

DECLARATION

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DECLARATION OF CONDOMINIUM

OF

OAK RIDGE CONDOMINIUM

This Declaration is made according to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("the Act") this 21st day of December, 1992, by Oak Tree Ridge, Inc., a Wisconsin corporation, ("Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands described in attached Exhibit A and the improvements constructed on those lands to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant represents that it is the sole owner of the real property described in Exhibit A together with all buildings and improvements on the real property ("the property"). The property shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved and in any and all other respects subject to the provisions, conditions, covenants, restrictions and easements of this Declaration, the Act. All provisions of this Declaration shall be deemed to run with the land and shall be binding upon the Declarant, its successors and assigns, and to all parties having an interest of any kind in the property, their heirs, successors and assigns. All provisions of this Declaration shall inure to the benefit of the Declarant and those parties having an interest in the property.

2. DEFINITIONS.

In this Declaration, unless the context otherwise requires:

(a) "Association" means Oak Ridge Condominium of Hartland, Inc., a non-stock, non-profit corporation organized and existing pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the condominium unit owners acting as a group shall administer, manage, operate, and control the property.

(b) "Unit" means a part of the condominium intended for any type of individual, private or independent use, including one or more cubicles of air or one or more rooms or enclosed spaces located in the building having outer boundaries as follows:

The vertical boundaries of each unit shall be the interior surfaces of the perimeter walls of the unit and the plane of the outside faces of doors and windows bounding a unit extended in each case to an intersection with the horizontal boundaries. The horizontal boundaries shall be the plane of the under-surface of the basement or lower level floor and the plane of the under-surface of the ceiling. All windows, window frames, doors, including all glass and locks in windows and doors shall be a part of the unit. Each two-car garage immediately adjacent and appurtenant to each unit shall be a part of the unit.

In the event a unit owner shall, with the approval of the Association's board of directors, add to his unit a structure (such as a porch, fireplace, etc.) which extends beyond the above-mentioned outer boundaries, such structure shall be included within the definition of "unit". The perimeter boundaries and building plans are shown on the Condominium Plat (Exhibit B of the Declaration of Condominium). The standard floor plans are also attached as Exhibit C of the Declaration of Condominium. A unit shall include all fixtures and improvements including, but not limited to, heating and air-conditioning units, and water heaters contained in the unit.

(c) "Unit Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a condominium unit which is part of the property or who has equitable ownership of a condominium unit as a land contract vendee, but the definition excludes those having an interest or lien in a condominium unit as security for the performance of an obligation.

(d) "Common Elements" means all of the condominium except its units.

(e) "Limited Common Elements" means those common elements identified in this Declaration or the Condominium Plat as reserved for the exclusive use of one or more but less than all of the unit owners.

(f) "Declarant" means Oak Tree Ridge, Inc.

(g) "Property" means the real estate together with all buildings and improvements described in Exhibit A.

(h) "Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

(i) "Common Expenses and Common Surpluses" means the expenses and surpluses of the Association.

(j) "Majority" or "Majority of the Unit Owners" means the unit owners with more than fifty percent (50%) of the votes assigned to the units in this Declaration.

(k) "Person" means an individual, corporation, partnership association, trust or other legal entity.

3. NAME AND ADDRESS OF CONDOMINIUM.

The property and all buildings and improvements now and/or hereafter located on the property which shall be known as Oak Ridge Condominium. The addresses for Oak Ridge Condominium are 510-532 Oak Ridge Drive and 303-331 Parkview Court, Hartland, Wisconsin 53029.

4. DESCRIPTION AND LOCATION OF BUILDINGS AND UNITS.

Oak Ridge Condominium ("Condominium") will consist of five (5) buildings on the real estate described in Exhibit A containing a total of twenty (20) units. There are two designs for the main level of the units. One design features a one bedroom plan. The other design features a two bedroom plan. In addition, there is an option to complete the lower level with a separate family room, guest bedroom, office and mechanical room. Two variations are included in Exhibit C, Floor Plans. They are frame construction with horizontal stained wood siding and trim, asphalt shingle roofing, and prefinished metal gutters and downspouts. Each unit has an attached two car garage. The buildings, units, floor plans, common elements, limited common elements are more fully described in this Declaration and the Condominium Plat attached as Exhibit B and the Floor Plans for the individual units attached as Exhibit C to this Declaration. The construction details and locations of the various buildings and units may vary from the Condominium Plat and Floor Plans. Declarant specifically reserves the right to change the construction details and locations of the various buildings and units. Complete construction details of the buildings and units are available for inspection at the office of the Declarant.

5. IDENTIFICATION AND MODIFICATION OF UNITS.

5.1 Identification. Each unit is identified by its own street address. Exhibit D (attached to this Declaration) sets forth the address of each unit.

5.2 Modification. A unit owner may make any improvements or alterations within the unit that do not impair the structural integrity or lessen the support of any portion of the condominium. Upon completion of the unit, a unit owner may not change the exterior appearance of a unit or any other portion of the condominium without the prior written approval of the Association's board of directors, who may give approval upon such terms and conditions as it deems appropriate. A copy of the plans for all such work prepared by an engineer licensed to practice in Wisconsin shall be filed with the Association prior to the start of work. No modification of a unit shall permit more than three bedrooms in a unit.

6. COMMON ELEMENTS.

6.1 Description. The common elements shall consist of all the condominium and all improvements and appurtenances, except the units and the fixtures and equipment located in the units, and shall include, without limitation, the land on which the buildings are located, building exteriors, utility services, public utility lines, water and sewer laterals, outside walls, and the walks, driveways, private roadways, outdoor parking areas, landscaping, and recreation area which will be available for the use of the unit owners, unit lessees, their respective families and guests.

6.2 Maintenance. The maintenance and operation of the common elements and associated expense shall be the responsibility of the Association.

6.3 Alterations, Improvements and Additions. After the completion of the improvements included in the common elements which are contemplated by this Declaration,

there shall be no alterations, further improvements or additions to the common elements without the prior written approval by the record unit owners of all the units. Any alteration, addition or improvement of the common elements which does not interfere with the rights of any unit owners, however, shall be permitted if: (a) more than 50% of the record unit owners approve in writing; (b) the unit owners who do not approve are relieved from the cost of such improvement, alteration or addition; (c) there shall be no change in the shares and rights of a unit owner in the common elements which are altered, improved or added to, whether or not the unit owner contributes to the cost; and (d) the share of any cost shall be assessed equally to those unit owners approving the alternatives, additions or improvements.

6.4 Use. The manner of use of the common elements shall be governed by the By-Laws of the Association and the Rules and Regulations as the Association may establish.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the common elements are designated as limited common elements (LCE) on Exhibit B attached to this declaration. These limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are contiguous or assigned.

7.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws of the Association and the Rules and Regulations established by the Association, and no unit owner shall alter, remove, repair, maintain, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to the By-Laws or Rules and regulations. No major or structural changes 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 upon such terms and conditions as the Association deems appropriate. A copy of the plans for all such work prepared by an engineer licensed to practice in Wisconsin shall be filed with the Association prior to the start of the work.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each unit owner shall own an undivided interest in the common elements and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in the Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of the unit as a place of residence and in accordance with the provisions of Section 6 and 7, which rights shall be appurtenant to and run with the units.

The percentage of such undivided ownership interest in the common elements and limited common elements pertaining to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be one-twentieth (1/20).

9. PURPOSE OF PROPERTY.

All buildings, units, common elements and limited common elements are intended for and restricted exclusively to residential housing, parking and recreational facilities for unit owners, their respective families, lessees and/or guests as governed by the terms and conditions contained in

this Declaration, the By-Laws and Rules and Regulations of the Association, the Planned Unit Development Agreement (Exhibit F) and the laws, ordinances and regulations of the Village of Hartland, Waukesha County, State of Wisconsin.

10. RESERVATIONS AND EASEMENTS OF DECLARANT.

Declarant and Declarant's duly authorized agents, representatives and employees shall have the right to maintain model units and a sales office on the property and to use the model units and sales office during the period that any of the proposed units remain unconstructed and/or unsold. It is intended that this model unit shall ultimately be sold to a unit owner. Declarant shall have the right to use signs, flags, or other types of devices to promote the construction and sale of the units. Declarant and persons it may select, shall have the right of ingress and egress in, over and across the common elements and the limited common elements and the right to store materials and make such other use of them as may be reasonably necessary incident to construction, development, sales and operation of the condominium, units, common elements and limited common elements.

11. ASSOCIATION OF UNIT OWNERS.

11.1 Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of Wisconsin Statutes and all of the powers of an association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as those statutes may be amended from time to time. The Board of Directors of the Association is authorized to establish, and amend from time to time, Rules and Regulations for the use of the building, units, common elements, and the limited common elements in furtherance of the purposes of the condominium and prescribe fines, penalties and/or special assessments for any violation of those Rules and Regulations; provided, however, that all such Rules and Regulations and subsequent amendments shall be approved by not less than two-thirds (2/3) of the votes of the Association before they shall become effective. The Association shall furnish such Rules and Regulations in writing to the unit owners.

11.2 Membership, Duties and Obligations. All unit owners shall be entitled and required to be members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and the limited common elements. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, the By-Laws, the Rules and Regulations of the Association and the laws, ordinances and regulations of the Village of Hartland, Waukesha County, State of Wisconsin.

11.3 Voting Rights. The Association shall have two classes of voting membership as follows:

(a) Class A: The Class A members shall be all unit owners, with the initial exception of the Declarant. One (1) vote shall be allowed for each unit regardless of the number of unit owners. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held; however, the unit owners shall designate one (1) person

to cast the vote appurtenant to that unit. Voting rights may not be split, and shared membership interests must be voted according to that designation.

(b) Class B: The Class B member shall be the Declarant. It shall be entitled to one (1) vote for each unit (up to twenty (20) votes) owned or to be built by the Declarant. In the event Declarant exercises its rights to expand the condominium, then Declarant shall also be entitled to one (1) membership vote for each Unit owned or to be built by Declarant in the expansion phases of the condominium. The respective rights and qualifications of the two classes of members shall be as set forth in the By-Laws of the Association.

11.4 Rights of Declarant. Notwithstanding any other provisions contained in this Declaration, the Declarant, its successors and assigns shall have the right at its option to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association or its officers, until the earlier of thirty days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers or ten (10) years from the date the first unit is conveyed by the Declarant to anyone other than Declarant. All present and future owners, mortgagees, lessees, and occupants of units in the condominium shall be deemed, by acceptance of any deed to or mortgage on any unit or by entering into a land contract or lease affecting a unit or by the act of occupancy of a unit, to agree, approve and consent to the right of the Declarant to so control the Association of unit owners.

