

DISCLOSURE MATERIALS

VESPERA II CONDOMINIUM

City of Oconomowoc, Waukesha County, Wisconsin

Declarant:
Belforte, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Declarant's Agent:
Craig A. Caliendo
Kings Way Realty, LLC.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

- 1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**
- 2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENT TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**
- 3. 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. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

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Vespera II Condominium

Executive Summary

This Executive Summary highlights some of the information that prospective condominium unit buyers are most interested in learning, as well as some information that they should consider when contemplating the purchase of a condominium unit. The following sections briefly summarize pertinent information, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail, or may be completed to both summarize the information or refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials, and is not a substitute for a professional review of the condominium documents.* Capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Declaration of Condominium for Vespera II Condominium.

1. The name of the Condominium is: Vespera II Condominium.
2. The Condominium is subject to expansion.
3. The name and address of the Condominium Association is:

Vespera II Condominium
Association Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

4. There are no specified special amenities, such as a clubhouse, pool or similar amenity, offered as part of the condominium as of the date hereof.
5. A Unit Owner's repair and maintenance responsibilities relating to its Unit are described in Section 7.04(b) of the Declaration.
6. The repair and maintenance responsibilities of the common elements are the responsibility of the Association pursuant to Section 7.04(a) of the Declaration. The Association has entered into a Condominium Management Agreement with Kings Way Realty, LLC to assist in the Association's obligations thereunder. Funding for the cost of such repair and maintenance responsibilities shall be paid from Unit Owner assessments and reserve funds as such are accumulated.
7. Unit Owners may rent their Units pursuant to the provisions set forth in Section 8.07 of the Declaration.

8. Article VIII of the Declaration describes the rules, restrictions and procedures relating to alterations of a Unit. Section 4.02 of the Declaration describes the Limited Common Elements of the Condominium which may be used for their intended purpose as set forth therein. A Unit Owner has no authority to alter a Limited Common Element.
9. Each Unit includes a two or three stall garage, with additional parking in front of each garage stall as indicated on the Condominium Plat which are limited common elements to such Units. In addition, surface parking is available for visitors as identified on the Condominium Plat.
10. Unit Owners may keep pets in accordance with the Section 8.11 of the Declaration.
11. The Association has the power to maintain a reserve fund for the repair and replacement of Common Elements beyond routine maintenance by accumulating a surplus, referred to in Section 7.08 of the Declaration as "Common Surpluses," of collected General Assessments as provided in said Section. However, the Declarant has executed or intends to execute a statutory reserve account statement indicating that the Association has elected not to establish a statutory reserve account at this time and until such time that it does elect to establish such statutory reserve account, expenditures for repair and replacement of common elements shall be furnished by general assessments, special assessments and any other reserves which may have accumulated.
12. The Declarant is not obligated to pay General Assessments on Units owned by the Declarant for which an occupancy permit has not been issued pursuant to Section 7.06 of the Declaration, provided, however, if the General Assessments against the Units not owned by the Declarant would exceed the amounts that would respectively be assessed against such Units under the Associations' budget (excluding any portion of General Assessments to fund reserves, if any) during the period of Declarant control as described in Section 7.02 of the Declaration, the Declarant has certain responsibilities set forth in Section 7.06 of the Declaration.
13. Each Unit Owner's rights and responsibilities may be altered by an amendment of the Declaration or Bylaws. Article XIII describes the general amendment process of the Declaration. Article XIV of the Bylaws describes the general amendment process of the Bylaws.

This Executive Summary was prepared on January 1, 2020 by Craig A. Callendo.

**DECLARATION OF CONDOMINIUM
FOR VESPERA II CONDOMINIUM**

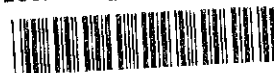
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REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

March 19, 2020 02:33 PM
James R Behrend
Register of Deeds

49 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



Return to:
Belforte, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Parcel Number

C 20/49

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DECLARATION OF CONDOMINIUM FOR VESPERA II CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR VESPERA II CONDOMINIUM (this "Declaration"), is made this 18th day of March 2020, by BELFORTE, INC., a Wisconsin corporation (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "VESPERA II CONDOMINIUM."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Oconomowoc, County of Waukesha, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The addresses of the Condominium Units will be identified and correlated by unit number via an amendment to this Declaration when the addresses are issued by the City of Oconomowoc.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of eight (8) units (individually a "Unit" and collectively the "Units") located in the four (4) buildings (individually, a "Building" and collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in

Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be identified as Units 1 through 8, inclusive, as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit including the garage and basement, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be the vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03 Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, paneling, and carpeting) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, sump pumps, ejector pumps, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving each Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

3.04 Declarant's Right to Modify Units. Until construction of a Unit by Declarant is completed, Declarant shall have the right, without requiring the consent (written or otherwise) of any third-party Unit Owner, to modify the perimetrical boundaries of any Unit and to record an addendum to the Plat so indicating such modification. Such modification may include, but is not limited to, changing the size, shape, angle, location of any Unit and/or adding a sunroom to a Unit. No such modification(s) shall be deemed to change the percent or value of any Unit Owner's interest in the Common Elements; and acceptance of a deed to a Unit shall be deemed waiver of any right to compensation therefore.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

(a) The Land;

(b) The paved or concrete driveway, private streets, lighting features, pedestrian walkways, if any, and bicycle pathways, if any, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs);

(d) Any other portion of the improvements to the Land including landscaping and lighting which is not included within the boundary of a Unit as described above; and

(e) Recreational amenities, if any.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, balconies, decks and patios (whether or not shown on the Condominium Plat) attached to, leading directly to or from, or adjacent to each Unit;

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any, and including any driveway leading to the garage portion of any Unit, provided, however, any vehicles parked on any driveway shall be limited to no more than one (1) vehicle and only for a period of up to three (3) weeks with longer terms requiring a written permit from the Association, the issuance of which shall be subject to the Association's sole discretion; and

(c) The mailboxes located in any mailbox islands identified on the Condominium Plat or as may exist from time to time as designated and reserved for any Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the 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, such that all of the actual as-built boundaries of any such Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units and Common Elements as described in Section 3.02 or elsewhere in this Declaration or as shown on the Condominium Plat, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the 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, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the Percentage Interest shall be recalculated.

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest and in the

insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND

6.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Waukesha County Register of Deeds, or such longer period as may be permitted by the Condominium Ownership Act. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be 26, subject to further separation under Section 8.03. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. All Units constructed within the expansion area shall be for residential use.

6.03 Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the Percentage Interest appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Waukesha County Register of Deeds, which amendment shows the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the Percentage Interests, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Vespera II Condominium Association Inc., a Wisconsin corporation" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners,

tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless a different date is specified in such rule or regulation.

7.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers allowed under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the Percentage Interests conveyed shall be calculated by dividing the number of Units conveyed by 26.

7.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except routine maintenance of decks, patios and balconies which shall be the Unit Owner's responsibility), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas. All repairs and replacements of decks, patios and balconies shall be the responsibility of the Association. The Association shall be responsible for replacing when necessary any Common Elements and Limited Common Elements.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), and for the routine maintenance (but not the repair or replacement of) exterior decks, patios or balconies appurtenant to the Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 9.01. Each Unit (including routine maintenance of exterior decks, patios and balconies) shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, including the Limited Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 7.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation and to the extent applicable, expenses incurred for: repair and maintenance of the any amenities; landscaping and lawn care (including irrigation); snow shoveling and plowing; improvements to the Common Elements; common grounds lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units owned by Declarant shall not be subject to General Assessments. If, however, during the

period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either: (a) record a document to cause its Units to be subject to General Assessments; or (b) pay to the Association the amount necessary to cause the General Assessments against the Unit not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves).

7.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes. The Manager under the management contract may, at its option, promulgate reasonable rules and regulations in addition to the Rules and Regulations which shall be enforced by the Association in accordance with enforcement of the Rules and Regulations.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association and, if the Declarant owns any Unit in the Condominium, the prior written permission of the Declarant, which permission may also be denied in the sole discretion of the Declarant. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining Unit or part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the total of the affected Percentage Interests of the Units so combined.

8.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect with the Waukesha County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units affected.

(e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Waukesha County Register of Deeds. If the Declarant still owns a Unit within the Condominium, the Declarant's written approval shall be required for the effectiveness of such boundary relocation, which approval may be denied in the Declarant's sole discretion. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

8.03 Separation of Units.

(a) No Unit may be separated into two (2) or more Units.

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may

be charged as a special assessment to the affected Units in accordance with Section 7.07.

8.05 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.05 shall authorize the maintaining of an office at which customers or clients customarily visit and the same is prohibited. Notwithstanding anything contained herein to the contrary, Developer and/or Developer's agent, shall have the right to utilize any Unit or Units as a "model" open to the public for viewing.

