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DECLARATION

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DECLARATION OF CONDOMINIUM

Heitzer Inc., a Wisconsin Corporation (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act and that all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as CH Condominium (the "Condominium"). The address of the Condominium shall be 144 Fountain Ave., 200 Fountain Ave., 143 College Ave., 207 College Ave., Waukesha, WI 53186.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Waukesha County, Wisconsin, more particularly described as follows:

Lots 1, 2, 3 and 4 of Certified Survey Map No. 4425; recorded October 26, 1983 in Volume 35 of Certified Survey Maps on pages 170, 171 and 172 as Document No. 1234361, being a redivision of Lot 12 and part of Lots 13 and 14, College Hill Addition and part of the NE $\frac{1}{4}$ of Section 10, T6N, R19E, City of Waukesha, County of Waukesha, State of Wisconsin.

2. Description of Buildings. Four Buildings containing three units in each building is in the process of construction upon the land as depicted on the Condominium Plat filed for record in the office of the Register of Deeds for Waukesha County, Wisconsin, and incorporated herein by reference. The location of the buildings and units are depicted on Exhibit "A" attached. Condominium dwelling units in the buildings are called units.

The first building 200 Fountain Ave. contains three units which are designated as legally described freehold estates. Each unit has a one-car garage. All three units are similar and each unit occupies 3 floors. Access to all the units and their garages is from Fountain Ave. Three levels of the building can be seen from Fountain Ave. The land slopes upward a total of one floor level from Fountain Ave. going north. Units A and B floor levels are two feet lower than Unit C. The building is connected to municipal sewer and water and all utilities are underground.

The second building 144 Fountain Ave. contains three units which are designated as legally described freehold estates. Each unit has a one-car garage. All three units are similar and each unit occupies three floors. Access to all the units and their garages is from Fountain Ave. Three levels of the building can be seen from Fountain Ave. The land slopes upward a total of one floor level from Fountain Ave. going north. Units A and B floor levels are two feet lower than Unit C. The building is connected to municipal sewer and water and all utilities are underground.

The third building 207 College Ave. contains three units which are designated as legally described freehold estates. Each unit has a one-car garage. Units A and C are similar and all units occupy 3 floors. Access to all the units and their garages is from College Ave. Three levels of the building can be seen from west of the building. The land slopes upward a total of one floor level from west of the building to east of the building. The floor levels of all the units are the same. The building is connected to municipal sewer and water and all utilities are underground.

The fourth building 143 College Ave. contains three units which are designated as legally described freehold estates. Each unit has a one-car garage. Units B and C are similar except that Unit C is above Unit B. Unit B occupies one level, while Unit C has the living area on one level, with the garage and entrance on a different level. Unit A occupies two levels. Access to all the units and their garages is from College Ave. Two levels of the building can be seen from College Ave. The land surrounding the building is basically flat. The first floor of Unit A is even with the floor level of Unit B, while the second floor of Unit A is even with the floor level of the living area of Unit C. The building is connected to municipal sewer and water and all utilities are underground.

Each building is of block and wood frame construction with a combination brick and wood siding exterior finish including wood trim. Each unit is heated by a gas furnace and cooled with a central air conditioning unit. Each unit contains a dishwasher, stove, washer, clothes dryer, garbage disposal, refrigerator, "heatilator" fireplace, microwave oven above the stove, electrical fixtures and separate water heater.

The first and second buildings 200 Fountain Ave. and 144 Fountain Ave. will have carpeting in the living room, dining room, one-half bath, part of the full bath, bedrooms, stairs and the hall. There is linoleum in the Kitchen. There is ceramic tile in part of the full bath. The entrance area on the ground floor is wood parquet. The rest of the building is exposed concrete.

The third building 207 College Ave. Unit A will have carpeting in the living room, part of each bathroom, bedrooms, stairs and the hall. There is linoleum in the Kitchen. There is ceramic tile in part of each bathroom. The dining room area is quarry tile while the entrance area and hall on the ground floor is wood parquet. The rest of the unit is exposed concrete. Unit C is quite similar to Unit A except that entrance area is on the first floor and this area is part of the dining area and thus will be quarry tile. The ground floor in Unit C is all exposed concrete. Unit B in 207 College Ave. has the same floor schedule as the units in 144 and 200 Fountain Ave.

The fourth building 143 College Ave. will have carpeting in the living room, dining room, $\frac{1}{2}$ bath or dressing area, (depending on unit) part of the full bath, bedrooms, stairs and the hall.

There is linoleum in the Kitchen, utility room and washer/dryer room. There is ceramic tile in part of the full bath. The entrance area is wood parquet. The garages are exposed concrete.