11.5 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for such services as may be required for the units, the building, the common elements and/or the limited common elements. Any agreement for professional management shall not exceed three (3) years and must provide for termination without cause and without payment of a termination fee upon ninety (90) days written notice.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air-conditioner units (including any portions located in a limited common element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair.

12.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the common elements and the limited common elements and shall cause them to be maintained, repaired and kept in good, clean, attractive, and sanitary condition, order and repair.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within the boundaries of his/her

unit, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls, except as otherwise provided in this Declaration with reference to relocation of boundaries.

14. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total destruction of a unit or units, building or buildings, common elements or limited common elements, they shall be repaired and rebuilt as soon as practicable and substantially with the same design, plan and specifications as originally built. In the event the condominium is damaged or destroyed to an extent more than available insurance proceeds, the condominium shall be subject to an action for partition upon the written consent of the unit owners having seventy-five percent (75%) or more of the votes in the Association. In the event of partition, the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

On reconstruction, the design, plan and specifications of any building, unit, common element or limited common element may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not be decreased by more than ten percent (10%) from the number of square feet for that unit or building as originally constructed and the number of square feet of any unit may not be increased from the number of square feet of the unit as originally constructed. The location of the buildings shall be substantially the same as prior to any damage or destruction and shall not violate any ordinances relating to condominiums and/or multi-family housing. The proceeds of any insurance provided by the Association and collected for any damage or destruction shall be available to the association for the purpose of repair or reconstruction. In the event the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, except as otherwise provided in this Declaration.

15. INSURANCE.

The Board of Directors of the Association shall provide and maintain liability, fire, multi-peril, broad form extended coverage insurance on the Condominium in an amount equal to the replacement value of the Condominium from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated or suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board of Directors to conform to the requirements of replacement value.

In the event of partial or total destruction of a building or buildings, unit or units, common elements or limited common elements, in accordance with Section 15 of this Declaration, the proceeds of the insurance shall be paid to the association to be held for the benefit of the unit owners and their mortgagees and to be applied to the costs of repair or reconstruction as provided in this Declaration.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combinations of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which the unit owner directs the Board of Directors to include in those policies for the unit owner's additional protection. Copies of all policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at the unit owner's expense, to provide any additional insurance coverage on the unit owner's improvements.

The board of directors shall provide casualty and public liability insurance covering the common elements and the limited common elements in such amounts as may be determined at the discretion of the board of directors from time to time. The board of directors may also provide worker's compensation insurance and fidelity bonds on the officers and employees in such amounts as it determines to be necessary from time to time.

16. COMMON EXPENSES AND ASSESSMENTS.

16.1 General Annual Assessment. All units shall be subject to a general annual assessment determined and levied by the board of directors of the Association for the purpose of defraying the costs and expenses of the Association and performing its stated purposes and function. The board of directors shall prepare an annual budget according to the By-Laws and shall determine a general annual assessment based on the budget which shall be sufficient to meet the estimated costs and expenses of the Association for the next year. The general annual assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements and shall be paid monthly to the Association on or before the first day of each month. A unit owner shall be liable for all assessments or installments which come due while owning a unit. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

16.2 Special Assessments. Each unit shall be subject to special assessment by the board of directors of the Association to cover all or any part of any extraordinary expenses incurred by the Association, but not included in the annual budget. Any special assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements. Special assessments shall be due and payable sixty (60) days after the affirmative vote by the board of directors or the Association declaring the special assessments.

16.3 Interest; Application of Payments. All charges, fines, assessments and special assessments levied by the Association which are not paid when due shall bear interest from the due date at the rate of twelve percent (12%) per annum until paid in full. All payments upon account shall be applied to interest and then to the charge, fine, assessment or special assessment.

16.4 Lien for Assessments. All assessments until paid together with interest on them and actual costs of collection, including but not limited to attorney's fees and disbursements, constitute a lien on the units on which they are assessed, if a Statement of Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien shall be filed in the Land Records of the Clerk of Circuit Court for Waukesha County stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. The Statement of Condominium Lien shall be signed and verified by an officer or agent of the Association as specified in the By-Laws.

16.5 Priority of Lien. The lien for assessments shall be prior to all other liens except:

- (a) Liens for general and special taxes.
- (b) All sums unpaid on a first mortgage recorded prior to the making of the assessment.
- (c) Mechanic's Liens filed prior to the making of the assessment.
- (d) All sums unpaid on any mortgage loan made under Sec. 45.80, Wis. Stats.

16.6 Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure for mortgages on real property in Wisconsin. The Association may recover costs and actual attorney's fees. The Association may bid on the unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the unit. A suit to recover a money judgment for unpaid charges, fines, assessments, or special assessments may be maintained without foreclosing or waiving the lien securing the unpaid charge, fine, assessment, or special assessment. A suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose a lien unless brought within three (3) years following the recording of the Statement of Condominium Lien. No action may be brought to foreclose a lien except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested to the address of the unit owner shown on the books of the Association.

16.7 Acceleration. If a unit owner is in default in the payment of any charges, fines, assessments or special assessments for a period of more than thirty (30) days, the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to the delinquent unit owner for purposes of collection and/or enforcement of the lien against the unit.

16.8 Collection and Enforcement. The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, fines, annual assessments and special assessments, and to bring any and all actions and proceedings for the collection thereof and for the foreclosure of the liens therefor. The Association, acting through the board of directors, and as representative of all members, may bring an action at law against any unit owner for payment of unpaid assessments and/or may foreclose a lien against any unit. Upon the

commencement or during the pendency of any action to foreclose the lien or enforce any other remedies of the Association for collection, the Association shall be entitled to the appointment of a receiver of the unit (including homestead interests) without bond, with the power to take possession of the unit and collect the rents, issues and profits of the unit and exercise such other powers as the Court may grant until confirmation of the sale, and may order the rents, issues and profits when so collected to be held and applied as the Court may direct.

16.9 Initial Working Capital. Each purchaser of a unit from the Declarant shall pay to the Association two months installments of the general annual assessment at the time of conveyance by Declarant. This payment shall not be an advance payment of the general annual assessment, but rather an additional assessment for initial working capital.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

Except as otherwise provided in this Declaration, there shall be no partition of the common elements and limited common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from the terms of the applicable statutes regarding unit ownership or Condominium ownership. If any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single unit as between such co-owners.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common elements and limited common elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage or other instrument affecting title to such unit ownership without including therein both the interest in the unit and the corresponding percentage of ownership in the common elements and limited common elements. It is the intention of this paragraph to prevent any severance of the combined ownership. Any such deed, mortgage or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements are declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes and other purposes necessary for the proper operation of the condominium, including, but not limited to, the right to install, lay, maintain, repair and replace roads, roadways, driveways, parking areas, walkways, water mains and pipes, water pressure tanks, sump pumps, sewer lines, gas lines, pipes, mains and meters, telephone wires and equipment, cable television systems, electrical conduits, wires, meters and equipment, including power transformers, over, under, along and on any part of the units, buildings, common elements and limited common elements to service the condominium.

19.2 Roadways, Driveways and Walkways. To the extent that the Condominium Plat and floor plans attached as Exhibits B and C show the common use of roadways, driveways and walkways for the purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefit of all unit owners and the Declarant for such uses.

19.3 Repair Easement. An irrevocable right and easement is granted by this Declaration and declared for the benefit of the Association to enter units and to make repairs to common elements when repairs appear reasonably necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Association shall make reasonable effort to give notice to the unit owner of the need for entry for the purpose of any repairs.

19.4 Encroachments. If any portion of any common element or limited common element encroaches on any common element or limited common element, as a result of settling, shifting, duly authorized construction, reconstruction or repair of a building or unit, a valid easement for the encroachment and for the maintenance of it shall exist so long as the building or unit stands; provided, however, that in no event shall a valid easement for encroachment be created in favor of a unit owner or owners if that encroachment occurred due to the willful conduct of the unit owner or owners.

19.5 Binding Effect. All easements and rights described in this Declaration are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described in this Declaration are granted and reserved to, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and on all unit owners, purchasers, mortgagees, lessees and occupants and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this section and Declaration.

20. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the By-Laws or the Rules and Regulations, or to exercise any right or option, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Association of any provision of this Declaration shall be deemed to have been made unless expressed in writing and signed by the Association.

21. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and thus protect the value of the units, the transfer of units by any other owner other than the Declarant shall be subject to the following provisions:

A. Transfers Subject to Approval. The following transfers are subject to approval of the Association as herein provided:

1. Lease. No unit owner may lease a unit except in accordance with the Rules and Regulations adopted by the board of directors of the Association from time to time. All leases must be in writing and must be approved by the board of directors in writing.

B. Approval by Association. The approval of the Association which is required for all leases of units shall be obtained in the following manner:

1. Notice to Association. Any unit owner intending to make a bona fide lease of his/her unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

2. Failure to Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a lease, the Association at its election and without notice may approve or disapprove the lease.

3. Certificate of Approval. Within thirty (30) days after receipt of such notice and information as required, the Association must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to Lessee.

C. Disapproval by Association. If the Association shall disapprove a lease, then the unit owner shall be advised of the disapproval in writing and the lease shall not be made.

D. Exception. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a lease by an institutional mortgagee which acquires title by deed from the mortgagor or his/her successor or through foreclosure proceedings.

E. Unauthorized Transactions. Any lease or other transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

F. Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon the owner's unit, other than for permitted mortgages, taxes and special assessments, within five (5) days of the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect title to the unit. Such notices shall be given within five (5) days after unit owner receives such knowledge.

3. Failure to comply with this subsection concerning liens or suits will not affect the validity of any judicial sale.

22. EXPANSION OF CONDOMINIUM.

22.1 Right to Expand. Declarant reserves for itself, its successors and assigns, the right to expand the condominium, without the consent or approval of any unit owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described in attached

Exhibit E ("Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional sixty-two (62) units. The units shall be located within the general areas indicated on Exhibit B. All improvements made on the Expansion Real Estate shall be of the same quality construction as the original units constructed under this Declaration. Declarant shall be under no obligation to and makes no representation that they will expand or construct any part or all of the condominium buildings or units. The units, common elements and limited common elements on the Expansion Real Estate and their owners shall be subject to, and entitled to the benefits of, the provisions of this Declaration.

22.2 Effect of Expansion. Upon each expansion:

a. The percentage of undivided interest in the common elements appertaining to each unit shall be adjusted as follows:

(i) Each unit's percentage of undivided interest in the common elements shall be the number one (1) divided by the total number of units then subject to this Declaration.

