may be a person who is not also a Unit owner; provided, however, that during the period of Declarant control, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

3.2 **Term of Office**. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers. Upon conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers, the Unit Owners shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two (2) directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers and

shall serve until the Declarant has conveyed seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers. Upon the conveyance of seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners.

3.3 Determination of Declarant Control. For purposes of calculating the percentages set forth in the Declaration and these ByLaws with respect to determination of Declarant Control, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right create by expansion are included in the Condominium.

3.4 **Election and Term of Directors**. At the first annual meeting of the Association after Association control passes to the Unit Owners, the members shall elect three (3) Directors to the classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

a) One Director whose term will expire at the first annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "A" Director).

b) One Director whose term will expire at the second annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "B" Director).

c) One Director whose term will expire at the third annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "C" Director).

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

3.6 Removal of Directors. At any annual meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the

membership present or represented at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of Officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 1 day's written notice to each Director, given personally or by mail, or email, or facsimile transmission.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on twenty-four (24) hours prior written notice to each Director, given personally or by mail, or email, or facsimile transmission, which notice shall state the time, place, and purpose of the meeting.

3.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors then in office (but not counting any Director who has tendered a written resignation to any other Director) shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

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

3.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining

the written approval of all the Directors, including approval via email. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal Officers of the Board of Directors shall be a President, Vice-President, and Secretary/Treasurer, to be elected annually by the Board of Directors, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may be delegated by the Board of Directors.

4.3 Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary/Treasurer. The Secretary/Treasurer shall be responsible for maintaining the Membership List and, if so, required by the Board, the issuance of membership certificates for the Association. The Secretary/Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Secretary/Treasurer shall also be responsible for the billing and collection of all common

and special charges and assessments made by the Association. The Secretary/Treasurer shall count votes at meetings of the Association.

4.5 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the association or upon statements made or information furnished by Officers or employees of the association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights or defenses to which he may be entitled as a matter of law. The Board of Directors may provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

4.6 Compensation. No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. No Director or Officer shall receive any fee or compensation for performing his or her duties as an Officer or Director. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V

Declarant Control

Notwithstanding any other provision contained in these By-Laws (other than the provisions of Section 3.1 above), and to the extent not limited or prohibited by applicable law, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and Officers of the Association, to amend these By-Laws and/or the Rules and Regulations of the Association, and/or to have sufficient votes to constitute a majority of all votes until the earlier of: (a) ten (10) years after the first sale of a unit in The Reserve at Olde Highlander Condominium by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in The Reserve at Olde Highlander Condominium shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association. The determination of Common Element interest conveyed shall be made in the same manner as provided in Section 3.3 of these By-Laws.

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, or conveyance, involving the sum of $10,000.00 or more, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or for a managing agent with respect to the administration and operation of the condominium.

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance, and use of the units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such Rules and Regulations. A violation of any such Rules or Regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The Rules and Regulations may be adopted, altered, amended or repealed by the Board of Directors, by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is an attendance.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium and as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. Commencement of assessments as to each Unit shall be in the manner provided in the Declaration. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, for each month or fraction thereof that such assessment is delinquent.) If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such

delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amount required for the cost of maintenance and repair of the Common Elements, management services, security, insurance, common services and utilities, administration, materials, and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums, as may be required in addition to the operating fund may be charged against the reserve fund, up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners or by majority vote of the Unit Owners authorize additional funds to be withdrawn from the reserve fund.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against any unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specifically assessed to the Unit Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

An annual budget shall be prepared and determined prior to the annual meeting of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting the budget, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, the Association may revise the budget, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established, provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding

years, then the budget and assessments may not be revised downward until two years of experience exist.

The reserve account referred to above shall not be construed as a Statutory Reserve Account pursuant to Section 703.163 of the Wisconsin Statutes, unless the Association decides to establish a Statutory Reserve Account in a manner allowed by law. If the Association establishes a Statutory Reserve Account, the use of said account shall comply with the statutory provisions.

6.5 Default and Liens. All assessments of common expenses and special assessments until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto, to the extent permitted by law. If a member of the Association is delinquent in payment of any charges or assessments, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorneys fees. Liens shall be signed and verified on behalf of the Association by any Officer or agent of the Association. The owners of a unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association or the adjoining Unit Owner(s) as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior and exterior washing and replacement of broken glass), screens and screening, light fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connect with the unit or the Common Elements appurtenant to the unit. As set forth in the Declaration, the Association may, by resolution, assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of Units which affect the exterior appearance of the condominium.

