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VOL 345 PAGE 398

DECLARATION OF CONDOMINIUM

OF

ELMWOOD TERRACE CONDOMINIUM HOMES

DECLARATION made May 28, 1985 by ELMWOOD, INC., a Wisconsin corporation. Elmwood, Inc. (hereafter the "Declarant") wishes to submit the property described herein to the provisions of Chapter 703, Wisconsin Statutes (1983-84), the Wisconsin Condominium Ownership Act (hereafter the "Act").

I. PURPOSE

The purpose of this Declaration is to submit the land and improvements described herein (hereafter the "Condominium") to the condominium form of ownership and use in the manner provided by the Act.

II. DEFINITIONS

The terms used herein shall have the meanings set forth in the Act and as follows, unless the context otherwise requires:

A. "Act" means the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes.

B. "Association" means Elmwood Terrace Association, Inc., a Wisconsin not for profit corporation, consisting of all of the Unit Owners acting as a group in accordance with the Articles, By-Laws, this Declaration and the Act to govern the affairs of the Elmwood Terrace Condominiums Homes.

C. "Board" means the Board of Directors of the Association.

D. "Building" means the structures located on the Property containing one or more of the Units.

E. "By-Laws" means the By-Laws of the Association.

F. "Common Elements" means all of the Property, less the Units and Special Unit Elements, as further defined in Section IX

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LOIS M. [illegible]
REG. OF DEEDS
WALWORTH COUNTY, WIS
Prieve, Mayer & Nestingen 14.00 pd ck

I hereby certify that I have on this 17 day of June, 1985, microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes and with established procedure. [illegible], Camera Operator.

of this Declaration. No reference in the Plat to Common Elements limits or defines Common Elements for purposes of this document.

G. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for whatever purpose including, but not limited to, the creation and/or maintenance of reserves, and as further described in Section XIII herein.

H. "Declarant" means Elmwood, Inc., a Wisconsin corporation, its successors and assigns.

I. "Declaration" means this document by which the Property is submitted to the provisions of the Act, as it may be amended from time to time.

J. "Limited Common Elements" means all Common Elements which adjoin or exclusively serve one Unit, or one or more adjoining Units, and which the Plat, Declaration or Board reserves the use or benefit of to the occupants of such Unit or Units, all as further defined in Section XI of this Declaration.

K. "Majority" means the Owners of more than Fifty (50%) percent of the undivided ownership of the Common Elements. Any percentage of Unit Owners specified in this document similarly means the percentage of the undivided ownership of the Common Elements.

L. "Person" means any natural individual, corporation, partnership, or other legal entity which may hold legal title to real estate.

M. "Plat" means the Plats or Survey of the Property and the Units submitted according to the provisions of the Act.

N. "Property" or "Condominium" means the real estate, all easements, rights and appurtenants belonging to it, and all improvements, fixtures, equipment, and personalty intended for the mutual use and benefit of Unit Owners.

O. "Unit" means a portion of the condominium designed and further defined in Section VIII of this Declaration and intended for individual ownership and use, together with an undivided interest in the Common Elements and Limited Common Elements as may apply.

P. "Unit Owner" means the person or persons who have fee simple title to the Unit and the undivided interest in the Common

Elements and Limited Common Elements as may apply. Declarant is deemed a Unit Owner as long as it has legal title to any Unit.

III. SUBMISSION TO ACT

Declarant, as Owner in fee simple of the Property, intends to, and by the recording of this document does, submit the Property to the provisions of the Act.

IV. DESCRIPTION OF LAND

The land subject to this Declaration is owned by Declarant and is more fully described in the Condominium Plat (Exhibit A).

V. NAME AND ADDRESS

The name of the Condominium is "Elmwood Terrace Condominium Homes" and is located at 1250-1270 Elmwood Street, Lake Geneva, Wisconsin 53147.

VI. GOVERNING BODY

A. Association. An Association has been formed under the Wisconsin Nonstock Corporations Law, Chapter 181, with the name "Elmwood Terrace Association, Inc." The Association is the governing body for Unit Owners, with regard to the operation, use and management of the Condominium as provided in the Declaration, the By-Laws, and the Act.

B. Board. The Board constitutes the Board of Directors of the Association as provided for in the Act. The Board is to be elected and will serve in accordance with the By-Laws.

C. Association Activity. The Association will not conduct a business of any kind. The Association's activities are for the sole benefit of the Unit Owners. All funds received by the Association are to be held and applied for the use and benefit of the Unit Owners, pursuant to this Declaration and the By-Laws.

No Unit Owner, except an authorized officer of the Association or authorized member of the Board, shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the By-Laws, the Act and this Declaration, subject to the rights reserved by Declarant herein, including, but not limited to, those rights reserved by Declarant in Section VII(C) herein.

D. Condominium Administration. All Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration, the By-Laws of the Association, and the Act. All Unit Owners, tenants of Units and other occupants shall comply with the provisions of this Declaration, the By-Laws, and the decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover any sums that may be due and related to such failure, for any other damages allowed by law and, if applicable, for injunctive relief.

VII. VOTES OF UNIT OWNERS

A. Membership. Each Unit Owner is automatically a member of the Association. A Unit Owner's membership automatically terminates when he or she ceases to be a Unit Owner. If the Owner sells, transfers, or in any way disposes of his or her ownership interest in the Condominium, that individual's membership in the Association will be automatically transferred to the new Owner of that Unit.

B. Voting. All voting concerning the administration of the Condominium shall be in accordance with this Section VII. Voting is on the basis of one (1) vote per living Unit. The vote for each living Unit may be cast as agreed by the persons who have an ownership interest in the living 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 multiple owners of one Unit cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that living Unit. One who holds a land contract purchaser's interest or any other such equitable interest shall be considered the Unit Owner for voting purposes. However, for purposes of being eligible to vote as a member of the Association, a land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Walworth County Register of Deeds Office.

C. Declarant's Election. In the event that the Declarant is an owner of a living Unit and elects not to be assessed (the "election") for, and pay, Common Expenses pursuant to Section XIII, the Declarant shall not be entitled to cast the votes designated above for such living Unit with regard to the administration of the Condominium or any other matters referred

to herein. In the event that the Declarant, as Owner of a living Unit, does not elect to not be assessed for, and pay, Common Expenses pursuant to Section XIII, the Declarant shall be entitled to cast the vote designated above for such Unit.

D. Conditions on Voting Rights.

1. If the Association has recorded a statement of condominium lien on a Unit Owner's unit and the amount necessary to release the lien has not been paid prior to the time of an Association annual or special meeting, the Unit Owner will be prohibited from voting at such meeting.

2. Each Unit Owner must furnish the Association with his or her name and current mailing address. No Unit Owner may vote at an Association meeting until he or she has furnished such information.

VIII. DESCRIPTIONS OF BUILDINGS AND UNITS

A. Contents of Plat. A condominium Plat, enumerating the measurements, location, and other data regarding the real estate, the buildings (including each floor of the buildings) and each unit (including its perimeter dimension), is attached hereto (Exhibit A).

B. Legal Description and Use of Units. The legal description of each Unit is its identifying numbers or symbols on the Plat including identifying numbers or symbols for not only the unit, but also the storage space and garage space or spaces. Such description is good and sufficient for purposes of any deed, lease, mortgage or other legal document. No Unit Owner may, except as provided in the Act, subdivide or cause his or her Unit to be separated in any way into any parcel different than that Unit as specified in the Plat.

C. Elements of the Unit. A Unit in the Condominium shall include:

1. One or more contiguous or non-contiguous cubicles of air including the perpetual right of ingress and egress thereto. The exterior boundaries of the cubicles shall be the unfinished or uncovered interior surface of the perimeter walls surrounding the cubicle. The upper boundary of such cubicles shall be the unfinished or uncovered lower face of the ceiling of the highest story of the Unit. The lower boundary

shall be the unfinished or uncovered upper face of the floor in the Unit. The foregoing boundaries extend to the intersection with each other. It is intended that the finished surface of the boundaries (whether tiled, papered, panelled, painted, carpeted or otherwise) is included as part of the Unit.

2. Any and all appliances and other fixtures contained in the Unit and included as a part of the sale of the unit in the contract of sale, which items may include, but [illegible] be limited to, refrigerator, dishwasher, dis[illegible]al, laundry equipment, water softener, furnace, range, compactor, cabinets, carpeting, and floor covering.

3. The following items serving the particular Unit although they may be outside the defined cubicle of air:

(a) All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;

(b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

(c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;

(d) All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devises (serving only the Unit to be defined and not the Condominium in general) lying between the fixtures and main water or sewage lines;

(e) The cable television outlet, if any, to the Unit and the junction box serving it (unless owned by the provider of the service);

(f) If applicable, the individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system for the Unit;

(g) If applicable, the air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;

(h) The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit;

(i) The fireplace, and the fireplace flues, if any, serving the Unit;

(j) Any presently existing patios and porches directly adjacent to a Unit. However, the patios directly adjacent to Unit number 105 B shall be allowed to expand their patio space to a maximum dimension and with a style and enclosure as may be allowed by the Board.

4. Specifically included as part of the Unit are "Special Unit Elements." Special Unit Elements are those special elements unique to those Units which share a common roof, foundation or walkway. The Special Unit Elements shall be owned in common by all Unit Owners immediately adjacent thereto, and are for the special and limited use of the adjacent owners only for the purposes for which they were intended pursuant to this Declaration, the By-Laws, and the rules and regulations adopted by the Association without hindering or encroaching upon the lawful rights of the other Unit Owners, adjacent or otherwise. The necessary work of maintenance, repair and replacement of the Special Unit Elements and the making of any additions or improvements thereto shall be the joint and equal responsibility of the adjacent Unit Owners pursuant to this Declaration, the By-Laws, and the rules and regulations adopted by the Assocation. Without intending to limit the term, "Special Unit Elements" expressly includes:

(a) All of their shared roofs and crawl spaces, including shingles, from the unfinished or unlowered lower face of the ceiling of the highest story of the Unit to and including the exterior roof;

(b) Shared perimeter walls from the unfinished or uncovered interior surfaces of the perimeter walls surrounding the Unit to and including the exterior finished perimeter walls (including siding material);

(c) The foundation wall in the lowest level from the inner face of the foundation wall of the building to

and including the exterior foundation wall of the building;

(d) Entry walkways and any roof or covering thereto attached to the Units connecting the individual Units.

(e) Partition walls, load bearing interior walls and columns, and those structural and mechanical components of the Units shared by adjacent owners.

5. Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building not specifically included in the Unit under (3) and (4) above, which lie within the cubicle or cubicles of air comprising the Unit.

IX. COMMON ELEMENTS

A. Definition. Without intending to limit the term, "Common Elements" expressly includes all of the Condominium except the Units and Special Unit Elements and specifically includes, but is not limited to:

1. The land on which the Building or Units are located;

2. Walls, hallways, stairs, lobby, mechanical equipment areas;

3. Roads, driveways, exterior pedestrian walks, private road parking, yards, gardens, play areas, swimming pools and any other recreational facilities, if any;

4. Installation of central services, if any, providing services for more than one Unit, such as heating and cooling, incinerators, sewer, power, light, gas and water;

5. Such community and commercial facilities as may be provided for in this Declaration, if any;

6. All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use except as otherwise limited herein;

7. The Limited Common Elements, hereafter described in Section XI, as subject to the usage and maintenance limitations particularly set out therein.