(ii) Each unit shall be entitled to the limited common elements as are specified in the documents required for expansion.

b. The common expenses and assessments of the condominium shall be shared among the owners of all units according to the percentage of their undivided interest in the common elements, in accordance with Section 16 of this Declaration as adjusted in the manner set forth above.

c. Each owner of a unit shall be a member of the Association and shall have voting rights as set forth in Section 11.3 of this Declaration.

22.3 Method of Expansion. The right of expansion shall be exercised by recording in the office of the Register of Deeds for Waukesha County, Wisconsin, an amendment to this Declaration and an amendment to each of the relevant Exhibits attached to this Declaration which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate.

22.4 Construction Easement. Declarant reserves an easement across the condominium (and any Expansion Real Estate that is added to the condominium) for the purpose of constructing any expansion buildings, units, other improvements or common elements on the Expansion Real Estate. This easement shall expire at the time of expiration of Declarant's rights to expand under this Section 22.

23. AMENDMENTS TO DECLARATION.

This Declaration may be amended with the written consent of sixty-seven percent (67%) of the unit owners and mortgagees. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, Wisconsin.

24. NOTICES.

Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process in this Declaration. All Owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

25. SERVICE OF PROCESS.

The person to receive service of process shall be the registered agent for the Association. Any changes of the registered agent shall be filed with the Secretary of State of Wisconsin. The initial registered agent is Carol B. Hollenbeck, 3805 Nagawicka Shores Drive, Hartland, Wisconsin 53029.

26. NUMBER AND GENDER.

Whenever used in this Declaration, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27. CAPTIONS.

The captions and section headings in this Declaration are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions of this Declaration.

28. SEVERABILITY.

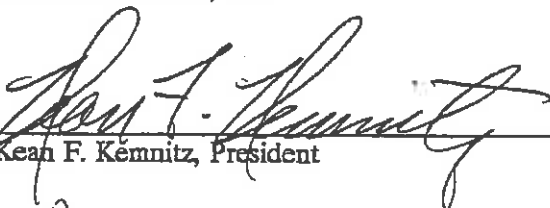
The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion shall not affect the validity or enforceability of the remaining portion of that provision or of any other provision.

29. GOVERNING LAW.

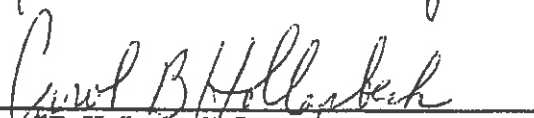
This Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the Rules and Regulations shall be governed by and construed under the laws of the State of Wisconsin.

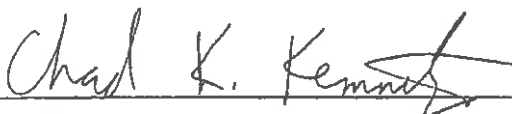
IN WITNESS WHEREOF, Oak Tree Ridge, Inc., Declarant, executed this Declaration at Oconomowoc, Wisconsin, on the 21st day of December, 1992.

OAK TREE RIDGE, INC.

By: 
Kean F. Kemnitz, President

Notary Public Waukesha County

By: 
Carol B. Hollenbeck, Secretary


Chad K. Kemnitz

My Commission Expires 1/21/96

AUTHENTICATION

All signatures authenticated
this ____ day of _____, 1992.

William A. Swendson
Title: Member, State Bar of Wisconsin

This Instrument was drafted by and should be returned to:
William A. Swendson, P.O. BOX 123, Oconomowoc, WI 53066-0123

Being a part of the NW 1/4 and the SE 1/4 of Section 2, T7N, R12E, Village of Hartland, Sauk County, Wisconsin, more fully described as follows:

Commencing at the SW corner of the NW 1/4 of said Section 2; thence S.00°-22'-04"E., along the West line of said SE 1/4, 270.70 feet to a point; thence N.89°-37'-56"E., 50.00 feet to a point lying on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the point of beginning of the hereinafter described lands; thence N.89°-37'-56"E., 220.89 feet to a point; thence N.27°-43'-43"E., 155.52 feet to a point; thence East, 164.91 feet to a point; thence N.33°-33'-48"E., 195.08 feet to a point; thence S.63°-30'-45"E., 283.19 feet to a point; thence S.37°-31'-23"W., 250.18 feet to a point; thence S.03°-15'-33"W., 217.02 feet to a point; thence S.31°-33'-51"W., 210.34 feet to a point; thence West, 27.50 feet to a point; thence N.28°-10'-00"W., 110.03 feet to a point; thence N.64°-29'-15"W., 95.04 feet to a point; thence N.83°-42'-15"W., 133.32 feet to a point; thence S.36°-03'-20"W., 166.30 feet to a point; thence West, 49.00 feet to a point; thence N.50°-57'-30"W., 112.51 feet to a point lying on the easterly right-of-way line of said Maple Avenue (C.T.H. "E"); thence N.00°-22'-04"W., along said easterly right-of-way line, 337.79 feet to the place of beginning. Said lands containing 320,376 square feet (7.35 acres).

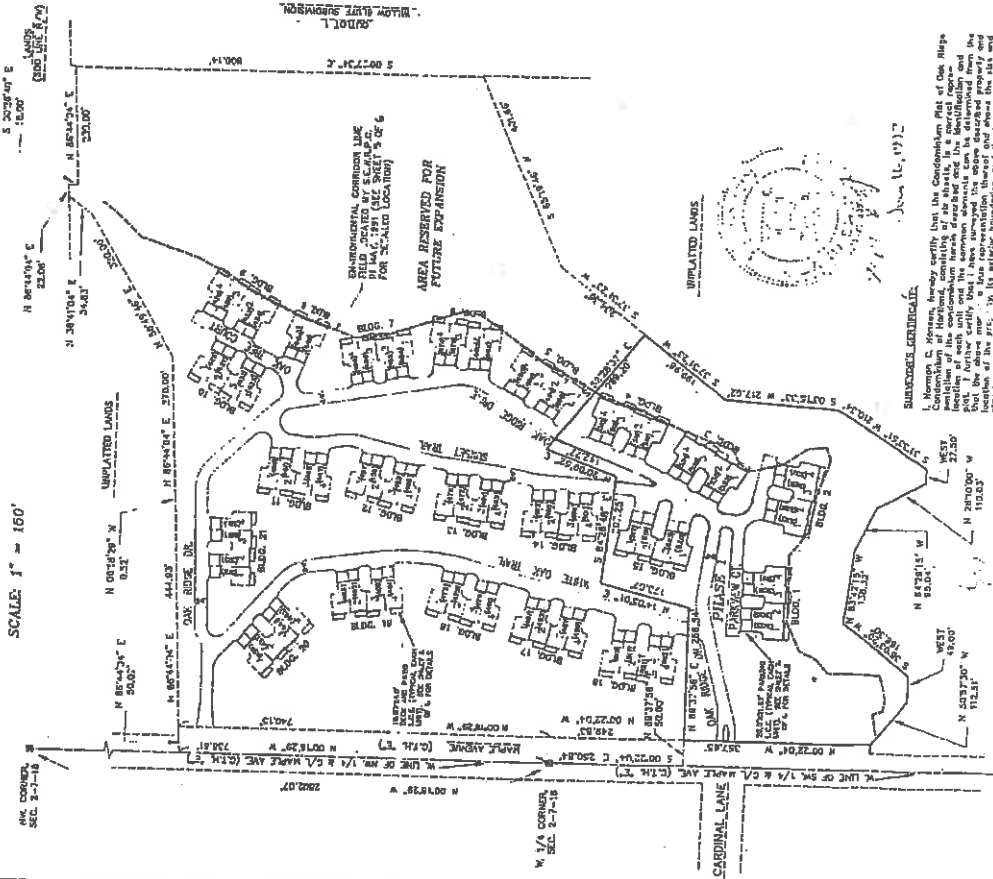
OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1, DOCUMENT NO. 1, LOCATED IN THE SW 1/4 OF THE NW 1/4, AND IN THE NW 1/4 OF THE SW 1/4, ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI.

EXHIBIT B



SCALE: 1" = 160'



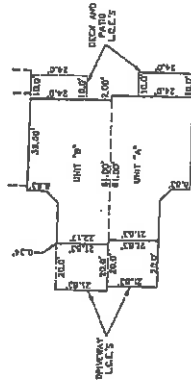
SURVEYOR'S CERTIFICATE
I, Norman C. Hansen, hereby certify that the Condominium Plat of Oak Ridge Condominium of Hartland, consisting of 20 units, as shown on the attached map, was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Wisconsin. I further certify that I have surveyed the above described land and that the location of the plat is in accordance with the laws of the State of Wisconsin.

Dated this 11th day of May, 1992.
Norman C. Hansen, P.L.S. 1147

NOTE: NUMBERS IN HANDWRITTEN INCREASING UNIT ADDRESSES

REVISED OCTOBER 27, 1992

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1, LOCATED IN THE SW. 1/4 OF THE NW. 1/4, AND IN THE NW. 1/4 OF THE SW. 1/4, ALL IN SECTION 2, T.7N. R.16E. VILLAGE OF HARTLAND, WAUKESHA CO., WI



L.C.E. DIMENSIONS ARE TYPICAL FOR ALL UNITS IN BOTH 2-UNIT AND 6-UNIT BUILDINGS.

NOTES: DECK L.C.E. TYPICAL ON
PATIO L.C.E. TYPICAL ON LOSE.
N (SUPPLY) LEVEL OF EACH UNIT.
ELEV. OF EACH UNIT.

