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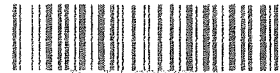
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ISRAEL RAMON

REGISTER OF DEEDS
MILWAUKEE COUNTY, WI

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**DECLARATION OF
CONDOMINIUM
AT
THE RESIDENCES AND
CLUBHOUSE AT LAKESHORE
COMMONS CONDOMINIUM**

Recording Area

Prepared by and Return to:

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PIN: See Exhibit A

**DECLARATION OF CONDOMINIUM
AT
THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS
CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM
AT
THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS
CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM AT THE RESIDENCES AND CLUBHOUSE AT LAKESHORE COMMONS CONDOMINIUM (this "Declaration") is made a this 15th day of July, 2022, by F STREET OCLV LLC, a Wisconsin limited liability company ("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").

RECITALS:

A. WHEREAS, Declarant is the fee simple owner of certain units in the Lakeshore Commons Master Condominium, a condominium located in Milwaukee County, Wisconsin, declared and existing under and by virtue of the Act and by a declaration recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on July 12, 2022, as Document No. 11264832 (the "Master Condominium"), including, but not limited to Units 1 through 6 and 11 through 21, inclusively, of the Master Condominium (referred to herein as the "Property" and more fully described on Exhibit A, attached hereto).

B. WHEREAS, Declarant intends to initially develop one hundred fourteen (114) residential dwelling units within the Property. Pursuant to Article 3, Declarant has the right to expand the Condominium.

C. WHEREAS, Declarant intends by this Declaration to submit the ownership of the Property and all residential dwelling units located therein, including any and all rights, title and interests appurtenant thereto, to the condominium form of ownership under the Act and further desires to establish, for its own benefit and for that of all future owners and occupants of The Residences and Clubhouse at Lakeshore Commons Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of The Residences and Clubhouse at Lakeshore Commons Condominium on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements thereon, subject to the terms, conditions, restrictions and obligations of the Master Condominium as set forth in the Master Condominium Instruments (defined below), as well as 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 1
PURPOSE, LEGAL DESCRIPTION, NAME, ADDRESS AND DEFINITIONS

1.1 Purpose. The purpose of this Declaration is to submit the Property described herein to condominium ownership and use in the manner provided by the Act.

1.2 Legal Description. The real estate subject to this Declaration is more particularly described as the "Property" in Exhibit A attached hereto and, by this reference, made a part hereof.

1.3 Name and Address. The condominium to which this Declaration shall apply shall be known as "The Residences and Clubhouse at Lakeshore Commons Condominium," and its address is c/o MPC Property Management, 120 E. Chestnut St., Burlington, Wisconsin.

1.4 Definitions. As used in this Declaration or the exhibits and schedules attached hereto, capitalized terms not otherwise defined have the meanings set forth below:

"Assessment" means a share of the Common Expenses, as hereinafter defined, and other special assessments or charges from time to time assessed against a Unit and the respective Unit Owner by the Association, all in accordance with this Declaration and the Association Instruments.

"Association" means and refers to The Residences and Clubhouse at Lakeshore Commons Condominium Owner's Association, Inc., a Wisconsin non-stock corporation.

"Association Instruments" mean the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.

"Board" or "Association's Board" means the Board of Directors of the Association or the Master Association, as the context requires.

"Building" or "Buildings" generally means and refers to the buildings located on the Property, which has been or will be constructed (and as may be altered, modified and reconstructed in the future), in which the Units and certain of the Common Elements are situated.

"Building Pad" shall mean the areas shown on the Plat within with Buildings and Limited Common Elements may occur as described in Section 2.1.

"Clubhouse" means that certain clubhouse and related area, together with any privacy fences, including the Single Family Pool (as hereinafter defined), as designated on the Condominium Plat.

"Common Elements" shall mean all parts of the Condominium (as defined below) other than Units. Common Elements are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners (as defined below) and are referred to as the "General Common Elements." Other Common Elements are limited to the use of one or more individual Units to which appurtenant, but not all Units, and are referred to herein as "Limited Common Elements".

"Common Expenses" mean the expenses of the Association as defined in Article 9.

"Condominium" means the Property subject to this Declaration and all improvements constructed thereon which shall be known as "The Residences and Clubhouse at Lakeshore Commons Condominium," together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

"Condominium Instruments" mean this Declaration, the Condominium Plat and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Condominium Plat" means the Condominium plat of The Residences and Clubhouse at Lakeshore Commons Condominium, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as copy of which is attached hereto as Exhibit B, as amended from time to time.

"Declaration" means this Declaration which subjects the Property described in Exhibit A to the Act, and all exhibits and schedules attached hereto, as may be amended from time to time as herein provided.

"Declarant" means F Street OCLV LLC, a Wisconsin limited liability company, its, successors and assigns, pursuant to assignment in accordance with Section 15.12 of this Declaration.

"Environmental Documents" shall mean the BMP and SMP documents as further defined in Section 8.1(d).

"Expansion Real Estate" means the real property together with all Buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, as described in the Master Condominium Instruments, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.

"Ground Level" shall mean, with respect to any Building that is part of a Unit, the existing grade level of such Building and, with respect to any other portion of a Unit, the existing grade of the ground surface. Notwithstanding the foregoing, the Ground Level shall not conflict with the "Barrier" level as such term is defined in the Environmental Documents

"Limited Common Elements" means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Owners of Units, all as identified on the Condominium Plat.

"Master Association" means and refers to the entity known as Lakeshore Commons Master Condominium Owner's Association, Inc., a Wisconsin non-stock corporation.

"Master Association Instruments" mean the Master Association's Articles of Incorporation, Bylaws and Rules and Regulations, as same may be adopted and amended from time to time.

"Master Condominium" means the Lakeshore Commons Master Condominium, a condominium located in Milwaukee County, Wisconsin, as referenced in Recital A above.

"Master Condominium Declaration" means the Declaration of Condominium at Lakeshore Commons Master Condominium and all exhibits and schedules attached hereto, as amended from time to time.

"Master Condominium Instruments" mean the Master Condominium Declaration, the Master Condominium Plat, the Master Association Instruments, and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Master Condominium Plat" means the Lakeshore Commons Master Condominium Plat, as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, as amended from time to time.

"Mortgage" means a mortgage or land contract encumbering a Unit.

"Mortgagee" means the holder of any mortgage encumbering one or more of the Units or a land contract vendor under a land contract by which equitable title in a Unit was conveyed.

"Owner's Guest" or "Guest" means a Person in lawful possession of a Unit or a Person who uses, occupies or comes upon the Common Elements with an Owner's consent, whether given expressly, impliedly or by acquiescence.

"Percentage Interest" means the appurtenant, undivided interest of each Unit and each Unit Owner in the Common Elements expressed as a percentage and identified for each respective Unit in Exhibit D hereof.

"Person" means a natural person (individual), corporation, partnership, association trust or other legal entity, or any combination thereof.

"Rules and Regulations" mean the rules and regulations adopted by the Association from time to time, and as amended from time to time, which govern the manner in which a Unit Owner may use, enjoy and occupy his/her Unit and the Common Elements.

"Service Elements" shall mean all utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, elevator equipment and roof units located within the Condominium.

"Single Family Pool" means that certain pool, together with any privacy fence, and related area designated on the Condominium Plat.

"Single-Family Unit" or "Single-Family Building" shall mean a standalone single-family Building which contains only one livable dwelling.

"Townhome Unit" or "Townhome Building" shall mean a standalone Building which contains six or eight livable dwellings.