3. Description of Units.

(a) A general description of each unit, including its perimeters, location, number of rooms and immediate common area to which it has access is shown by means of the set of floor plans included in the Condominium Plat and also depicted on Exhibit "B" attached.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

(i) The vertical boundaries of the unit shall be the plane of the inner surfaces of the drywall (being the first layer of double drywall as to common walls between units) or other wall material and the plane of the outside faces of doors and windows bounding a dwelling extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper and lower boundaries of a unit shall be:

(a) Lower boundary - the plane of the upper surface of the lower or first floor as to all units; and

(b) Upper boundary - the plane of the lower surface of the upper or second floor ceiling as to all units.

(c) Each unit shall have an easement between the exterior surface of the interior drywall and the interior surface of the exterior walls of the unit to facilitate the use of wall hangings or hanging objects.

(d) If any portion of the common or 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 or limited common elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of 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 shifting, settlement or lateral movement of the building 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 or common element.

4. Description of Common Elements. The common elements shall include all of the Condominium except its units and shall include,

but not be limited to, the following: land, walks, landscaped areas and facilities, driveways, parking areas, footings, foundations, roofs, main walls and all other supports of the building and those utility lines and portions of mechanical systems of each building (including an electrical closet) which are intended to serve more than one unit and including such other items on the property not within a unit as are designated as "common elements" in Section 703.02(2) of the Wisconsin Statutes, except for those areas designated as "limited common elements" in Section 703.02(10) of the Wisconsin Statutes and more specifically explained in paragraph 5 below. The use of the general common elements shall be as prescribed in the By-Laws.

The common elements shall be repaired and maintained by and at the expense of CH Condominium Owners Association, Inc., a Wisconsin nonstock, nonprofit corporation serving as the association of unit owners for the Condominium (the "Association"), as more fully described in the By-Laws of the Association (the "By-Laws").

5. Description of Limited Common Elements. The limited common elements for the building at 200 Fountain Ave. includes the drive and parking in front of each unit. For Unit A the limited common area extends around the corner of the building until the parking area for 207 College Ave. is reached. Unit A also has a limited common area consisting of a yard and patio behind the unit. Unit B has a limited common yard and patio to the rear of the unit besides the limited common area drive and parking in front of the building. Unit C has the limited common area extending from the parking and drive area around the corner of the building until the limited common area for Unit A of 207 College Ave. is reached. This limited common area also includes a patio and yard to the rear of Unit C. For further clarification refer to Exhibit A.

The limited common elements for the second building 144 Fountain Ave. includes the drive and parking in front of each unit. For Unit A the limited common area extends around the corner of the building until the south wall of 143 College Ave. is reached. Unit A also has a limited common area consisting of a yard and patio behind the unit. Unit B has a limited common yard and patio to the rear of the unit besides the limited common area drive and parking in front of the building. Unit C has the limited common area extending from the parking and drive area around the corner of the building until the parking area for 143 College Ave. is reached. This limited common area also includes a patio and yard to the rear of Unit C. For further clarification refer to Exhibit A.

The limited common elements for Unit A of 207 College Ave. consists of the yard and patio to the rear of Unit A (to the east). The limited common elements of Unit B of 207 College Ave. likewise consist of the yard and patio to the rear of the Unit. The limited common elements of Unit C of 207 College Ave. consist of the steps up to the entrance to the building and extending around the corner of the building and include the yard and patio to the rear of Unit C. For further clarification refer to Exhibit A.

The limited common elements for Unit A of 143 College Ave. consist of a yard and patio to the rear (west) of the unit plus an area in front (east) of the unit. The limited common elements for Unit B of 143 College Ave. consist of a yard extending the length of the north side of the unit abutting the limited common area of Unit A to the south and the common area to the north. For further clarification refer to Exhibit A.

The uses of the limited common elements shall be as prescribed in the By-Laws.

6. Percentage Interests, Voting and Assessments.

(a) The undivided interest in the common elements (including limited common elements) appertaining to each unit is as follows: Each unit 8.3%.

(b) There shall be one vote appertaining to each unit.

(c) Common expenses shall be assessed in equal shares based upon the number of units in the Condominium, with one share assessed to the owners of each unit collectively.

7. Residential Use and Restriction on Sale. Each unit and every owner of a unit shall be subject to the following restrictions, covenants and conditions:

(a) The unit shall be occupied and used only for private dwelling purposes and for no other purposes. Occupancy of each unit shall be limited to:

- (i) No more than three (3) persons per unit;
- (ii) No more than (1) child under 16 years of age;
- (iii) One pet (dog or cat only, not to exceed 25 pounds) which shall be permitted only in the owner's unit and adjoining limited common area. No pet shall be allowed in a unit occupied by a child under 16 years of age. No pets shall be allowed in a unit occupied by three (3) persons.