SCALE: 1" = 100'



THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON

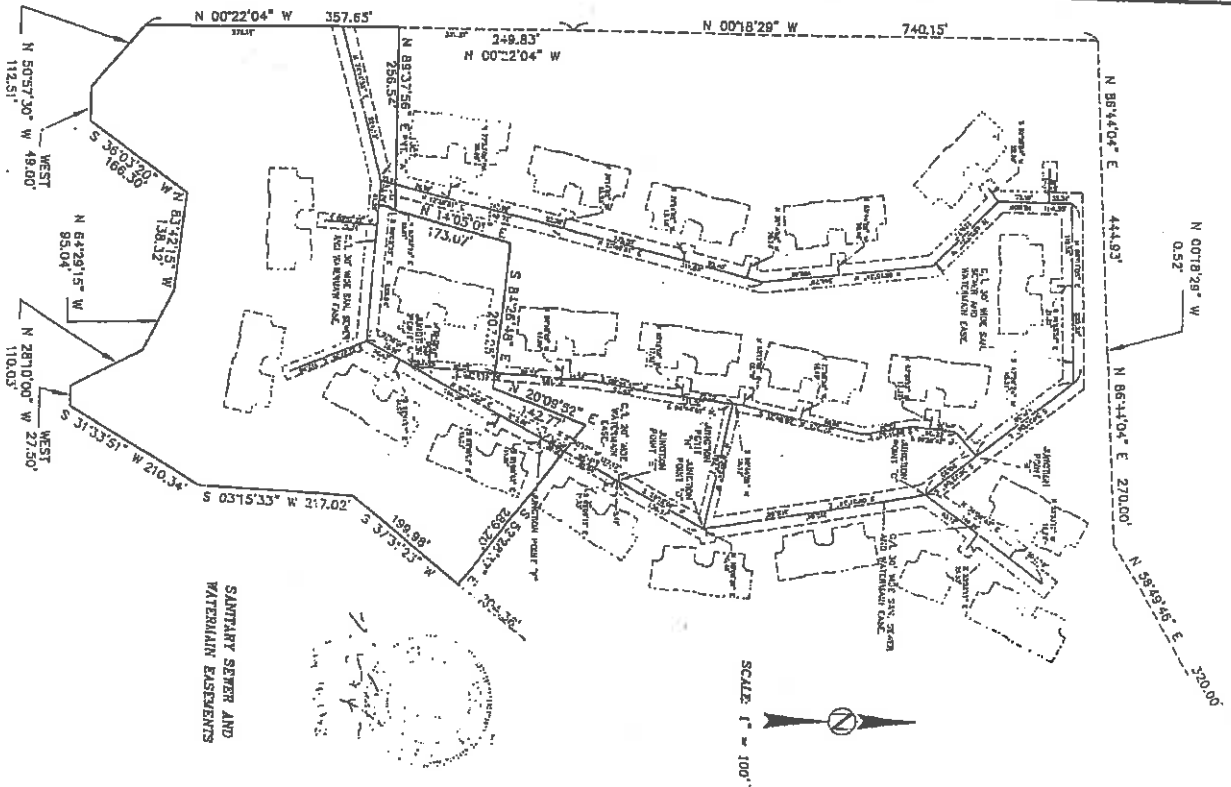
16,415.

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1, DOCUMENT NO. 1, LOCATED IN THE SW 1/4 OF THE NW 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 2, T.7N., R.1E., VILLAGES OF HARTLAND, MAUNESHA CO., WI



OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1, DOCUMENT NO. 1, LOCATED IN THE SW 1/4 OF THE NW 1/4, AND IN THE NW 1/4 OF THE SW 1/4, ALL IN SECTION 9, T.7N, R.18E, VILLAGE OF HARTLAND, WATKINS CO., MI.



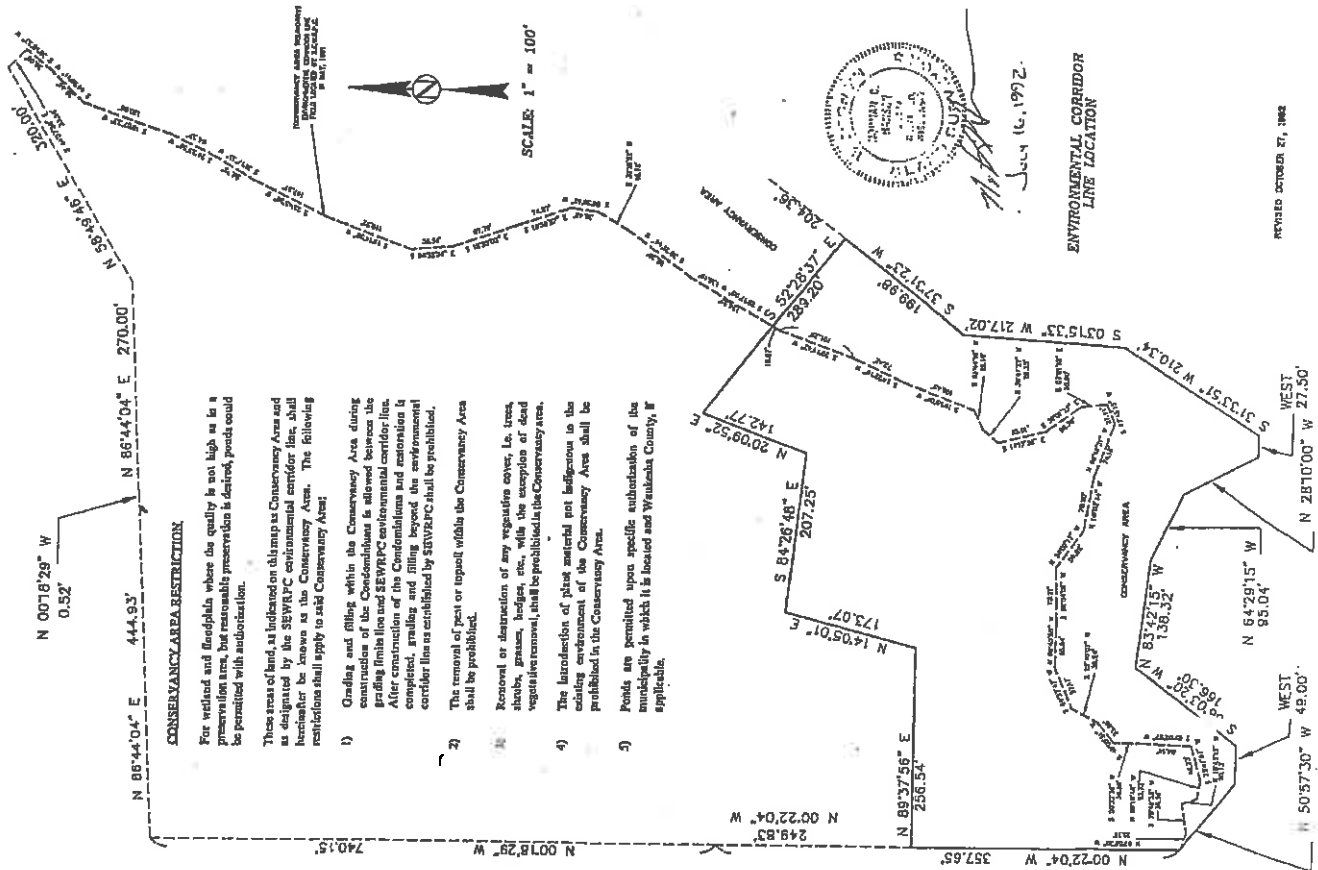
SANITARY SEWER AND
WATERMAIN EXISTENTS

THIS INSTRUMENT DRAFTED BY NORMAN C. RANSON

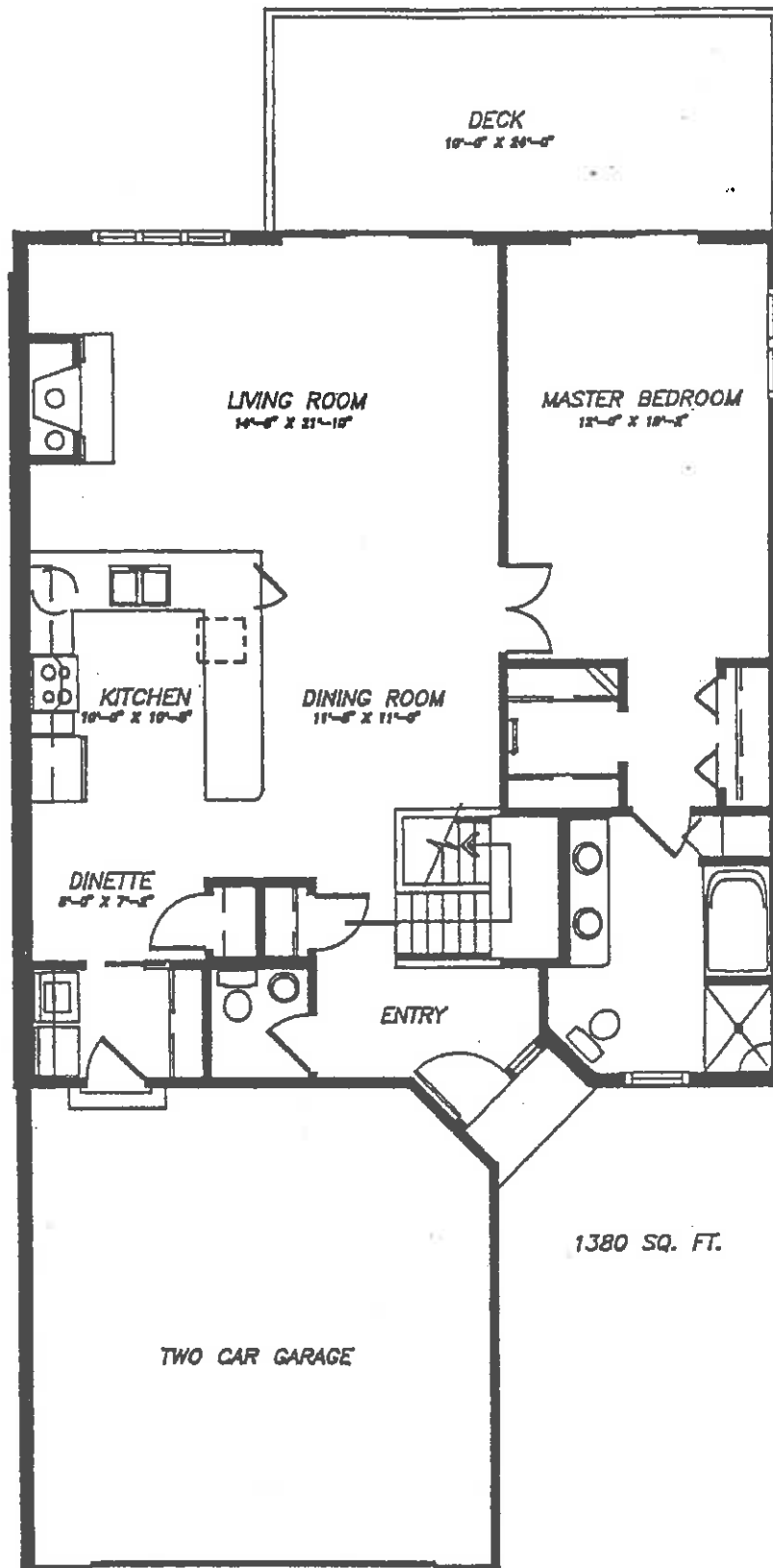
SHEET 4 OF 6

OAK RIDGE CONDOMINIUM OF HARTLAND

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1, DOCUMENT NO. 1, LOCATED IN THE SW 1/4 OF THE NW 1/4, AND IN THE NW 1/4 OF THE SW 1/4, ALL IN SECTION 2, T.7N., R.18E., VILLAGE OF HARTLAND, WAUKESHA CO., WI.



