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DECLARATION OF CONDOMINIUM OF
NORTH BY NORTHWEST DELAFIELD
STORAGE CONDOMINIUM

Document Number

Document Title

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Recording Area

Name and Return Address

John Berget
5011 State Road 50
Delavan, WI 53115

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Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

DECLARATION OF CONDOMINIUM
OF
NORTH BY NORTHWEST DELAFIELD STORAGE CONDOMINIUM

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes, as amended, by North By Northwest Storage, LLC, a Wisconsin limited liability company, hereinafter "Declarant."

ARTICLE I

DECLARATION, STATEMENT OF PURPOSE AND LIMITATION OF USE

The Declarant, as the sole owner of the real estate as described in Section 2.02 below, and all improvements located thereon and all easements, rights, and appurtenances thereto, declares said real estate, together with said improvements, easements, rights, and appurtenances thereto, collectively "Condominium", subject to the condominium form of ownership in the manner provided by the Act and as further provided for in this Declaration. All of the provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest. The Condominium shall be non-residential in nature. The Condominium is established expressly for storage and related uses, most particularly and expressly for the storage of automobiles, recreational vehicles, boats, and other vehicles.

ARTICLE II

**LEGAL DESCRIPTION, NAME/ADDRESS,
RESTRICTIONS, AND DEFINITIONS**

2.01 Name/Address. The name of the Condominium is the "North By Northwest Delafield Storage Condominium". The principal address is S13W33800 Highway 18, Oconomowoc, WI 53066. The individual address assigned to each unit is specified in the Street Address Assignment sheet attached as Exhibit IV.

2.02 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit I attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by Unit number, and such description shall be good and sufficient for all purposes as defined in the Act. The Condominium shall initially consist of four (4) buildings comprised of thirty-seven (37) storage units in total.

2.03 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to all documents of record in the Waukesha County Register of Deeds Office. Included among said documents of record is a conditional use permit that has been issued by the Town of Delafield and recorded with the Waukesha County Register

of Deeds on March 31st, 2026, as Document No. 4867946 (the "Conditional Use Permit"). In addition to the provisions of this Declaration, all requirements, terms, and conditions set forth in the Conditional Use Permit must be met and adhered to by the Association and its Unit Owners. All potential Unit Owners are encouraged to carefully review all such documents.

2.04 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE III

UNITS

3.01 Definition. "Unit" shall mean that part of the Condominium as hereinafter described intended for storage, all as shown on the Condominium Plat, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed spaces located on one or more floors (or parts thereof), in a building which may have more than one Unit, hereinafter sometimes referred to as a "Building".

3.02 Description/Boundaries of Unit. A Unit in the Condominium shall include:

- (1) Any and all permissible equipment and other fixtures contained in the Unit.
- (2) The entire Unit as depicted on the Condominium Plat and shall include, but are not limited to, the following:
 - (a) All exterior walls and interior walls and footings;
 - (b) All doors, windows, and glass, if any, their casements, and all of their opening, closing, and locking mechanisms and hardware;
 - (c) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards, or ceiling electrical outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box;
 - (d) All plumbing and piping; and,
- (3) Specifically, not included as part of the Unit are all Common Elements, including Limited Common Elements, as set forth in the Condominium Plat or any amendment thereto.

3.03 Improvements and Alterations to Unit. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions

of or the exterior appearance of a Unit or any portion of the Common Elements, including limited common elements, except as expressly provided for herein, without obtaining the prior written approval of the Association, which may charge the requesting Unit owner(s) a reasonable plan review fee and inspection fee. To the extent required by law, any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Any and all permits as required from the Town of Delafield shall be obtained prior to recording modifications to this Declaration and the Condominium Plat. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction.

3.04 Relocation of Unit Boundaries, Merger of Units, Separation of Merged Units. Subject to the provisions of Section 703.13 (6), (7) and (8) of the Act, the owner or owners of adjoining Units may relocate the boundaries between the adjoining Units, merge adjoining Units, and separate a merged Unit to adjoining Units. Such modification shall require the approval of the Association, which may charge the requesting Unit owner(s) a reasonable plan review fee and inspection fee. To the extent required by law, any approved relocation, merger or separation of Units must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. A copy of any required municipal building permit must be provided to the Association prior to the commencement of any construction. Notwithstanding any such interior changes made as herein provided, said Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees, and assessments.

3.05 Identification. Units shall be identified by Unit number as specified on the Condominium Plat of the Condominium, which shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit II.

ARTICLE IV

COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units and Limited Common Elements (as defined herein below).

4.02 Use. Except as otherwise provided herein, and subject to the Bylaws of the Association, as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.03 Ownership/Conveyance. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit III attached hereto. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referenced therein. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of a Unit owner's interest in the Common Elements shall be void unless the Unit to which it is attached is also transferred.

ARTICLE V

LIMITED COMMON ELEMENTS

5.01 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 Description. The Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include the adjacent stoop, walk, and the driveway extending from the Unit to the main drive thoroughfare, and all parking spaces identified on the Condominium Plat as reserved for any Unit and any improvements thereto as permitted in Section 5.03 below.

5.03 Use. Except as otherwise provided herein or in the Bylaws of the Association or as may be regulated by the Association, pursuant to its adopted rules and regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Each Unit Owner shall have the perpetual unrestricted right of ingress and egress from his or her Unit over said Limited Common Elements associated with the Unit.

