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DISCLOSURE MATERIALS

PARKVIEW CONDOMINIUMS 1653545

Pewaukee, Wisconsin

The Developer (Declarant) is JENTGES ENTERPRISES, a Wisconsin Partnership. Its business address is W274 N9088 Lake Five Road; Hartland, Wisconsin 53029.

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW, MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

16210 R1

In compliance with the Disclosure Requirements of Section 703.33, Wis. Stats. (1987-88) as amended, copies of the following are herewith supplied:

1. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration established and describes the condominium, the units and the common areas. The Declaration begins on Page A-1, Table of Contents page i, ii and iii.

2. BY-LAWS. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on Page B-1.

3. ARTICLES OF INCORPORATION. The operation of the condominium is governed by the Association, of which each unit is a member. Powers, duties, and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation being on Page C-1.

4. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are no such contracts affecting this condominium at this time.

5. ANNUAL OPERATING BUDGET. The Association will incur expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments (other than those which are a part of the common expense). At this point the Association supplies a Projected Operating Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on Page D-1.

6. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this Condominium.

7. FLOOR PLANS AND MAPS. The Declarant has provided a floor plan of the units being offered for sale and a map of the condominium which shows the location of a unit which you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page A-27.

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

PARKVIEW CONDOMINIUMS
Pewaukee, Wisconsin

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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR PARKVIEW CONDOMINIUMS

Pewaukee, Wisconsin

THIS DECLARATION, made this 31st day of May, 1991, by JENTGES ENTERPRISES, a Wisconsin Partnership (hereinafter referred to as the "DEVELOPER/DECLARANT").

WHEREAS, the DECLARANT is the owner in fee simple of certain real estate hereinafter described in Exhibit A, located in the Village of Pewaukee, Waukesha County, Wisconsin; and

WHEREAS, the DECLARANT intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to all provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats. (1987-88) as amended; and

WHEREAS, the DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DECLARANT and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the DECLARANT desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DECLARANT, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, (i) submits the subject property and buildings to the condominium form and use and ownership as provided in the Act, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and all other matters of record; (ii) establishes and imposes the following provisions, conditions, restrictions and uses to which the condominium may be put, and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding upon DECLARANT, its successors and assigns and all subsequent owners and occupants of all or any part of the condominium, and further DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND
LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats. (1987-88) as amended, is legally described as set forth on Exhibit A attached hereto and incorporated herein by reference. A survey of the property, showing the boundaries of the Condominium, is contained in the PARKVIEW CONDOMINIUMS PLAT (The "Condominium Plat," attached hereto and marked Exhibit B.)

Said real estate and all improvements thereon and appurtenances thereto shall be known as PARKVIEW CONDOMINIUMS.

Section 2. 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 PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wis. Stats. (1987-88) as amended, 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, including contract sellers, 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 (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 building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

(d) "UNIT NUMBER" shall mean the letter identifying a Unit, A through G.

(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 built or improvements installed by or for public utilities.

(f) "LIMITED COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS" shall mean those common elements identified herein 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 JENTGES ENTERPRISES, and its successors and assigns. The Declarant may also be referred to as the Developer.

(h) "MORTGAGE" shall mean any 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 Mortgage or such land contract.

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

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

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DECLARANT hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT"), pursuant to Chapter 703, Wis. Stats. (1987-88) as amended.

Section 2. CONDO IDENTIFICATION: Each Unit shall be specifically designated by its Unit Letter as set forth in Exhibit "B" attached hereto and hereby made a part of this Declaration. The Unit Letter of each Unit shall be the number portion of the street address of the Unit and its corresponding letter.

Every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit Number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. DESCRIPTION OF UNITS: The Condominium shall contain one (1) building with seven (7) Units as fully described in the exhibits attached hereto and made a part of this Declaration. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The seven (7) Units are located as indicated in Exhibit B attached hereto and made a part of this Declaration.

The buildings are constructed principally of brick and frame and has pitched (asphalt) roof.

Each Unit will contain central-forced air gas heat, central air conditioning, and electric hot water heater.

The Declarant in this Declaration provides all Units are comparable in style and quality.

Each Unit shall include one (1) indoor and one (1) outdoor parking space which is appurtenant to said Unit and shall be included as designated in this Declaration to said Unit. Additional spaces may be leased from the Association, if available.

The building is located as indicated in Exhibit B attached hereto and made a part of this Declaration. The location, designation of each Unit, and the immediate Common Elements and Limited Common Elements to which each Unit has access, are shown in Exhibit C, as are the approximate area and number of rooms of each Unit and the Unit Numbers and street address of each Unit and the parking spaces assigned to each Unit.

Section 4. BOUNDARIES OF UNITS: Each Unit on the first floor shall have separate interior walls. The vertical boundaries of each Unit shall be the said separate interior walls bounding a Unit and the exterior of the outside walls bounding a Unit; the air space between the Unit Walls shall be a common area space. Units shall not be divisible or subject to division or partition.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the 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.

Any utility lines and plumbing equipment located outside of Units, and any utility lines and plumbing equipment contained inside the boundaries of a particular Unit but which service a different Unit, are common elements and shall be repaired and maintained by and at the expense of the PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace, water heater and air conditioning system for each Unit are part of the respective Unit serviced by said items and shall be repaired and maintained by and at the expense of the Owner of said Unit.