“Turnover of Control” means the effective time when the Declarant relinquishes control of the Association as provided in Section 11.3.

“Unit” shall mean a separate freehold estate as defined in the Act, and shall include, without limitation any unbuilt units created pursuant to Article 3.

“Unit Owner” or “Owner” means a Person who holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee.

“Villa Unit” or “Villa Building” shall mean a standalone Building which contains two or three livable dwellings.

ARTICLE 2 DESCRIPTION AND DEFINITION OF THE UNITS

2.1 General. The Plat identifies Building Pads for each Building to be erected in the Condominium. Each Building Pad anticipates either one, two, three, six or eight Units will be constructed on such single Building Pad, which may be physically connected in one Building or may be separate Buildings. Buildings may be erected anywhere within a Building Pad, subject to Article 6 below. Any portion of a Building Pad which is not enclosed in a Building will become part of the Limited Common Elements appurtenant to one or more adjacent Units on that Building Pad, as more particularly described below. Until a Building has been constructed on a Building Pad, the Unit or Units for that Building Pad will be deemed to occupy the entire Building Pad. Initially by this Declaration, there will be fifty-nine (59) Buildings comprising one hundred fourteen (114) Units, as shown on the Plat.

2.2 Unit Identification. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

2.3 Unit Boundaries.

(a) Single-Family Unit. Upon construction of a Single-Family Unit, the boundaries of the Single-Family Unit shall be described as follows:

(i) Lower Boundary. The lower boundary of Single-Family Unit shall be the horizontal plane located at the lowest possible subterranean depth at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of Single-Family Unit.

(ii) Upper Boundary. The upper boundary of the Single-Family Unit shall be the horizontal plane located at the highest possible datum measurement point above the Ground Level at which a private party is deemed to have a fee simple ownership interest pursuant to Wisconsin law, and parallel to the Ground Level, extended to an intersection with the perimetrical boundaries of the Single-Family Unit as shown on the Condominium Plat.

(iii) Perimetrical Boundaries. The perimetrical boundaries of the Single-Family Unit shall be the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries, extended to their planar intersections with each other and with the upper and lower boundaries.

(iv) Single-Family Structure. Once a Single-Family structure is built on a Building Pad, it shall include the entire Single-Family Unit (including all roof, foundation, utilities, structural elements, ceilings, windows, window frames, doors and door frames), with the perimetrical boundaries being the vertical planes having elevations that coincide with the exterior surface of the exterior walls of the Single-Family Building, and, in the case of exterior windows, the exterior face of the glazing of the windows, extending to intersections with each other and with the upper and lower boundaries.

(b) Townhome Unit.

(i) Townhome Unit Boundaries. After construction of a Townhome Building containing Townhome Units, the vertical boundaries of each Townhome Unit shall be the vertical plane of the walls bounding the Townhome Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of the Townhome Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Townhome Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Townhome Unit.

(ii) Townhome Structure. Each Townhome Unit shall also include the following, if any: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; attic space accessible exclusively from one Townhome Unit; all installations, equipment, and fixtures for providing power, telecommunications, light, gas, hot and cold water, heating, refrigeration, and air conditioning exclusively serving one Townhome Unit (even though such items may lie partially in and partially out of the designated boundaries of a Townhome Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating shall be considered part of the Townhome Unit; and the garage attached to the Townhome Unit within its Townhome Building.

(c) Villa Unit.

(i) Villa Unit Boundaries. After construction of a Villa Building containing Villa Units, the vertical boundaries of each Villa Unit shall be the vertical plane of the walls bounding the Villa Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of the Villa Unit shall be the plane

of the upper surfaces of the base floor of the lowest level of the Villa Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Villa Unit.

(ii) Villa Structure. Each Villa Unit shall also include the following, if any: all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors; attic space accessible exclusively from one Villa Unit; all installations, equipment, and fixtures for providing power, telecommunications, light, gas, hot and cold water, heating, refrigeration, and air conditioning exclusively serving one Villa Unit (even though such items may lie partially in and partially out of the designated boundaries of a Villa Unit); finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating shall be considered part of the Villa Unit; and the garage attached to the Villa Unit within its Villa Building, but not include the garage roof which is a Limited Common Element to the Villa Unit.

2.4 Items Included within Each Unit.

(a) Utilities. All utilities, electrical, plumbing, telephone, data, steam, heating, ventilating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, chimneys, ducts, cables, conduits, antennae, communication lines, utility lines, fire prevention installations, security installations and service-equipment, including, without limitation, and roof units (collectively, the "Service Elements"), serving only one Unit, and whether or not located within the boundaries of such Unit or of any other Unit, the Common Elements or any Limited Common Elements, shall be a part of the Unit exclusively served thereby (the "Individual Unit Service Elements"). Unless otherwise expressly provided herein, the Unit Owner of the Unit to which such Individual Unit Service Elements are appurtenant shall, at its sole cost and expense, be responsible for the inspection, construction, operation, maintenance, repair, replacement and restoration of the Individual Unit Service Elements appurtenant to its Unit. Said Individual Unit Service Elements shall be kept and maintained in good, safe, orderly condition and repair at a standard appropriate for the high quality nature of the Condominium. The Unit Owner of a Unit to which Individual Unit Service Elements are appurtenant shall have a non-exclusive easement on, over and across any Units, Limited Common Elements and/or Common Elements as may be reasonably necessary to inspect, operate, maintain, repair, replace, restore, improve or alter said Individual Unit Service Elements, and for ingress and egress thereto, provided that the exercise of the rights under such easements will not materially interfere with the use and enjoyment of the Units of other Unit Owners, the Limited Common Elements appurtenant to the Units of other Unit Owners, or Common Elements, and further provided that the Unit Owner shall promptly repair and restore any other Unit, Common Element or Limited Common Element damaged or disturbed by the exercise of said easement rights to the condition that existed immediately prior to exercise of the right.

(b) Improvements; Exterior Surfaces. All Buildings, improvements and fixtures located within the boundaries of a Unit, including any and all drive aisles, improved parking areas, sidewalks and pedestrian paths, outdoor terraces, porches, decks, balconies and patios and

landscaped areas, shall be included as part of the Unit within which they are located, unless otherwise designated or defined specifically in (1) Article 4 herein, (2) on the Condominium Plat as a Common Element or Limited Common Element, or (3) in the Master Condominium Instruments. Solely with respect to the Single Family Units, any and all exterior surfaces of a Building, including but not limited to, stone, brick, block, glass, metal, wood, masonry or other exterior walls, surfaces and roofs, shall be included as part of the Unit in which they are located.

(c) Miscellaneous; Air and Subterranean Rights. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus or structural component lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit shall be deemed a Limited Common Element of the Units so served, unless otherwise provided in this Declaration. Each Unit shall include the air and subterranean rights to any unimproved portions of such Unit situated within its Unit boundaries that are described in this Declaration and/or shown on the Condominium Plat.

2.5 Encroachment; Boundaries. If any portion of any Common Elements (including Limited Common Elements) shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements or Limited Common Elements appurtenant to another Unit or Units as a result of the construction of, and any duly authorized reconstruction or repair of, the Condominium Property, or as a result of settling or shifting of the Condominium Property, a valid easement for the encroachment and for its maintenance shall exist so long as the Condominium Property exists and, provided, however, that the Unit Owner or Association, as applicable, shall use reasonable efforts to reconstruct or repair the Condominium Property in such a manner so as to eliminate or minimize any such material encroachments unless otherwise agreed. The physical boundaries of a Unit, the Limited Common Elements appurtenant to a Unit, or Common Elements, constructed or reconstructed in substantial conformity with the Condominium Plat, shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Condominium Property and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit, Limited Common Element or Common Element.

