LONE OAK ESTATES CONDOMINIUM ASSOCIATION

VILLAGE OF MENOMONEE FALLS

WAUKESHA COUNTY, WISCONSIN

BY-LAWS

The By-Laws contain rules which govern Lone Oak Estates and affect the rights and responsibilities of the Unit Owners.

Revised November 8,2017

BY-LAWS
OF
LONE OAK ESTATES
CONDOMINIUM ASSOCIATION

ARTICLE 1

Name and Purpose

Pursuant to the Articles of Incorporation of LONE OAK ESTATES CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for LONE OAK ESTATES CONDOMINIUM recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of LONE OAK ESTATES CONDOIVLINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit non-stock corporation formed and organized to serve as an association of .Unit Owners who own real estate and improvements in LONE OAK ESTATES CONDOMINIUM (hereinafter the "Property") under the condominium form of ownership, as provided in the condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, personal representatives, successors and assigns.

ARTICLE II
Members, Voting and Meetings

2.1 **Members**. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all Unit Owners, and members shall have one vote for each unit owned. Every Unit Owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split. When more than one person holds an interest in any unit the vote for such unit shall be exercised as they, among themselves, determine, but in no event shall there by more than one vote, cast with respect to any unit. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is

entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the other owners of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.

c. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of the meetings of the Association shall be sent, and the name and address of any mortgagee of a unit from which the Association has received a written demand for notice of meetings.

d. Transfer of membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 Quorum and Proxies for Member's Meetings. The Presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed. Votes may be cast in person or by proxy. All proxies shall be in writing and filed with the Association, by delivery to any Officer of Director. The Officer or Director receiving same shall promptly transmit same to the Secretary of the Association. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his, her or their unit.

2.3 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which quorum is present shall be the act of the Association, unless otherwise provided in the Declaration, By-Laws, Articles of Incorporation or the Condominium Ownership Act of the State of Wisconsin.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member at his/her address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the meeting, unless such invalidation is otherwise required by law. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, and may be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Notice of Special Meetings shall further specify the purpose of the meeting.

2.5 Annual and Special Meetings. The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event more than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held on such date as may be determined each year by the Board of Directors, providing such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting. Special meetings of the members shall be held whenever called by the President or by the Board of Directors and must be called by such Officers and Directors upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

ARTICLE III

Board of Directors

3.1 Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the Unit Owners pursuant to terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance twenty-five percent (25%) of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest to purchasers, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors. For purposes of the foregoing, the calculation of percentage of Common Element interest conveyed to purchasers shall be based on the percentage of undivided interest conveyed to purchasers shall be based on the percentage of undivided interest appertaining to each unit, including but not limited to any and all units not yet annexed to the Project which Declarant has the right to annex pursuant to the Declaration.

3.2 Number and Qualifications of Directors. After control of the Association passes to the Unit Owners pursuant to terms of the Declaration, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Not more than one member of the Board of Directors may be a person who is not a member of the Association. In the event that any member of the

Association is not a natural person, the appointee of such member of the Association may be a member of the Board of Directors, and such appointee shall not constitute a non-member for purposes of the foregoing provision.

3.3 Power and Duties of the Board of Directors. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws.

3.4 Election an Term of Directors. At the first annual meeting of the Association after Association control passes to the Unit Owners, the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) Directors whose terms will expire at the first annual meeting of the Association after their election, or at such time as their successors are duly elected and qualified (Class "A" Directors).

(b) Two (2) Directors whose terms will expire at the second annual meeting of the Association after their election or at such time as their successors are duly elected and qualified (Class "B" Directors).

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

3.6 Removal of Directors. At any annual meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present of represented at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of Officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be

called by the President or by any two Directors upon not less than 7 days written notice to each Director, given personally or by mail or facsimile transmission.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on twenty-four (24) hours prior written notice to each Director, given personally or by mail or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

3.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors then in office (but not counting any Director who has tendered a written resignation to any other Director) shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 Fidelity Bonds. The Board of Directors may require that some or all Officers and/or employees of the association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal Officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his/her successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He shall have the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may by delegated by the Board of Directors.

4.3 Vice President. The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and, if so required by the Board, the issuance of membership certificates for the Association.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent man would have exercised or used under the circumstances in the conduct of his/her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by Officers or employees of the association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

4.7 Compensation. No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. No Director or Officer shall receive any fee or compensation for performing his or her duties as an Officer or Director. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V

Declarant Control

Notwithstanding any other provision contained in these By-Laws (other than the provisions of Section 3.1 above), and to the extent not limited or prohibited by applicable law, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and Officers of the Association, to amend these By-Laws and/or the rules and regulations of the Association, and/or to have sufficient votes to constitute a majority of all votes until the earlier of: (a) seven (7) years after the first sale of a unit in LONE OAK ESTATES CONDOMINIUM by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in LONE OAK ESTATES CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association. The determination cp f Common Element interest conveyed shall be made in the same manner as provided in Section 3.1 of these By-Laws.

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, or conveyance, involving the sum of $10,000.00 or more, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or for a managing agent with respect to the administration and operation of the condominium.

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is an attendance, provided that no rule or regulation adopted by

the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium and as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. Commencement of assessments as to each Unit shall be in the manner provided in the Declaration. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, for each month or fraction thereof that such assessment is delinquent.) If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amount required for the cost of maintenance and repair of the Common Elements, management services, security, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund, up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against any unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specifically assessed to the Unit Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

An annual budget shall be prepared and determined prior to the annual meeting of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member. ,

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting the budget, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, the Association may revise the budget, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established, provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 Default and Liens. All assessments of common expenses and special assessments until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto, to the extent permitted by law. If a member of the Association is delinquent in payment of any charges or assessments, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the **costs** of collection and interest, together with attorneys fees. Liens shall be signed and verified on behalf of the Association by any Officer or agent of the Association. The owners of a unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each Unit Owner, at his/her sole expense, shall be responsible for keeping the interior of their unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within their own unit which, if omitted, would affect the project in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association or the adjoining Unit Owners as the case may be, for any damages caused by their failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any solar tubes, skylights, flag poles, plumbing fixtures, doors and windows (including interior and exterior washing and replacement of broken glass), screens and screening, light fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connect with the unit or the Common Elements appurtenant to the unit. As set forth in the Declaration, the Association may, by resolution, assume responsibility, in whole or in part, for the maintenance repair and/or

replacement of some or all of those portions of Units which affect the exterior appearance of the condominium.

7.2 **Common Elements and Facilities.** The Association shall be responsible for the management and control of the Common Elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor as provided herein or by the Declaration with respect to Common Elements and/or Limited Common Elements. The Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

- All repairing, restoration, painting, maintenance and decorating of the building exterior, walls and roofs, but not including repair, maintenance or replacement of Limited Common Elements required to be maintained by Unit Owners.

- All Maintenance, repair, painting, cleaning and decorating of common areas and fixtures.

- Lawn care, including landscaping, fertilizing, weed control, tree and shrub pruning, grass cutting, edging and trimming, as required, except as delegated to the Unit Owners as set forth herein.

- Repair, replacement or restoration of sidewalks, driveways, retaining walls and parking areas which are a part of the Condominium property

- Snow and ice removal and salting and cleaning walks, drives and parking areas, except as delegated to the Unit Owners as set forth herein or by the Declaration.

- General repair, maintenance and replacement of entry signs into the condominium project.

- General repair, maintenance and replacement of common fixtures and equipment such as mailboxes, and associated fixtures and equipment.

- General repair, maintenance and replacement of all sewer (sanitary and storm) and water mains and connecting pipes and conduits not dedicated to the utility or the municipality.

- Provisions for maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 Detention Pond Landscaping. Landscapers and pond specialists have recommended that the entire detention pond banks be allowed to grow naturally and not to be mowed from the pond edge to a point at least 15 to 20 feet up the embankment. Unit owners are not to cut the grasses within that 15 to 20 foot area surrounding the detention pond. Such requirement will be included in all landscaping contracts between a professional vendor and the Association.

7.4 Association Services. The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual units that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefor. The Board of Directors may establish policies requiring prepayment for some or all of such service or maintenance, and/or may refuse to provide, same to Unit Owners who are delinquent in the payment of any sum due the Association.

7.5 Delegation of Common Area Maintenance. The Association hereby delegates to the Unit Owners the responsibility for salting and cleaning of porches and walkways and watering of lawns, shrubs, trees and plants, borders, and ground cover of owner's choice. With respect to the responsibility for porches and walkways, each Unit Owner shall be responsible for those which service or are appurtenant to their respective unit. With respect to the watering of lawns, trees, shrubs and other plantings, borders and ground cover of owner's choice, each Unit Owner shall be responsible for such as are located within the Common area surrounding such unit. The area to be water by each Unit Owner may be further defined by the Rules and Regulations adopted by the Association. Each Unit Owner shall perform the delegated Common area maintenance of the items set forth in this paragraph in a reasonable manner such that same are continuously maintained in a safe, sanitary and esthetically pleasing manner, and so as to prevent damage to or destruction of same. The Association shall have the power to establish, by its Rules and Regulations, specific maintenance responsibilities and requirements with respect to the delegated maintenance items.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The units and the Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations adopted by the Association from time to time, including but not limited to the following:

(a) Non-Owner Occupancy.

(1) No rental, lease or other occupancy of the Unit shall be allowed without simultaneous Unit occupancy by the Unit owner. If the owner of the Unit is a trust or other fiduciary entity, then the trustee of that entity is the Unit "owner" for purposes of this Article VIII. This prohibition on non-owner occupancy is subject only to the following exceptions:

(a) The Unit owner's immediate family members may occupy the Unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

(b) Mortgagees of the unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

(c) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provide that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after receipt of notice, advising the Unit owner of the time and place of a meeting and giving the Unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties.

(2) No Unit owner shall be permitted to lease a unit pursuant to this section unless and until the Unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that Unit and until the Unit owner shall have satisfied all unpaid liens against that Unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

(3) In the event of occupancy, rental or lease, permitted or otherwise, the owner shall provide the Association with a written lease between the owner and the tenant pursuant to Wisconsin Statute Section 703.315(3), or other equivalent statute.

(4) Remedies for any tenant's violation of the Declaration, By-Laws or Association rules shall be implemented according to Wisconsin Statue Section 703.24(3), or other equivalent statute. In addition, any such violation shall constitute a breach of the lease. The Unit owner covenants and agrees that in the event of a tenant's breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

(5) Any violation of this Article concerning non-owner-occupied Units shall result in a fine to the Unit owner of $25.00 per day and said Unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section.

(6) Every Unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the Unit.

(b) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in any of the Common Elements, except two animals be it two dogs, two cats, or one of each. Birds and fish may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

(c) Pet Rules and Regulations.

(1) Unit owners may own two animals, be it two dogs, two cats, or one of each.

(2) Leashes. Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.

(3) Waste. The Unit Owners shall be responsible for the proper disposal of the pet's waste, without regard to their control over the pet at the time or location of the waste.

(4) Exercise. If the Board designates an area of the Common Element as a "pets area", then pets shall be exercised only within this area. Such designation shall not operation to diminish the Unit Owner's responsibility under (3) hereof.

(5) Behavior. Unit Owners are responsible for the behavior of pet occupying their unit and any handler thereof.

(6) Housing. Pets shall be housed exclusively within units. No exterior pens or cages shall be allowed.

(7) Licenses. Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association upon permit application.

(8) Noises. All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.

(d) **Window Treatments.** All windows within a unit open to exterior view shall be either uncovered or treated with draperies or curtains properly hung on drapery or curtain rods, shades and/or window blinds. For purpose of uniformity of exterior appearance, the Association, by rule and regulation, may from time to time determine and specify the type, quality and appearance of draperies and window treatments which will be visible from the exterior of the building. Unless and until such rules and regulations are adopted, all window treatments shall have a white or off-white backing.

(e) **Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the units or the Common Elements, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his/her unit or in the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements, or which would be in violation of any law or ordinance. No waste shall be left in the Common Elements.

(f) **Signs.** Other than political, no sign shall be displayed to the public view on or from any unit or the Common Elements without the prior consent of the Association. The Association may establish rules and regulations for the size and placement of "For Sale" signs. This provision shall not prohibit owner from erecting signs to expedite the sale of the units.

(g) **Noxious Activity.** No noxious or offensive activity shall be carried on in any units or in the Common Elements, nor shall anything be done therein which may be or become any annoyance or nuisance to others.

(h) **Alternations.** Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Association.

(i) **Use of Common Areas.** No owner may keep or store, or permit to be kept or stored any of the following items on any portion of the Common Elements or Limited Common Elements, including but not limited to all driveways:

(1) Any truck larger than a 3/4 -ton pickup truck

(2) Any truck used as a commercial vehicle containing any type of signage.

(3) Junked, inoperative or unlicensed vehicle.

(4) Boats, campers, recreational vehicles, snowmobiles, or any type of trailer.

Notwithstanding the foregoing, such vehicles as are reasonably necessary for the construction, reconstruction, repair and/or remodeling of units and Common Elements, and/or for moving or delivery purposes, shall be allowed, providing same do not remain on the property for any time period longer than is reasonably

necessary, and providing further than all owners of the Unit, jointly and severally, shall be responsible and liable to the Association for the repair of any damage to the Common or Limited Common Elements resulting therefrom.

(j) Temporary Structures. Temporary structures, such as sheds or other storage facilities, are prohibited on Common Elements.

(k) Storage. Patios or decks shall not be used for any storage or any kind, including but not limited to the storage of motorcycles, baby carriages, bicycles, or wagons, nor shall patios or decks be used for the drying or airing of laundry, carpets, rugs, or clothing. Furthermore, no grills shall be used or stored on patios or decks unless they are of a type using a cover in place while in use. No clotheslines shall be hung in Common or Limited Common Elements.

(l) Vehicle Maintenance. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

(m) Rummage Sales. No rummage or garage type sales shall be conducted in or about any unit on more than four (4) calendar days in any calendar year.

(n) Enforcement. The Declaration, these By-Laws and the Rules and Regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate. Including recourse to civil authorities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the Rules and Regulations to be charges and assessed against the owners of units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

ARTICLE IX

General

9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of Jine and end on the last day of May in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 Address. The mailing address of the Association shall be P.O. Box 944, Menomonee Falls, WI 53052 or such other address as may be designated by the Board of Directors from time to time.

9.3 Seal. The Board of Directors may provide a corporate seal which, if provided, shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE X

Amendments

10.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Members at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 Rights of Declarant. No amendment, repeal or alteration of these By-Laws shall alter or abrogate the rights of owner as contained in these By-Laws.

Article XI

Miscellaneous

11.1 Record of Ownership. Every Unit Owner shall, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all owners of the Unit, and the address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of address.

11.2 Statement of Assessments. The Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.3 Indemnity of Officers and Directors. Every person who is or was a Director or an Office of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his/her being or having been such Director or Officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his/her duty as such Director or Officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, taken or not taken in his/her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, Director or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him as a Unit Owner under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, and the Article and By-Laws of the Association, or as a member of the Association.

11.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as set forth in the Declaration and in said Condominium Ownership Act.

11.5 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision thereof which can be given effect.
Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

11.6 Transfer fee. The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the Condominium Association as a part of the Rules and Regulations. The transfer fee shall not be charged on initial sales by the Developer.

11,7 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.

Lone Oak Estates Condominium Association

CONDOMINIUM DECLARATION

LONE OAK ESTATES CONDOMINIUM ASSOCIATION
VILLAGE OF MENOMONEE FALLS
WAUKESHA, COUNTY, WISCONSIN

The Declaration establishes and describes Lone Oak Estates, the units and the common elements.

WC2539116-036

CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

Document Title

FEB 9 00000838

2539116

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

02-09-2000 3:18 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 74.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 36

Recording Area

Name and Return Address

TITLE WEST
N14 W24200 TOWER PLACE
SUITE 110
WAUKESHA WI 53188

PT MNFV 0091.998
Parcel Identification Number (PIN)

80/36

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, 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, 59.517. WRDA 2/96

CONDOMINIUM DECLARATION
FOR
LONE OAK ESTATES CONDOMINIUM

THIS DECLARATION is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by RFR Development Corp., hereinafter "Declarant".

1. STATEMENT OF DECLARATION.

Declarant, as the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon (hereinafter referred to as "The Property") hereby submits and subjects said property to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the land and constitute benefits and burdens of the Declarant, its successors and assigns, and all parties hereafter having any interest in the property.

2. NAME.

The real estate subject to this Declaration and all buildings and improvements thereon shall be known as LONE OAK ESTATES CONDOMINIUM.

3. LEGAL DESCRIPTION.

The real estate which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on Exhibit A-1 attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) **"ASSOCIATION"** shall mean and refer to Lone Oak Estates Condominium Association, Inc., a corporation formed under the non-stock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(b) **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, or the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.

(c) **"UNIT"** shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of

air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the Condominium Plat, a copy of which is attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

(d) **"UNIT NUMBER"** shall mean the number identifying a Unit.

(e) **"COMMON ELEMENTS"** shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures or improvements owned by any public utility or by any governmental agency or entity.