ARTICLE VI

USES

6.01 Storage Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for personal storage purposes only. Furthermore, notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with all Ordinances of the municipality in which the Condominium is located, and any other restrictions as contained in the Association Bylaws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no conduct of any activity, which would increase the insurance rates on the Condominium.

6.02 Prohibition on Leasing. All Units must be Unit Owner-occupied and shall not be leased or rented, except for Units owned by the Declarant. A Unit Owner, other than the Declarant

which shall not be subject to these restrictions as provided for below, may not rent or lease a Unit except as follows:

- (1) The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and shall not be for an initial term of less than one (1) month.
- (2) The Lease shall contain a provision obligating all tenants to abide by this Declaration and the Association Articles of Incorporation, Bylaws, and the Rules and Regulation, providing that the Lease and all amendments, extensions, and renewals thereof. The Unit Owner shall be responsible for providing the tenant, before occupancy, a copy of the Declaration and the Association Articles of Incorporation, Bylaws, and the Rules and Regulation.
- (3) The Lease and any amendments, extensions, and renewals thereof shall provide that any default arising out of the tenant's failure to abide by the Declaration, Articles, Bylaws, and 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, Articles, Bylaws and Rules and Regulations, the right to evict the tenant(s) 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(s) specifying the violation. Notice to the Unit Owner shall constitute notice to the tenant(s).
- (4) The leasing Unit Owner shall provide the name(s) of the tenant(s) and a copy of the Lease and any Amendments thereto to the Association.
- (5) The Association may further limit the renting or leasing of Units pursuant to its rule/regulation making authority without the necessity of amending this Declaration.

During the term of any Lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration, Bylaws, and Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

6.03 Sign Restriction. Except for condominium association identification signs, traffic control signs, maintenance signs, building address signs, and such other signs as approved in the Rules and Regulations, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except that the Declarant shall have the right to exhibit one or more temporary project identification signs and sale signs with related marketing information and "For Lease" or "For Sale" signs in Units owned by the Declarant. All signs shall be in accordance with the Town of Delafield Zoning Code.

6.04 Animal Restriction. Only animals as permitted in the Association Rules and Regulations (if any permitted) shall be allowed in the Condominium and its Units and only if such animal(s) does (do) not unreasonably disturb the other Unit Owners. Owners of such animal(s)

shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. Furthermore, the owner of any such animal shall be responsible for the immediate removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit Owner or his or her tenants, guests, and invitees. No animal runs shall be permitted on the premises and feeding of wild animals shall not be permitted. Each Unit Owner is monetarily liable for any damage done by his or her pet, or the pet of such Unit Owner's guest or invitee, to the property of the Condominium (common elements and limited common elements) and to the property of any other Unit Owner. No Unit shall be used to house, keep, or kennel any animal.

6.05 Enforcement. This Article VI shall be binding upon all Unit Owners and shall be enforced in the Remedies set forth in Article XVIII hereof. Any and all attorneys' fees and other expenses incurred by the Declarant or the Association in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII

UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, corporation, or other legal entity who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units for which an occupancy permit has been issued by the municipality in which the Condominium is located.

ARTICLE VIII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.01 Definition. "Association" shall mean the North By Northwest Delafield Storage Condominium Owners Association, Inc., a Wisconsin non-stock corporation organized and existing under and pursuant to Chapter 181, Wis. Stats.

8.02 Membership. Every Unit Owner shall be entitled and required to be a member of the Association and shall be subject to its Articles of Incorporation, Bylaws, and Rules and Regulations adopted by it for use and management of the Condominium. By becoming members of the Association, each Unit Owner automatically assigns the management and control of the Common Elements of the Condominium to the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner(s). Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

8.03 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote per Unit in the Association, subject, however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and current mailing address of the Mortgagee of the Unit, if any, has been provided to the secretary of the Association. The of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Waukesha County Register of Deeds.

8.04 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant shall have the right to directly manage and maintain or contract for services to manage and maintain the Common Elements and Limited Common Elements. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 8.05, 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 from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date, unless the statute governing such period of Declarant control is amended to permit a longer period, in which event such longer period shall apply; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

8.05 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners, other than the Declarant, shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 8.04 and this Section 8.05, the percentage of Common Element interest conveyed shall be calculated by

dividing the number of Units conveyed by the total number of Units under this Declaration and the Condominium Plat.

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

ARTICLE IX

REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit, except to the extent any repair cost is paid by any Association's insurance policy described in Article X. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit. If the Unit Owner fails to maintain the general cleanliness and presentability of a Limited Common Element, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Common Elements and Limited Common Elements, including snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, driveways, and external parking areas, as well as the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, driveways and external parking areas, and the maintenance of the conservation easement area. A landscaping plan dated August 12, 2025 (the "Landscaping Plan") has been approved by and is on file with the Town of Delafield. A true and correct copy is attached hereto as Exhibit V. All landscaping shall

be maintained in accordance with the Landscaping Plan. Stormwater management plans have likewise been approved by the Waukesha County Land Resources Division and recorded with Waukesha County Register of Deeds on June 17, 2025, as Document No. 4822458. Stormwater management shall be conducted and maintained as provided therein.

9.04 Entry by Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of Units as set forth in Paragraphs 9.01 and 9.02, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of twenty-four (24) hours from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

9.05 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements, Limited Common Element or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.06 Maintenance of Septic Systems and Holding Tanks. The Association shall be responsible to contract for and cause the regular and timely maintenance, repair and replacement of any and all septic systems and holding tanks located on or otherwise serving the Condominium. Any and all costs associated with the maintenance, repair and replacement of the septic systems and holding tanks shall be assessed to the Unit Owners along with the costs of maintaining and repairing the Common Elements.