7.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the Common Elements and facilities and shall cause the same to the maintained, repaired and kept in good, clean, attractive, and sanitary condition, order and repair, except to the extent individual Unit Owner(s) are responsible therefor as provided by the Association with respect to Common Elements and/or Limited Common Elements (including, but not limited to, Limited Common Element planting areas). Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner, or except as delegated to the Unit Owners), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

a) All repairing, restoration, painting, maintenance and decorating of the building exterior, walls, and roofs, but not including repair, maintenance or replacement of Limited Common Elements, required to be maintained by Unit Owners.

b) All Maintenance, repair, painting, cleaning, and decorating of common areas and fixtures including entryways and parking areas.

c) Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging, and trimming, as required, except as delegated to the Unit Owners as set forth herein.

d) Repair, replacement or restoration of sidewalks, driveways, retaining walls and parking areas which are a part of the Condominium property.

e) Snow and ice removal and salting and cleaning walks, drives and parking areas, except as delegated to the Unit Owners as set forth herein or by the Declaration.

f) General repair, maintenance and replacement of exterior fixtures including exterior lighting fixtures and associated equipment, entry signs into the condominium project and roadway signs therein.

g) General repair, maintenance and replacement of common fixtures and equipment such as mailboxes, and associated fixtures and equipment.

h) General repair, maintenance and replacement of all sewer (sanitary and storm) and water mains and connecting pipes and conduits not dedicated to the utility or the municipality.

i) Provisions for maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 Association Services. The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual units that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefore. The Board of Directors may establish policies requiring prepayment for some or all of such service or maintenance, and/or may refuse to provide same to Unit Owners who are delinquent in the payment of any sum due the Association.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The units and the Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time.

ARTICLE IX

General

9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 Address. The mailing address of the Association shall be The Reserve at Olde Highlander, c/o: Steve DeCleene, N27 W24025 Paul Court, Suite 100, Pewaukee, WI 53072. or such other address as may be designated by the Board of Directors from time to time.

9.3 Seal. The Board of Directors may provide a corporate seal which, if provided, shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE X

Amendments

10.1 By Members. These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 Rights of Declarant. No amendment, repeal or alteration of these By-Laws shall alter or abrogate the rights of Declarant as contained in the Declaration or these By-Laws.

ARTICLE XI

Miscellaneous

11.1 Record of Ownership. Every Unit Owner shall, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all owners of the Unit, and the address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of address.

11.2 Statement of Assessments. The Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.3 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as set forth in the Declaration and in said Condominium Ownership Act.

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

11.5 Transfer Fee. The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the Condominium Association as a part of the Rules and Regulations. The transfer fee shall not be charged on initial sales by the Developer.

11.6 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

ARTICLE XII

Liability and Indemnity

12.1 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.2 Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.2(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the

breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.3 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.2 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.3(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Non-stock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.4 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.3 that indemnification under Section 12.2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.5 Partial Indemnification.

(a) If it is determined pursuant to Section 12.3 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.3 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.6 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.7 Limited Liability of Directors and Officers.

(a) Except as provided in subsection 12.7(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer,

unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.2(b).

(b) Except as provided in Section 12.7(c), this Section 12.7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.7(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.8 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.9 Non-exclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.2(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

[SIGNATURE PAGE & NOTARY PAGE TO APPEAR ON FOLLOWING PAGE]

[LEGAL DESCRIPTION AND TAX KEYS ATTACHMENT TO APPEAR ON FOLLOWING PAGE]

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 31 day of July, 2024 the above named Ryan Fritsch known to be the person who executed the foregoing instrument and acknowledged the same.



Wendy Griffin
Name: Wendy Griffin
Notary Public, State of Wisconsin
My commission: 2/5/25

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 31st day of July, 2024 the above named Erica Marty known to be the person who executed the foregoing instrument and acknowledged the same.



Name: Ryan Fritsch
Notary Public, State of Wisconsin
My commission: 3/4/2025

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 31st day of July, 2024 the above named Paige Sederberg known to be the person who executed the foregoing instrument and acknowledged the same.



Name: Ryan Fritsch
Notary Public, State of Wisconsin
My commission: 3/4/2025

LEGAL DESCRIPTION/TAX KEYS

All Units and so much of the undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on July 26, 2024 in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 4776548. Said condominium being located in the City of Oconomowoc, Waukesha County, Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto. And any Amendments thereto.

Part of Tax Key Nos. OCOC 0609994010, OCOC 0609994013 & OCOC 0609994015

RECORD OF ACTION TAKEN BY CONSENT OF THE BOARD MEMBERS OF THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM ASSOCIATION, INC. ("COA")

The undersigned, who is a current Board Member of the COA, hereby resigns from her position, effective July 28th, 2026.

1. **Erica Marty**

The following new Board Member has been assigned to the COA, effective July 28th, 2026.

1. Kathy Kline

Signed: July 28th, 2026

Current Board Member:

Erica Marty

By: Erica Marty

New Board Member:

Kathy Kline

By: Kathy Kline

State of Wisconsin

Department of Financial Institutions

Corporations Bureau

Form 102 - Nonstock Corporation Articles of Incorporation

Name of Corporation

The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 1 Name of Corporation:	The Reserve at Olde Highlander Condominium Association, Inc.