(f) **"LIMITED COMMON ELEMENTS"** shall mean those common elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) **"DECLARANT"** shall mean and refer to RFR Development Corp. and those successors and assigns of Declarant's rights. The Declarant may also be referred to as a Developer.

(h) **"MORTGAGE"** shall mean any recorded Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(i) **"MORTGAGEE" shall** mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgagee or such land contract.

(j) **"MAJORITY"** shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(k) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

5. BUILDINGS AND UNITS

5.1 BUILDING AND UNIT IDENTIFICATION. Each Unit shall be specifically designated by a Unit number, which shall consist of either 1 or 2 numerals. The Unit numbers are set forth on the Condominium Plat, a copy of which is attached hereto as Exhibit B. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached Exhibit C

5.2 UNIT BOUNDARIES. The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit. All attic space accessible exclusively from one Unit shall be considered part of that Unit. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. All plaster, drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, and similar interior finishing and decorating shall be considered part of the Unit.

The garage for each Unit shall be considered to be part of the Unit. Garages shall not be conveyed separately from Units. All conveyances of Units shall be deemed to include the conveyance of the garage included in such Unit whether or not the garage is specifically set forth in the document of conveyance.

6. DESCRIPTION, LOCATION AND TYPE OF BUILDINGS.

The buildings on the real estate described in Section 3 above are planned to be not more than two stories in height, with not more than two (2) Units per building, constructed principally of wood and use of masonry and concrete, with such exterior siding and trim materials as Declarant may determine in Declarant's sole discretion (subject to the provisions of Section 20.4 below), and, when built, will contain a total of 8 residential condominium Units in 4 buildings. The buildings will be located on the real estate as indicated in the Condominium Plat. The 8 residential condominium Units will not be built at the same time. It is the intent of the Declarant to build the residential condominium Units in stages. The number and stages and start up dates for construction of the residential condominium Units are within the sole discretion of the Declarant. Declarant has reserved expansion rights to expand the Condominium up to a maximum of 48 Units. The buildings in the Expansion Area may contain up to two (2) Units per building.

Declarant reserves the right to change, without the approval of the Unit Owners or the Condominium Association, the layout, location, dimensions and construction details of the building, Units and common and limited common elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and Units, and subject to the following:

(a) Notwithstanding the above, Declarant reserves the right to change the number, size and dimension of the buildings in which condominium Units are to be constructed as presently shown on the Condominium Plat, to larger or smaller residential building sizes, at its sole discretion, providing no building shall be constructed with more than two (2) Units, and provided further that no building designated as a single Unit building on the Plat shall be increased to a two (2) Unit building after the conveyance of the single Unit to a purchaser, without the written consent of the owner of such Unit.

(b) Declarant reserves the right to increase or decrease the square footage of any Unit and/or any building, including but not limited to the right to increase or decrease the square footage of land area occupied by any or all buildings.

(c) Such changes in the size of a building, the number of buildings, the number of Units in a building, and/or the size of any Units shall not increase the total number of Units (i.e. 48, including Units which may be added in the Expansion Area pursuant to Section 16 of this Declaration) to be built within this condominium development.

(d) In the event of any changes, the Declarant shall record, from time to time, an Addendum to the Plat of this condominium development showing the changes, including location, size and dimensions of said buildings with the appropriate designations thereof.

(e) The layout and exterior design of Units and buildings are further subject to the provisions of Section 20.4 below.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The common elements and facilities shall consist of all of LONE OAK ESTATES CONDOMINIUM, including improvements and appurtenances, except the individual Units and fixtures therein, as defined hereunder and shall include, without limitation, the land on which the buildings are located; the buildings' exteriors, including garage exteriors; perimeter and bearing walls; surface parking; building roofs; foundations; common pipes, ducts, electrical wiring and conduits; common utility services; public utility lines (except those owned by the applicable utility); outside walls; beams and supports; and the walks, driveways, and landscaping comprising the condominium property.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each owner shall have the right to ingress and egress over, upon and across the common area necessary for access to his Unit and a right of enjoyment in and to the common areas (except those designated as limited common elements, the use of which are limited to one or more, but less than all, of the Unit owners).

7.3 Easements. Each Unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls of his Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of any of the buildings, and provided further that the common elements and facilities be restored to their former condition by the Unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association for the installation, maintenance and repair of common utility services located in and/or on any part of the common elements or Units.

8. LIMITED COMMON ELEMENTS.

8.1 Description. The limited common elements and facilities are those areas designated as limited common elements on the Condominium Plat, and all portions of any porches, patios, decks, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat. The exclusive use of limited common elements shall be reserved to the owner or occupant for the Unit to which they are appurtenant, to the exclusion of all other Units and Unit owners in the condominium. That portion of any driveway or walkway which services more than one, but less than all, of the Units is hereby deemed a limited common element appurtenant to the Units serviced thereby.

8.2 Patios, Decks and Porches. All patios, decks and porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, are limited common elements appurtenant to the Unit to which same are attached. Developer has the express right to construct patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, at the time of initial construction of any Unit. After the sale of a Unit by the developer, or the completion of construction of a Unit, whichever is later, the Unit owner shall thereafter have the right, subject to the approval of the Association and subject to such approvals and permits as may be required by the municipality in which the Condominium is located, to add one or more patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens. Any such patio, deck and/or porch added by a Unit owner shall be located in the side and/or rear yard of the Unit. No patio, deck or porch shall be added by any Unit owner without the approval required pursuant to Section 20.1 of this Declaration. The Unit owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including any roof or awning covering same, and including any windows or screens enclosing same.

8.3 Use. The manner of use of the limited common elements shall be governed by this Declaration, the By-laws of the Association, and such rules and regulations as may be established by the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to this Declaration, the By-Laws and/or the rules and regulations. No major or structural changes or alternations shall be made by any Unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other Unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his Unit.

Each Unit's fractional share of ownership in the common elements shall be 1/8th. This fractional share is subject to change pursuant to Section 16 of this Declaration.

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit owners shall be entitled and required to be a member of an association of Unit owners known as Lone Oak Estates Condominium Association, Inc. (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there by more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any of the other owners of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications and obligations of the members may be further set forth in the Articles of Incorporation and the By-Laws of the Association.

10.3 Control. Notwithstanding any other provisions herein contained, and to the extent not prohibited by applicable law, Declarant, its successors and assigns, shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have sufficient votes to constitute a majority of votes until all of its Units are sold, including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration; provided, further, that Declarant's control shall cease seven years after the first Unit is conveyed by Declarant to any person other than Declarant, or thirty days after the conveyance of seventy-five percent of the common element interest to purchasers, (determined by including the common element interest appertaining to any and all Units not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), whichever time is earlier. Each owner of a condominium Unit is LONE OAK ESTATES CONDOMINIUM shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association. The foregoing provision for Declarant control shall not apply to the election of those directors required to be elected by Unit owners other than the Declarant pursuant to Wisconsin Statutes sec. 703.13(2)(d).

10.4 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each Unit.

11. RESIDENTIAL PURPOSE.

The buildings and the Units contained therein, and the common and limited common elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and rules and regulations of the Association. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the common elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The use of Units and common and limited common elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than thirty (30) days. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number, and such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached. Any such lease shall not relieve a Unit owner from any

obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation of the Association, and/or rules and regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or rules and regulations of the Association.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit owner shall be responsible for keeping the interior of his Unit, all of its equipment, fixtures and appurtenances, and all patios, decks and porches, in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his/her Unit, and all patios, decks and porches, all as may be more fully set forth in the By-Laws and/or rules and regulations of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connected with, the Unit or the limited common elements appurtenant to the Unit.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the buildings and exterior walls and roofs, parking, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, walks, drives and landscaping. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, shall be charges to the Unit owners as a common expense.

12.3 Limited Common Elements. Each Unit owner shall keep the limited common elements appurtenant to his Unit, as defined in Section 8 hereto and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

12.4 Prohibition Against Structural Changes by Owner. A Unit owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the building in which his Unit is located or any common or limited common elements and facilities or make or install any improvements or equipment which may affect other Units or the owner of other Units. A Unit owner shall not perform, or allow to

be performed, any act which will impair the structural soundness or integrity of any building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.5 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.

12.6 Decorating. Each Unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his Unit.

12.7 Delegation of the Maintenance of Common Elements. Notwithstanding any other provision of this Declaration, the Association is hereby expressly granted the power to delegate to Unit owners some or all of the routine maintenance of common elements and/or limited common elements, and the expense of repair and/or replacement occasioned by the failure of the Unit owner to properly maintain same shall be the responsibility of the Unit owner, and not a common expense of the Association. The delegation of maintenance responsibilities shall be set forth in the By-Laws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its Rules and Regulations.

12.8 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of the majority of all members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, porches, decks, etc.) which affect the exterior appearance of LONE OAK ESTATES CONDOMINIUMS, and to charge the expenses for same as a common expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided,

however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a common expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE.

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any other common elements and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as Trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Association insurance shall be in an amount at least equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation, which amount shall be examined periodically. Such insurance shall afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use.

In the event of partial or total destruction of the building or other common elements and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the Unit owners' individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of insurance protection. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his own expense, from obtaining any additional insurance coverage on his improvements or on his Unit.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors shall also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

All premiums for Association insurance and other insurance obtained by the Association shall be a common expense of the condominium, except that any increase in the rating or premium charge for any such insurance caused by the character of any Unit, and/or by the character of use of any Unit shall be an expense solely for such Unit owner. A complete insurance appraisal of each building on the condominium shall be made at least once every three (3) years. Unless otherwise required by applicable law, the insurance appraisal may be dispensed with if the insurance policy includes guaranteed replacement cost coverage.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

15.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such other purposes as are permitted by the terms of this Declaration.

15.3 Annual Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

15.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a

meeting duly called for this purpose: and provided further, however, that as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), no such special assessment shall be enacted for the acquisition or construction of any new capital improvement, or for the acquisition of any personal property for common use, unless such special assessment is consented to, in writing, by Declarant. Written notice of any meeting called for the purpose of taking any action authorized under this Section 15.4 shall be sent to all affected members in the manner prescribed by the By-Laws, and to any mortgagee who shall request such notice in writing, not less than ten (10) days or more than sixty (60) days in advance of the meeting. The Declarant shall not be entitled to utilize the provisions of this Section 15.4 so as to cause a Special Assessment to be levied for the purpose of assessing Unit owners for the cost of Declarant's initial Common Element improvements.

15.5 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any limited common elements;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Condominium Documents by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of common elements and facilities resulting from the failure of a Unit owner to perform delegated maintenance.

(h) Sums due the Association pursuant to Sec. 20.1 of this Declaration.

(h) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant or its successors or assigns shall pay to the Association, at time of conveyance of the Unit, for working capital purposes, a sum equal to Two Hundred Dollars ($200.00) or one-sixth (1/6th) of the annual assessment, whichever is greater. As long as Developer is in control of the Association, Developer shall not use any of said working capital funds to defray Developer's expenses or construction costs. The working capital contribution applies only to a sale to an initial purchaser, and shall not be collected upon any subsequent transfer or sale of a Unit.

15.7 Uniform Rate of Assessment. Both annual and Special Assessments must be fixed at a uniform rate for all Units subject to assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the first day of the first month following the conveyance of the such Unit by the Declarant, or on the first day of the first month following the occupancy of such Unit for residential purposes, whichever occurs first, provided, however, that with respect to any Unit conveyed by Declarant prior to the issuance of an Occupancy Permit for such Unit, the monthly installments for such Unit shall commence on the first day of the first month following the issuance of an Occupancy Permit (temporary or final) for such Unit, or the first day of the first month following the occupancy of such Unit for residential purposes, whichever occurs first. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

15.10 Lien for Assessments. All sums assessed to any Unit pursuant to this Section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A Lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Waukesha County, Wisconsin, Real Estate Records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date, due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by an Officer or agent of the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Waukesha County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin, or as otherwise provided by law. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Waukesha County, Wisconsin, Real Estate Records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.11 Effect of Non-payment; Remedies. Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner

personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent.

15.12 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth above shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any assessments which thereafter become due or from the lien thereof.

16. EXPANDING CONDOMINIUM

16.1 Annexation of Condominium Property. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium by annexing to the plan of Condominium Ownership which is the subject of this Declaration, in one or more stages, at any time prior to the expiration of ten years after the date of the recording of this Declaration, all or any portion of the real property which is described in Exhibit A-2 which is attached hereto, and incorporated herein. The real property which is subject to annexation is designated as "EXPANSION LANDS" on the Condominium Plat. The general outlines and locations of the buildings and Units which may be constructed thereon are shown on said Plat.

16.2 Restrictions and Conditions Applicable to Annexed Property. The maximum number of Units which may be added as a result of the annexation of the real property described in Exhibit A-2 is forty (40) Units, for a maximum total of forty-eight (48) Units. The Units added, and their owners, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws.

16.3 Change in Fractional or Percentage Interest. In the event of the addition of Unit(s) pursuant to an annexation as set forth above, the fractional or percentage common element interest, the fractional interest for voting purposes, the liabilities for common expenses and the rights to common surpluses appurtenant to each Unit following the addition of such property to the Condominium shall be that fraction using the number 1 as the numerator and using the total number of Units subject to this Declaration, including the Unit(s) added pursuant to such annexation, as the denominator.

16.4 Voting Rights. Following the addition of Unit(s) pursuant to annexation, the number of votes appurtenant to each Unit subject to this Declaration, including the added Unit(s), shall be one (1).

16.5 Procedures for Annexation. The right of annexation created and reserved herein to Declarant, its successors and assigns, shall be exercised by recording one or more amendments to this Declaration and one or more Addendums to the Condominium Plat in the manner and form required by Wisconsin Statutes Sec. 703.26. By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit and each assignee or successor in title to such Unit shall, in the event of annexation as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the common elements, the liabilities for common expenses and the rights to common surpluses, and to the adjustment of the total number of votes, and Declarant, its successors and assigns, shall have, in the event of such annexation, the right, power and authority to execute, deliver and record in the office of the Register of Deeds for Waukesha County, Wisconsin, on its own behalf, and on behalf of the grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the percentage or fractional undivided interest in the common elements, the liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association. Any and all annexation amendments to this Declaration may be executed by the Developer, and/or its successors and assigns, alone, and shall not be subject to the provisions of Section 23.6 of this Declaration.

16.6 Consent of Unit Owners and Power of Attorney. Each Owner of a Condominium Unit shall be deemed by acceptance of a deed to any Unit to agree, approve and consent to the aforesaid annexation, or series of annexations, or to any part thereof, and the aforesaid adjustment in and to the percentages of the undivided interest in the Common and Limited Common Elements and facilities pertaining to each Unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for an in the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this section. Nothing contained herein shall be deemed to place any obligation whatsoever on the Declarant, its successors and assigns, with respect to accomplishment of any annexation of the aforesaid property, or construction of any Condominium Units thereon, nor shall anything contained herein be deemed to grant or create a right to Unit Owners under this Declaration with respect to such annexation or construction of Units. The condominium, if and when expanded to forty-eight (48) Units, may or may not include all of the land described in Exhibit A-2.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the common elements and facilities and limited common elements through judicial proceeds or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

18. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

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

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements may hereafter be declared and granted for the benefit of the Unit owners by the Declarant, as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration), and thereafter by the Association, for utility purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television wires and equipment, electrical and/or fiber optic conduits, wires and equipment, including power transformers, and such other utility service lines which may exist now or in the future, over, under, along and on any part of the common elements and limited elements and facilities to service the condominium property. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of Declarant over, under, along and on any part of the common elements and limited elements and facilities.

19.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common element and facilities, or limited common elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

19.3 Binding Effect. All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all

Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. ARCHITECTURAL CONTROL.

20.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings shall be constructed, erected, planted or maintained except such as are installed or approved by the Developer in connection with the initial construction of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing by the Board of Directors of the Association, or by a representative or committee designated by the Board of Directors. Approval may be granted or denied at the discretion of the Board or its designee. In the event any such addition, alteration or decoration is done without the consent of the Board or its designee, and if no suit to enjoin such work or force its removal has been commenced within one (1) year after the completion of such work, such work shall be deemed to have been approved, providing such work does not impair the structural integrity or soundness of any building or tend to increase maintenance costs to the Association. If such work does impair such structural integrity or soundness, or increase Association maintenance costs, suit to enjoin such work, to force its removal, to require restoration, and/or to collect damages may be instituted at any time. The approval of any work. whether by written consent or by lapse of time after completion, shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Lone Oak Estates Condominium is part of a Planned Residential Development (PRD) pursuant to the Zoning Ordinances of the Village of Menomonee Falls. As part of the PRD approval for Lone Oak Estates Condominium, the Village, through its Architectural Control Board, has reserved approval authority with respect to landscaping and the exterior appearance of Units in Lone Oak Estates Condominium. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the owner(s) of such Unit, for obtaining any required Village approvals. The owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or Village approval.

20.2 Developer Control. During the period of Developer Control, Developer shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.

