SECTION 2

DECLARATION

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(INSERT RECORDING INFORMATION HERE)

DECLARATION OF
PEBBLE BROOK HOLLOW I CONDOMINIUM

THIS DECLARATION is made and entered into by Belman Investments, LLC (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon **TBD** single-family residential buildings with attached garages (the "Buildings"), together with certain other improvements in connection therewith. The Property, together with all Buildings and improvements, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "Pebble Brook Hollow I Condominium." The addresses of the Condominium are as set forth on attached Exhibit C.

This Declaration contemplates an "expandable" condominium which may include up to an additional **TBD** single-family residential.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. The Condominium shall initially consist of **TBD** separate residential freehold estates (collectively called the "Units" and individually called a "Unit"). Each Unit shall consist of:

a. The entire Building and one or more cubicles of air at one or more levels of space having outer boundaries formed by the exterior surfaces of the Building, including all roof, foundation, structural elements, exterior walls, windows, window frames, doors, doorframes, including all screens, glass and locks in windows and doors.

b. Each Unit also includes all portions of the plumbing, heating, electric, natural gas, air conditioning, cable, telecommunications and other systems (including the individual furnace/AC unit, water heater, compressors, components, pipes, wires, conduits, ducts, utility meters, and the like) serving only that Building even if located partially outside the boundaries of the Building.

In interpreting deeds, plats, and plans, the actual and existing physical boundaries of each Unit as originally constructed, or as reconstructed substantially in accordance with the original plats and plans, shall be conclusively presumed to be its boundaries rather than the metes or bounds or other property description expressed in any deed, plat, plan or floor plans, regardless of settling or lateral movement of the Building which comprises the Unit, and regardless of minor variance between the actual boundaries and the boundaries shown on the plat and plans or described in a deed.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

3. **TBD** (only applies to the outlot 1 condominium). The Expansion Real Estate described on Exhibit E shall have a non-exclusive easement of ingress and egress across the private street as shown on the site map and survey appended hereto as Exhibit B.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Buildings and other improvements located or to be located on the Property are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The floor plans of each of the Buildings comprising the Units within the Condominium are appended hereto as Exhibit D.

Each Unit shall be separately metered for all utilities, except water and sewer. **TBD** Private road and driveway maintenance, trash (unless serviced by municipal disposal) and certain limited snow management, general landscaping and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium Property and related improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below. The Association (defined in Article VI) shall govern the manner of use of the General Common Elements and Limited Common Elements according to the Association's bylaws and such other rules and regulations as may be established by the Association.

Gardens. Each Unit owner shall be allowed to maintain gardens within three (3) feet of the Unit Building; provided that the procedures for architectural control established by the Board of Directors of the Association in accordance with Article VII, Section 6 have been complied with so that such gardens are compatible with the landscape design of the Limited Common Elements appurtenant to the Unit.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are generally reserved for the exclusive use of the owners or occupants of the Units to which they are appurtenant. The Limited Common Elements for each Unit are designated on the Condominium plat, a copy of which is attached hereto as Exhibit B. The Limited Common Elements reserved for the exclusive use of the owners and occupants of each individual Unit consist of the yard, outside stoop, patio, porches, decks, , if any, appurtenant to each Unit, the sidewalks, driveways, lampposts, water and sewer lines, and other utility lines serving exclusively the Unit to which they are appurtenant. The Limited Common Elements that are reserved for the exclusive use of the owners or occupants of multiple Units consist of the wells, septic systems, water and sewer lines, and other utilities serving more than one Unit and are reserved for the exclusive use of the owners and occupants of the Units to which they are appurtenant.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a **TBD** undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to the Common Elements shall be shared among the owners of all Units according to their percentage of their undivided interest in the Common Elements, as expressed above or as the same may be amended pursuant to Article XIII hereof.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as Pebble Brook Hollow I Condominium Owners Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt Bylaws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the Bylaws.

3. Declarant Control. Prior to the conveyance by Declarant of twenty five percent (25%) of the undivided interest in the Common Elements 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 Board of Directors. Prior to the conveyance of fifty percent (50%) of the undivided interest in the Common Elements 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 Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days' notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the Bylaws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary

or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable.