8. All other portions of the Condominium not included in the definition of the Unit and/or Special Unit Elements as described above.

B. Utilities and Structural Systems. No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his/her Unit and serving more than his/her Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

C. Use of Common Elements. Each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended pursuant to this Declaration, the By-Laws, and rules and regulations adopted by the Association without hindering or encroaching upon the lawful rights of the other Unit Owners.

D. Maintenance. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the By-Laws, and rules and regulations of the Association.

X. PERCENTAGE INTEREST IN COMMON ELEMENTS

A. Undivided Interest. All one bedroom Units and the Unit Owners have an ownership factor of .85. All two bedroom Units and the Unit Owners have an ownership factor of 1. Each unit and the Unit Owner has an undivided percentage interest in the Common Elements equal to the ratio of that Unit's ownership factor to the sum total of ownership factors for all Units. Except as provided herein, and subject to the By-Laws of the Association and any rules and regulations adopted pursuant thereto, the Common Elements are available for the use and enjoyment of, or service to, all Unit Owners. This percentage interest is appurtenant to the Unit, and is not subject to partition as long as this Declaration is in effect. The percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Unit Owners in the Association. Such consent shall be expressed in an amendment to this Declaration duly executed by all such owners and recorded.

B. Legal Documents. Any deed, mortgage, lease or other instrument purporting to effect a conveyance of a Unit without including also the Unit Owner's interest in the Common Elements shall be deemed and interpreted to include the interest so omitted even though the latter is not expressly mentioned or described therein.

XI. LIMITED COMMON ELEMENTS

A. Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat (Exhibit A) as reserved for the exclusive use of at least one but less than all, of the Unit Owners. The use of the patio and balcony Limited Common Elements is reserved to the Unit to which they are attached or adjacent. The use of the garage space and storage space Limited Common Elements is reserved to the Unit which takes legal title thereto by deed or other legal transfer. Limited Common Elements include pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units, and parts of the perimeter walls, floors, ceilings, doors, windows and entry ways (and fixtures and structures located in them) which are outside the boundaries of the Units.

B. Use of Limited Common Elements. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Elements if direct access is provided outside of and adjoining his or her respective Unit, or if it is otherwise reserved to the use of his or her Unit. Unless and until such time as the Board determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the Limited Common Elements, the exclusive use and possession whereof is extended hereby, at his or her own expense including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear. However, the Association shall be responsible for lawn maintenance and snow removal as further determined by the Board. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such Limited Common Element in any manner contrary to such rules and regulations as may be established by the Board. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of his or her Limited Common Elements.

C. Transfer of Title. Pursuant to Section 703.14, Wisconsin Statutes, as may be amended, any Unit Owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgagee or

secured party, the use of the Limited Common Element to any other Unit Owner. Such deed must be recorded in the Walworth County Register of Deeds Office and a copy thereof must be provided to the Association. After any such grant, the grantor shall have no further right to use such specified Limited Common Element except as specified in the deed.

D. Right to Use. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners who have the exclusive use of such Limited Common Elements.

XII. RESTRICTIONS ON USE

The Units, Special Unit Elements, Common Elements, and Limited Common Elements of the Condominium, shall be used for residential purposes only, by the Unit Owners, their respective family members, guests and approved tenants, and shall not be used for any trade or business. The Units shall not be leased or rented by the Unit Owner for transient or hotel purposes, which shall be defined as rental for any initial terms of less than three months and any subsequent term of less than 30 days.

So long as a Unit Owner abides by the foregoing, he or she shall have the absolute right to lease his or her Unit, provided that the lease is made subject to the covenants and restrictions contained in this Declaration, the By-Laws, the rules and regulations of the Association, and is approved by the Association.

Notwithstanding anything to the contrary contained herein, the use of the Units, Special Unit Elements, Common Elements, and Limited Common Elements shall comply with all applicable ordinances and any other restrictions as contained in the Association By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium.

Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Use is further restricted by any rules and regulations adopted by the Association.

XIII. COMMON EXPENSES

A. Declarant's Election. Each Unit Owner shall be liable for the share of expenses ("Common Expenses") of the Association assessed against such Owner's Unit. Notwithstanding this, the Declarant may elect (the "election") in writing to not be assessed for Common Expenses. Such election must be made to the President or Secretary of the Association, in which case the Declarant shall be excused assessments of Common Expenses effective as of the first day of the month after receipt by the President or Secretary of such notice. In the event the Declarant does not make the election referred to above, the Declarant shall be responsible for all expenses and costs associated with the Unit including, but not limited to, maintenance, snow removal, insurance, lawn care, and pest control, which would otherwise be paid by the Association. The Association shall have no liability for Common Expenses or such other items as may be assessed as Common Expenses with regard to units for which the Declarant has made the election. This election is available only to the Declarant as defined herein.

B. Responsibility for Common Expenses. Common Expenses shall be allocated among the Units in the proportions specified in Section X above. No Unit Owner may exempt himself or herself from liability for contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit, except as provided in Section XIII(A).

C. Payment of Common Expenses. Except for items such as insurance premiums which must be prepaid in one lump sum, assessments shall be paid in the form of a monthly maintenance fee, paid on the first day of each month and determined by a budget of Common Expenses prepared by the Association. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

D. Lien on Units. The assessment of Common Expenses, together with such interest as the Association may impose in the By-Laws for delinquencies, along with costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wis. Stats., or as amended. Provided, however, that any such lien shall be inferior and subordinate to the lien for all sums payable to any first mortgagee of record.

E. Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a statement of condominium lien as described in Section 703.16(9), Wis. Stats., or as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a statement of Condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

F. Joint and Several Liability. 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.

G. Foreclosure. 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 attorneys fees. The lien may be recorded in the Walworth County Register of Deeds Office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, costs of collection and attorneys fees. This liability shall not terminate upon transfer of ownership or upon abandonment of the Unit 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 which may exist among a Unit Owner, the Association, the Declarant, or any of them. The Unit Owner shall pay all assessments pending resolution of any dispute.

H. Successors Liability. In the event the mortgagee of a first mortgage of record or any other purchaser of the 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 Expense collectible proportionately from all of the Unit Owners except the mortgagee or any other purchaser of Unit who obtained title to the Unit as a result of foreclosure of a mortgage, or as

a result of a conveyance in lieu of foreclosure.

XIV. UTILITIES

Each Unit Owner shall pay for his or her own telephone, electrical, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expense.

XV. REAL ESTATE TAXES

Each Unit, and the percentage ownership interest of the Common Elements allocated to it, will be separately taxed for real estate taxes. If real estate taxes for the property are not separately assessed in any year, then such taxes shall be a Commmon Expense.

XVI. INSURANCE

A. Units and Special Unit Elements. Each Owner shall obtain and maintain insurance for his or her Unit(s), and Special Unit Elements, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, of an amount not less than the full replacement value of the insured property. The Association, Unit Owners and mortgagees of Units shall be named as insured as their interests appear. For purposes of this provision and for the Declaration, "mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

B. Personal Property. Each Unit Owner shall also carry personal property contents and public liability insurance on his or her own Unit in accordance with such reasonable requirements as the Association may by By-Law or rule or regulation establish.

C. Common Elements and Limited Common Elements. The Association shall obtain and maintain insurance for the Common Elements, including Limited Common Elements, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, for an amount not less than the full replacement value of the insured property. In addition, the Association shall maintain comprehensive general liability insurance against all claims commonly insured against in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be $1,000,000.00. The policies shall include standard coverage for the errors and omissions of directors and officers

of the Association. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

D. Additional Coverage. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with regard to risks not insured by it. Unit Owners are encouraged to submit copies of their Condominium Disclosure Materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units and Special Unit Elements.

E. Fidelity Coverage. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than one hundred fifty percent (150%) of the Association's annual operating expenses and reserves.

F. Payment of Premiums. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense to be paid by quarterly assessments levied by the Association against Unit Owners; and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the premiums of the insurance to be maintained by the Association hereunder. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursment of proceeds.

XVII. ALTERATION AND DECORATION OF UNITS

A. Improvements and Alterations. A Unit Owner may make improvements or alterations within his or her Unit; provided however, that such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit, Special Unit Element, or any portion of the Common Elements, including Limited Common Elements, without obtaining the written permission of the Association's Board of Directors. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be approved in writing by the Board, and evidenced by the recording of a modification to the Condominium Plat before it shall be effective. Furthermore, any approved improvement or alteration

must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units, Special Unit Elements, Common Elements or the Limited Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

B. Liability for Expense. All expenses involved in making improvements or alterations, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved.

XVIII. EASEMENTS

A. Description. Easements are reserved over, through and under the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, electrical wires, television wires, security wires, and street lights, whether or not shown on Exhibit A attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units, Special Unit Elements and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements and any costs related thereto shall be assessed as a Common Expense.

B. Easements Appurtenant. All easements and rights set forth in this Declaration run with the land and are subject to the control of the Association. No Unit Owner shall commit any act which would jeopardize the soundness or safety of the Property subject to this Declaration, reduce the value thereof, or impair any easement or hereditament.

XIX. MAINTENANCE

A. Responsibility. Each Unit Owner is responsible for the decoration, furnishing, housekeeping, repair and maintenance of that Owner's Unit and Special Unit Elements and the general cleanliness and presentability of the Limited Common Elements reserved to the Unit. The Association is responsible for the decoration, furnishing, housekeeping, repair, garbage collection, and maintenance of the Common Elements, and snow removal of the common driveways. In meeting its responsibilities hereunder or otherwise, the Unit Owner may not alter the appearance or design

of the exterior of the buildings or use a Unit, Special Unit Elements, the Limited Common Elements reserved to it, or the Common Elements in a manner which adversely affects the exterior appearance of the building. The Association may enter into management agreements providing for necessary maintenance, repair and replacement of Common Elements, the making of any additions or improvements thereto, snow removal and garbage collection.

B. Access to Units. The Association may enter any Unit, Special Unit Elements, and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owners shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense.

XX. DAMAGE OR DESTRUCTION

In the event the Common Elements are totally destroyed or sustain more than Ten Thousand Dollars ($10,000.00) in damage at any one time, the Association shall within fifteen (15) days of the date of damage determine whether the Condominium is damaged to an extent exceeding the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners in writing of the adequacy or inadequacy of the insurance coverage. Within ten (10) days of receipt of any notice that insurance proceeds are inadequate, the Unit Owners shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in the Association. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

In the event the required seventy-five percent (75%) affirmative votes are not cast within the ten day period, or in the event the damage sustained is less than or equal to Ten Thousand Dollars ($10,000.00), the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plan, and

specifications of the Common Elements from that of the original; 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, provided further, that the location and floor plan of any damaged buildings shall be substantially the same as they were prior to the damage. In the event the insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

XXI. NEGLIGENCE OF OWNER

If, due to the negligence or act of omission of a Unit Owner, a member of his or her family, a household pet, or a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements, to a Unit or Units owned by other Unit Owners, or Special Unit Elements, or maintenance, repairs, or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage, maintenance, repairs, and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Association.

XXII. MORTGAGES

Each Unit Owner may subject his or her Unit and the percentage ownership interest in the Common Elements allocated to it, but only his or her Unit and such percentage interest, to a mortgage or other lien.