After completion of a unit, the Declarant may lease a unit, but after fee title to a unit has been conveyed by the Declarant to an owner, it may not thereafter be leased except for a term of not less than six (6) months. The foregoing restriction related to the minimum lease term shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of foreclosure, except such restriction shall apply again when the purpose for such transfers has been completed. Any occupant of a unit with the authority of the owner shall comply with all of the duties imposed thereunder on the owner. No units may be subdivided or rooms in any unit rented or transient tenants accommodated.

(b) No owner or occupant shall cause or permit the general common elements to be so used as to deny the other owners or occupants the full use of such areas. All walks, driveways and parking areas shall be kept clean and orderly and free of grills, tools, and unattended objects and like items. Loitering on walkways and driveways shall not be permitted. No owner or occupant shall within his unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other owners, including the use of musical instruments, television or radios at such times, or in such volumes of sound, as to be objectionable to other owners or occupants. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. None of the above materials shall be consumed by fire in incinerators, open fires, fireplaces, or elsewhere. No structure, house trailers, campers, recreational vehicles, boats, trucks, trailers, tents or shacks, temporary or otherwise, shall be placed or maintained on any of the general or limited common elements, nor shall any clothes hangers or clotheslines be placed or maintained on such common elements.

8. Service of Process. The initial resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at 132 Hartman Pl., Waukesha, Wisconsin 53186, as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

9. Damage or Destruction. In the event of fire, casualty, or any other disaster affecting one (1) or more of the units, the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition that it was in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association and shall commence promptly.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) per cent of the cost of the reconstruction and repair, then the damaged premises shall be reconstructed or repaired by the Association with the insurance proceeds and all the condominium owners of the CH Condominium homes shall be assessed for the deficiency. The provisions of Article 10 shall apply to all sums assessed for any deficiency.

If the insurance proceeds are less than ninety (90%) per cent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within forty five (45) days from the date of the fire, casualty, or disaster. The affirmative vote of one hundred (100%) per cent of the members of the Association shall be required in order to reconstruct or repair the building, and upon such decision, the owners shall assess, collect and apply sums necessary for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within the forty five (45) day period, then the provisions of Section 703.18, Wisconsin Statutes, shall apply, subjecting the Condominium to partition and sale.

10. Assessments. Assessments shall be made against and collected from the unit owners for common expenses pursuant to the By-Laws of the Association and each unit owner shall be liable for the common expenses as set forth therein; provided that as long as the Declarant is the owner of a unit, the Declarant shall not be responsible for any assessment which may be levied by the Association against any unit owned by the Declarant unless the unit is being leased by the Declarant. All assessments or installments thereof when due shall be both the debt of the unit owner and a lien on the unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common or limited common element or by the abandonment of the unit for which the assessments are made. The lien for unpaid assessments shall also secure reasonable attorneys' fees and other costs of collection incurred by the Association incident to the collection of such assessment or enforcement of such lien and interest at the highest rate provided by law. Enforcement hereof shall be pursuant to Section 703.16 of Wisconsin Statutes.

If at the time the Declarant transfers control of the Association to the unit owners, any maintenance fees or assessments are outstanding and unpaid, or any advancements by the Declarant to the Association have not been repaid, the Declarant shall deduct any of such amounts from monies on deposit with the Association plus interest at rate or rates equal to the prime rate charged by the First National Bank of Waukesha computed from the date of the advancement by Declarant, but not in excess of a rate allowed by law.

Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the records of ownership of the Association. The Board of Directors at the request

of any mortgagee or prospective purchaser of any unit or interest herein shall report to such person the amount of any assessments against such unit then due and unpaid.

The Association shall notify the holder of a mortgage on any unit, if such mortgagee's name and address have been provided to the Board of Directors, of any assessments levied pursuant to the By-Laws which become delinquent for a period in excess of thirty (30) days and in any other case where the owner of such unit is in default with respect to the performance of any other obligation which is provided for in this Declaration or the Association By-Laws or any amendments thereto, for a period in excess of thirty (30) days.

11. Association of Unit Owners. The Declarant shall establish an Association to govern the Condominium, not later than the date of the first conveyance of a unit to a purchaser. The affairs of the Condominium shall be governed by the Association and it shall be considered a legal entity for all purposes. All of the general common elements and limited common elements in condominium status shall be administered, managed and operated by a non-profit corporation organized under Chapter 181 of the Wisconsin Statutes, known as CH Condominium or any other suitable name, hereinafter referred to as the "Association" and in accordance with the By-Laws of the Association. After its organization, the membership of the Association shall, at all times, consist exclusively of all the unit owners. Each owner of a unit shall be a member of the Association and entitled to one vote for each unit owned. Membership shall exist concurrently with the ownership and shall terminate when ownership of the fee title terminates. Until the Association is established, the Declarant has the power and responsibility to act in all instances where action is required by the Association or its officers. Except as provided hereunder, the Declarant may appoint or remove the officers of the Association or exercise the powers and responsibilities otherwise assigned to the Association or its officers. The Declarant may not exercise control of the Association for a period exceeding the earlier of three (3) years, or thirty (30) days after the conveyance of seventy-five (75%) per cent of the common element interests to purchasers. The control period shall begin to run on the date the first condominium unit is conveyed by the Declarant, to any person other than the Declarant. So long as there are no other unit owners, the Declarant may amend the Declaration to increase the scope or period of Declarant's control.