If any portion of the common or limited common elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Element.

Section 5. INTERPRETATION OF PLANS: In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the Building(s) or Unit(s) as located and erected.

Section 6. MODIFICATION OF FLOOR PLANS: Declarant hereby reserves the right to alter, expand, decrease and/or otherwise modify the size and/or floor plans of any Unit and the exact location of the parking stalls during the course of construction of such Unit. In the event any Unit, as constructed, is materially different from the plans for such Unit contained in the Condominium Plat, Declarant shall file an amendment to the Condominium Plat showing the actual dimensions and floor plans for such Unit.

ARTICLE III

GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of commercial office and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's fractional (also known as its percentage of ownership) ownership in the Common Elements shall be 1/7th. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association.

The percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the Village of Pewaukee or to public utilities.

Section 2. DESCRIPTION OF GENERAL COMMON ELEMENTS AND FACILITIES: The General Common Elements and facilities shall consist of all areas except Units, limited common areas and restricted common areas, and by way of explanation shall include:

(a) The land described in this Declaration;

(b) The driveways, parking area and walkways located on the land;

(c) All other parts of the property necessary or convenient to its existence, maintenance and safety, are normally common use;

(d) The foundations, columns, girders, beams, overhangs, supports, main walls and roofs of the buildings;

(e) Areas set aside for storage of maintenance equipment;

(f) Installations for providing central services such as power, light, gas heating and cold water;

(g) Tanks, sanitary pumps, storm sewer, water line, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

(h) Or wells.

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: A portion of the Common Elements and facilities are designated as "Limited Common Elements and Facilities". These are the areas immediately in front of garages, patios and decks, balconies, driveways and walkways which service one Unit and the yard area described below. Each Unit Owner shall be entitled to the exclusive use and possession of these limited common areas, direct access to which is provided for his respective Unit, and which is located outside of and adjoining his respective Unit. The "Yard Area" shall be as per landscaping blueprint shown.

Section 4. NO PARTITION OF GENERAL COMMON ELEMENTS: There shall be no partition of General Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statue applicable to 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 herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

Section 5. CONVEYANCE OF LIMITED COMMON ELEMENTS: Any Unit Owner may not convey or lease his right to use any Limited Common Element pertinent to his Unit to any other Unit Owner except for parking stalls. The use of the Limited Common Element so conveyed shall thereupon become appurtenant to the Unit owned by the Grantee. Such conveyance shall be upon a form approved for use by the Association and shall be recorded in the office of the Register of Deeds for Waukesha County. Such instrument shall provide that upon recording the original document it shall be returned to the Secretary of the Association. After such conveyance, the conveying Unit Owner shall have no further right to use the Limited Common Element so conveyed, and Limited Common Element shall thereafter be appurtenant to the Unit owned by the Grantee, as specified in the conveyance form, until further conveyance. Despite the foregoing, the Association shall have no right of first refusal on any conveyance of any unit or any portion of the property subject to this Declaration.

ARTICLE IV

CONVEYANCE OF UNIT INTERESTS INCLUDED

No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interest, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements

necessary or access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for those uses permitted under and pursuant to uses allowed by the Village of Pewaukee and for no other purpose. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any person occupying a Unit with the Authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder 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. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No reptiles or uncaged birds shall be permitted within the Condominium. Unit owners may keep no more than two (2) pets per Unit; provided, however, that:

(i) The pet is under twenty-six inches (26") in height when measured from the base of its fore-paw to the top of the corresponding shoulder;

(ii) The pet is not permitted on any of the Common Elements while unattended or unleashed;

(iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;

(iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and

(v) The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this paragraph 3 or rules promulgated under subparagraph (iv).

Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five Hundred Dollars ($500.00) per month or part thereof until the owner has complied. Such pet fee may be collected in the same manner as assessments under

Article V hereof. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

Section 3. USE OF COMMON ELEMENTS:

(a) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. No owner or possessor shall cause to be stored at the premises, any substance defined as a "Hazardous Substance" as defined or designated under Sec. 311 or 307(a) of the Federal Clean Water Act, Superfund Sec. 102, the Federal Resources Conservation and Recovery Act, Sec. 112 of the Federal Clean Air Act and Section 7 of the Federal Toxic Substance Control Act, or any amendments or additions thereto. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements, other than those areas designated by the Association therefore. No clothes line shall be maintained on the Common Elements, and said Common Elements shall not be used for hanging of clothes, rugs or other articles.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension in relation to a Unit for sale, or rent-lease.

(c) Parking areas (including driveways on which parking is allowed), whether designated as a part of a Unit or as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of

any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: Units shall not be subdivided and in no event shall there be more than 16 Units at any time.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-seventh (1/7th) his share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs and replacements to the Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a

Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expense.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Unit together with utility lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 12. COMMON SURPLUSES: All common Surpluses shall be credited to Unit Owners' for assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING:

(a) All Owners shall be entitled to one (1) vote for each Unit owned, and there shall be only one vote in the Association pertaining to each Unit. 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 more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each

co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) The Declarant 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 its Units are sold; provided, further, that Declarant's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five (75%) of the Units, whichever time is earlier.

