

SECTION 2

DECLARATION

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SECTION 2

DECLARATION OF DELAFIELD COUNTRY AIRE CONDOMINIUMS

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

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. The Property contains five (5) residential multi family buildings (the "Buildings") containing a total of seventy two (72) residential dwelling units, nine (9) garages, containing seventy two (72) limited common element garages appurtenant to residential dwelling units, and two (2) nonresidential garage units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

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

The name of the Condominium shall be "Delafield Country Aire Condominiums." The addresses of the Condominium are as set forth on attached Exhibit C.

This Declaration does not contemplate an "expandable condominium" as defined in Section 703.02(9) of the Wisconsin Statutes.

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

(INSERT RECORDING INFORMATION HERE)

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Seventy-two (72) separate residential freehold estates and two (2) non-residential freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

- a. Buildings A, B, D and E each contain sixteen residential Units on two floors; and Building C contains 8 residential Units on two floors. The Units generally contain either one or two bedrooms, bath, living room, foyer, and kitchen with dinette.
- b. Garage A contains two non-residential garage Units.
- c. The perimeter boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit.
- d. The lower and upper boundaries shall be: (i) lower boundary the plane of the upper surface of the base level floor of the Unit; and (ii) upper boundary the plane or planes of the interior undecorated ceiling of the Unit. If the ceiling in the Unit is of varying heights, the upper boundaries shall vary accordingly.
- e. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of each Unit.
- f. Each Unit also includes all portions of the plumbing, heating, electric, natural gas, air conditioning, cable, telecommunications and other systems (including the individual furnace/AC unit, water heater, compressors, components, pipes, wires, conduits, ducts, utility meters, and the like) serving only that Unit even if located partially outside the boundaries of the Unit.

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

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

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

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

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

The Units, their respective designations and locations within the Buildings located or to be located on the Property and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each residential Unit shall be separately metered for utilities, including electricity, electric service to that Unit's Garage Limited Common Element, and gas. Non-residential Units are not and will not be separately metered.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below. Additionally, there is a private water system serving the Condominium which is a General Common Element, the costs of which shall be a common expense of the Condominium.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are generally reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside stoop, patio, porches, deck, or balcony, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit as shown on the floor plans appended hereto as Exhibit D, the parking spaces in the garages as shown on Exhibit C appended hereto, if any, and such portion of the Common Elements on which is located any part of the air conditioning or heating system exclusively serving a particular Unit or Units. No Limited Common Element may be leased, sold or otherwise transferred, by any Unit owner or occupant, except with regard to Garage Limited Common Elements as provided below.

GARAGE LIMITED COMMON ELEMENTS

1. Permitted Use. A Unit owner with access and use of a Garage Limited Common Element under this Declaration shall have the exclusive use of such Garage Limited Common Element for the sole purpose of storage of personal property, including but not limited to automobiles. Such Unit owner shall make no use of the Garage Limited Common Element that is prohibited by the City of Delafield or any other state, government or regulatory authority, which unreasonably interferes with the quiet enjoyment of the Condominium by other Unit owners, or which causes an increase in insurance expenses to the Association, or any unreasonable risk to the adjacent garages, the Condominium property, the Association, or the other Unit owners, whatsoever.
2. Interior Storage Only. A Unit owner with access and use to a Garage Limited Common Element hereunder shall only utilize the interior of such Garage Limited Common Element. No exterior storage, of any type whatsoever, is permitted. Such Unit owner shall, to the greatest extent possible, keep the doors of its Garage Limited Common Element closed when not actively entering and exiting the garage. No Garage Limited Common Element shall be utilized for any type of workshop, woodshop, hobby shop or any other or similar use other than storage of personal property.
3. No Modification. A Unit owner with access and use to a Garage Limited Common Element shall not, without prior written approval of the Association, alter, modify or improve its Garage Limited Common Element. This includes but is not limited to any installation of any fixture or implement, decorative or functional, to the interior or exterior of the Garage Limited Common Element, whatsoever.
4. Access Keys and Devices. The Association shall retain copies of all keys and access devices and shall retain the right to enter the Garage Limited Common Elements at such times as may be necessary for the general business and operation of the Condominium, with such notice as may be reasonable given the circumstances.
5. Interior Maintenance. Unit owners shall, at their sole expense, maintain and keep the interior of their Garage Limited Common Elements in good, clean and working condition. In the event a Unit owner with access to and use of a Garage Limited Common Element fails to maintain and keep the interior of such Garage Limited Common Element in good and clean condition, the Association may perform such work as may be necessary to return the interior of the Garage Limited Common Element to a good and clean condition and assess the Unit owner for the costs and expenses of such work.
6. Exterior Maintenance. The Association shall maintain and repair the exterior of the garages and Garage Limited Common Elements, including all doors and mechanical systems. With regard to any maintenance or repair that is Unit specific, (e.g. replacement of a door or hardware) the Unit owner shall be assessed for the actual costs of such maintenance or repairs. With regard to overall maintenance (e.g., new roofing) the Association will be solely responsible for such maintenance and repairs, which shall be common expenses.

7. Insurance. The Association shall insure the garages and Garage Limited Common Elements as any other common element of the condominium. Unit owners shall have the sole responsibility to obtain insurance as they may solely determine to be necessary and sufficient for any property they choose to store within such Garage Limited Common Elements.

8. No Lease or Transfer. A party with a right of use or access under this Agreement shall not individually lease, transfer or sublet its rights to access and utilize a Garage Limited Common Element, without the written consent of the Association.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each residential Unit shall include an undivided percentage interest in the Common Elements as set forth on Exhibit C attached hereto.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to the Common Elements shall be shared among the owners of the residential Units in proportion to each Unit owner's percentage ownership interest in the Common Elements as set forth on Exhibit C attached hereto. As provided herein, owners of non-residential Units shall have no rights to any common surplus, and limited liability for any common expenses, of the Condominium. Electric service to the non-residential Units will be a common expense, except in the event of such use by any non-residential Unit owner which causes electrical use or consumption inconsistent with the use of the non-residential Unit for storage purposes, in which case the non-residential Unit owner may be assessed the actual costs of electric service to such non-residential Unit.

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

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

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

2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit, provided however, that non-residential Unit owner's shall only have the right to vote on any question that directly affects the non-residential Units. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the Bylaws.

Country-Aire Condominiums

Delafield, WI 53018

Unit # 5

Building # 4863

Acknowledgement receipt of Documents for Country-Aire Condominiums.

Myra M. Carr Jr. *Susan J. Coora*
Buyer Buyer

Date 5-12-06

Diane Schuber
Agent

Date 5-12-06

3. Declarant Control. Prior to the conveyance by Declarant of twenty five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty three and one-third percent (33%) of the Board of Directors.