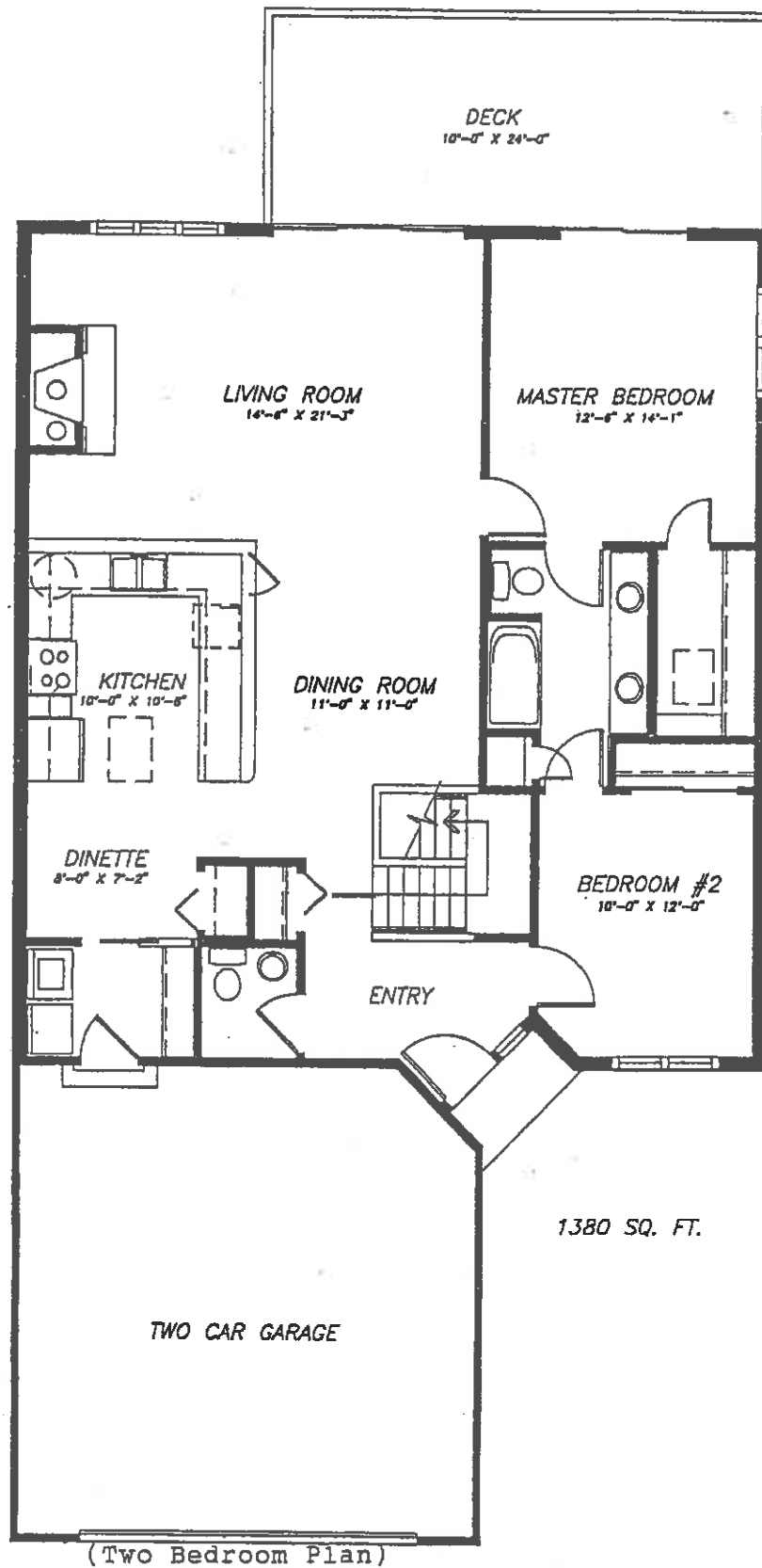
MAIN LEVEL



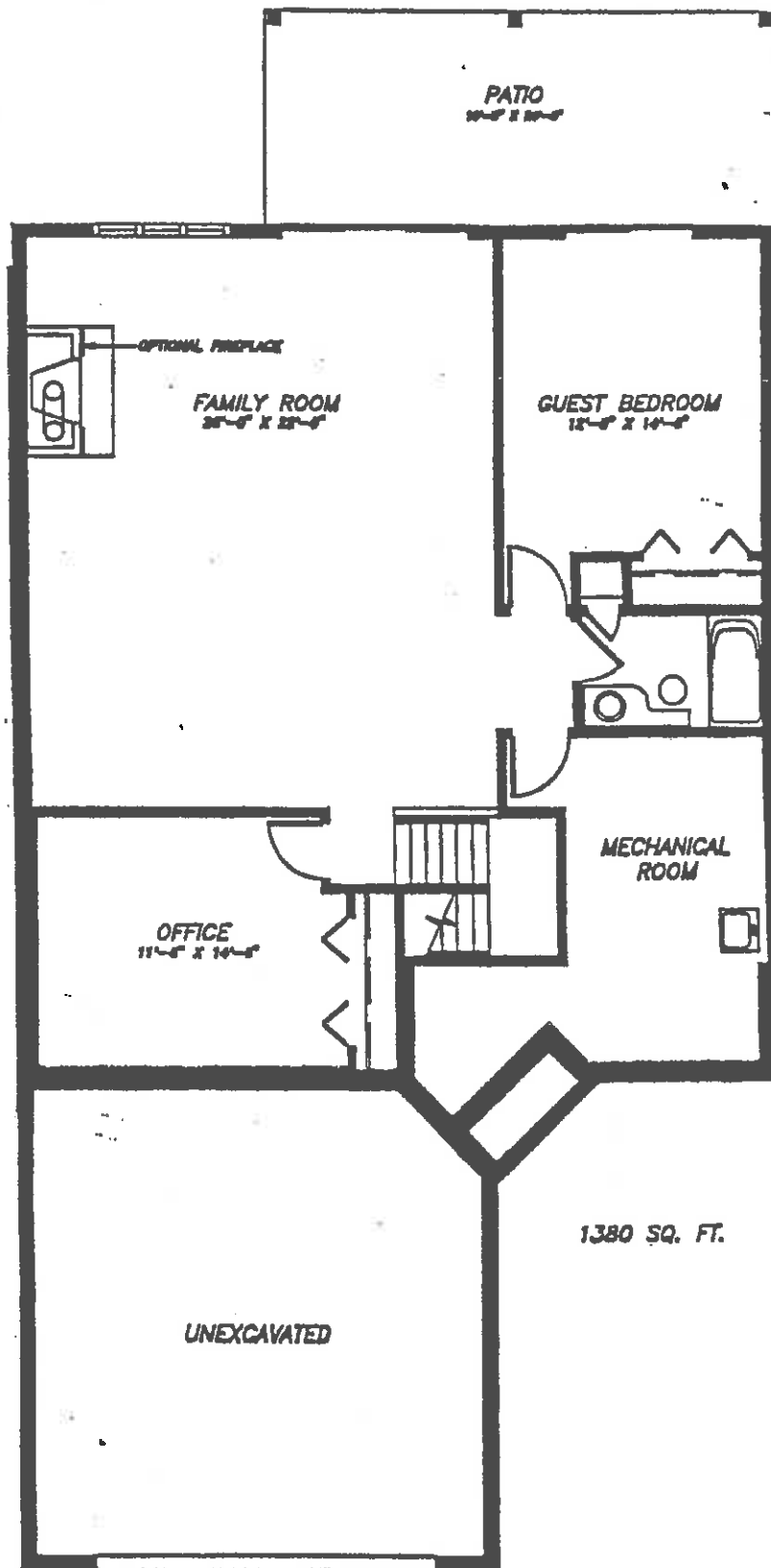
(One Bedroom Plan)

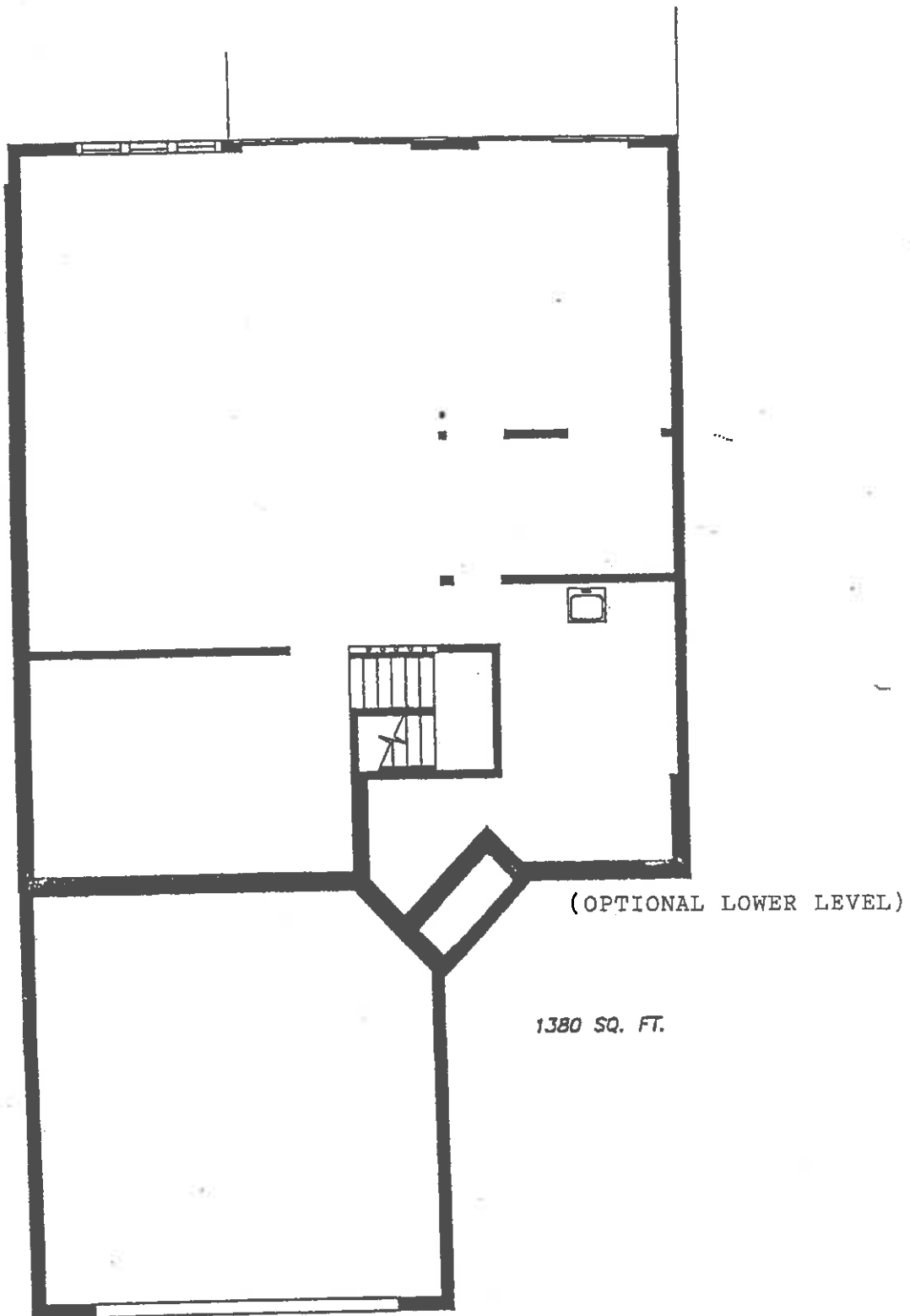
Exhibit "C"