XXIII. TRANSFERS OF UNITS

A. Association's First Option. So long as the Declarant hohlds any units in the condominium, whenever a Unit Owner wishes to sell or otherwise transfer an ownership interest, other than the Declarant, in whole or in part, in his or her Unit, by gift, operation of law or otherwise, he or she shall give the Association written notice within five (5) days of receiving an accepted offer to pruchase or signing some other contract for transfer. The notice must include a copy of the proposed contract, or other transfer document. The Association has the right, for fifteen (15) days from receipt of such notice, to purchase or otherwise acquire the Unit on the same terms described in the notice.

The Association, however, hereby waives all rights to enforce its right of first refusal in the event of a sheriff's

sale or in the event of giving to a first lien purchase money mortgagee a deed in lieu of foreclosure. The Association also waives it's right in the event the circumstances arise under Sections XII and XXIII(D).

The purchase price in such event will be the fair market value of the Unit, as established by agreement of the Association and the proposed transferee or, absent agreement, by appraisal. If an appraisal is required, the Association and the proposed transferee will mutually agree on the appraiser. If such agreement cannot be reached, each will have the right to choose an appraiser and the average of the two appraisers' valuations will control unless they vary by more than 20 percent from that average; in which case the two appraisers shall choose a third, whose appraised value will be binding.

B. Election Not to Purchase. The Board has the authority, on behalf of the Association, to elect not to purchase or lease a Unit pursuant to its rights under Section XXIII. In such event it will give prompt written notice to the Unit Owner.

If the Board elects not to purchase or otherwise acquire a Unit, or if the thirty (30) day period during which it has a right to elect to purchase or acquire expires, then the Unit Owner may, thereafter, transfer his or her Unit, in accordance with his or her notice to the Association, during a period of ninety (90) days. If the transfer does not occur during the ninety (90) day period, then the Unit Owner once again becomes subject to the Association's first option rights as provided in this Section XXIII.

C. Election to Purchase. If the Board votes to recommend that the Association elect to purchase or otherwise acquire a Unit, the Board shall call a meeting of Unit Owners. An affirmative vote of seventy-five (75%) percent of the Unit Owners' ownership of the Common Elements is required to exercise the Association's first option to purchase or acquire a Unit. The Association shall hold title to the Unit for the sole benefit of all Unit Owners.

D. Unrestricted Transfers. A Unit Owner may freely transfer his or her Unit to his or her spouse, child(ren), parent(s), brother(s), sister(s), and/or descendents, or to a trustee of a trust in which the Unit Owner or any one or more of such persons is the sole beneficiary. The Board must be furnished notice of any such transfer when the transaction is completed.

E. Financing. The Board may make such financing

arrangements, including mortgages or special assessments among Unit Owners, as it deems necessary and desirable to purchase or lease any Unit pursuant to this paragraph. No mortgage or other encumbrance, however, may be placed on other than the Unit being purchased and the percentage interest in the Common Elements allocated to it.

XXIV. RESERVED RIGHTS OF DECLARANT

A. Nature and Term of Rights. Except as provided in Section 703.15(2)(d), Wis. Stats., or as amended, 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:

1. expiration of three (3) years from the date this Declaration is recorded; or

2. thirty (30) days after conveyance to purchasers of Units entitled to cast seventy-five percent (75%) of the votes available in the Association.

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 enter into leases of Units, make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, determine, levy, and collect assessments, grant easements, and enact and enforce rules and regulations concerning 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. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

B. Reservation of Specific Rights. Notwithstanding any provision to the contrary, Declarant reserves the following rights:

1. to continue any unfinished development work on any unsold Unit, and on the Limited Common Elements and Common Elements (including obtaining any necessary easements thereto);

2. to conduct promotional and sales activities using unsold Units, Special Unit Elements, Limited Common Elements and Common Elements, which activities shall include but are not limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and

3. to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units.

4. 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.

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, Special Unit Elements, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights.

C. Assignment/Delegation of Rights. The Declarant may assign or delegate any or all of the Declarant's rights and duties hereunder, including the rights granted pursuant to this Section XXIV, by recording an instrument reciting such assignment or delegation with the Register of Deeds of Walworth County, Wisconsin.

D. Access to Property. Declarant, and persons it may select, shall have the right of ingress and egress over, upon and across the Property and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the Units and operation of the Units, Special Unit Elements, Common Elements or Limited Common Elements in connection with the Condominium and the overall development of which the Property is a part.

XXV. ASSOCIATION RULES AND REGULATIONS

The Association may from time to time promulgate such reasonable rules and regulations as are deemed necessary and desirable to carry out the purposes and intent of this Declaration, to promote the harmonious usage of the Common Elements, and to cause each Unit Owner to be free from any unreasonable interference with the peaceful use of his or her Unit and its appurtenances.

XXVI. AGENT FOR SERVICE OF PROCESS

Service of process on the Condominium or the Association may be made on Konstantine S. George, M.D., 9400 West Lincoln Avenue, West Allis, Wisconsin 53227. The Board of the Association may, however, at any time designate a different person to receive service of process. The designation of a different person to receive service of process shall become effective upon being filed with the Register of Deeds for Walworth County, Wisconsin.

XXVII. AMENDMENTS

A. Approval Required. This Declaration may be amended by written instrument, duly acknowledged, enumerating the amendment and signed by Unit Owners owning seventy-five (75%) percent of the ownership interest in the Common Elements. If the Act, Declaration, or By-Laws require all Unit Owners, or lien holders, to consent, then all Unit Owners, or lien holders, must sign the amendment. Notwithstanding the foregoing, no such amendment may substantially impair the security of any unit lien holder of record. Such lien holders of record shall be given written notice of any amendment, and an affidavit of the notice, certified by the Association's Secretary, will be made a part of the signed amendment. Moreover, no amendment to this Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant.

B. Effective Upon Recording. An amendment of this Declaration is effective upon recording of an instrument, as described in Section XXVII(A), with the Walworth County Register of Deeds.

C. Declarant's Rights. Declarant is hereby vested with the right to amend and supplement this Declaration and the Plat and floor plans as may be reasonably necessary or desirable to facilitate the practical, technical, administrative, or functional integration of the Condominium.

XXVIII. NOTICES

All notices must be in writing and, if addressed to the Association, Condominium or its Board, shall be sent to the Registered Agent, as noted in Section XXVI herein, or such other address as the Board may designate by written notice to all Unit Owners. All notices to a Unit Owner shall be sent to the mailing address of his or her Unit or to such other address as he or she may designate by written notice to the Association. Notices are deemed given when mailed or delivered in person. On written request to the Association, the Association will give a mortgagee of any Unit a copy of notices sent to the Unit Owner.

XXIX. MISCELLANEOUS PROVISIONS

A. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit, Special Unit Element or in, on, or to the Common Elements which will impair the structural integrity of the Property or which would structurally change the Property except as is otherwise provided herein. No Unit Owner shall overload the electrical wiring in the Property or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

B. Compliance. Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the deed to his or her Unit, the By-Laws and the rules and regulations adopted pursuant thereto, as the same are amended from time to time. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Unit Owner. Furthermore, all Unit Owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner uses the Property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and any rules and regulations adopted pursuant thereto.

C. Display of Model by Declarant. Until all Units are sold, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not unreasonably interfere with the

quiet enjoyment of any other Unit Owner or occupant.

D. Severability and Interpretation. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration. The intent of this Declaration is to comply with Wisconsin Statutes and the provisions hereof shall be interpreted in the light of this expressed indication of intent.

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

F. Encroachments. If any portion of a Unit, Special Unit Element, Limited Common Element, or Common Element 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.

G. Remedies. If any Unit Owner fails to comply with any provisions of the Act, this Declaration, Association Articles of Incorporation or By-Laws, or any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars ($100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Section. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

H. Eminent Domain. In the event of a taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wis. Stats., or as amended, shall control; and provided, further, if Limited Common Elements are

taken, such Limited Common Elements shall be reconstructed by the Association if practical to do so.

I. Conflict in Condominium Documents. In the event a conflict exists among any provisions of this Declaration, the Articles of Incorporation, or the By-Laws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

J. Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as may be 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 made by the Declarant and provided to any person shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

K. Declarant Bound. So long as the Declarant, its successors and assigns, owns one or more of the Units, the Declarant and its successors and assigns shall be subject to the provisions of this Declaration.

L. Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, Declarant has caused this document to be signed this 28th day of May, 1985.

ELMWOOD, INC.

By: _____
Konstantine S. George, M.D.
President

_____
Thomas C. Pagedas, M.D.
Secretary

NO
[CORPORATE SEAL]

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

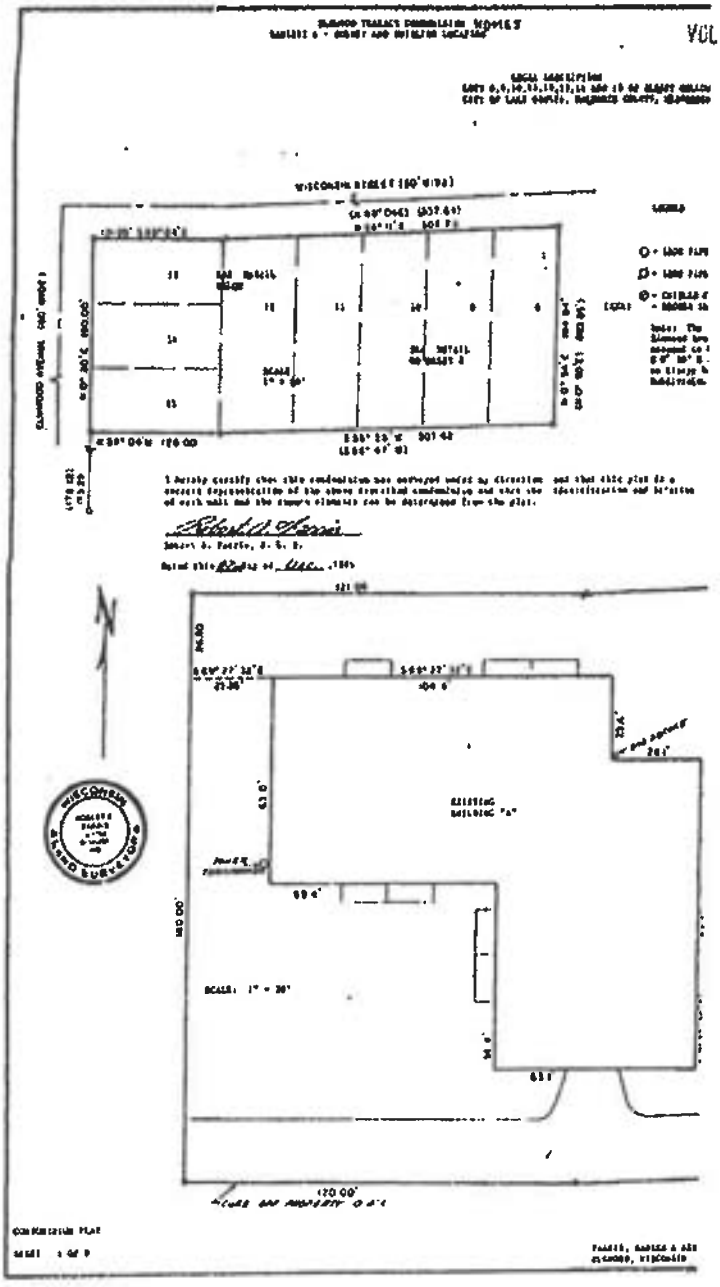
Personally came before me this 28th day of May, 1985, the above named Konstantine S. George, M.D., and Thomas C. Pagedas, M.D., to me known to be the same persons who executed the foregoing and acknowledged the same as Officers of ELMWOOD, INC.

