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SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

DRAPER HALL CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR DRAPER HALL CONDOMINIUM

Draper Hall Condominium (the "Condominium") was created by a Declaration of Condominium and Plan of Development, recorded on October 28, 1971 in the Office of the Register of Deeds for Waukesha County as Document No. 800921, and was amended and supplemented several times, until a First Amended and Restated Declaration of Condominium and Plan of Development was recorded on August 22, 2001 as Document No. 2691983, as amended by Amendment No. 1 To First Amended and Restated Declaration of Condominium for Draper Hall Condominiums, recorded on August 22, 2001 as Document No. 2691984 (as amended, the "Declaration").

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, and changes in common practice over the years;

WHEREAS, the Draper Hall Condominium Association, Inc. (the "Association") desires to clarify and update the provisions of this Declaration through this Second Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

1. DEFINITIONS

The following terms, whenever used in the Declaration, the By-Laws, and the Rules and Regulations for Draper Hall Condominium (collectively, the "Condominium Documents") shall be defined as set forth herein:

(a) "Association" is the Association of Unit Owners for Draper Hall Condominium, which is a non-stock corporation under Chapter 181 of the Wisconsin Statutes. The rights, duties, powers and obligations of the Association are set forth in the Condominium Documents.

(b) "Board" as referred to herein means the Board of Directors as established by the By-Laws.

2. DESCRIPTION AND LOCATION OF BUILDING – UNIT IDENTIFICATION

(a) There shall be one principal residential building erected on the real estate. Such building shall contain thirty-five (35) units as such units are defined and described in

the Act and Paragraph 4 of this Declaration. The real estate upon which the said building is constructed is shown by the Condominium Plat (the "Plat"), a copy of which is recorded with the Register of Deeds for Waukesha County and hereby incorporated as an integral part hereof.

(b) The location and number of the units, together with the immediate common area to which each unit has access within the aforesaid building are shown on the Plat.

(c) The floor plans, elevations, stories, basements, layout, dimensions, number of rooms and approximate area of the aforesaid building and units contained therein are depicted on the set of typical plans included in the Plat.

3. COMMON AREAS

The term "common areas" shall mean the real estate and all other parts and properties located within and upon the condominium project, excepting only the individual units and appurtenances thereto as described in Paragraph 4 of this Declaration.

4. BOUNDARIES OF UNITS

(a) Each unit shall consist of that part of the building and enclosed space, as shown on the Plat, bounded by the intersecting vertical, horizontal, inclined or curvilinear planes described as follows:

(1) Planes which follow and conform to the contours of the centerline of the common walls of the building;

(2) Planes which follow and conform to the contour lines of the undersurfaces of the building and appurtenances;

(3) Planes which follow and conform to the contour lines of all exterior, outside surfaces and appurtenances of the building.

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(b) Regardless of location, the following structures and their components which service two or more units are excluded from each unit and are expressly designated as common areas:

(1) Cold water and hot water systems, with lines and pipes;

(2) Sump pumps and sump pump system;

(3) Sanitary sewer laterals;

(4) Any central service or utility equipment and systems which may affect or be connected to or through other units in the project.

(c) A Unit shall also include all finished surfaces, including the drywall, paint, wallpaper, carpeting or other flooring, and all fixtures of the Unit, including by way of illustration and not limitation, cabinets, appliances and the like included in the purchase of the Unit. In addition, each Unit includes the following items serving the particular Unit, although they may be outside the defined in (a) above:

(1) all doors and windows, their casements, and all their opening, closing and locking mechanisms and hardware;

(2) all wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

(3) all wiring from the junction box serving the Unit to the circuit breaker panel, and the circuit breaker panel serving the Unit;

(4) all floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them;

(5) the intercom system panel in the wall of the Unit;

(6) the cable/satellite television and telephone connections to the Unit and the junction box(s) serving it;

(7) all plumbing fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main water or sewage lines serving the Unit;

(8) the separate electric heating system and the separate air conditioning system (including the condenser and compressor located outside the building), which serve the Unit; and

(d) Each unit owner shall have a valid easement throughout the entire interior space of the common wall which divides his unit from the adjoining unit. Such easement shall be for purposes of additional utility outlets, wall hangings, and the like, where space between said common walls be necessary for such uses, except that no unit owner shall do anything to impair the structural integrity of the building or of the soundproofing of the common walls between the units. A valid easement shall exist for the benefit of all owners of the condominium project in all utility service installations which run into and through each unit of the building. All utilities and the facilities therefor which serve only each individual unit and no other unit shall belong to the unit; but those utility facilities which serve more than one unit shall be owned in common and their respective routes and locations shall constitute an easement for the benefit of all of the owners in the project in each unit through which such facilities pass to the extent that such easement may be necessary for the function, replacement, maintenance and repair of such facilities.

