

ELM GROVE PARKWAY CONDOMINIUM

Declaration:

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CONDOMINIUM DECLARATION
 of
 CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
 for
 ELM GROVE PARKWAY CONDOMINIUM
 ELM GROVE, WISCONSIN 53122

This Declaration is made and entered into pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, commonly known as the Unit Ownership Act, as the same may be amended, renumbered or renamed from time to time by the Trustees of Jensen-Reynolds Corporation Employees Profit Sharing Plan, Edward Luedtke and Eleanor C. Hedberg, hereinafter referred to as the "Declarants".

1. Statement of Declaration. Declarants desire and intend by this Declaration to submit the property herein described to the condominium form of use and ownership under the Unit Ownership Act and further desire to establish for its and their own benefit and that of all future owners and occupants of the property, certain easements and rights over and upon the property and certain mutually beneficial restrictions and obligations with respect to the ownership, use and maintenance thereof, all on the terms and conditions herein set forth.

All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarants, their successors and assigns, and to all parties hereafter having an interest in the property.

2. Description of Land. The following described real estate is subjected to the provisions of this Declaration:

All of Parcels 2 and 3 of CERTIFIED SURVEY MAP NO. 1020, being a redivision of Lot 1 in Block 2 in Verdant Acres, a Subdivision in the NW 1/4 of Section 26, T 7 N, R 20 E, in the Village of Elm Grove, Waukesha County, Wisconsin, together with a part of Lots 2, 3, 4, 5, 6 and 7 in Block 2 in said Verdant Acres, being more particularly described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 00°12'17" East along the West line of said 1/4 Section 1335.05 ft. to a point; thence South 89°56'00" East 140.00 ft. to the Northwest corner of Parcel 2 of said Certified Survey Map No. 1020 and the point of beginning of the land to be described, said point also being the Southwest corner of Outlot 1 of Squires Grove, being a Subdivision of a part of the NW 1/4 of the NW 1/4 of Section 26, T 7 N, R 20 E, in the Village of Elm Grove, Waukesha County, Wisconsin; thence South 00°12'17" West along the East line of Pilgrim Parkway 1234.04 ft. to a point; thence Southwesterly 100.32 ft. along the arc of a curve whose center lies to the West whose radius is 800.00 ft. and whose chord bears South 03°47'50" West 100.26 ft. to a point on the South line of said 1/4 Section; said point being 133.72 ft. North 89°39'31" East of the Southwest corner of said 1/4 Section; thence North

89°39'31" East along the South line of said 1/4 Section 256.79 ft. to a point, said point being the Southwest corner of Parcel 4 of Certified Survey Map No. 3362, being part of Lots 4, 5, 6 and 7 in Block 2 in said Verdant Acres; thence North 00°03'57" East 613.00 ft. to the Northwest corner of Parcel 1 of said Certified Survey Map No. 3362; thence South 89°39'31" West 89.74 ft. to the Southwest corner of lands conveyed to Robert L. Vilar and Nancy M. Vilar by deed recorded as Document No. 606027; thence North 00°02'03" West 125.00 ft. to the Northwest corner of said lands; thence North 89°39'31" East along the North line of Lot 4 in Block 2 in said Verdant Acres 70.56 ft. to a point, said point being 231.11 ft. South 89°39'31" West of the Northeast corner of said Lot 4; thence North 00°00'57" East 379.39 ft. to a point on the South line of Parcel 3 of said Certified Survey Map No. 1020, said point also being 230.78 ft. North 89°56'00" West of the Northeast corner of Lot 2 in Block 2 in said Verdant Acres; thence South 89°56'00" East 4.22 ft. to the Southeast corner of Parcel 3 of said Certified Survey Map No. 1020; thence North 00°03'57" East 215.00 ft. to the Northeast corner of Parcel 1 of said Certified Survey Map No. 1020; thence North 89°56'00" West 231.75 ft. to the point of beginning.

Containing 7.1170 acres, subject to an easement for general drainage purposes and for use as a general public easement as set forth and described in Exhibit "C" attached hereto, consisting of two pages. Declarants hereby dedicate the lands subject to said easement for general drainage purposes and for use as a general public easement for such purpose.