Section 3. UNIT VALUE FOR VOTING: The interest of each Unit shall be 1/7th and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 3. PERSONAL PROPERTY FOR COMMON USES: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferror's beneficial interest in such property without any reference

thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosure Unit.

Section 4. RULES AND REGULATIONS: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any right or privilege.

Section 6. PERSONAL LIABILITY: NO DIRECTOR or OFFICER of the ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer of Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, 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.

Section 2. PURPOSE AND COMPUTATION OF ASSESSMENTS:

(a) The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

(b) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by equal assessments against the owner of each Unit. Subsequent to the first conveyance of a Unit by the Declarant to a purchaser, Declarant's obligation for assessments shall be as follows:

(i) For each completed Unit owned by Declarant, Declarant shall pay monthly assessments in the Association on the same basis as any other Unit Owner.

(ii) For such period of time as there are uncompleted Units in the Condominium owned by Declarant, Declarant shall have the option of either paying monthly assessments to the Association for each uncompleted Unit owned by Declarant on the same basis as any other Unit Owner; or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all owners of completed Units (including Declarant) and the actual monthly expenses incurred by the Association; provided, however, that Declarant shall be required to make payments into the reserve accounts established by the Association for each of its uncompleted Units which is under construction on the same basis as all other Unit Owners.

(c) For purposes of Declarant's obligations for assessments, a completed Unit shall be a Unit for which the Village of Pewaukee has issued an occupancy permit. Until such time as a Unit is completed, Declarant, and not the Association, shall be responsible for all insurance premiums and other costs related to such Unit.

Section 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.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from non-collection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment 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. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Declarant.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board 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 or 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 the storage area appurtenant to the Unit;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owners or occupants of a Unit.

(g) 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.

Section 6. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected members and 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 presence, at such meeting, of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 7. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence on the first day of the first month following the conveyance of the first Unit by the Declarant. Such assessments shall commence as to each Unit on the first day of the first month following the issuance of an occupancy permit for such Unit, provided, however, that the Declarant shall pay a reduced assessment for Units prior to the issuance of an occupancy permit therefore, which reduced assessment shall be based on Association expenses which are not or not fully determined by the number of constructed or number of occupied Units such as snow plowing and liability insurance. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, 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 Declarant, duly recorded in the Waukesha County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advance 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;

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

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

To evidence a lien for sums assessed pursuant to this Article, 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 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. 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 thirty (30) 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 thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: 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 Wis. Stats. 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 foreclosing or waving the lien securing the same. If any installment of any assessment become delinquent, the privilege of paying such assessment in installments shall 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, shall be considered at one, without further notice, due and payable and shall be considered delinquent.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien on the sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. ADDITIONAL RIGHTS OF LENDERS:

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

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

(ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice of any Unit owner which shall be not later than within 30 days of such failure;

(iii) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if Common Elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(v) The Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data (including audited financial statements) as it sends to Unit Owners.

(b) Unless two-thirds of the number of holders of first mortgages on Units (based on one vote for each mortgage held) and all Unit Owners affected have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(i) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each unit;

(ii) Partition or subdivide any Unit of the Condominium;

(iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the transfer of the water system to a public or quasi-public body or the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such condominium property.

(c) Unless all holders of first mortgages on Units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in Section 9 of this Declaration.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air conditioning equipment shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial preparation 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 as to harmony of external design and location to the Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives 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 Architectural Control Committee.

Section 2. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives.

Section 3. DECLARANT CONTROL: During the period of Declarant Control, Declarant shall act as the Architectural Control Committee unless he delegates such function to the Board of Directors.

ARTICLE X

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building is placed solely on the interior of each Unit being a part of said Unit. If there are any party walls or walls placed on the dividing line between Units, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

Section 5. BINDING EFFECT: All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

Section 6. RULES AND REGULATIONS: Rules and regulations (in addition to the By-Laws) concerning the use of the Units and the common and limited common elements, including provisions concerning the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Unit owner prior to their effective date.

Section 7. DEDICATION FOR UTILITIES: The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors the right to grant and/or dedicate to the Village of Pewaukee, Wisconsin, the County of Waukesha, Wisconsin or public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Village of Pewaukee or Waukesha County shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

Section 8. CONSTRUCTION OF TERMS: All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

ARTICLE XI

INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire and such other hazards as the Association may deem desirable, for the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depositary on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms and the Association shall determine consistent with the provision of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss is excess of $50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to including in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage on his improvements or on his Unit which will not duplicate any insurance provided by the Association or Unit Owner.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provision herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION:

(a) In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specification 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.

(b) In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all Unit Owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

Section 5. PARTITION: The Association shall have the right tot levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; 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 one hundred percent (100%) 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 liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 6. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association and the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any

activity of the Association, with limits of not less than $500,000/person and $1,000,000/occurrence for bodily injury or death and not less than $250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to in sure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;

(d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XII

NOTICES

All notice and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notice and other documents to be served upon Declarant or the Association shall be personally served on the agent specified for receipt of process herein or mailed by certified mail, return receipt requested to the agent specified for receipt of process herein at the address of that agent as provided herein. All Owners shall provide the Secretary of the Association with the 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 giving of such notice by mailing it or having it delivered personally to such address as is on file with him. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

ARTICLE XIII

EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of his Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

ARTICLE XIV

DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units in the

condominium the Declarant shall have the right to use any unsold Units and the Common Areas as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of sales office, the holding of open house and the erecting of signs.