ARTICLE X

INSURANCE

10.01 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, and for the Association's service equipment, supplies, and personal property. Insurance

coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

10.02 Public Liability Insurance. The Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$2,000,000.00 aggregate, \$1,000,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

10.03 Fidelity Insurance. The Association may maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association, with the Association shall be the named insured, and the insurance being such amount of as the Association deems necessary.

10.04 Unit Owners' Insurance. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for the full replacement cost of the Unit Owner's Unit. The Association may require each Unit Owner to provide the Association with a proof of such insurance. In addition, Unit Owners are strongly encouraged to obtain various types of insurance, including but not limited to, liability and property damage and public general liability insurance, because of the potential for great loss to any individual Unit Owner. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.

10.05 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin.

10.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any

right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

10.07 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

10.08 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE XI

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

11.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

11.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an addendum to Condominium Plat or amendment to

Condominium Declaration as necessary shall be recorded by the Association setting forth such authorized variance. All applicable Town of Delafield permits shall be obtained.

11.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association, as trustee, pursuant to Article X shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.07. (Notwithstanding the foregoing, any insurance purchased by the Association pursuant to 10.04 shall be held by the Association as Trustee for the subject Unit Owner(s) and used to pay for Unit Owner repairs to the extent that insurance funds are available. The Association shall not be liable for any deficiencies.)

11.05 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association (other than deficiencies in funds available to make repairs to a Unit or Units), a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

11.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

11.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible, but in any case, within two hundred seventy (270) days of the damage or destruction.

ARTICLE XII

EMINENT DOMAIN/CONDEMNATION

12.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

12.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

12.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the taken Common Elements unless approved by the board of directors of the Association and a majority of the first Mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an addendum to the Condominium Plat or an amendment to the Condominium Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. Each Unit Owner shall be responsible for rebuilding his or her Unit.

12.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

12.06 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

12.07 Percentage Interests Following Taking. Following the taking of all, but not less than all, or any part of any Unit, the percentage interest in the Common Elements appurtenant to each remaining Units shall be adjusted to be equal to one (1) divided by the number of remaining units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the remaining Units. Such amendment need be signed only by two (2) officers of the Association. A partial take of a Unit shall not affect the percentage interests in the Common Elements.

ARTICLE XIII

COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS

13.01 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for landscaping and lawn care, snow shoveling, and plowing; improvements to the Common Elements, common grounds security lighting, municipal utility services provided to the Common Elements, and maintenance and management salaries and wages.

13.02 General Assessments. The Association shall levy general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The initial annual assessment shall be \$780.00 per year (\$65.00 per month), due monthly, which includes any and all Association services, such as maintenance of common areas. The Association Board of Directors may revise the annual fee from time to time without the necessity of amending the Declaration. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements as set forth in Exhibit III. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2) (c) of the Wisconsin Statutes, no General Assessments shall be assessed against any unoccupied Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses.

13.03 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of unit or limited common element maintenance as required of the Unit owner or destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

13.04 Payment of General and Special Assessments by Automatic Withdrawal. The Association may require payment of general and special assessments by each Unit Owner by automatic withdrawal from a depository account. Upon the Association requiring payment by automatic withdrawal, each Unit Owner shall open the necessary depository account and shall provide the Association such information, forms and authorization as necessary to facilitate such automatic withdrawal.

13.05 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

13.06 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.07 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

13.08 Enforcement. The assessments, both general and special, of Common Expenses, together with such interest as the Association may impose hereunder or in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes.

13.09 Suspension of Voting Rights. If any assessment, both general and special, of Common Expenses is delinquent and a Statement of Condominium Lien as described in Section 703.165(8) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.10 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of Condominium lien covering the delinquency shall have been recorded prior to the transfer.

13.11 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including

reasonable attorney fees. The lien may be filed in the Waukesha County Clerk of Circuit Court's Office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute that may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

13.12 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

13.13 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under Section 703.163 of the Wisconsin Statutes.

ARTICLE XIV

POWERS OF DECLARANT

14.01 Declarant Control. Except as provided in Section 703.15(2) of the Wisconsin Statutes, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers; or (iii) thirty (30) days after the Declarant's election to waive its right of control. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including, but not limited to, the right to (a) enter into leases of Units; (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments; (d) grant easements; and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party

without cause and without payment of a termination fee upon at least ninety (90) days prior written notice.

14.02 Termination of Control. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

14.03 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers and obligations by a written recorded instrument to any other party who assumes such rights, powers and obligations. Upon the recording of any such assignment, such assignee shall become the "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and the assignee named therein.

ARTICLE XV

RIGHT TO EXPAND

15.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property as set forth on Exhibit II, attached hereto and made a part hereof. Such right to expand can be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Office of the Waukesha County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

15.02. Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be ninety (90) Units, consisting of an additional five (5) Buildings with each new Building containing ten (10) new Units. Declarant currently anticipates that the Units will be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The

Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for storage use.

15.03. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article, the percentage interest in the Common Elements appurtenant to each Unit shall change to be a percentage equal to the square footage of the Unit as shown on the condominium plat divided by the total square footage of all Units within the Condominium as so expanded, as shown on the amended condominium plat. The square footages as shown on the condominium plat (or any amendments thereto) shall be final for all purposes.