Declarants hereby submit the above described property, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone and water utilities, and all other matters on record, to the condominium form of use and ownership as provided in the Unit Ownership Act and in this Declaration, the property to be known as Elm Grove Parkway Condominium.

3. Description of Buildings. There shall be ten (10) buildings constructed on the real estate described in paragraph 2, which buildings shall each contain four (4) units, or a total of forty (40) units. The end units of each building shall consist of a basement and one level of living space, with attached one car garage, and the middle units shall consist of a basement and two levels of living space, with attached two car garage. The principal materials of which the buildings are to be constructed are poured concrete foundation, poured concrete or concrete block basement walls, wood frame construction, and wood and veneered brick exterior. Water shall be supplied by a deep well, the expense for operating and maintaining the water system to be a common expense of the Condominium. The complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarants, 3500 North Sherman Boulevard, Milwaukee, Wisconsin. The buildings are to be located on the real estate as indicated in Exhibit "A" attached hereto and made a part of this Declaration. The building and units are more fully described in the building and floor plans prepared by Jerome A. Kowalski & Associates, Architects, attached hereto, as Exhibit "B" and made a part hereof. Declarants reserve the right, subject to approval of the Village of Elm Grove, to change the layout and dimensions of the building and units shown in Exhibit "A" and "B" which are not presently constructed, provided that such changes will not substantially

alter the nature and quality of the buildings and units. This Declaration is subject to the terms and conditions of the Developers Declaration executed by Declarants in favor of the Village of Elm Grove, which shall be binding upon Declarants, its and their successors and assigns.

4. Description of Units:

- (a) The Unit designation of each unit and the approximate area location, number of rooms and immediate common area to which it has access are shown in Exhibits "A" and "B". Working drawings and general specifications for the project are on file at the office of the Declarants.
- ✓(b) The Boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:
 - (i) The vertical or parametrical boundaries of the first and second floors of the unit shall be the plane of the outer surfaces of the predecorated drywall and the plane of the outside faces of doors and windows bounding a dwelling, and as to the basement, the plane of the inner surface of the basement walls, extended in each case to an intersection with the upper and lower boundaries;
 - (ii) The upper and lower boundaries shall be:
 - (a) lower boundary - the plane of the underside of the floor of the basement level; and
 - (b) upper boundary - the plane of the outer surfaces of the predecorated drywall ceiling of the highest level of living space.
- (c) The garage to which the unit has access shall be a part of the unit to which it is attached, which is enclosed as follows:
 - (i) The vertical or parametrical boundaries shall be the plane of the outer surfaces of the drywall and the plane of the outside face of the exterior door, extending in each case to an intersection with the upper and lower boundaries.
 - (ii) The upper and lower boundaries shall be:
 - (a) lower boundary - the plane of the underside of the concrete floor; and
 - (b) upper boundary - the plane of the outer surface of the drywall ceiling.
- (d) If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the construction of the building; the unit, any adjoining unit, or any adjoining common or limited

common elements, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common elements upon any unit or of any unit upon any other unit or upon any part of the common or limited common elements shall be permitted and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands. In interpreting the attached Exhibits, the existing physical boundaries of a unit or of a unit which is reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the dimensions expressed in the attached Exhibits, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the buildings.

5. Description of Common Elements. The common elements shall consist of all of the Condominium, except the individual units, including, without limitation, the land on which the building or buildings are located; bearing walls; roofs; foundations; pipes; ducts; electrical wiring and conduit; centralized utility services; public utility lines; water and sewer laterals; well and water pumping systems; outside walls; girders, beams and supports; and the walks, driveways and landscaping.

6. Description of Limited Common Elements.

- (a) A portion of the common elements contiguous to and serving exclusively to a single unit or adjoining units as an inseparable appurtenance thereto as shown on Exhibit "A". All limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant.
- (b) Such limited common elements shall include but are not limited to the following: patios, attic space, walks and walkways, driveway aprons, fireplace chimney and the exterior parking spaces immediately adjacent to each unit.
- (c) The manner and use of the limited common elements shall be governed by the Bylaws of, and such rules and regulations as may be established by the Association hereinafter described, and no unit owner shall decorate, landscape or adorn any limited common elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. Unit Value for Common Ownership. Each unit owner shall own an undivided interest in the common elements as a tenant-in-common with all other unit owners, and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of the unit as a place of residence and such other incidental uses permitted by this Declaration, which rights shall be pertinent to and run with the unit. The percentage of undivided interest in the common elements, including limited common elements, for each unit shall be two percent as to the single story units and three percent as to the two story units. The common expenses shall be charged to the unit owners according to their respective percentage interests.