20.3 Antennae. No exterior antennae, other than one dish antenna not exceeding 36 inches in diameter per Unit, shall be placed on any building without the approval of

the Board or its designee, which approval may be permitted or denied at the sole discretion of the Board or its designee. No satellite dishes exceeding 36 inches in diameter shall be allowed on the property, either on a temporary or permanent basis, at any time. With respect to dish antennas not exceeding 36 inches in diameter, no more than one shall be allowed for any Unit, same shall not be attached to the front of any building, and same shall not be located in the front yard of any building.

20.4 Architectural Control by the Village of Menomonee Falls. Lone Oak Estates Condominium is part of a Planned Residential Development (PRD) pursuant to the Zoning Ordinances of the Village of Menomonee Falls. As part of the PRD approval for Lone Oak Estates Condominium, the Village, through its Architectural Control Board, has reserved approval authority with respect to the exterior appearance of Units in Lone Oak Estates Condominium. Unless otherwise approved or permitted by the Architectural Control Board of the Village of Menomonee Falls, the Declarant's rights to determine or change, at time of initial construction, the layout, location, dimensions and construction details of the buildings, Units and common and limited common elements is subject to the following design parameters:

A. The design and coloring of Units shall be varied such that no two Units of the identical exterior design and color scheme shall be located within 3 Units of each other on the same side of any street.

B. No more than three (3) two Unit buildings in which the entries for both garages face the same street (as opposed to two Unit buildings containing at least one side entry garage, and/or corner buildings with garages facing different streets) shall be constructed, and there shall be not less than 2 other buildings on the same side of the street between each of the three (3) buildings.

C. There shall be not less than 30 feet between buildings.

21. MORTGAGE RIGHTS.

21.1 Right to Notice. The holder of any first mortgage or land contract upon a Unit in LONE OAK ESTATES CONDOMINIUM ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident agent as specified herein, shall be entitled to receive notice from the Association of the following matters:

(a) Written notice as to any default or delinquency in the performance by the individual Unit owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor;

(b) Written notice of the call of any meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles of Incorporation of the Association, or by the By-Laws of the Association.

(c) Written notice of any damage or destruction to the common elements of the Condominium, including the buildings, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding $10,000.00, at such time as such damage or destruction is known to the Board of Directors.

21.2 Prior Consent. Except as provided by the Act in the case of damage to or destruction of all or any part of the property, the Association shall not, unless the Mortgagees of at least 75% of the Units have given their prior written consent:

(a) Change the undivided percentage interest in the common elements of the Condominium appurtenant to any Unit, or the manner of making assessments for common expenses based upon such percentage.

(b) Partition or subdivide any Unit or common elements by the Condominium.

(c) By act or omission seek to abandon or terminate the Condominium or encumber or convey any part of the common elements of the Condominium.

22. REALLOCATION OF BOUNDARIES.

Unit owners in LONE OAK ESTATES CONDOMINIUM may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units upon compliance with the applicable provisions of the Act. The Board may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate.

23. GENERAL PROVISIONS.

23.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

23.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances 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, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

23.3 Termination. This Declaration may be terminated only in the manner allowed by the Act as of the time of termination.

23.4 Notices. All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Resident Agent specified herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

23.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

23.6 Amendments. Except as herein limited and provided, this Declaration may be amended by an instrument signed by not less than sixty-six and two thirds percent (66-2/3%) of the Unit Owners; provided, however, that, as long as Declarant owns any unsold Unit (including but not limited to any and all Units, built or unbuilt, not yet annexed to the Project which Declarant has the right to annex pursuant to Section 16 of this Declaration) no Amendment to this Declaration shall be effective unless consented to in writing by Declarant. No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any mortgagee, without the consent of all such mortgagees. In no event shall the consent or signature of Unit owners or mortgagees be required for any Amendment pursuant to Section 16 of this Declaration.

23.7 Registered Agent. The initial registered agent for service of process shall be Roy Wildt. The address of the initial registered agent is: N89 W16416 Main Street, Menomonee Falls, WI 53051. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Department of Financial Institutions of the State of Wisconsin and with the Register of Deeds for Waukesha County, Wisconsin.

23.8 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.

23.9 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.

IN WITNESS WHEREOF, the said RFR Development Corp., Declarant, has caused this document to be executed this 9th day of February, 2000.

RFR Development Corp.

By: _____
Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

Personally came before me this 9th day of February, 2000, the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Daniel R. Heiden
Notary Public, State of Wisconsin
My Commission ~~expires~~/is permanent: _____

DANIEL R. HEIDEN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Atty. Daniel R. Heiden
State Bar No. 1017551
Heiden & Associates, S.C.
405 N. Calhoun Rd., Suite 101
Brookfield, WI 53005
DRH020700

EXHIBIT A-1

LEGAL DESCRIPTION OF LONE OAK ESTATES CONDOMINIUM (PHASE I)

OUTLOT 1 of LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

ALSO:
The North 130.00 feet of LOT 1 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

ALSO:
All that part of LOT 17 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin bounded and described as follows: commencing at the Northeast corner of said LOT 17; thence S.88°14'24"W., along the north line of said LOT 17, 164.97 feet to a point; thence S.06°38'59"W., 147.84 feet to a point on the north line of RAVENWAY DRIVE; thence Southeasterly, 139.09 feet, along the arc of a curve, center lying to the south, with a radius of 285.02, and with a chord which bears S.76°07'36"E., a chord distance of 137.71 feet to a point on the west line of MARVEL DRIVE; thence Northeasterly 159.16 feet, along the arc of a curve, center lying to the west, with a radius of 252.15 feet, and with a chord which bears N.17°58'04"E., a chord distance of 156.53 feet to a point; thence N.00°06'56"W., 36.06 feet to the point of beginning.

ALSO:
All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 16; thence westerly, 103.98 feet, along the arc of a curve, center lying to the south, with a radius of 225.02 feet, and with a chord which bears N.76°52'05"W., a chord distance of 103.06 feet to a point; thence S.89°53'36"W., 63.99 feet to a point; thence S.00°06'24"E., 128.59 feet to a point; thence S.86°40'05"E., 119.30 feet to a point on the East line of said LOT 16; thence Northeasterly 121.29 feet along the arc of a curve, center lying to the East, with a radius of 450.00 feet, and with a chord which bears N.21°51'24"E., a chord distance of 120.92 feet to the point of beginning.

ALSO:
All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 15; thence S.03°50'35"W., 139.17 feet to a point; thence S.21°00'11"W., 129.08 feet to a point; thence S.32°20'18"W., 10.00 feet to the point of beginning of the lands to be described; thence continuing S.32°20'18"W., 96.29 feet to a point; thence S.16°16'57"W., 20.00 feet to a point; thence N.69°40'00"W., 132.65 feet to a point on the West line of said LOT 15; thence Northeasterly 106.46 feet along the arc of a curve, center lying to the Southeast, with a radius of 390.00 feet and with a chord bearing N.29°00'43"E., a chord distance of 106.13 feet to a point of reverse curve; thence Northeasterly, 31.65 feet, along the arc of a curve, center lying to the Northwest with a radius of 312.15 feet and with a chord which bears N.33°55'45"E., a chord distance of 31.63 feet to a point; thence S.60°06'23"E., 129.62 feet to the point of beginning.

Tax Key No.: Part of MNFV 0091.998

EXHIBIT A-2

LEGAL DESCRIPTION OF EXPANSION LANDS

All of LOT 1 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, excepting therefrom the North 130 feet thereof.

ALSO:
All that part of LOT 17 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 17; thence S.88°14'24"W., along the north line of said LOT 17, 164.97 feet to the point of beginning of the lands to be described; thence continuing S.88°14'24"W., along said line, 306.41 feet to a point; thence S.00°06'24"E., 137.97 feet to a point; thence N89°53'36"E., 288.89 feet to a point; thence N.06°38'59"E., 147.84 feet to the point of beginning.

ALSO:
LOT 18 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

ALSO:
All that part of LOT 16, LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said LOT 16; thence N.89°53'36"E., 225.00 feet to a point; thence S.00°06'24"E., 128.59 feet to a point; thence N.86°40'05"E., 119.30 feet to a point on the easterly line of said LOT 16; thence Southerly 111.87 feet, along the arc of a curve, center lying to the East, with a radius of 450.00 feet, and with a chord bearing S.07°01'00"E., a chord distance of 111.58 feet to a point; thence S.88°06'23"W., 211.77 Feet to a point; thence North and Westerly 314.62 feet to a point; thence S.88°06'23"W., 211.77 Feet to a point; thence S.00°06'24"E., 184.23 feet, along the arc of a curve, center lying to the Northeast, with a radius of 115.00 feet and with a chord which bears N.46°00'01"W., a chord distance of 165.15 feet to a point; thence N.00°06'24"W., 452.75 feet to the point of commencement.

ALSO:
All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 15; thence S.07°50'35"W., 139.17 feet to a point; thence S.21°00'11"W., 129.08 feet to a point; thence S.32°20'18"W., 10.00 feet to a point; thence N.60°06'23"W., 129.62 feet to a point on the Westerly line of said LOT 15; thence Northeasterly 169.64 feet, along the arc of a curve, center lying the West, with a radius of 312.15 feet, and with a chord which bears N.15°27'13"E., a chord distance of 167.56 feet to a point; thence N.00°06'56"W., 37.75 feet to a point; thence N.88°14'24"E., 128.80 feet to the point of beginning.

ALSO:
All that part of the aforementioned LOT 15, bounded and described as follows: Commencing at the Southwest corner of said LOT 15; thence N.00°06'24"W., 312.75 feet to a point; thence Northeasterly, 144.97 feet, along the arc of a curve, center lying to the East, with a radius of 390.00 feet, and with a chord which bears N.10°32'33"E., a chord distance of 144,14 feet to a point; thence S.69°40'00"E., 132.65 feet to a point; thence S.16°16'57"W., 68.01 feet to a point; thence S.00°51'59"W., 102.85 feet to a point; thence S.01°53'37"E., 105.89 feet to a point; thence N.88°06'23"E., 196.63 feet to a point; thence S.01°53'37"E., 129.08 feet to a point; thence Westerly, 9.29 feet, along the arc of a curve, center lying to the North, with a radius of 50.00 feet, and with a chord which bears S.82°47'00"W., a chord distance of 9.28 feet to a point; thence S.88°06'23"W., 324.82 feet to the point of beginning.

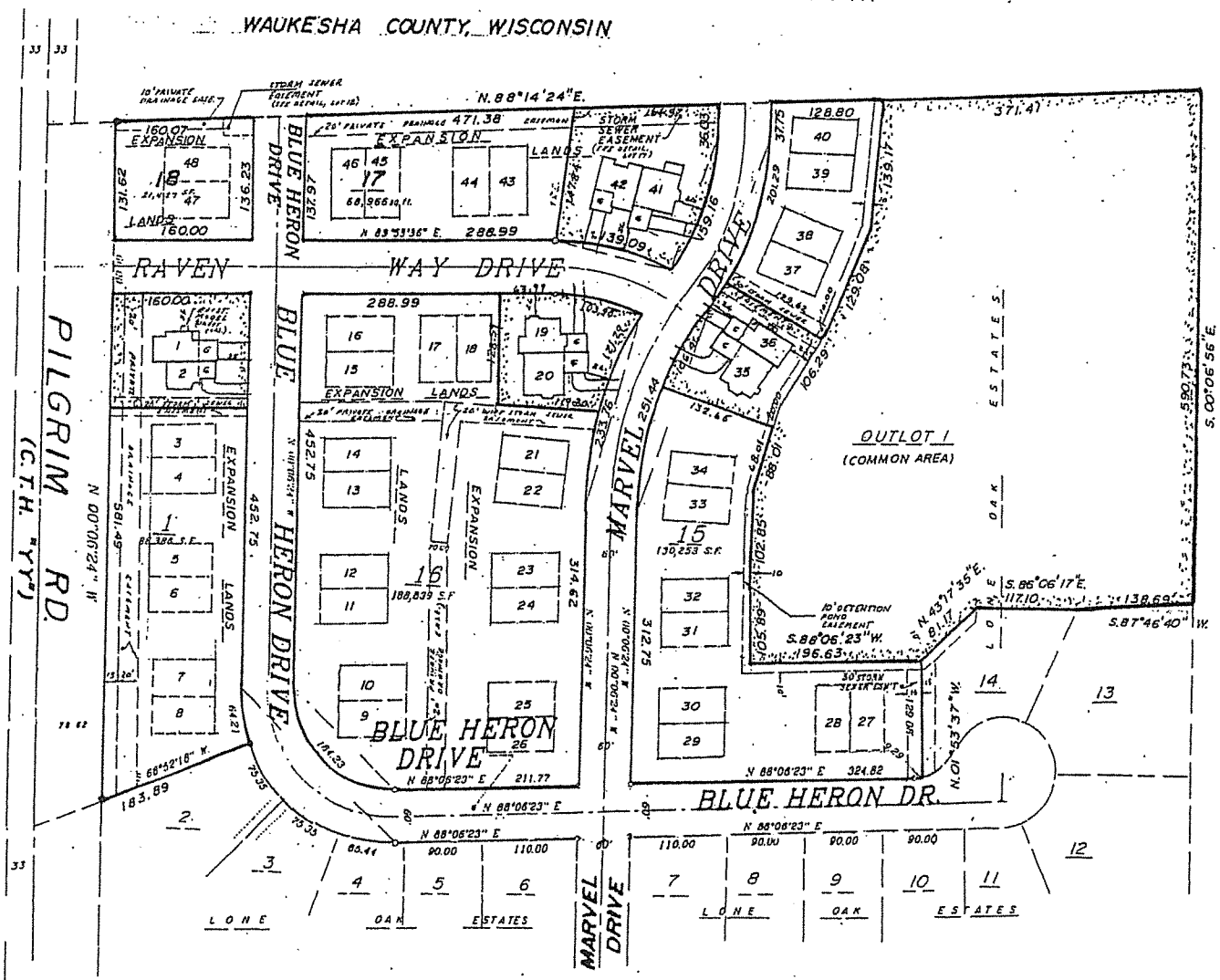
Tax Key No.: Part of MNFV 0091.998

FEB 9000000863

EXHIBIT B

LONE OAK ESTATES CONDOMINIUM

WAUKESHA COUNTY, WISCONSIN



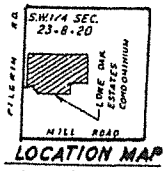
SURVEY CERTIFICATE

Survey Certificate
State of Wisconsin)
Milwaukee County)ss
I, Gary J. Smith, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements therein can be determinod from this plat.

Gary J. Smith

WISCONSIN
GARY J. SMITH
2195
MILWAUKEE, WI
LAND SURVEYOR

INTERLINE SURVEY SERVICES, INC.
11221 W. FOREST HOME AVE
HALES CORNERS, WISCONSIN 53130
PHONE 425-2080



LOCATION MAP
SCALE: 1"=2000'

GRAPHIC SCALE
10 0 25 50 100 200 300
SCALE: 1" 100'

* SEE DETAIL SHEETS - EACH LOT - FOR MORE INFORMATION.

- DENOTES INITIAL PHASE

SHEET 1 OF 10

LONE OAK ESTATES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN

1. LEGAL DESCRIPTION OF LONE OAK ESTATES CONDOMINIUM

OUTLOT 1 of LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

ALSO:
The North 130.00 feet of LOT 1 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

ALSO:
All that part of LOT 17 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin bounded and described as follows: Commencing at the Northeast corner of said LOT 17; thence S.88°14'24"W., along the north line of said LOT 17, 164.97 feet to a point; thence S.06°38'59"W., 147.84 feet to a point on the north line of RAVENWAY DRIVE; thence Southeasterly, 139.09 feet, along the arc of a curve, center lying to the south, with a radius of 285.02, and with a chord which bears S.76°07'36"E., a chord distance of 137.71 feet to a point on the west line of HARVEL DRIVE; thence Northeasterly 159.16 feet, along the arc of a curve, center lying to the west, with a radius of 252.15 feet, and with a chord which bears N.17°58'04"E., a chord distance of 156.53 feet to a point; thence N.00°06'56"W., 36.06 feet to the point of beginning.

ALSO:
All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 16; thence westerly, 103.98 feet, along the arc of a curve, center lying to the south, with a radius of 225.02 feet, and with a chord which bears N.76°52'05"W., a chord distance of 103.06 feet to a point; thence S.89°53'36"W., 63.99 feet to a point; thence S.00°06'24"E., 128.59 feet to a point; thence S.86°40'05"E., 119.30 feet to a point on the East line of said LOT 16; thence Northeasterly 121.29 feet along the arc of a curve, center lying to the East, with a radius of 450.00 feet, and with a chord which bears N.21°51'24"E., a chord distance of 120.92 feet to the point of beginning.