Article 2 Principal Office

Mailing Address:	N27 W24025 Paul Court, Suite 100
City:	Pewaukee
State:	WI
Zip Code:	53072

Article 3 Registered Agent

Registered Agent Individual:	Bryan Lindgren
Name of Entity:	
Street Address:	N27 W24025 Paul Court, Suite 100
City:	Pewaukee
State:	WI
Zip Code:	53072
Email:	wendy@neumanncompanies.com

Select Statement

Article 4 Select one statement:	The corporation will have members
Article 5 Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Wendy Griffin

Article 6 Incorporator

Name:	Bryan Lindgren
Street Address:	N27 W24025 Paul Court, Suite 100
City:	Pewaukee
State:	WI
Zip Code:	53072

Incorporator Signature

I understand that checking this	Yes

box constitutes a legal signature:	
Incorporator Signature:	Bryan Lindgren

Article 7 Optional Articles

The purpose(s) for which the corporation is incorporated:	Condominium Association
Delayed Effective date:	

Article 8 Directors

Name:	Ryan Fritsch
Street Address:	N27 W24025 Paul Court, Suite 100
City:	Pewaukee
State:	WI
Zip Code:	53072
Name:	Erica Marty
Street Address:	N27 W24025 Paul Court, Suite 100
City:	Pewaukee
State:	WI
Zip Code:	53072
Name:	Paige Sederberg
Street Address:	N27 W24025 Paul Court, Suite 100
City:	Pewaukee
State:	WI
Zip Code:	53072

Optional Contact Information

Name:	Wendy Griffin
Address:	N27 W24025 Paul Court, Suite 100
City:	Pewaukee
State:	WI
Zip Code:	53072
Phone Number:	262-542-9200
Email Address:	wendy@neumanncompanies.com

Endorsement

	FILED
Received Date:	07/31/2024
Entity ID:	T109821

ELITE
PROPERTIES INC.

Condominium Administration Agreement

This agreement (the "Agreement") is made and entered into this 1st day of July, 2024, by and between the unit owner's Association known as The Reserve at Olde Highlander Homeowners Association, Inc. (the "Association"), which is established in accordance with the laws of the State of Wisconsin for the property known as The Reserve at Olde Highlander Homeowners Association, Inc. Located in Oconomowoc (the "Property"), and Elite Properties, Inc., a Wisconsin Corporation (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of one year beginning July, 2024, and thereafter for periods of one (1) year unless this Agreement is terminated as provided in this section or in section 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the fifteenth (15th) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

If requested by the Board, Agent shall assist in preparing a budget for the following year for a fee of $50.00.

2.4 ANNUAL FINANCIAL STATEMENTS

Each year Agent shall submit to the Association a set of financial statements for the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.6 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.7 RECORD STORAGE

Agent shall provide the Association with physical storage space at Agent's offices or designated storage facility for up to two boxes of records, not to exceed 12 inches wide by 16 inches deep by 10 inches high and up to 35 pounds per box. Boxes are to be provided at Association's expense.

If additional storage is required and space is available, Association agrees to compensate Agent $2.25 per additional box, per month.

Association shall be responsible for delivery and retrieval of any such records at Agent's offices. Upon termination of this Agreement, the Association shall retrieve all records from Agent's offices within 30 days of termination. Association hereby authorizes Agent to destroy or discard any records not retrieved within 30 days after termination.

Association shall hold Agent harmless from any loss of records due to theft, fire, flood, natural disaster, acts of war or terrorism, and any other event not reasonably within Agent's ability to control. In no event shall Agent's total responsibility from any loss of records exceed a total of $1,000.

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding $1000 without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a

contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sum due Agent under any provision of this Agreement, and not paid within fifteen (15) days after such sums have become due, shall bear interest at the rate of 18% per annum. In addition, the Association shall be responsible for paying all costs of collection, including reasonable attorneys' fees, incurred by Agent in collecting any sums due from the Association.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by Agent.

Section 6 ATTENDANCE AT MEETINGS

Agent has no obligation to attend any meetings of the Board, the Association, or with contractors and other service providers. However, if Agent does attend any such meetings at the request of the Board, Association shall compensate Agent $85.00 per hour for attendance and travel time.

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not be required to accept directions or instructions with regard to the management of the Property from anyone else, but may do so at its discretion. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints _____ as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices or summonses received by the Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous Boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards

discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a monthly management fee according to the following schedule:

Units Completed	Monthly Fee
0 to 32 units	$628.00
32 to 58 units	$1139.00

A unit shall be considered "completed" when a certificate of occupancy for the unit has been issued by the local government agency.

The management fee shall be paid monthly in advance. The management fee shall be increased annually by 3% at each annual renewal period, unless otherwise agreed in writing. Clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including copying, postage and other expenses.

9.2 FOR MAINTENANCE SERVICES

The Association shall compensate Agent for maintenance work performed by Agent's employees at Agent's standard rates that are in effect at the time of service.

9.3 FOR LARGE OR COMPLEX PROJECTS

The Association shall pay Agent an hourly fee of $85 per hour to supervise and assist with large or complex engineering or construction projects, law suits, consulting services, or insurance claims that are in excess of the effort required for routine management, maintenance and repairs. Agent shall be required to notify the Association in advance when said fee will apply.