8. Association of Unit Owners. The Condominium shall be administered and operated by a non-profit corporation known as Elm Grove Parkway Condominium, Inc. hereinafter referred to as "Association", organized under Chapter 181 of the Wisconsin Statutes and the Unit Ownership Act in accordance with the Bylaws and rules and regulations of the Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the Bylaws; provided, however, that prior to the conveyance of twenty-five percent (25%) of the undivided interest in the common elements to purchasers, the Association shall hold a meeting and the unit owners other than the Declarants shall elect at least twenty-five percent (25%) of the Board of Directors, and prior to the conveyance of fifty percent (50%) of the undivided interest in the common elements to purchasers, the Association shall hold a meeting and the unit owners other than the Declarants shall elect at least thirty-three and one-third percent (33-1/3%) of the Board of Directors. Each owner of a unit shall be a member of the Association and entitled to one vote for each unit owned, and membership shall terminate concurrently with ownership. The powers and duties of the Association shall include those set forth in this Declaration, the Articles of Incorporation and Bylaws of the Association, and the Statutes of the State of Wisconsin.

The Association shall have two classes of voting membership as follows:

- (a) Class A. Class A membership shall be all unit owners, with the exception of the Declarant, and shall have one vote for each unit owned; multiple owners shall be required to vote unanimously.
- (b) Class B. Class B members shall be the Declarants and shall be entitled to two votes for each unit owned, regardless of whether construction of such unit is completed. The Class B membership shall cease and be converted to Class A membership thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers or three (3) years from the date of the initial conveyance of the first unit to a purchaser, whichever occurs first.

The Association, and the owner of each unit, and their successors in interest, shall maintain in good condition and repair, at all times, the general public drainage easements as shown in Exhibit "C" and shall not, in any way or manner whatsoever, alter, change, or impede in any manner whatsoever, the flow of surface water over and along said drainage easements. Any and all expenses incurred in connection with maintaining said drainage easements shall be a common expense of the condominium. In the event that the unit owners, and their successors in interest, and/or the Association in behalf of the unit owners, shall fail to maintain or keep in repair the said drainage easements to the satisfaction of the Village of Elm Grove, or shall alter or change flow of surface water over and along the said drainage easement, without the prior consent of the Village of Elm Grove, the Village of Elm Grove, following notice of any deficiencies and a reasonable time for the Association to cure such deficiencies may directly, or through other contractors or subcontractors, perform such work and provide such materials as is necessary to maintain and repair said drainage easements or to do such other work as may be necessary to permit the flowage of surface water over and along the drainage easement, and the cost and expenses incurred by the Village of Elm Grove, if not promptly paid by the unit owners or Association, shall, until paid, and upon recording, constitute a lien on all the units on a prorata basis in the condominium.

9. Residential Use. All units are intended for and shall be restricted to residential use only, as governed by the terms and conditions contained herein and the Bylaws of the Association.

10. Service of Process. Service of process shall be made on Raymond Jensen, 3500 North Sherman Boulevard, Milwaukee, Wisconsin, 53216, or upon such other person or persons and at such other location or locations as may from time to time be designated by the Board of Directors of the Association; provided, however, no change in the person and location of the service of process shall become effective until recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin.

11. Damage or Destruction. In the event of fire, casualty or any other disaster effecting one or more of the units, or one or more of the buildings or other improvements on or within the Condominium, the damaged premises shall be reconstructed and repaired if the insurance proceeds are sufficient for such purposes. Reconstruction and repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety percent (90%) of the cost of the reconstruction and repair, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a common expense of the Condominium.