5. LIMITED COMMON AREA

The air space above the porch, balcony or patio of a unit, and the porch, balcony or patio itself, if any, shall constitute a limited common area for the exclusive use and benefit of the owner of such unit subject to such rules and regulations as the Board may prescribe regarding use and maintenance. In addition, the mooring facilities shall constitute a portion of the limited common area for the use of resident boat owners, subject to such rules and regulations as the Board may prescribe regarding such use and maintenance.

6. OWNERSHIP IN COMMON AREAS

Each owner of a unit in Draper Hall Condominium shall own an undivided 1/35th interest in the common areas. Except as may be otherwise limited in this Declaration, each unit owner shall have the right to the use and benefit of the common areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by the Condominium Documents, which rights shall be appurtenant to and run with his unit.

7. VOTE OF OWNER

Each unit owner shall be entitled to a vote within the Association of unit owners as provided by the By-Laws and Restrictions, that is, one vote for each condominium. An owner shall be entitled to present only one proxy.

8. RESIDENTIAL AREAS

Each building and the units therein are intended for and restricted to residential use exclusively. Owners may work out of their unit but not any such work that brings non-resident traffic in and out of the building.

9. RE-SUBDIVIDING PROHIBITED

No unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on the Plat.

10. DESTRUCTION AND REPLACEMENT OF BUILDING

Any damaged or destroyed building or unit(s) shall be repaired and replaced by the Board as provided in the By-Laws.

11. OWNERS AND OCCUPANTS SUBJECT TO RULES AND REGULATIONS

Each unit owner, and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration. the By-Laws as well as by any additional rules and regulations which may be adopted by the Board of Directors.

12. VISITORS AND GUESTS

For building security and mutual safety, occupancy, by any guest while the owner is absent is permitted only provided the Board or Manager is notified in writing prior to said occupancy and that the guests register with the Board or Manager upon arrival.

13. SEVERABILITY

The provisions of this Declaration shall be considered severable, and if any of the provision(s) thereof are declared to be void, invalid or illegal, this shall not in any way affect the other provisions in the said Declaration.

14. AMENDMENTS TO DECLARATION

Except as otherwise provided herein, this Declaration may be amended by an affirmative vote of not less than 67% of all unit owners entitled to vote as members of the Association; provided, that the provisions of Section 703.13 of the Act shall apply on any vote to change or alter the percentage of ownership in the common areas. Copies of such amendments shall be certified by the President and Secretary of the Board and shall be in recordable form. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, Wisconsin, and a copy of the amendment shall be mailed or personally or electronically delivered to each unit owner within this condominium project.

15. STATEMENT OF ASSESSMENTS AND RELEASE OF LIEN

The Association shall, at the request of an owner, his representative, or his mortgagee, furnish a written statement pursuant to Section 703.165 of the Act. Upon payment of an assessment, which has become a recorded lien on the property of the owner, and upon the request of the owner, the Association shall furnish a receipt showing payment and a release of lien in recordable form.

16. PARKING AT DRAPER HALL CONDOMINIUM

(a) Parking Spaces. Draper Hall Condominium comprises 35 residential condominium units and common elements as described in this Declaration. There are a total of 52 surface parking spaces available on the condominium property as a part of the common elements of the Condominium. Of the total 52 parking spaces, 28 are covered parking spaces and 24 are uncovered parking spaces.

(b) Assigned Parking. Each unit in Draper Hall Condominium is hereby permanently assigned one covered parking space except that seven (7) units are each permanently assigned two (2) uncovered parking spaces. An assigned parking space shall be rented only to another owner in Draper Hall. These parking assignments are depicted on Exhibit C, attached hereto.

(c) Unassigned Parking; Parking Fees. The remaining ten (10) parking spaces unassigned at Draper Hall Condominium. shall be subject to temporary assignment to unit owners by and through the Board of Directors of the Association. Such unassigned parking spaces may be temporarily assigned by the Association on a

monthly basis; however, once an unassigned parking space is temporarily assigned to a unit owner, such unit owner shall be entitled to retain the use of same for such time as he shall own his unit. The owner of a unit to which a parking space is temporarily assigned may terminate such parking space assignment upon at least thirty days written notice to the Board of Directors, to be effective as of the first day of a month, whereupon the parking space shall revert to the control of the Board of Directors for further assignment on the basis of seniority of requests for temporary assignment of parking spaces. Upon the sale of a unit, any unassigned parking spaces temporarily assigned to the unit shall revert to the control of the Board of Directors for further assignment on the basis of seniority of requests for temporary assignment of parking spaces.