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

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

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

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Prior to the recording of this Declaration it was necessary for Declarant to enter into certain easements regarding access driveways and parking. After the recording of this Declaration it is anticipated that the Association, or the Declarant acting for the Association pursuant to Article XII, will grant a roadway dedication of a portion of Easy Street, along with easements regarding existing sanitary sewers and future water installations.

8. Services. The Association, acting through the Board of Directors, may, at its sole discretion, arrange for or provide services to Owners and their Units, directly or through contracts with the Declarant or other third parties, including service agreements by which a particular service is provided to all Units as a Common Expense, or service contracts offering services at the option of each Owner with the charges for such service being a specific charge to the Unit Owner, or a specific assessment against the Owner's Unit, or both. Such services may include, but are not limited to, such things as cable television, community technology, utilities, fire protection, security monitoring, pest control and concierge services. Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions as may be just, including provision for termination of services provided to such Unit. Any such termination

shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense. In its discretion, the Association may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the governing documents requiring the Association to provide such services.

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

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, porch, deck, or balcony appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements and Limited Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to the Common Elements and Limited Common Elements shall be effected by the Association but assessed to and paid for by the Unit owner if within this section.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above. All outside patios, porches, decks, and balconies shall be maintained, repaired, or, if necessary, reconstructed, by the Association.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit that impair the structural integrity or lessen the support of any portion of the

Condominium or create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. Any owner of a Unit intending to remodel the interior of the Unit shall report their intentions to the Association prior to beginning any work so that the Association may inform the owners of adjacent Units and to ensure compliance with this Declaration, the Bylaws and any rules and regulations.

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

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

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

7. Combining of Units. If two or more adjoining Units are owned by the same person, the owner may remove all or any part of any common wall or create doorways or other openings in any common wall, even though all or a portion of the wall may be a common element, so long as:

- a. no portion of any bearing wall or bearing column is weakened or removed; and
- b. any shoots, flues, duct, conduits, wires, or other apparatus contained in the partition and serving any other part of the condominium are relocated by the owner in a manner acceptable to the Board; and

- c. no portion of any Common Elements other than the partition are damaged, destroyed or endangered.

Alterations permitted by this Section do not constitute a relocation of Unit boundaries within the meaning of this Declaration. Any Units so combined shall continue to be treated as separate Units for the purposes of voting and liability for assessments under this Declaration.

8. Approved Contractors. The owner of each Unit shall cause any material maintenance of HVAC, plumbing, electrical or similar systems, and any alteration or improvement of the Unit, to be performed and completed by an independent professional contractor approved by the Association. The Association shall maintain, and distribute on request, a roster of such approved contractors. The requirements of this section shall not extend to minor owner performed repairs and improvements such as painting, wallpapering and the like.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The Bylaws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium, provided however, that assessments against each individual non-residential Unit owner shall not exceed one-hundred dollars (\$100.00) in any calendar year. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each residential Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

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

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party

purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a residential Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such other amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable for each Unit on the date the purchaser takes title to the Unit; provided the monthly installment shall be prorated on a daily basis. The Association shall levy the One Hundred Dollar (\$100.00) assessments against non-residential Units on an annual basis.

7. Assessments Against Units Owned by Declarant. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no assessments shall be assessed against any Unit owned by Declarant. During such period of Declarant control, however, the assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Condominium has a statutory reserve account under Section 703.163 of the Wisconsin Statutes, payment of any reserve fund assessments against any unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the recording of this Declaration.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Use. Each residential Unit shall be occupied and used only for private dwelling purposes and for no other purposes. Each non-residential Unit shall be used only for private, non-commercial storage of personal property, and such use shall, unless otherwise

specifically provided by this Declaration, comply with the provisions of Article V relating to Garage Limited Common Elements. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

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

3. Pets. Except as expressly provided herein, no animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium or on the Property. Any and all pets kept on the premises shall be licensed by the City of Delafield, and any other municipal or regulatory agency which jurisdiction. Dogs weighing less than 35 pounds, cats and small household pet mammals (e.g. rabbits, hamsters, guinea pigs), fish and birds ("Permitted Pets"), may be kept, provided that no Permitted Pets shall be kept, bred, or maintained for any commercial purposes, and provided that no permitted pets shall be kept by any non-residential Unit Owner. No reptiles of any kind are permitted anywhere within the Condominium or on the Property. All Permitted Pets, other than dogs and cats, must be kept in an enclosure such as an aquarium or cage and it shall be prohibited to permit any pet, other than a dogs and cats, to be outside of an enclosure anywhere within the Condominium or on the Property, including within a Unit. Not more than two cats, or two dogs, or one cat and one dog may be permanently housed, kept, or maintained within any Unit. No pet shall be permitted which causes an unreasonable disturbance. ~~All Permitted Pets shall be housed indoors. Only dogs and cats shall be allowed outdoors and, if allowed outdoors, shall be kept on a leash and within the presence and control of a person at all times while outdoors. It is not permissible to simply leave a pet unattended on a leash while outdoors.~~ Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. Any and all costs of repairing damage caused by a pet shall be borne by the owner of the Unit in which the pet resides. A violation of the provisions of this section or the rules and regulations for the keeping of pets adopted by the Board of Directors shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors of a charge in such amount determined by the Board of Directors pursuant to such rules and regulations, plus all enforcement costs incurred, including, but not limited to, reasonable attorney's fees incurred by the association incident to the enforcement, in addition to all other rights and remedies the Association may have. Until such time as the Board of Directors shall adopt a different amount, the charge shall be up to \$500 per month or part thereof until the Unit owner has complied. Such charges and costs may be collected in the same manner as assessments pursuant to Article VIII of the Declaration. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

4. Use, Parking, No Obstructions, Grills. No Unit owner shall permit any person, other than an occupant or guest of a Unit, to park a vehicle on the Property. Surface parking will be limited to one assigned spot per Unit, and guest parking will be limited to designated areas, both subject to such rules and regulations as the Association may promulgate, including but not limited to a permitting and/or reservation system. Non-residential Unit owners shall only have the right to park in guest parking, and only for those periods necessary for such non-residential Unit owner to access his non-residential Unit. No Unit owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed or unlicensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Common Elements or Limited Common Elements, except licensed motor vehicles, motorcycles, mopeds, and motorized bicycles may be parked in the parking spaces in garages. No motor vehicles shall be parked overnight in the guest parking areas on a regular basis. No vehicle shall occupy, park upon or otherwise block the access to or exit from any of the parking spaces in the basement of the Building. No maintenance of any vehicle, other than, washing, waxing, and interior cleaning in locations as may be designated by the Board of Directors, shall be permitted anywhere on the Condominium. Bicycles shall be placed only in those areas designated by the Association. No playground equipment or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rule or regulation. Grills are permitted within a residential Unit owner's Limited Common Elements only in strict accordance with City of Delafield Fire Department ordinances and regulations. In no event shall any charcoal, natural gas/L.P./propane, wood burning, or other grills which emit a flame are permitted on any balcony.