Prior to the conveyance of twenty-five (25%) per cent of the common element interest to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least twenty-five (25%) per cent of the directors. Prior to the conveyance of fifty (50%) per cent of the common element interest to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third (33 1/3%) per cent

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of the directors. Not later than forty-five (45) days after expiration of Declarant's control, the Association shall hold a meeting and the unit owners shall elect a board of at least three (3) directors. For this paragraph, unit owners shall include equitable owners as well as legal owners. The powers and duties of the Association, its directors and officers, shall include those set forth in this Declaration, in the Articles of Incorporation and the By-Laws of the Association.

12. Further Matters.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles") and the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) Rules and regulations (in addition to the By-Laws) concerning the use of the units and the common and limited common elements, including provisions limiting the operation of snowmobiles, minibikes, etc., may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(c) The Declarant hereby reserved for the Association acting by and in the discretion of its Board of Directors, the right to grant to any municipality of the State of Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water and for performing any public or quasi-public utility function that said Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements may include necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(d) The Board of Directors of the Association shall obtain and continue in effect replacement cost all risk insurance

coverage to the full insurable value of the condominium buildings and other improvements on the property. The insurance shall be for the benefit of the Association and the owners and their mortgagees as their interests may appear; provided, however, that all proceeds payable by reason of the insurance shall be paid to the Association as trustees for the owners and their mortgagees for the express purposes of reconstruction and repair as provided in Article 9 hereof, or if it is determined in the manner as provided in Article 9 hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article 9 hereof. The foregoing provisions of this Article are without prejudice to the right of any owner to obtain individual unit insurance; provided, however that no owner shall be entitled to exercise his right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this Article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association. The insurance policies shall, if obtainable without additional cost, contain a provision requiring the company to notify each first mortgagee of a unit, thirty (30) days in advance of cancellation of the policy.

(e) Subject to Article II of this Declaration, Section 703.15 of the Wisconsin Statutes, and such other requirements provided by law, until such time as Declarant has transferred one unit to a purchaser, the Declarant:

(i) Shall have the right to appoint the members of the Board of Directors of the Association, to amend the Declaration and to amend the By-Laws;

(ii) May, but shall not be obligated to, manage and operate the condominium property, and may, subject to Section 703.35 of the Wisconsin Statutes, enter into contracts for the management of the condominium property with entities associated with the Declarant upon such terms and conditions as Declarant, in his sole discretion, deems reasonable;

(iii) Shall have reserved unto himself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(iv) Shall have the right to make alterations and changes to the design, location and exterior materials of the building and to alter and change the interior materials and the interior arrangement of any unit.

(f) The invalidity of any provision contained in this Declaration by judgment or Court Order, or otherwise, shall not affect any other provisions herein contained. If this Declaration in any way conflicts with the mandatory requirements of Section 703 of Wisconsin Statutes then the Declaration is amended to comply.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

Whenever used herein, unless the contents 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.

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association shall be sufficient if given to one owner of a unit regardless of the number of owners who have an interest therein and to mortgage holders who have recorded their interest with the Secretary of the Association of Unit Owners. Notices and other documents to be served upon the Declarant shall be given pursuant to Article 8. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice.

(g) The Declarant, for himself and his successors and assigns, reserves the right of entry to each unit by himself or his agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the owner or occupant of the unit is present or not and, upon prior request and at times convenient for the owner or occupant, to make installations, alterations or repairs.

The Declarant further reserves to the Association a right of way over, upon and through the entrance area, and living area of the units in the building to the attic access for the purpose of providing access thereto. The right of way shall only be used by the Association's agents, servants, or employees for the purpose of improving, altering, repairing or maintaining the attic and roof of each building. Unless required for emergency, in which case access shall be immediate, the use of the right of way shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday with twenty-four (24) hours notice.