If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct and repair the damaged premises, then a determination as to whether or not to reconstruct and repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two thirds of the total number of members voting in person or by proxy shall be required in order to reconstruct and repair the damaged premises and, upon such affirmative vote, the owners of units shall be assessed for the deficiency in accordance with and in the same manner as if the deficiency is a common expense of the Condominium. If the required number of members do not vote in favor of reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an Action of Partition upon obtaining the written consent of the members having seventy-five percent (75%) or more of the votes cast in person or by proxy or otherwise in accordance with the Unit Ownership Act. In case of Partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interest in each unit, all in accordance with the Unit Ownership Act.

Notwithstanding all the foregoing, in the event that two-thirds or more of the buildings or other improvements above foundation on the Condominium are destroyed, then the determination as to whether or not to reconstruct and repair shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at

least two-thirds of the members voting in person or by proxy shall be required in order to reconstruct and repair the same. If the required number of members do not vote in favor of reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an Action for Partition in the same manner as herein provided.

12. Further Matters.

- (a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Condominium Ownership Act. ✓
- (b) The Declarants hereby reserve the right for a period of three years from date hereof to cause one or more of the units it owns to be maintained as a model unit and to display such models and the common areas of the Condominium for purposes of selling units in the Condominium.
- (c) Rules and regulations (in addition to the Bylaws) concerning the use of the units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be promulgated and amended by the Board of Directors of the Association with the approval of more than 50% of the authorized votes of all unit owners. 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.
- (d) The Declarants hereby reserve for themselves and for the Association acting by and in the discretion of the Board of Directors, the right to grant to the Village of Elm Grove, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that said Declarants or Board of Directors may deem fit and proper for the improvement and benefit of the condominium.

14. Repairs and Maintenance.

- (a) The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping.
- (b) Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges or other equipment which may be in, or connected with, the unit.
- (c) A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements. A unit owner shall not perform, or allow to be performed, any act of work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.
- (d) The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.
- (e) Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

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

15. Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements, or limited common elements, encroaches or shall hereafter upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remainstanding; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements, or limited common elements, if such encroachment occurred due to the willful conduct of said owner or owners.

17. Rights of Declarants. Pending the earlier of three years from the date that the first unit is conveyed to any person other than Declarants or the expiration of 30 days after the conveyance of 75% undivided interest of the common elements to purchases, Declarants or its and their successors and assigns, acting alone, shall have the right to appoint the members of the Board of Directors of the Association in accordance with the provisions herein contained, and amend its Bylaws and this Declaration; provided, however, that if there is any unit owner other than the Declarants, this Declaration may not be amended to increase the scope nor the period of the aforesaid right or any other control by the Declarants, of the Association as provided hereunder or by law.

Pending the sale of all of the units of the Condominium to which this Declaration is applicable, Declarants, acting alone, may but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; may use the common elements or any unsold units on the Condominium as may facilitate the sale of all units thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing the Condominium or maintaining signs; reserves the right, so long as Declarant owns any portion of the common elements, to alter and change the interior materials and the interior arrangement of any units owned; and Declarants may make minor alterations and changes to the design or exterior materials of the building or any part thereof, subject to the approval of the Village of Elm Grove.

By acceptance of a Deed of Conveyance of a unit from Declarants, the grantee of such unit and each successor entitled to such unit shall be deemed to consent and agree to the action so taken.

18. Amendment of Declaration. This Declaration may be amended by the vote of at least 75% of the authorized votes of all unit owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the Bylaws; provided, however, that the provisions of the Condominium Ownership Act shall apply on any vote to change or alter the percentage of ownership in the common or limited common elements; and further provided any amendment shall not be effective unless at least 75% of all holders of first mortgage liens on individual units have given their prior written approval. Copies of any such amendments shall be certified by the President and Secretary of the Association and a copy shall be recorded with the Register of Deeds Office for Waukesha County, Wisconsin. Any such amendment shall require the prior approval of the Village of Elm Grove.

19. Liability for Common Expenses. The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and limited common elements, and common services provided to the unit owners, shall be paid by the Association. The Association shall make assessments against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common elements relating to each unit, in the manner provided in the Bylaws of the Association. For assessment purposes, a unit shall be deemed to be in existence upon completion of construction which would permit issuance of an occupancy permit. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements or services or by the abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien and shall otherwise be subject to the provisions of the Condominium Ownership Act.