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

6. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

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

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

9. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

10. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units. Non-residential Unit owners shall only have those rights to access and utilize the Common Elements and other portions of the Condominium as are necessary for the access and use of their non-residential Unit, and for no other purposes.

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

12. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the Bylaws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

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

- a. Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and
- b. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

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

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster.

The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

- a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units}} = \text{Percentage undivided interest in Partition Proceeds}$$

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

- b. If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the Damaged Premises}} = \text{Percentage of undivided interest in the deficiency}$$

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all residential Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, at least two thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or Unit owners (other than the Declarant) of the Units have given their written approval not to reconstruct and repair the Damaged Premises. If such approval is given within ninety days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (2003-2004), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

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

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

notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DECLARANT

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

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

- a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for

termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

- b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non model Units in a Building are sold), showing the Condominium or maintaining signs;
- c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation or repair of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; (iii) grant easements over the common elements for the benefit of the Condominium or other lands for parking or access; and (iv) grant easements or dedications for road, sewer, water and other utility purposes across, over and under the Common Elements for the benefit of the Condominium or other lands provided that in the instrument creating such easement. If such easements serve such other lands, Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements;
- d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant; and
- e. reserves the right to construct an outdoor swimming pool and other special amenities, such as gazebos, park benches, and/or gas grills and similar amenities. In the event the Declarant does construct such special amenities, they shall be Common Elements of the Condominium and shall be maintained, repaired, replaced and operated by the Association at the common expense of the owners of the Units. The Declarant shall be under no obligation to and makes no representation that it will construct all or any part of such special amenities on the Condominium.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

1. No Right to Expand. Declarant has not reserved the right to expand the Condominium.

ARTICLE XIV

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:
 - a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;
 - b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;
 - c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.
2. Other Provisions. Mortgage holders shall also be afforded the following rights:
 - a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty one percent (51%) of the votes of Units subject to mortgages.
 - b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

1. Procedure. Except for the Declarant's right to amend this Declaration in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy five percent (75%) of the Unit owners and their first mortgagees of their Unit or the holder of an equivalent security interest in the Unit. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder. As an alternative to the foregoing procedure, this Declaration may be amended in accordance with the alternative procedure set forth in Section 703.093 of the Wisconsin Statutes if at least 75 percent of the Unit owners consent to the amendment in writing and those consents are approved by the mortgagees or holders of equivalent security interests in the Units. No amendment shall change the rights of Declarant as contained in this Declaration. No amendment shall modify the rights of the non-residential Unit owners without their express written consent. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

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

- a. Voting rights;
- b. Assessments, assessment liens or the priority of assessment liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements;
- d. Insurance or fidelity bonds;
- e. Responsibility for maintenance and repair;
- f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- g. Redefinition of any Unit boundaries;
- h. Reallocation of interests in the General or Limited Common Elements or rights to their use;

- i. Convertibility of Units into Common Elements or of Common Elements into Units;
 - j. Leasing of Units;
 - k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;
 - l. A decision by the Association to establish self management of the Condominium;
 - m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
 - n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.
3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.
4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

DISPUTE RESOLUTION

The Declarant, the Association and Board of Directors, all Owners, and any other persons subject to this Declaration, collectively agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium without the emotional and financial costs of litigation. Accordingly, each of the above parties agrees that any dispute involving the Condominium shall be settled by binding arbitration administered by Resolute Systems, Inc. under its rules then in effect. The arbitration shall be conducted by one arbitrator, at a location in Waukesha County, Wisconsin, as designated by the arbitrator. The decision or award of the arbitrator shall be in writing and shall include reasons for such decision. Subject to Wisconsin law, the arbitrator's decision shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

Any parties to a dispute involving the Condominium shall first make every reasonable effort to meet in person and confer for the purpose of resolving the dispute by good

faith negotiations. The Board of Directors may appoint a representative to assist the parties in the resolution of the claim, including through formal mediation.

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

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

- (i) collect any assessment or other amounts due from any Owner; or
- (ii) to obtain a temporary restraining order or other such emergency equitable relief necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration and administer the Condominium.

ARTICLE XVII

REMEDIES FOR VIOLATION BY UNIT OWNER

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

ARTICLE XVIII

RESIDENT AGENT

The Declarant has appointed David W. Morgenson at 1319 Milwaukee Street, Delafield, Wisconsin 53018 as the resident agent of the Condominium. The name or address of the resident agent may be changed by the Board of Directors and shall become effective upon the filing of the change in the office of the Department of Financial Institutions of the State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XIX

RIGHT OF ENTRY

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

ARTICLE XX

DISCLAIMER

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

The Condominium is served by a private well water system. Water provided by any water system, private or public may, naturally or based on human activities, contain contaminants including but not limited to: elements and substances such as arsenic, boron, selenium, radon, calcium or magnesium salts, dirt, clay salts, silt, iron or rust; Microorganisms such as e coli bacteria; farm and industrial wastes such as gasoline, pesticides, fertilizers, and solvents. Whether contaminants will be noticeable or cause problems depends on the amount of the substance present and the individuals and uses involved. Contaminants may cause scaling or staining, tastes, odors, deterioration of building materials, damage to property, health hazards,

personal injuries and/or other irritant effects such as, but without limitation, skin irritation, respiratory problems and/or allergic reactions.

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

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

ARTICLE XXI

CONSTRUCTION AND EFFECT

1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

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

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to be seventy-two (72) interests, less any interests for Units already conveyed at the time of such determination.

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

Executed this 21st day of April, 2006.

DELAFIELD COUNTRY AIRE
CONDOMINIUMS, LLC

By /s/ David W. Morgenson
David W. Morgenson, Managing Member

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2006, the above named David W. Morgenson to me known to be the person who executed the foregoing instrument and acknowledge the same.

[print name]
Notary Public, Waukesha County, WI
My commission: _____

Executed this 21st day of April, 2006.

DELAFIELD COUNTRY AIRE
CONDOMINIUMS, LLC

By: /s/ Thomas A. Wright
Thomas A. Wright, Managing Member

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2006, the above named Thomas A. Wright to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Waukesha County, WI [print name]
My commission: _____

CONSENT OF MORTGAGEE

Signed by M&I Marshall & Ilsley Bank, mortgagee of this property, this 20th day of April, 2006, in accordance with Section 703.09 of the Wisconsin Statutes.

M&I MARSHALL & ILSLEY BANK

By: /s/ Edward W. Roessl
Edward W. Roessl, Vice President [print name & title]

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 20th day of April, 2006, the above named Edward W. Roessl to me known to be the person who executed the foregoing instrument and acknowledge the same.