2.6 Declarant's Right to Change Plans. Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.

2.7 Construction and Mechanic Liens. Any and all work conducted within a Unit, including, without limitation, construction, repair, replacement and restoration, and all components thereof, as within a Unit, shall be at the direction of and for the benefit of the Unit and the Unit Owner of the Unit only, and any all contractors, material suppliers and others providing work and/or materials in connection therewith shall only have a right to place a lien on the Unit and shall have no right, whatsoever, to place a lien on the Condominium as a whole or any other Unit thereof.

2.8 Merger and Separation of Units; Relation of Unit Boundaries. There shall be no merger or separation of any Unit.

2.9 Prohibition on Creation of New Condominium Units Out of Units. No Unit may itself be subjected to the condominium form of ownership and divided into units, common elements and limited common elements.

ARTICLE 3 **EXPANSION OF CONDOMINIUM**

3.1 The Declarant hereby expressly reserves an option until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit C and/or the Master Condominium Instruments ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit C, and as may be further described in the Master Condominium Instruments.

(b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed three hundred (300) units, if fully expanded.

(c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit E represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.

(e) No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate.

(f) Declarant expressly reserves the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined as a product of the total number of livable dwellings within a Unit on a prorata basis, to reflect the addition of any Units added by such expansion.

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

(i) In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto

3.2 Easements for the Expansion Real Estate. Declarant reserves an easement over the Condominium for ingress and egress for purposes of (i) accessing the Expansion Real Estate in order to construct improvements, (ii) activities related to sales or ownership of any portion of the Expansion Real Estate, including access by future homeowners in the Expansion Real Estate and (iii) installation of such utilities and other infrastructure as the Declarant deems appropriate in order to service the Expansion Real Estate, including increasing the sizing of any infrastructure as the Declarant deems necessary. This easement will exist and apply whether or not the Expansion Real Estate or such improvements are then intended to become a part of the Condominium as part of an expansion. The easement in this Section is intended to supplement and not limit the easements reserved in Article 12.

ARTICLE 4

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Description of Common Elements. The Common Elements shall consist of the entire Condominium other than the Units, and shall specifically include the following: the "Common Elements" shall consist of all installations for providing sewer, power, light, gas, hot and cold water, heating, refrigeration and air conditioning serving more than one Unit ("Utility Installations"), all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, alleys, pedestrian walkways and trails, common signage, mailbox kiosk(s), Clubhouse, Single Family Pool, fitness center, community center and kitchen, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat;

(a) Service Elements that Serve All Units. All Service Elements that provide service to each and every Unit of the Condominium, if any, whether or not located within the designated boundaries of a Unit, Limited Common Elements or Common Elements, including, but

not limited to, any and all storm water facilities and improvements located, or to be constructed, on or within the Property; and

(b) Miscellaneous. Except as specifically set forth in Article 2 above, all other rights, titles, interests, covenants, obligations and responsibilities arising pursuant to any and all easements, rights-of-way, agreements, declarations, restrictions, hereditaments and other rights, either existing as of the date of this Declaration, or arising in the future, that expressly benefit and/or burden the entirety of the Condominium Property and are specifically appurtenant not just a single Unit or to fewer than all of the Units.

4.2 Responsibility for Common Elements. Except as hereinafter provided with respect to Limited Common Elements, the Association shall be responsible for the repair, maintenance, replacement and appearance of the Common Elements, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. All such activities shall be carried out only as provided in the Condominium Instruments and the Association Instruments. In addition, to the extent the Condominium is subject to recorded easements for access, parking, utilities, and other common services, as identified in recorded documents, any obligation contained therein to be performed by the Association, and any costs to be borne under such documents shall be considered a Common Expense.

4.3 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common Elements, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, Bylaws and the Rules and Regulations.

4.4 Limited Common Elements. Certain Common Elements are reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include those areas specifically designated on the Plat or in this Declaration as Limited Common Elements, and include without limitation (i) all landings, access steps, sidewalks, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Plat; (ii) any sidewalk, driveway or walkway which services more than one, but less than all, of the Units; (iii) the roofs of the Townhome Units and Villa Units; (iv) the exterior siding of the Townhome Units and the Villa Units; (v) solar panels; (vi) raised planters; (vii) privacy fences; and (viii) water submeters for any Unit other than a Single-Family Unit. The exclusive use of Limited Common Elements shall be reserved to the Owner or occupant for the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees.

4.5 Use. The manner of use of the Limited Common Elements shall be governed by the Act or the Condominium Instruments, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit any such action, in any manner contrary to the Act or the Condominium Instruments. No major or structural changes or

alternations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied in accordance with Article 6 below.

4.6 Ownership of Common Elements. The undivided ownership interest in the Common Elements appurtenant to each Unit shall be equal to such Unit's Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include such Unit's appurtenant Percentage Interest (including, but not limited to, any rights and interests in any insurance proceeds and condemnation awards even though such rights and interests may not be expressly described or referred to therein).

4.7 Public Common Elements. Per the Shared Maintenance and Access Agreement dated July 5, 2022, by and between Declarant and the City of Oak Creek, recorded with the Milwaukee County Register of Deeds Office on July 6, 2022 as Document No. 11262671, the Declarant and City of Oak Creek separately address the responsibility for maintenance of certain public common elements within the Condominium (the "Public Elements").

4.8 Alteration of Limited Common Elements and Common Elements; Board of Director's Authority. The Board of Directors shall have the right to make additions, alterations or improvements to the Limited Common Elements and Common Elements as the Board of Directors, in its opinion, deems to be beneficial or necessary for the preservation, operation or maintenance of the Association, or to otherwise ensure compliance by the Association with the Environmental Documents.

4.9 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial process or otherwise until this Declaration is terminated and the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding Condominium ownership.

ARTICLE 5

OTHER RIGHTS AND OBLIGATIONS OF OWNERS

AND INCIDENTS OF UNIT OWNERSHIP

5.1 Restrictions on Use.

(a) The Units may be used and improved only for single-family residential purposes, consistent with applicable laws and ordinances. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from the Units (or any portion thereof), except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (a) Units may be leased as permitted under the Condominium Instruments, as well as the Master Condominium Instruments; (b) personal professional libraries may be maintained in the Units; (c) personal or business records and accounts may be maintained and handled in the Units; (d) business or professional telephone calls and correspondence may be handled in or from Units; and (e) such other business may be conducted in or from the Units, provided that no office or store shall be maintained within any portion of the Units at which clients or customers regularly call.

(b) Without the express written consent of the Association's Board, nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements, or any part thereof, which would increase the rate of insurance to be maintained by the Association as herein provided over that rate the Association would otherwise pay but for such Unit Owner's activity. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would constitute a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement or obligation by a governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any Owner's Guest, and each Owner hereby indemnifies and holds the Association and the other Owners harmless against all loss or expense (including reasonable attorneys' fees and expense) resulting from any such damage or waste caused by him/her or his/her Guest, to the Association or other Unit Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements. No use of a Unit, the Common Elements or Limited Common Elements by a Unit Owner shall unreasonably interfere with or be an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners. Further, each Unit Owner covenants and agrees to abide by the following additional restrictions on the use of a Unit and the Common Elements (and without having to amend this Declaration pursuant to Article 14 hereof, these restrictions may be amended from time to time by the Association or supplemented by its Rules and Regulations).