ALSO:
All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 15; thence S.03°50'35"W., 139.17 feet to a point; thence S.21°00'11"W., 129.08 feet to a point; thence S.32°20'18"W., 10.00 feet to the point of beginning of the lands to be described; thence continuing S.32°20'18"W., 96.29 feet to a point; thence S.16°16'57"W., 20.00 feet to a point; thence N.69°40'00"W., 132.65 feet to a point on the West line of said LOT 15; thence Northeasterly 106.66 feet along the arc of a curve, center lying to the Southeast, with a radius of 390.00 feet and with a chord bearing N.29°00'43"E., a chord distance of 106.13 feet to a point of reverse curve; thence Northeasterly, 31.65 feet, along the arc of a curve, center lying to the Northwest with a radius of 312.15 feet and with a chord which bears N.33°55'45"E., a chord distance of 31.63 feet to a point; thence S.60°06'23"E., 129.62 feet to the point of beginning.

2. LEGAL DESCRIPTION OF EXPANSION LANDS

All of LOT 1 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, excepting therefrom the North 130 feet thereof.

ALSO:
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ALSO:
LOT 18 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

ALSO:
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ALSO:
All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 15; thence S.03°50'35"W., 139.17 feet to a point; thence S.21°00'11"W., 129.08 feet to a point; thence S.32°20'18"W., 10.00 feet to a point; thence N.60°06'23"W., 129.62 feet to a point on the Westerly line of said LOT 15; thence Northeasterly 169.64 feet, along the arc of a curve, center lying the West, with a radius of 312.15 feet, and with a chord which bears N.15°27'13"E., a chord distance of 167.56 feet to a point; thence N.00°06'56"W., 37.75 feet to a point; thence N.88°14'24"E., 128.80 Feet to the point of beginning.

ALSO:
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A. "Common Elements": The Common Elements consist of the entire condominium description except the Units and the area designated as "Expansion Lands".

B. "Limited Common Elements": The Limited Common Element portion of the Common Elements consists of all porches, patios, decks, walkways and driveways which service and/or are appurtenant to one and only one Unit, and such additional areas as are designated as Limited Common Elements pursuant to the Condominium Declaration.

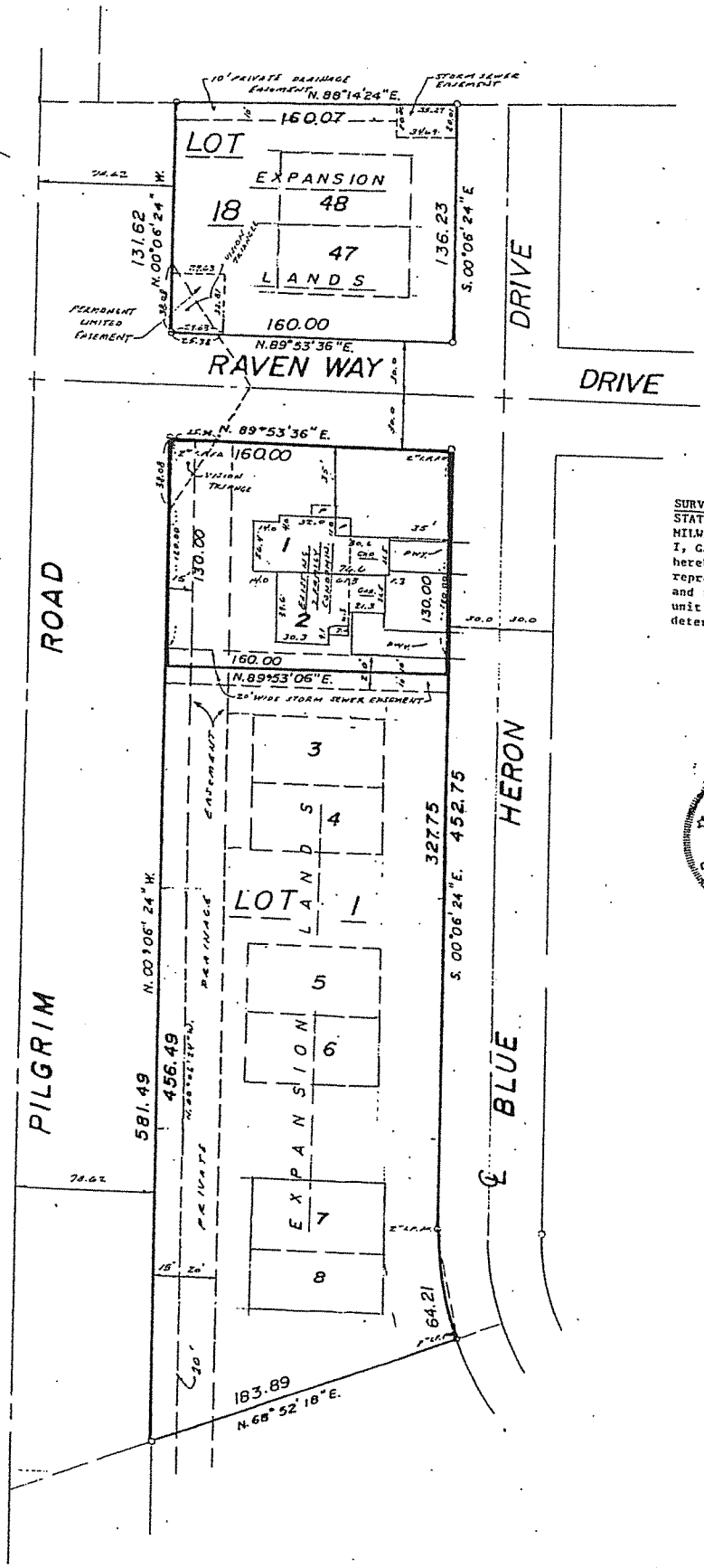
C. "Expansion Lands": Pursuant to the provisions of the Condominium Declaration for Lone Oak Estates Condominium, the Declarant has reserved the right to add additional land, buildings, Units and Common Elements to Lone Oak Estates Condominium in one or more phases. The expansion area is shown on this plat as "Expansion Lands". The Declarant has the right to expand the condominium up to a maximum total of 48 Units. In expanding the condominium to 48 Units, the Declarant need not add all of the additional land designated as "Expansion Lands". The Common Elements for the expansion area, if and when added, will consist of the property so added, except the Units. The Units in said future phases will have Limited Common Elements similar to those in the first phase.

D. The Easements shown on this plat depict the easements set forth on the subdivision plat for LONE OAK ESTATES SUBDIVISION.

LONE OAK ESTATES CONDOMINIUM

WAUKESHA COUNTY, WISCONSIN

FEB 900000865



SURVEY CERTIFICATE

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, GARY J. SMITH, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements therein can be determined from this plat.

GARY J. SMITH R.L.S. NO. 2195

WISCONSIN
GARY J. SMITH
2195
MILWAUKEE, WI
LAND SURVEYOR

SCALE: 1" = 50'

CURVE DATA

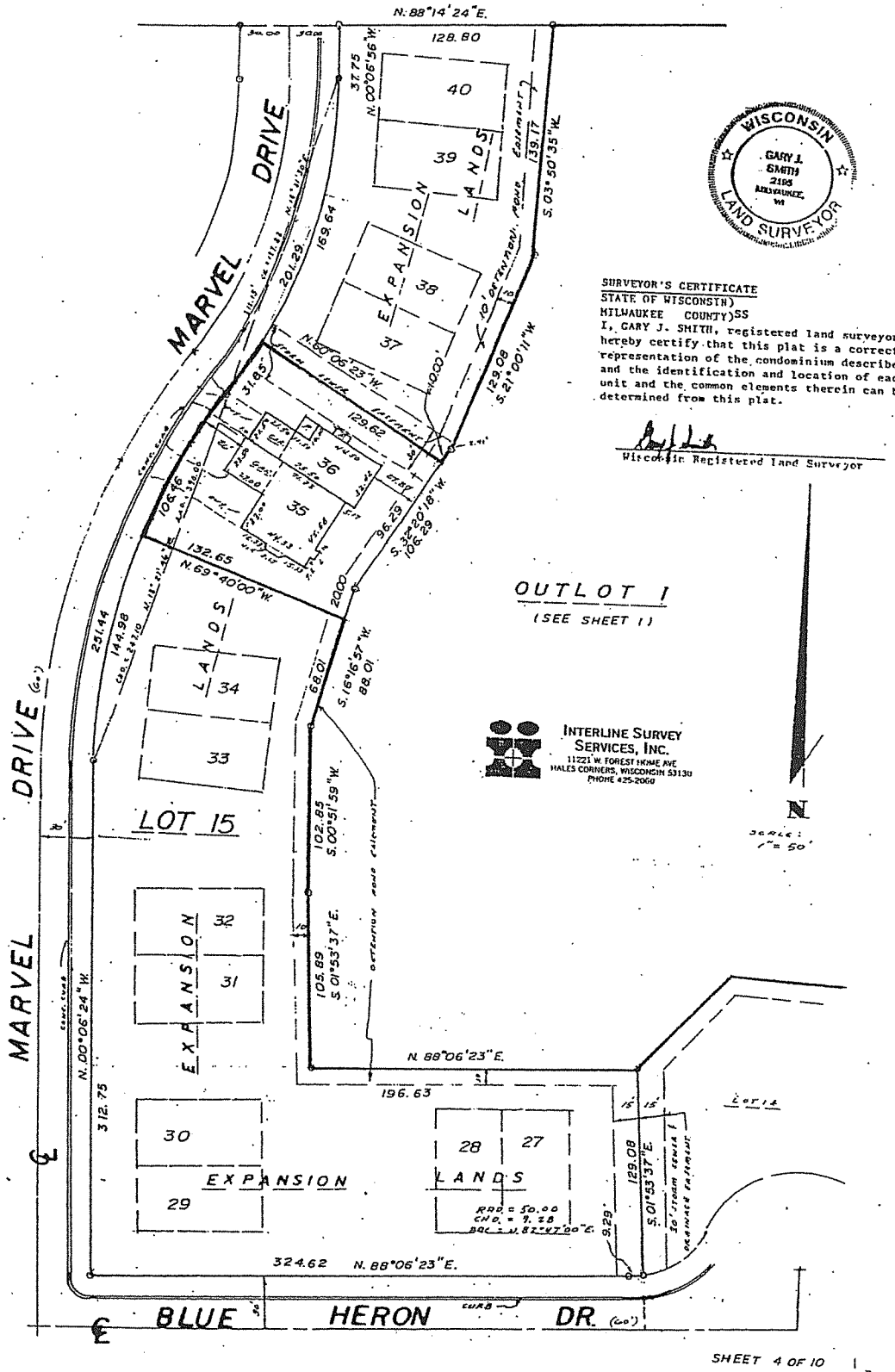
RAD. = 175.00'
CHD. = 63.85
Δ = 21°01'21"
BBG. = S.10°37'03"E.

INTERLINE SURVEY SERVICES, INC.
11221 W. FOREST HOME AVE
FRANKLIN, WISCONSIN 53132
PHONE 425-2060

FEB 9 000008.66

LONE OAK ESTATES CONDOMINIUM

WAUKESHA COUNTY, WISCONSIN



WISCONSIN
GARY J. SMITH 2195 MILWAUKEE, WI
LAND SURVEYOR

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, GARY J. SMITH, registered land surveyor hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements therein can be determined from this plat.

Wisconsin Registered Land Surveyor

LONE OAK ESTATES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN

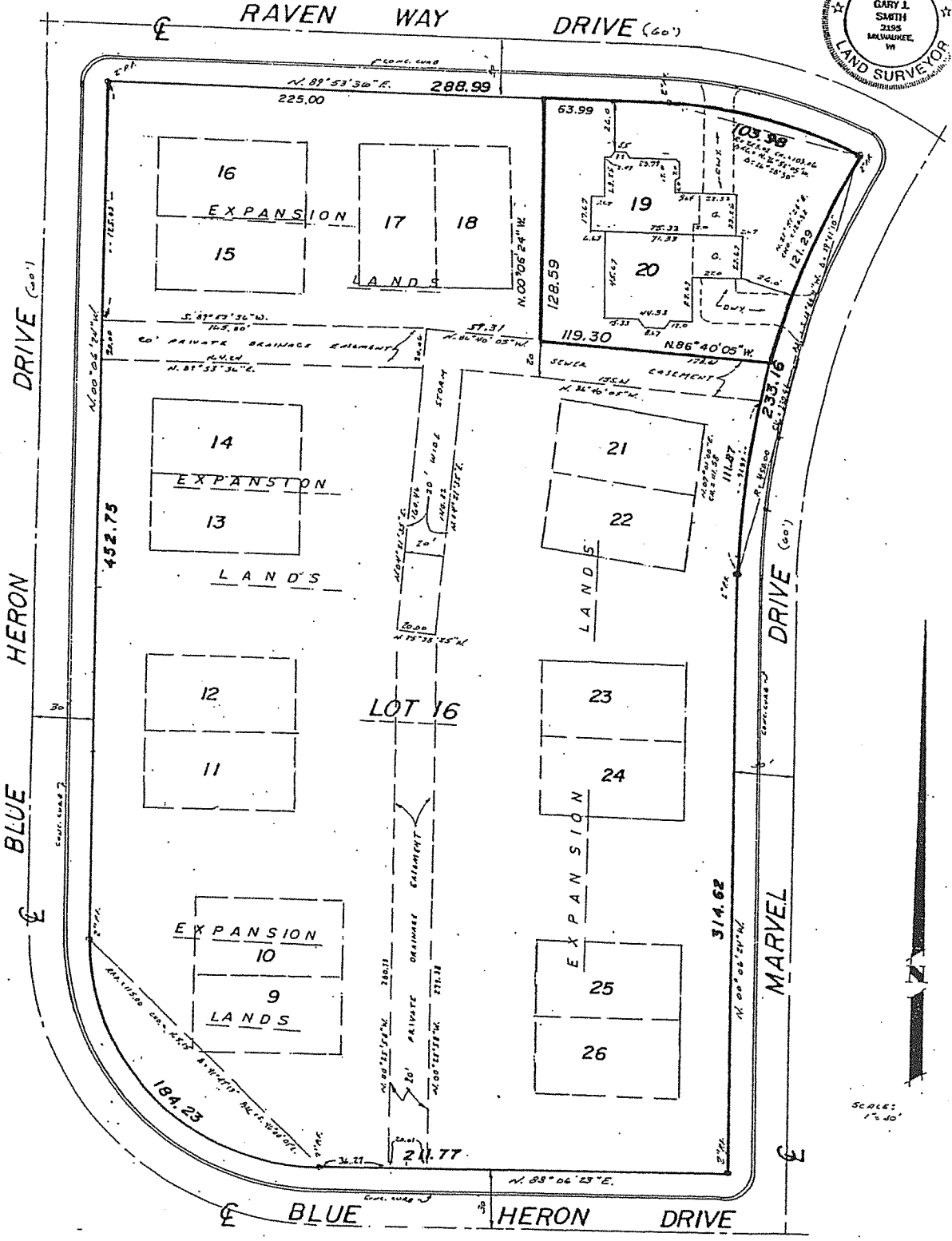
FEB 900000867

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS
I, GARY J. SMITH, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements therein can be determined from this plat.

GARY J. SMITH R.L.S. NO. 2195

INTERLINE SURVEY SERVICES, INC.
11221 W. FOREST HOME AVE
FRANKLIN, WISCONSIN 53132
PHONE 425-2060

WISCONSIN GARY J. SMITH 2195 MILWAUKEE, WI LAND SURVEYOR

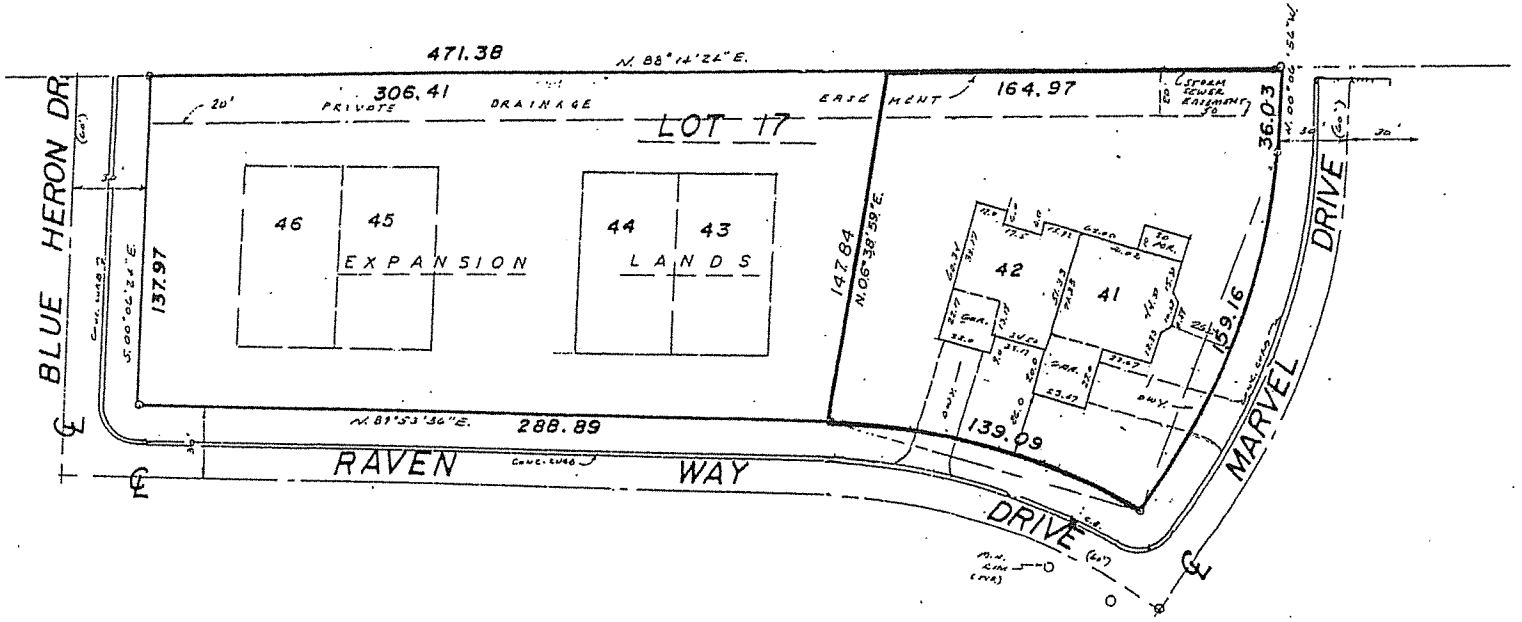


SHEET 5 OF 10

FEB 9000008868

LONE OAK ESTATES CONDOMINIUM

WAUKESHA COUNTY, WISCONSIN



N

SCALE: 1" = 40'

INTERLINE SURVEY SERVICES, INC.
11221 W. FOREST HOME AVE
HALES CORNERS, WISCONSIN 53130
PHONE 425-2060

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, GARY J. SMITH, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements therein can be determined from this plat.