9.4 FOR OTHER SERVICES

Agent is authorized to prepare documentation about the Association as needed for unit owners to facilitate the sale or refinance of units and may charge the requesting party (such as a lender, title company, or broker) a fee for such services as permitted by law. Agent may market to and provide additional services to directly to unit owners at no cost to the Association.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its

employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insured, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within fourteen (14) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of thirty (30) days' written notice to Agent before any cancellation of or changes to said policies.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failure to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 APPROVE ANNUAL BUDGET

Board shall approve an Annual Budget at least thirty (30) days prior to the start of each fiscal year. Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget. If the Board fails to approve an Annual Budget in the time required, Agent is hereby authorized to operate and manage the Property based on the previous budget, subject to any adjustments deemed necessary by Agent, until such time as Board approves an Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION

Either party may cancel this Agreement at any time on not less than sixty (60) days prior written notice, as defined by Section 21, below.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement. Agent may withhold funds for sixty (60) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within sixty (60) days after the end of the month in which this Agreement is terminated, any balance of monies due to the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Wisconsin. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate those portion(s) of this Agreement by notice to the Association. HOWEVER, the remainder of this Agreement shall remain in force.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

Mailing Address:

Elite Properties, Inc.
700 Larry Court
Waukesha, WI 53186

Physical Location:

Elite Properties, Inc.
700 Larry Court
Brookfield, WI

21.2 TO THE ASSOCIATION

The Reserve at Olde Highlander Homeowners Association, Inc.
N27W24025 Paul Ct. #100
Pewaukee, WI 53072

21.3 DELIVERY OF NOTICES

Notices or other communication between the parties to the Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agents and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

Section 23 COMMUNICATION WITH LEGAL COUNSEL

From time to time under the provisions of this Agreement, or at the direction of the Board of Directors or an Officer of the Association, the Agent will consult with the attorney engaged by the Association on legal matters. Although the Agent remains an independent contractor under this Agreement, for purpose of any type of communication with the Association's legal counsel, the Agent and the employees of Agent shall be

deemed the functional equivalent of employees of the Association and its legal counsel shall extend to the Agent and its employees for purposes of attorney-client privilege.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 28th day of June, 2024.

Board: The Reserve at Olde Highlander Homeowners Association, Inc.

By: Ryan Fritsch, Board Member

Agent: Elite Properties, Inc.

By: _____
Sara Moker



The Reserve at Olde Highlander Condominium Association
Annual Budget upon Completion

Revenue ($350/month)	$ 243,600
Operating Expenses	
Landscape Maintenance	$ 51,070
Mulch (biennially)	$ 7,500
Lawn Repairs/Replacements/etc.	$ 2,000
Irrigation	$ 4,500
Snow Removal	$ 48,720
Holiday Decorations	$ 250
Management Fees	$ 17,400
Insurance	$ 46,400
Office Supplies/Mailings	$ 400
Miscellaneous	$ 400
Master Association Fees ($700/unit/year)	$ 40,600
Reserve Contribution	$ 24,360
Total Operating Expenses	$ 243,600

The Reserve at Olde Highlander 2025 Budget

Account Name		
Income		
Monthly Association/Dues Income (10 Units @ $325) - est. $350 in 2026	$	39,000
Transfer fees	$	-
Projected Shortfall Funding	$	5,000
Total Operating Income	**$**	**44,500**
Expense		
Landscape Maintenance	$	10,788
Mulch (biennially)	$	1,000
Lawn Repairs/Replacements/etc.	$	-
Irrigation	$	1,500
Snow Removal	$	10,500
Management Fees	$	7,762
Insurance	$	8,000
Office Supplies/Mailings	$	250
Miscellaneous	$	250
Master Association Fees ($700/Unit/Year) - beginning in 2026	$	-
Reserve Contribution	$	4,450
Total Operating Expense	**$**	**44,500**
Total Income	$	44,500
Total Expense	$	44,500
Net Income	**$**	**-**

The Reserve at Olde Highlander

The Reserve at Olde Highlander Condominium Association

		2026 Annual Budget
		16 Units @325.00
Income		
Association Dues	$	62,400
Projected Shortfall (Developer Contribution)	$	10,000
Total Income	**$**	**72,400**
Operating Expenses		
Landscape Maintenance	$	12,800
Mulch (biennially)	$	2,500
Lawn Repairs/Replacements/etc.	$	1,000
Irrigation	$	3,000
Snow Removal	$	12,800
Holiday Decorations	$	250
Management Fees	$	8,000
Insurance	$	12,000
Office Supplies/Mailings	$	250
Miscellaneous	$	560
Master Association Fees	$	12,000
Reserve Contribution	$	7,240
Total Operating Expenses	**$**	**72,400**
Total Operating Income		72,400.00
Total Operating Expenses		72,400.00
		0.00


Future Residential
SCOTSLAND LANE
LOMONT CT.
ABERDEEN PLACE
MACGREGOR ROAD
OLDE HIGHLANDER DRIVE
GLASGOW ROAD
BRECHIN PLACE
REGENT ROAD
SUMMIT AVE.
PEDESTRIAN TRAIL
BASIN
AMENITIES AREA
POND
Future Condos
WALLACE LOOP
CLOTH HALL WAY
STIRLING DRIVE
PEDESTRIAN TRAIL
Future Commercial
PABST ROAD
GLENCOE LANE
Future Townhomes
Future Multi-Family
N
The Estates
The Villas
The Towns
The Reserve
Pedestrian Trail
Sidewalks

THE CAROLINE

1,631 SQ. FT.
2 BED | 2 BATH



Farmhouse



Craftsman



Country Cottage

HARBOR HOMES

262.232.8520 | HarborHomesWI.com

THE CAROLINE

1,631 SQ. FT.
2 BED | 2 BATH



Renderings may be shown with optional features such as stone and other details. Products shown as life-like as possible. We cannot guarantee the color seen portrays the true color of the product. Copyright 2023 Harbor Homes Inc. Updated 08/17/23