(c) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided.

(d) No sign, awning, canopy, shutter or radio or television antenna shall be affixed to, or placed upon, the exterior walls or roof or any part of the Building without the prior consent of the Board.

(e) Animals may be kept in any Unit or in any of the Common Elements, but subject to rules and regulations set by the Association as to number, size, type and breed, and control of such animals and animal waste.

(f) No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein or thereon either willfully or negligently which may be, or become in the sole and absolute judgment and discretion of the Board, an annoyance or nuisance to the other Unit Owners or Guests.

(g) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers satisfactory to the Association and shall be disposed of in a clean, sightly, healthy, timely and sanitary manner and as may be prescribed from time to time by the Association Rules and Regulations.

(h) No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted on any part of the Condominium property,

nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Unit Owner on any part of the Condominium or in any Unit. Notwithstanding the foregoing, nothing in this Declaration shall prohibit the Declarant from displaying an unsold Unit as a "model" or use by Declarant of an unsold Unit as a sales office or for marketing purposes or the use of any Common Elements or Limited Common Elements for professional management or Association management activities for either this Condominium or the Master Condominium. In addition, the right is reserved by the Declarant or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and to place such other signs on or about the Condominium as may be required to facilitate the sale or leasing of unsold Units.

(i) By accepting a deed to a Unit, each and every Unit Owner, on behalf of itself and its successors, assigns, invitees and other designees, agrees to not take any action, or permit any action to be taken on its behalf, that would interfere with the management, use, control, operation, maintenance, repair and replacement of the Master Condominium.

5.2 Lease of Residential Units. Each Residential Unit or any part thereof may be rented by written lease, provided that:

(a) A Unit, or any part thereof (including any condominium units of same that may be declared) must be rented by written lease of a one-time per year lease of no less than three (3) months and/or no more than two per year lease of no less than six (6) months, in each case to the same person for a lease term. For the avoidance of doubt, there shall be no leasing of a unit for less than three months once per year, and no more than two leases per year to different persons. During the term of any lease of all or any part of the Unit, the Unit Owner of the Unit (or, to the extent such Unit was declared as a condominium, the unit owner of the applicable unit) shall remain liable for the compliance of the Unit and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of such Unit. Any and all leases shall be approved in advance by the Association and a fully executed copy be provided to the Association within ten (10) business days from execution by Unit Owner and tenant.

(b) All leases of a Unit shall (i) contain a statement obligating all tenants to abide by the Condominium Instruments, providing that the lease is subject and subordinate to the same and (ii) provide that any default arising out of the tenant's failure to abide by the Condominium Instruments shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Condominium Instruments, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The restrictions against leasing contained in this Section shall not apply to leases of a Unit, or any parts thereof, by the Declarant to any third parties, or to any leases of a Unit, or any parts thereof, to the Association.

5.3 Rules and Regulations. Rules and Regulations may be adopted by the Association from time to time by action of the Association's Board taken in accordance with the Bylaws, which shall apply to each Unit Owner, and may be enforced by the Association, except as otherwise designated herein.

5.4 Maintenance and Repair of Units. Each Unit Owner is responsible for the repair and maintenance of his/her Unit, including all property within, and constituting a part of, his/her Unit as provided in Sections 2.2 and 2.3 hereof. In addition, each Unit Owner is responsible for the furnishing, equipping, housekeeping, general cleanliness, appearance and presentability of his/her Unit and the decorating thereof, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains and other interior decorating. In meeting his/her responsibilities hereunder, the Unit Owner shall comply with all applicable laws, regulations and ordinances and with applicable Association Rules and Regulations. In all events, none of the activities described herein shall be undertaken if, as a result thereof, the Unit Owner alters the exterior appearance or design of the Building, unless such activities were consented to in writing by the Association's Board, but also provided that the Association's Board may not allow any alteration to the exterior of the Building, or the common corridors, without a 2/3 vote of that Board, and in any case of no lesser quality, like or kind.

5.5 Maintenance of Patios, Porches, Decks and Balconies. All outside patios, porches, decks, and balconies shall be maintained, repaired, or, if necessary, reconstructed, by the Association. All costs and expenses of such maintenance, repairs and reconstruction shall be at the sole expense of the Unit Owner and assessed by the Association to such Unit Owner to which such Limited Common Element is appurtenant. All plans for such repairs, maintenance, or reconstruction, including painting or staining, shall be first submitted to the Association in the manner described in Article 6. The Association shall have the right to restrict colors and materials used.

5.6 Alteration of Units. A Unit Owner may make improvements or alterations within his/her Unit; provided that: (i) said improvements or alterations to Units have been approved in advance by the Association's Board in writing, and (ii) said improvements or alterations do not impair the structural soundness or integrity, or lessen the support, of any portion of the Unit, do not materially reduce the value of the Condominium and do not impair any easement granted under or pursuant to this Declaration. Any request by a Unit Owner to make improvements or alterations to his/her Unit may be denied by the Association's Board in its sole discretion. A Unit Owner may not change the exterior appearance of a Unit or the Building, or any portion of the Common Elements, including Limited Common Elements, without obtaining the prior and express written permission of the Association's Board, which may be denied in its sole discretion. Any improvement or alteration approved by the Association's Board, which changes the floor plan or room dimensions of a Unit must be, if required by the Act, evidenced by the recording of an addendum to the Condominium Plat before it shall be effective and must comply with the legal requirements for such purpose then in effect. All alterations or improvements must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the Condominium by others, and must not be in violation of any underlying Mortgage or similar security interest. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this Section 5.6 and modifying the Condominium Plat (which may be charged as a special assessment to the affected Unit) shall be the responsibility of the Unit Owner involved.

5.7 Separate Mortgages on Units. Each Unit Owner shall have the right to mortgage or otherwise encumber his/her own respective Unit, together with his/her Percentage Interest in the Common Elements. No Unit shall have the right or authority to mortgage or otherwise encumber

in any manner whatsoever any other portion of, or interest in, the Condominium excepting his/her own respective Unit and the Percentage Interest in the Common Elements applicable thereto.

5.8 Negligence of Unit Owner. If, due to the willful or negligent act or omission of a Unit Owner or his/her Guest, any damage or loss shall be caused to the Common Elements or to a Unit owned by others, then such Unit Owner shall pay and be responsible for such damage or loss, including, by way of illustration, repair, replacement and redecorating and reasonable attorneys' fees and expenses incurred in enforcing this Section 5.8.

5.9 Association Right to Make Repair. If, in the reasonably exercised discretion of the Board, maintenance or repair of a Unit or Limited Common Element is necessary to protect the Common Elements or any portion of a Building, and the affected Unit Owner has failed or refused to perform such maintenance or repair within a reasonable time (as established by the Board in its sole discretion) after written notice of the necessity of such repair or maintenance has been given to the Owner, then in such events the Association may undertake such maintenance or repair and levy a special assessment against the Owner and his/her Unit for the cost thereof.

5.10 Access Rights of Association. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible or which is permitted hereunder; and may likewise enter upon any balcony or patio for maintenance, repair, construction and painting. Such entry shall be made with as little inconvenience to the affected Unit Owner as reasonably practicable, and any damage caused thereby shall be repaired by the Association as a Common Expense. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Unit Owner's absence from a Unit at a time when required repairs, maintenance or construction are scheduled, the Association or its agents, or any other Person designated by the Board, may enter the Unit immediately, whether such Unit Owner is present or not. The Association reserves the right, but shall not be obligated, to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct entry through the use of such pass key.