/s/ Mary T. Valente
Mary T. Valente [print name]
Notary Public, Milwaukee County, WI
My commission: _____ expires 2/24/08

This instrument was drafted by:

Attorney Daniel J. Habeck
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
Post Office Box 558
Waukesha, WI 53187

**EXHIBIT A
LEGAL DESCRIPTION**

LEGAL DESCRIPTION - Delafield Country Aire Condominiums

All that part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Town 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Northwest $\frac{1}{4}$ Section; Thence North $89^{\circ} 56' 35''$ East and along the North line of the said Northwest $\frac{1}{4}$ Section, 580.38 feet to a point; thence South $00^{\circ} 23' 35''$ West, 33.00 feet to the place of beginning of lands hereinafter described:

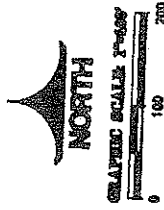
Continuing thence South $00^{\circ} 23' 35''$ West, 791.75 feet to a point; Thence South $89^{\circ} 56' 35''$ West and parallel to the said North line of the said Northwest $\frac{1}{4}$ Section, 538.31 feet to a point on the East Right-of-Way line of S.T.H. "83"; Thence North $02^{\circ} 55' 42''$ East and along the said East Right-of-Way line, 354.11 feet to a point on the Southeasterly Right-of-Way line of U.S.H. "16"; Thence North $52^{\circ} 36' 19''$ East and along the said Southeasterly Right-of-Way line, 536.31 feet to a point; Thence North $41^{\circ} 24' 20''$ East and along the said Southeasterly Right-of-Way line, 150.54 feet to the point of beginning of this description.

Said Parcel contains 294,235 Square Feet (or 6.7547 Acres) of land, more or less.

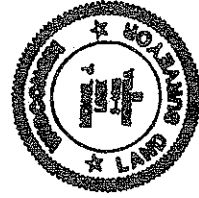
NOTE: Declarant believes this Declaration to be the final form, but as of the date of these disclosures it has not been recorded.

CONDOMINIUM FLAT
OF
**DELAFIELD COUNTRY AIRE
CONDOMINIUMS**
CITY OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

BUILDING A Unit No. 101 Unit No. 102 Unit No. 103 Unit No. 104 Unit No. 105 Unit No. 106 Unit No. 107 Unit No. 108 Unit No. 109 Unit No. 110 Unit No. 111 Unit No. 112 Unit No. 113 Unit No. 114 Unit No. 115 Unit No. 116 Unit No. 117 Unit No. 118 Unit No. 119 Unit No. 120 Unit No. 121 Unit No. 122 Unit No. 123 Unit No. 124 Unit No. 125 Unit No. 126 Unit No. 127 Unit No. 128 Unit No. 129 Unit No. 130 Unit No. 131 Unit No. 132 Unit No. 133 Unit No. 134 Unit No. 135 Unit No. 136 Unit No. 137 Unit No. 138 Unit No. 139 Unit No. 140 Unit No. 141 Unit No. 142 Unit No. 143 Unit No. 144 Unit No. 145 Unit No. 146 Unit No. 147 Unit No. 148 Unit No. 149 Unit No. 150 Unit No. 151 Unit No. 152 Unit No. 153 Unit No. 154 Unit No. 155 Unit No. 156 Unit No. 157 Unit No. 158 Unit No. 159 Unit No. 160 Unit No. 161 Unit No. 162 Unit No. 163 Unit No. 164 Unit No. 165 Unit No. 166 Unit No. 167 Unit No. 168 Unit No. 169 Unit No. 170 Unit No. 171 Unit No. 172 Unit No. 173 Unit No. 174 Unit No. 175 Unit No. 176 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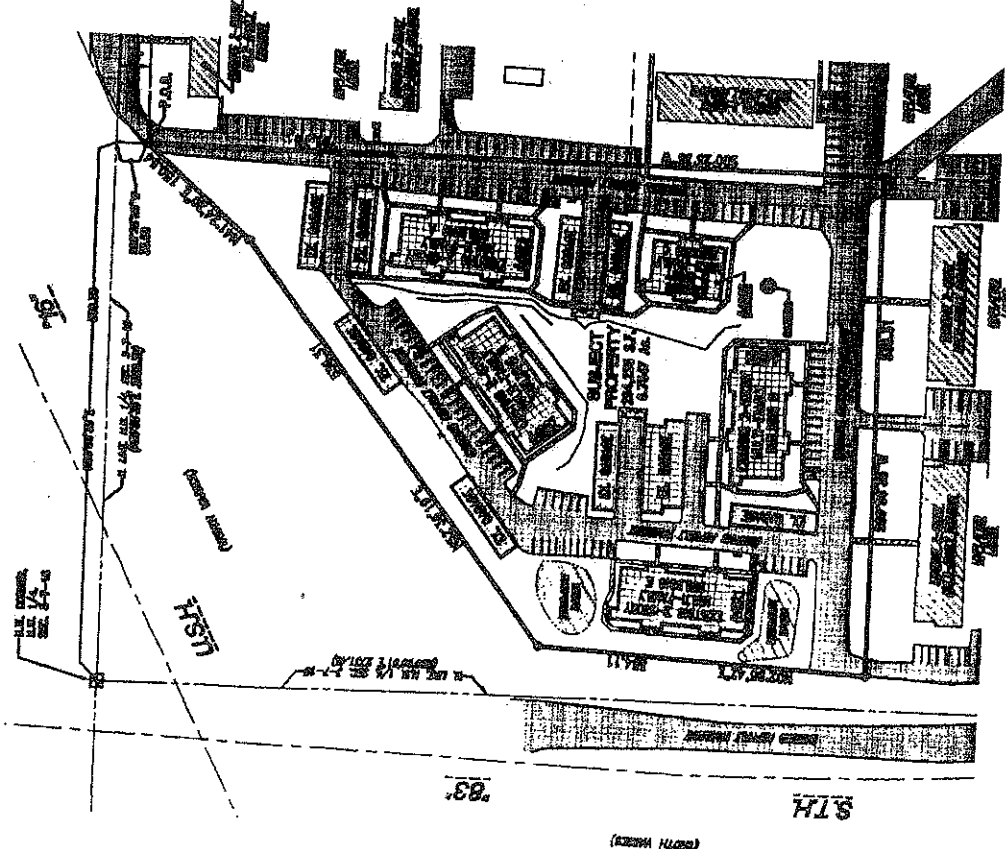