Gary J. Smith
GARY J. SMITH R.L.S. NO. 2195

WISCONSIN
GARY J. SMITH
2195
MILWAUKEE, WI
LAND SURVEYOR

CURVE DATA

R.A.D. = 2,855.02
CHD. = 137.71
Δ = 2°57'37"
BRG. = N. 76°07'36"W.

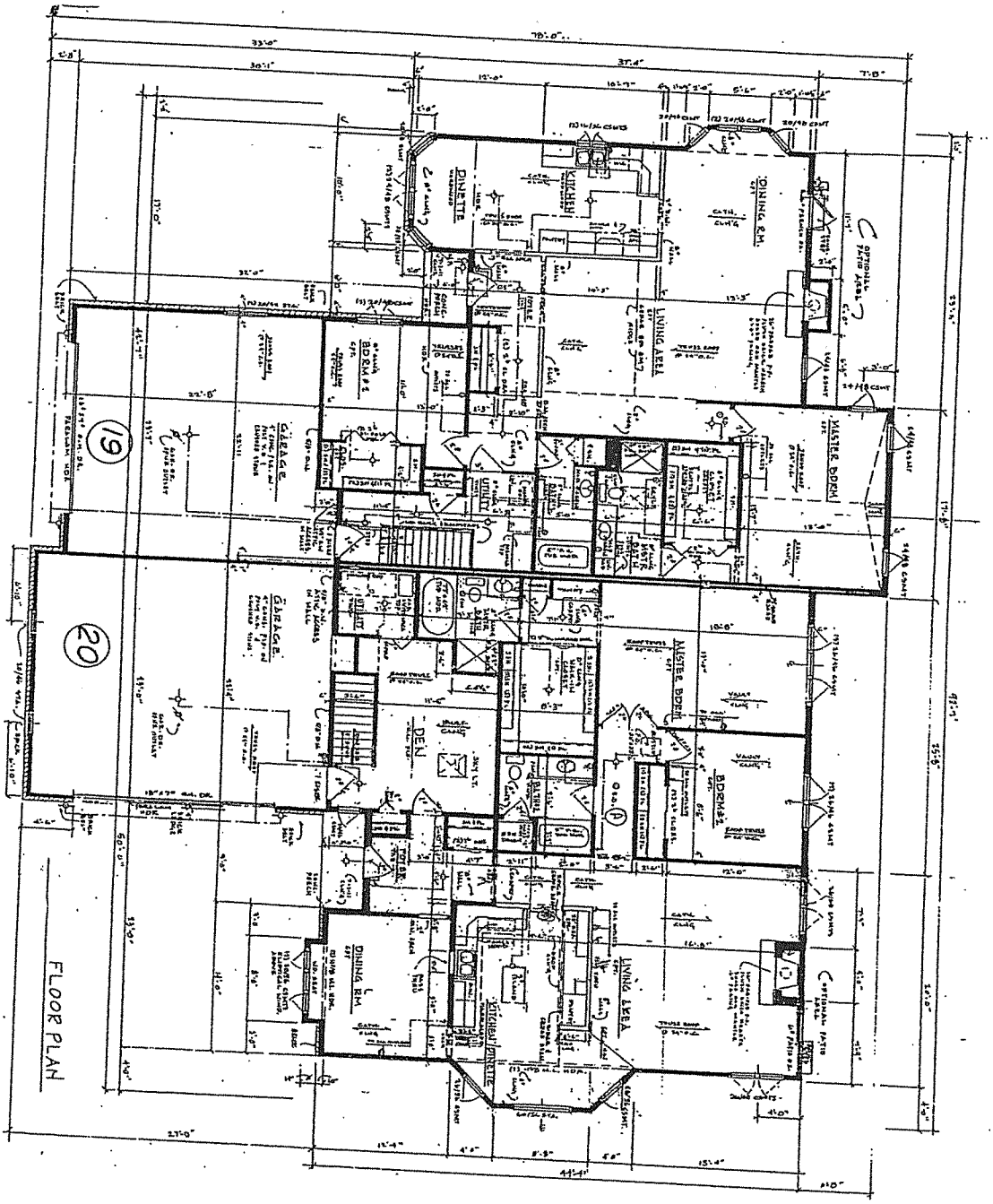
R.A.D. = 256.15
CHD. = 154.53
Δ = 36°10'00"
BRG. = N. 17°58'04"E.

FEB 9 000000869

LONE OAK ESTATES CONDOMINIUM

WAUKESHA COUNTY, WISCONSIN

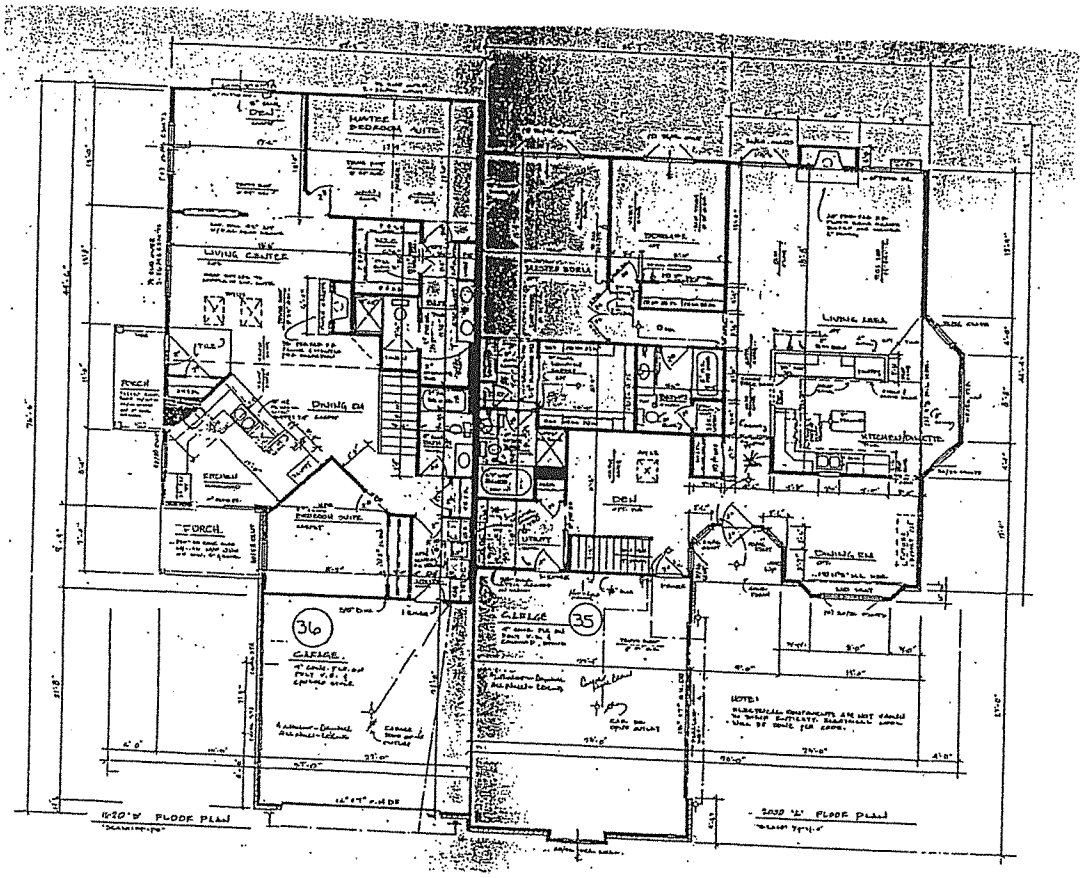
NOTE: THE ACTUAL BUILDING IS THE REVERSE OF THIS PLAN AND UNITS 19 & 20 ARE THE NORTH UNITS AND UNITS 20 ARE THE SOUTH UNITS.



FLOOR PLAN

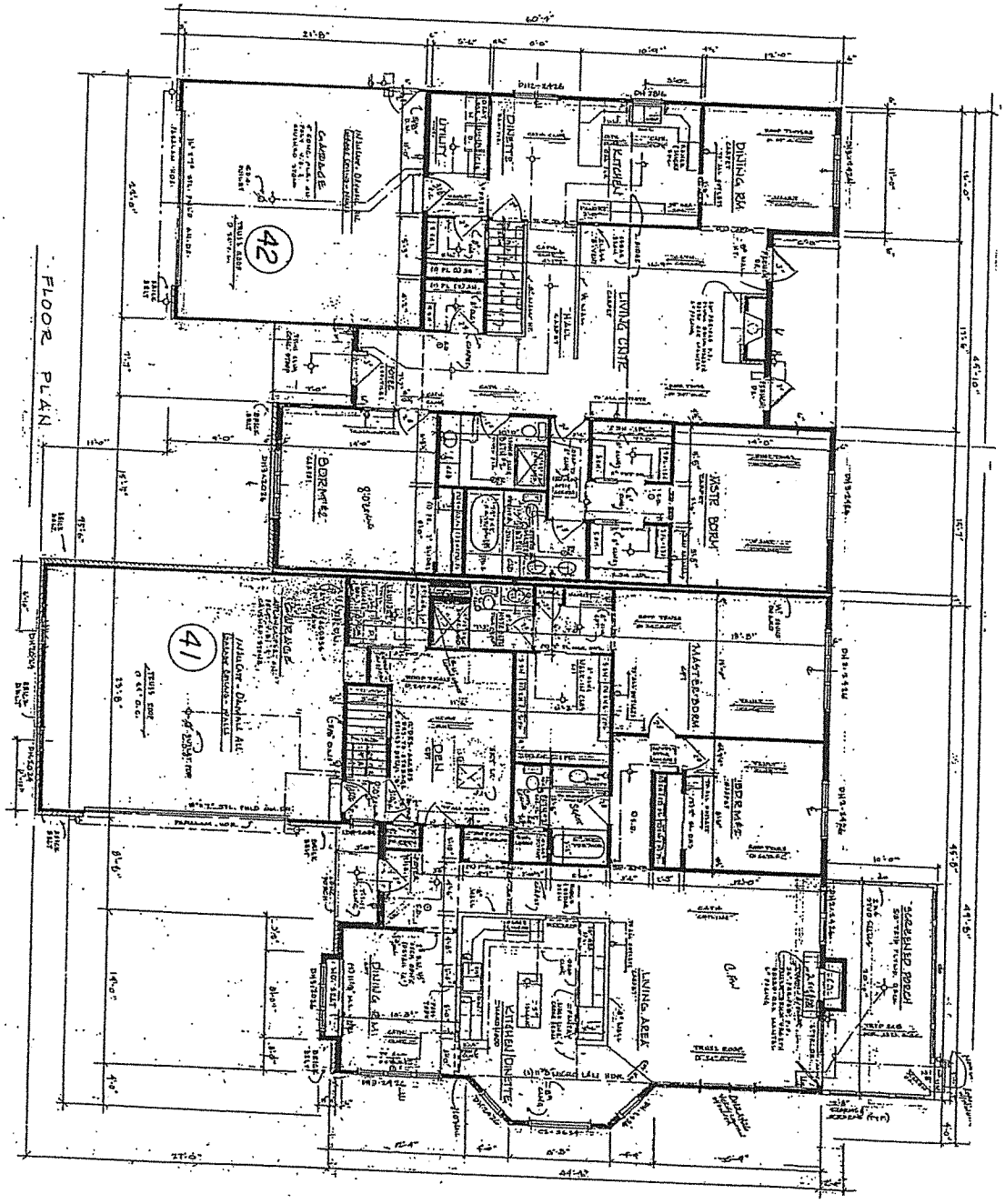
FEB 9 000000870

LONE OAK ESTATES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN



FEB 900000871

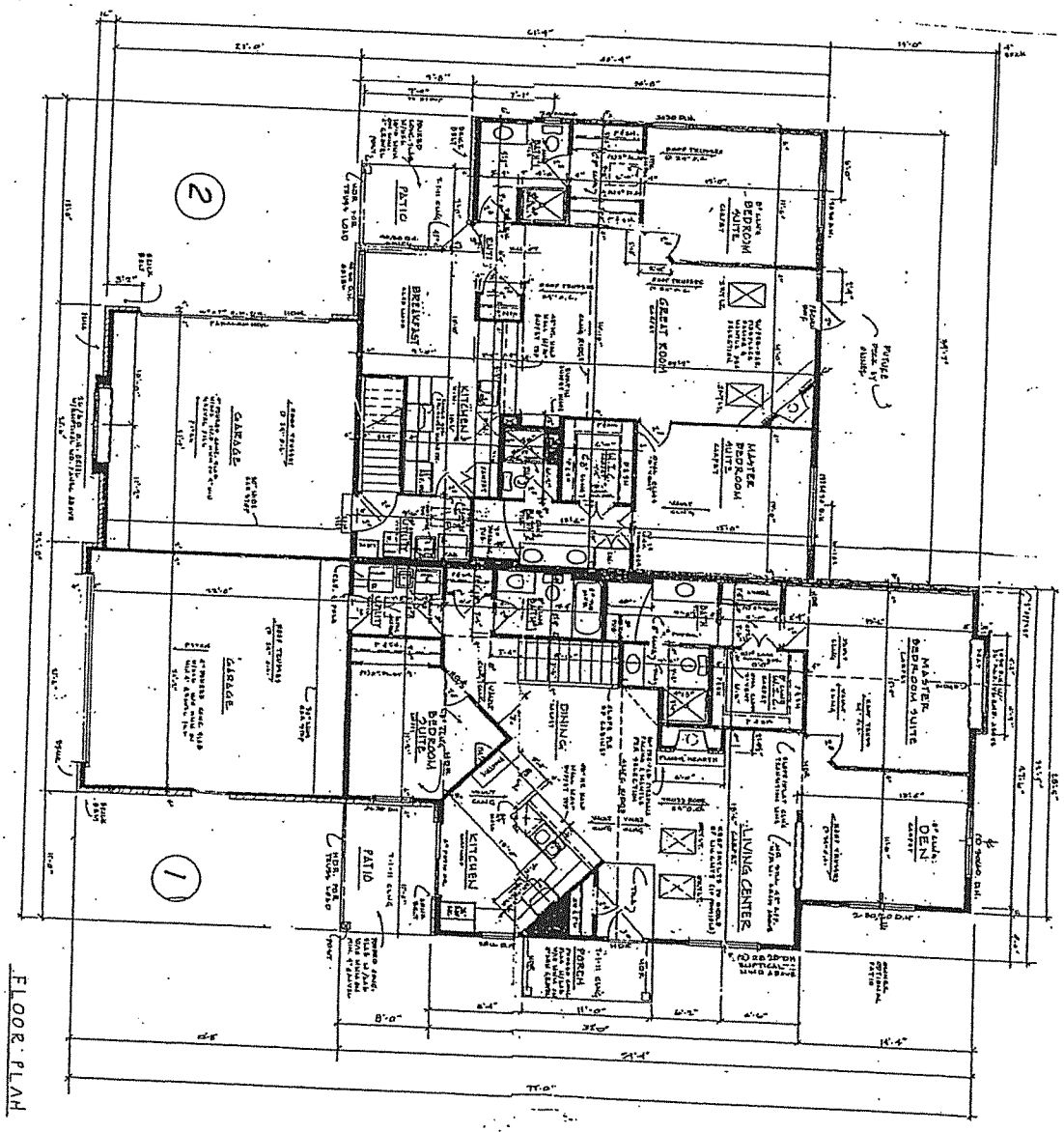
LONE OAK ESTATES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN



FLOOR PLAN

FEB 900000872

LONE OAK ESTATES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN



FLOOR PLAN

EXHIBIT C

UNIT ADDRESSES

UNIT NUMBER	ADDRESS
1	W155 N6589 Blue Heron Drive, Menomonee Falls, WI 53051
2	W155 N6587 Blue Heron Drive, Menomonee Falls, WI 53051
19	W154 N6607 Marvel Drive, Menomonee Falls, WI 53051
20	W154 N6607 Marvel Drive, Menomonee Falls, WI 53051
35	W154 N6612 Marvel Drive, Menomonee Falls, WI 53051
36	W154 N6610 Marvel Drive, Menomonee Falls, WI 53051
41	N66 W15406 Raven Way Drive, Menomonee Falls, WI 53051
42	N66 W15400 Raven Way Drive, Menomonee Falls, WI 53051

WC2554087-004

APR 13 00 0 0 0 1 1 4

2554087

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-19-2000 10:03 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

FIRST AMENDMENT TO
CONDOMINIUM DECLARATION
FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium.