5.11 Subject to Master Condominium Instruments. Each Unit is subject to the requirements, restrictions, and obligations under the Master Condominium Instruments, including, without limitation, the use and leasing restrictions set forth therein, as well as any rules and regulations that may be enforced from time to time by the Master Association, and the Master Association shall have the right to enforce all of same.

ARTICLE 6 ARCHITECTURAL CONTROL

6.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, balconies, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained unless and until the following have been submitted to and approved in writing by the Board: the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost of the work; proposed impact of the work on the appearance of the Condominium; confirmation the work does not violate the Environmental

Documents; and a statement identifying the project contractor for the work. Approval may be granted or denied at the discretion of the Board. No such additions or alterations may be made by an Owner without all permits and approvals required under City ordinances. Approval is further subject to compliance with the provisions of Sec. 703.13(5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approval, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required approvals from the City. Approval of any work is not a representation or warranty by the Board or the Association of the quality of any work or whether the plans and specifications submitted are sufficient for the purposes of performing the work or the use of the work. No Board director is responsible for actions taken in this Article 6 if undertaken in good faith. The Owner(s) of such Unit (jointly and severally) shall indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval. The Board may establish and modify Rules and Regulations specifying a procedure for such applications, the quality of materials that must be submitted, the approval of any contractors, and imposing other procedural conditions to approval.

6.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for architectural control purposes.

ARTICLE 7 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

7.1 Membership. Each Unit Owner shall be a member of the Association with such membership to take effect simultaneously with the acquisition of the fee simple interest, or a land contract purchaser's interest in, a Unit. Membership in the Association shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of legal or equitable title to a Unit; provided, however, that the voting rights of a Unit Owner may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit, and that the Declarant has rights as contained herein. In the case of a Unit that is owned by an entity rather than an individual,

any natural person designated by such entity shall be considered a "Unit Owner" for purposes of this requirement only.

7.2 Voting Rights. Each Unit is entitled to one (1) vote as set forth on the attached Exhibit D, with regard to the affairs of Association. This Declaration, and the Bylaws of the Association that may be adopted from time to time, shall establish the manner in which the Unit Owners shall be entitled to exercise their voting rights.

7.3 Suspension of Voting Rights. Except for Units owned or controlled by Declarant, an Owner of a Unit against which the Association has recorded a condominium lien (as authorized by this Declaration, the Act and the Master Association Instruments) shall not be permitted to vote with regard to the affairs of the Association (and such Unit shall be disregarded for purposes of the vote taken, including the establishment of a quorum) unless and until the Owner has paid to the Association all amounts required of it as a condition to the Association's duty to release the lien or as otherwise provided in Section 9.4. The foregoing suspension of voting rights shall not apply to a Mortgagee who has acquired title to a Unit by a deed in lieu of foreclosure or similar voluntary conveyance by an Owner to a Mortgagee.

7.4 Association Instruments. The provisions of this Article 7 are to be supplemented by the Association Instruments, provided, however, that the provisions thereof shall not substantially alter or amend any of the rights or obligations of the owners set forth in this Article 7.

7.5 Formation of Association; Power and Responsibility Prior to Establishment.

(a) Establishment. Pursuant to Section 703.15(2)(a) of the Act (as such section may be renumbered from time to time), the Declarant will establish and form the Association not later than the date of the first conveyance of a Unit to a party other than the Declarant. After it is established, the membership of the Association shall at all times consist exclusively of all of the Unit Owners as further described in Section 7.1 above.

(b) Power and Responsibility Prior to Establishment. Pursuant to Section 703.15(2)(b) of the Act (as such section may be renumbered from time to time), until the Association is established as described in subpart (a) above, the Declarant shall have the power and responsibility to act in all instances where the Act, any other provision of the law, or this Declaration require action by the Association or its officers.

7.6 Association President. Pursuant to and as more fully set forth in the Master Condominium Declaration, the President of the Association (or such other person as may be designated in case of vacancy, emergency, or other unavailability of the President) shall have the sole authority to represent The Residences and Clubhouse at Lakeshore Commons Condominium with regard to all matters concerning the Master Association. A vote of the Association or Board shall bind the President with respect to any such matters.

ARTICLE 8
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

8.1 Management and Control of the Common Elements. The Association, subject to the specific rights and duties of Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements, including, by way of illustration:

(a) Establishing Rules and Regulations with regard to the use and enjoyment thereof by Unit Owners and their Guests.

(b) Maintaining, repairing, decorating and replacing the Common Elements (except to the extent such maintenance, repair, decorating and replacement is the responsibility of the Unit Owner).

(c) Keeping the Common Elements in good repair and in a clean and attractive condition.

(d) Enforcing all provisions of the Institutional Controls and the Final Cover Barrier Maintenance Plan dated April, 2014 ("BMP") and the Final Soil Management Plan dated April, 2014 ("SMP"), imposed by the DNR pursuant to the Certificate of Completion dated November 20, 2014 and further imposed pursuant to letters from the DNR to Douglas Fletcher with DuPont Corporate Remediation Group dated October 21, 2014 and to Joe Wiley, Kinder Morgan dated October 21, 2014 all of which are on file with the DNR under BRRTS Numbers 02-41-278988, 02-41-280624, 06-41-554563, 02-41-531534 and 06-41-554566 and copies of which are maintained by the Association, including, but not limited to:

(i) adopting rules and regulations for the construction, installation, repair, maintenance, replacement, renovation and remodeling of all Units and Common Elements within the Association;

(ii) accessing Common Elements and, with at least 24 hours notice to a Unit Owner, individual Units, to make any repairs or improvements necessary or required to comply with the Environmental Documents, and engaging contractors to access such areas and perform such work on behalf of the Association; and

(iii) take all steps deemed necessary by the Board of Directors to ensure compliance with the Environmental Documents.

The Association is required to retain a professional management company (the "Property Manager") with the experience necessary to perform the duties of the Association relating to the management, maintenance, and repair of the Common Elements and Limited Common Elements of the Condominium. The Association shall enter into a management contract with the Property Manager (the "Management Contract") on such terms and conditions as the Association and Property Manager shall agree.

8.2 Services. In addition to the requirement to retain the Property Manager as set forth in Section 8.1 above, the Association may obtain and pay for the services of any Person to manage, or assist in the management of, its affairs, or any aspect thereof, to the extent it deems advisable,

as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation, management and control of the Common Elements, whether such personnel are furnished or employed directly by Association, or by any Person with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation, management and control of the Common Elements or the enforcement of the provisions of the Condominium Instruments.

8.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property, and may dispose of the same by sale or otherwise.

8.4 Rules and Regulations. The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder, as long as such Rules and Regulations do not contradict rights given herein. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

8.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or to effectuate any such right or privilege.

ARTICLE 9

COMMON EXPENSES AND ASSESSMENTS

9.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses related solely to the Common Elements (not including the Public Elements) of the Condominium assessed by the Association against such Owner's Unit. "Common Expenses" shall include, by way of illustration and not limitation, assessments, both general and special, levied against this Condominium by the Master Association pursuant to the Master Condominium Instruments; expenses incurred by the Association for insurance, repairs, maintenance, replacement, management services, landscaping, amenity maintenance and servicing; reserves; capital improvements; acquisition of property necessary to the conduct of Association affairs; office supplies; costs owed under other recorded easements and restrictions; and such other reasonable and necessary expenses as determined by the Association's Board from time to time. No Unit Owner may except himself/herself from liability for contribution to the Common Expenses by waiver of use and enjoyment of any of the Common Elements or by abandonment of his/her Unit.