8.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) the term of any such lease shall not be less than one (1) year;
- (b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. A copy of each lease of all or any part of a Unit shall be filed with the Association within five (5) business days of such lease's effectiveness. The restrictions against leasing contained in this Section 8.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.08 Signs. No sign of any kind shall be displayed to the public view on any Unit or within the Common Elements without the written consent of the

Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. This provision shall be enforced by the Association to the extent permitted by law.

8.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers or otherwise in appropriate disposal.

8.10 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any portion of the grass or lawn at any time.

8.11 Animals. Unit Owners shall be allowed to keep up to two (2) cats or dogs per Unit or any combination of cats and dogs and further subject to applicable local ordinances. No Rottweilers or Pit Bulls or other potentially vicious breeds of dog which would impair the Association's ability to obtain an HO-6 policy or its equivalent or will increase the cost of such insurance shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in the Units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. No animal shall unreasonably disturb any Condominium resident; and no animal shall be left unattended in any portion of the Common Elements. All animals must be registered with the Association; and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate clean-up after their animals regardless of the circumstances.

8.12 Landscaping; Use of Common Elements. Unit Owners may not plant any decorative plants, vegetables and shrubbery or install an electric fence outside of their Unit without the prior written consent of the Association. No Unit Owner may use any portion of the Common Elements (other than Limited Common Elements appurtenant to such Unit Owner's Unit) for its exclusive use and control. No Unit Owner may construct or install upon the Common Elements any shed, gazebo, lawn ornament or any other object or improvement.

ARTICLE IX

INSURANCE

9.01 Fire and Extended Loss Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03 Fidelity Insurance; Directors' and Officers' Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums

for such insurance shall be Common Expenses. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice. All premiums for such insurance shall be Common Expenses.

9.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice; and such amount may be accomplished using an umbrella coverage policy. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 9.01, shall at all times be primary coverage. *Unit Owners are encouraged to submit copies of the Condominium Declaration for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.*

9.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or are destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds.

Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to Condominium; and (3) so long as the Declarant still owns a Unit within the Condominium, the Declarant approves in writing the variance, which approval may be denied in the Declarant's sole discretion. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. Except as otherwise provided in Section 10.01, in all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06 Surplus in Construction Funds. All insurance proceeds, condemnation awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07 Partition and Sale upon Consent. If (a) following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

CONDEMNATION

11.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any equipment, fixtures or improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

11.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. Further, so long as Declarant still owns a Unit within the Condominium, Declarant's approval of such variance shall also be required, which approval may be denied in Declarant's sole discretion. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Condominium, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special

Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be calculated by dividing one (1) by the number of Units which exist after the taking. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08 Partition and Sale Upon Consent. If, (a) pursuant to Section 11.02, the Association determines that, following a taking of all or part of the Common Elements, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Waukesha County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII

MORTGAGEES

12.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") or any guarantor of a recorded mortgage or land contract encumbering a Unit that has so requested of the Association in writing received by the Association's agent for service of process shall be entitled to receive timely written notice of the following matters:

- (a) 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 Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

(d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract.

(e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article VII above by the owner of any Unit securing the mortgage or land contract.

(f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract.

(g) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of at least Fifty-One Percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

12.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 12.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's

unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Declarant shall have the right to make amendments to this Declaration as expressly provided in this Declaration and to clarify ambiguities and correct errors without the written consent of the any of the Unit Owners. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the City of Oconomowoc or the County of Waukesha to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of

thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII.

ARTICLE XV

GENERAL

15.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Oconomowoc and County of Waukesha 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, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function 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.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04 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 unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium or the expanded Condominium. In addition to the rights regarding easements for utilities described in Section 15.01 above, Declarant shall have the authority during any period in which Declarant maintains control of the Association to grant any easements as may be required in connection with the development of the Condominium.

15.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Dartmoor Investments, LLC at 700 Pilgrim Parkway, Suite 100, Elm Grove, WI 53122; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

15.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

15.08 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8), Wis. Stats.

15.10 Disclosure Regarding Construction. The Declarant discloses that until and after the Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction, traffic, dust and other conditions incident to construction.

15.11 Private Drive Easement Agreement, Storm Water Management Practice Maintenance Agreement and Stormwater Management Cost Sharing Agreement. Portions of the private drives servicing the Condominium known as Vico Pass, Lugano Lane and Toscano Terrace (the "Private Drives") are partially within the boundaries of the Condominium and partially within the boundaries of the adjacent condominium known as Vespera at Porticello Condominium ("VCP Condominium"). As the Private Drives are located on, serve, and cross, both the Condominium and VCP Condominium, Declarant, the Association and the Vespera at Porticello Condominium Association, Inc. ("VPC Association") have enter into an agreement (the "Private Drive Easement Agreement") to provide for:

- a. A right of pedestrian and vehicular access over and across the Private Drives;
- b. The completion of the construction of the Private Drives;
- c. The future repair, and reconstruction of the Private Drives, and
- d. Snow removal for the Private Drives.

The Association and all Unit Owners shall be bound by and abide by the terms, covenants and conditions set forth in the Private Drive Easement.

Furthermore, certain stormwater management retention areas/ponds which are located within the Condominium, facilitate storm water management for both the Condominium and the VCP Condominium. Declarant and the Association have entered into an agreement (the "Storm Water Management Practice Maintenance Agreement") which provides for and outlines certain management practice and maintenance requirements with respect to the retention areas/ponds which are located within the Condominium. In addition, Declarant, the Association and the VPC Association have enter into an agreement (the "Storm Water Management Cost Sharing Agreement") to provide for cost contributions from the VCP Association to the Condominium and the Association for its prorata share of maintenance costs for certain stormwater retention areas/ponds. The Association and all Unit Owners shall be bound by and abide by the terms, covenants and conditions set forth in the Storm Water Management Practice Maintenance Agreement and Stormwater Management Maintenance Agreement.

[Execution Page Follows]

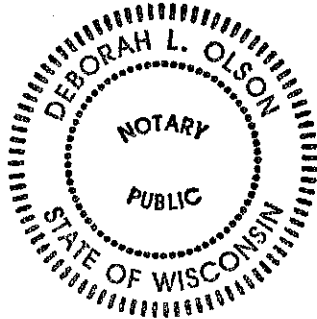
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed
this day 18th of March, 2020.

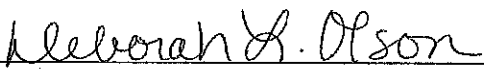
BELFORTE, INC., a Wisconsin
corporation

By: 
Craig A. Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 18th day of March, 2020, Craig
A. Caliendo, the President of Belforte, Inc., a Wisconsin corporation, who executed
the foregoing instrument and acknowledged the same.




Name: Deborah L. Olson
Notary Public, State of Wisconsin
My Commission: 5-5-2021

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by BELFORTE, INC., a Wisconsin corporation to the undersigned, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 18 day of March, 2020.

MK/S-EP, LLC

By: Michael Kaerek
Michael Kaerek, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 18 day of MARCH, 2020, the Michael Kaerek as Member of MK/S-EP, LLC, who executed the foregoing instrument and acknowledged the same.

Jan Francki
Name: JAN FRANCKI
Notary Public, State of Wisconsin
My Commission: 11/22/2023

This document drafted by
and should be returned to:

Craig A. Caliendo
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
(414)333-2059
ccaliendo@kingswayhomes.com

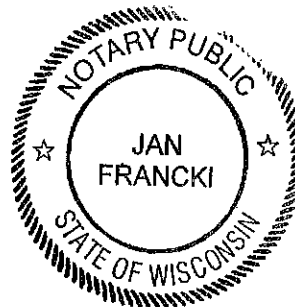


EXHIBIT A

CONDOMINIUM LAND LEGAL DESCRIPTION:

Legal Description of Phase 1 Lands

Being a part of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Commencing at the northernmost corner of said Lot 2; thence S00°09'44"E, along the east line of said Lot 2, 404.65 feet to the point of beginning of the hereinafter described lands; thence N89°50'16"E, 83.72 feet to a point of curvature; thence 32.50 feet along the arc of a curve to the right, with a radius of 16.36 feet, whose chord bears S33°14'51"E, 27.41 feet to a point of tangency; thence along the westerly right-of-way line of Silver Lake Drive on the following described courses; thence S23°40'03"W, 169.26 feet to a point; thence S22°50'58"W, 87.72 feet to a point of curvature; thence 52.86 feet along the arc of a curve to the right, with a radius of 275.18 feet, whose chord bears S28°21'08"W, 52.78 feet to a point of tangency; thence S33°51'18"W, 119.92 feet to a point of curvature; thence 33.92 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears S72°43'36"W, 31.38 feet to a point of tangency on the northerly right-of-way line of C.T.H. B (Valley Road); thence N68°24'05"W, along said northerly line, 186.19 feet to a point of curvature; thence 39.59 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears N23°02'07"W, 35.58 feet to a point of tangency on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 163.58 feet to a point of curvature; thence continuing along said easterly line, 79.24 feet along the arc of a curve to the left, with a radius of 160.00 feet, whose chord bears N08°08'34"E, 78.43 feet to a point of tangency; thence N06°02'42"W, continuing along said easterly line, 5.08 feet to a point; thence N89°43'00"E, 146.28 feet to a point; thence N00°17'00"W, 57.62 feet to a point; thence N89°50'16"E, 93.47 feet to a point; thence N00°09'44"W, 20.00 feet to the place of beginning. Said lands containing 98,284 sq. ft. (2.256 acres).