THE VIOLET

1,808 SQ. FT.
2 BED | 2 BATH



Farmhouse



Craftsman



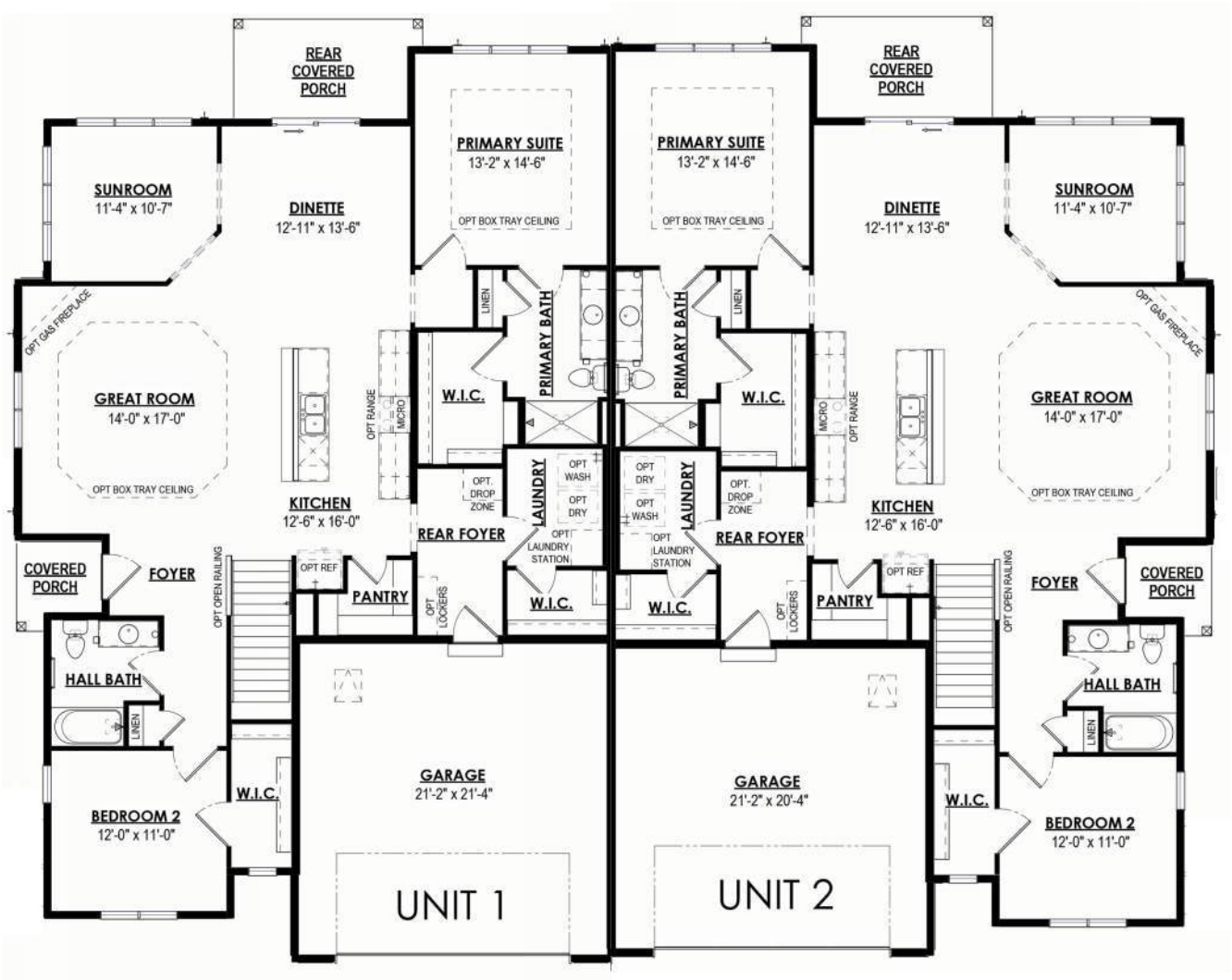
Country Cottage

HARBOR HOMES

262.232.8520 | HarborHomesWI.com

THE VIOLET

1,808 SQ. FT.
2 BED | 2 BATH



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THE RESERVE AT OLDE HIGHLANDER CONDOMINIUM ASSOCIATION, INC.

RULES, REGULATIONS AND POLICY GUIDELINES
EFFECTIVE 2024

I. DEFINITIONS

a) **Condominium** shall refer to the portion of the property subject to The Reserve at Olde Highlander Condominium declaration.

b) **Association** shall refer to The Reserve at Olde Highlander Condominium Association, Inc., a nonprofit organization incorporated to govern the Condominium.

c) **Common Elements** shall refer to the area outside each home from the exterior envelope of the building to the center of the street and to the property boundaries, except for areas designated as Limited Common Elements.

d) **Limited Common Elements** shall refer to the area immediately outside each home, including the sidewalk, the fenced patio or deck with concrete or paver pad, any deck, the mulched area surrounding the outside of the fence, the mulched area between the sidewalk and the unit and the exterior parking area immediately in the front of the garage.

II. USE

a) No unit owner shall occupy or use his/her home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.

b) No trade or business shall be conducted on the Condominium property or from any home without the written approval of the Board of Directors of the Association and in full compliance with all applicable law(s).