9.2 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general special assessments therefor against the Units, except as set forth herein. The budget shall include the funding of an adequate replacement reserve out of general assessments and shall set forth the following: (a) all anticipated common expenses and any amounts to be allocated to a statutory reserve account, if any, and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated association expenditure, (c) the

amount in any statutory reserve account or any other funds held for future expenditures, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any assessment to be levied against Owners and the purpose of the assessment. Pursuant to Section 9.3(b) herein, the Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents. In no event shall any reserve account established hereunder be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant hereby elects not to establish a statutory reserve account at this time under the provisions of Section 703.163 of the Act, but anticipates that future expenditures for the repair and replacement of Common Elements will be funded through a reserve account established and funded pursuant to the terms of the Act, at a later date.

9.3 Assessments.

(a) General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid, but only to the extent any such Common Expenses exist and are payable. General Assessments for the expenses related to any Common Elements described in Section 4.1 shall be levied against the Units in proportion to their respective Percentage Interests. General Assessments, if any, will be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws that may be adopted from time to time. Any General Assessment not paid when due shall bear interest until paid as determined by the Association, or as otherwise set forth in the Bylaws that may be adopted from time to time, and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Act.

(b) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") as follows:

(i) against the Units for deficiencies in the case of destruction or condemnation as set forth in Article 10, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests;

(ii) against any Unit or Units for defraying the cost of improvements to the Common Elements or Limited Common Elements, in which case the Special Assessments shall be levied against the Units as follows:

(A) in the case of improvements to the Common Elements other than Limited Common Elements, in accordance with their respective Percentage Interests, or

(B) in the case of improvements to the Limited Common Elements, in accordance with such other applicable formulas, provisions and procedures designed to equitably

apportion such costs among the Units that are served by the same, as may be determined by the Association and/or as may be further set forth in the Bylaws adopted from time to time;

(iii) against any Unit to cure any violation by the Unit Owner under Section 5.8, in which case the Special Assessment shall be levied solely against such Unit;

(iv) against any Units for the purpose of covering any unbudgeted expense or for funding any operating deficit, in which case the Special Assessments shall be levied against the Units in accordance with their respective Percentage Interests, or such other applicable formulas, provisions and procedures determined by the Association and set forth in the Bylaws that may be adopted from time to time;

(v) against any Unit for the insurance deductible under Section 10.10 in which case the Special Assessment shall be levied solely against such Unit;

(vi) for maintenance, repair or reconstruction of a Unit's patio, porch, balcony or deck as provided for in Section 5.5.; or

(vii) for costs related to a Unit Owner's request and review for architectural review as provided in Article 6 above.

(c) Master Condominium. The General Assessments and Special Assessments due under the Master Condominium shall be payable by the Association on a pass through basis and each Unit Owner is subject to a condominium lien for its proportionate share of the Master Condominium assessments based on its respective Percentage Interest in this Condominium.

9.4 Liability of Owners; Lien Rights of Association. A Unit Owner shall be personally liable for Association Assessments assessed against his/her Unit and interest on delinquent Association Assessments, and costs of collection (including reasonable attorneys' fees), as such interest and costs of collection may be imposed pursuant to the Bylaws of the Association. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of Association Assessments, together with such interest as Association may impose by its Bylaws for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the assessment has been made as provided in this Article 9 and the Association's Bylaws. Attachment, filing/recording, effectiveness, priority and enforcement of the lien shall be governed by the Act. When a Unit Owner fails to pay Association Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a mortgage of real estate. In any such foreclosure, the defendant Unit Owner shall be required to pay a reasonable rental for such Unit during any such period after the entry of judgment for foreclosure and prior to the eviction of the Unit by such Unit Owners.

9.5 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.

9.6 Assessments Until Turnover of Control; Declarant Liability. As allowed under Section 703.16(2)(b) of the Act, until Turnover of Control occurs, as provided in Section 11.3 herein, Units owned by Declarant shall be exempt from assessment for Common Expenses until that Unit is sold, as long as the assessment for Common Expenses for Units not owned by the Declarant do not exceed the amount of projected assessment contained in the last adopted Budget. Until the last day of the month during which there is Turnover of Control, the Declarant shall be responsible for and pay Common Expenses in excess of the assessments payable by Unit Owners under this formula. After Turnover of Control, the Declarant shall pay its Percentage Share of Association Assessments in the same manner as other Unit Owners but only as to those Units which are substantially completed and with regard to which an occupancy permit has been issued. The Declarant's liability for Association Assessments as provided above shall be effective on the first day of the month after the month during which there is Turnover of Control.

9.7 Initial Working Capital Fund. Each purchaser of a Unit shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the regular assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account.

ARTICLE 10

INSURANCE; RECONSTRUCTION; CONDEMNATION

10.1 Casualty Insurance to be Maintained by the Association. Subject to the discretion of the Board as provided for in the immediately following sentence, the Association shall obtain, or cause to be obtained, and maintain property and casualty insurance coverage using the special perils form, or its equivalent, equal to 100% of the full replacement value of the Units, the Limited Common Elements, the Common Elements, and the personal property included in the original purchase of Units, as such personal property may be replaced from time to time. The amount of such insurance coverage, and the nature of hazards insured against, shall be reviewed and adjusted annually, if necessary, to reflect changes in the replacement value of the property being insured and after due consideration of such other matters as the Board deems appropriate. Such insurance coverage shall be written in the name of, losses covered thereby shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustees for each of the Unit Owners in their respective Percentage Interests. The proceeds of the insurance shall be applied and disbursed by the Board for the repair, replacement and reconstruction of the Condominium, unless such repair, replacement and reconstruction is not authorized pursuant to Section 10.9 following,

in which case the proceeds of the insurance shall be paid over to the Association and thereafter distributed as provided under the Act.

10.2 Liability Insurance to be Maintained by Association. The Association shall obtain, or cause to be obtained, and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, property damage and such other similar events commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Condominium, and any other area or property which the Unit Owners have the right to use by reason of a recorded easement or agreement. The limits of such insurance shall be as determined from time to time by the Board, and such insurance shall name as insureds the Declarant, Unit Owners the Association and its Board, and the officers of the Association and such other Persons as deemed appropriate by the Board.

10.3 Fidelity Coverage. The Association shall obtain, or cause to be obtained, and maintain fidelity insurance against dishonest acts by any person, whether such person is compensated or uncompensated, responsible for handling the funds belonging to or administered by the Association. In the alternative, the Association may require such persons to obtain said fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the expense of the Association, as the Board may determine. The Association shall be a named insured or obligee under such insurance or bond, as the case may be. The amount of such insurance or bond shall be determined by the Board from time to time.

10.4 Certificates. The Association shall, upon demand by a Unit Owner, furnish the Unit Owner certificates evidencing the insurance coverages to be obtained and maintained by the Association pursuant to Sections 10.1, 10.2 and 10.3 above.

10.5 Other Insurance Coverages. The Association may maintain such other insurance coverages as its Board deems appropriate, including, by way of illustration, worker's compensation insurance (to the extent necessary to comply with any applicable laws).