EXHIBIT B

CONDOMINIUM PLAT OF VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR

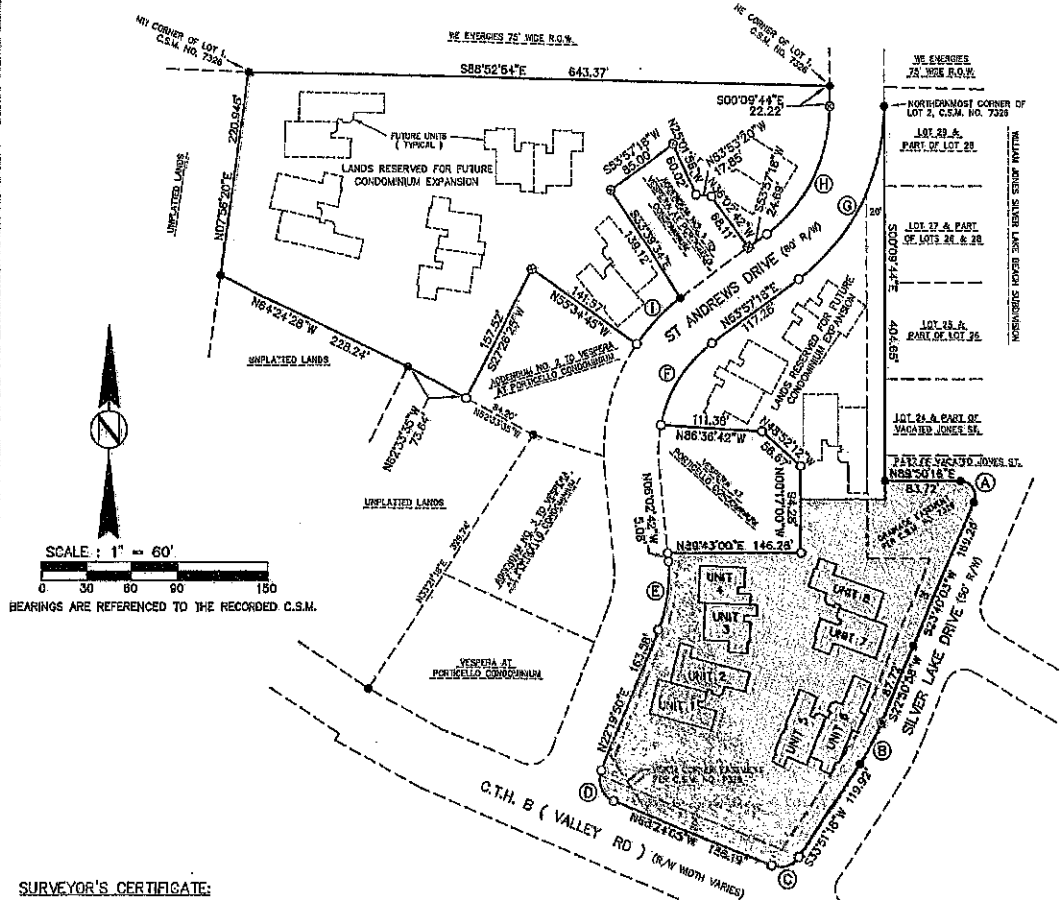
MARK A. POWERS, PLS 1701
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI 53066
(262)568-0331

LEGEND

- - 1.25" DIA. IRON PIPE FOUND
- - 3/4" DIA. IRON REBAR SET
18" LONG, WT = 1.5 LBS/FT
- ⊙ - 1.5" DIA. IRON PIPE FOUND
- ⊗ - P.K. NAIL SET IN ASPHALT
- ⊠ - SCRIBED CROSS SET IN CONC

SURVEY FOR

BEFORTE, INC.
700 PILGRIM PARKWAY, SUITE 100
ELM GROVE, WI 53122



SURVEYOR'S CERTIFICATE:

I, Mark A. Powers, do hereby certify that the Condominium Plat of Vespera II Condominium, consisting of eleven sheets, is a correct representation of the condominium herein, described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 4th day of March, 2020



Mark A. Powers, P.L.S. No. 1701

GENERAL NOTES:

- 1) COMMON ELEMENTS: THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM DESCRIPTION, EXCEPT THE UNITS.
- 2) LIMITED COMMON ELEMENTS: THE LIMITED COMMON ELEMENT (L.C.E.) PORTION OF THE COMMON ELEMENT SHALL CONSIST OF ALL COMMON ELEMENTS THAT ARE OWNED BY LESS THAN ALL OF THE UNIT OWNERS. SUCH LIMITED COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO COURTYARDS, PORCHES, DECKS, DRIVEWAYS AND WALKS WHICH SERVICE AND/OR ARE APPURTENANT TO ONE OR MORE UNITS, BUT LESS THAN ALL OF THE UNITS.
- 3) SHADED AREA DESIGNATE LANDS INCLUDED IN THE CONDOMINIUM.
- 4) SEE SHEET 2 FOR CONDOMINIUM DETAILS.
- 5) SEE SHEET 3 FOR CONDOMINIUM EASEMENT DETAILS.
- 6) SEE SHEET 4 FOR CONDOMINIUM LEGAL DESCRIPTIONS.

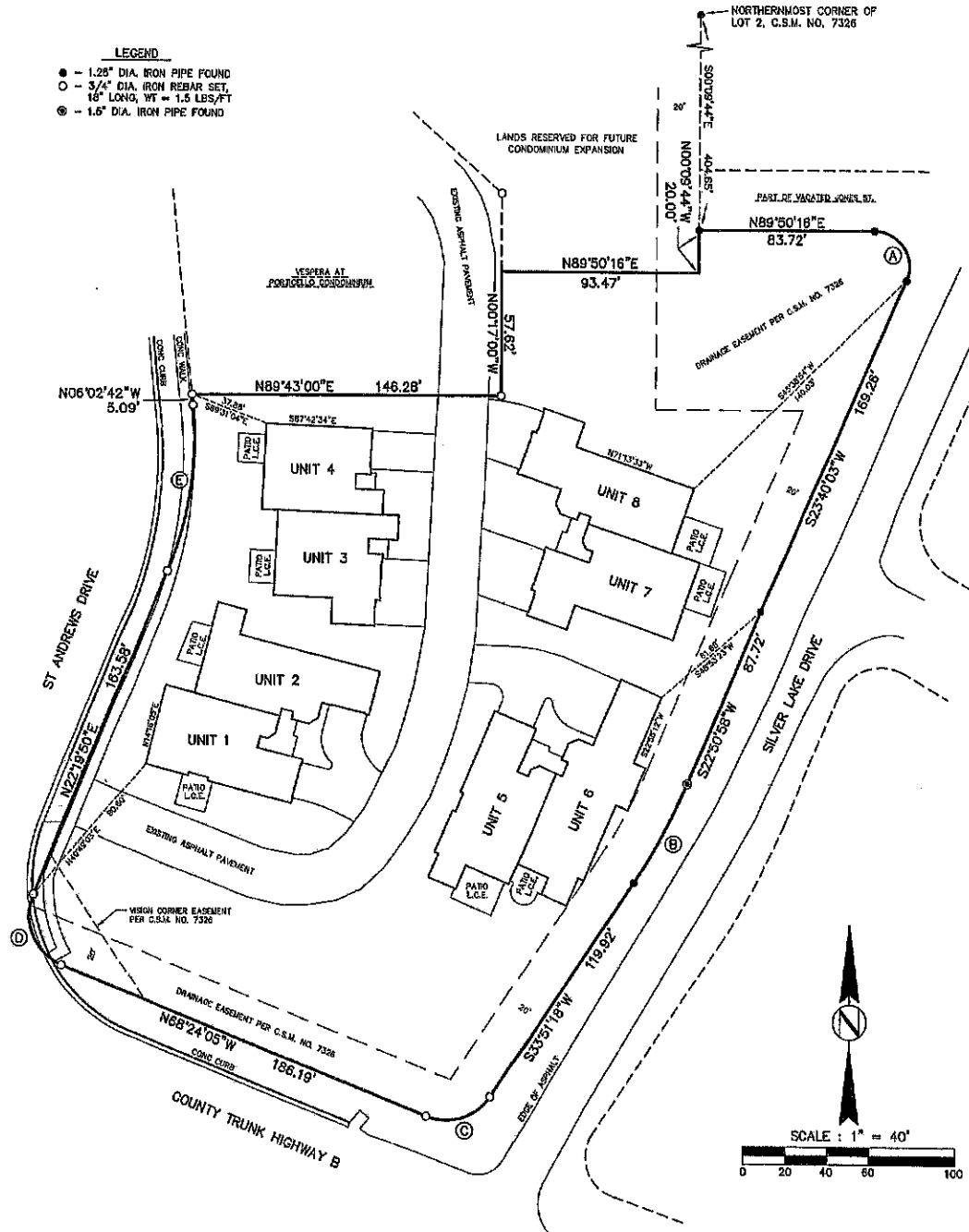
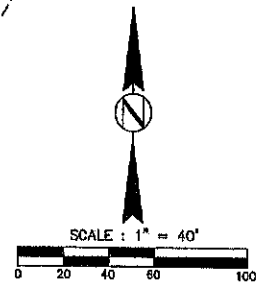
CURVE NO.	RADIUS LENGTH	CENTRAL ANGLE (DMS)	ARC DISTANCE	CHORD DISTANCE	CHORD BEARING (DMS)	TAN. BEARING 1 (DMS)	TAN. BEARING 2 (DMS)
A	16.36'	113-49-47	32.50'	27.41'	S33-14-51E	N89-50-18E	S23-40-03W
B	275.18'	11-00-20	52.86'	52.78'	S28-21-08W	S22-50-58W	S33-51-18W
C	25.00'	77-44-37	33.92'	31.38'	S72-43-35W	S33-51-18W	N68-24-05W
D	25.00'	90-43-65	39.59'	35.58'	N23-02-07W	N88-24-05W	N22-19-50E
E	180.00'	28-22-32	79.24'	78.43'	N08-09-34E	N22-19-50E	N06-02-42W
F	145.00'	42-38-09	107.90'	105.43'	N82-38-13E	N11-19-09E	N53-57-18E
G	230.00'	54-07-02	217.24'	209.25'	N28-03-47E	N53-57-18E	N00-09-44W
H	170.00'	54-07-02	180.57'	154.87'	S26-53-47W	S00-09-44E	S53-57-18W
I	205.00'	19-32-00	69.89'	69.55'	S44-11-18W	S53-57-18W	S34-25-18W