III. OCCUPANCY

a) Homes in the Condominium shall not be rented for transient or hotel purposes, which shall be defined as:

1) Any rental for periods of less than six (6) months; or
2) Any rental if the occupants of the home are provided customary hotel services.

b) Occupancy of any Condominium unit shall not exceed eight (8) people.

IV. LEASES

a) Owners of homes in the Condominium may lease their homes on whatever terms and

conditions they may wish, provided that in each instance the following terms and conditions are met:

1) The lease must be in writing, signed by the owner and the tenant and available for review by the Board of Directors of the Association.

2) The lease must be for no less than six (6) months.

3) The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, the By-Laws, and all rules and regulations of the Association.

4) Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant and the provisions of the lease.

5) Owners must also provide the Association with their forwarding address and a telephone number where they can be reached should their unit be rented.

V. PERSONAL PROPERTY

a) All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Garden hoses, when not in use, must be kept inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. Cooking grills, table and chairs, and table umbrella are approved for use and storage on the patio or deck. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions.

b) Nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, fences or roof without the prior written approval of the Board of Directors of the Association. This includes, but is not limited to, signs, plaques, awnings, canopies, antennas, satellite dishes, ornaments, decorative banners, bird feeders, bird houses, wind chimes, or wind socks. Repair of any damage caused by attachment to the structures shall be performed by the Association and the cost of those repairs is the sole responsibility of the unit owner (see (e) below).

c) All other strictly prohibited items include, but are not limited to, artificial flowers, swing sets, laundry poles or clotheslines. Laundry (swimsuits, towels, rugs, etc.) may not be hung over a patio or deck fence.

d) A maximum of two security system signs are permitted only in the limited common elements.

e) The American flag may be flown or displayed anytime in the limited common elements, following accepted flag protocol and using a flag pole holder that may be attached to a fence post, the vertical corner trim of a unit, or the side trim of the garage overhead door, but not extending above the roof line. The cost of repair of any damage to the structure caused by such hangers is the sole responsibility of the unit

owner. The Wisconsin State flag may be displayed in place of the American flag. University, college and professional sports team flags may be flown or displayed in the limited common elements ONLY on the day before, day of, and the day after a scheduled team event. Only ONE flag or banner may be flown or displayed at any one time. No other flags are permitted.

VI. DECORATIVE AND OTHER ITEMS

a) Decorative and other items which are PERMITTED:

1) Additional patio screen is allowed. However, all patio screening is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers may be approved by the ACC in writing, provided they do not exceed six (6) feet in height, extend out more than fourteen (14) feet from the back wall of the building, or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design, and construction details when reviewing or approving any requests for patio screening. Ongoing maintenance is the sole responsibility of the unit owner.

2) A wreath or decoration on the front door which is not larger than thirty (30) inches in diameter and properly mounted using a hanger suspended from the top of the door.

3) Up to four single shepherd hooks or two double shepherd hooks for hanging live floral baskets. The hooks shall be no taller than seventy-two (72) inches overall and placed in a mulched bed in the limited common elements. Floral baskets and empty shepherd hooks shall be removed at the end of the growing season (October 15). Fall blooming plants and shepherd hooks shall be removed by November 30. Natural color cedar deck flower boxes are also approved.

4) Up to four (4) flower or plant pots in the limited common element, excluding the area outside of the garage, which are not taller than the fence (if applicable) or taller than the window sill or tallest shrub outside the fence in the limited common elements. Flower pots shall be removed after the growing season unless plants are year-round such as evergreens.

5) One small garden banner is allowed inside the fenced patio or deck area, but not to exceed the height of the lowest window sill if placed along the building.

6) Solar low voltage ground or landscaping lights with white bulbs in the limited common area, provided, however, approval for installing such lights must be given by the Board of Directors of the Association prior to installation. Only accepted styles and a specific number of lights are permitted. Those guidelines may be obtained from the Property Management Company.

7) Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a taupe or tan color. After November 1, the container and

hose shall be removed and stored inside the garage.

8) Up to two (2) statues or flower bed ornaments are allowed inside the fenced area or in the common elements in the immediate area of the entry door (if you do not have a patio or deck) but they must:

a. Not exceed twenty-four (24) inches in height and

b. Be of a natural color similar to our building colors and material such as sand, stone, twigs, or vines. Painted statues are prohibited.

9) One outdoor thermometer transmitting unit not exceeding two (2) inches by six (6) inches affixed to the patio or deck fence.

b) Decorative and other items which are NOT PERMITTED:

1) Wall plaques, including name/address plates

2) Windsocks, wind chimes, and large decorative banners, pinwheels, etc.

3) Statues or statuettes, other than described above

4) Garden hose hangers

5) Inflatable decorations

6) Fencing of any type in the limited common elements or the common elements

7) Gazing balls

8) Flower bed edging material of any kind

c) Holiday Decorations

1) Seasonal lights and decorations may be placed in the limited common elements and/or on building exteriors provided the decorations do not damage the limited common elements including the building, gutters, or siding. No decorations shall be allowed on any 16' garage door. Repair of any damage caused by attachment to any structure shall be performed by the Association and the cost of those repairs shall be the sole responsibility of the unit owner. No ornaments or decorations are allowed on the roof or hanging from the roof.