10.6 Premiums. Premiums for the insurance coverages maintained by the Association pursuant to Sections 10.1, 10.2, 10.3 and 10.5 (or the cost of any bond as provided in Section 10.3) shall be assessed to each individual Unit Owner as part of its Common Expenses, based upon the costs attributable to each Unit, as determined by the Board within its discretion.

10.7 Insurance Obtained by Unit Owners. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of the insurance maintained by the Association or with regard to risks not insured by it.

10.8 Damage or Destruction of Common Elements.

(a) Duty to Repair and Reconstruct. If all or any part of the Common Elements (except to the extent that the same are designated as Limited Common Elements) become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds, except to the extent Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting

forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(b) Plans and Specifications. Any reconstruction or repair of the Common Elements shall be made in accordance with the maps, plans, and specifications used in the original construction of the damaged improvements, unless the Board and a 2/3 majority of the Mortgagees authorize the variance. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(c) Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements (except to the extent that the same are designated as Limited Common Elements), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(d) Insurance Proceeds and Construction Fund. All insurance proceeds received with respect to the Common Elements (except to the extent that the same are designated as Limited Common Elements) shall be held by the Association as trustee for the benefit of the Unit Owners and Mortgagees and shall be disbursed by the Association for the repair or reconstruction of such damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds received with respect to such Common Elements unless there is a surplus of insurance proceeds after such damaged Common Elements have been completely restored or repaired as set forth in Section 10.8(f) below.

(e) Assessments For Deficiencies. If the proceeds of insurance received by the Association with respect to those damaged Common Elements that are not also designated Limited Common Elements are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made pursuant to Section 9.3 against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

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

10.9 Damage or Destruction of Unit or Limited Common Elements. Subject to Article 11, following any damage or destruction to any Unit and/or the Limited Common Elements appurtenant to such Unit, then the Unit Owner shall repair and restore such Unit and/or Limited

Common Elements appurtenant thereto to its condition prior to the damage or destruction as soon as possible. The Unit Owner may make changes to the interior design of the Unit provided such changes meet the requirements of Section 5.4. In the case of any damage or destruction to any improvements constituting the Unit or Limited Common Elements appurtenant thereto, the Association shall disburse the insurance proceeds attributable to such improvements to the Unit Owner of such Unit (or, if the damage is to a Limited Common Element appurtenant to more than one Unit, to the Unit Owners of the Units to which the Limited Common Element is appurtenant) in monthly installments to fund the reconstruction and repair of the improvements. Following completion of the work described in the previous sentence, the Association shall disburse the balance of the insurance proceeds attributable to such improvements to the Unit Owner (or applicable Unit Owners, if the damaged Limited Common Element is appurtenant to more than one Unit). The Unit Owner shall have the sole responsibility for all repair and reconstruction of improvements constituting the Unit, as well as to any Limited Common Element appurtenant to the Unit (and in the event that the Limited Common Element in question is appurtenant to more than one Unit, each Unit Owner of a Unit to which such Limited Common Element is deemed appurtenant will be jointly and severally responsible for any repair and reconstruction of the improvements constituting the Limited Common Element).

10.10 Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Instruments, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit Owner for the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

10.11 Condemnation.

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

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

(ii) In the event no reconstruction is undertaken, any award for the taking of Condominium Property shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

(b) Determination to Reconstruct Common Elements. Following the taking of part of the Common Elements, the Common Elements shall be restored or reconstructed, unless the Unit Owners holding seventy-five percent (75%) or more of the Percentage Interests consent

to subject the Condominium to an action for partition. In that event, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests in the Common Elements determined prior to the taking.

(c) Determination to Reconstruct Units or Limited Common Elements. Subject to Article 11, following the taking of part of a Unit, the Unit Owner shall cause the balance of the Unit to be restored or reconstructed, unless the restoration or reconstruction of the Unit to a usable whole is impractical or impossible as determined by such Unit Owner in its sole discretion. Following the taking of part of a Limited Common Element, the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element shall cause such Limited Common Element to be restored or reconstructed, unless the restoration or reconstruction of such Limited Common Element is impractical or impossible as determined by such Unit Owner or Unit Owners in its or their sole discretion.

(d) Plans and Specifications for Common Elements or Unit. Any reconstruction of any partially taken Common Elements or any partially taken Unit shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction, unless the Board shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications used in the original construction, then an amendment to the Condominium Plat and Declaration shall be recorded as necessary by the Association setting forth such authorized variance from the original construction.

(e) Responsibility for Reconstruction. Subject to Article 11, in all cases after a taking of all or part of the Common Elements not designated as Limited Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. In all cases after a taking of all or part of a Unit, the responsibility for restoration and reconstruction shall be that of the Unit Owner. In all cases after a taking of all or part of a Limited Common Element, the responsibility for restoration and reconstruction of such Limited Common Element shall be that of the Unit Owner or Unit Owners whose Unit is appurtenant to such Limited Common Element.

(f) Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

(g) Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among the affected Unit Owners in accordance with their respective Percentage Interests in the Common Elements and/or Limited Common Elements.

(h) Percentage Interests Following Taking. Following the taking of all or any part of any Unit, then, unless the Condominium is submitted to an action for partition under (b) above, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units.

(i) Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Section 10.11 shall be effective unless it is consented to in writing by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE 11

SPECIAL PROVISIONS REGARDING DECLARANT

11.1 Declarant's Right of Ingress and Egress. The Declarant reserves for itself the non-exclusive easement and right of ingress and egress on, over and under all the Common Elements or any Unit owned by the Declarant, or under construction, for the purpose of completing construction of the Condominium, managing the Association and acting on its behalf until Turnover of Control, marketing of Units and such other activities and matters related to the development of the Condominium and the sale of Units as determined by the Declarant in its reasonably exercised discretion.

11.2 Other Reservation of Rights. The Declarant reserves the right, until all of the Units have been sold by Declarant, exercisable in its reasonably exercised discretion, to: (i) maintain any unsold Unit as a sales office or model; (ii) lease any unsold units, without restriction; (ii) conduct marketing activities on or about the Common Elements or in a Unit; (iii) place signs on or about the Common Elements or Units advertising and marketing the sale of Units; and (iv) in furtherance of the foregoing, to exercise its rights of ingress and egress as provided above. The rights provided for herein may be exercised by the Declarant with no cost or expense chargeable to it by the Association, excepting Common Expenses properly assessed against Units owned by Declarant pursuant to Article 7 hereof, if any.

11.3 No Impairment of Declarant's Rights. No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the completion of the construction of the Condominium by the Declarant, the sale by Declarant of the Units or the rights reserved or granted to the Declarant under this Declaration, or make more costly or burdensome such construction, sale of Units or the exercise of such rights by Declarant hereunder.

(a) Declarant 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 75% of the Percentage Interests in Common Elements to purchasers, the Declarant, acting alone and without the need for the vote or consent of any Unit Owner, except as provided herein, shall have the right: (i) to appoint, remove and reappoint the members of the Association's Board; (ii) to appoint, remove and reappoint the officers of the Association; and (iii) to exercise all the powers and responsibilities otherwise assigned to the Association by this Declaration, the Association Instruments or the Act.

11.4 Owner's Right to Elect Board Members During Control by Declarant. Notwithstanding Section 11.3 above, immediately prior to or upon the conveyance of 25% of the Percentage Interests in Common Elements to purchasers of Units, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25% of the directors constituting the Association's Board; and immediately prior to or upon the conveyance of 50% of the Percentage Interests in Common Elements to purchasers of Units, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 33 1/3% of the directors constituting the Association's Board. The elections referred to above shall be conducted in accordance with the Association's Bylaws. A member or members of the Association's Board appointed by the Declarant shall resign from the Board if necessary so as to permit the election of members of the Board as herein provided.