15.04. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by the Declarant, is recorded in the Office of the Waukesha County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes that each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Wis. Stat. § 703.26. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

15.05. Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, will have the percentage interests in the Common Elements, liabilities in the common expenses, and rights to common surpluses, and will have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee will attach, by operation of law, to the new percentage interest in the Common Elements appurtenant to the Unit on which it has a lien.

ARTICLE XVI

AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of at least sixty-six and two-thirds percent (66-2/3%) of the Unit Owners; provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and further provided that no such amendment may substantially impair the security of any nonconsenting Unit Mortgagee. For purposes of this provision and Declaration, each Unit shall the number of votes set forth under Section 8.03 above. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Walworth County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association. Until the

initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purpose of clarification and correction of errors and omissions.

ARTICLE XVII

NOTICES

17.01 Notices to Resident Agent. The person to receive service of process for the Condominium or the Association shall be Egert Law, S.C. c/o Attorney Nicholas A. Egert at 835 Geneva Parkway North, Suite 1, Lake Geneva WI 53147, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

17.02 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

17.03 Notices to Mortgagees/Land Contract Vendor. Any first mortgagee (including the holder, insurer, or guarantor thereof) or land contract vendor of a Unit, upon written request to the secretary of the Association stating the name and address of the requesting entity and the name of the Unit owner, Unit number, and Unit address on which the entity holds its interest, shall be entitled to notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing the mortgage or land contract, (b) any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of a Unit secured by said mortgage or land contract of any obligation under the condominium declaration, by-laws, rules and regulations, and related document, (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Notice shall be given by personally delivery or sent by first class mail to the Mortgage at the address provided for in said written request.

ARTICLE XVIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of

any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Delafield or the County of Waukesha to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association, and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article XIII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both; provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article XIII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles, or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIX

EASEMENTS

A blanket easement is hereby reserved over, through and underneath the Units, the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including, but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights, and for any other purposes for which a blanket easement is created upon, across, over, through, or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto. Specific easements for drainage, utility service, including, but not limited to, installation, replacement, repair, and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Declarant and the Association. Specific easements for ingress and egress, other than as set forth above, are reserved to the Declarant and the Association for the purpose of installation or making any repairs and/or maintenance to any utility such service lines

and/or systems, including drainage, which are the obligation of the Association. The Association shall be responsible for any damage resulting from such installation, maintenance, and/or repairs as set forth above. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Declarant and the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors. Unit Owners are also referred to documents of record in the Waukesha County Register of Deeds Office providing easements which impact the Condominium.

ARTICLE XX

GENERAL

20.01 Utilities. Each Unit Owner shall pay for his or her telephone, electrical, cable, propane, and other utility services, which are separately metered or billed for each user by the respective utility company. As provided in 13.02 hereof, water and septic charges are included in the General Assessments. Other utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

20.02 Encroachments. If any portion of a Unit, Limited Common Elements, or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Declarant or Association may record an amended condominium plat showing such as-built Units, Limited Common Elements, or Common Elements.

20.03 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

20.04 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's Bylaws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

20.05 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the Bylaws, or any administrative rules and regulations, or between any of them, the order of priority of prevalence shall be the Declaration, the Articles of Incorporation, the Bylaws, and the administrative rules and regulations, in that order.

20.06 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

20.07 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

20.08 No Dwelling, No Social Gatherings. No Unit shall be used: as a dwelling for humans or animals; for overnight stays; for any trade or business, whether for profit or not for profit; or for parties, social gatherings or non-storage related events; nor may any individual Unit include a restroom therefor except as allowed within or appurtenant to Building 1 (Units 1-9), Building 2 (Units 10-19), Building 3 (Units 20-28), and Building 4 (Units 29-37), respectively.

20.09 Tanks Not Emptied on Site. Toilet tanks or other holding tanks in recreational vehicles or boats may not be emptied on Condominium property.

20.10 Vehicle Washing. Vehicle or boat washing may only occur indoors over designated floor drains emptying to non-domestic holding tank(s) designated for this purpose. No washing of vehicles or boats may occur outside nor may any water from washing activities be directed to a storm water basin.

20.11 Mechanic Work. No mechanic's work or oil change services are allowed to be provided in Unit(s).

20.12 Parking. There shall be no parking in front of a Unit overnight or for any extended (e.g. residential dwelling) purpose.

20.13 Fines and Penalties. The Declarant or Association shall monitor and ensure the compliance of the terms and conditions of this Declaration. The Declarant or Association may establish and enforce fines and penalties, particularly to ensure the prohibition of the foregoing non-storage related uses.

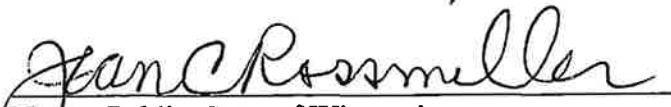
IN WITNESS WHEREOF, this Declaration has been executed this 31st day of March, 2026.

NORTH BY NORTHWEST STORAGE, LLC

By:  _____
John Berget, Authorized Member

State of Wisconsin)
) ss:
County of Walworth)

Personally came before me this 31st day of March, 2026, the above-named John Berget, to me known to be an authorized Member of the above-named limited liability company and who executed the foregoing and acknowledged the same.


Notary Public, State of Wisconsin
My commission expires 12/11/2029.