David I. Nestingen
Notary Public, State of Wisconsin
My Commission is permanent

Drafted By: Attorney David I. Nestingen
Milwaukee, Wisconsin

EXHIBIT A

PLAT



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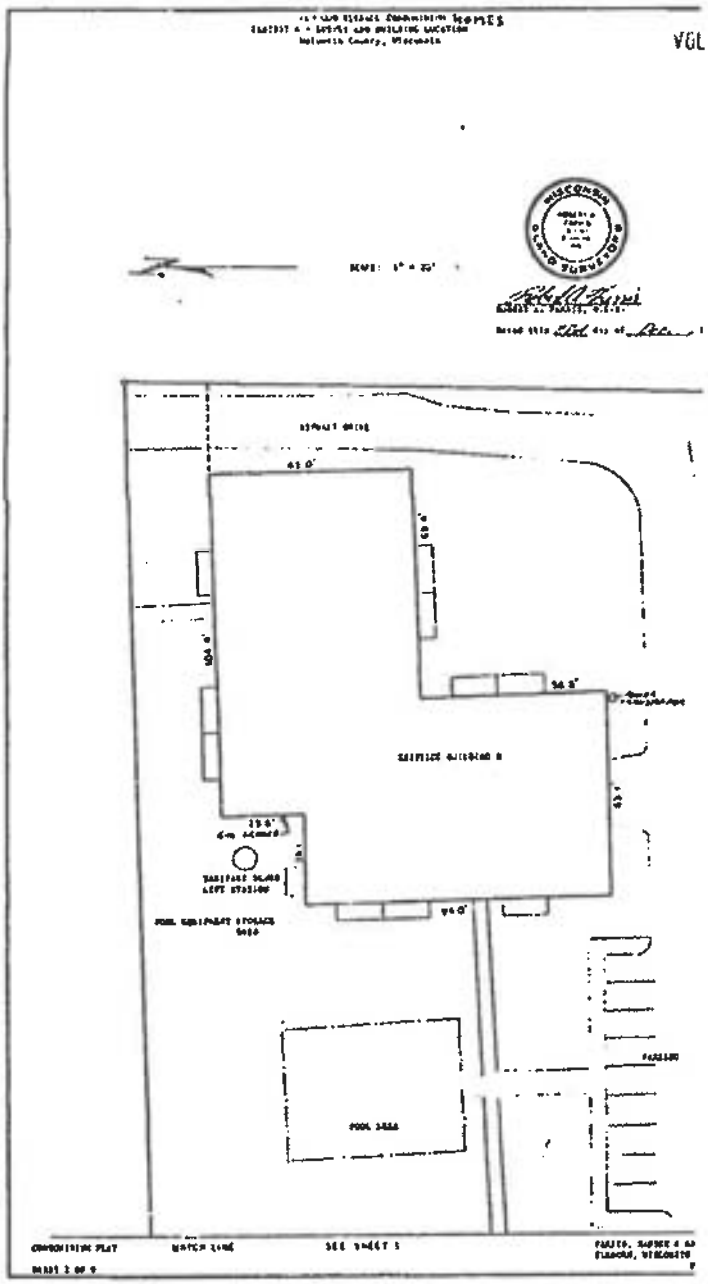
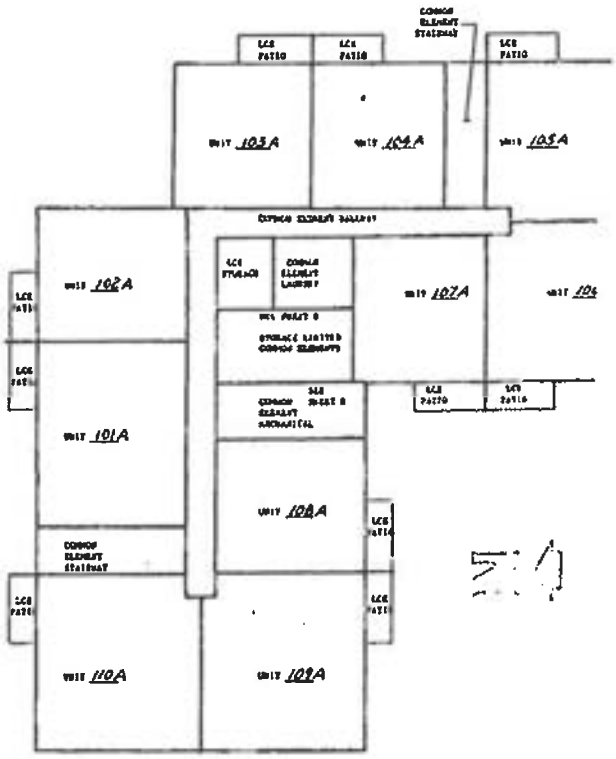


A-45

GLENWOOD TERRACE CONDOMINIUM HOMES
EXHIBIT A - DESIGNATION OF UNITS FOR FIRST
PLACE OF BUILDING 4

Located in Walworth County, Wisconsin



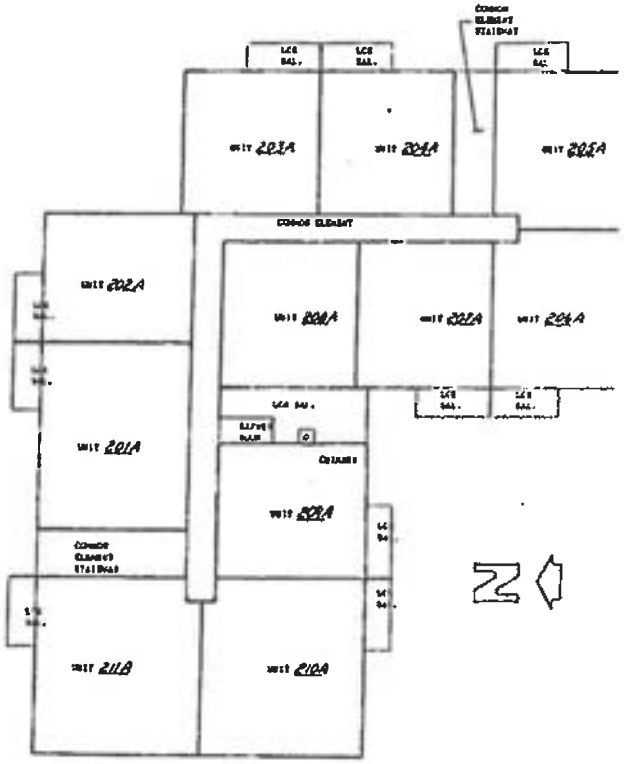
Robert A. Ferris
Robert A. Ferris, P. L. S.