8. Services. The Association, acting through the Board of Directors, may, at its sole discretion, arrange for or provide services to owners and their Units, directly or through contracts with the Declarant or other third parties, including service agreements by which a particular service is provided to all Units as a Common Expense, or service contracts offering services at the option of each owner with the charges for such service being a specific charge to the Unit owner, or a specific assessment against the owner's Unit, or both. Such services may include, but are not limited to, such things as trash and recycling removal, cable television, community technology, utilities, fire protection, security monitoring and pest control. Any Association contract for services may require individual owners or occupants to execute separate agreements directly with the persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions as may be just, including provision for termination of services provided to such Unit. Any such termination shall not relieve the owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense. In its discretion, the Association may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the governing documents requiring the Association to provide such services.

9. Approvals. The Association, acting through the Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply one or more of the following criteria in considering any proposal and/or may apply any additional criteria as the Board of Directors deems prudent: (i) matters of access and convenience to other Units; (ii) requiring the written agreement of the owner of the Unit making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring the owner of the Unit to agree, in writing, to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board of Directors may, at its discretion, impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (i) indicates in writing or (ii) fails to respond within sixty (60) days following the Unit owner's written submission of a proposal unless prior to the expiration of such period, additional information is requested of the owner by the Board of Directors or the Board of Directors issues its written refusal.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all screens, glass and locks in windows and doors; (b) maintain, paint, repair, both the interior and exterior of the Unit, including, but not limited to, the foundation, walls and roof of the Unit; (c) keep the patio, porch, deck, or

balcony appurtenant to the Unit in a clean and neat condition, including snow removal; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements and Limited Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, maintenance, repairs, and replacements to the General Common Elements and the following Limited Common Elements shall be effected by the Association: the uniform outdoor lamppost and its associated bulbs, wiring, sensors and other components, and all shared wells and septic systems and their associated pumps, electrical lines, and plumbing lines and other components. The cost of repair and replacements as described in (e) of this section shall be assessed to and paid for by the owner of the applicable Unit. The cost of maintenance, repairs and replacements to the uniform lampposts and applicable components shall be assessed to and paid for by the applicable Unit owner. The cost of the maintenance, repairs and replacements of shared Limited Common Elements shall be paid by the applicable Unit owners sharing such Limited Common Elements.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the General Common Elements, except as provided in Section 1 above. Notwithstanding Section 1 above, all snow removal from outside front stoops, porches, sidewalks and driveways shall be performed by the Association.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit that impair the structural integrity or lessen the support of any portion of the Condominium or create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. Any owner of a Unit intending to remodel the interior of the Unit shall report their intentions to the Association prior to beginning any work so that the Association may inform the owners of adjacent Units and to ensure compliance with this Declaration, the Bylaws and any rules and regulations. Unit owners may erect or construct awnings, enclosures, three-season rooms or screen porches within their Limited Common Elements, only as provided in this Section provided however that such construction be of the same first quality and appearance as the original construction of the Unit.

4. Decorations; Signs; Patios, Porches, Decks, and Balconies. No Unit owner may decorate or alter the Common Elements or change the exterior appearance of a Unit, including painting, resurfacing or replacement of exterior windows, doors, roof, siding, brick, stucco, stone or other exterior features, or any other portion of the Condominium without the permission of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place a standard temporary open house sign outside of the Building during the open house of a Unit for sale or lease not exceeding 18" x 24." No awnings, enclosures screen porches or three-season rooms, or other or similar structures, shall be installed on patios, porches, decks, or balconies without the approval of the Board of Directors in accordance with Section 703.13(5m) of the Wisconsin Statutes. Grills shall be allowed on patios on such terms and conditions as approved by the Board of Directors in compliance with Article IX of this Declaration. Patios, porches, decks, and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing.

5. Structural Changes by Association. Except, as provided in this Section and as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change General Common Elements and Limited Common Elements, including awnings, enclosures, three-season rooms, screen porches, benches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7. Compliance with Declaration of Covenants, Easements and Restrictions. Notwithstanding anything contained in this Declaration, in no event shall any Unit owner, the Association or the Board of Directors engaging, authorized, or permit any violations of the Declaration of Covenants, Easements, and Restrictions of the Pebble Brook Hollow Subdivision, and any lawfully enacted amendments thereof, or any lawfully adopted rules or regulations of the Pebble Brook Hollow Homeowners Association, Inc.