20. Easements and Reservations. Easements are hereby declared and granted for the benefit of the unit owners, the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair, and replace water mains, pipes, and well and sewer lines, gas mains, telephone wires and equipment, electrical conduit and wires and equipment, including power transformers, over, under, along and on any part of the common elements.

Declarants reserve the right to furnish water service from the condominium to the four lot owners adjoining the condominium property on Verdant Drive, Elm Grove, Wisconsin, such lots being further identified as located in Certified Survey Map No. 3362, on the following conditions:

- (a) The lot owner electing to connect to the water system shall pay to Declarants the sum of One Thousand Dollars (\$1000);
- (b) The lot owner shall be liable for all expenses incurred in installing the necessary laterals and mains necessary to connect to the condominium water systems;
- (c) Approval by the Village of Elm Grove and any other state or government agency which is required to approve such connection;

- (d) Entering into an agreement with the condominium association to be responsible for a prorated share of the cost of operating and maintaining the water system, as determined by the Board of Directors of the Association.

The Association shall have the authority to execute all documents and grant such easements as are necessary to carry out the provisions of this paragraph.

21. 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.

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

23. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

24. Homestead. This is not homestead property.

25. Effective Date. This Declaration shall be effective upon recording.

The foregoing Declaration is hereby executed this 17th day of July, 1979.

THE TRUSTEES OF THE JENSEN-REYNOLDS CORPORATION
EMPLOYEES PROFIT SHARING PLAN

/s/ G. R. Jensen
G. R. Jensen, Trustee

/s/ George M. Reynolds
George M. Reynolds, Trustee

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

The foregoing instrument was acknowledged before me this 17th day of July, 1979, by G. R. Jensen and George M. Reynolds, Trustees for the JENSEN-REYNOLDS CORPORATION EMPLOYEES PROFIT SHARING PLAN.

/s/ John S. Goodland
John S. Goodland
Notary Public, State of Wisconsin
My commission is permanent.

The foregoing Declaration is hereby executed this 19th day of July, 1979.

/s/ Edward Luedtke
Edward Luedtke, a/k/a Edward O. Luedtke

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS.

Personally came before me this 19th day of July, 1979, the above named Edward Luedtke a/k/a Edward O. Luedtke known to me to be the person who executed the foregoing instrument and acknowledged the same.

/s/ Florence Montague
Florence Montague
Notary Public, State of Wisconsin
My commission expires 10-12-80.

The foregoing Declaration is hereby executed this 16th day of July, 1979.

/s/ Eleanor C. Hedberg
Eleanor C. Hedberg

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS.

Personally came before me this 16th day of July, 1979, the above named Eleanor C. Hedberg known to me to be the person who executed the foregoing instrument and acknowledged the same.

/s/ John J. Tyson
John J. Tyson
Notary Public, State of Wisconsin
My commission is permanent.

THIS INSTRUMENT DRAFTED BY:

John S. Goodland
Attorney at Law
250 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

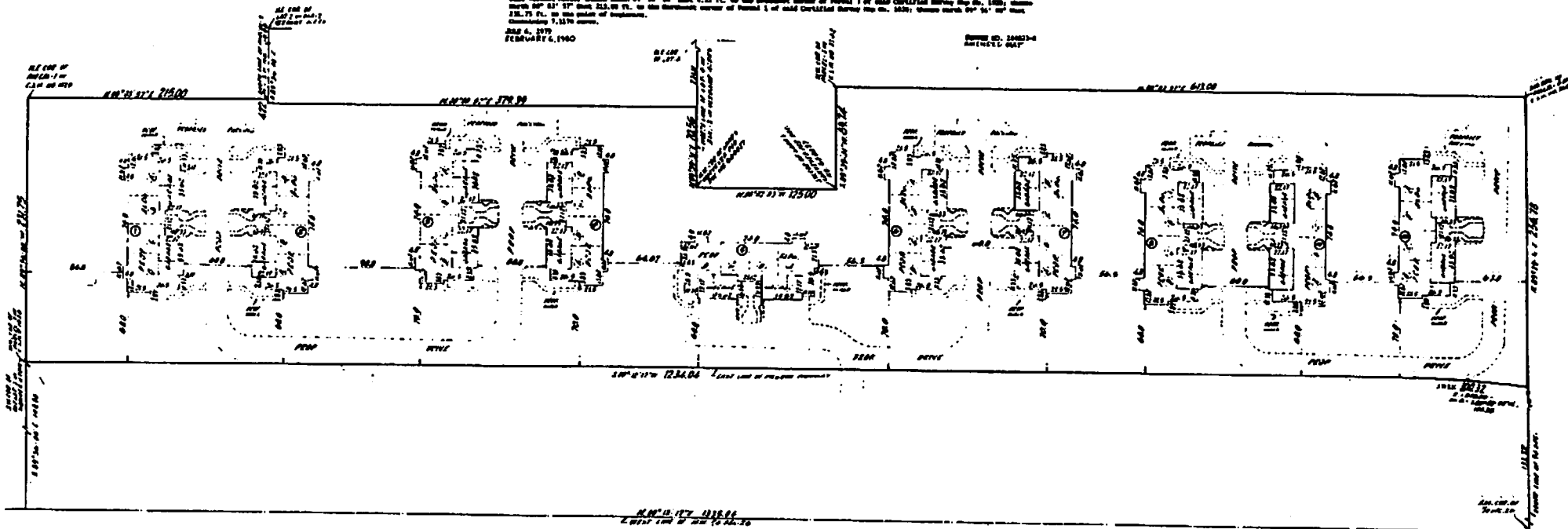
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DISPERSED COMMUNITIES