(h) Responsibility for the maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

(i) The owner of each unit shall maintain in good condition and repair all of the components or installations within or appertaining to the unit, including, but not limited to, all utility lines and installations, the air conditioning and heating system, the water heater, dishwasher, range hood, garbage disposal, vent fans, door bell stations and buzzers, fixtures, appliances, equipment, interior walls, partitions, flooring, ceiling, doors and windows, and fire alarm and horns. The owner of each unit may paint and decorate the interior of the perimeter walls and all sides of interior walls and surfaces within the unit in such manner as he may desire.

(ii) The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundation, roof, exterior and other main walls and structural supports, utility lines, pipes, supply lines, waste lines utilized in common and not owned by the City of Waukesha, and all of the general and limited common elements exterior to the building, but not the windows, unit entrance doors or hardware thereon, it being the obligation of the owner of the particular unit to maintain such facilities provided, however, the exterior surfaces of the window frames and entrance doors shall be painted by the Association whenever the exterior is repainted.

(iii) An owner of a unit shall make no changes within his unit which will weaken or tend to weaken the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

(iv) An owner of a unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the unit. No owner, except the Declarant for purposes connected with the sale of the unit, may erect, post or display posters, signs or advertising materials in or about the common elements of the property. No awnings, enclosures, or covering of any type shall be installed on the balcony nor shall the balcony be used for the storage of grills, bicycles, or for the handling or drying or airing of laundry, carpets, rugs or clothing. No grilling is permitted which will cause discomfort to others by reason of smoke or ash or which may create a fire hazard.

(v) Except as reserved to the Declarant, the Association shall not make alterations to the exterior of the building or make any other alterations or additions outside the area of any unit without the unanimous vote of the unit owners.

13. Additional Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in Section 8 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors of the Association shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors of the Association shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner; and

(iii) The Board of Directors of the Association shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding \$2,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding \$5,000.

14. Amendments to Declaration. Subject to the Declarant's rights, this Declaration may be amended from time to time by the affirmative vote of not less than seventy-five (75%) per cent of all unit owners. Any amendment to the Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded with the Register of Deeds, and shall not become effective until recorded in the office of the Register of Deeds for Waukesha, Wisconsin.

15. Consent. Continental Savings and Loan Association hereby consents to this Declaration and signs it the same as holder of Title of the Land subject to this Declaration and more particularly described in Article I for security for loan to be made by Continental Savings and Loan Association to Heitzer Inc.

IN WITNESS WHEREOF, this document has been executed this 23rd
day of August, 1984

Heitzer Inc., Declarant

by Michael J. Heitzer
Michael J. Heitzer
President

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me Gurr E. Melts the undersigned officer, personally appeared Michael J. Heitzer who acknowledged himself to be the President of Heitzer Inc. and that he as such officer being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Marvin M. Gutik
Notary Public State of Wisconsin
My Commission: 10-5-86

The undersigned Continental Savings and Loan Association hereby consents to the Declaration and signs the same as holder of title for security purposes.

IN WITNESS WHEREOF, this document has been executed this
15th day of August 1984.

Continental Savings and Loan
Association

By:

By: William P. Podewils
William P. Podewils, President

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me ~~Curt R. Meitz the undersigned~~
~~officer~~ personally appeared William P. Podewills who acknowledged
himself to be President of Continental Savings and Loan Association
and he as such officer authorized to do so executed the foregoing
instrument for the purposes contained therein by signing the
name of the Association by himself as President.

Arvid D. Hach
Notary Public
My Commission expires 8/25/84

This instrument was drafted by Curt R. Meitz

Attorney Curt R. Meitz
Suite 412
230 W. Wells St.
Milwaukee, WI 53203

1293062

1293062

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS.
RECORDED ON

REEL 667 IMAGE 852

1985 APR 19 PM 1:11

CH CONDOMINIUM

662 852
FIRST AMENDMENTS TO DECLARATION OF CONDOMINIUM

REGISTER OF DEEDS

PB 70
11

WHEREAS, Heitzer, Inc. (the Declarant) as Declarant and pursuant to the Wisconsin Condominium Ownership Act executed a Declaration of Condominium dated August 15 and 23, 1984, affecting certain property in Waukesha County, Wisconsin (the Declaration) and caused the Declaration to be recorded on August 23, 1984 in the Office of the Register of Deeds for Waukesha County, Wisconsin, on Reel 628 at Images 440 through 468 inclusive as Document No. 1269380 and

WHEREAS, Article 10 of the Declaration entitled Assessments commencing with Line 4 and ending by the first word of line 7 of said article stated "provided that as long as the Declarant is the owner of a unit the Declarant shall not be responsible for any assessment which may be levied by the Association unless the unit is being leased by the Declarant.

WHEREAS the first sentence of Article 14 of the Declaration entitled Amendments to Declaration stated that "subject to the Declarant's rights this Declaration may be amended from time to time by the affirmative vote of not less than 75% of all unit owners.