CONDOMINIUM PLAT OF VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

LEGEND

- - 1.25" DIA. IRON PIPE FOUND
- - 3/4" DIA. IRON REBAR SET,
18" LONG, WT = 1.5 LBS/FT
- ⊙ - 1.6" DIA. IRON PIPE FOUND

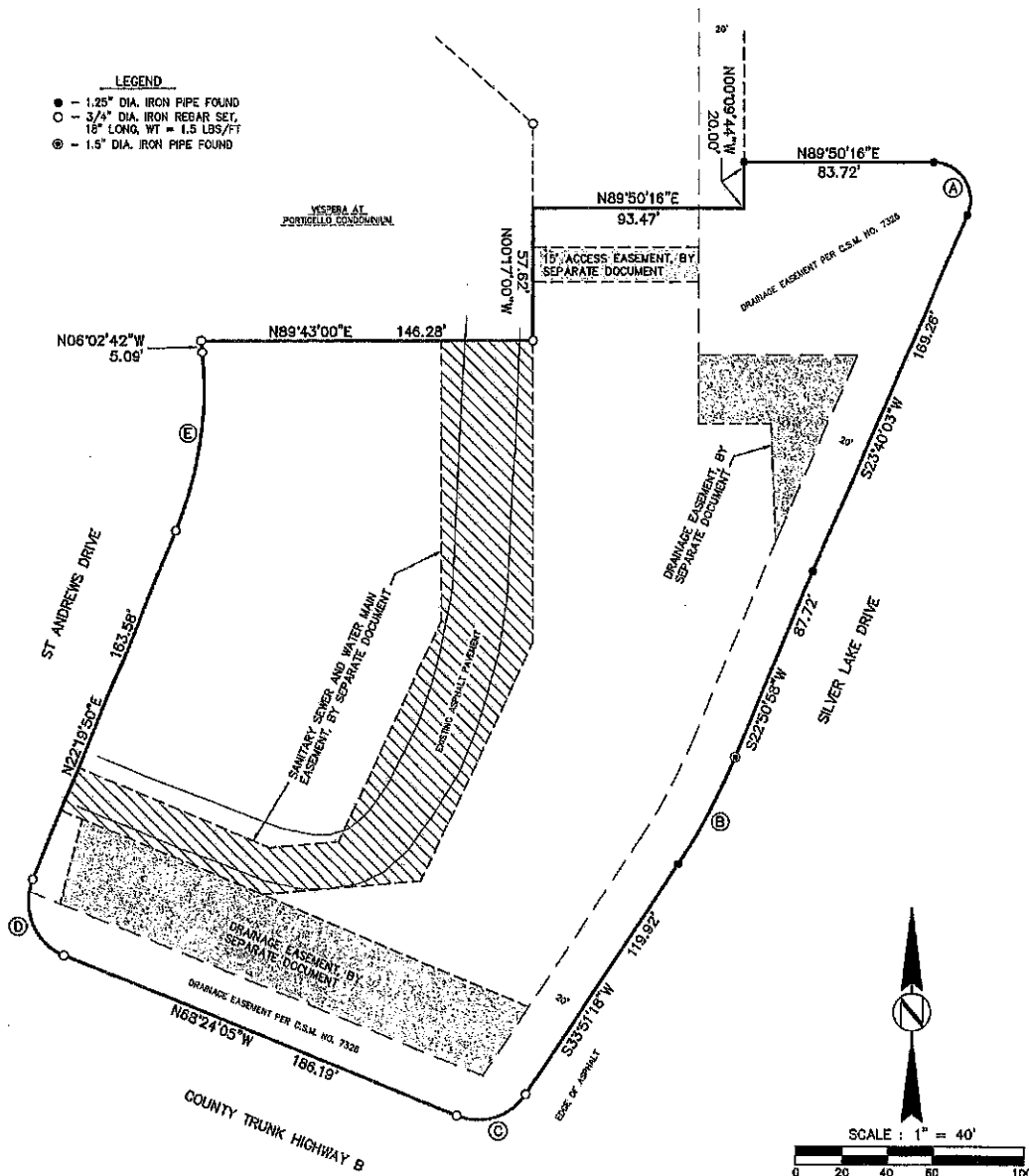


March 4, 2020

CONDOMINIUM PLAT OF VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

EASEMENT DETAILS



March 4, 2020

CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

Legal Description of Lands Reserved for Future Expansion

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Beginning at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 643.37 feet to the NE corner of said Lot 1; thence S00°09'44"E, along the westerly right-of-way line of St. Andrews Drive, 22.22 feet to a point of curvature; thence continuing along said westerly line 160.57 feet along the arc of a curve to the right, with a radius of 170.00 feet, whose chord bears S26°53'47"W, 154.67 feet to a point of tangency; thence continuing along said westerly line, S53°57'18"W, 24.69 feet to a point; thence N36°02'42"W, 68.11 feet to a point; thence N83°53'20"W, 17.85 feet to a point; thence N25°01'56"W, 60.02 feet to a point; thence S53°57'18"W, 85.00 feet to a point; thence S33°39'34"E, 139.12 feet to the westerly right-of-way line of St. Andrews Drive; thence along said westerly line 69.89 feet along the arc of a curve to the left, with a radius of 205.00 feet, whose chord bears S44°11'18"W, 69.55 feet to a point; thence N55°34'45"W, 141.57 feet to a point; thence S27°26'25"W, 157.52 feet to a point; thence N62°33'35"W, 73.64 feet to a point; thence N64°24'28"W, 228.24 feet to a point; thence N07°56'20"E, 220.945 feet to the place of beginning. ALSO being a part of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Beginning at the northernmost corner of said Lot 2; thence S00°09'44"E, along the east line of said Lot 2, 404.65 feet to a point; thence N89°50'16"E, 83.72 feet to a point of curvature; thence 32.50 feet along the arc of a curve to the right, with a radius of 16.36 feet, whose chord bears S33°14'51"E, 27.41 feet to a point of tangency; thence along the westerly right-of-way line of Silver Lake Drive on the following described courses; thence S23°40'03"W, 169.26 feet to a point; thence S22°50'58"W, 87.72 feet to a point of curvature; thence 52.86 feet along the arc of a curve to the right, with a radius of 275.18 feet, whose chord bears S28°21'08"W, 52.78 feet to a point of tangency; thence S33°51'18"W, 119.92 feet to a point of curvature; thence 33.92 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears S72°43'36"W, 31.38 feet to a point of tangency on the northerly right-of-way line of C.T.H. B (Valley Road); thence N68°24'05"W, along said northerly line, 186.19 feet to a point of curvature; thence 39.59 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears N23°02'07"W, 35.58 feet to a point of tangency on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 163.58 feet to a point of curvature; thence continuing along said easterly line, 79.24 feet along the arc of a curve to the left, with a radius of 160.00 feet, whose chord bears N08°08'34"E, 78.43 feet to a point of tangency; thence N06°02'42"W, continuing along said easterly line, 5.08 feet to a point; thence N89°43'00"E, 146.28 feet to a point; thence N00°17'00"W, 94.28 feet to a point; thence N48°52'12"W, 56.67 feet to a point; thence N86°36'42"W, 111.38 feet to the easterly right-of-way line of St. Andrews Drive; thence along said easterly line on the following described courses; thence 107.90 feet along the arc of a curve to the right, with a radius of 145.00 feet, whose chord bears N32°38'13"E, 105.43 feet to a point of tangency; thence N53°57'18"E, 117.25 feet to a point of curvature; thence 217.24 feet along the arc of a curve to the left, with a radius of 230.00 feet, whose chord bears N26°53'47"E, 209.25 feet to the place of beginning. Said lands containing 291,708 sq. ft. (6.696 acres).