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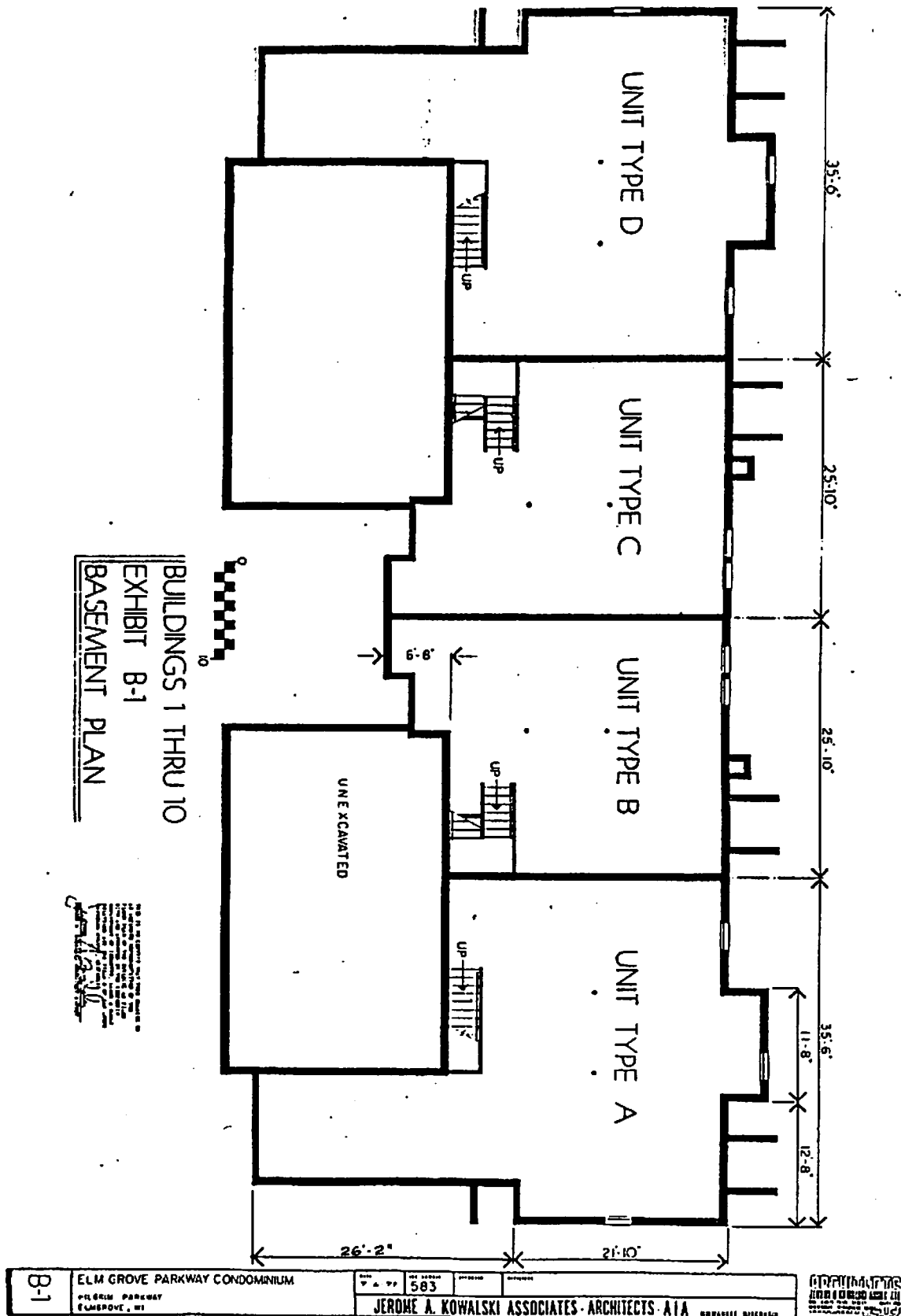
JAN 4, 1979
FEBRUARY 6, 1980