Drafted By:
Attorney Nicholas A. Egert
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147
262-248-6600



EXHIBIT I

NORTH BY NORTHWEST DELAFIELD STORAGE CONDOMINIUM

Legal Description

All that part of the Southwest One-Quarter (1/4) of Section Thirty-One (31), Town Seven (7) North, Range Eighteen (18) East, in the Town of Delafield, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Southwest One-Quarter (1/4) of Section Thirty-One (31); thence North 1° 15' 59" West along the West line of said Southwest One-Quarter (1/4), 561.95 feet to the place of beginning of the lands herein to be described; thence North 1° 15' 59" West along said West line, 526.62 feet; thence South 89° 49' 19" East, 530.75 feet; thence South 2° 00' 57" East, 1089.02 feet; thence North 89° 49' 19" West, 320.00 feet; thence North 01° 15' 59" West, 561.95 feet; thence North 89° 49' 19" West, 225.00 feet to the point of beginning.

Tax ID No. DELT0843998002

EXHIBIT II

NORTH BY NORTHWEST DELAFIELD STORAGE CONDOMINIUM

Condominium Plat

NOTE: THE PLAT SHOWN HEREIN IS FOR INFORMATIONAL AND ILLUSTRATIVE PURPOSES ONLY

Date: March 31, 2026.

NORTH BY NORTHWEST STORAGE, LLC

By: _____

John Berget, Authorized Representative

EXHIBIT III

NORTH BY NORTHWEST DELAFIELD STORAGE CONDOMINIUM

Ownership of Common Elements

Each Unit Owner unit shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common as specified below with all other Unit Owners of the Condominium, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Units permitted by the Declaration, which right shall be appurtenant to and run with each Unit.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted, or may hereafter grant to public utilities including, but not limited to, gas, electric, telephone, cable television, and sewer and water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

Common Expense Allocation

The Unit Owner's (i) undivided interest in the Common Elements, (ii) liabilities for Common Expenses, and (iii) rights to Common Surpluses, all with regard to the entire Condominium, shall as specified below.

Allocation of Ownership and Common Expenses

Each Unit shall have a one-thirty-seventh (1/37) Ownership Interest and Common Expense allocation.

EXHIBIT IV
STREET ADDRESS ASSIGNMENT

EXHIBIT IV
STREET ADDRESS ASSIGNMENT

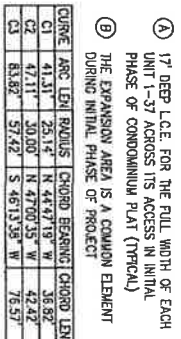
NORTH BY NORTHWEST DELAFIELD STORAGE CONDOMINIUM
S13W33890 US Highway 18
Delafield, WI 53018

<u>Building 1</u>	<u>Building 2</u>	<u>Building 3</u>	<u>Building 4</u>
Unit 1	Unit 10	Unit 20	Unit 29
Unit 2	Unit 11	Unit 21	Unit 30
Unit 3	Unit 12	Unit 22	Unit 31
Unit 4	Unit 13	Unit 23	Unit 32
Unit 5	Unit 14	Unit 24	Unit 33
Unit 6	Unit 15	Unit 25	Unit 34
Unit 7	Unit 16	Unit 26	Unit 35
Unit 8	Unit 17	Unit 27	Unit 36
Unit 9	Unit 18	Unit 28	Unit 37
	Unit 19		

Typical address would be

North By Northwest Storage
Owner's Name
S13W33890 Highway 18
Unit XX
Delafield, WI 53018

LOCATED IN PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST,
TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN



NOTE: SEE SHEET 2 & 3 FOR DIAGRAMATIC FLOOR PLANS FOR UNITS 1 THROUGH 37, ADDITIONAL LIMITED COMMON ELEMENT, AND LEGAL DESCRIPTIONS.

DATE: _____

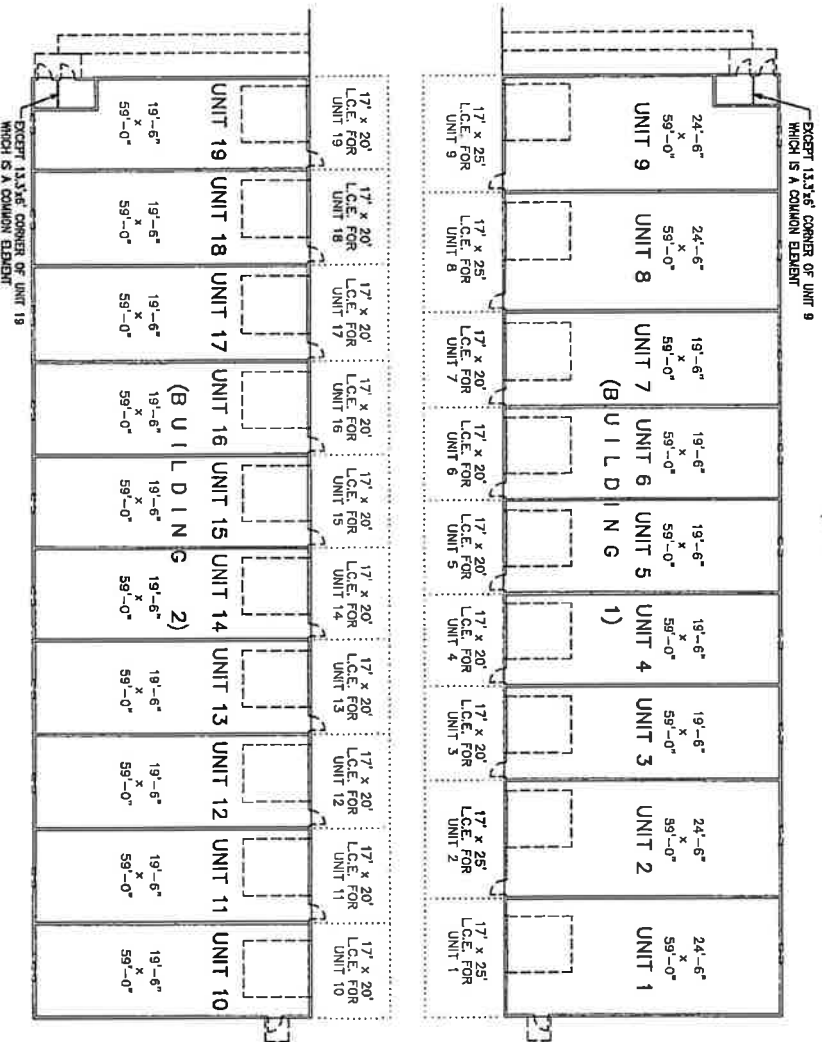
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 773-2098
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CHRISTOPHER A. HODGES P.L.S. 2780