**LOSIK ENGINEERING
DESIGN GROUP**
1000 N. Broadway Road, Ste. 200
Waukegan, IL 60087
(847) 491-1100
www.losik.com

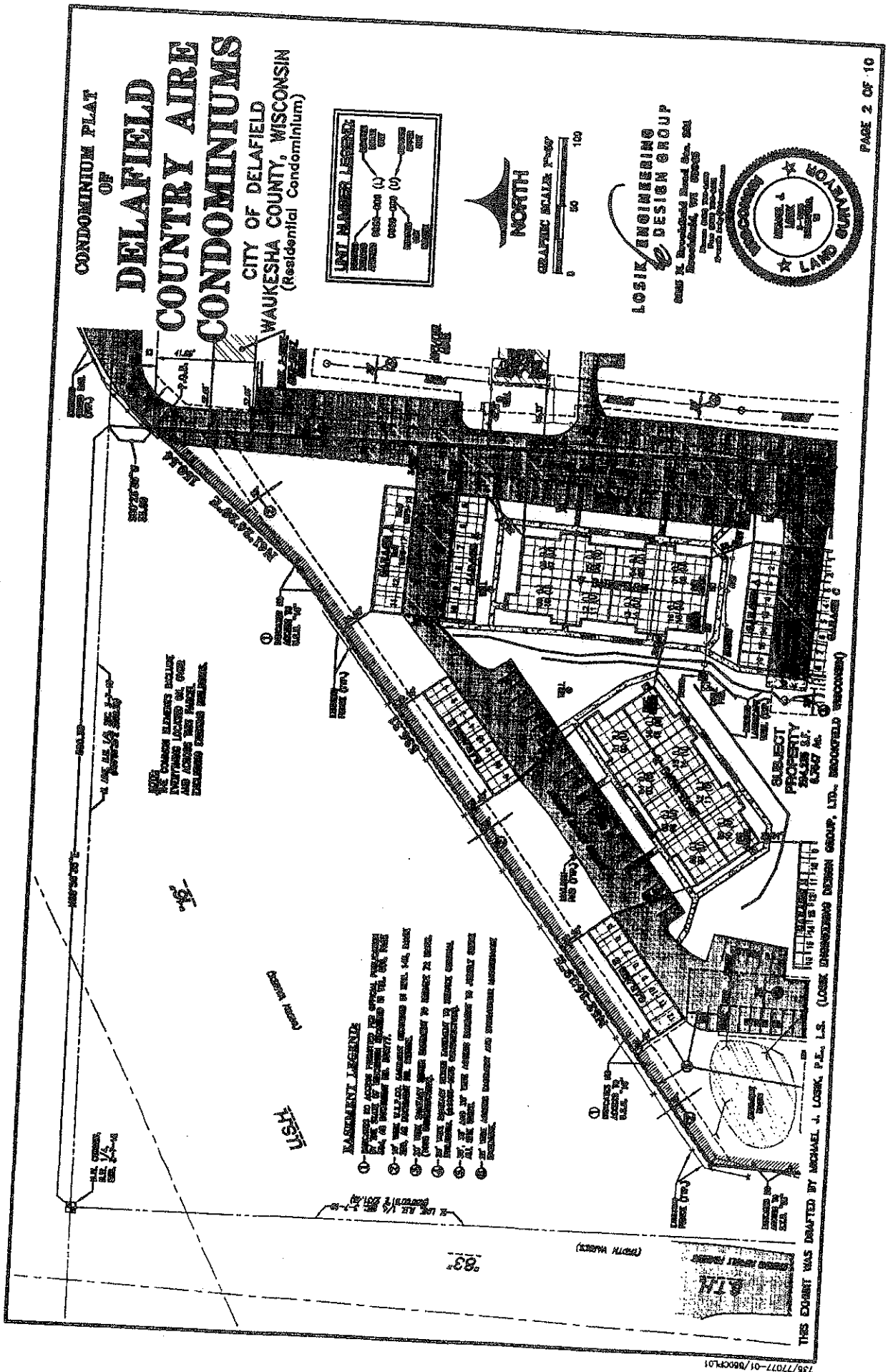


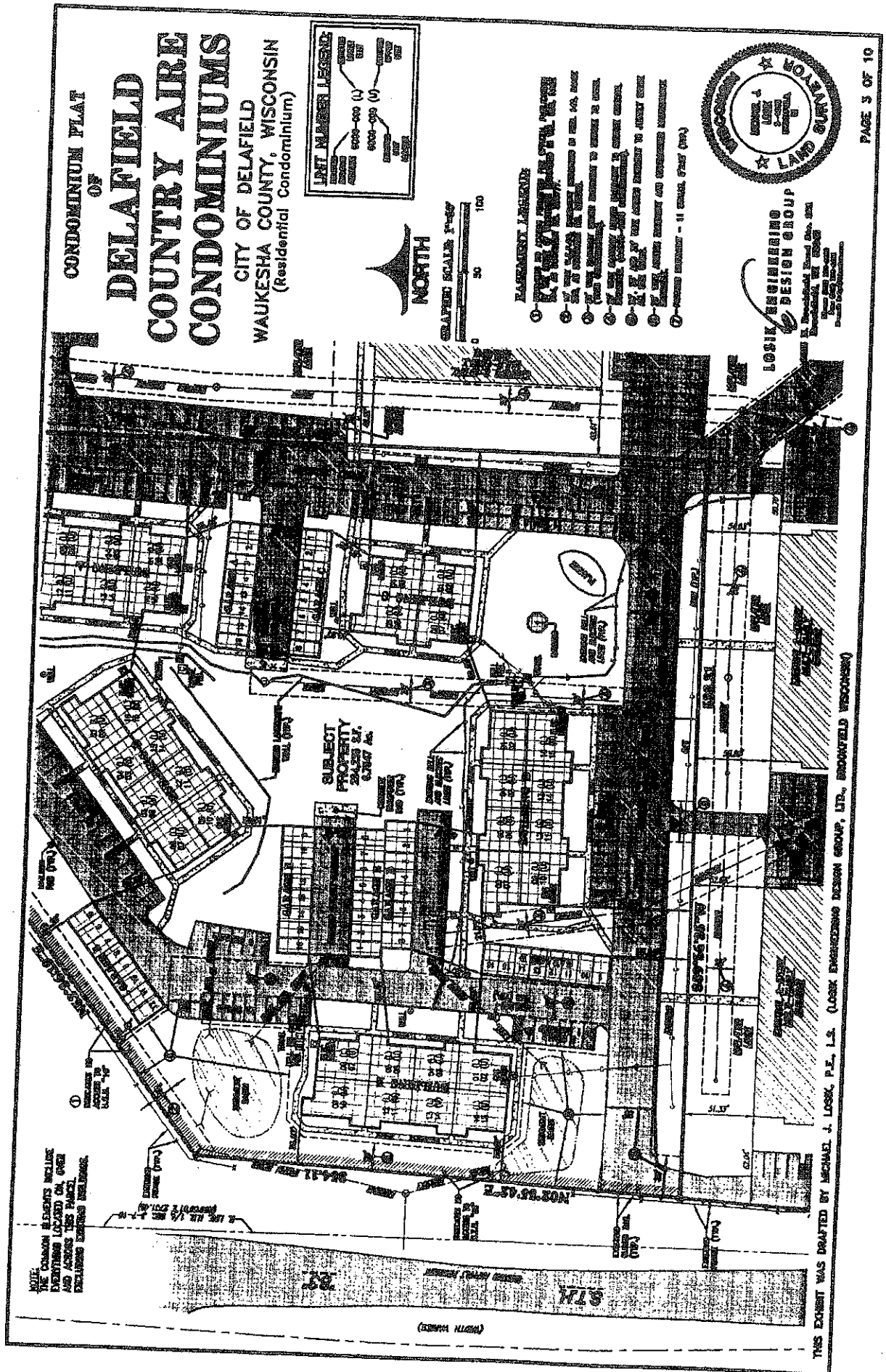
CONDOMINIUM FLAT
DELAFIELD COUNTRY AIRE
CONDOMINIUMS
CITY OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