RFR Development Corp. is executing and recording this First Amendment to Condominium Declaration, and recording the First Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

Old 16/4

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-3.

2. The First Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First Addendum to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 8 Units to 20 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 4 buildings to 10 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from $1/8^{th}$ to $1/20^{th}$.

5. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

6. Attached hereto as Exhibit C-1 is a list of the addresses for Units in Lone Oak Estates Condominium. Said list includes the Units created by this Amendment, as well as corrections to the addresses of Units previously created.

Dated April 18, 2000.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 18 day of April, 2000 the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Nancy Knapp
Notary Public,
Waukesha County, WI
My Commission expires: 9/30/2001

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

EXHIBIT A-3

LEGAL DESCRIPTION OF FIRST AMENDMENT TO LONE OAK ESTATES CONDOMINIUM.

All that part of LOT 17 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said LOT 17; thence N.88°14'24"E., along the north line of said LOT 17, 140.06 feet to a point; thence S.00°06'24"E., 142.01 feet to a point on the north line of RAVENWAY DRIVE; thence S.89°53'36"W., along the north line of RAVENWAY DRIVE, 140.00 feet to a point; thence N.00°06'24"W., 137.97 feet to the point of commencement.

ALSO:

All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 16; thence Southwesterly 121.29 feet along the arc of a curve, center lying to the east, with a radius of 450.00 feet and with a chord bearing S.21°51'24"W., a chord distance of 120.92 feet to the point of beginning of the lands to be described; thence continuing southwesterly, 111.87 feet along the arc of a curve, center lying to the east, with a radius of 450.00 feet; and with a chord which bears S.07°11'00"W., a chord distance of 111.58 feet to a point; thence S.00°06'24"E., 160.00 feet to a point; thence S.89°53'36"W., 330.25 feet to a point; thence N.00°06'24"W., 120.00 feet to a point; thence N.89°53'36"E., 153.19 feet to a point; thence N.04°21'35"E., 161.92 feet to a point; thence S.86°40'05"E., 178.61 feet to the point of beginning.

ALSO:

All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 15; thence S.03°50'35"W., 139.17 feet to a point; thence N.76°15'00"W., 130.04 feet to a point on the east line of MARVEL DRIVE; thence Northerly, 66.74 feet, along the arc of a curve, center lying to the west with a radius of 312.15 feet, and with a chord bearing N.06°00'33"W., a chord distance of 66.61 feet to a point; thence .00°06'56"W., 37.75 feet to a point; thence N.88°14'24"E., 128.80 feet to the point of beginning.

ALSO:

All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said LOT 15; thence N.00°06'24"W., along the west line of said LOT 15, 267.77 feet to the point of beginning of the lands to be described; thence continuing N.00°06'24"W., 44.98 feet to a point of curve; thence Northeasterly 144.98 feet, along the arc of a curve, center lying to the east, with a radius of 390.00 feet, and with a chord which bears N.10°28'10"E., a chord distance of 144.10 feet to a point; thence S.69°40'00"E., 132.65 feet to a point; thence S.16°16'57"W., 68.01 feet to a point; thence S.00°51'59"W., 71.00 feet to a point; thence S.88°06'23"W., 130.41 feet to the point of beginning.

EXHIBIT C-1

UNIT ADDRESSES

UNIT NUMBER	ADDRESS
1	N66 W15545 Raven Way, Menomonee Falls, WI 53051
2	W155 N6609 Blue Heron Drive, Menomonee Falls, WI 53051
11	W155 N6560 Blue Heron Drive, Menomonee Falls, WI 53051
12	W155 N6562 Blue Heron Drive, Menomonee Falls, WI 53051
19	W154 N6607 Marvel Drive, Menomonee Falls, WI 53051
20	W154 N6605 Marvel Drive, Menomonee Falls, WI 53051
21	W154 N6585 Marvel Drive, Menomonee Falls, WI 53051
22	W154 N6583 Marvel Drive, Menomonee Falls, WI 53051
23	W154 N6563 Marvel Drive, Menomonee Falls, WI 53051
24	W154 N6561 Marvel Drive, Menomonee Falls, WI 53051
33	W154 N6686 Marvel Drive, Menomonee Falls, WI 53051
34	W154 N6688 Marvel Drive, Menomonee Falls, WI 53051
35	W154 N6610 Marvel Drive, Menomonee Falls, WI 53051
36	W154 N6612 Marvel Drive, Menomonee Falls, WI 53051
39	W154 N6644 Marvel Drive, Menomonee Falls, WI 53051
40	W154 N6646 Marvel Drive, Menomonee Falls, WI 53051
41	N66 W15400 Raven Way Drive, Menomonee Falls, WI 53051
42	N66 W15406 Raven Way Drive, Menomonee Falls, WI 53051
45	N66 W15496 Raven Way Drive, Menomonee Falls, WI 53051
46	N66 W15498 Raven Way Drive, Menomonee Falls, WI 53051

Rec.. 6-7-00
Doc# 25662160

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

SECOND AMENDMENT TO
CONDOMINIUM DECLARATION
FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Second Amendment to Condominium Declaration, and recording the Second Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-4.

2. The Second Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First and Second Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 20 Units to 24 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 10 buildings to 12 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from $1/20^{th}$ to $1/24^{th}$.

5. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

6. Attached hereto as Exhibit C-2 is a list of the addresses for the Units in Lone Oak Estates Condominium added by this Amendment.

Dated June 6th, 2000.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 6th day of June, 2000 the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

DANIEL R. HEIDEN NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, Waukesha County, WI

My Commission expires: is Perm.

Drafted by: Atty Daniel R. Heiden, State Bar No. 1017551

Exhibit A-4

LEGAL DESCRIPTION OF SECOND ADDENDUM TO LONE OAK ESTATES CONDOMINIUM.

All that part of LOT 17 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said LOT 17; thence N.88°14'24"E., along the north line of said LOT 17, 140.06 feet to a point, said point being the point of beginning of the lands to be described; thence S.00°06'24"E., 142.01 feet to a point on the north line of RAVENWAY DRIVE; thence N.89°53'36"E., along the north line of RAVENWAY DRIVE, 148.89 feet to a point; thence N.06°38'59"E., 147.84 feet to a point on the north line of said LOT 17; thence S.88°14'24"W., 166.35 feet to the point of beginning.

ALSO:

All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said LOT 16; thence N.00°06'24"W., along the westerly line of said LOT 16, 154.62 feet to a point; thence S.89°53'36"W., 177.06 feet to a point; thence S.00°06'24"E., 160.14 feet to a point on the north line of BLUE HERON DRIVE; thence N.88°06'23"E., 177.15 feet to the point of commencement.

EXHIBIT C-2

UNIT ADDRESSES

UNIT NUMBER	ADDRESS
25	W154 N6545 Marvel Drive, Menomonee Falls, WI 53051
26	W154 N6543 Marvel Drive, Menomonee Falls, WI 53051
43	N66 W15450 Raven Way, Menomonee Falls, WI 53051
44	N66 W15452 Raven Way, Menomonee Falls, WI 53051

WC2580349-004

AUG 2 000 0 0 7 9 6

2580349

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

08-02-2000 2:48 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

THIRD AMENDMENT TO CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Third Amendment to Condominium Declaration, and recording the Third Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-5.

2. The Third Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First, Second and Third Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 24 Units to 30 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 12 buildings to 15 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from 1/24th to 1/30th.

AUG 2 00 0 0 0 7 9 7

5. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

6. Attached hereto as Exhibit C-3 is a list of the addresses for the Units in Lone Oak Estates Condominium added by this Amendment.

Dated July 27, 2000.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 27th day of July, 2000 the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Waukesha County, WI
My Commission expires: [illegible]

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

AUG 2 000007 98

EXHIBIT A-5

LEGAL DESCRIPTION OF THIRD ADDENDUM TO LONE OAK ESTATES CONDOMINIUM.

Units 9 & 10

All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said LOT 16; thence S.88°06'23"W., 177.15 feet to the point of beginning of the lands to be described; thence N.00°06'24"W., 160.14 feet to a point; thence S.89°53'36"W., 193.19 feet to a point on the east line of BLUE HERON DRIVE; thence S.00°06'24"E., 46.28 feet to a point of curve; thence Southeasterly, 184.23 feet along the arc of a curve, center lying to the east, whose radius is 115.00 feet, and with a chord which bears S.46°00'01"E., a chord distance of 165.15 feet to a point; thence N.88°06'23"E., 34.62 feet to the point of beginning.

Units 17 & 18

ALSO:

All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said LOT 16; thence N.89°53'36"E., along the north line of said LOT 16, 113.99 feet to the point of beginning of the lands to be described; thence continuing N.89°53'36"E., along said line, 111.10 feet to a point; thence S.00°06'24"E., 128.59 feet to a point; thence N.86°40'05"W., 59.31 feet to a point; thence S.89°53'36"W., 51.81 feet to a point; thence N.00°06'24"W., 125.03 feet to the point of beginning.

Units 27 & 28

ALSO:

All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said LOT 15; thence N.88°06'23"E., along the north line of BLUE HERON DRIVE, 137.43 feet to the point of beginning of the lands to be described; thence continuing N.88°06'23"E., 187.39 feet to a point of curve; thence Northeasterly 9.29 feet, along the arc of a curve center lying to the north with a radius of 50.00 feet and with a chord which bears N.82°47'00"E., a chord distance of 9.28 feet to a point; thence N.01°53'37"W., 129.08 feet to a point; thence S.88°06'23"W., 196.63 feet to a point; thence S.01°53'37"E., 129.94 feet to a point on the north line of BLUE HERON DRIVE and the point of beginning.

EXHIBIT C-3 AUG 2 00 0 0 0 7 9 9

UNIT	ADDRESS
9	W154 N6532 Blue Heron Drive, Menomonee Falls, WI
10	W154 N6534 Blue Heron Drive, Menomonee Falls, WI
17	N66 W15463 Raven Way Drive, Menomonee Falls, WI
18	N66 W15461 Raven Way Drive, Menomonee Falls, WI
27	N65 W15326 Blue Heron Drive, Menomonee Falls, WI
28	N65 W15328 Blue Heron Drive, Menomonee Falls, WI

Rec. 11-1-00
Doc# 2601875

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

FOURTH AMENDMENT TO
CONDOMINIUM DECLARATION
FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Fourth Amendment to Condominium Declaration, and recording the Fourth Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration. This Fourth Amendment to Condominium Declaration is further being executed and recorded for the purpose of correcting the addresses for the previously created Units 9 and 10.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-6.

2. The Fourth Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First, Second, Third and Fourth Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 30 Units to 36 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 15 buildings to 18 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from $1/30^{th}$ to $1/36^{th}$.

5. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

6. Attached hereto as Exhibit C-4 is a list of the addresses for the Units in Lone Oak Estates Condominium added by this Amendment, as well corrections to the addresses for Units 9 and 10.

Dated October 31, 2000.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 31 day of October, 2000 the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
Waukesha County, WI
My Commission expires: 1 5 Perm.

DANIEL R. HEIDEN NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

EXHIBIT A-6

LEGAL DESCRIPTION OF LANDS ADDED BY FOURTH AMENDMENT TO CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

LEGAL DESCRIPTION OF FOURTH ADDENDUM TO LONE OAK ESTATES CONDOMINIUM:
All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows; Commencing at the Northwest corner of said LOT 16; thence S.00°06'24"E., 125.03 feet to the point of beginning of the lands to be described; thence S.00°06'24"E., 161.44 feet to a point; thence N.89°53'36"W., 153.19 feet to a point; thence N.04°21'35"E., 161.92 feet to a point; thence S.89°53'36"W., 165.80 feet to the point of beginning.

ALSO:
All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said LOT 15; thence N.88°06'23"E., along the north line of Blue Heron Drive, 137.43 feet to a point; thence N.01°53'37"W., 129.94 feet to a point; thence N.01°53'37"W., 105.89 feet to a point; thence S.88°06'23"W., 130.41 feet to a point on the east line of Marvel Drive; thence S.00°06'24"E., along said line, 267.77 feet to the north line of Blue Heron Drive, and the point of commencement.

EXHIBIT C-4

UNIT	ADDRESS
13	W155 N6560 Blue Heron Drive, Menomonee Falls, WI
14	W155 N6562 Blue Heron Drive, Menomonee Falls, WI
29	N65 W15372 Blue Heron Drive, Menomonee Falls, WI
30	W154 N6542 Marvel Drive, Menomonee Falls, WI
31	W154 N6564 Marvel Drive, Menomonee Falls, WI
32	W154 N6566 Marvel Drive, Menomonee Falls, WI

Corrected Addresses for Units 9 and 10:

UNIT	CORRECTED ADDRESS
9	W155 N6532 Blue Heron Drive, Menomonee Falls, WI
10	W155 N6534 Blue Heron Drive, Menomonee Falls, WI

WC2614865-003

JAN 8 01 0 0 0 0 9 5

2614865

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-08-2001 8:59 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 8.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 3

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

FIFTH AMENDMENT TO CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Fifth Amendment to Condominium Declaration, and recording the Fifth Addendum to the Condominium Plat, for the purpose of modifying and correcting the locations and floor plans for Units 29 and 30, and for the purpose of correcting the addresses for Units 29 and 30.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The locations and floor plans of Units 29 and 30, as previously created by the Fourth Amendment to Condominium Declaration for Lone Oak Estates Condominium, and the Fourth Addendum to Condominium Plat for Lone Oak Estates Condominium, are hereby modified and corrected so as to be as shown on the Fifth Addendum to Condominium Plat for Lone Oak Estates Condominium, which is being recorded simultaneously with this Amendment. The legal description of the lands on which Units 29 and 30 are located is attached hereto as Exhibit A-7

2. The Fifth Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First, Second, Third, Fourth and Fifth Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

4. The addresses of Units 29 and 30 are hereby corrected to be as follows:

   Unit 29: W154 N6542 Marvel Drive, Menomonee Falls, WI

   Unit 30: W154 N6544 Marvel Drive, Menomonee Falls, WI

JAN 8 01 0 0 0 0 9 6

Dated January 4, 2000.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 4 day of January, 2000 the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public,
Waukesha County, WI
My Commission ~~expires~~: 3/4 Perm.

DANIEL R. HEIDEN NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

EXHIBIT A-7 JAN 8 01 0 0 0 0 9 7

LEGAL DESCRIPTION OF LANDS IN
FIFTH AMENDMENT TO CONDOMINIUM DECLARATION FOR
LONE OAK ESTATES CONDOMINIUM

All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said LOT 15; thence N.88°06'23"E., along the north line of Blue Heron Drive, 137.43 feet to a point; thence N.01°53'37"W., 141.94 feet to a point; thence S.88°06'23"W., 133.00 feet to a point on the east line of Marvel Drive; thence S.00°06'24"E., along said line, 142.01 feet to the north line of Blue Heron Drive, and the point of commencement.

Rec. 5-30
2650286

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

SIXTH AMENDMENT TO
CONDOMINIUM DECLARATION
FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Sixth Amendment to Condominium Declaration, and recording the Sixth Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration. This Sixth Amendment to Condominium Declaration is further being executed and recorded for the purpose of correcting the addresses for the previously created Units 9, 10, 13, 14, 33 and 34.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-8.

2. The Sixth Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First, Second, Third, Fourth, Fifth and Sixth Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 36 Units to 42 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 18 buildings to 21 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from 1/36th to 1/ 42nd .

5. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

6. Attached hereto as Exhibit C-5 is a list of the addresses for the Units in Lone Oak Estates Condominium added by this Amendment, as well corrections to the addresses for Units 9, 10, 13, 14, 33 and 34.