Legal Description of Phase I Lands

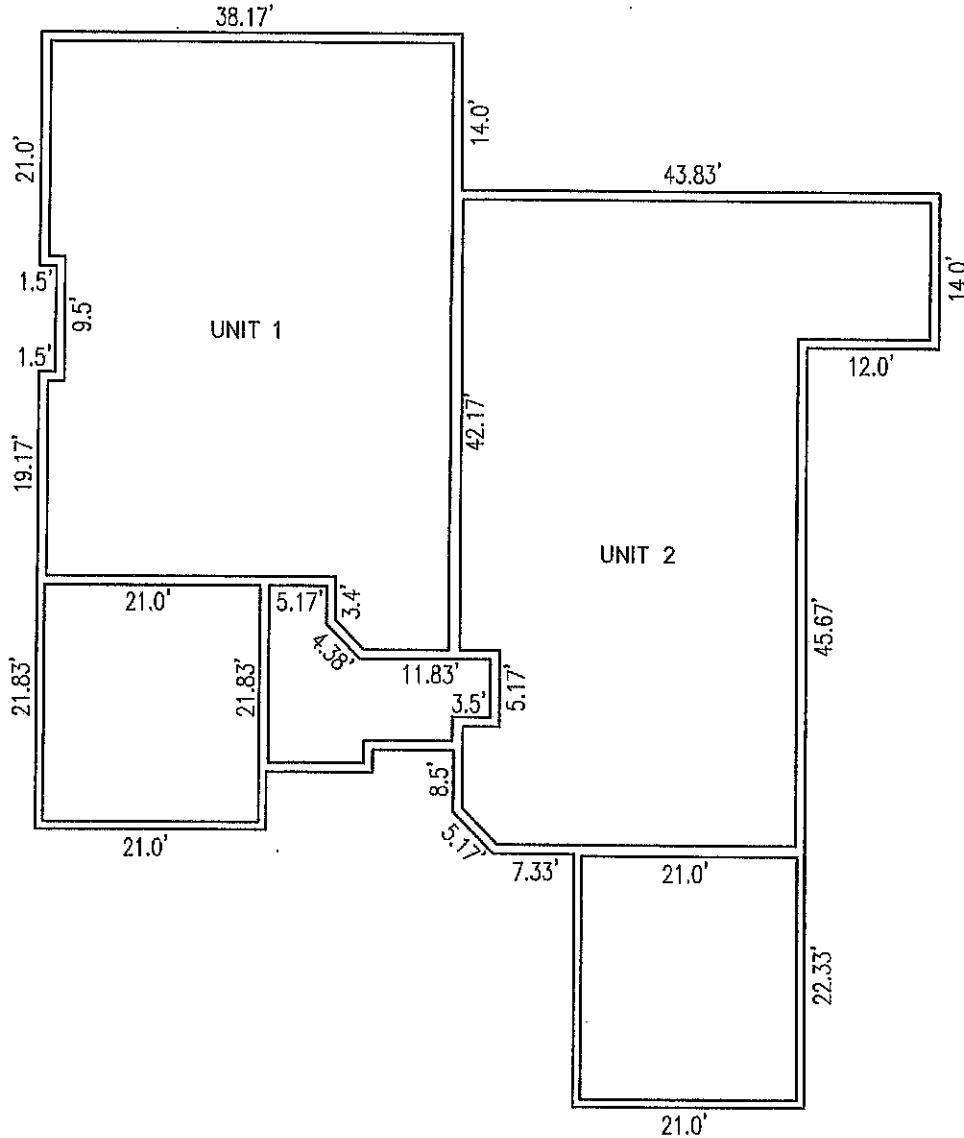
Being a part of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Commencing at the northernmost corner of said Lot 2; thence S00°09'44"E, along the east line of said Lot 2, 404.65 feet to the point of beginning of the hereinafter described lands; thence N89°50'16"E, 83.72 feet to a point of curvature; thence 32.50 feet along the arc of a curve to the right, with a radius of 16.36 feet, whose chord bears S33°14'51"E, 27.41 feet to a point of tangency; thence along the westerly right-of-way line of Silver Lake Drive on the following described courses; thence S23°40'03"W, 169.26 feet to a point; thence S22°50'58"W, 87.72 feet to a point of curvature; thence 52.86 feet along the arc of a curve to the right, with a radius of 275.18 feet, whose chord bears S28°21'08"W, 52.78 feet to a point of tangency; thence S33°51'18"W, 119.92 feet to a point of curvature; thence 33.92 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears S72°43'36"W, 31.38 feet to a point of tangency on the northerly right-of-way line of C.T.H. B (Valley Road); thence N68°24'05"W, along said northerly line, 186.19 feet to a point of curvature; thence 39.59 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears N23°02'07"W, 35.58 feet to a point of tangency on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 163.58 feet to a point of curvature; thence continuing along said easterly line, 79.24 feet along the arc of a curve to the left, with a radius of 160.00 feet, whose chord bears N08°08'34"E, 78.43 feet to a point of tangency; thence N06°02'42"W, continuing along said easterly line, 5.08 feet to a point; thence N89°43'00"E, 146.28 feet to a point; thence N00°17'00"W, 94.28 feet to a point; thence N89°50'16"E, 93.47 feet to a point; thence N00°09'44"W, 20.00 feet to the place of beginning. Said lands containing 98,284 sq. ft. (2.256 acres).



CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

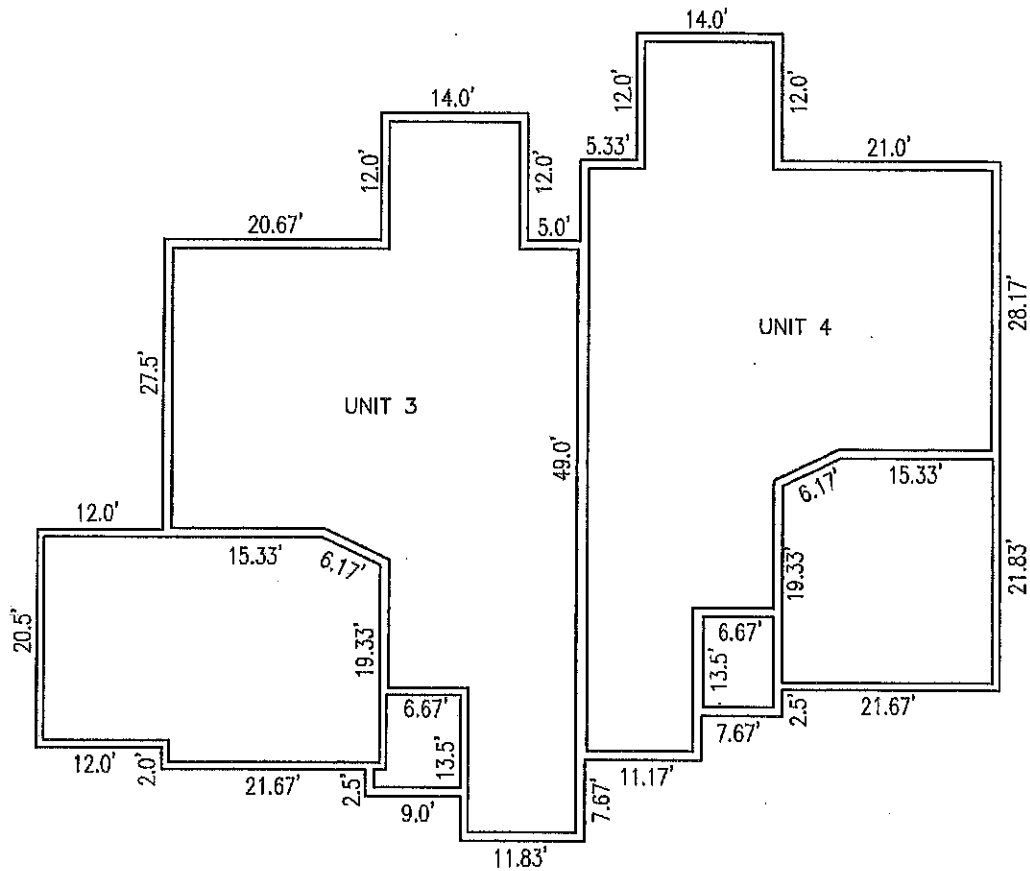
BASEMENT PLAN
(NOT TO SCALE)



CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

BASEMENT PLAN
(NOT TO SCALE)



Mark A. Powers
March 4, 2020

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

(NOT TO SCALE)

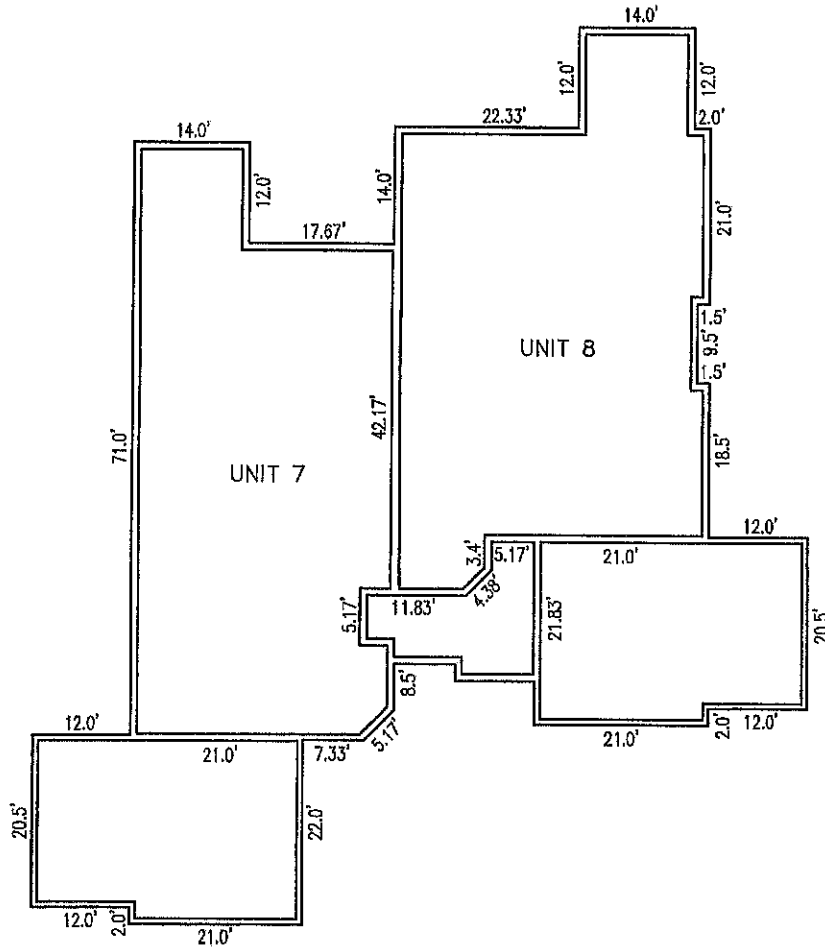


March 4, 2020

CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

BASEMENT PLAN
(NOT TO SCALE)

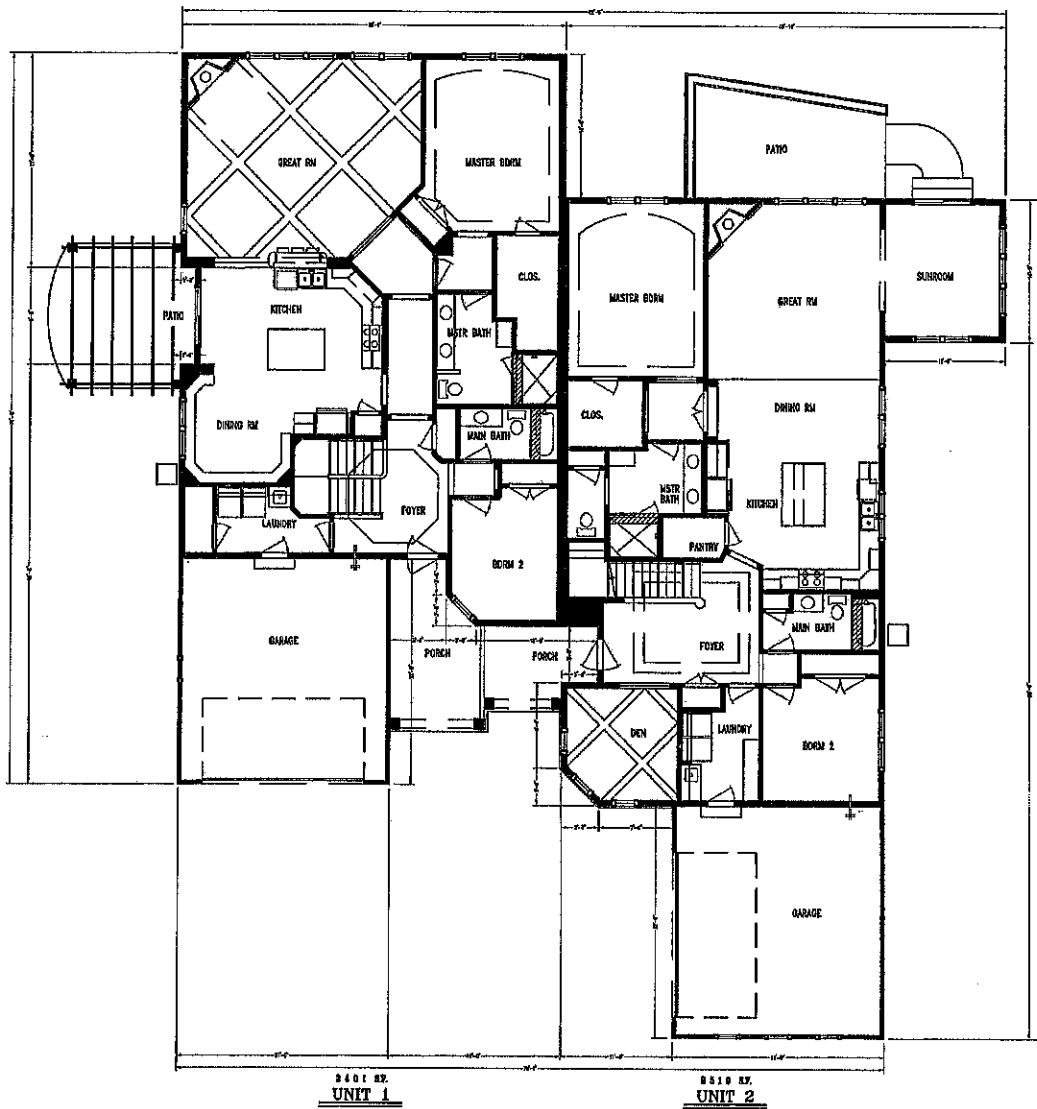
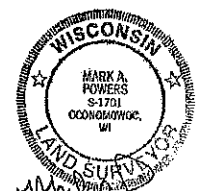


Mark A. Powers
March 4, 2020

CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

FIRST FLOOR PLAN
(NOT TO SCALE)