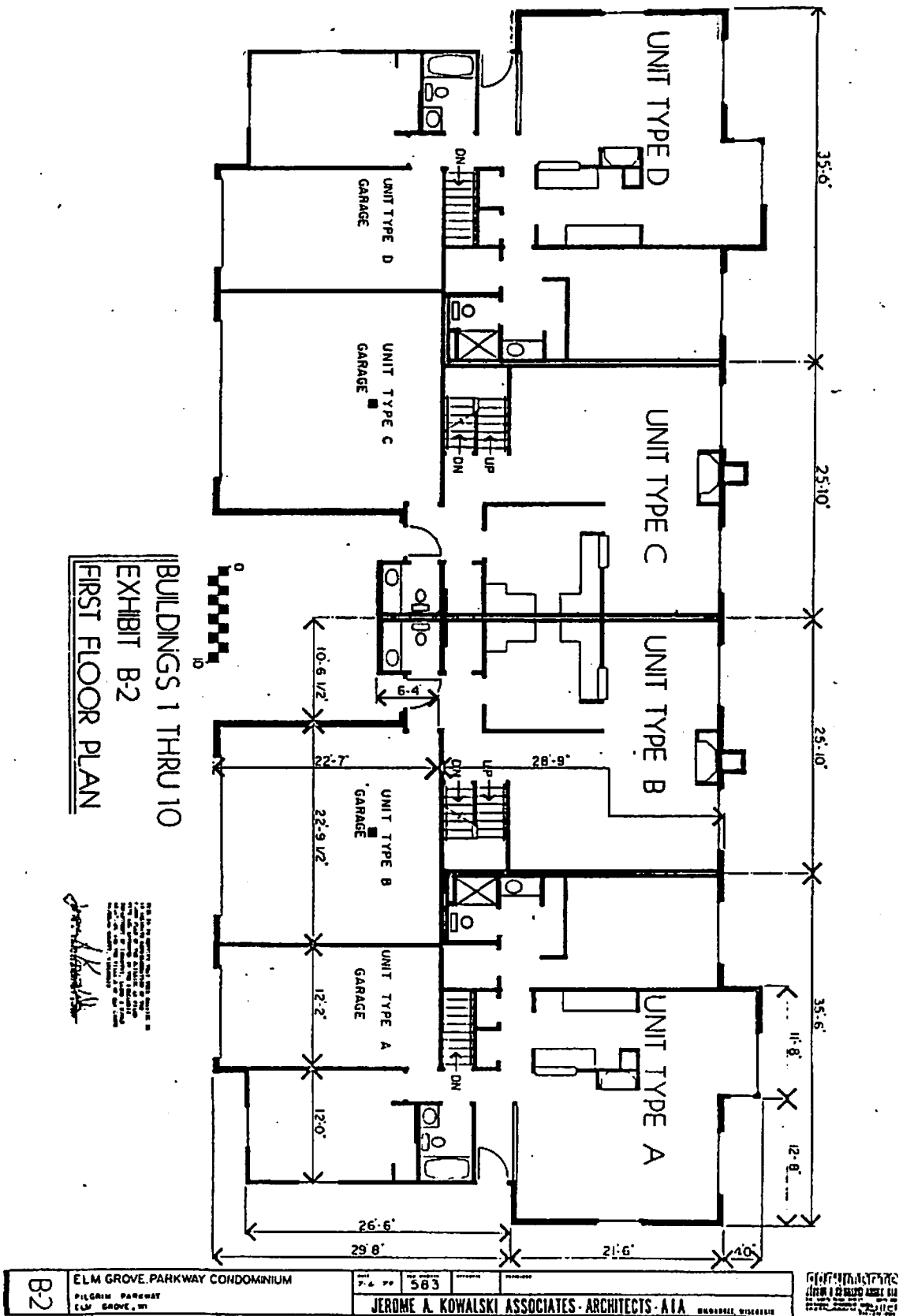
Report ID: 20023-4



I CERTIFY THAT THE PLAN IS A CORRECT REPRESENTATION OF THE JUNCTIONS, LINES AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE LINES ELEMENTS CAN BE DETERMINED FROM THE PLAN.









LEGAL DESCRIPTION OF DRAINAGE EASEMENT OVER AND ACROSS
PART OF ELM GROVE PARKWAY CONDOMINIUM

being part of Parcels 2 and 3 of Certified Survey Map No. 1020, being a Redivision of Lot 1 in Block 2 in Verdant Acres, a Subdivision of a part of the NW 1/4 of Section 26, T 7 N, R 20 E, in the Village of Elm Grove, Waukesha County, Wisconsin together with a part of Lots 2, 3, 4, 5, 6 and 7 in Block 2 in said Verdant Acres which is bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section, said point also being the Southwest corner of Lot 7 in Block 2 in VERDANT ACRES, being a Subdivision of a part of the S W 1/4 of the N W 1/4 of Section 26, T 7 N, R 20 E, in the City of Brookfield, Waukesha County, Wisconsin; thence North 00° 12' 17" East along the West line of said 1/4 Section 1335.04 ft to a point; thence South 89° 56' 00" East 140.00 ft. to the Northwest corner of Parcel 2 of said Map; thence South 00° 12' 17" West 20.00 ft. to the point of beginning of the lands to be described, said point also being on the West line of Parcel 2 of said Certified Survey Map;