The Association, through the Board of Directors, shall establish parking fees for the unassigned parking spaces.. The owner of each unit to which a parking space is assigned as set forth in this section shall be responsible for monthly payment of the established parking fee to the Association, as a part of the common expenses and assessments of the Association. The foregoing provisions as to payment of parking fees and the collection thereof as assessments are in all respects subject to and governed by the provisions of this Declaration and Section 703.165 of the Wisconsin Condominium Ownership Act as amended from time to time. The monthly parking fees for the temporary assigned parking spaces shall be established annually by the Board of Directors of the Association at the time the annual budget and monthly common expenses and assessments to be charged against the units are determined.

(d) Surrender of Use. Any unit owner in Draper Hall Condominium, as of the beginning of any calendar month, may surrender to the Association the use of his permanently assigned parking space or spaces upon written notice to the Association thirty days prior to the effective date of the surrender. Thereupon, until such time as that unit is sold, or the unit owner gives thirty days prior written notice to the Association terminating the surrender (effective as of the first day of a month), the Association through the Board of Directors shall control the temporary assignment of such parking space to other units in the condominium. The permanent assignment of such parking space to the unit shall not be affected by such surrender, and such permanent assignment shall remain in full force and effect, except that the Association shall be entitled to temporarily assign the use of such parking space. Upon the effective date of a surrender of a parking space, the surrendering unit owner shall be excused from payment of the monthly parking fee with respect to such parking space for the duration of the surrender.

(e) Temporary Assignment. Upon temporary assignment of a surrendered or unassigned parking space, the Association through the Board of Directors shall charge the unit to which the parking space is temporarily assigned the parking fees established under (c) above. Temporary assignment of surrendered parking spaces shall be on the terms contained in (b) above, except that termination of the temporary assignment may also occur upon sale of the surrendering unit or notice by the surrendering owner under (d) above. To the extent that unassigned or surrendered parking spaces are not temporarily assigned for use by unit owners, no parking fees shall be

collected with respect to such spaces, and the same shall be utilized for guest parking.

(f) Prohibition of Unassigned Parking by Unit Owners. There shall be no unassigned parking of vehicles by unit owners in Draper Hall; each unit owner who owns or leases a motor vehicle and parks same at Draper Hall shall do so only in an assigned parking space, whether permanently or temporarily assigned. Unassigned parking shall remain available for use by guests, invitees, and licensees of unit owners.

(g) Rules and Regulations. The Board of Directors of the Association is specifically empowered to make and promulgate additional rules and regulations concerning parking at Draper Hall Condominium as maybe necessary or desirable to supplement the foregoing provisions or enforce same, and for purposes of administration and management of the parking plan, provided that such rules and regulations shall not in any respect be in conflict with the foregoing provisions of this Section.

(h) It is the intention of this Section to assign permanent parking spaces to units in Draper Hall Condominium and to make other provisions concerning parking. Accordingly, any contrary or contradicting provisions in the Declaration, the By-Laws, and in any supplements and amendments thereto, whether recorded or not, and in any rules and regulations or documents pertaining to Draper Hall Condominium, are superseded and governed exclusively by the provisions of this Section. In all other respects, the Condominium Declaration for Draper Hall Condominium and exhibits and amendments thereto are unaffected and unchanged by this Section and remain in full force and effect.

This Second Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Second Amended and Restated Declaration of Condominium for Draper Condominium this 15 day of July, 2022.

DRAPER HALL CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____
RICHARD HUGHES, President
Richard Hughes

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by Richard Hughes as President of Draper Hall Condominium Association, Inc. on this 15 day of July, 2022.

_____
Notary Public, State of Wisconsin
Name: Sara Moker
My Commission Expires: 2/11/24

NOTARY PUBLIC SARA MOKER STATE OF WISCONSIN

ATTEST:

DRAPER HALL CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____
Gary Schlender, Secretary
Gary Schlender

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by Gary Schlender as Secretary of Draper Hall Condominium Association, Inc. on this 13 day of July, 2022.

NOTARY PUBLIC
SARA MOKER
STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
Name: _____
My Commission Expires: 2/4/24

EXHIBIT A

Legal Description

Units 201, 202, 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 401, 402, 403, 404, 405, 406, 407, 501, 502, 503, 504, 505, 506, 507, 601, 602, 603, 604, 605, 606 and 607, in Draper Hall Condominium(s) created by a "Declaration of Condominium" recorded on October 28, 1971, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 800921, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, located in the City of Oconomowoc, Waukesha County, Wisconsin.