**DELAFIELD
COUNTRY AIRE
CONDOMINIUMS, LLC**



THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, LTD., BROOKFIELD, WISCONSIN)





**CONDOMINIUM PLAT
OF
DELAFIELD COUNTRY AIRE
CONDOMINIUMS
CITY OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)**

LEGAL DESCRIPTION:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 3, Town 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin, now being more particularly located and described as follows:

Commencing at the Northeast corner of the said Northeast 1/4 Section, Thence North 89° 00' 25" East and along the North line of the said Northeast 1/4 Section, 264.225 feet to a point described as follows:

Continuing Thence South 89° 25' 30" West, 701.75 feet to a point; Thence South 89° 25' 30" West and parallel to the said North line of the said Northeast 1/4 Section, 228.31 feet to a point on the East Right-of-Way line of U.S.A. "16"; Thence North 89° 25' 30" East and along the said East Right-of-Way line, 264.11 feet to a point on the Southwesterly Right-of-Way line of U.S.A. "16"; Thence North 89° 25' 30" East and along the said Southwesterly Right-of-Way line, 228.31 feet to a point; Thence North 41° 25' 30" East and along the said Southwesterly Right-of-Way line, 128.65 feet to the point of beginning of this description.

Said Parcel contains 264,225 Square Feet (or 6.7567 Acres) of land, more or less.

SURVEYOR'S CERTIFICATE:

I, MICHAEL J. LOSK, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the earlier boundary lines and the location of the buildings and improvements constructed or to be constructed upon this property.

This Condominium Plat is a correct representation of the County-Aire Condominium, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined in be all of the Condominium property except the individual units described in the Plat and the boundaries.

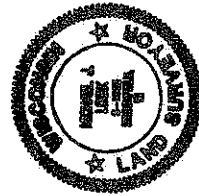
The survey makes no certification as to the accuracy of the prior or the dimensions and their on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 23rd day of NOVEMBER, 2005.

Record this 12th day of APRIL, 2006.

Dated the 28th day of APRIL, 2006.

Michael J. Losk, L.S., P.E.
Registered Land Surveyor S-1898



THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSK, P.E., L.S. (LOSK ENGINEERING DESIGN GROUP, LTD., BROOKFIELD WISCONSIN)

EXHIBIT C

All addresses are on Easy Street, Delafield, Wisconsin. *Non-residential square footage is excluded from Common Area Interest calculation:

Address/Unit Number	Garage	Square Footage	% Interest in Common Elements
Building A			
4875-1	A-1	1,065	1.435%
4875-2	A-2	1,160	1.563%
4875-3	A-3	1,400	1.887%
4875-4	A-4	880	1.186%
4875-5	A-5	880	1.186%
4875-6	A-6	1,400	1.887%
4875-7	A-7	1,160	1.563%
4875-8	A-8	1,065	1.435%
4875-9	A-9	1,065	1.435%
4875-10	A-10	1,160	1.563%
4875-11	A-11	1,400	1.887%
4875-12	A-12	880	1.186%
4875-13	A-13	880	1.186%
4875-14	A-14	1,400	1.887%
4875-15	A-15	1,160	1.563%
4875-16	A-16	1,065	1.435%
4875-17	N/A	699*	0.000%
4875-18	N/A	699*	0.000%
Building B			
4887-1	B-1	1,065	1.435%
4887-2	B-2	1,400	1.887%
4887-3	B-3	1,160	1.563%
4887-4	B-4	880	1.186%
4887-5	B-5	880	1.186%
4887-6	B-6	1,400	1.887%
4887-7	B-7	1,160	1.563%
4887-8	B-8	1,065	1.435%
4887-9	B-9	1,065	1.435%
4887-10	B-10	1,160	1.563%
4887-11	B-11	1,400	1.887%
4887-12	B-12	880	1.186%
4887-13	B-13	880	1.186%
4887-14	B-14	1,400	1.887%
4887-15	B-15	1,160	1.563%
4887-16	B-16	1,065	1.435%
Building C			
4863-1	C-1	880	1.887%

Address/Unit Number	Garage	Square Footage	% Interest in Common Elements
4863-2	C-2	1,400	1.887%
4863-3	C-3	1,160	1.563%
4863-4	C-4	1,065	1.435%
4863-5	C-5	1,065	1.435%
4863-6	C-6	1,160	1.563%
4863-7	C-7	1,400	1.887%
4863-8	C-8	880	1.186%
Building D			
4835-1	D-1	1,065	1.435%
4835-2	D-2	1,160	1.563%
4835-3	D-3	1,400	1.887%
4835-4	D-4	880	1.186%
4835-5	D-5	880	1.186%
4835-6	D-6	1,400	1.887%
4835-7	D-7	1,160	1.563%
4835-8	D-8	1,065	1.435%
4835-9	D-9	1,065	1.435%
4835-10	D-10	1,160	1.563%
4835-11	D-11	1,400	1.887%
4835-12	D-12	880	1.186%
4835-13	D-13	880	1.186%
4835-14	D-14	1,400	1.887%
4835-15	D-15	1,160	1.563%
4835-16	D-16	1,065	1.435%
Building E			
4821-1	E-1	1,065	1.435%
4821-2	E-2	1,160	1.563%
4821-3	E-3	1,400	1.887%
4821-4	E-4	880	1.186%
4821-5	E-5	880	1.186%
4821-6	E-6	1,400	1.887%
4821-7	E-7	1,160	1.563%
4821-8	E-8	1,065	1.435%
4821-9	E-9	1,065	1.435%
4821-10	E-10	1,160	1.563%
4821-11	E-11	1,400	1.186%
4821-12	E-12	880	1.186%
4821-13	E-13	880	1.186%
4821-14	E-14	1,400	1.887%
4821-15	E-15	1,160	1.563%
4821-16	E-16	1,065	1.435%
TOTAL:		74,210	100.000%