2) December holiday decorations may be displayed no earlier than four (4) weeks before and two (2) weeks after the holiday. Other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween, and Thanksgiving may be recognized no earlier than two weeks before and one week afterward. See XVII TRASH COLLECTION, item (a) regarding proper and timely disposal of live Christmas trees and swags.

3) Yard displays, lighted or unlighted, are not permitted in the common elements.

VII. FLOWERS/LANDSCAPE PLANTS

a) Flowers

1) Annuals and perennials less than three (3) feet high may be planted in the limited common elements of each home.

2) No flowers may be planted around the base (mulch ring) of any trees.

3) Maintenance of the flowers is the responsibility of the unit owner. Dead flowers/plants are to be removed at the end of the growing season. Flowers that may be damaged by the landscape maintenance crew are the sole responsibility of the unit owner and not the Association. Annuals which are not maintained during the growing season will be removed by the groundskeepers and the unit owner will be billed for removal.

b) Landscape Plants

1) Any planting of shrubs or trees outside a home must be approved in advance by the Board. Variance request forms are available from the Property Management Company.

2) Any new landscape shrubs or plants must be a species already in use in the community and which, at maturity, will not exceed three (3) feet. Trees may be taller than three (3) feet.

3) New planting by unit owners will become the property of the Association, which will provide future mulching, pruning and fertilization. However, should any one of the plants die, the unit owner is responsible for replacement.

VIII. EXTERIOR ALTERATIONS

a) No alteration, additions, fences, walks, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed without prior written approval of the Board.

b) Storm doors may be added at the unit owner's expense using an approved design and color. Information about approved storm doors may be obtained from the Property Management Company.

c) Extension of concrete patios are subject to review and approval by the ACC and are subject to applicable Municipal ordinances and building codes. Rear patios may be approved by the ACC in writing, provided the dimensions do not exceed thirteen (13) feet in width and twelve (12) feet in length, with width being measured parallel to the

foundation wall. Ongoing maintenance is the sole responsibility of the unit owner.

d) Irrigation timers are pre-set to recommended watering settings upon lawn installation and adjusted to recommended settings once lawn has been established. Settings are determined by the Association in conjunction with the sprinkler and landscaping subcontractors. Unit Owners are prohibited from changing the irrigation timer settings, unless give written approval by the Board.

e) Any replacement items must be consistent with the type and design of the item installed initially (e.g. unit owner may not use yellow-colored light bulbs).

IX. WINDOWS AND WINDOW COVERINGS

a) All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be neutral, such as white, off-white, beige, light gray or wood on the exterior side.

b) Solar film may be installed on the inside of windows, although no mirrored or extremely dark film is permitted. The film shall not restrict visibly transmitted light by more than twenty-five (25%).

X. SIGNS

a) No signs may be hung or displayed from inside the windows except professionally prepared “For Sale” or “For Rent” signs or security system decals. See Sections III and IV regarding leasing.

b) “For Sale” or “For Rent” signs shall not be larger than 24" x 24" and must be professionally prepared.

c) Professionally prepared political signs may be displayed in a unit’s window or in the limited common area one month prior to an election and removed three days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per unit per election is permitted.

d) No more than one sign may be displayed at a home.

e) No signs of any kind are permitted in any common element or limited common elements.

XI. NOXIOUS ACTIVITY

a) No noxious or offensive activity shall be carried on in any home or in the common elements; nor shall anything be done therein which may be or become an annoyance or nuisance to others.

b) Nothing shall be done or kept in any home or in the common elements that will increase the rate of insurance on the homes or the Common Elements, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his/her home or in the common elements which will result in the cancellation of insurance on any home or any part of the common elements, or which would be in violation of any law or ordinance.

c) No waste shall be disposed of or discarded in the common elements, including cigarette, cigar refuse and chewing tobacco.

XII. ANIMALS

a) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any home or in any of the common elements. Birds and fish, and not more than a total of two (2) dogs and cats, (i.e., two dogs, OR one dog and one cat, OR two cats), may be kept as household pets by unit owners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

b) All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length.

c) Pets shall be licensed by the municipality if required, and owners shall possess proof that pets have been inoculated properly. If it becomes necessary, the Board of Directors of the Association has the authority to request proof of a pet's inoculations and license.

d) Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all pet waste.

e) No pet shall be tethered outside in any common element or limited common element without the pet owner present.

f) If pet droppings or burn residue from urine are found to abound around a particular home, the Board shall assume that the damage was done by that unit owner's pet. The Board of Directors of the Association will have that area cleaned and re-landscaped as necessary. The unit owner will be responsible for the payment of all costs and appropriate fines.

g) Unit owners whose pet(s) create a nuisance by disturbing the peace in the community, e.g. barking and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the unit owner may be required to remove the animal from the community permanently.

h) Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as "attack dogs" shall not be kept anywhere in the

condominium. Dogs affected by this section include all dogs which are one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow.

i) It is suggested that ID tags with owner's name/address shall be displayed on pets at all times.