ARTICLE XV

GENERAL PROVISIONS

Section 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.

Section 2. SEVERABILITY: If any provision, or any part thereof, 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.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instance, upon the strict performance of any of the terms, covenants, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such 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 thereof, 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.

Section 4. TERMINATION: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

Section 5. PERPETUITIES AND RESTRAINTS ALIENATIONS: If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: 1) the rule against perpetuities or some analogous statutory provisions; 2) the rule restricting restraints on alienation, or 3) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty one (21) years after the death of the now living lawful descendants of GEORGE BUSH, President of the United States of America.

Section 6. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of twenty-five (25%) percent of the Units and thereafter signed by not less than sixty-seven (67%) percent of the Unit Owners and Mortgagees having a secured interest in the property subject to this Declaration; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

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 or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be.

Any Amendment to this Declaration shall be recorded with the Register of Deeds for Waukesha County, Wisconsin.

Section 7. REGISTERED AGENT FOR SERVICE OF PROCESS: The registered agent for service of process and the address for the registered agent, shall be the registered agent and the address of the registered agent of the PARKVIEW CONDOMINIUMS as provided for in the Articles of Incorporation and amendments thereto.

Section 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.

Section 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.

Section 10. RIGHT OF FIRST REFUSAL: The Association shall have a right of first refusal or option to purchase any right, title, share or interest in any Unit, common area, element or fixture, or any property which is subject to this Declaration.

Dated this 31st day of May, 1991.

JENTGES ENTERPRISES

By: _____
Don Jentges, Managing Agent

Signature of Don Jentges authenticated this 31st day of May, 1991.

Richard A. Rechlicz, Attorney
Member State Bar of Wisconsin

THIS INSTRUMENT WAS DRAFTED BY:

LADEWIG AND RECHLICZ
Richard A. Rechlicz, Esq.
N88 W15125 Main Street
Menomonee Falls, WI 53051

EXHIBIT A

LEGAL DESCRIPTION

Lot 46, Willow Grove Addition No. 1, being a subdivision of a part of the NW 1/4 and the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4, in Section 10, T 7 N, R 19 E, in the Village of Pewaukee, Waukesha County, Wisconsin.

BY-LAWS
OF
PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC.
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BY-LAWS

OF

PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL PURPOSE, NAME AND LOCATION

Section 1. NAME AND LOCATION: The name of the Association is PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be W274 N9088 Lake Five Road; Hartland, WI 53029, but meetings of Members and Directors may be held at other places within the State of Wisconsin.

Section 2. PURPOSE: Pursuant to the Declaration of Condominium for PARKVIEW CONDOMINIUMS recorded as Document No. _____ in the Office of the Register of Deeds, in and for Waukesha County, Wisconsin (hereafter the "Declarant"), the following terms, conditions and provisions are adopted as the By-Laws of the Association of Unit Owners for PARKVIEW CONDOMINIUMS (hereafter the "By-Laws") which shall govern the administration of all real estate and improvements subjected to the condominium form of use and ownership (hereafter the "Property") in accordance with the Declaration and the Condominium Ownership Act for the State of Wisconsin (hereafter the "Act") as may be amended from time to time.

Section 3. PERSONS SUBJECT TO BY-LAWS: These By-Laws shall govern and bind all Unit Owners, joint Owners, mortgagees and other encumbrancers and their respective heirs, personal representatives, successors, assigns, and lessees, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees.

ARTICLE II

DEFINITIONS

Section 1. ASSOCIATION: Shall mean and refer to PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 Wis. Stats., its successors and assigns.

Section 2. PROPERTY: Shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. COMMON ELEMENTS: Shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.

Section 4. UNIT: Shall mean and refer to any Unit shown upon the recorded plat or plats of survey of the property.

Section 5. OWNER: Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. DECLARANT: Shall mean and refer to Jentges Enterprises. The Declarant may also be referred to as the Developer.

Section 7. DECLARATION: Shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. MEMBER: Shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9: REFERENCE TO DECLARATION: The terms defined or referred to in the Declaration are hereby adopted for these By-Laws (and any amendments hereto); and all terms defined by the Act are also adopted for these By-Laws except as modified, inconsistent with or otherwise defined by the Declaration or these By-Laws.

ARTICLE III

MEMBERSHIP

Section 1. MEMBERSHIP TRANSFER:

(a) A Unit Owner shall be a member of the Association, which shall be composed only of Unit Owners.

(b) Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon the transfer of fee simple title to the Unit, without further provisions being made therefor. Membership may not be transferred, assigned or conveyed except in connection with the transfer of fee simple title to the Unit.

(c) Upon transfer of fee simple title to a Unit or any part thereof, the transferee shall give written notice to the Association specifying:

(1) The transferee's name and address;

(2) The Unit conveyed;

(3) The date of transfer;

(4) The name and address of any mortgage holders; and

(5) Any other information which the Board deems relevant.