MAIN LEVEL



LOWER LEVEL





**OAK RIDGE CONDOMINIUM
OF HARTLAND**

The addresses of each unit will be as follows:

<u>Building</u>	<u>Unit</u>	<u>Address</u>
1	1	303 Parkview Court
1	2	305 Parkview Court
1	3	309 Parkview Court
1	4	311 Parkview Court
2	1	323 Parkview Court
2	2	325 Parkview Court
2	3	329 Parkview Court
2	4	331 Parkview Court
3	1	532 Oak Ridge Drive
3	2	530 Oak Ridge Drive
3	3	526 Oak Ridge Drive
3	4	524 Oak Ridge Drive
4	1	518 Oak Ridge Drive
4	2	516 Oak Ridge Drive
4	3	512 Oak Ridge Drive
4	4	510 Oak Ridge Drive
15	1	517 Oak Ridge Drive
15	2	519 Oak Ridge Drive
15	3	523 Oak Ridge Drive
15	4	525 Oak Ridge Drive

EXHIBIT "D"

SUGGESTED LEGAL DESCRIPTION OF AREA RESERVED FOR FUTURE EXPANSION:

Being a part of Lot 1 of Certified Survey Map No. _____, Document No. _____, located in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4, all in Section 2, T7N, R18E, Village of Hartland, Waukesha County, WI, more fully described as follows:

Commencing at the West 1/4 corner of said Section 2; thence N.00°-18'-29"W., along the west line of said NW 1/4 and centerline of Maple Avenue (C.T.H. "E"), 736.61 feet to a point; thence N.86°-44'-04"E., 50.07 feet to a point being on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the NW corner of Lot 1 of Certified Survey Map No. _____ and the point of beginning of the hereinafter described lands; thence along the northerly and easterly lot lines of said Lot 1 along the following described courses, N.86°-44'-04"E., 444.93 feet to a point; thence N.00°-18'-29"W., 0.52 feet to a point; thence N.86°-44'-04"E., 270.00 feet to a point; thence N.58°-49'-46"E., 320.00 feet to a point; thence N.36°-41'-04"E., 54.83 feet to a point; thence N.86°-44'-04"E., 22.08 feet to a point; thence S.00°-26'-40"E., 18.00 feet to a point; thence N.86°-44'-04"E., 230.00 feet to the NE corner of said Lot 1; thence S.00°-27'-34"E., 800.14 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-31'-23"W., 204.36 feet to the terminus of said northerly and easterly lot lines; thence N.52°-28'-37"W., 289.20 feet to a point; thence S.20°-09'-52"W., 142.77 feet to a point; thence N.84°-26'-48"W., 207.25 feet to a point; thence S.14°-05'-01"W., 173.07 feet to a point; thence S.89°-37'-56"W., 256.54 feet to a point being on the easterly right-of-way line of Maple Avenue (C.T.H. "E") and the westerly line of said Lot 1; thence N.00°-22'-04"W., along said easterly right-of-way line, 249.83 feet to a point; thence N.00°-18'-29"W., along said easterly right-of-way line, 740.15 feet to the NW corner of said Lot 1 and the place of beginning. Said lands containing a total area of 1,134,492 square feet (26.04 acres).

**PLANNED UNIT DEVELOPMENT AGREEMENT
OAK RIDGE CONDOMINIUM**

This agreement made this Nov-28, 1992 between Oak Tree Ridge, Inc. hereinafter called "Developer" and the Village of Hartland, a municipal corporation of the State of Wisconsin, located in Waukesha County, hereinafter called the "Village".

WITNESSETH:

WHEREAS, Developer is a Wisconsin Corporation with the following shareholders: Lee Hollenbeck, Carol Hollenbeck, Kean Kemnitz, and Susan Kemnitz; and

WHEREAS, the Developer is the owner of the land designated for "Phase I" in the attached Exhibit B; and

WHEREAS, Lee Hollenbeck and Carol Hollenbeck are the owners of the land designated for Phases II, III and IV; and

WHEREAS, the Developer has received approval by the Village for a final plat for Oak Ridge Condominium of Hartland Development, a copy of which is attached hereto designated Exhibit B.

Whereas, Developer has submitted for approval by the Village its petition for approval of planned unit development in the Village pursuant to the statutes of the State of Wisconsin and the ordinances of the Village and specifically Section 17.03(28) of the zoning code of the Village, and

Whereas, Section 236.13 of the Wisconsin Statutes and Chapter 18 of the Municipal Code, of the Village of Hartland provide that as a condition of plat approval the Village may require that the Developer make and install all public improvements necessary to service the Oak Ridge Condominium of Hartland Development or that it execute an agreement to insure that it will make those improvements within a reasonable time; and

Whereas, the Village Board has duly approved Developer's petition for a planned unit development and plans and specifications for condominium improvements, and authorized the terms and provisions of this Agreement and approved the final plat of Oak Ridge Condominium of Hartland contingent upon the execution and performance of this agreement by the Developer; and

WHEREAS, the Developer agrees to develop the Site as herein described in strict conformity with this Agreement (including all Exhibits), all applicable Village ordinances,

EXHIBIT "F"

30

(The following P.U.D. agreement represents pages 30-41 of the
OAK RIDGE CONDOMINIUM OF HARTLAND's disclosure materials)

and all present and future applicable laws (including amendments of present ordinances) and regulations governing said development.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section I Legal Description - The entire parcel of land to be developed is described in Exhibit A and is incorporated by reference herein.

Section II The Development - The project shall consist of 82 two-bedroom, single family attached housing units to be constructed in two-family and four-family buildings. Access to the project will be from Maple Avenue by private roadways. The project shall be managed under the auspices of a condominium homeowners association and, under State of Wisconsin condominium law and the rules and regulations of such association.

Section III Improvements - The Developer hereby agrees:

A. Phased Development. The development will be completed in four separate phases as shown on Exhibit B. All security references and construction of improvements referred to in this document shall be applied to each phase of the project. It is further agreed that prior to issuance of any above-grade building permits for the second and subsequent phases, the Developer shall provide for the northerly or secondary means of ingress and egress to Maple Avenue per Exhibit B. Such access shall be by means of maintained traffic bond roadway until such time construction is completed and final paving is installed as required under this Agreement in Phase II.

B. Road and Streets.

1. Developer shall grade and construct asphalt pavement on all private roads and parking areas in Oak Ridge Condominium of Hartland in accordance with the plat of said condominium and the plans and specifications attached hereto as Exhibit B. Base course asphalt paving must be completed prior to occupancy of any unit in a particular phase. All roadways and parking areas shall be at the grades approved by the Village, which approval shall not be unreasonably withheld or delayed. Specifications for roadways shall be approved by the Village Engineer; and

2. Developer shall, at Developer's sole expense, obtain any and all necessary permits from Waukesha County for all roadway improvements at CTH E, Maple Avenue and submit copies of said permits to the Village prior to the Village's issuance of any building permit for the Project; and
3. Developer acknowledges that no building permits will be issued until the private roads have been graded and water installed to fire hydrants, tested and operational, in any particular phase; and
4. Recognizing that all of the roadways within a condominium are private, the developer agrees to use the best construction practices available to keep the temporary construction roads open for emergency vehicular traffic during the construction process; and
5. All private streets and roadways shall be maintained by Developer and then by condominium association after being turned over to association by Developer.

C. Sanitary Sewer.

1. Developer shall construct, furnish, install, and provide a complete sewerage system throughout each phase of the development which shall be connected to the existing sanitary sewer main, all in accordance with the plans, specifications, and drawings attached hereto as Exhibit B.
2. Developer shall grant the Village of Hartland a permanent easement for maintenance and repair of the sanitary sewer system. Formal easement will be defined and granted following the installation of the sanitary sewer and at the time of dedication of same to the Village of Hartland.
3. Developer acknowledges that the Village Board will not accept the sanitary sewer improvements for any phase until they have been installed, tested, televised and cleaned at Developer's sole expense, in accordance with plans and specifications approved by the Village.
4. Developer shall furnish a complete set of mylar reproducible "as-built" plans of the entire sanitary sewer system at the time of acceptance of

each segment of the sewerage system, including location and elevation of laterals.

D. Water.

1. Developer shall construct, install, furnish, and provide a completed system of water distribution throughout each phase of the development, in accordance with the plans and specifications attached hereto as Exhibit B.
2. Developer acknowledges that the Village Board will not accept the water distribution system in each phase until the water distribution system has been installed and tested at Developer's expense, in accordance with the plans and specifications approved by the Village.
3. Developer shall grant the Village of Hartland a permanent easement for maintenance and repair of the municipal water system. Formal easement will be defined and granted following the installation of the municipal water and at the time of dedication of same to the Village of Hartland.
4. To furnish a complete set of mylar reproducible "as-built" plans of the entire system at the time of acceptance of each segment of the water system.

E. Storm Water System.

1. Developer shall construct, install, furnish, and provide adequate facilities for storm and surface water drainage throughout the entire development as shown on Exhibit B.
2. Storm sewer improvements remain private property to be maintained by condominium association.

F. Landscaping.

1. Existing live trees 6" in diameter and larger will be removed only as required for roadway construction and only within building envelopes as shown on Exhibit B.

2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs, and other natural growth and rubbish.
3. Plant trees along Maple Avenue per Village ordinances.

G. Street Lamps.

1. Developer agrees to pay fees as required to the Village of Hartland for public street lighting to be installed at both entrances to Maple Avenue.
2. One private decorative lamp post shall be installed at each intersection of the private streets within the development. Such lamp posts will receive prior approval of the Village.
3. One coach lamp will be installed on the front of each of the dwelling units to provide security lighting for guests.
4. One illuminated street number fixture will be installed on each of the dwelling units.