NOW, THEREFORE, the following portions of the Declaration are hereby amended:

Article 10 of the Declaration entitled Assessments is amended by deleting the following language from said Article commencing at line 4:

"provided that as long as the Declarant is the owner of a unit Declarant shall not be responsible for any assessment which may be levied by the association unless the unit is leased by the declarant.

The first sentence of Article 14 of the Declaration entitled Amendments

REEL 667 IMAGE 853

IN WITNESS WHEREOF this document has been executed this 11 day of March 1995.

March, 1985.

By Michael J. Heitzer
Michael J. Heitzer
President

By Marguerite Heitzer
Marguerite Heitzer
Secretary

State of Wisconsin)
Milwaukee County) ss.

Personally came before me this 11th day of MARCH, Michael J. Heitzer and Marguerite Heitzer who acknowledged themselves to be the President and Secretary of Heitzer, Inc. and that they are such officers being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as President and Secretary.

Curt R. Meitz
Notary Public, State of Wisconsin
My commission: PERMANENT

REEL 667 WISE 854

March 11, 1985
Date

Michael J. Heitzer
Michael J. Heitzer

March 16, 1985
Date

Marguerite Heitzer
Marguerite Heitzer

March 11, 1985
Date

Evelyn Schuetze
Evelyn Schuetze

3/16/85
Date

Richard Heitzer
Richard Heitzer

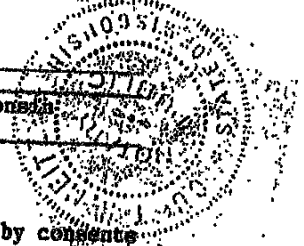
March 11, 1985
Date

Reinhard Hein
Reinhard Hein

State of Wisconsin)
)
Milwaukee County)

Personally came before me on the dates affixed next to their signatures, Michael J. Heitzer, Marguerite Heitzer, Evelyn Schuetze, Richard Heitzer, Reinhard Hein, known to me as all the unit owners of CH Condominium other than Continental Savings and Loan Association and collectively with Continental Savings and Loan Association to be at least 75% of the unit owners of CH Condominium and known to me to be the persons whose names subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Curt R. Meltz
Curt R. Meltz
Notary Public, State of Wisconsin
My commission: Permanent



The undersigned Continental Savings & Loan Association hereby consents

PFE: 667 WISE 855

to the Amended Declaration and signs the same as title holder of 58.33% of CH Condominium and as mortgagee to the units owned by Richard Heitzer, Marguerite Heitzer and Michael J. Heitzer.

IN WITNESS WHEREOF, this document has been executed this 29th day of March, 1985.

CONTINENTAL SAVINGS AND LOAN ASSOCIATION

By William P. Podewils
William P. Podewils, President

Avis D. Hackbert
Avis D. Hackbert, Secretary

State of Wisconsin)
) ss.
Milwaukee County)

Personally came before me this 29th day of March, 1985, William P. Podewils and Avis D. Hackbert who acknowledged themselves to be the President and Secretary of Continental Savings and Loan Association and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by themselves as President and Secretary.

Lynn M. Olsen
Notary Public, State of Wisconsin
My commission: Expires January 25, 1987

This instrument was drafted by
Atty. Curt R. Meitz.

Return to:
Heitzer, Inc.
1634 S. Sunnyslope Road
New Berlin WI 53151

1704353

AMENDMENT OF DECLARATION
OF C H CONDOMINIUM

THE UNDERSIGNED DECLARANT OF C H CONDOMINIUM, a Condominium organized and existing under the Laws of the State of Wisconsin, pursuant to written consent of the Unit Owners of C H Condominium and pursuant to their direction, do hereby declare and amend the present the original Declaration of Condominium of C H Condominium, as the same may have been previously amended, as follows:

That Paragraph 7, subparagraph (a)(ii), which limits the number of children, as a class, who may occupy a condominium unit to one, shall be deleted;

That Paragraph 7, subparagraph (a)(iii), shall be amended to delete therefrom the following sentence:

"No pet shall be allowed in a unit occupied by a child under the age of 16 years."

All the remaining portions of such subparagraph shall remain in force and effect.

HEITZER, INC., Declarant

By Michael J. Heitzer
Michael J. Heitzer, President

Signature of Michael J. Heitzer, President of Heitzer, Inc., a Wisconsin Corporation, Declarant of C H Condominium, authenticated by me this 20 day of January, 1992.