Section 2. ONE MEMBERSHIP PER UNIT:

(a) A Unit Owner shall have one membership for each Unit owned.

(b) All joint Owners of a Unit shall be entitled to:

(1) One collective membership for that Unit;

(2) The same type of partial membership interest in the Association as their tenancy or estate in the Unit.

Section 3. MEMBERSHIP LIST:

(a) The Association shall maintain a current Membership List showing: the Owner and any person who may be designated by joint Owners to receive notices on their behalf; the percentage of ownership interest appurtenant to each Unit; and the business and mailing address of each Owner and joint Owner. The Membership List shall be kept by the Secretary of the Association.

(b) Each Unit Owner shall be responsible for furnishing to the Secretary the information necessary for the Association to maintain an up-to-date Membership List, without the necessity of any inquiry or request being made by the Secretary.

(c) A Designee may be appointed by joint Owners of a Unit to vote and receive notices on behalf of the joint Owners and the Association shall at all times be entitled to rely upon the authority of such Designee; and all joint Owners shall be bound by the Designee's vote and other actions. The appointment of such a Designee shall be made by written notice signed by each of the joint Owners and delivered to the Secretary of the Association stating the name, address and telephone number of such Designee and that the Designee is thereby appointed to vote and receive all notices on behalf of all joint Owners of the Unit. The authority of such a Designee may be revoked or a new Designee appointed at any time by written notice delivered to the Secretary signed by all joint Owners.

(d) A Designee may be changed at any time by delivery of written notice to the Secretary of the Association signed by all joint Owners.

(e) All notices required to be given to a Unit Owner shall be deemed to have been duly given:

(1) At the time of personal delivery to the Unit Owner or one of the joint Owners or the Designee of joint Owners; or

(2) 72 hours after mailing within the State of Wisconsin by regular or certified mail to the Unit Owner's or Designee's mailing address shown in the Membership List.

ARTICLE IV

VOTING AND MEETING

Section 1. VOTING:

(a) A Unit Owner shall have one vote for each Unit owned; except that Declarant shall have two votes for each Unit owned during the time provided in The Declaration; Article IV and these By-Laws. All votes shall be cast as a whole with no fractional votes being allowed. Votes may be cast in person or by proxy by the Unit Owner or by a Designee or anyone of the joint Owners; however, all joint Owners of a Unit shall vote collectively and in the event any fractional vote is attempted or if joint Owners do not agree on how such vote shall be cast, the right to vote on the matter in question shall be forfeited. Each Unit Owner shall be entitled to cumulate his votes for election of Directors such that each Owner shall have a total number of votes equal to the number of Units owned times the number of directorships to be filled by Owners other than by Declarant which may be cast for any one Director or allocated, as the Owner desires, among any number of the directorships to be filled. During such time as Declarant has two votes for each Unit it owns as provided in The Declaration; Article IV and these By-Laws. Declarant shall similarly be entitled to cumulate its votes and the Owners (other than Declarant) shall not be entitled to vote for Directors or otherwise fill directorships except for the directorships to be filled by the Owners (other than Declarant) in accordance with Article VI of these By-Laws.

(b) No Unit Owner shall be entitled to cast the vote appurtenant to a Unit against which any General or Special Assessment is then delinquent.

(c) Proxies shall be valid only for the particular meeting or time period designated therein, unless sooner revoked, must be filed with the Secretary before the appointed time of the meeting, shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

ARTICLE V

MEETING OF MEMBERS

Section 1. ANNUAL MEETING: 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 less than within one (1) year from the date of recording of the Declaration, and each subsequent regular meeting of Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. 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.

Section 2. SPECIAL MEETING: Special meeting of the Members may be called at any time by the Board of Directors or by the President however such meeting must be called by the Board, or upon receipt of a written request signed by Members who are entitled to vote twenty-five percent (25%) of all of the votes, with such request specifying the purpose of such meeting.

Section 3. PLACE OF MEETING: Meetings of the Unit Owners shall 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.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence at the meeting of twenty-five percent (25%) Members or proxies entitled to cast 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. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 6. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under the Act, the Declaration, or these By-Laws.

Section 7. ORDER OF BUSINESS: The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Election of Directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 8. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 9. DECLARANT'S CONTROL: Except as provided in ARTICLE VI, Section 1,

below, Declarant, or a person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease seven (7) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, whichever time occurs first.

Section 10. RIGHTS OF DECLARANT PRIOR TO TRANSFER: As long as the Declarant shall own any Unit except for a Unit which Declarant is using as a office, Declarant may use the Common Elements and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model unit, showing of property and erecting and maintaining signs of the Common Area.

ARTICLE VI

BOARD OF DIRECTORS
SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of three Directors, all but one of whom shall be a member of the Association, except that the initial Directors need not be members of the Association. Such Board shall be elected as follows:

(a) Prior to the conveyance of twenty-five (25%) percent of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Unit Owners shall be called at which time one member of the initial Board of Directors, or his successor, as designated by the Declarant, shall tender his resignation and the Unit Owners, other than Declarant, shall elect one new member of the Board of Directors.

(b) Notwithstanding paragraph (a) above, thirty (30) days after the conveyance of seventy-five (75%) percent of the undivided interest in the General Common Elements by Declarant to purchasers a special meeting of the Unit Owners shall be called at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations in accordance with paragraph (a) above, shall tender their resignations, and the Unit Owners shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of three persons, including such new members as may have been elected pursuant to paragraph (a) above.