H. Street Signs.

1. The Developer hereby agrees to pay the Village for the installation of street signs which are determined to be required by the Village. These would be traffic control signs only at the Maple Avenue intersection. Any internal signs are the responsibility of the Developer. All signs used in the Project shall comply with all existing applicable Village Ordinances and Wisconsin State Statutes at the time of their erection.

I. Grading and Erosion Control.

1. Developer shall grade and maintain site with proper erosion control measures as required by in the Village Erosion Control Ordinance and in accordance with the plans and specifications attached hereto as Exhibit B.

J. Time Schedule. Except as otherwise provide in this Agreement, Developer hereby agrees:

1. Developer shall commence work on the Project within 120 days after execution of this Agreement; and
2. To complete Phase I of the Project and all corresponding improvements within five (5) years of execution of this Agreement.

Section IV Dedication.

Subject to all of the other provisions of this agreement and the exhibits hereto attached, the Developer shall, without charge to the Village, upon completion of the below listed improvements, unconditionally give, grant, convey and fully dedicate the same to the Village, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumeration, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. It is understood that such completion of municipal services and dedication of same will coincide with the phase development previously explained in Section III, A.

After such dedications, the Village shall have the right to connect or integrate other sewer or water facilities provided hereunder as the Village decides, with no payment or award to, or consent required of, the Developer. All improvements will be accepted by the Village by separate resolution at such time as said improvements are in acceptable form and according to Village specifications.

Improvements to be dedicated:

Street lamps to be installed by the Village paid for by Developer for public street lighting at both entrances to Maple Avenue.

Street signs as required by the Village at the entrances to Maple Avenue, including traffic control signs.

Sanitary sewer, storm water system, landscaping, street lamps and water as provided respectively in Section III, Subparagraph C, D, E, F & G.

Section V Miscellaneous Requirements.

A. Survey Monuments.

1. Developer hereby agrees to properly place and install all permanent survey or other monuments delineating the line of the primary environmental corridor as shown on Exhibit B and such other monuments as may be required under existing applicable Wisconsin Statutes or Village ordinances.

B. Public Site Fees.

1. Developer agrees to pay public site fees per Village of Hartland ordinance #509.
2. It is understood that the public site fees per Village ordinance #509 shall be paid at the time of occupancy of each condominium unit rather than prior to the start of construction. Such fees shall be paid by the developer prior to issuance of an occupancy permit.

C. Underground Utilities.

1. All electrical, telephone, gas and cable utilities shall be underground. Coordination of installation and all costs shall be the responsibility of the Developer.

D. Manner of Performance.

1. The Developer shall cause all construction and improvements called for by this Agreement to be carried out and performed in a good and workmanlike manner.

E. Permits.

1. The Developer hereby agrees to obtain all permits and approvals from the Waukesha County Highway and Transportation Commission and from the Village of Hartland prior to the start of construction and provide a copy of same to the Village. Subject to all other provisions of this Agreement and compliance therewith, all required permits will

be issued to Developer or its nominees pursuant to existing applicable ordinances at the time of application for such permits.

2. Subject to all other provisions of this Agreement and compliance therewith, including but not limited to Section VI, Payment of Village Fees, Occupancy Permits, both conditional and final, will be issued upon substantial completion of the buildings or portions thereof in conformity with existing applicable Village and State of Wisconsin building codes at the time of application for such permits.

Section VI Payment of Village Fees and Costs.

A. The Developer agrees to reimburse the Village for any costs incurred by the Village for engineering, consulting, inspection, administrative, and legal expenses as follows:

1. Any costs for outside consultants shall be charged at the rate the consultant charges the Village; and
2. Legal costs for the Village shall be based on the statements of the Village Attorney utilizing the reimbursable hourly rate provided in the Village's retainer contract in existence at the start of each phase with respect to work done in each phase; and
3. The Village shall provide Developer with a final accounting of all costs incurred as a result of this Section; and
4. The Village shall promptly inform the Developer of any extraordinary or unusual costs which may arise under this Section.

B. The Developer agrees to reimburse the Village for the fees and costs set forth in ¶ A in the following manner:

1. An improvement plan review fee in cash or certified check at the time of execution of this Agreement, equal to one (1) percent of the cost of the required public improvements at the time plans and specifications are submitted.
2. An inspection fee in cash or certified check, equal to two and one half percent (2 ½%) of the cost of the required public improvements prior to the start of construction.

3. If the fees in Paragraph 1 and 2 are not adequate fully reimburse the Village for the costs and fees set forth in ¶A, Developer agrees to pay that full obligation within ten (10) days of receiving a bill for same from the Village. Full payment of all fees and costs shall be made to the Village prior to the issuance of a final occupancy permit.

Section VII Security for Performance of Developer's Obligation to Complete the Public Improvements.

A. Form of Security.

For each Phase, Developer shall deliver or cause to be delivered to the Village acceptable security equal to one hundred twenty-five percent (125%) of the approved engineer's cost estimate of the Public Improvements for individual phases, in the form of a cash deposit or an original, irrevocable Letter of Credit issued by a federally insured banking institution reasonably acceptable to the Village, with the Letter of Credit being in a form and of a substance acceptable to the Village Attorney guaranteeing the obligation of Developer to complete the Improvements and to pay all costs required to complete the Improvements called for under this Agreement (hereinafter referred to as "Security"). The letter of credit shall also provide for the payment of all attorney fees of the Village and related costs in the event the Village must utilize legal counsel for the enforcement of any provision in this agreement. Said letter of credit must be posted within ninety (90) days of the execution of this Agreement or before the commencement of construction if that occurs before the passage of ninety (90) days following the execution of this Agreement or this Agreement shall be null and void.

B. Reduction of Security Upon Partial Completion. The amount of the Security may be reduced as the Improvements are partially completed and approved by the Village, in accordance with the following procedure:

1. From time-to-time during the course of construction, but no more often than once each month, Developer may request the Village to inspect the construction work completed to that date, and the Village shall use its best efforts to make such inspection within seven (7) days after the request.

2. The request to inspect shall be accompanied by a certification prepared by Developer's engineer and stating the work completed, his estimate of the dollar value of the work completed to the date of the request and since the Developer's engineer's last certification and that the work has been completed in a good and workmanlike manner and in compliance with the approved Plan, Specifications and Ordinances.
3. The request for inspection shall also be accompanied by a certification from the Developer's engineer of his estimate of the cost to complete the remaining balance of the Improvements, with the estimated dollar value of the Improvements completed and the estimated cost to complete the remaining Improvements being on a form and presented in a manner acceptable to the Village.
4. The request for inspection shall further be accompanied by a sworn contractor's statement and appropriate lien waivers showing that all work in place and for which a reduction in the Security is requested has been fully paid for or that all mechanic's or other liens have been waived.
5. Upon receipt of the required documentation, the Village shall conduct its inspection and certify to the financial institution issuing any letter of credit the dollar value of the work completed to the date of the request for inspection and since the last Village certification, provided the Village finds that the work has been completed in a good and workmanlike manner and in compliance with the Approved Plans, Specifications and Ordinances, that no mechanic's or other liens will attach to the Subject Property or to any property of the Village as a result of the installation of the Public Improvements and that the Developer's engineer's estimate of the dollar value of the work completed and the cost to complete the remaining Public Improvements are reasonable. Based upon those findings, the Village Director may approve a reduction in the Security so long as the balance remaining in the Security is at least equal to one hundred twenty-five percent (125%) of the cost to complete the remaining Public Improvements.

C. Release of Security Upon Completion.

Upon final completion of all of the Public Improvements, the acceptance by the Village of the condominium and posting of any required warranty or maintenance bond security, the then remaining balance of the Security shall be released by the Village and returned, provided all fees and costs due and owing to the Village are fully paid pursuant to all applicable ordinances.

D. Return of Excess Proceeds After Default.

In the event of default and the draw upon any cash deposit or Letter of Credit, should any of the Security funds remain in the possession of the Village after all of the Public Improvements have been completed in a good and workmanlike manner and in accordance with the Approved Plans, Specifications and Ordinances, the condominium accepted in accordance with this Agreement, all warranty or maintenance obligations satisfied and all fees, costs and expenses of the Village, including, but not limited to, reasonable attorney's fees (including attorney's fees owed to the Village of Hartland under ¶ VII(A) of this Agreement), engineering fees, consultant fees or other out-of-pocket expenses incurred in completing the Improvements, in releasing liens thereon in paying for work completed prior to default are paid, or other costs incurred as a result of the default of Developer, then any remaining balance shall be returned to the Developer, subject to any claim to said funds exerted by any financial institution issuing any Letter of Credit given as Security.

E. Proof of Financial Responsibility.

For each Phase of Development, Developer shall provide to the Village a letter from a responsible lending institution verifying that Developer is capable of obtaining adequate financing to complete the Project. Such verification shall be delivered within ninety (90) days of the execution of this Agreement or this Agreement shall be null and void. For subsequent phases, a verification letter must be provided under the provisions of this section prior to commencement of construction or this Agreement shall be voidable at the sole option of the Village of Hartland.

Section VIII Guarantee of Public Improvements.

A. Guarantee.

Developer guarantees that all materials and workmanship furnished are first class and as specified and that the Public Improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance by the Village.

B. Guarantee Security.

Developer shall furnish to the Village by phase per Section III A, prior to final acceptance of the Improvements by the Village, guarantee security in the form of a cash deposit or letter of credit, equal in the aggregate to ten percent (10%) of the total final cost of all Public Improvements, which guarantee security will be retained for a period of twelve (12) months after the final acceptance of the Public Improvements as security for the Developer's guarantee that the workmanship and materials furnished are first-class and as specified, and that the Improvements are and will remain in good and sound condition for and during the twelve-month period from and after their acceptance.

C. Obligation to Repair.

The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the Developer's guarantee and shall leave the Public Improvements in good and sound condition, satisfactory to the Village at the expiration of the guarantee period.

D. Notice of Repair.

If during said guarantee period, the Public Improvements shall, in the reasonable opinion of the Village, require any repairs, replacements or renewals which in their judgment are necessitated by reason of settlement of foundation, structure or backfill, or other defective workmanship or materials, the Developer shall, upon notification by the Village of the necessity for such repairs or renewals, make such repairs or renewals, at its own cost and expense. Should the Developer fail to make such repairs or renewals within a reasonable time after notice has been sent as provided herein, or to fail to

start work within one (1) week after such notice, weather permitting, the Village may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the Village may draw upon said guarantee security to pay any costs or expenses incurred in connection with such repairs, replacements or renewals. Should the cost or expense incurred by the Village in repairing, replacing or renewing any portion of the Improvements covered by this guarantee exceed the amount of the guarantee security, then the Developer shall immediately pay any excess cost or expense incurred in the correction process.