CONDOMINIUM PLAT

DELAFIELD COUNTRY AIRE CONDOMINIUMS

1st FLOOR

Scale 1" = 10 ft

Score 1 = 10 ft

**CITY OF DELAFIELD
WAUKESHA COUNTY, WISC
(Residential Condominium)**

WAUKESHA COUNTY, WISCONSIN

(Residential Condominium)



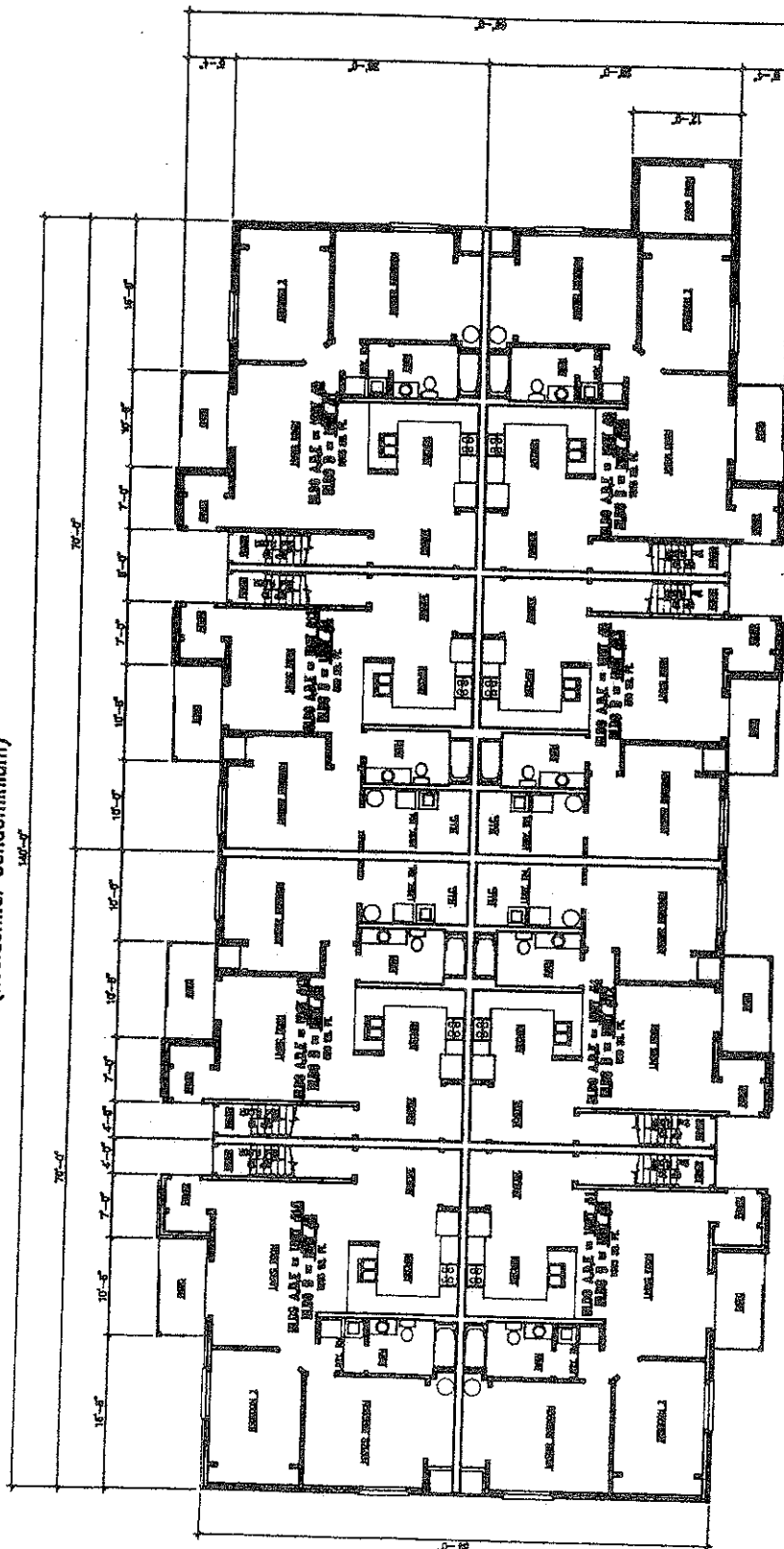
**LOSIK RENGINEERING
DESIGN GROUP**

DESIGN GROUP

WILLIAM M. BROADBENT FROED STOK. 1911
20 December 1911. 12. 21. 1911. 12. 21. 1911.

1601

WINTER-2013

[illegible]

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSK, P.E., L.S. (LOSK ENGINEERING DESIGN GROUP, LTD., BROOKFIELD, WISCONSIN)

1st Floor Plan of the Bremer Building. The plan shows a symmetrical layout with a central corridor and two main wings. The left wing contains rooms labeled 'RECEPTION 1', 'RECEPTION 2', 'OFFICE', 'CONFERENCE', 'STAIRS', and 'ELEVATOR'. The right wing contains rooms labeled 'RECEPTION 1', 'RECEPTION 2', 'OFFICE', 'CONFERENCE', 'STAIRS', and 'ELEVATOR'. The plan includes dimensions for various sections and a title block in the bottom right corner.

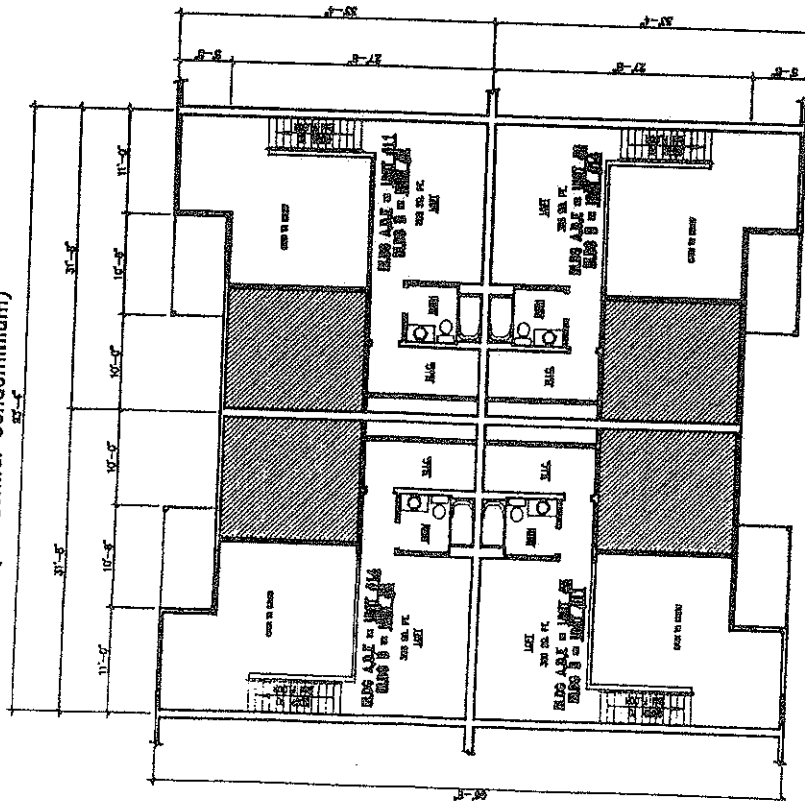
1st Floor Plan of the Bremer Building. The plan shows a symmetrical layout with a central corridor and two main wings. The left wing contains rooms labeled 'RECEPTION 1', 'RECEPTION 2', 'OFFICE', 'CONFERENCE', 'STAIRS', and 'ELEVATOR'. The right wing contains rooms labeled 'RECEPTION 1', 'RECEPTION 2', 'OFFICE', 'CONFERENCE', 'STAIRS', and 'ELEVATOR'. The plan includes dimensions for various sections and a title block in the bottom right corner.