Section 2. INITIAL DIRECTORS: The number of Directors constituting the whole Board shall not be less than three (3) nor more than seven (7), with the number at any given time to be determined by resolution of the Board or by resolution of the Association at an annual or special meeting. Notwithstanding any provision set forth in these By-Laws to the contrary, the "Declarant" shall

designate the initial Board of Directors, none of which must be Unit Owners, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein. The names and addresses of the initial Directors are set forth in the Articles of Incorporation.

Section 3. ELECTION AND TERM OF OFFICE: At the time of election of the full Board, the term of office of the first elected Member of the Board of Directors shall be fixed at three (3) years, the term of office of the next elected Member of the Board of Directors shall be fixed at two (2) years and the term of office of the last elected Member of the Board of Directors shall be fixed at one (1) year. If there is a conflict in determining the terms of office, the decision of the initial Directors shall control. At the expiration of the initial term of the office of each respective Member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. Except in the event of death, resignation or removal, each Director shall hold office until his successor has been elected by the Unit Owners.

Section 4. REMOVAL AND VACANCIES: Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. COMPENSATION: No Director shall receive compensation for any service he may render to the Association as such. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. 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 VII

MEETING OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Directors shall be held periodically without notice, at such a place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President or Secretary of the Association, or by any of the Directors, after not less than seventy-two (72) hours' notice to each Director, such notice shall be given personally or by mail, which notice shall state the time, place and purpose of such meeting.

Section 3. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority

of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting (at which a quorum is present) is held within ten (10) business days after the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

Section 4. WAIVER OF NOTICE: Any Member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS: In addition to their other authority, the Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property and to designate the signatories required therefor;

(i) Purchase, lease, or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Directors), or otherwise dealing with Units acquired by and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by seventy-five percent (75%) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on the Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full.

(j) Grant easements through or over Common Elements;

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(l) Make contracts and incur liabilities in connection with the operation of the condominium;

(m) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent;

(n) Deny the right to Vote at an Association meeting to an Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The offices of this Association shall be a President, one or more Vice-Presidents and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may determine. Any two or more offices may be held by the same person, except the offices of President and Secretary, and the offices of president and Vice President.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM: Each officer of this Association shall be elected annually by the Board and each shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office of such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, by giving written notice to the Board, the President or the Secretary. Such

resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES: The offices of Vice President and Secretary, Vice President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer or designate shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

ARTICLE X

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided

in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member of any mortgagee. The Declaration, Article and the By-Laws as well as annual reports of the Association shall be available for inspection by any member or any mortgagee at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. 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 Wis. Stats. 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, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit.1 A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment become delinquent, the privilege of paying such installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XIII

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-laws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions

hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XIV

SALE AND LEASE OF UNITS

Section 1. SALES AND LEASES: No Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interest".

Section 2. LEASE OR RENT: Any lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. Except as hereinbefore set forth, the form of any lease of a Unit shall be the then current form of lease and rent recommended by the Wisconsin Real Estate Board, with such modifications as shall from time to time be required by the Board of Directors or be approved in writing by the Board of Directors.

Section 3. APPROVAL OF PURCHASE: The Board of Directors may not purchase a Unit without first obtaining the approval of the majority of Unit Owners present in person or by proxy, at a special meeting called for that purpose.

Section 4. FINANCING OF PURCHASE OF UNITS BY BOARD OF DIRECTORS: Acquisition, of Units by the Board of Directors, or its designee, on behalf o all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be acquired by the Board of Directors.

Section 5. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS: In the event that a Unit shall be acquired by the Board of Directors or its designee on behalf of all Unit Owners as tenants-in-common all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 6. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to

convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 7. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

ARTICLE XV

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, and the By-Laws;

(b) The provision of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XVI

AMENDMENTS

These By-Laws may be amended by affirmative vote of Unit Owners having sixty-seven percent (67%) of the votes at a regular or special meeting of the Members.

ARTICLE XVII

FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVIII

CORPORATE SEAL

The Association shall not have a seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

IN WITNESS WHEREOF, the Directors of PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC., have hereunto set their hands this 31st day of May, 1991.

Don Jentges

William G. Ladewig

Richard A. Rechlicz

ARTICLES OF INCORPORATION

OF

PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

OF

PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE 1

The name of the Association is PEWAUKEE PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE 2

The period of existence shall be perpetual.

ARTICLE 3

The purposes shall be as follows:

(a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the occupant within said property;

(b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Condominium Ownership; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, rent, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

(e) To borrow money, and with the assent of seventy-five percent (75%) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be ag reed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of voting members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of voting members;

(h) To have and to exercise any and all powers, rights and privileges a Wisconsin Corporation organized under Chapter 181, Wis. Stats., may now or hereafter have or exercise.

ARTICLE 4

Location of the principal office is N88 W15125 Main Street; Menomonee Falls, Waukesha County, Wisconsin 53051.

ARTICLE 5

Name of the initial registered agent is Ladewig and Rechlicz; Richard A. Rechlicz.