Dated this 23rd day of Dec., 1984

CONDOMINIUM PLAT
SHEET 3 OF 4

FERRIS, [illegible]
ELKHORN, WISCONSIN

A-46

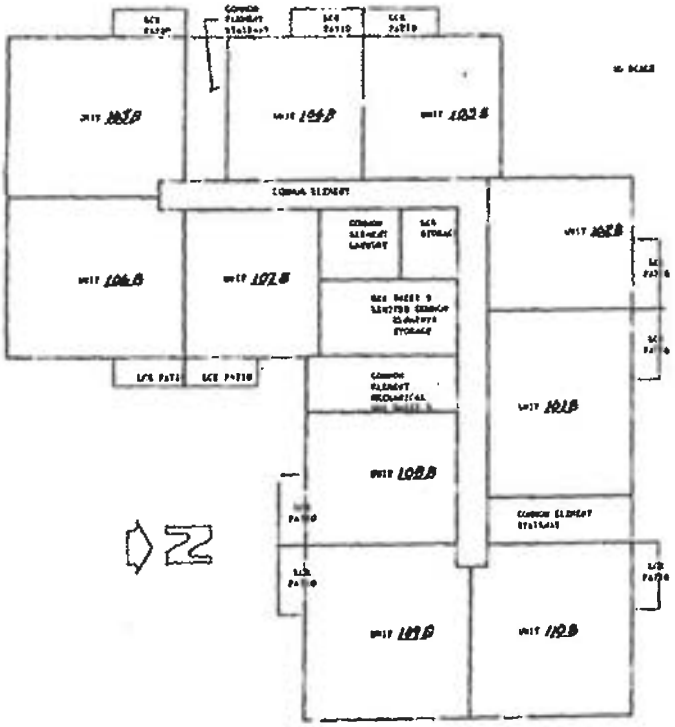


LCE = LIMITED COMMON ELEMENT

CONDOMINIUM PLAT
SHEET 4 of 5

B-47

VOL 345 PAGE 429

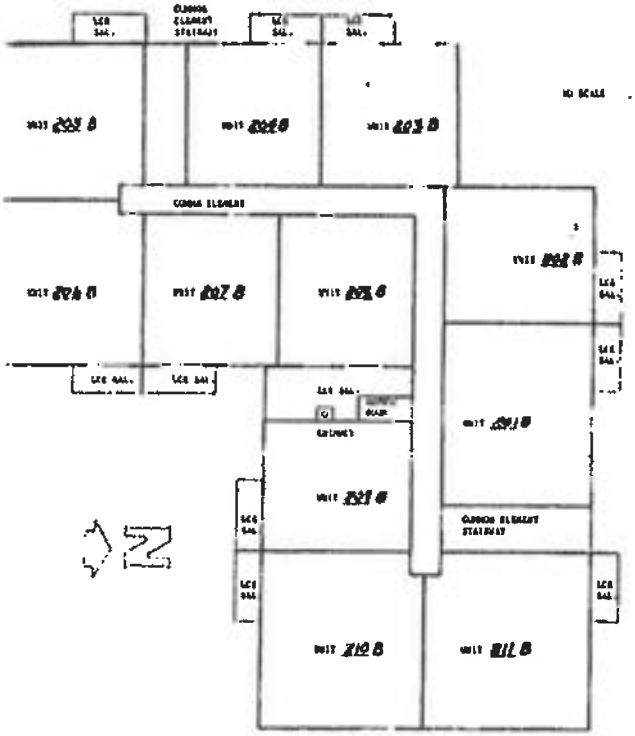


LCE - LIMITED COMMON ELEMENT

WISCONSIN REGISTERED LAND SURVEYOR

CONDOMINIUM PLAT

SHEET 2 OF 5

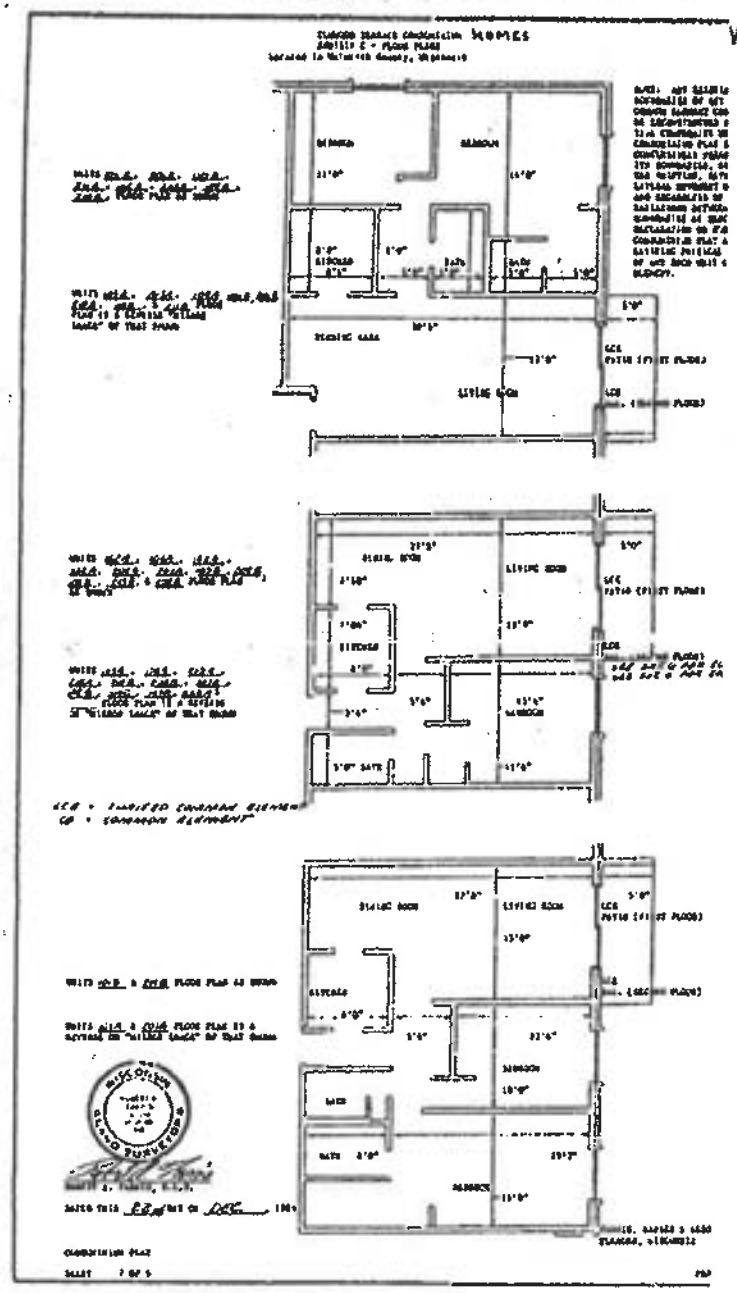


'B' = LIMITED COMMON ELEMENT

WISCONSIN LAND SURVEYOR

SHEET 6 OF 9

DATED THIS 22nd DAY OF Dec. 1984



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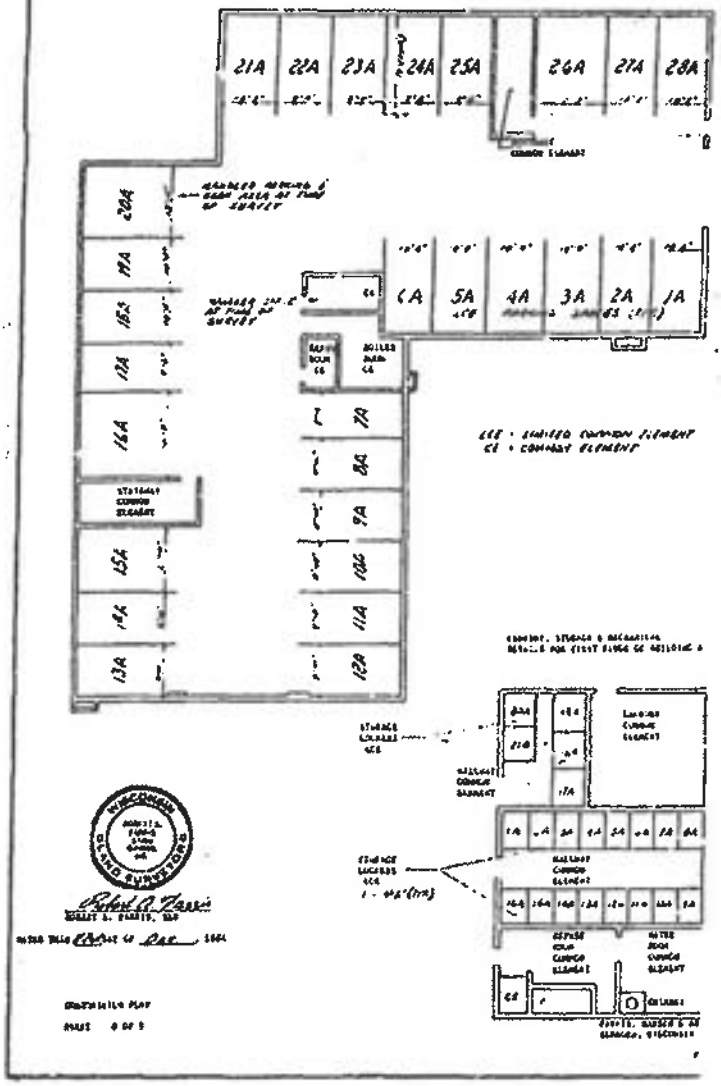
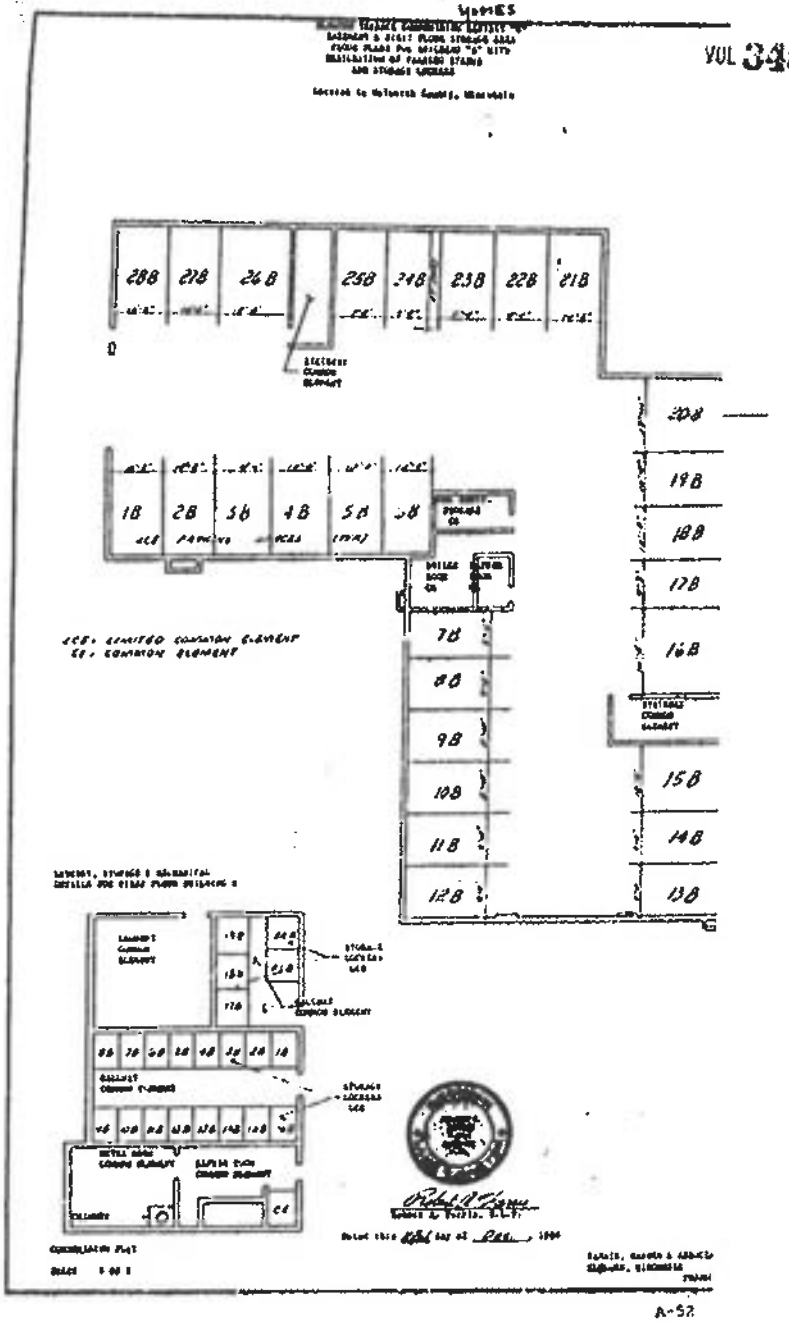
VOL 345 PAGE 432

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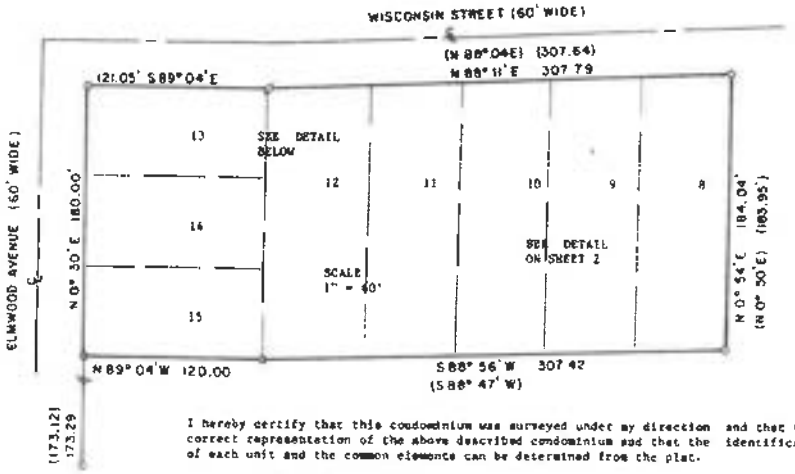
LCE: LIMITED COMMON ELEMENT
CE: COMMON ELEMENT

115969

ELMWOOD TERRACE CONDOMINIUM HOMES
EXHIBIT A - SURVEY AND BUILDING LOCATION

LEGAL DESCRIPTION
LOTS 8,9,10,11,12,13,14 AND 15 OF SLEEPY HOLLOW SUBDIVISION, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN