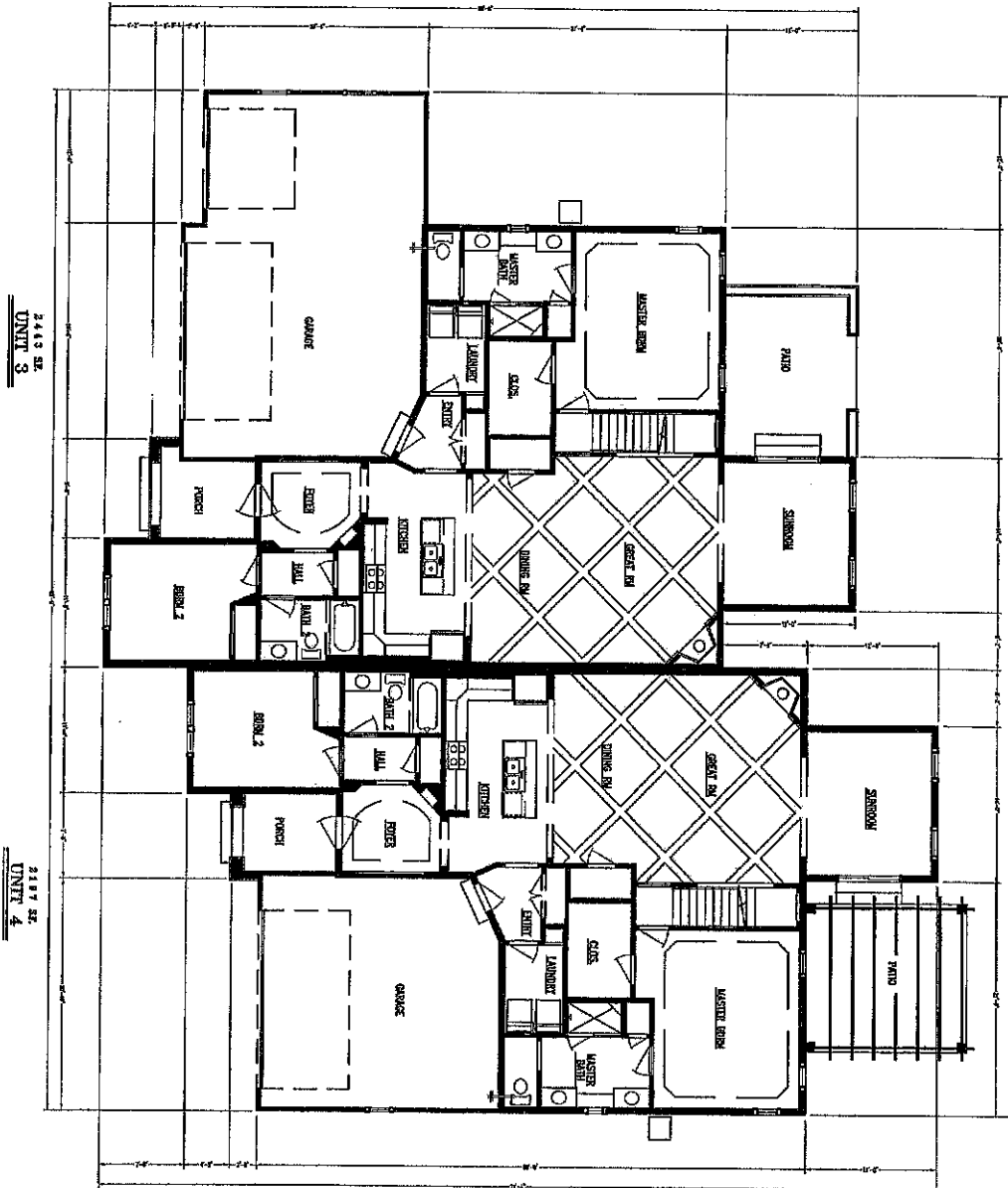
March 4, 2020

CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

FIRST FLOOR PLAN

(NOT TO SCALE)

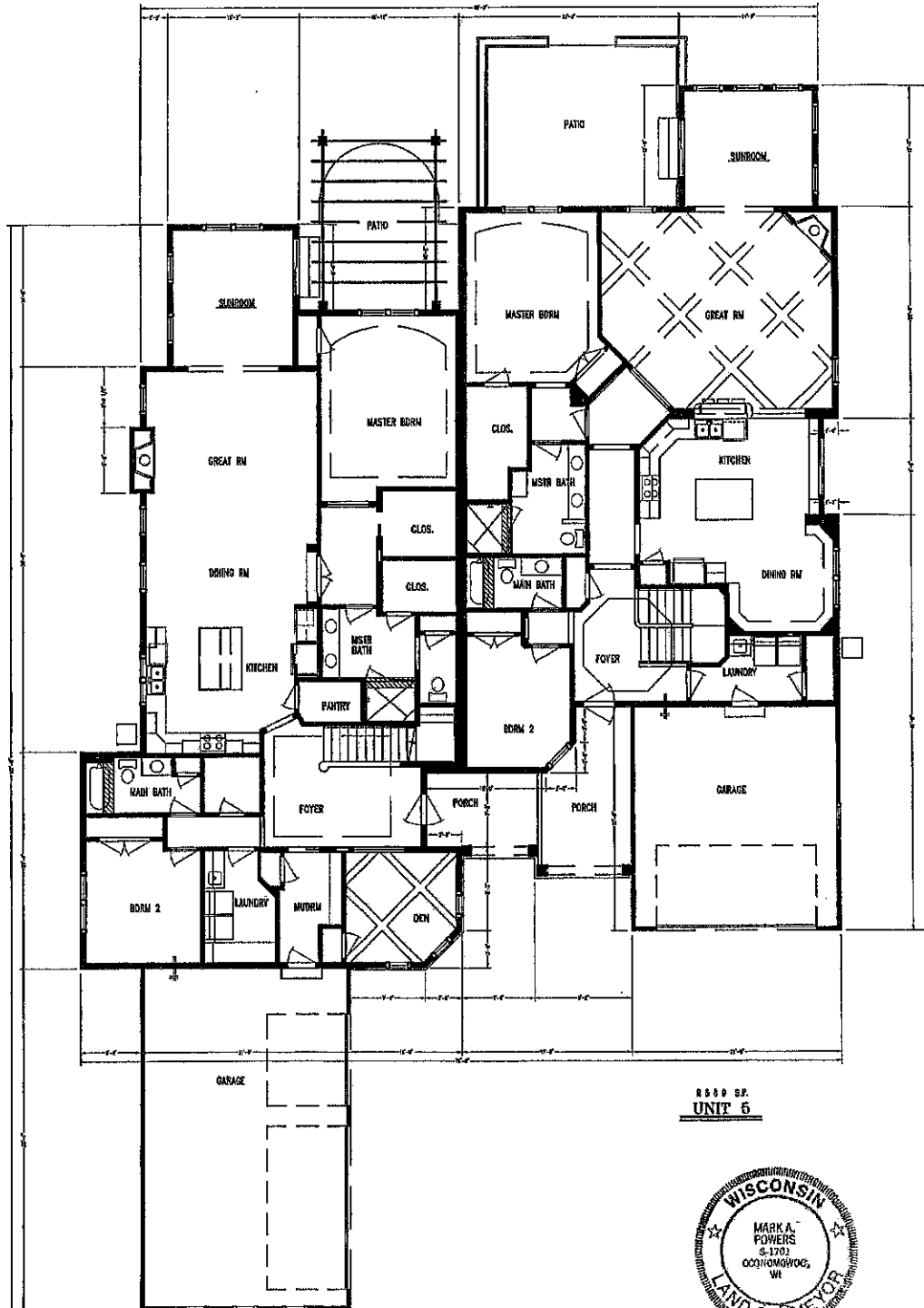


Mark A. Powers
March 4, 2020

CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

FIRST FLOOR PLAN
(NOT TO SCALE)



8000 SF.
UNIT 5

8000 SF.
UNIT 6

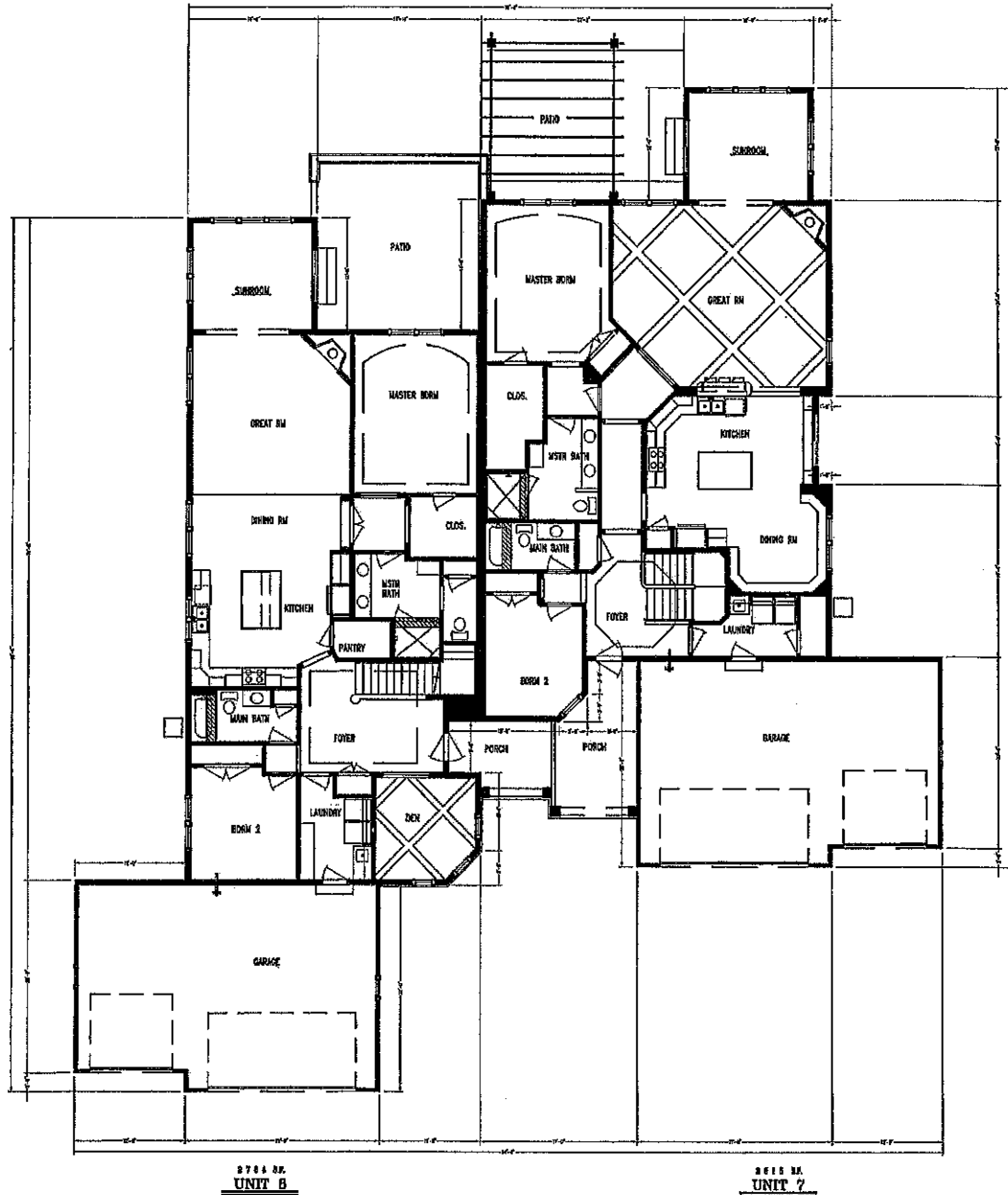


Mark A. Powers
March 4, 2020

CONDOMINIUM PLAT OF
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

FIRST FLOOR PLAN
(NOT TO SCALE)