8. Declarant Landscaping. In order to preserve the natural amenities of the Condominium and to provide for the enhancement of property values for the benefit of the property as a whole and for the benefit of each Unit owner, Declarant intends to install landscape improvements (the "Declarant Landscaping") in accordance with a master landscape plan adopted by the Declarant ("Landscape Plan"). The Declarant Landscaping may include various hedge and screen plantings, berms, trees, shrubbery and related landscaping which are to be constructed by Declarant in certain areas. The Landscape Plan also includes the construction of improvements and landscaping for the entranceway. Declarant reserves the right to change the Declarant Landscaping, in its sole discretion.

9. Maintenance of Landscaping. The Association shall be responsible for maintaining and repairing the Declarant Landscaping and all other landscaping within the General Common Elements and Limited Common Elements (except for gardens which shall be maintained by the owner of the Unit adjacent to the garden). Such responsibility shall include, but is not limited to, the seeding and watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain all landscaping in an attractive condition consistent with its original design. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto all Limited Common elements to obtain ingress and egress necessary to maintain and make repairs to all landscaping within the Condominium. The costs of such maintenance and repairs will be levied by the Association equally against all Lot owners.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The Bylaws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. A Unit owner, or a person on behalf of a Unit owner, may submit to the Association a written request for a payoff statement with respect to the total amount necessary to satisfy all monetary obligations, including unpaid assessments, owed by the Unit owner for a specified date not more than thirty (30) days after the request is submitted. Within ten (10) business days after such a request is submitted, Association shall provide a written payoff statement to the Unit Owner or person that submitted the request; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such other amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of

the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof; provided that the monthly installment shall be prorated on a daily basis.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Use. Each Unit shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. All other leases shall be for terms of not less than six months. Each occupant of a Unit shall comply with all provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association, and such rules and regulations as may be adopted by the Board of Directors pursuant to this Declaration or the Bylaws and each lease shall provide that a breach of any of the foregoing shall be deemed a default under the lease. Notwithstanding the foregoing, the Unit owner shall be responsible to the Association and each other Unit owner for any breach of any provision of this Declaration, the Articles of Incorporation, Bylaws, or any rules or regulations caused by an occupant of such owner's Unit and the Association need deal only with the owner and shall not be obligated to address any breach with the offending occupant. Individual rooms in dwelling units contained within a Unit shall not be rented and no transient tenants shall be accommodated.

3. Pets. Except as expressly provided herein, no animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium or on the Property. Dogs weighing less than 90 pounds, cats, fish and birds ("Permitted Pets"), may be kept, provided that no Permitted Pets shall be kept, bred, or maintained for any commercial purposes. No reptiles of any kind are permitted anywhere within the Condominium or on the Property. All Permitted Pets, other than dogs and cats, must be kept in an enclosure such as an aquarium or cage and it shall be prohibited to permit any pet, other than dogs and cats, to be outside of an enclosure anywhere within the Condominium or on the Property, including within a Unit. Not more than two cats, or two dogs, or two birds or any combination thereof numbering two, may be permanently housed, kept, or maintained within any Unit. No pet shall be permitted which causes an unreasonable disturbance. All Permitted Pets shall be housed indoors. Only dogs and cats shall be allowed outdoors and, if allowed outdoors, shall be kept on a leash and within the presence and control of a person at all times while outdoors. It is not permissible to simply leave a pet unattended on a leash while outdoors. Any pet excrement in Common Elements shall be removed immediately by the occupant of the Unit in which the pet resides. Any and all costs of repairing damage caused by a pet shall be borne by the owner of the Unit in which the pet resides. A violation of the provisions of this section or the rules and regulations for the keeping of pets adopted by the Board of Directors shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors of a charge in such amount determined by the Board of

Directors pursuant to such rules and regulations, plus all enforcement costs incurred, including, but not limited to, reasonable attorney's fees incurred by the association incident to the enforcement, in addition to all other rights and remedies the Association may have. Until such time as the Board of Directors shall adopt a different amount, the charge shall be up to $500 per month or part thereof until the Unit owner has complied. Such charges and costs may be collected in the same manner as assessments pursuant to Article VIII of the Declaration. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