PROJECT	DATE	SHEET	OF
7/24/2025-DHC	10/01/2025-DHC	1/01/2026-DHC	2/26/2026-DHC
8/01/2025-DHC	11/09/2025-DHC	2/05/2026-DHC	

NORTH BY NORTHWEST DELAFIELD STORAGE CONDOMINIUM

LOCATED IN PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST,
TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN



DIAGRAMMATIC FLOOR PLANS
NOTE: UNIT DIMENSIONS ARE WALL FACE TO WALL FACE
SCALE: 1"=20'

NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE
UNITS AND LIMITED COMMON ELEMENTS.

THE ENTRYWAYS LOCATED APPURTENANT TO UNITS 1
THROUGH 17 SHALL BE LIMITED COMMON ELEMENTS
RESERVED FOR THE EXCLUSIVE USE OF THE UNIT ADJACENT
TO EACH SUCH ENTRYWAY.

THE FOREGOING IS A SUMMARY OF THE COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS AND IN THE EVENT OF A
CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.
SEE SHEET 2 & 3 FOR DIAGRAMMATIC FLOOR PLANS FOR
UNITS 1 THROUGH 17, UNIT DIMENSIONS, AND ADDITIONAL
LIMITED COMMON ELEMENT.

LEGAL DESCRIPTION - DECLARED AREA

LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWN 7 NORTH,
RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF THE
SOUTHWEST 1/4, S 89DEG 49MIN 31SEC E, 225.13 FEET; THENCE N 01DEG 18MIN 54SEC W, 33.01 FEET
TO AN IRON ROD AND THE POINT OF BEGINNING; THENCE CONTINUING N 01DEG 18MIN 54SEC W, 529.28
FEET; THENCE N 01DEG 18MIN 54SEC W, 529.28 FEET; THENCE N 01DEG 18MIN 54SEC W, 529.28
FEET; THENCE S 02DEG 43SEC E, 398.69 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF
WAY OF STATE HIGHWAY "18"; THENCE N 89DEG 49MIN 31SEC W ALONG THE NORTH RIGHT OF WAY OF
STATE HIGHWAY "18", 319.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 186.437 SQUARE FEET (4.28 ACRES) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION - EXPANSION AREA

LOCATED IN PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWN 7 NORTH,
RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF THE
SOUTHWEST 1/4, S 89DEG 49MIN 31SEC E, 225.13 FEET; THENCE N 01DEG 18MIN 54SEC W, 562.29 FEET
TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUING N 89DEG 53MIN 08SEC W, 224.89
FEET TO THE WEST LINE OF THE SOUTHWEST 1/4; THENCE N 01DEG 18MIN 54SEC W, 529.28 FEET TO
AN IRON PIPE MARKING THE NW CORNER OF SAID EXPANSION AREA; THENCE S 89DEG 49MIN 31SEC E,
529.28 FEET; THENCE N 01DEG 18MIN 54SEC W, 529.28 FEET; THENCE N 01DEG 18MIN 54SEC W, 529.28
FEET; THENCE S 01DEG 10MIN 54SEC E, 39.50 FEET TO THE POINT OF BEGINNING.