11.5 Easements for Development. In addition to other rights contained herein, the Declarant may grant easements over and through the Common Elements for such purposes as Declarant deems necessary in conjunction with the development of the Condominium and certain other properties adjacent to the Property which may be developed by Declarant or an affiliate of Declarant.

ARTICLE 12

EASEMENTS AND RESERVATIONS

12.1 Encroachments. In the event that by reason of the construction, reconstruction, settling or shifting of any portion of the Condominium, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or another Unit, valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and appurtenant to such Units and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or the Association.

12.2 Utilities and Services. Declarant hereby grants for the benefit of the Unit Owners, and hereby reserves for itself and grants for the use and benefit of the Declarant, the Condominium, the Association and such public utility companies, private utility companies, private service companies, local municipalities, and others as designated by the Declarant or the Association from time to time, in, their sole and absolute discretion, and to their respective successors and assigns, a non-exclusive perpetual easement in common, in, under and through the Condominium for purposes of installation, construction, operation, maintenance, repair, replacement and removal of all underground utilities and public and private service lines and equipment, including, but not limited to, electric, telephone, natural gas, water, sanitary sewers, storm sewers, security, cable/satellite television, master television antennae and similar systems, and all necessary surface and above-ground equipment and structures appurtenant thereto, for purposes of so serving the Condominium. Unless otherwise agreed to by the Declarant or the Association, all property damaged or destroyed in the exercise of rights declared or granted pursuant to this Section 12.2

shall be repaired, restored or replaced as promptly as possible by, and at the expense of, the Person exercising such rights.

Anything herein to the contrary notwithstanding, the placement and location within the Condominium of all utilities, service lines and all appurtenances thereto, including, but not limited to, conduits, wires, cables, pipes, mains and drainage lines, shall at all times be subject to the approval of the Declarant.

12.3 Easements to Run with the Land. All rights and easements described herein, including those reserved to the Declarant and referred to in Article 11, and all those recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin, are (unless otherwise expressly provided) perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant, the Association and any Unit Owner, purchaser, mortgagee and other Person having any interest in the Condominium or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium to this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

ARTICLE 13

RIGHTS OF MORTGAGE HOLDERS

13.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the 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 thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of mortgage holders as specified in this Article 13.

13.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

13.3 Restoration. 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 at least fifty one percent (51%) of Mortgagees.

13.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 14

AMENDMENT OF DECLARATION

14.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at sixty-seven percent (67%) of the Interests, or such greater percentage as may be required by the Act. Consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association (or such other person as may be designated in case of vacancy, emergency, or other unavailability of the President) and shall become effective when recorded in the Milwaukee County Wisconsin, Register of Deed's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

14.2 Special Approvals of Certain Amendments.

(a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration or the Master Declaration without Declarant's written consent.

(b) No amendment shall attempt to abrogate any obligation or responsibility under the Master Condominium Instruments.

(c) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the construction of a Unit or Common Elements as platted, the Declarant may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to construct the Units or Common Elements.

(d) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit or Common Element as platted, the Declarant, Owner, or Association, as appropriate, may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Unit or Common Elements.

14.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of common areas; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any

Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on an Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 15

GENERAL PROVISIONS

15.1 Enforcement. The Association, any Unit Owner, or the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, easements and reservations now or hereafter imposed by the provisions of this Declaration or the Association Instruments.

15.2 Attorneys' Fees. In the event of any proceeding at law or in equity as provided for in Section 15.1 above, the prevailing party in any such proceeding shall be awarded their reasonable attorneys' fees and expenses in prosecuting or defending such proceeding, as the case may be.

15.3 Non-waiver. No covenant, restriction, condition, obligation, right or other provision contained in this Declaration or the Association Instruments shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any lapse of time.

15.4 Severability. The invalidity of any covenant, restriction, condition, limitation, easement, reservation 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 any provision of this Declaration not declared invalid or unenforceable by a court of competent jurisdiction.

15.5 Notice to Lenders. Upon written request to the Association, a Mortgagee shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to the Mortgage. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

15.6 Covenants to Run with the Land. The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

15.7 Construction and Effect. Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.8 Headings and Captions. The article, section and paragraph headings and captions are for ease of reference only and shall in no way define or limit the scope or intent of any article, section or paragraph.

15.9 Registered Agent. The initial registered agent for the Condominium is F STREET OCLV, LLC. A successor resident agent may be named by the Board which shall be effective when the name of the successor is duly filed with the Wisconsin Department of Financial Institutions.

15.10 Notices. A notice to be given hereunder to a Unit Owner shall be deemed given upon personal delivery to the Owner (or anyone of the Owners, if a Unit is owned by more than one Owner), or upon mailing in the United States Mail, first class postage affixed, addressed to the Unit Owner as such address is reflected on the records of the Association from time to time. The Association, by its Association Instruments, may modify this Section 15.10.

15.11 Condominium Act. The provisions the Act are incorporated herein by this reference.

15.12 Assignment by Declarant. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Milwaukee County Register of Deed's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's right under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granting a collateral assignment of Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, or after the affirmative activation of such collateral right, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's right shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which such successor Declarant may act as above.

15.13 Disclosure Regarding Construction. Declarant discloses that until and after Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including Declarant, shall use reasonable efforts to avoid and to cause its contractors to limit disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

15.14 Disclosure Regarding Warranties. Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering

any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements. Any implied warranty of workmanlike performance and that any Structure or Common Element is or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wisconsin Statutes.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year set forth above.

DECLARANT:

F STREET OCLV, LLC,
a Wisconsin limited liability company

By: FSDG 2, LLC, its Sole Member and Manager

By: _____

Name: Scott Lurie

Title: Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 11th day of July, 2022, before me the undersigned, a Notary Public in and for the State of Wisconsin, personally appeared Scott Lurie to me personally known, who, being by me duly sworn, did say that he is the Manager of FSDG 2, LLC, a Wisconsin limited liability company, as Sole Member and Manager of F Street OCLV, LLC, a Wisconsin limited liability company, executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation; that he/she as such officer acknowledged execution of the instrument to be the voluntary act and deed of the aforementioned and by him voluntarily executed.

Name: Josh Lurie
Notary Public, State of Wisconsin
My Commission: is permanent

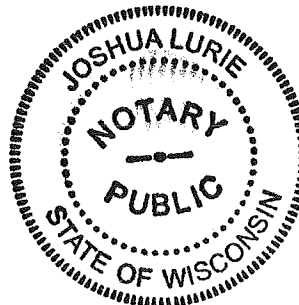


EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
(Residential Units)**

UNITS 1-6, AND UNITS 11-21, AND THE CLUBHOUSE, TOGETHER WITH SAID UNIT'S UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE EXCLUSIVE USE OF THE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT, ALL IN LAKESHORE COMMONS MASTER CONDOMINIUM, AN EXPANDABLE CONDOMINIUM, A CONDOMINIUM DECLARED AND EXISTING UNDER AND BY VIRTUE OF THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN, BY A DECLARATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON JULY 12, 2022, AS DOCUMENT NO. 11264832; SAID CONDOMINIUM BEING LOCATED IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:
PART OF TAX PARCEL NOS. 868-9993-001 AND 868-9996-002 (NEW TAX KEY NO. 868-9005-000 (FOR LOT 3 OF CSM 9355) NOT YET ASSESSED)