4. Use, Parking, No Obstructions, Grills. No Unit owner shall permit any person, other than an occupant or guest of a Unit, to park a vehicle on the Property. No Unit owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any General Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed or unlicensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the General Common Elements or Limited Common Elements or public ways within the Condominium. Licensed boats, boat trailers, vans (other than minivans) and trucks may be stored, parked or placed on the Condominium, provided that they are so stored, parked or placed only in a garage and further provided that such storing, parking or placing does not cause an automobile or minivan to be parked outside of a garage but for the storing, parking or placing of the other vehicle, the automobile could have been parked in the garage. No vans (other than minivans) or trucks may be stored, parked or placed overnight in the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon, or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle, other than, washing, waxing, and interior cleaning in locations as may be designated by the Board of Directors, shall be permitted anywhere on the Condominium. Bicycles shall be placed only in those areas designated by the Association. No playground equipment or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rule or regulation. Grills are permitted within a residential Unit owner's Limited Common Elements only in strict accordance with Town of Waukesha Fire Department ordinances and regulations. In no event shall any charcoal, natural gas/L.P./propane, wood burning, or other grills which emit a flame be permitted on any front porch or stoop, or within any enclosed deck or screened porch.

5. Reservation of Use of General Common Elements. With the Board of Directors' prior written approval and subject to any conditions, rules, regulations, fees and charges the Board may impose, an owner or occupant of a Unit, or any other third party, may reserve portions of the General Common Elements for private use for a specified period of time. Each owner or occupant, or third party, shall assume, on behalf of himself and any guests, all risks or costs associated with the use of the General Common Elements and all liability for any damage or injury to any person or thing as a result of such use, and shall indemnify and defend the Association for any claims arising out of any such damage, injury, or use.

6. Waste. Units shall utilize trash and recycling services as provided by the Town of Waukesha if available. Units for which municipal trash and recycling services are unavailable, shall utilize such trash and recycling services as may be provided by the Association. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

7. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

8. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

9. Encroachments. If any of the General Common Elements encroaches upon a Unit's Limited Common Elements a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands.

10. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any General Common Elements or the enjoyment thereof by the owners of other Units.

11. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

12. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result

of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the Bylaws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

13. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof and the Declaration of Covenants, Conditions and Restrictions referred to in Section 16 of this Article IX (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

a. Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

b. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

14. Grading Declaration. Declarant has caused or will cause the Property to be graded in substantial conformity with the Master Grading Plan approved and on file with the Town. Thereafter, the Association shall maintain such grades, and neither the Declarant, Association, nor any Unit owner may modify such grades or deviate from the Master Grading Plan without prior written approval from the Town.

15. Lighting Declaration. A lamp post shall be placed immediately adjacent to the driveway serving each Unit at the time of construction. Thereafter such lamp posts will be maintained in good working by the Association as Limited Common Elements. The lampposts will be on a dusk to dawn photocell or other control mechanism, and no Unit owner will disturb the settings thereof.

16. Declaration of Covenants, Conditions and Restrictions. The Condominium Property is part of a residential subdivision development known as Pebble Brook Hollow. The use of the Condominium Property and the construction of all Buildings and other improvements are subject to and must comply with the Declaration of Covenants, Conditions and Restrictions of Pebble Brook Hollow recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on **TBD** as Document No. **TBD**, and all amendments thereto. All Unit owners are members of the Pebble Brook Hollow Subdivision Association, Inc.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting the General Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall promptly undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. All costs of the repair or reconstruction of the Damaged Premises in excess of available insurance proceeds shall be a common expense. However, if the Common Elements are damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit owners having 75% or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit owners in proportion to their percentage interests in the Common Elements, and shall be distributed in accordance with the priority of interests in each Unit.

3. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set

forth in Section 703.19, Wisconsin Statutes (2017-2018), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on all improvements on or within the General Common Elements as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to improvements, personal and real property similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars ($1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such

losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy five percent (75%) of the undivided interests in the General Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation or repair of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; (iii) grant easements over the common elements for the benefit of the Condominium or other lands for parking or access; and (iv) grant easements or dedications for road, sewer, water and other utility purposes across, over and under the Common Elements for the

benefit of the Condominium or other lands provided that in the instrument creating such easement, if such easements serve such other lands, Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements;

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant;

e. reserves the right to take such acts as may be necessary to ensure compliance with any and all applicable government statutes, regulations, codes, ordinances, rules, and orders, including but not limited to the terms and conditions of the Developer's Agreement and the Conditional Use Permit.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit E appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional **TBD** Units. Such Units shall be located within the general areas indicated therefor on Exhibit B hereto. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Waukesha County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion. Exhibit E hereto and the condominium plat show only the outline of the Expansion Real Estate. Each time that Declarant desires to subject any portion of the Expansion Real Estate to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate being so subjected, in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Matters Related to Expansion.

d. Declarant reserves an easement over and across the Condominium, including General Common Elements, for the benefit of the Expansion Real Estate during construction, and otherwise for ingress and egress and vehicular parking. Declarant further reserves an easement across, under and through General Common Elements for the benefit of the Expansion Real Estate to install, maintain and replace underground utilities and aboveground and underground drainage systems servicing the Expansion Real Estate. For purposes of this Article XIII, the term "utilities" includes telephone, water, gas, electric, cable, sanitary sewer, storm sewer and similar future services commonly provided communally. Subsequent division of ownership of the Expansion Real Estate shall not affect the benefit of these easements for each portion thereof.

e. If Declarant determines at any time that it desires to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant may at its cost connect utilities servicing the Expansion Real Estate to existing utilities within the Condominium, even if the Expansion Real Estate is not then or thereafter made a part of the Condominium; provided that the cost of maintaining and replacing portions of such utility lines in

the undeclared Expansion Real Estate shall be borne by owner(s) of such undeclared Expansion Real Estate. The Association and owner(s) of the Expansion Real Estate serviced by such utilities shall cooperate in maintenance, repair and replacement of such utilities, and shall maintain each utility (to the extent of the rights of such person to do so) so as to enable servicing the anticipated needs of the Condominium and Expansion Real Estate.

ARTICLE XIV

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XIV hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

e. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty one percent (51%) of the votes of Units subject to mortgages.

f. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

1. Procedure. Except for the Declarant's right to amend this Declaration in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy five percent (75%) of the Unit owners Except as provided in Section 2 of this Article XV, a Unit owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this section. As an alternative to the foregoing procedure, this Declaration may be amended in accordance with the alternative procedure set forth in Section 703.093 of the Wisconsin Statutes if at least seventy five percent (75%) of the Unit owners consent to the amendment in writing and those consents are approved by the mortgagees or holders of equivalent security interests in the Units. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. First Mortgagee. In Section 1 of this Article XV, "first mortgagee" means the first mortgagee of a Unit or the holder of an equivalent security interest, the first mortgage lender on a Unit or the equivalent security interest holder, or the person servicing the first mortgage loan or its equivalent on a Unit. A Unit owner, or the Association, on behalf of a Unit Owner, may obtain the approval of a first mortgagee by providing written notice of the amendment to the first mortgagee in accordance with Section 703.09(2m) of the Wisconsin Statutes.

3. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, Bylaws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens or the priority of assessment liens;

c. Reserves for maintenance, repair and replacement of the Common Elements;

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

g. Redefinition of any Unit boundaries;

h. Reallocation of interests in the General or Limited Common Elements or rights to their use;

i. Convertibility of Units into Common Elements or of Common Elements into Units;

j. Leasing of Units;

k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;

l. A decision by the Association to establish self-management of the Condominium;

m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

4. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 3above, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

5. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

6. Special Amendments. Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make mortgage loans covering twenty percent (20%) or more of the Units, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act, or (iv) to correct clerical or typographical errors in this

Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit owner. Each deed, mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Article XV, Subsection 6shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this declaration is recorded, whichever first occurs.