LEGEND

○ - IRON PIPE FOUND
Ø - IRON PIPE SET
⊘ - CHISLED CROSS SET
(XXX) - RECORD INFORMATION

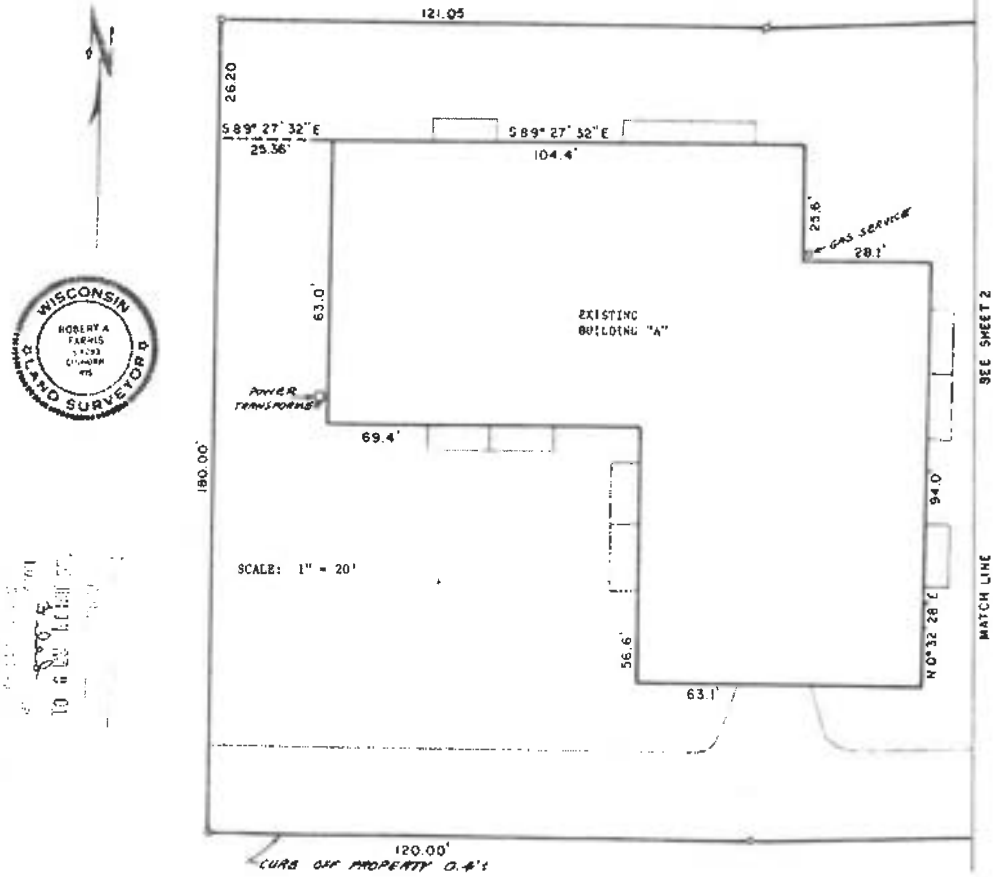
Note: The east line of Elmwood Avenue was assumed to bear N 0° 30' E as shown on Sleepy Hollow Subdivision Plat

I hereby certify that this condominium was surveyed under my direction and that this plat is a correct representation of the above described condominium and that the identification and location of each unit and the common elements can be determined from the plat.

Robert A. Farris

Robert A. Farris, R. L. S.

Dated this 22 day of Dec., 1984



WISCONSIN LAND SURVEYOR

CONDOMINIUM PLAT

SHEET 1 OF 9

FARRIS, HANSEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN

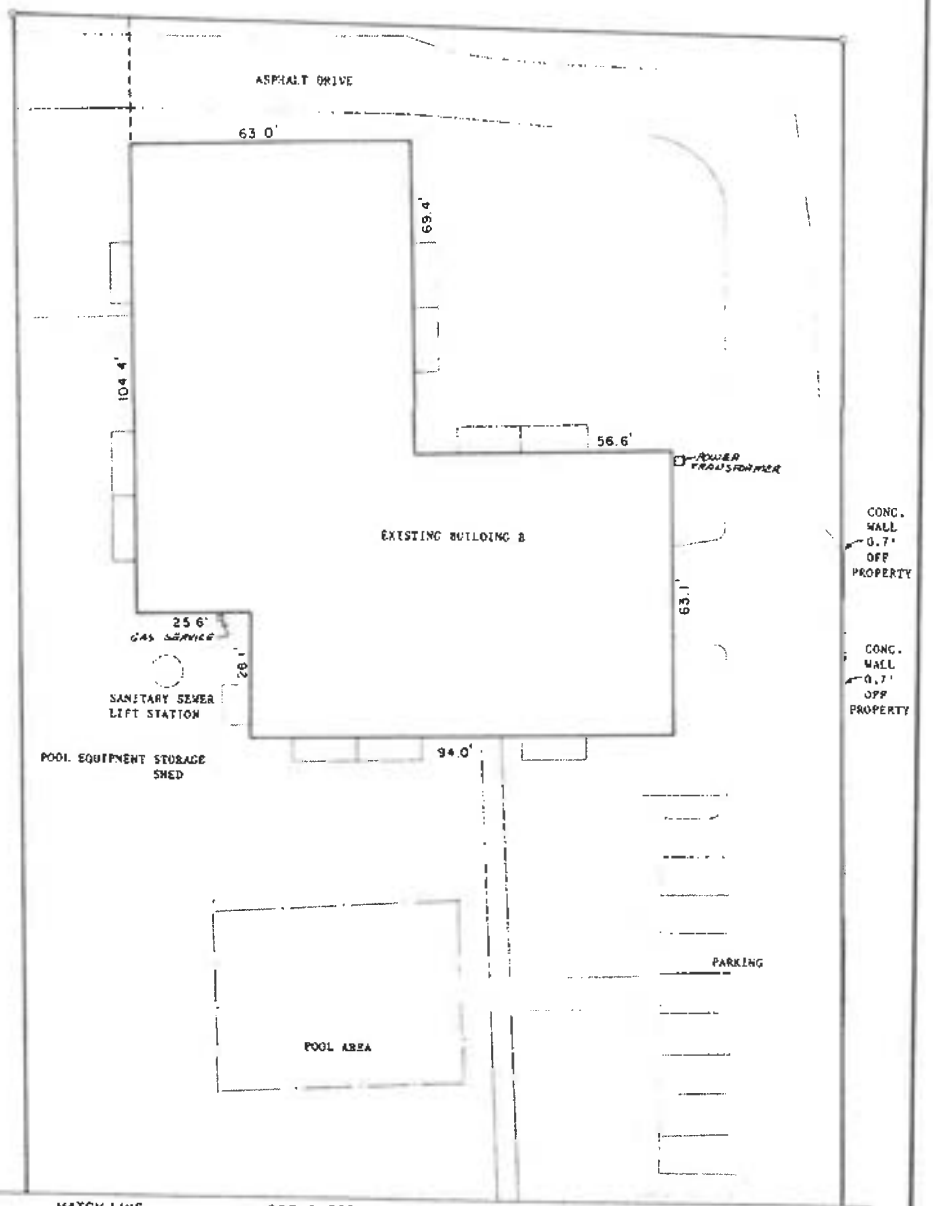
[illegible]UOOD TERRACE CONDOMINIUM HOMES
EXHIBIT A - SURVEY AND BUILDING LOCATION
Walworth County, Wisconsin

SCALE: 1" = 20'

WISCONSIN
ROBERT A. FARRIS
LAND SURVEYOR

ROBERT A. FARRIS, R.L.S.

Dated this 22nd day of Dec., 1984



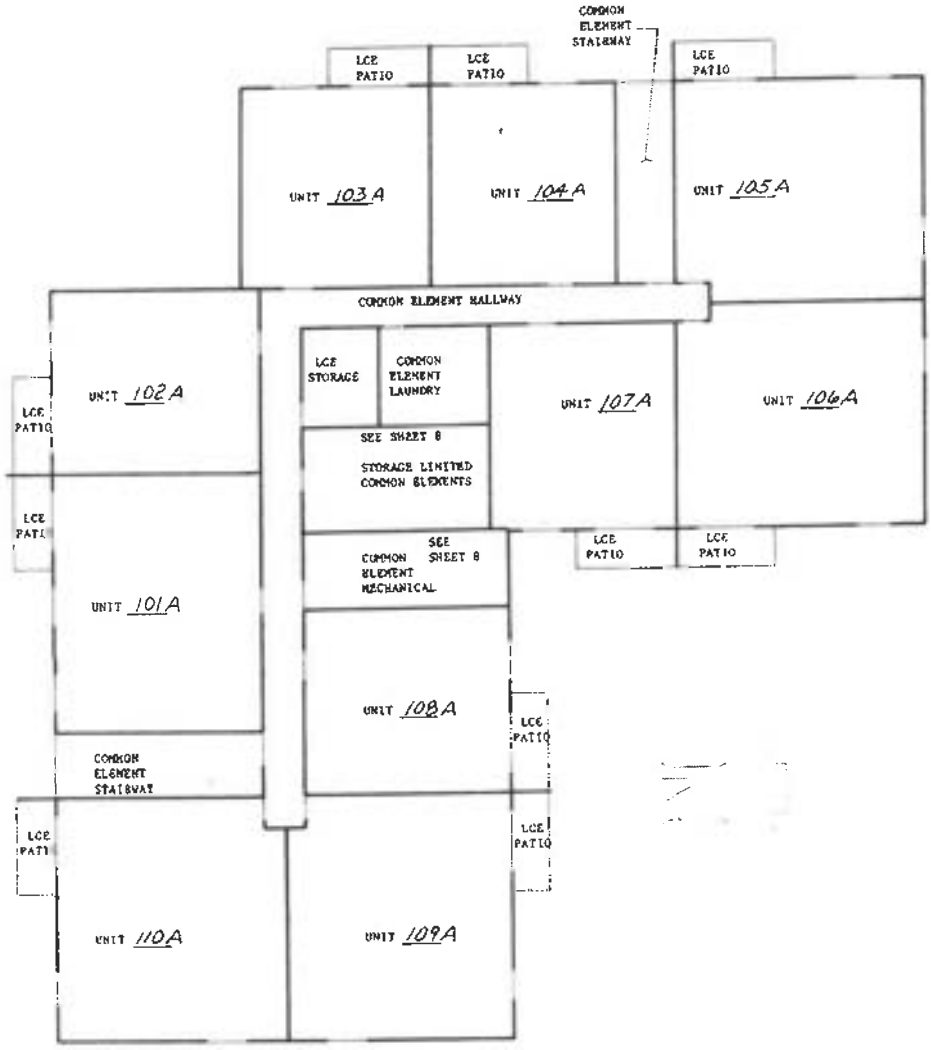
CONDOMINIUM PLAT MATCH LINE SEE SHEET 1

SHEET 2 OF 9

FARRIS, HANSEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN
PROJECT # 2249

ELMWOOD TERRACE CONDOMINIUM HOMES
EXHIBIT B - DESIGNATION OF UNITS FOR FIRST
FLOOR OF BUILDING A

Located in Walworth County, Wisconsin



Robert A. Farris, R. L. S.