Dated May 2, 2001.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 2nd day of May, 2001, the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
County, WI
My Commission expires:

DANIEL R. HEIDEN NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

EXHIBIT C-5

UNIT	ADDRESS
3	W155 N6589 Blue Heron Drive, Menomonee Falls, WI
4	W155 N6587 Blue Heron Drive, Menomonee Falls, WI
5	W155 N6567 Blue Heron Drive, Menomonee Falls, WI
6	W155 N6565 Blue Heron Drive, Menomonee Falls, WI
37	W154 N6624 Marvel Drive, Menomonee Falls, WI
38	W154 N6626 Marvel Drive, Menomonee Falls, WI

Corrected Addresses for Units 9, 10, 13, 14, 33 and 34:

UNIT	CORRECTED ADDRESS
9	W155 N6538 Blue Heron Drive, Menomonee Falls, WI
10	W155 N6540 Blue Heron Drive, Menomonee Falls, WI
13	W155 N6592 Blue Heron Drive, Menomonee Falls, WI
14	W155 N6594 Blue Heron Drive, Menomonee Falls, WI
33	W154 N6586 Marvel Drive, Menomonee Falls, WI
34	W154 N6588 Marvel Drive, Menomonee Falls, WI

EXHIBIT A-8

LEGAL DESCRIPTION OF LANDS ADDED BY
SIXTH AMENDMENT TO CONDOMINIUM DECLARATION FOR
LONE OAK ESTATES CONDOMINIUM

LEGAL DESCRIPTION OF SIXTH ADDENDUM TO LONE OAK ESTATES CONDOMINIUM.
All that part of LOT 1 LONE OAK ESTATES, being a part of the N.W. ¼ and S.W. ¼ of the S.W. ¼ of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT l; thence S.00°06'24"E., along the easterly line of said LOT l, 130.00 feet to the point of beginning of the lands to be described; thence continuing S.00°06'24"E., along said line, 271.49 feet to a point; thence S.89°53'36"W., 160.00 feet to a point; thence N.00°06'24"W., 271.49 feet to a point; thence N.89°53'36"E., 160.00 feet to the point of beginning.

ALSO:
All that part of LOT 15 LONE OAK ESTATES, being a part of the N.W. ¼ and S.W. ¼ of the S.W. ¼ of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said LOT 15; thence S.03°50'35"W., along the east line of said LOT 15, 139.17 feet to the point of beginning of the lands to be described; thence S.21°00'11"W., 129.08 feet to a point; thence S.32°20'18"W., 10.00 feet to a point; thence N.60°06'23"W., 129.62 feet to a point on the easterly line of MARVEL DRIVE; thence Northeasterly, 102.90 feet, along the arc of a curve, center lying to the Northwest, with a radius of 312.15 feet, and with a chord which bears N.21°34'52"E., a chord distance of 102.44 feet to a point; thence S.76°15'00"E., 130.04 feet to the point of beginning.

WC2703466-004

OCT 101002131

2703466

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

10-01-2001 3:43 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

SEVENTH AMENDMENT TO CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Seventh Amendment to Condominium Declaration, and recording the Seventh Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-9.

2. The Seventh Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First, Second, Third, Fourth, Fifth, Sixth and Seventh Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 42 Units to 44 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 21 buildings to 22 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from 1/42nd to 1/ 44th .

5. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

6. Attached hereto as Exhibit C-6 is a list of the addresses for the Units in Lone Oak Estates Condominium added by this Amendment.

Dated September 28, 2001.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 28th day of September, 2001, the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
Waukesha County, WI
My Commission expires: 12-21-2003.

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

OCT 1 01 0 0 2 1 3 3

EXHIBIT A-9

LEGAL DESCRIPTION OF LANDS ADDED BY SEVENTH AMENDMENT TO CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

LOT 18 of LONE OAK ESTATES, being a part of the N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

EXHIBIT C-6

OCT 10100213 4

UNIT	ADDRESS
47	W155 N6631 Blue Heron Drive, Menomonee Falls, WI
48	W155 N6633 Blue Heron Drive, Menomonee Falls, WI

WC2740571-004

JAN 7 02 0 0 9 1 0 0

2740571

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

01-08-2002 3:34 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Eighth Amendment to Condominium Declaration, and recording the Eighth Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, and for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-10.

2. The Eighth Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 44 Units to 46 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 22 buildings to 23 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from 1/44th to 1/ 46th .

AN 7020091 01

5. Declarant expressly retains the right to continue expanding Lone Oak Estates Condominium, by annexing, in one or more stages, additional land and Units, up to a maximum total of 48 Units.

6. Attached hereto as Exhibit C-7 is a list of the addresses for the Units in Lone Oak Estates Condominium added by this Amendment.

Dated December 31, 2001.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 31st day of December, 2001, the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Kathleen L. Hintz
Notary Public, Kathleen L. Hintz
Waukesha County, WI
My Commission expires: 12-21-2003.

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

EXHIBIT A-10 JAN 7 02 0 0 9 1 0 2

LEGAL DESCRIPTION OF LANDS ADDED BY
EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION FOR
LONE OAK ESTATES CONDOMINIUM

LEGAL DESCRIPTION OF EIGHTH ADDENDUM TO LONE OAK ESTATES CONDOMINIUM

All that part of LOT 16 LONE OAK ESTATES, being a part of the N.W. ¼ and S.W. ¼ of the S.W. ¼ of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said LOT 16; thence N.89°53'36"E., along the north line of said LOT 16, 113.99 feet to a point; thence S.00°06'24"E., 125.03 feet to a point; thence S.89°53'36"W., 113.99 feet to a point on the west line of said LOT 16; thence N.00°06'24"W., along said line, 113.99 feet to the point of commencement.

EXHIBIT C-7 JAN 7 02 0 0 9 1 0 3

UNIT	ADDRESS
15	W155 N6608 Blue Heron Drive, Menomonee Falls, WI
16	N66 W15489 Raven Way, Menomonee Falls, WI

WC2789090-004

001558 APR 12 8
2789090

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-12-2002 2:46 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Return to: Title West, Inc.
N14 W24200 Tower Place, Suite 110
Waukesha, WI 53188

NINTH AMENDMENT TO CONDOMINIUM DECLARATION FOR LONE OAK ESTATES CONDOMINIUM

RFR Development Corp. is the Declarant and Developer of Lone Oak Estates Condominium, a Condominium located in the Village of Menomonee Falls, Waukesha County, Wisconsin, created by Condominium Declaration recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on February 9, 2000, as Document No. 2539116, and by the recorded Condominium Plat for said Lone Oak Estates Condominium, and by subsequent Amendments and Addendums thereto.

RFR Development Corp. is executing and recording this Ninth Amendment to Condominium Declaration, and recording the Ninth Addendum to the Condominium Plat, for the purpose of annexing to Lone Oak Estates Condominium additional lands, for the purpose of creating additional Units thereon, as permitted by the provisions of Section 16 of the Condominium Declaration, and for the purpose of correcting addresses for some of the Units previously created.

RFR Development Corp hereby amends the Condominium Declaration for Lone Oak Estates Condominium as follows:

1. The legal description of the Real Estate which is submitted and subjected to the provisions of the Act (Chapter 703, Wis. Stats.), as set forth in Section 3 of the Condominium Declaration, is hereby amended so as to add thereto the property described on the attached Exhibit A-11.

2. The Ninth Addendum to Condominium Plat for Lone Oak Estates Condominium is being recorded simultaneously with the recording of this Amendment. All references to the Plat in the Condominium Declaration shall be deemed to include the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Addendums to Condominium Plat for Lone Oak Estates Condominium.

3. The number of Units constructed or to be constructed on the real estate describe in Section 3 of the Condominium Declaration (including the real estate added by this Amendment) is hereby increased from 46 Units to 48 Units. The total number of buildings constructed or to be constructed on said real estate is hereby increased from 23 buildings to 24 buildings.

4. Section 9 of the Condominium Declaration is amended to as to change each Unit's fractional or percentage share of ownership in the Common Elements from 1/46th to 1/ 48th .

5. Attached hereto as Exhibit C-9 is a list of the addresses for the Units in Lone Oak Estates Condominium added by this Amendment, as well as corrections to some of the addresses for units previously created in Lone Oak Estates Condominium

Dated April 11, 2002.

RFR Development Corp.

Roy A. Wildt, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 11th day of April, 2002, the above named Roy A. Wildt, President of RFR Development Corp., to me known to be the person who executed the foregoing instrument and acknowledge the same.

DANIEL R. HEIDEN NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, Waukesha County, WI
My Commission expires

Drafted by: Atty. Daniel R. Heiden, State Bar No. 1017551

EXHIBIT A-11
LEGAL DESCRIPTION OF LANDS ADDED BY
NINTH AMENDMENT TO CONDOMINIUM DECLARATION FOR
LONE OAK ESTATES CONDOMINIUM

LEGAL DESCRIPTION OF NINTH ADDENDUM TO LONE OAK ESTATES CONDOMINIUM

All that part of LOT 1 of LONE OAK ESTATES, being a part of the N.W. ¼ and S.W. ¼ of the S.W. ¼ of Section 23, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said LOT l; thence N.68°51'18"E., along the south line of said LOT l, 183.89 feet to a point on the westerly right of way line of Blue Heron Drive; thence northerly, 64.21 feet, along the arc of a curve, center lying to the northeast with a radius of 175.00 feet, and with a chord which bears N.10°37'03"W., a chord distance of 63.85 feet to a point; thence N.00°06'24"W., along the west line of Blue Heron Drive, 51.26 feet to a point; thence S.89°53'36"W., 160.00 feet to a point on the east line of Pilgrim Road; thence S.00°06'24"E., along said line, 180.00 feet to the point of commencement. Containing 24,146 square feet.

EXHIBIT C-9

ADDRESSES FOR UNITS CREATED BY THIS AMENDMENT

UNIT	ADDRESS
7	W155 N6551 Blue Heron Drive, Menomonee Falls, WI
8	W155 N6549 Blue Heron Drive, Menomonee Falls, WI

CORRECTED ADDRESSES
FOR SOME OF THE PREVIOUSLY CREATED UNITS

UNIT	ADDRESS
29	W154 N6540 Marvel Drive, Menomonee Falls, WI
30	W154 N6542 Marvel Drive, Menomonee Falls, WI
47	W155 N6633 Blue Heron Drive, Menomonee Falls, WI
48	W155 N6631 Blue Heron Drive, Menomonee Falls, WI

WC3507551-004

00780 AUG 235

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

Title of Document

3507551

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

08-23-2007 10:48 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Recording Area

Name and Return Address
Jessica L. Boeldt, Esq.
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, Suite 211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

THIS AMENDMENT to the Declaration of Condominium of Lone Oak Estates Condominium was enacted by a meeting of the membership.

WITNESSETH:

A. The legal description is Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8, Unit 9, Unit 10, Unit 11, Unit 12, Unit 13, Unit 14, Unit 15, Unit 16, Unit 17, Uni 18, Unit 19, Unit 20, Unit 21, Unit 22, Unit 23, Unit 24, Unit 25, Unit 26, Unit 27, Unit 28, Unit 29, Unit 30, Unit 31, Unit 32, Unit 33, Unit 34, Unit 35, Unit 36, Unit 37, Unit 38, Unit 39, Unit 40, Unit 41, Unit 42, Unit 43, Unit 44, Unit 45, Unit 46, Unit 47, Unit 48, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Lone Oak Estates Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Condominium Declaration of Lone Oak Estates Condominium recorded in the Office of the Register of Deeds on February 9, 2000, as Document No. 2539116, and as amended by the first amendment to Condominium Declaration for Lone Oak Estates Condominium recorded on April 19, 2000 as Document No. 2554087, the second amendment to Condominium Declaration for Lone Oak Estates Condominium recorded on June 7, 2000, as Document No. 2566216; the third amendment to Condominium Declaration for Lone Oak Estates Condominium recorded on August 2, 2000, as Document No. 2580349; the fourth amendment to Condominium Declaration for Lone Oak Estates Condominium, recorded on November 1, 2000, as Document No. 2601875; the fifth amendment to Condominium Declaration for Lone Oak Estates Condominium, recorded on January 8, 2001, as Document No. 2614865; the sixth amendment to Condominium Declaration for Lone Oak Estates Condominium recorded on May 3, 2001, as Document No. 2650286; the seventh amendment to Condominium Declaration for Lone Oak Estates Condominium recorded on October 1, 2001, as Document No. 2703466; the eighth amendment to Condominium Declaration for Lone Oak Estates Condominium recorded on January 8, 2002, as Document No. 2740571; and the ninth amendment to Condominium Declaration for Lone Oak Estates Condominium recorded on April 12, 2002, as Document No. 2789090. Located in the Village of Menomonee Falls, Waukesha County, Wisconsin.

Continued on next page

B. The current owners of units at Lone Oak Estates Condominium wish to amend their Declaration of Condominium to restrict the non-owner occupancy of units. It is the objective of the Association to ensure to its members the benefits derived from owner-occupied homes, which benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, continuity of residence, and increased cooperation and compliance with association governance. Also, owner-occupied homes will enhance the ability of unit owners to finance and refinance their homes.

THEREFORE, the Association hereby resolves as follows:

Article 11 of the Declaration is deleted.

Article 11 of the Declaration, is re-created to read as follows:

11. RESTRICTION ON USE AND OCCUPANCY

11.1 Use. The buildings and the Units contained therein, and the common and limited common elements, are intended for and restricted to residential use as governed by the terms and conditions contained herein and by the By-Laws and rules and regulations of the Association.

11.2 Non-Owner Occupancy.

(a) No rental, lease, or other occupancy of the Unit shall be allowed without simultaneous Unit occupancy by the Unit owner. If the owner of the Unit is a trust or other fiduciary entity, then the trustee of that entity is the Unit "owner" for purposes of this Article 11. This prohibition on non-owner occupancy is subject only to the following exceptions:

1. The Unit owner's immediate family members may occupy the Unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

2. This section shall not apply to owners who rent or lease a Unit as of the date of enactment of this Amendment. This permission expires when the current owner sells the Unit.

3. Mortgagees of the unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

4. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 30 days after receipt

of notice, advising the Unit owner of the time and place of a meeting and giving the Unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties.

(b) No Unit owner shall be permitted to lease a unit pursuant to this section unless and until the Unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that Unit and until the Unit owner shall have satisfied all unpaid liens against that Unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

(c) In the event of occupancy, rental or lease, permitted or otherwise, the owner shall provide the Association with a written lease between the owner and the tenant pursuant to Wisconsin Statute section 703.315(3), or other equivalent statute.

(d) Remedies for any tenant's violation of the Declaration, By-Laws or Association rules shall be implemented according to Wisconsin Statute section 703.24(3), or other equivalent statute. In addition, any such violation shall constitute a breach of the lease. The Unit owner covenants and agrees that in the event of a tenant's violation of the Declaration, By-Laws, or Association rules which results in a breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

(e) Any violation of this Article concerning non-owner-occupied Units shall result in a fine to the Unit owner of $25.00 per day and said Unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section.

(f) Every Unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the Unit.

BE IT FURTHER RESOLVED, that this amendment shall not affect first mortgage lenders.

BE IT FURTHER RESOLVED, that this amendment shall take effect upon the recording of same.

C. I, Harlow Wilford, being President of Lone Oak Estates Condominium, do hereby certify that:

1. All of the owners of at least sixty-six and two-thirds percent of the units have consented to and approve to this amendment to the Declaration of Condominium.

2. The vote was taken by written ballot.

3. The written ballots, and the consent of mortgagees as required, are on file with the Secretary of Lone Oak Estates Condominium or its legal counsel.

Signed this 16 day of August, 2007.

Harlow Wilford, President

This document was drafted by Jessica L. Boeldt.

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 16 day of August, 2007, the above-named Harlow Wilford to be known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Waukesha County, Wisconsin

My commission is permanent. (If not, state expiration date: 5-22, 2011)

WC3586042-003

000330 JUL 14 08

ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

Title of Document

3586042

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

07-14-2008 10:42 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 8.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 3

Recording Area

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Continued on next page

B. The current owners of units at Long Oak Estates Condominium wish to amend their Declaration of Condominium to broaden the scope of the master insurance policy to include real property and fixtures located within the units.

THEREFORE, the Association hereby resolves as follows:

Article 14 of the Declaration is amended by deleting the ~~strikethrough~~ language and inserting the underlined language as follows:

14. **INSURANCE.**

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the ~~buildings and any other common elements~~ property and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as Trustee for each of the Unit owners and their respective mortgages in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Association insurance shall be in an amount at least equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement without deduction or allowance for depreciation, which amount shall be examined periodically. Such insurance shall afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use.

In the event of partial or total destruction of the building or other common elements and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the Unit owners' individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of insurance protection. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his own expense, from obtaining any additional insurance coverage on his improvements or on his Unit.

The Board of Directors shall also provide public liability insurance covering the ~~common elements and facilities and the limited common elements~~ property with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors shall also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

All premiums for Association insurance and other insurance obtained by the Association shall be a common expense of the condominium, except that any increase in the rating or premium charge for any such insurance caused by the character of any Unit, and/or by the character of use of any Unit shall be an

expense solely for such Unit owner. A complete insurance appraisal of each building on the condominium shall be made at least once every three (3) years. Unless otherwise required by applicable law, the insurance appraisal may be dispensed with if the insurance policy includes guaranteed replacement cost coverage.