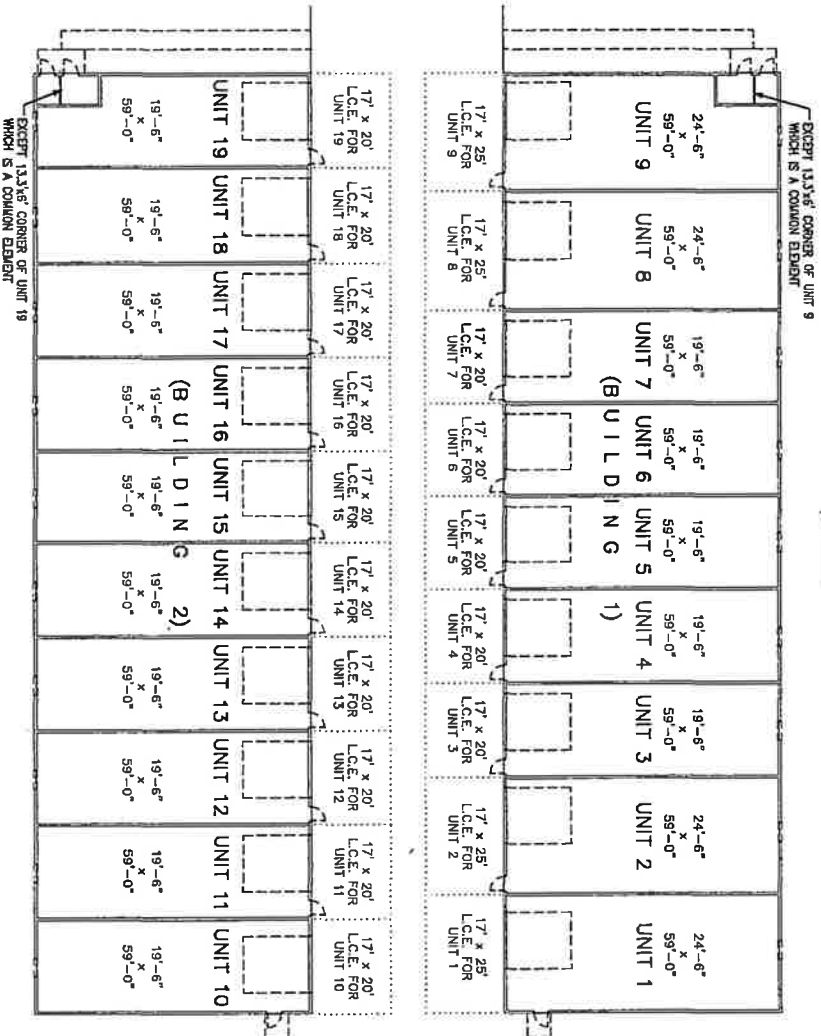
CONTAINING 261.991 SQUARE FEET (6.01 ACRES) OF LAND MORE OR LESS.

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PROJECT: 10968 DATE: 7/10/2023 SHEET 2 OF 3
7/14/2023-DHC 10/01/2023-DHC 1/01/2024-DHC 2/25/2024-DHC
6/01/2025-DHC 11/06/2025-DHC 2/05/2026-DHC 3/25/2026-DHC

NORTH BY NORTHWEST STORAGE CONDOMINIUM

LOCATED IN PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST,
TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN



DIAGRAMMATIC FLOOR PLANS

NOTE: UNIT DIMENSIONS ARE WALL FACE TO WALL FACE

NOTE: COMMON ELEMENT = ALL OF THE CONDOMINIUM EXCEPT THE UNITS AND LIMITED COMMON ELEMENTS.

THE ENTIRETY OF THE CONDOMINIUM IS LOCATED IN PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOREGOING IS A SUMMARY OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL. SEE SHEET 2 & 3 FOR DIAGRAMMATIC FLOOR PLANS FOR UNITS 1 THROUGH 37, UNIT DIMENSIONS, AND ADDITIONAL LIMITED COMMON ELEMENT.

LEGAL DESCRIPTION - DECLARED AREA

LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, S 88DEG 49MIN 31SEC E, 225.15 FEET; THENCE N 01DEG 16MIN 54SEC W, 33.01 FEET TO AN IRON ROD AND THE POINT OF BEGINNING; THENCE CONTINUING E 01DEG 07MIN 39SEC W, 59.22 FEET TO THE IRON ROD; THENCE S 02DEG 00MIN 23SEC E, 556.69 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY OF STATE HIGHWAY 18; THENCE N 88DEG 49MIN 31SEC W ALONG THE NORTH RIGHT OF WAY OF STATE HIGHWAY 18, .31945 FEET TO THE POINT OF BEGINNING.

CONTAINING 186,437 SQUARE FEET (4.28 ACRES) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION - EXPANSION AREA

LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, S 88DEG 49MIN 31SEC E, 225.15 FEET; THENCE N 01DEG 16MIN 54SEC W, 592.29 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUING E 01DEG 07MIN 39SEC W, 224.98 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4, S 88DEG 49MIN 31SEC W, 528.02 FEET TO AN IRON ROD; THENCE S 02DEG 00MIN 23SEC E, 556.69 FEET TO AN IRON ROD MARKING THE NORTH RIGHT OF WAY OF STATE HIGHWAY 18; THENCE N 88DEG 49MIN 31SEC W ALONG THE NORTH RIGHT OF WAY OF STATE HIGHWAY 18, .31945 FEET TO THE POINT OF BEGINNING.

CONTAINING 261,991 SQUARE FEET (6.01 ACRES) OF LAND MORE OR LESS.