XIII. PARKING/VEHICLES

a) No boats, trailers, motor homes, trucks larger than a 3/4-ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight.

b) Other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the limited common elements (in front of garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other unit owners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, are an authorized exception.

c) All parking whether by unit owner or guest(s) must be within the garage, or in the limited common elements in front of the garage door. Overnight parking in the Condominium is not allowed.

d) No vehicles shall be parked in any manner which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage.

e) Vehicles which cannot be identified as belonging to an owner, parked in any common or limited common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

f) Reckless operation, speeding, and parking or driving off paved roadways or drives are prohibited.

g) No vehicle repairs are permitted in the common or limited common elements except for short-term emergency work (flat tire, battery charge, etc.)

h) Inoperable vehicles (i.e., those with flat tires, expired license tags, etc.), which cannot be identified as belonging to a unit owner/resident, and vehicles parked in any common or limited common area for more than 48 consecutive hours will be towed off the premises at the owner's expense.

i) Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the unit owner's garage. Resulting asphalt damage will be repaired by the Association and at the unit owner's expense.

j) For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.

XIV. TRASH COLLECTION

a) Trash containers must be supplied by the unit owner and cannot be set out before 8:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.

b) Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with unit owner's address.

c) Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.

d) Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.

e) Trash containers must be picked up and put away by 9:00 p.m.. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.

f) Trash containers, when not set out for collection, must be kept inside the garage. Unit owners are responsible for clean up of any trash spillage from their containers.

g) No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Unit owners are responsible for the disposal of ALL such items at designated and appropriate sites.

h) Unit owners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the municipality and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the unit owner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the unit owner will be charged accordingly.

XV. FEES

a) The fees levied by the Association are used exclusively to promote the health, safety, and welfare of all the unit owners of the Condominium and for the improvement and maintenance of the common elements and the limited common elements for the good of the community.

b) Condominium dues are an annual assessment payable in monthly installments. In the event a unit owner defaults on a monthly payment, the Association may file a lien on the home, accelerating the fees through the calendar year. In the event the account is not brought current in a timely manner, the Association may also pursue foreclosure.

c) Condominium fees are due on the first day of each month. Fees received on or after the 10th day of the month must include a $30 late charge. Once the payment is 30 days past due, there will be an additional $60 late charge. Electronic withdrawal can be arranged through the Property Management Company. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association.

d) Collection process: After an Association member's account is

1) **10 days Past Due**: the Property Management Company sends the unit owner a late notice of the overdue payment.

2) **30 days Past Due:** the Property Management Company sends a demand letter to the owner; the Association attorney sends intent to file lien letter by certified mail stating that all expenses incurred in the collection process including legal fees are the responsibility of the unit owner and notification is sent to a credit bureau.

3) **60 days Past Due:** the Association files a lien against the owner's property to secure the assets of the Association in the case that the property title would be transferred, and notification is sent to the credit bureau.

4) **90 days Past Due:** the Association initiates foreclosure proceedings against the unit owner through the Association's Attorney. Once the foreclosure and the County Court has awarded the Association a judgment, the property will be sold at a Sheriff's Sale.

e) In the event that a unit owner becomes delinquent, any legal costs associated with the collection of these fees are assessed to the unit owner in accordance with the Condominium Declarations.

f) Only owners in good standing, with fees current, are permitted to serve on committees, to vote for the election of Directors, and to vote on Association issues in special elections.

XVI. SOLICITATION AND YARD SALES

a) Solicitation by commercial enterprises is not authorized within the community.

b) Garage sales and tag sales are prohibited unless approved by the Association as a planned community activity.

XVII. AMENDMENTS

a) The Board of Directors, or Rules & Regulations Subcommittee as assigned, will review the Rules and Regulations on an annual basis for the consideration of revisions by the Board of Directors of the Association. Although emergencies can arise, changes should be made sparingly to promote stability and understanding, and therefore, compliance.

APPENDIX

Rules and Regulations Violation Notice and Correction Procedure:

1. The Property Management Company must confirm and validate the reported violation.
2. Once validated the first violation letter will be sent to the unit owner who is in violation.
3. Ten (10) days later, a re-inspection shall be performed by the Property Management Company for compliance.
4. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
5. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with the repair will be assessed to the unit owner's account.
6. If the violation has not been corrected and brought into compliance, a second letter will be sent to the unit owner who is in violation.
7. Ten days later, another re-inspection shall be performed by the Property Management Company to check for compliance.
8. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
9. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with this repair will be assessed to the unit owner's account.
10. If the violation has not been corrected and brought into compliance, a third letter will be sent to the unit owner who is in violation. At this time the unit owner's account will be charged a $50.00 assessment.
11. An additional charge of $5.00 will be assessed to the unit owner's account for each subsequent day the violation is not corrected.
12. At the end of a thirty (30) day period from the date of the initial violation notice, the Association has the right to arrange for the correction to be performed. Any costs associated with this correction will be assessed to the unit owner's account.
13. The unit owner has the right to appeal this charge and /or assessment by filing a "UNIT OWNER REQUEST FOR A HEARING" form with the Property Management Company.
14. A hearing will be scheduled by the Property Management Company to be included on the agenda of the next scheduled Association Board of Directors meeting.
15. Pending disposition of the Board of Directors, all assessments will continue as scheduled.
16. If the same violation occurs with this unit owner, a $50 fine will immediately be assessed with an addition $5.00 assessed for each subsequent day.
17. The Association has the right to pursue any means at its disposal to collect this assessment up to and including filing a lien against the unit owner's property.