EXHIBIT B

Tax Key Numbers
333 N. Lake Road

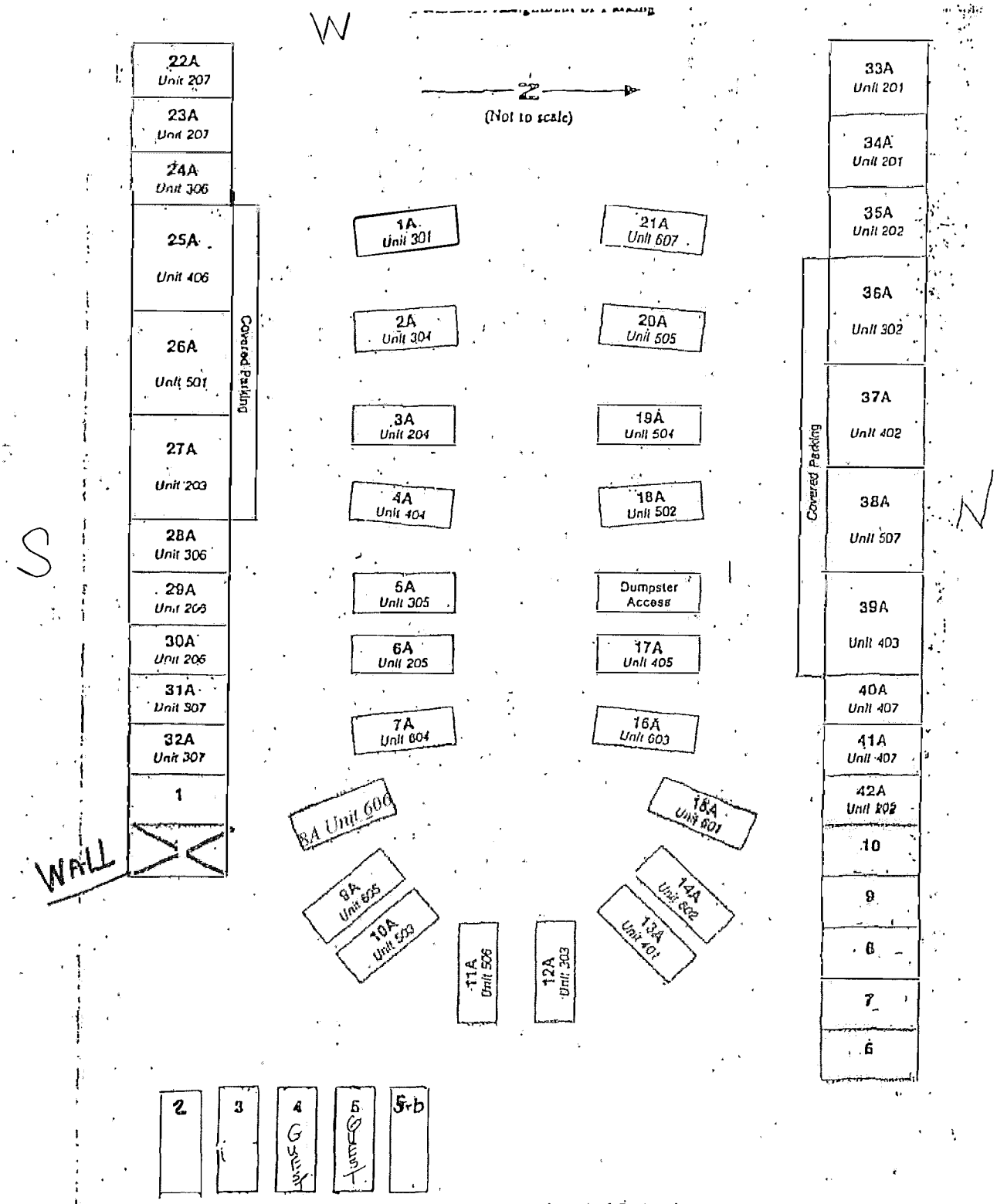
Tax Key	Unit Number
0562232001	Unit 201
0562232002	Unit 202
0562232003	Unit 203
0562232004	Unit 204
0562232005	Unit 205
0562232006	Unit 206
0562232007	Unit 207
0562232008	Unit 301
0562232009	Unit 302
0562232010	Unit 303
0562232011	Unit 304
0562232012	Unit 305
0562232013	Unit 306
0562232014	Unit 307
0562232015	Unit 401
0562232016	Unit 402
0562232017	Unit 403
0562232018	Unit 404
0562232019	Unit 405
0562232020	Unit 406
0562232021	Unit 407

0562232022	Unit 501
0562232023	Unit 502
0562232024	Unit 503
0562232025	Unit 504
0562232026	Unit 505
0562232027	Unit 506
0562232028	Unit 507
0562232029	Unit 601
0562232030	Unit 602
0562232031	Unit 603
0562232032	Unit 604
0562232033	Unit 605
0562232034	Unit 606
0562232035	Unit 607

EXHIBIT C
Parking Assignments

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Exhibit C



NOTE: See Section 25 of Declaration
1A through 42A = permanently assigned parking
1 through 10 = parking assigned by Board of Directors