E. Maintenance Prior to Acceptance.

1. All Public Improvements shall be maintained so they conform to the approved Plans and Specifications at the time of their acceptance by the Village. This maintenance shall include routine maintenance. In cases where emergency maintenance is required, such as sewer blockages, the Village shall have the right to complete the required emergency maintenance in a timely fashion and bill the Developer for all associated costs.
2. Street sweeping and dust suppression shall be done on a regular basis as needed to insure a safe roadway. Should the Developer fail to meet this requirement, Village may cause the work to be done and bill Developer on a time and materials basis. Said bill shall be paid immediately by the Developer.
3. Developer agrees to maintain erosion control measures for the duration of the project.

Section IX Method of Improvement.

The Developer hereby agrees to engage contractors for all work included in this agreement who are qualified to perform the work. The Developer further agrees to use materials and make the various installations in accordance with the approved plans and specifications made a part of this agreement by reference and including those standard specifications as the Village Board or its Commissions may have adopted and published prior to this date and in accordance with all existing applicable Village Ordinances and Wisconsin Statutes.

Section X Zoning.

The Village does not guarantee or warrant that the subject lands of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that, except as otherwise expressly stated within this Agreement, any rezoning that may take place shall not void this agreement.

Section XI Indemnification and Insurance.

A. Indemnification.

In addition to, and not the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer shall INDEMNIFY AND SAVE HARMLESS the Village, its officers, agents and employees, and shall DEFEND the same from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like, to whosoever result from or arise in the course of, out of, or as a result of the negligent performance of this agreement, the negligent construction or operation of improvements covered thereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, and the use of road improvements prior to their formal dedication to the Village.

In every case, where judgment is recovered against the Village if notice, and opportunity to defend, has been given to the Developer of the pendency of the suit within ten (10) days after its commencement, the judgment shall be conclusive upon the Developer not only as to the amount of damages, but also as to its liability to the Village.

B. Insurance.

The Developer shall maintain at all times, until the expiration of the guarantee period, insurance with minimum limits and coverage as shown below:

1. Worker's Compensation, including Occupational Disease, Insurance meeting the statutory requirements of the State of Wisconsin, and Employer's Liability insurance in an amount of at least Five Hundred Thousand Dollars (\$500,000.00).

2. Comprehensive liability Insurance providing limits for bodily injury and personal injury of One Million Dollars (\$1,000,000.00), combined single limit. The policy must include the Village and its agents, officers and employees as "ADDITIONAL INSURED" and provide premises, operations, elevators, damage, blanket contractual covering indemnities within contract documents, products and completed operations coverage and be endorsed as "primary and noncontributory" to any insurance of the additional insured, except from their sole negligence.
3. Comprehensive Automobile Liability Insurance, on occurrence basis, covering all owned, non-owned and hired vehicles with limits of liability equal to those set forth hereinabove.

C. Certificate of Insurance.

The Developer shall furnish to the Village certificates of insurance together with copies of all policies, evidencing the issuance of policies covering the above recited insurance requirements. All certificates of insurance must state that any material change in coverage or non-renewal or cancellation will be provided to the Village thirty (30) days prior to the effective date of any such change, non-renewal or cancellation. The form of the certificate of insurance will be subject to the reasonable approval of the Village. The certificate of insurance shall be delivered prior to the commencement of any construction activities pursuant to this Agreement.

D. No Limit on Liability.

It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of the Developer's responsibilities and liabilities pursuant to this Agreement or imposed by law.

Section XII Agreement for Benefit of Purchasers.

Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any unit or any interest in any unit or parcel of land in the condominium plat.

Section XIII Construction, Permits, Etc.

Subject to the provisions of ¶ V(E), Village shall issue such permits as are within its authority and join with Developer in obtaining such permits, resolutions and documents from other authorities having jurisdiction over the Project as may be necessary.

Section XIV General Conditions and Regulations.

All the provisions of the Village Ordinances relating to Condominiums and Planned Unit Developments are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provision of said ordinance and this Agreement.

Section XV Amendments.

The Village Board and the Developer, by mutual consent, may enter into a written agreement to amend this Development's Agreement at any regularly scheduled meeting of the Village Board of the Village of Hartland. The Village Board shall not, however, consent to an amendment until after first having received a recommendation from the Village Plan Commission.

Section XVI Exculpation of Village Corporate Authorities.

The parties mutually agree that the President and Board of Trustees of the Village, Waukesha County, Wisconsin, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

Section XVII Applicable Law.

This Agreement shall be construed and enforced under the laws of the State of Wisconsin. The provisions of the Zoning Code of the Village of Hartland are hereby incorporated by reference to the extent they are not inconsistent with the provisions contained herein for the purpose of confirming such obligations of the Developer as are required by the Zoning Code.

Section XVIII Assignment or Transfer of Rights Prohibited.

In no event may Developer assign or transfer any of its rights under this Agreement, nor may there be a transfer or exchange of any number of shares of stock pertaining to the Developer corporation or any other corporation which would constitute a transfer of majority voting control from the original group Shareholders of Developer existing at the time of the execution of this Agreement without the prior written consent of the Village of Hartland.

Section XIX Incorporation of Application Documentation.

All documentation submitted by the Developer and any of its shareholders or agents to the Village or any of its shareholders or agents to the Village or any of its reviewing subunits for its reliance thereon, is hereby incorporated by reference and made a part of this Agreement.

Section XX Review by Plan Commission and Village Board.

- A. 1. A review by the Plan Commission of Developer's performance under this Agreement shall be conducted on an annual basis and prior to commencement of construction of Phases subsequent to Phase I. A review by the Plan Commission of Developer's performance under this Agreement shall also be required as a condition precedent to any modification to the scope and scheduling of this Agreement. Where appropriate, and to the extent possible, the Plan Commission shall recommend approval of subsequent Phases and requests for modifications to this Agreement within thirty (30) days of submission. Recommendations to the Village Board of Trustees for approval of modification or subsequent Phases shall include a recommendation as to the time for completion to be allotted and Developer as a condition to approval shall execute an Addendum to this Agreement setting forth the time for completion of the Phase.
2. In the event of noncompliance by Developer with the provisions of this Agreement or the Code of Ordinances of the Village of Hartland, the Developer shall be given at least 15 days' written notice to appear before the Plan Commission to answer such charge(s) of

noncompliance. Such notice shall be mailed by first class mail to the Developer's last known address.

- B.
1. If the Plan Commission finds that the Developer has failed to comply with the provisions of this Agreement and the Plan Commission does not receive adequate assurance that the deficiencies will be remedied within a reasonable time as determined by the Plan Commission, it shall recommend to the Village Board appropriate action to secure compliance or that the approval of the Development plan be revoked.
 2. Upon receipt of a report from the Plan Commission that the Developer has failed to comply with the provisions of this Agreement, or in the event the Developer fails to provide proof of financial responsibility or Developer either fails to provide any insurance, performance bond or guarantee called for under this Agreement or the Village receives notice that said insurance, bond or guarantee has been canceled by the issuing institution, a public hearing shall be scheduled before the Village Board of Trustees.
 3. In the event the Board of Trustees votes to revoke its approval of the Development plan for this Project, no further building or occupancy permits shall be issued until Board approval has been reinstated in whole or in part.
 4. In the event Developer fails to remedy all deficiencies and obtain reinstatement of approval by the Board of Trustees within six (6) months of any revocation of Board approval or in the event Developer fails to complete the Project within the time frame set forth in this Agreement, the zoning of the site shall not be changed from the A-1, Agricultural zoning which was in effect prior to approval of the Planned Unit Development for this Project. All improvements to the site shall be permitted to exist as legal non-conforming uses, but no further development inconsistent with the previous zoning shall be permitted.

IN WITNESS WHEREOF, DEVELOPER AND VILLAGE have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original counter-parts the day and year first above written.

Carol B Hollenbeck
Carol Hollenbeck

Lee Hollenbeck
Lee Hollenbeck

Oak Tree Ridge, Inc.

Kean Kemnitz
Kean Kemnitz, President

Carol B. Hollenbeck
Carol Hollenbeck, Secretary

VILLAGE OF HARTLAND

David C Lamerand
David Lamerand, Village President

Attest to:

Karen M. Compton
Karen M. Compton, Finance Director/Clerk

Approved by:

Hector de la Mora
Hector de la Mora, Village Attorney
de la Mora & de la Mora

Drafted by Attorney Hector de la Mora.

Being a part of the NW 1/4 and a part of the SW 1/4 Section 2, T7N, R18E, Village of Hartland, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SW corner of the NW 1/4 of said Section 2; thence N.00°-18'-29"W., along the West line of and centerline of C.T.H. "E" (Maple Avenue), 736.61 to a point; thence N.86°-44'-04"E., 50.07 feet to a point lying on the easterly right-of-way line of C.T.H. "E" (Maple Avenue) and the place of beginning of the hereinafter described lands; thence continuing N.86°-44'-04"E., 444.93 feet to a point; thence N.00°-18'-29"W., 0.52 ft. to a point; thence N.86°-44'-04"E., 270.00 feet to a point; thence N.58°-49'-46"E., 320.00 feet to a point; thence N.36°-41'-04"E., 54.83 feet to a point; thence N.86°-44'-04"E., 22.08 feet to a point; thence S.00°-26'-40"E., 18.00 feet to a point; thence N.86°-44'-04"E., 230.00 feet to a point; thence S.00°-27'-34"E., 800.14 feet to a point; thence S.65°-19'-46"W., 401.66 feet to a point; thence S.37°-31'-23"W., 404.34 feet to a point; thence S.03°-15'-33"W., 217.02 feet to a point; thence S.31°-33'-51"W., 210.34 feet to a point; thence West, 27.50 feet to a point; thence N.28°-10'-00"W., 110.03 feet to a point; thence N.64°-29'-15"W., 95.04 feet to a point; thence N.83°-42'-15"W., 138.32 feet to a point; thence S.36°-03'-20"W., 166.30 feet to a point; thence West, 49.00 feet to a point; thence N.50°-57'-30"W., 112.51 feet to a point lying on the easterly right-of-way line of said C.T.H. "E"; thence N.00°-22'-04"W., along said easterly right-of-way line, 607.48 feet to a point lying on the North line of the SW 1/4 of said Section 2; thence N.00°-18'-29"W., along said easterly right-of-way line, 740.15 feet to the place of beginning. Said lands containing 1,458,477 square feet (33.48 acres).

PLANNED UNIT DEVELOPMENT AGREEMENT

EXHIBIT A