Dated this 22nd day of Dec, 1984

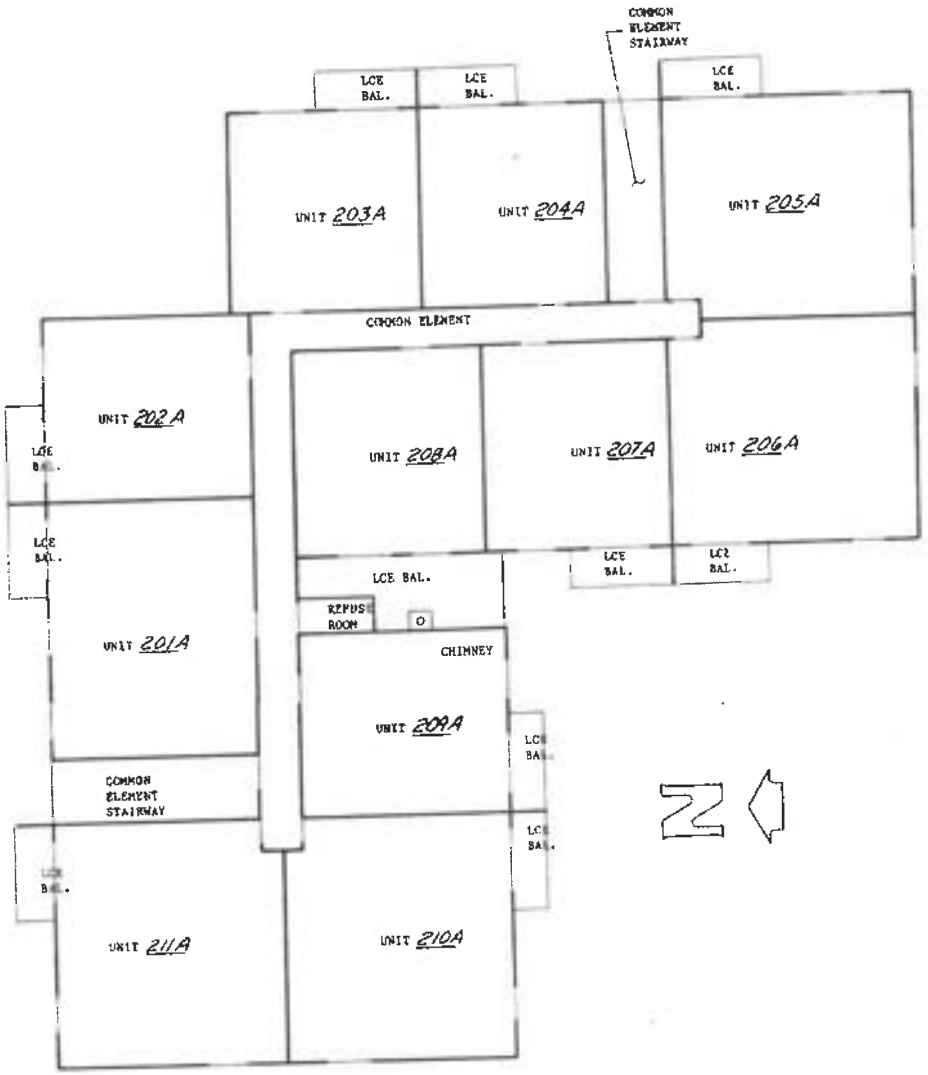
WISCONSIN LAND SURVEYOR

FARRIS, HANSEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN
PROJECT # 1249

CONDOMINIUM PLAT

SHEET 3 OF 9

ELMWOOD TERRACE CONDOMINIUM HOMES
EXHIBIT B - DESIGNATION OF UNITS FOR SECOND FLOOR OF BUILDING A
Located in Walworth County, Wisconsin



LCE = LIMITED COMMON ELEMENT

Robert A. Farris, R. L. S.

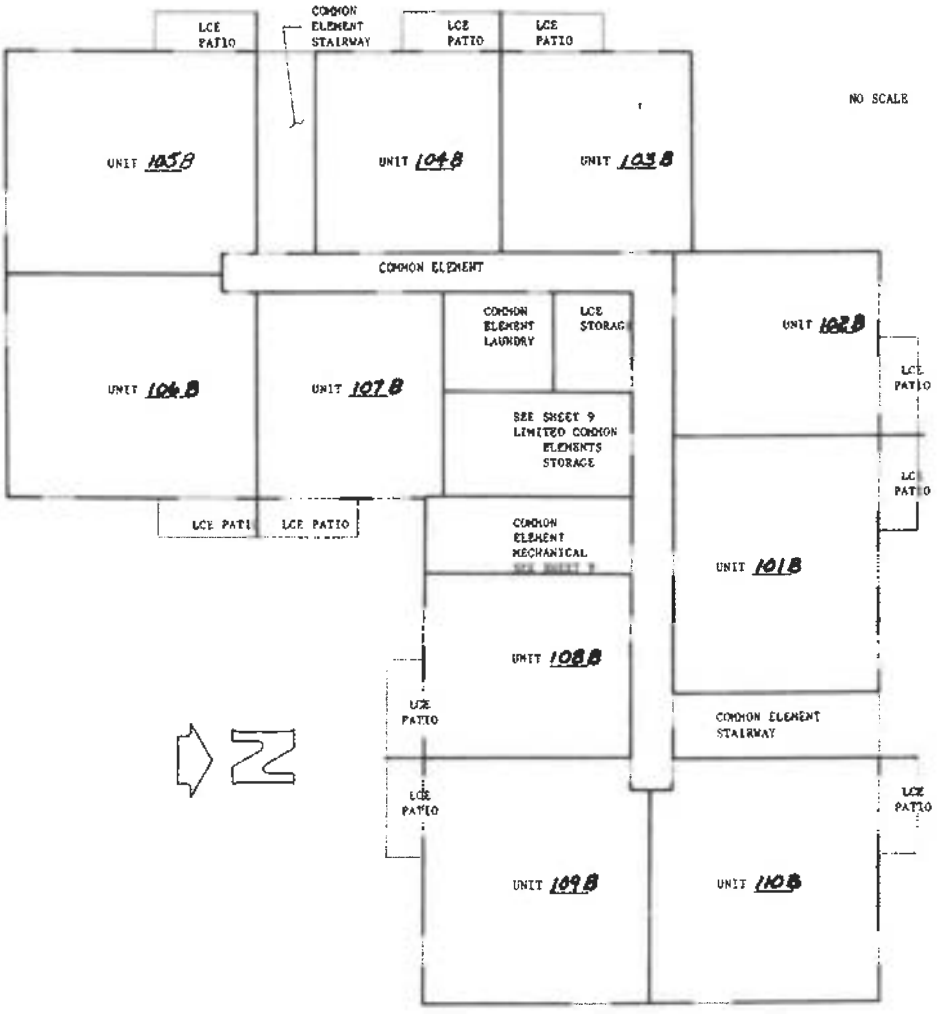
Dated this 22nd day of Dec., 1984

WISCONSIN LAND SURVEYOR

FARRIS, HANSEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN
PROJECT # 2249

CONDOMINIUM PLAT
SHEET 4 of 4

ELMWOOD TERRACE CONDOMINIUM HOMES
EXHIBIT A - DESIGNATION OF UNITS FOR FIRST
FLOOR OF BUILDING B
Located in Walworth County, Wisconsin



LCE: LIMITED COMMON ELEMENT

Robert A. Farris, R. L. S.

Dated this 22nd day of Dec., 1984

WISCONSIN LAND SURVEYOR
ROBERT A. FARRIS

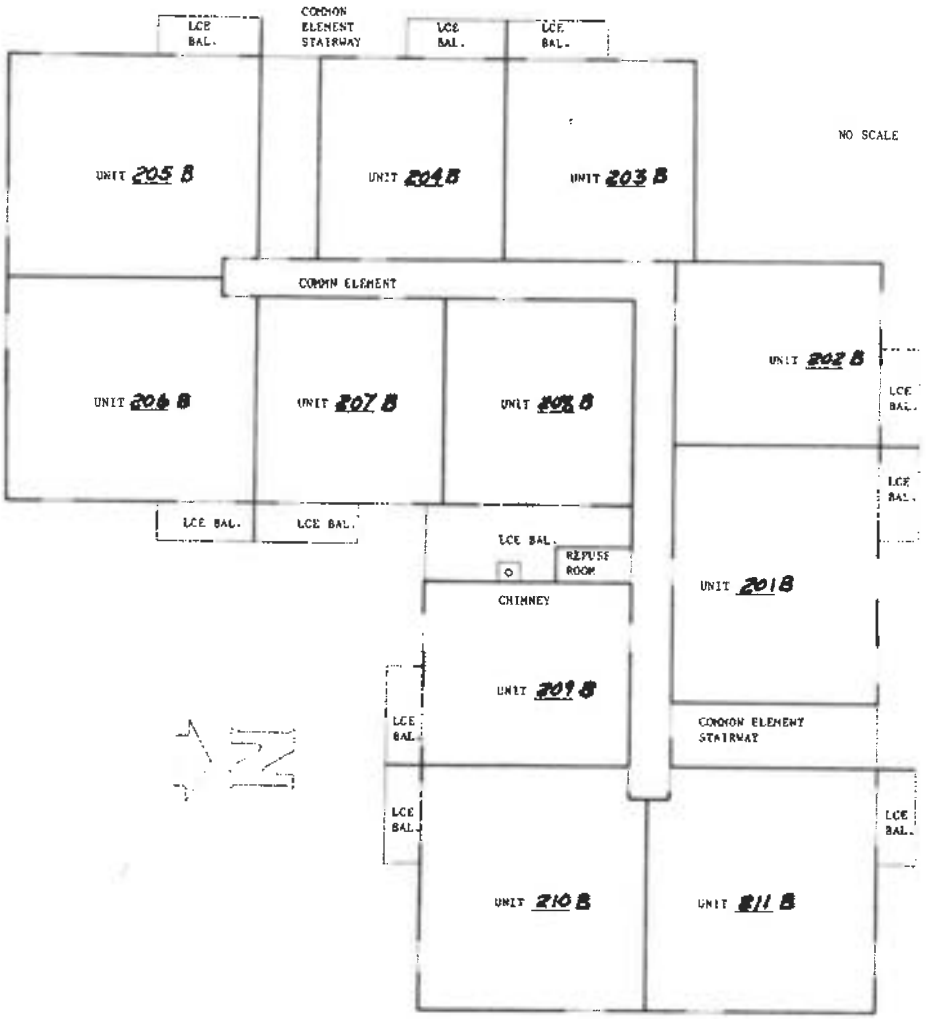
FARRIS, HASNEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN

CONDOMINIUM PLAT

SHEET 5 OF 9

PROJECT #2249

ELMWOOD TERRACE CONDOMINIUM HOMES
EXHIBIT B - DESIGNATION OF UNITS FOR SECOND
FLOOR OF BUILDING B
Located in Walworth County, Wisconsin



LCE : LIMITED COMMON ELEMENT

WISCONSIN LAND SURVEYOR

Robert A. Farris
ROBERT A. FARRIS, RLS

FARRIS, HANSEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN

CONDOMINIUM PLAT

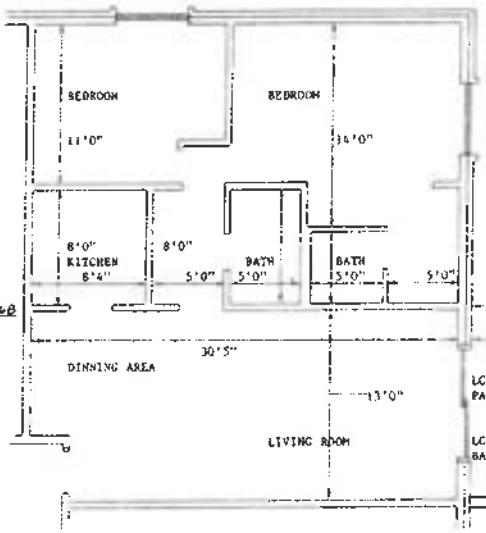
SHEET 6 of 9

DATED THIS 22nd DAY OF Dec., 1986

PROJECT #2249

ELMWOOD TERRACE CONDOMINIUM HOMES
EXHIBIT C - FLOOR PLANS
Located in Walworth County, Wisconsin

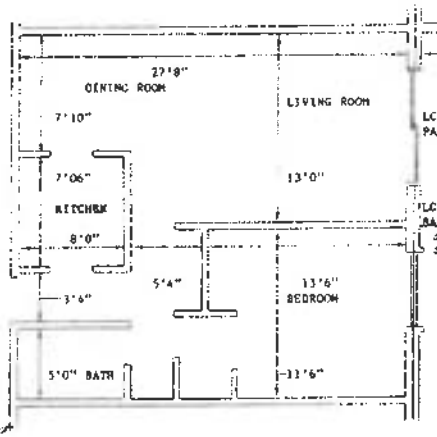
UNITS 104A, 204A, 110A, 211A, 105B, 205B, 109B, 210B, FLOOR PLAN AS SHOWN



NOTE: ANY EXISTING PHYSCAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES, REGARDLESS OF THE SHIFTING, SETTLEMENT OR LATERAL MOVEMENT OF ANY BUILDI AND REGARDLESS OF MINOR VARIATIONS BETWEEN THE PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OR SHOWN ON THE CONDOMINIUM PLAT AND THE EXISTING PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT.