7. Declarant's Rights. For purposes of this Article XV, the number of Unit owners shall be computed as though the Condominium were fully expanded under Article XIII until the tenth (10th) anniversary of the recording of this Declaration and Declarant shall be deemed to own all Unit interests less those appurtenant to Units actually conveyed by Declarant. So long as Declarant or Declarant's successors or assigns own any interest in any Unit, the consent in writing of Declarant or its successors or assigns shall also be required to any amendment to the Declaration, the Bylaws, the Articles, or the Rules and Regulations. No amendment to the Declaration, the Bylaws, the Articles, or the Rules and Regulations shall alter or abrogate the rights or obligations of Declarant or Declarant's successors or assigns as contained therein unless Declarant consents in writing to such amendment. Furthermore, no amendment to the Declaration, the Bylaws, the Articles, or the Rules and Regulations shall alter or abrogate the rights of any Mortgagee unless ten percent (10%) of the Mortgagees consent in writing to such amendment. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Furthermore, this Declaration can be amended with the consent of less than the number of Unit owners and mortgagees required above, as follows:

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

b. Declarant can unilaterally amend this Declaration to expand the Condominium to include additional lands under Article XIII.

c. This Declaration can be amended pursuant to Section 703.09(4) of the Wisconsin Statutes.

ARTICLE XVI

DISPUTE RESOLUTION

The Declarant, the Association and Board of Directors, all owners, and any other persons subject to this Declaration, collectively agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium without the

emotional and financial costs of litigation. Accordingly, each of the above parties agrees that any dispute involving the Condominium shall be settled by binding arbitration administered by Resolute Systems, Inc. under its rules then in effect. The arbitration shall be conducted by one arbitrator, at a location in Waukesha County, Wisconsin, as designated by the arbitrator. The decision or award of the arbitrator shall be in writing and shall include reasons for such decision. Subject to Wisconsin law, the arbitrator's decision shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

Any parties to a dispute involving the Condominium shall first make every reasonable effort to meet in person and confer for the purpose of resolving the dispute by good faith negotiations. The Board of Directors may appoint a representative to assist the parties in the resolution of the claim, including through formal mediation.

EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY RIGHT TO HAVE A CLAIM RESOLVED BY JUDICIAL PROCEEDINGS, INCLUDING ANY RIGHT TO TRIAL BY JURY. THIS SUBSECTION IS AN AGREEMENT TO ARBITRATE THE ABOVE-DESCRIBED CLAIMS AND MAY BE SPECIFICALLY ENFORCED BY ANY PARTY.

Notwithstanding the foregoing, the Declarant or the Association may commence litigation in the Circuit Court for Waukesha County necessary to:

(i) collect any assessment or other amounts due from any owner; or

(ii) to obtain a temporary restraining order or other such emergency equitable relief necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration and administer the Condominium.

ARTICLE XVII

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the Bylaws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVIII

RESIDENT AGENT FOR SERVICE OF PROCESS

The Declarant has appointed David Belman, 1407 East Sunset Drive, Waukesha, Wisconsin 53189, as the resident agent of the Condominium for service of process. The name or address of the resident agent may be changed by the Board of Directors and shall become effective upon the filing of the change in the office of the Department of Financial Institutions of the State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes. Any change in the person or location for the service of process designated by the Board of Directors shall become

effective upon the recording of notice thereof in the office of the Wisconsin Department of Financial Institutions in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XIX

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XX

DISCLAIMER

Microorganisms, including, but not limited to, mold, mildew, spores, any other form of fungi, bacteria, viruses and any toxins or irritants secreted by any of them ("Microorganisms") occur naturally in the environment and may be present, during or after construction, in the indoor air of the Buildings and on its interior and exterior surfaces including, without limitation, wall cavities, attics, windows, basements, wells, piping, ducts, well water and/or ceilings, or any part of them. Moisture can result from cooking, showering, or similar activities, can be contributed to from the outside atmosphere, and/or may arise or be exacerbated from the design, construction means and methods, and/or type of building materials used in construction of the Buildings. This moisture may cause or increase the presence, growth, release, discharge or dispersal of Microorganisms that, if sufficiently concentrated, may cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, but without limitation, skin irritation, respiratory problems and/or allergic reactions. Microorganisms occur naturally in the environment, and Declarant cannot eliminate the possibility that Microorganisms may grow in, on or about the Buildings. Likewise, concentrations of radon or chemical compounds may exist in or be released from soil, household furnishings, personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Unit owners and occupants may minimize these effects by proper use and maintenance of heating, cooling, dehumidification and ventilation equipment, regular interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking.