BE IT FURTHER RESOLVED, that this amendment shall not affect first mortgage lenders.

BE IT FURTHER RESOLVED, that this amendment shall take effect upon the recording of same.

C. I, Richard Strand, being a Board member of Lone Oak Estates Condominium, do hereby certify that:

1. All of the owners of at least sixty-six and two-thirds percent of the units have consented to and approve to this amendment to the Declaration of Condominium.

2. The vote was taken by written ballot.

3. The written ballots, and the consent of mortgagees as required, are on file with the Secretary of Lone Oak Estates Condominium or its legal counsel.

Signed this 23 day of June, 2008.

Richard Strand

Richard Strand, Board member and Secretary/Treasurer

This document was drafted by Jessica L. Boeldt.

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 23rd day of June, 2008, the above-named Richard Strand to be known to be the person who executed the foregoing instrument and acknowledge the same.

Natalie M. Hack

Notary Public, Waukesha County, Wisconsin

My commission is permanent. (If not, state expiration date: 1-20-08.)

LONE OAK ESTATES CONDOMINIUM ASSOCIATION

VILLAGE OF MENOMONEE FALLS

WAUKESHA COUNTY, WISCONSIN

LIVING RULES, REGULATIONS AND GUIDELINES

Revised December 5, 2017

Lone Oak Estates Condominium Association

Condominium Living Rules, Regulations and Guidelines

Amended December 5, 2017

Lone Oak Estates is a condominium community consisting of 48 two-bedroom side-by-side homes in 24 buildings with a variety of floor plans and sizes. The community is self-governed by a Board of Directors comprised of five homeowners.

Condominium Documents

Condominium homeowners do not have the same freedom as homeowners of a private residence. Along with condominium homeownership comes rules and restrictions that are designed to preserve the integrity and harmonious nature of the community. All condominium homeowners have been supplied with the Association's official "Disclosure Document Book" or a copy of the Declarations and By-Laws and the Condo Living Guidelines. All rule changes made by the membership or Board of Directors have been published in the Board of Directors Meeting Minutes or the Membership Annual Meeting Minutes. This only lists some of the more relevant Rules and Regulations that affect homeowners most often. All homeowners should make themselves aware of all the information in the Declaration, By-Laws, and this document.

Definitions

A. **COMMON AREA:** The area outside each home from the exterior of the building to the property boundaries, except for areas designated as "Limited Common Area."
B. **LIMITED COMMON AREA**: The limited common areas are all portions of any porches, patios, decks, driveways and walkways which service and/or are appurtenant to one and only one Unit. The exclusive use of limited common areas shall be reserved to the homeowner for the Unit to which they are appurtenant (i.e. planting areas which is further defined in the Guidelines).
C. **GARAGE**: The garage for each unit shall be considered to be part of the unit. This includes the garage floor until it meets with the concrete driveway

Use and Occupancy

A. No trade or business shall be conducted on the condominium property.
B. No rental shall be allowed.
C. Occupancy of any Condo unit shall not exceed six (6) people.

Homeowner Responsibilities

Condominium homeowners share equally in the homeownership of the community. The side-by-side design of the condominiums provides a greater atmosphere of private home ownership than found in multi-family design condominiums. The diligent maintenance of the buildings and grounds is an example of how residents exhibit and express this atmosphere of homeownership and pride. Certain responsibilities are associated with this concept of condominium homeownership since **EVERYTHING IS NOT DONE FOR THE HOMEOWNERS**. Some of these responsibilities, as determine by The Board of Directors, the Association's Declaration and the Association's By-Laws are as follows:

A. Water lawns, shrubs and trees.
B. Maintain limited common areas.
C. Shovel driveways, sidewalks and entryways for snowfalls of under two (2) inches and remove remaining snow after contractor plowing, within twenty-four hours or arrange for said services. (i.e. during period of absence or physical limitations).
D. Salt drives, sidewalks, entryways to keep reasonably ice free or arrange for said service.
E. Maintenance and repairing of patios and decks.
F. It is recommended by the Board that anyone who is going to be away for more than four days is to shut the water off to their unit to prevent the possibility of water damage occurring to that building in their absence.
G. Maintenance/repair/replacement of all apparatuses on the exterior of the building that are components of interior service (not limited to air conditioner compressor, electrical outlets/lighting fixtures, water faucets, power attic vents, vents for clothes dryer, water heater, fireplace, kitchen, bathrooms, etc.)
H. The American flag may be flown anytime in the Limited Common Area following accepted flag protocol and using a flag pole holder that may be attached to the wood trim of the Unit.

I. **Seasonal Decorations:**
   1. All outdoor, seasonal decorations must be turned off no later than two (2) weeks following the holiday. All decorations must be removed as soon as weather permits.
   2. Seasonal yard displays, lighted or unlighted, are limited to the formal grass areas in the front or rear of the Unit.
   3. Yard displays, lighted or unlighted, are not permitted in the Common Area.

J. **Patio Lighting**: Patio lighting is allowed only when the patio is in use.

K. **Windows and Window Coverings**:
   1. All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be neutral, such as white, off-white, beige, light gray or natural wood on the exterior side.
   2. Solar film may not be installed on the inside of windows.

L. **Yard signs**:
   1. Yard Sale/Garage Sale signs are permitted one day before the event and must be removed at the end of the last day of the event. No signs are permitted on public land i.e. boulevards and public right of ways.
   2. Political Signs may be located on private property only and must have the permission of the homeowner. All political signs must be removed within 72 hours after the election in question.
   3. Real Estate Signs may not exceed sixteen square feet (4x4) on a suitable post not to exceed six (6) feet in height. No signs in windows or on the building proper are permitted. Any "For Sale By Owner" signs must follow the above rule.

M. **Sprinkler Heads**: Repair, replacement and maintenance of the homeowner's sprinkler system.

N. **Parking/Vehicles**:
   1. No homeowner may keep or store or permit to be stored in the Common Area or Limited Common Area, including but not limited to all driveways:
      (a) Any truck large than a ¾ ton pick-up.
      (b) Any truck used as a commercial vehicle containing any type of signage.
      (c) Junked, inoperative or unlicensed vehicle.
      (d) Boats, campers, recreational vehicles, snowmobiles, or type of trailer.
   2. Notwithstanding the foregoing, such vehicles as are reasonably necessary for the construction, reconstruction, repair and/or for moving or delivery purposes, shall be allowed, providing same do not remain on the property for any time period longer than reasonably necessary, and providing further that all owners of the unit jointly and severally, shall be responsible and liable to the Association for the repair of any damage to the Common or Limited Common Areas resulting therefrom.

3. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Areas.

O. **Pets:**
   1. Homeowners may own up to two animals, be it two dogs, two cats, or one of each.

P. Maintenance of all planting areas.
Q. Repair/replacement of hose bibs.
R. Repair/replacement of doorbells.

Homeowner Financial Responsibilities

Homeowners of Lone Oak Estates are required to make monthly payments for the maintenance of building/grounds, insurance, reserve account and administrative costs. Some additional financial responsibilities are as follows:

A. All utilities, mortgage and property taxes.
B. Insurance for personal possessions and liability
C. Maintaining of basement floor
D. Maintenance/repair/replacements to the interior of unit (not limited to electrical, plumbing, heating, water heater, air conditioner, sump pump, appliances, flooring and painting).
E. Condo Fees and Late Assessment Fee:
   1. The monthly condo fee is due on the 1st of each month with a late fee applied if received on the 10th or after.
   2. $25 will be applied for that month and for each month afterward that the fees are delinquent.

Homeowner Responsibility with Board Approval

The Board of Directors is to be notified and you **MUST RECEIVE APPROVAL** prior to the following:

A. Repair/Replacement of screen doors, entry doors, garage door, windows and screens, solar tubes and skylights and any additional venting.
B. The installation of cement borders, plastic edging and brick or stone around the perimeter of the rock or bark beds in the Limited Common Area.
C. The installation of new planting areas.
D. All plans for any radon abatement must be submitted to the Board for approval. The plan must conform to the overall architectural integrity of the Association.
E. Electrical low voltage ground or landscaping lights with white bulbs in the Limited Common Area

F. Over three statues and/or yard ornaments are not allowed in each Limited Common Area. The Board reserves the right for approval or disapproval of these items.
G. Board approval is required but not limited to adding decks, trees, shrubs, etc.
H. **Inspection:**
    1. An Association Member who feels that an event has occurred which may have damaged an area of their Unit which is normally an Association responsibility, may request an appropriate contractor to be hired to inspect the suspected damaged area. If the damage exists, the Association will cover the cost of inspection and be responsible for the cost of the inspection. For example: If a Homeowner suspects that they have a mold problem due to a roof leak, a professional will be hired to inspect for the suspected mold. If mold is found, the Association will cover the cost of the inspection and remediation. If no mold is found, the Homeowner will pay for the inspection.
I. **Lighting:**
    1. Installation or replacement of exterior light fixtures.
    2. Installation of yard lights.
J. **Bark and Stone:**
    1. Exchanging bark for stone or stone for bark in the planting areas (not along Pilgrim Road).
K. **Flag Poles:**
    1. Freestanding, lighted in ground flag poles.
L. **Installation and Removal of Satellite Dish**
    1. Any removal of a satellite dish is at the expense of the homeowner. Roof must be returned to original state.
M. Awnings
N. Plaques

Decorative and Other Items which ARE NOT PERMITTED

A. Garden hose hangers.
B. Inflatable decorations.
C. Fencing of any type in the Limited Common Area or the Common Area.
D. Birdhouses and seeded bird feeders.
E. Temporary structures, such as sheds or other storage facilities.
F. Nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, or roof. This includes, but is not limited to signs, antennas, ornaments, decorative banners, wind chimes or wind socks. Repair of any damage caused by attachment to the structures shall be performed by homeowner.

Association Responsibilities

A. The provisions of Lone Oak Estates By-Laws identify responsibilities of the Association. Some of these responsibilities are as follows:
    1. Provide blanket building and general liability insurance. If the cost of any damage(s) to Association property that is determined by the Insurance Company's Adjuster to be the responsibility of the Insurance Company, the Association will pay the deductible.
    2. Maintain exterior of buildings (but not limited to painting, siding/roof repair, replacement, gutter cleaning, gutters and downspouts, paint/varnish doors, etc.) per Reserve Study recommendations.
    3. Maintenance of basement walls.
    4. Maintain lawns (mowing, fertilization, weed control, spring and fall cleanup of grounds, etc.)
    5. Maintain shrubs/trees (trimming, replacing, etc.)
    6. Maintain driveways (replacing hazardous cracks/no cosmetic repair).
    7. Maintain sidewalks (repairing/replacing).
    8. Snow removal from driveways, sidewalks and entryways for snow falls of two (2) inches or more.
    9. Keep the ends of the buried downspout and sump pump extensions open.
    10. Mailbox replacements and maintenance.
    11. Power washing of exterior siding because of mold will be contracted and paid for by the Association. The contractor will determine if there is or is not a mold issue. If there is no mold issue the homeowner will be asked whether they still want the power washing at the homeowner's expense.

B. Landscaping around units may vary as a result of current homeowner preferences The Association is not responsible for changing existing landscaping to suit new homeowners.

Procedures

A. For Replacement of Dead Trees and Shrubs:
   1. Homeowners will submit to the Board of Directors in writing the location, type and number of items for replacement. The replacements will be planted in the same location (unless otherwise recommended by the nursery). The Board of Directors will notify the homeowner of the approval. A copy of the approval will be submitted to the nursery and one copy will remain with the Board. The Board of Directors reserves the right to change the type of replacement based on suitability criteria suggested by the nursery. The Association's responsibility for removal of the old and planting of a new tree will be limited to the Board specified amount (depending upon the type of tree). As of June 2016, replacement for trees, depending on type, is $450 or $550.
   2. The replacement of shrubs and bushes will be limited to the Board specified amount which includes removal and planting. As of June 2016, replacement of bushes is $95. Evergreen small shrubs (as in yews/low junipers) is $125, and evergreen large shrubs (arborvitae/upright junipers) is $250
   3. The supplier has the right to refuse replacement(s) of certain varieties based on conditions and locations. The Board of Directors reserves the right to have the nursery inspect suggested replacements. If the cost of selection exceeds the allowance, the homeowner's will pay supplier the difference.
   4. Planting will commence when supplier has been presented with a sufficient number of approved replacement requests within the yearly landscape budget. If it is determined that s shrub/bush or tree has died because of the homeowner not watering properly the shrub/bush or tree may not be replaced.

B. New/additional plantings (excludes all perennials, annuals and grasses, etc.) All additions need approval from the Board of Directors. A written request must be submitted to the Board of Directors for the approval before any purchases (excludes all perennials, annuals, grasses, etc.). The Board has selected Wendland Nursery as their supplier. If the homeowner chooses to purchase elsewhere, it becomes their responsibility for the replacement within the warranty of where it was bought.
   1. Landscape Requirements
      (a) Approval from the Board of Directors.
      (b) The type and name of planting.
      (c) The date it was planted.
      (d) Where it was purchased.
      (e) Type of warranty.

C. Work order Projects:
   Homeowners will submit to the Board of Directors the "Work Order Request" form attached.

LONE OAK ESTATES CONDOMINIUM ASSOC.

SPECIAL PROJECT WORK ORDER FORM

DATE: _____

REQUESTED BY: _____

STREET ADDRESS: _____

PHONE: _____

EMAIL: _____

WORK REQUESTED: (Detailed Description)

_____

_____

_____

_____

_____

_____

_____

_____

(TO BE FILLED OUT BY SPECIAL PROJECT DIRECTOR)

COST ESTIMATE: _____ (Bid Copy is required, if over $300)

VENDOR: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

START DATE: _____

LONE OAK ESTATES CONDOMINIUM ASSOC.

LANDSCAPING REQUEST FORM

DATE: _____

REQUESTED BY: _____

STREET ADDRESS: _____

PHONE: _____

EMAIL: _____

WORK REQUESTED: (Detailed description of addition or replacement)

_____

_____

_____

_____

_____

_____

_____

_____

Condominium Living Rules, Regulations and Guidelines

VOTED ON BY THE BOARD

DECEMBER 5, 2017

SEE:

Page 1, Letter A,B,C

(Definitions)

(A) Common Area

(B) Limited Common Area

(C) Garage

Page 2, Letter C

(Use and Occupancy)

C. Occupancy of any condo unit shall not exceed six (6) people.

Page 3, Letter I, Number 2,3

(Seasonal Decorations)

2. Seasonal yard displays, lighted or unlighted, are limited to the formal grass areas in the front or rear of the Unit.
3. Yard displays, lighted or unlighted, are not permitted in the Common Area.

Page 3, Letter J

(Patio Lighting)

Patio lighting is allowed only when the patio is in use>

Page 3, Letter K, Number 2

(Windows and Window Coverings)

2. Solar film may not be installed on the inside of windows.

Page 3 Letter M

(Sprinkler Heads)

Repair, replacement and maintenance of the homeowner's sprinkler system.

(Homeowner Responsibility with Board Approval)

Page 4, Letter B

(B) The installation of cement borders, plastic edging and brick or stone around the perimeter of the rock or bark beds in the Limited Common Area.

Page 4, Letter E

(E) Electrical low voltage ground or landscaping lights with white bulbs in the Limited Common Area.

Page 5, Letter F

(F) Over three statues and/or yard ornaments are allowed in each Limited Common Area. The Board reserves the right for approval or disapproval of the items.

Page 5, Letter I, Number 1 & 2

(Lighting)

1. Installation or replacement of exterior light fixtures.
2. Installation of yard lights.

Page 5, Letter J, Number 1

(Bark and Stone)

1. Exchanging bark for stone or stone for bark in the planting areas (not along Pilgrim Road).

Page 5 Letter K, Number 1

(Flag Poles)

1. Freestanding, lighted in ground flag poles.

Page 5, Letter L, Number 1

(Installation and Removal of Satellite Dish)

1. Any removal of a satellite dish is at the expense of the homeowner. Roof must be returned to original sate.

Page 5 Letter M

(Awnings)

Page 5, Letter N

(Plaques)

Decorative and Other Items which <u>ARE NOT PERMITTED</u>

Page 5, Letter A

(A) **(Garden hose hangers)**

Page 5, Letter B

(B) **(Inflatable decorations)**

Page 5, Letter C

(C) Fencing of any type in the Limited Common Area or the Common Area.

Page 5, Letter D

(D) Birdhouses and seeded bird feeders.

Page 5, Letter F

(F) Nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, or roof. This includes, but is not limited to signs, antennas, ornaments, decorative banners, wind chimes or wind socks. Repair of any damage caused by attachment to the structures shall be performed by homeowner.

Association Responsibilities Page 6, Letter 11

(11) Power washing of exterior siding because of mold will be contracted and paid for by the Association. The contractor will determine if there is or is not a mold issue. If there is no mold issue the homeowner will be asked whether they still want the power washing at the homeowner's expense.

Page 7

(Procedures)

(Clarification is needed on replacement allowances. This may change from year to year)

NEW

SPECIAL PROJECT WORK ORDER FORM

LANDSCAPING REQUEST FORM