ARTICLE 6

Address of the initial registered agent is N88 W15125 Main Street; Menomonee Falls, Waukesha County, Wisconsin 53051.

ARTICLE 7

The number of Directors may be fixed by by-laws but shall not be less than three (3).

ARTICLE 8

The number of Directors constituting the initial Board shall be three (3), who need not be members of the Association.

ARTICLE 9

Names and addresses of the initial Directors:

Don Jentges W274 N9088 Lake Five Rd. Hartland, WI 53089	Richard A. Rechlicz N88 W15125 Main Street Menomonee Falls, WI 53051	William G. Ladewig N88 W15125 Main St. Meno. Falls, WI 53051

ARTICLE 10

MEMBERSHIP

Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connect with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

ARTICLE 11

VOTING RIGHTS

All Owners shall be entitled to one (1) vote for each Unit owned. 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 more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Declarant who shall be entitled to one (1) 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 its Units are sold; provided, further, that Declarant's control shall cease seven (7) years after the first Unit is conveyed to a purchaser other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

ARTICLE 12

DISSOLUTION

The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 13

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 14

The name and address of the incorporator is:

NAME	ADDRESS (street & number, city, state and ZIP Code)
Don Jentges	W274 N9088 Lake Five Road Hartland, WI 53089

Executed in duplicate on the 16th day of April, 1991.

JENTGES ENTERPRISES

By: _____
Don Jentges, Agent

All incorporators
SIGN HERE

COPY

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 16th day of April A.D. 1991, the above-named DON JENTGES, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

_____
Richard A. Rechlicz
Notary Public, State of Wisconsin
My Commission is permanent.

(SEAL)

This Document Was Drafted By
And Should Be Returned To:

LADEWIG and RECHLICZ
Attorney Richard A. Rechlicz
N98 W15125 Main Street
Menomonee Falls, WI 53051
(414) 251 2245

EXHIBIT A

Legal Description

Tax Key No. PWV 904 048

Lot 46, Willow Grove Addition No. 1, being a subdivision of a part of the NW 1/4 and the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4, in Section 10, T 7 N, R 19 E, in the Village of Pewaukee, Waukesha County, Wisconsin.

PROJECTED BUDGET FOR
PARKVIEW CONDOMINIUM OWNERS ASSOCIATION, INC.

Insurance	$ 250.00
Electric	$ 70.00
Repairs	$ 70.00
Maintenance	$ 100.00
Lawn Care	$ 55.00
Snow Removal	$ 55.00
Contingency	$ 120.00

The foregoing projected budget is based on the Declarant's assessment of the costs and expenses to be incurred by the Association as of the date of drafting. This assessment is based on costs and expenses, where available, and on the Declarant's assessment estimates where information is not available. In Declarant's opinion the proposed budget is reasonable and adequate, under existing circumstances, and the estimated annual assessment will be sufficient to meet the normal anticipated operating expense of the Association in its initial year of operation. However, because of the possibility of unforeseen changes in the economy, or increases or decreases in the expenses of operation, this projected budget is not intended to be a representation, guarantee or warranty of any kind whatsoever or an assurance that the actual expenses and income of the Association for any period of operation may not vary from the amounts shown in the projected budge or that the Association may not incur additional expenses, or that the annual assessment for any period may not vary from the amount shown in this projected budget. The Association's Board of Directors may provide for reserves not reflected in this budget. It may be expected, based on current trends, that such items as maintenance, repair, labor, insurance premiums and other related expenses will change in the future.

Based on the projected budget, the estimated assessment per Unit is $720.00 payable in monthly installments of $60.00.

2021342

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF
PARKVIEW CONDOMINIUMS

THIS AMENDMENT, made this 2/st day of January, 1995 by Unit Owners of PARKVIEW CONDOMINIUMS, (hereinafter referred to as "Unit Owners"), (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF PARKVIEW CONDOMINIUMS which was recorded on the 7th day of June, 1991 in the Waukesha County Register of Deeds in Reel 1312, Images 143 to 197, inclusive, as Document No. 1653546 and pertaining to that certain real estate described in the Condominium Plat for Parkview Condominiums and marked Exhibit A to said original Declaration as Document No. 1653545:

WHEREAS, an error was made on the original recorded Condominium Plat, Exhibit "C," page A-28, which, among others, assigned designated garages to the units;

WHEREAS, an Amendment to said Declaration was recorded with the Office of the Register of Deeds on August 31, 1993 in Reel 1774, Image 1775 as Document No. 1876911, which said Amendment was for the sole purpose of correcting the foregoing error on Exhibit "C" page A-28, Designation of Garage Units;

WHEREAS, after recording of said Amendment it was discovered that not only were the garage units changed as set forth in said Amendment, but also, in error, the unit designations were changed from the designations set forth on Exhibit "C", page A-30; and

WHEREAS, the Unit Owners desire to correct the error in the Amendment previously recorded so that same conforms with the actual construction;

NOW, THEREFORE, under and pursuant to Article XV, Section 6 of said Declaration, said Declaration is amended as follows:

1. For clarification purposes, the assigned unit numbers shall be as reflected on the original recorded plat and as are set forth on Exhibit "C", page A-30 as originally recorded to the end that the previous Amendment identified as Document No. 1876911 shall not have changed the designation of unit numbers.