PAGE 7 OF 10

**CONDOMINIUM PLAT
OF
DELAFIELD COUNTRY AIRE
CONDOMINIUMS
CITY OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN**

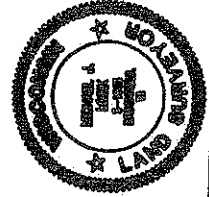
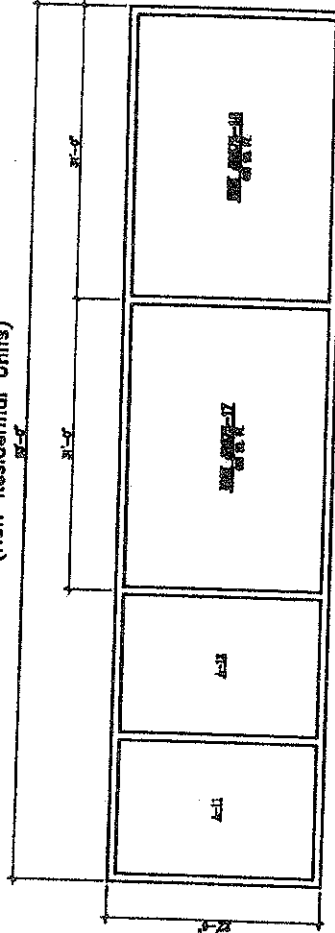
**LOFT
BUILDING A, B, D & E**
Scale 1" = 10 ft

(Residential Condominium)



**Units 9875-17 & 9875-18
GARAGE A**
Scale 1" = 10 ft

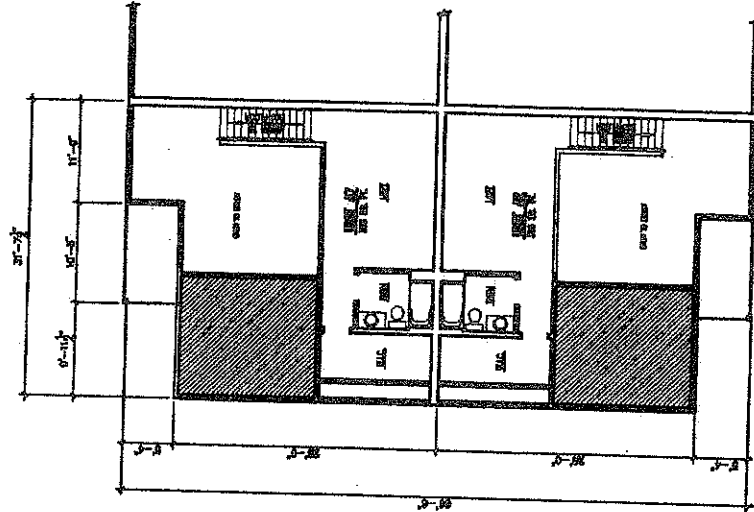
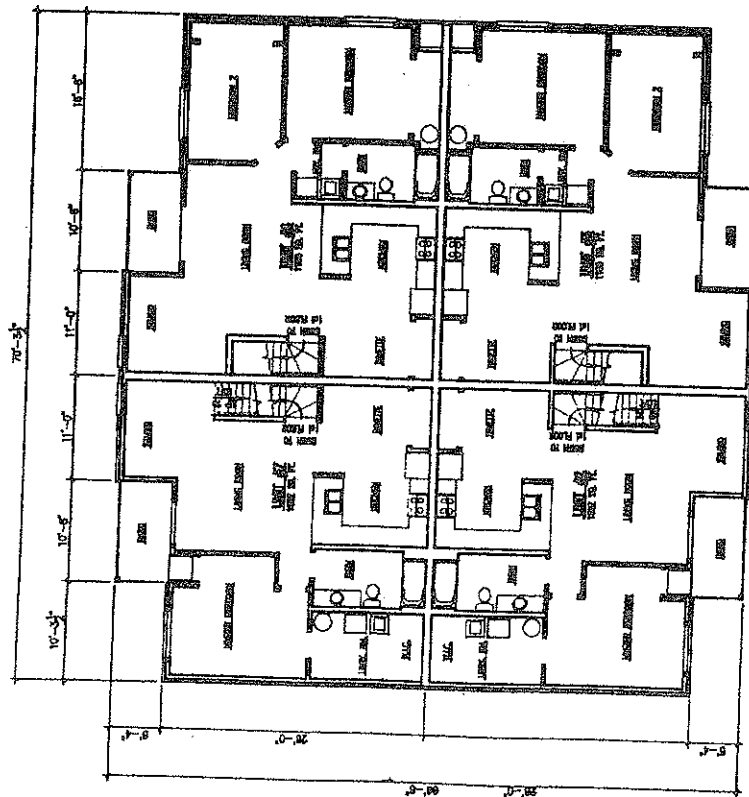
(Non-Residential Units)



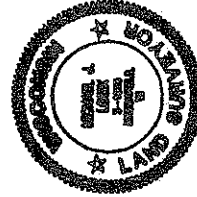
**LOSIK ENGINEERING
DESIGN GROUP**
3000 E. Delafield Road, Ste. 200
Delafield, WI 53015
Tel: 262-221-1111
Fax: 262-221-1112
www.losikeng.com

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, LTD., BROOKFIELD WISCONSIN)

2nd FLOOR
BUILDING C
Scale 1" = 10 ft



**LOK ENGINEERING
DESIGN GROUP**
2000 N. Breckinfield Road Ste. 200
Breckinfield, VA 22605
Phone (800) 730-0478
Fax (800) 730-0471
E-mail lok@lokeng.com



THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSER, P.E., L.S. (LOSER ENGINEERING DESIGN GROUP, LTD., BROOKFIELD WISCONSIN)