Water provided by any water system, private or public may, naturally or based on human activities, contain contaminants including but not limited to: elements and substances such as arsenic, boron, selenium, radon, radium, calcium or magnesium salts, dirt, clay salts, silt, iron or rust; Microorganisms such as e coli bacteria; farm and industrial wastes such as gasoline, pesticides, fertilizers, and solvents. Whether contaminants will be noticeable or cause problems

depends on the amount of the substance present and the individuals and uses involved. Contaminants may cause scaling or staining, tastes, odors, deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, but without limitation, skin irritation, respiratory problems and/or allergic reactions.

EACH UNIT OWNER ACKNOWLEDGES THAT UNIT OWNER HAS BEEN INFORMED OF THE ABOVE EFFECTS OF MICROORGANISMS, MOISTURE, RADON, CHEMICAL COMPOUNDS AND WATER CONTAMINANTS. EACH UNIT OWNER HEREBY ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, AND/OR DESTRUCTION OF OR INJURY TO PROPERTY, REAL OR PERSONAL, THAT MAY ARISE AS A RESULT OF, OR IS IN ANY WAY CONNECTED WITH, THE INDOOR AIR QUALITY OF THE BUILDINGS, THE QUALITY OF WATER, OR THE PRESENCE OF MICROORGANISMS, RADON, WATER CONTAMINANTS OR CHEMICAL COMPOUNDS IN, ON OR ABOUT THE INTERIOR OR EXTERIOR OF THE BUILDINGS, INCLUDING IN THE WATER.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH UNIT OWNER ASSUMES ALL RISKS OF DAMAGE OR INJURY, INCLUDING, BUT NOT LIMITED TO, (1) BODILY INJURY, SICKNESS, EMOTIONAL DISTRESS, DISEASE, DEATH, OR ANY OTHER PERSONAL INJURY OR ADVERSE HEALTH EFFECTS OR (2) INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL OR REAL PROPERTY, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND LOSS OF USE THEREOF, WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH SUCH ITEMS, INCLUDING MICROORGANISMS, MOISTURE, RADON, WATER CONTAMINANTS AND CHEMICAL COMPOUNDS AND HEREBY FULLY, FINALLY AND FOREVER RELEASES AND DISCHARGES DECLARANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES AND EXPENSE AND DAMAGES THEREFROM WHATSOEVER, WHETHER NOW KNOWN OR HEREAFTER KNOWN, WHICH A UNIT OWNER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST DECLARANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS REGARDING THE MATTER REFERRED TO IN THIS ARTICLE. DECLARANT MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, FITNESS OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION METHODS, INDOOR AIR QUALITY, OR SUITABILITY, SAFETY OR QUALITY OF THE WATER.

ARTICLE XXI

CONSTRUCTION AND EFFECT

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

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

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of

Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

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

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own all **TBD** Unit interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed this _____ day of _____, 2019.

BELMAN INVESTMENTS, LLC.

By_____
David Belman, Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, the above named David Belman to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
[print name]

Notary Public, State of Wisconsin
My commission:_____

CONSENT OF MORTGAGEE

Signed by **TBD**, mortgagee of this property, individually, mortgagee of this property, this ____ day of _____, 2019, in accordance with Section 703.09 of the Wisconsin Statutes.

_____
(Name of Mortgagee)

By:_____

_____
(Print Name and Title)

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2019, the above named **TBD** to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
_____[print name]
Notary Public, State of Wisconsin
My commission:_____

This instrument was drafted by:
Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
Post Office Box 558
Waukesha, WI 53187-0558

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION – PHASE I – Pebble Brook Hollow I Condominium

TBD

EXHIBIT B

(Attach Sheet 1 of Condominium Plat)

EXHIBIT B
(Attach Sheet 2 of Condominium Plat)

EXHIBIT B
(Attach Sheet 3 of Condominium Plat)

EXHIBIT C

All addresses are Waukesha, Wisconsin 53186.

Unit Number	Unit Address	Unit Type

EXHIBIT D

(Attach Sheet 4 of Condominium Plat)

EXHIBIT D
(Attach Sheet 5 of Condominium Plat)

EXHIBIT D
(Attach Sheet 6 of Condominium Plat)

EXHIBIT E

EXPANSION REAL ESTATE

LEGAL DESCRIPTION OF PEBBLE BROOK HOLLOW I CONDOMINIUM:

TBD