F.M. Van Hecke
F.M. Van Hecke, Member, State Bar of Wisconsin

Drafted by : F.M. Van Hecke
Please Return to : F.M. Van Hecke
330 East Kilbourn Ave.
Milwaukee WI 53202

1704353

REGISTERED OFFICE
WAUKESHA COUNTY, WIS
1992 FEB -7 PM 3:13
RECEIVED 1419/10739
Michael J. Heitzer

10:286 JUN 17 8

Amendment to CH Condominium

Document Title



WC3580512-009

3580512

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

06-17-2008 2:57 PM

MICHAEL J. HAGSLINGER
REGISTER OF DEEDS

REC. FEE: 20.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 9

Recording Area

Name and Return Address

Pat Schober
405 N Calhoun Road, Suite 101
Brookfield, Wisconsin 53005

Lots 1, 2, 3, and 4 of Certified Survey Map No. 4425, recorded October 26, 1983 in Volume 35 of Certified Survey Maps on pages 170, 171 and 172 as Document No. 1234361, being a redivision of Lot 12 and part of Lots 13 and 14, College Hill Addition and part of the NE 1/2 Section 10, T6N, R19E, City of Waukesha, County of Waukesha, State of Wisconsin.

Parcel Identification Number (PIN)

008719

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

111287 JUN 17 8

**AMENDMENT TO CH CONDOMINIUM
DECLARATION OF CONDOMINIUM**

The undersigned Declarant of CH Condominium, a condominium organized and existing under the laws of the State of Wisconsin and pursuant to a Declaration of Condominium (including any and all Amendments thereto) originally recorded on August 23, 1984 in the Office of the Register of Deeds for Waukesha County on Reel 628 at Images 440-468 inclusive as Document No. 1269380, does hereby amend said Declaration of Condominium pursuant to the provisions of the original Declaration:

1. The legal description of the property subject to said Declaration of Condominium is set forth on the attached cover page.
2. The final paragraph of Article 7(a) shall be amended to delete the following: *After completion of a unit, the Declarant may lease a unit, but after fee title to a unit has been conveyed by the Declarant to an owner, it may not thereafter be leased except for a term of not less than six (6) months.*
3. The final paragraph of Article 7(a) shall be amended to begin with the following: *After August 26, 2007, no unit may be leased to a non-owner except as set forth in this paragraph. This Amendment shall not apply to any units that are subject to a lease on August 26, 2007 until the unit is sold. Any unit owner who is "grandfathered" pursuant to this paragraph, shall advise potential purchasers that the unit must be owner-occupied. Any subsequent leases for units that are subject to a lease on August 26, 2007 shall be for a term of not less than six (6) months.*
4. All remaining portions of Article 7(a), as amended, shall remain in full force and effect.

111288 JUN 17 8

IN WITNESS WHEREOF the undersigned executes this Amendment with the written approval of at least 75% of the owners of the units in CH Condominium, as required by the Declaration of Condominium.

Dated this 26th day of August, 2007.

Sharon Klein
Sharon Klein, President

Cathy Atkin
Cathy Atkinson, Treasurer

Karen Evans
Karen Evans, Secretary

Ron Schwingle
Ron Schwingle, Member at Large
Schwingle
CW

Subscribed and sworn to before me
this 26th day of August, 2007.

Cheri A. Nagan
Cheri A. Nagan
Notary Public, State of Wisconsin
My Commission expires: 6/20/2010



This instrument was drafted by Attorney Patricia A. Schober, State Bar No. 1016432

109289 JUN 17 8

CONSENT TO AMENDMENT OF DECLARATION

We, the undersigned owners of at least seventy-five percent of the units in CH Condominium, and their mortgagees if applicable, do hereby consent to the Amendment to the Declaration of Condominium in the form attached hereto

IN WITNESS WHEREOF we have hereunto set our signatures to this document on and between the 27th day of August and this 27th day of August, 2007.

Cheri A. Nagan
Name: Cheri A. Nagan
Owner of Unit 207 B

Cheri A. Nagan
Mortgagee: Cheri A. Nagan
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Subscribed and sworn to before me
this 27 day of AUGUST, 2007.

Cynthia Fryjoff
Notary Public, State of Wisconsin
My Commission expires: 7-26-09

CYNTHIA FRYJOFF
NOTARY PUBLIC
STATE OF WISCONSIN

17 290 JUN 17 2007

CONSENT TO AMENDMENT OF DECLARATION

We, the undersigned owners of at least seventy-five percent of the units in CH Condominium, and their mortgagees if applicable, do hereby consent to the Amendment to the Declaration of Condominium in the form attached hereto

IN WITNESS WHEREOF we have hereunto set our signatures to this document on and between the 20th day of August and this 20th day of August, 2007.

Hertzer Family Ltd Partnership

Name: Michael J. Hertzer Mortgagee: None

Owner of Unit 144 (S) Fountain Ave By: Waukegan, WI

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____



Subscribed and sworn to before me
this 20 day of AUGUST, 2007.