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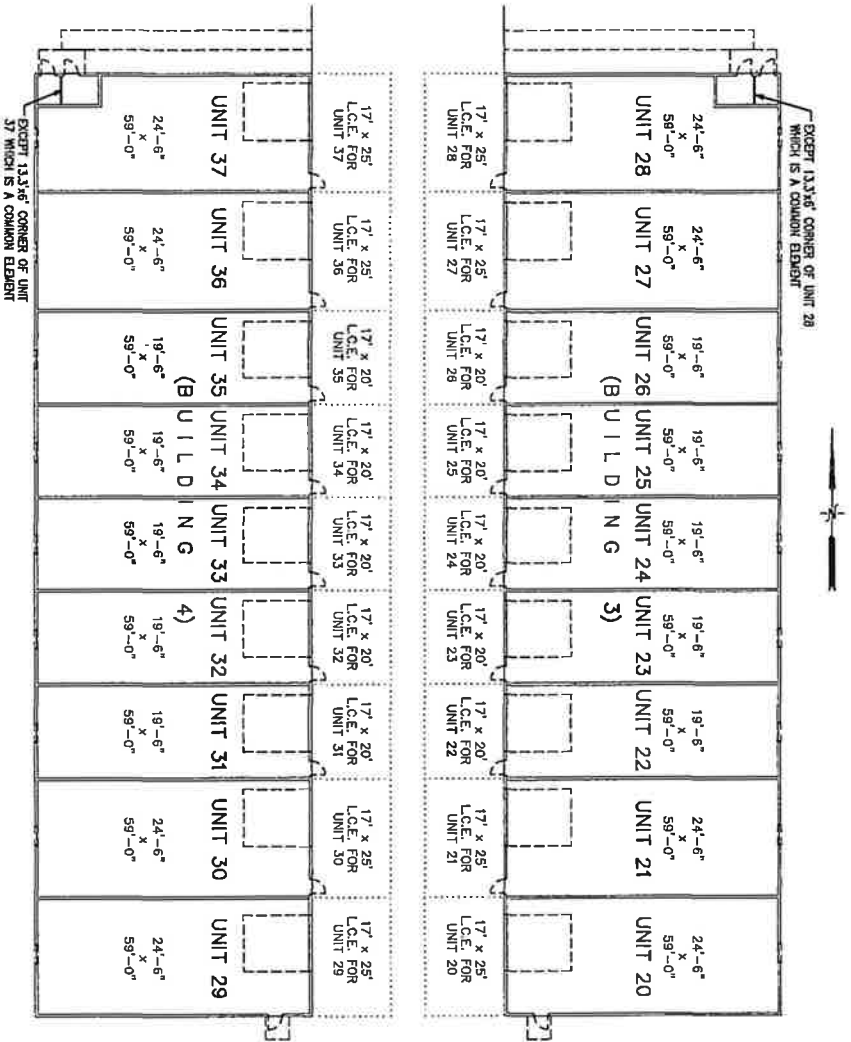
PHONE: (262) 723-2098

e-mail: office@fahassociates.com

PROJECT: 10968 DATE: 7/10/2023 SHEET 2 OF 3
1/24/2023-DWG 10/07/2023-DWG 1/07/2024-DWG 3/15/2024-DWG
6/21/2024-DWG 11/05/2024-DWG 2/05/2025-DWG 3/23/2025-DWG

NORTH BY NORTHWEST DELAFIELD STORAGE CONDOMINIUM

LOCATED IN PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWN 7 NORTH, RANGE 18 EAST,
TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN



DIAGRAMMATIC FLOOR PLANS

NOTE: UNIT DIMENSIONS ARE WALL FACE TO WALL FACE
SCALE: 1"=20'

EASEMENT STATEMENTS

ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORMWATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS. THE MAINTENANCE OF STORMWATER INFILTRATION AREAS SHALL BE THE RESPONSIBILITY OF THE STORMWATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT. THE TOWN OF DELAFIELD, WAUKESHA COUNTY OR THEIR DESIGNER ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORMWATER MANAGEMENT PRACTICES OF ENFORCING THE MAINTENANCE AGREEMENT.

STORMWATER MANAGEMENT

ALL AREAS LABELED FOR STORMWATER MANAGEMENT/STORMWATER EASEMENT ARE DEFINED IN THE STORMWATER MAINTENANCE AGREEMENT D DOC UNIT OWNERS 1-39 SHALL EACH HOLD 1/39 UNDIVIDED AND NON-TRANSFERABLE INTEREST IN THESE AREAS WHERE THE STORMWATER MANAGEMENT PRACTICES ARE LOCATED. THIS WILL BE AMENDED TO INCLUDE FUTURE OWNERS WHEN EXPANSION AREA B IS DEVELOPED. THE STORMWATER MANAGEMENT PRACTICES LOCATED IN THESE AREAS SHALL BE THE RESPONSIBILITY OF THE STORMWATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT ("MAINTENANCE AGREEMENT") THAT APPLY TO THESE AREAS. THE MAINTENANCE AGREEMENT SUBJECTS THIS CONDO PLAT, AND ALL OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORMWATER MANAGEMENT PRACTICE. THE AGREEMENT ALSO PROVIDES FOR THE STORMWATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT. THE MAINTENANCE AGREEMENT SHALL BE A PART OF THE MAINTENANCE AGREEMENT UNTIL THE ENTIRE AREA OF THE CONDOMINIUM IS DECLARED AT WHICH TIME ALL MAINTENANCE RESPONSIBILITIES SHALL TRANSFER TO UNIT OWNERS AS DESCRIBED IN THE DECLARATION OR AMENDMENTS THEREIN.

IN ACCORDANCE WITH CHAPTER 14 - ARTICLE VII OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORMWATER ORDINANCE"), THE STORMWATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORMWATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND IS RESPONSIBLE FOR MAINTAINING THE STORMWATER PRACTICES UNTIL THE PERMIT SHALL CONTINUE TO BE IN EFFECT. THE STORMWATER MANAGEMENT PRACTICES SHALL BE THE RESPONSIBILITY OF THE STORMWATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

CONSERVATION EASEMENT RESTRICTIONS

1. GRAZING, FILLING, THE REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE WISCONSIN DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E. TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE WISCONSIN DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE SHALL BE PERMITTED. CHANGES TO THE WETLAND/ADJACENT WETLAND/ADJACENT WETLAND/ADJACENT WETLAND CORRIDOR MAY BE MADE WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
3. GRAZING BY DOMESTICATED ANIMALS, I.E. HORSES, COWS, ETC., IS PROHIBITED.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT OF THE WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR/ADJACENT WETLAND/ADJACENT WETLAND/ADJACENT WETLAND IS PROHIBITED.
5. POND MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

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