thence South 77° 19' 35" East 114.56 ft. to a point; thence South 89° 56' 03" East 120.00 ft. to a point on the West line of Parcel 1 of said Certified Survey Map No. 1020; thence South 00° 03' 57" West 170.00 ft. to the Southeast corner of Parcel 3 of said Certified Survey Map No. 1020; thence North 89° 56' 00" West along the South line of Parcel 3 aforesaid 4.22 ft. to a point; thence South 00° 00' 57" West 291.39 ft. to a point; thence South 45° 00' 57" West 99.81 ft. to a point; thence South 00° 02' 03" East 142.87 ft. to the Southwest corner of lands recorded as Document No. 606027; thence North 89° 39' 31" East along the South line of lands recorded as Document No. 606027 aforesaid 89.74 ft to the Northwest corner of Parcel 1 of Certified Survey Map No. 3362; thence South 00° 03' 57" West 613.00 ft. to the Southwest corner of Parcel 4 of Certified Survey Map No. 3362; thence South 89° 39' 31" West along the South line of said 1/4 Section also the South line of VERDANT ACRES 256.78 ft. to a point; thence Northeasterly 15.00 ft. along the arc of a curve whose center lies to the West whose radius is 800.00 ft. and whose chord bears North 16° 18' 29" East 30.20 ft. to a point; thence North 89° 39' 31" East 238.50 ft. to a point; thence North 00° 03' 57" East 578.20 ft. to a point; thence South 89° 39' 31" West 89.71 ft. to a point; thence North 00° 02' 03" West 169.17 ft. to a point; thence North 45° 00' 57" East 99.82 ft. to a point; thence North 00° 00' 57" East 435.19 ft. to a point; thence North 89° 56' 03" West 102.86 ft. to a point; thence North 77° 19' 35" West 112.35 ft. to a point on the West line of Parcel 2 of Certified Survey Map No. 1020; thence North 00° 12' 17" East 20.48 ft. to the point of beginning.