Gregory L. Huber

Notary Public, State of Wisconsin

My Commission expires: 4/10/2011

GREGORY L. HUBER

SUBSCRIBER SWORN TO ME
AS MICHAEL J. HERTZER AGENT
FOR THE HERTZER FAMILY LTD. PARTNERSHIP.

JUN 17 2008

CONSENT TO AMENDMENT OF DECLARATION

We, the undersigned owners of at least seventy-five percent of the units in CH Condominium, and their mortgagees if applicable, do hereby consent to the Amendment to the Declaration of Condominium in the form attached hereto

IN WITNESS WHEREOF we have hereunto set our signatures to this document on and between the 26 day of August and this 26 day of August, 2007.

Michael Koethen
Name: Michael Koethen
Owner of Unit 113C

Michael Koethen
Mortgagee: Michael Koethen
By: _____

Ron Schmigel
Name: Ron Schmigel
Owner of Unit 200C

Not Mortgaged
Mortgagee: _____
By: Ron Schmigel

Karen Evans
Name: KAREN EVANS
Owner of Unit 202A

Karen Evans
Mortgagee: KAREN EVANS
By: _____

Harry Wild
Name: HARRY WILD
Owner of Unit 207C

NOT Mortgaged
Mortgagee: _____
By: Harry Wild

Stacy Hackel
Name: Stacy Hackel
Owner of Unit 144A

Stacy Hackel
Mortgagee: Stacy Hackel
By: _____

Sharon R. Klein
Name: Sharon R. Klein
Owner of Unit 143A

Sharon R. Klein
Mortgagee: Sharon R. Klein
By: _____

Subscribed and sworn to before me
this 26 day of August, 2007.

Cheri A. Nagan
Notary Public, State of Wisconsin
My Commission expires: 6/20/2010



1711:292 JUN 17 2007

CONSENT TO AMENDMENT OF DECLARATION

We, the undersigned owners of at least seventy-five percent of the units in CH Condominium, and their mortgagees if applicable, do hereby consent to the Amendment to the Declaration of Condominium in the form attached hereto

IN WITNESS WHEREOF we have hereunto set our signatures to this document on and between the 26th day of August and this 26th day of August, 2007.

Nick Serima
Name: NICK SERIMA
Owner of Unit 143 B

Not Mortgaged
Mortgagee: _____
By: _____

Cathy Atkinson
Name: Cathryn Atkinson
Owner of Unit 144 B

Cathy Atkinson
Mortgagee: Cathryn Atkinson
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

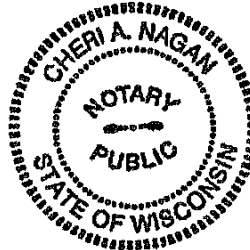
Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Subscribed and sworn to before me
this 26th day of August, 2007.

Cheri A. Nagan
Notary Public, State of Wisconsin
My Commission expires: 6/10/2010



104-293 JUN 17 8

CONSENT TO AMENDMENT OF DECLARATION

We, the undersigned owners of at least seventy-five percent of the units in CH Condominium, and their mortgagees if applicable, do hereby consent to the Amendment to the Declaration of Condominium in the form attached hereto

IN WITNESS WHEREOF we have hereunto set our signatures to this document on and between the ____ day of _____ and this ____ day of _____, 2007.

Shelly
Name: SHAFERZ ALBAIG Mortgagee: _____
Owner of Unit 2003 By: _____

Name: _____ Mortgagee: _____
Owner of Unit _____ By: _____

Name: _____ Mortgagee: _____
Owner of Unit _____ By: _____

Name: _____ Mortgagee: _____
Owner of Unit _____ By: _____

Name: _____ Mortgagee: _____
Owner of Unit _____ By: _____

Name: _____ Mortgagee: _____
Owner of Unit _____ By: _____

Subscribed and sworn to before me
this 9th day of JAN, 2007.

Wanda J. Campbell
Notary Public, State of Wisconsin
My Commission expires: 08-08-10

10:294 JUN 17 2007

CONSENT TO AMENDMENT OF DECLARATION

We, the undersigned owners of at least seventy-five percent of the units in CH Condominium, and their mortgagees if applicable, do hereby consent to the Amendment to the Declaration of Condominium in the form attached hereto

IN WITNESS WHEREOF we have hereunto set our signatures to this document on and between the ____ day of _____ and this ____ day of _____, 2007.

Richard Peinle
Name: Richard Peinle
Owner of Unit A

Richard Peinle
Mortgagee:
By: Richard Peinle

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Name: _____
Owner of Unit _____

Mortgagee: _____
By: _____

Subscribed and sworn to before me
this 21 day of October, 2007.

Cheri A. Nagam
Notary Public, State of Wisconsin
My Commission expires: 6/20/2010