UNITS 105A, 205A, 109A, 106B, 206B, 210A, 110B, & 211B FLOOR PLAN IS A REVERSE "MIRROR IMAGE" OF THAT SHOWN

UNITS 102A, 106A, 107A, 202A, 206A, 207A, 103B, 207B, 102B, 203B, & 208B FLOOR PLAN AS SHOWN

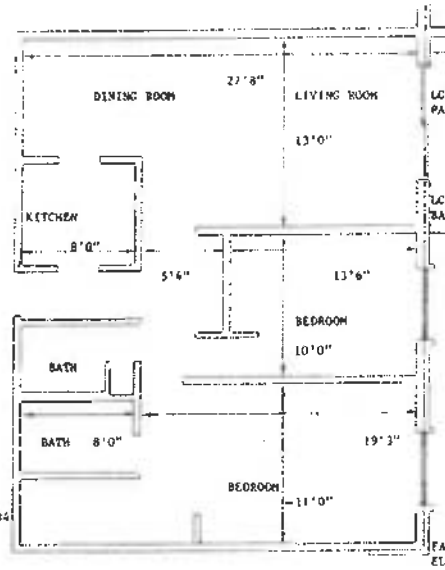


UNITS 103A, 108A, 203A, 208A, 202A, 204B, 202A, 102B, 104B, 107A, 209A & 209B FLOOR PLAN IS A REVERSE OR "MIRROR IMAGE" OF THAT SHOWN

LCE = LIMITED COMMON ELEMENT
CE = COMMON ELEMENT

UNITS 101B & 201B FLOOR PLAN AS SHOWN

UNITS 101A & 201A FLOOR PLAN IS A REVERSE OR "MIRROR IMAGE" OF THAT SHOWN



WISCONSIN REGISTERED LAND SURVEYOR

ROBERT A. PARRIS, R.L.S.

DATED THIS 22nd DAY OF DEC., 1984

FARRIS, HANSEN & ASSOCIATES, INC., ELKHORN, WISCONSIN

CONDOMINIUM PLAT

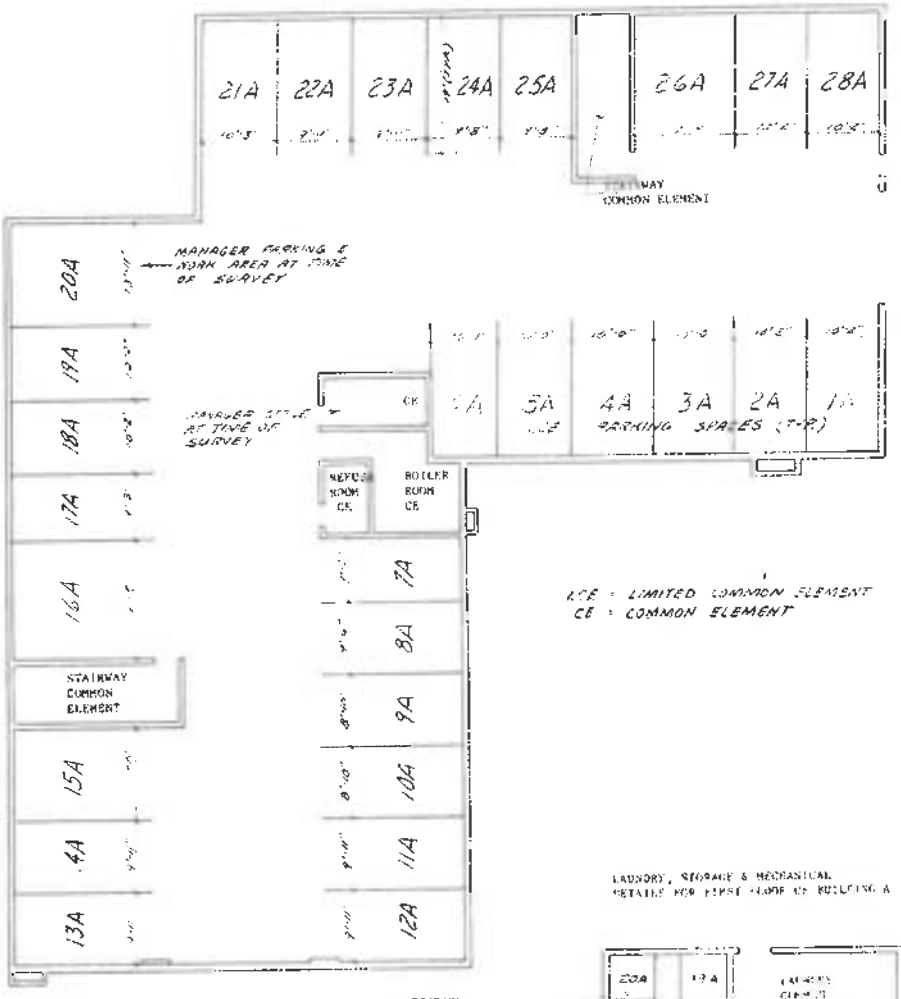
SHEET 7 OF 9

PROJECT # 2249

HOMES

ELMWOOD TERRACE CONDOMINIUM EXHIBIT "C"
BASEMENT & FIRST FLOOR STORAGE AREA
FLOOR PLAN FOR BUILDING "A" WITH
DESIGNATION OF PARKING STATUS
STORAGE LOCKERS

Located in Walworth County, Wisconsin



WISCONSIN
ROBERT A. FARRIS
S-1701
ELKHORN, WIS.
LAND SURVEYOR

Robert A. Farris
ROBERT A. FARRIS, RLS

DATED THIS 22nd DAY OF Dec., 1986

CONDOMINIUM PLAT

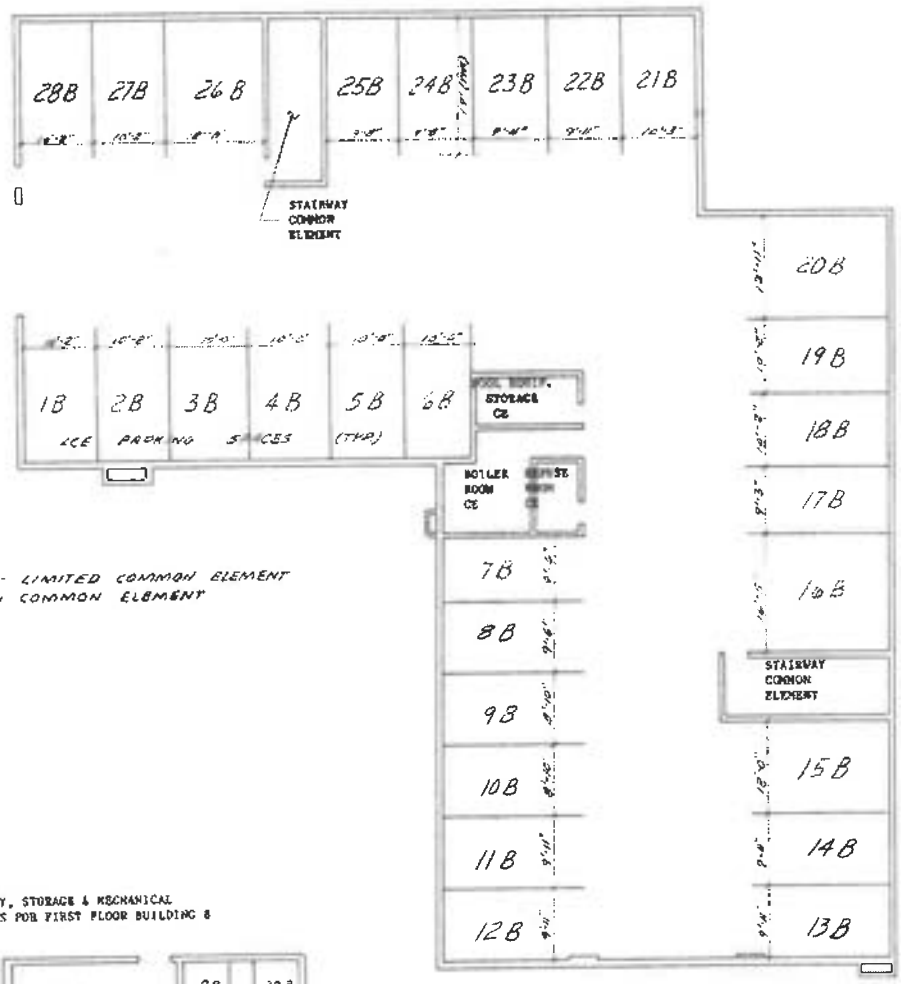
SHEET 8 OF 9

FARRIS, HANSEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN

PROJECT # 2169

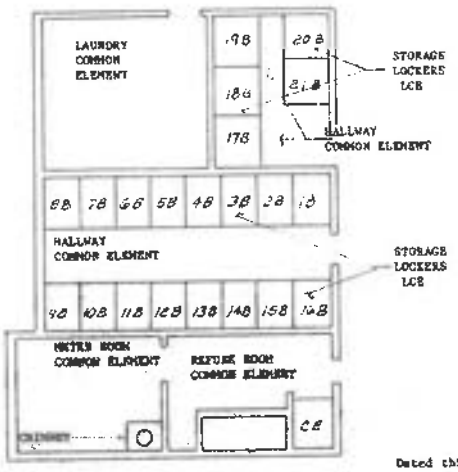
ELMWOOD TERRACE CONDOMINIUM EXHIBIT "B"
BASEMENT & FIRST FLOOR STORAGE AREA
FLOOR PLANS FOR BUILDING "B" WITH
DESIGNATION OF PARKING STALLS
AND STORAGE LOCKERS

Located in Walworth County, Wisconsin



LCE- LIMITED COMMON ELEMENT
CE- COMMON ELEMENT

LAUNDRY, STORAGE & MECHANICAL
DETAILS FOR FIRST FLOOR BUILDING B



Robert A. Farris
Robert A. Farris, R.L.S.

Dated this 22nd day of Dec., 1984

CONDOMINIUM PLAT

SHEET 9 OF 9

FARRIS, HANSEN & ASSOCIATES, INC.
ELKHORN, WISCONSIN
PROJECT # 2249