2. For clarification purposes, the assigned garage numbers as was originally set forth in error on Exhibit "C", page A-28 shall be and are as set forth in said Amendment identified as Document No. 1876911 and as is restated from said Amendment as follows:

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECEIVED FOR RECORD

95 FEB -2 AM 8:59
REEL 2036 IMAGE 0819

2021342

REGISTER OF DEEDS

Garage Unit G shall remain Garage Unit G.
Garage Unit A shall be changed to Garage Unit F.
Garage Unit F shall be changed to Garage Unit A.
Garage Unit B shall remain Garage Unit B.
Garage Unit E shall be changed to Garage Unit C.
Garage Unit C shall be changed to Garage Unit E.
Garage Unit D shall remain Garage Unit D.

IN WITNESS WHEREOF, the Unit Owners have caused this Amendment to the Declaration of Condominium Ownership for Country Place Condominiums to be executed and signed this 21st day of January, 1995 which shall be effective the date hereof.

PARKVIEW CONDOMINIUMS

For Unit 1352A Meadowcreek Drive:

By: Mary Ann Worgull (SEAL)
Mary Ann Worgull

For Unit 1352C Meadowcreek Drive:

By: Sharon Starr (SEAL)
Sharon Starr

For Unit 1352E Meadowcreek Drive:

By: Mary Ann Worgull (SEAL)
Mary Ann Worgull

For Unit 1352F Meadowcreek Drive:

By: Lana Bruckhausen (SEAL)
Lana ~~Bruckhausen~~
BRUCKHAUSEN

For Unit 1352G Meadowcreek Drive:

By: Mary Ann Worgull (SEAL)
Mary Ann Worgull

Signature of Mary Ann Worgull, Sharon Starr, Lana Bruckhausen authenticated this 23rd day of January, 1995.

Richard A. Rechlicz
Member, State Bar of Wisconsin

This instrument was drafted by:

LADEWIG AND RECHLICZ
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
414-251-2245

Return to:

Mary Ann Worgull
M. A. Worgull Realty
2138 West Silvernail Road
Pewaukee, WI 53072
572 9220

1/3:46 3/P-33

1876911

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
OF
PARKVIEW CONDOMINIUMS

REEL 1774 IMAGE 1175

THIS AMENDMENT, made this 25th day of August, 1993 by Unit Owners of PARKVIEW CONDOMINIUMS, (hereinafter referred to as "Unit Owners"), (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF PARKVIEW CONDOMINIUMS which was recorded on the 7th day of June, 1991 in the Waukesha County Register of Deeds in Reel 1312, Images 143 to 197, inclusive, as Document No. 1653546 and pertaining to that certain real estate described in the Condominium Plat for Parkview Condominiums and marked Exhibit A to said original Declaration: 1653545

1d 12.20

WHEREAS, an error was made on the original recorded Condominium Plat, Exhibit "C," page A-28, which, among others, assigned designated garages to the units; and

WHEREAS, the Unit Owners desire to amend the Condominium Plat so that same conforms with the actual construction;

NOW, THEREFORE, under and pursuant to Article XV, Section 6 of the Declaration of Condominium Ownership for Parkview Condominiums, said Declaration is hereby amended as follows:

1. For clarification purposes and to amend Exhibit "C," page A-28 previously recorded, the assigned garage numbers and unit designations on said Exhibit "C" shall be changed to reflect the following:

Unit G shall remain Unit G.
Unit A shall be changed to Unit F.
Unit F shall be changed to Unit A.
Unit B shall remain Unit B
Unit E shall be changed to Unit C.
Unit C shall be changed to Unit E.
Unit D shall remain Unit D.

IN WITNESS WHEREOF, the Unit Owners have caused this Amendment to the Declaration of Condominium Ownership for Country Place Condominiums to be executed and signed this day of 25th day of August, 1993 which shall be effective the date hereof.

PARKVIEW CONDOMINIUMS
For Unit 1352A Meadowcreek Drive:

By: Mary Ann Worgull (SEAL)
Mary Ann Worgull

For Unit 1352C Meadowcreek Drive:

By: Sharon Starr (SEAL)
Sharon Starr

For Unit 1352E Meadowcreek Drive:

By: Mary Ann Worgull (SEAL)
Mary Ann Worgull

For Unit 1352F Meadowcreek Drive:

By: Lana Bruckhausen (SEAL)
Lana Bruckhausen

1876911

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS

93 AUG 31 PM 3:30

REEL 1774 IMAGE 1175

REGISTER OF DEEDS

REEL 1774 IMAGE 1176

For Unit 1352G Meadowcreek Drive:

By: Mary Ann Worgull (SEAL)
Mary Ann Worgull

Signature of Mary Ann Worgull, Sharon Starr, Lana Bruckhausen authenticated this 25th day of August, 1993.

Richard A. Rechlicz
Member State Bar of Wisconsin

This instrument was drafted by:

LADEWIG AND RECHLICZ
Richard A. Rechlicz, Esq.
State Bar No. 1016926
N88 W15125 Main Street
Menomonee Falls, WI 53051
414-251-2245

Return to:

Mary Ann Worgull
M. A. WorgullRealty
2138 West Silvernail Rd.
Pewaukee, WI 53072