8766 SQ.
UNIT 6

8766 SQ.
UNIT 7



March 4, 2020

EXHIBIT "C"

EXPANSION LAND LEGAL DESCRIPTION:

Legal Description of Lands Reserved for Future Expansion

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 643.37 feet to the NE corner of said Lot 1; thence S00°09'44"E, along the westerly right-of-way line of St. Andrews Drive, 22.22 feet to a point of curvature; thence continuing along said westerly line 160.57 feet along the arc of a curve to the right, with a radius of 170.00 feet, whose chord bears S26°53'47"W, 154.67 feet to a point of tangency; thence continuing along said westerly line, S53°57'18"W, 24.69 feet to a point; thence N36°02'42"W, 68.11 feet to a point; thence N83°53'20"W, 17.85 feet to a point; thence N25°01'56"W, 60.02 feet to a point; thence S53°57'18"W, 85.00 feet to a point; thence S33°39'34"E, 139.12 feet to the westerly right-of-way line of St. Andrews Drive; thence along said westerly line 69.89 feet along the arc of a curve to the left, with a radius of 205.00 feet, whose chord bears S44°11'18"W, 69.55 feet to a point; thence N55°34'45"W, 141.57 feet to a point; thence S27°26'25"W, 157.52 feet to a point; thence N62°33'35"W, 73.64 feet to a point; thence N64°24'28"W, 228.24 feet to a point; thence N07°56'20"E, 220.945 feet to the place of beginning. ALSO being a part of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the northernmost corner of said Lot 2; thence S00°09'44"E, along the east line of said Lot 2, 404.65 feet to a point; thence N89°50'16"E, 83.72 feet to a point of curvature; thence 32.50 feet along the arc of a curve to the right, with a radius of 16.36 feet, whose chord bears S33°14'51"E, 27.41 feet to a point of tangency; thence along the westerly right-of-way line of Silver Lake Drive on the following described courses; thence S23°40'03"W, 169.26 feet to a point; thence S22°50'58"W, 87.72 feet to a point of curvature; thence 52.86 feet along the arc of a curve to the right, with a radius of 275.18 feet, whose chord bears S28°21'08"W, 52.78 feet to a point of tangency; thence S33°51'18"W, 119.92 feet to a point of curvature; thence 33.92 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears S72°43'36"W, 31.38 feet to a point of tangency on the northerly right-of-way line of C.T.H. B (Valley Road); thence N68°24'05"W, along said northerly line, 186.19 feet to a point of curvature; thence 39.59 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears N23°02'07"W, 35.58 feet to a point of tangency on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 163.58 feet to a point of curvature; thence continuing along said easterly line, 79.24 feet along the arc of a curve to the left, with a radius of 160.00 feet, whose chord bears N08°08'34"E, 78.43 feet to a point of tangency; thence N06°02'42"W, continuing along said easterly line, 5.08 feet to a point; thence N89°43'00"E, 146.28 feet to a point; thence N00°17'00"W, 94.28 feet to a point; thence N48°52'12"W, 56.67 feet to a point; thence N86°36'42"W, 111.38 feet to the easterly right-of-way line of St. Andrews Drive; thence along said easterly line on the following described courses; thence 107.90 feet along the arc of a curve to the right, with a radius of 145.00 feet, whose chord bears N32°38'13"E, 105.43 feet to a point of tangency; thence N53°57'18"E, 117.25 feet to a point of curvature; thence 217.24 feet along the arc of a curve to the left, with a radius of 230.00 feet, whose chord bears N26°53'47"E, 209.25 feet to the place of beginning. Said lands containing 291,708 sq. ft. (6.696 acres).

4529005

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

November 10, 2020 02:29 PM
James R Behrend
Register of Deeds
14 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page --



**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR VESPERA II CONDOMINIUM**

Return to:
Craig A. Caliendo
Belforte, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

See Exhibit A
Parcel Number

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
VESPERA II CONDOMINIUM**

This First Amendment is executed as of this 4th day of November, 2020, by
BELFORTE, INC., a Wisconsin corporation (hereinafter, the "Declarant").

R E C I T A L S :

A. On March 18, 2020, Declarant executed a declaration of Condominium for Vespera II Condominium which was recorded with the Waukesha Register of Deeds on March 19, 2020 as Document No. 4460844 (the "Declaration") and a Condominium Plat recorded on March 19, 2020 as Document No. 4460843 (the "Condominium Plat"), which together create the Vespera II Condominium (the "Condominium").

B. The Condominium presently includes eight (8) Units numbered 1-8, inclusive, but is subject to expansion in accordance with the Declaration.

C. Declarant desires to expand the Condominium pursuant to the terms of this amendment and confirm the final configuration of Units built or under construction.

NOW THEREFORE, Declarant does hereby declare as follows:

1. Expansion. The Condominium is hereby expanded by adding thereto all of that certain real property located in Waukesha County, State of Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. New Units are Created. Four (4) new units of the Condominium are hereby created. The total number of Units in the Condominium is now twelve (12). The four (4) new Units added pursuant to this Amendment are identified as **Units 19, 20, 21 and 22**, inclusive. Such units shall be positioned as shown on Exhibit B attached hereto and made a part hereof, and for all purposes set forth in the Declaration. Each of the Units in the Condominium shall continue to have an undivided and equal interest in the common elements and common expenses of the Association (that is, 8.33% per Unit) and shall each have one vote in the Association.

4. Addendum to Condominium Plat. Contemporaneously herewith, Declarant is recording an Addendum to the Condominium Plat. A copy of the Addendum to Condominium Plat is attached hereto as Exhibit B.

5. Revised Definition of Additional Real Estate. The remaining Additional Real Estate that may be added to the Condominium in the future is described on Exhibit C.

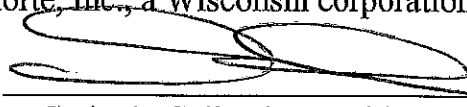
6. Miscellaneous. All capitalized terms used in this Amendment but not defined herein shall have the meanings provided in the Declaration. This

Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin. Except as modified by this Amendment, all provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

DECLARANT CONSENT:

Belforte, Inc., a Wisconsin corporation

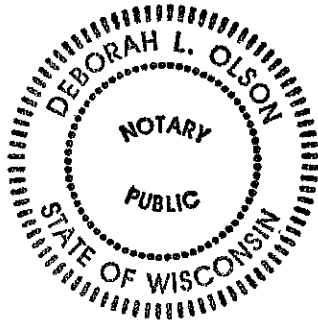
By: 

Craig A. Caliendo, President

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 4th day of November, 2020, the above-named Craig A. Caliendo, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.



Deborah L. Olson
Print Name: Deborah L. Olson
County of Waukesha, State of Wisconsin
My Commission is 5-5-2021

This document drafted by
Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT "A" - LEGAL DESCRIPTION OF ADDENDUM NO. 1 LANDS:

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Commencing at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 197.19 feet to the point of beginning of the hereinafter described lands; thence S88°52'54"E, continuing along said north line, 274.36 feet to a point; thence S01°07'06"W, 66.71 feet to the northernmost corner of Addendum No. 1 to Vespera at Porticello Condominium; thence S53°57'18"W, along the northwesterly line of said addendum, 85.00 feet to the westernmost corner of said addendum; thence S45°49'43"W, 122.90 feet to the northernmost corner of Addendum No. 2 to Vespera at Porticello Condominium; thence S27°26'25"W, along the northwesterly line of said addendum, 157.52 feet to the westernmost corner of said addendum, said point being on the southwesterly line of Lot 1 of said C.S.M. No. 7326; thence N62°33'35"W, along said southwesterly line, 73.64 feet to a point; thence continuing along said southwesterly line N64°24'28"W, 59.57 feet to a point; thence N07°56'20"E, 266.75 feet to a point; thence N58°35'00"E, 45.35 feet to the place of beginning. Said lands containing 72,234 sq. ft. (1.658 acres).

EXHIBIT B

Vespera II Condominium Plat – Addendum No. 1

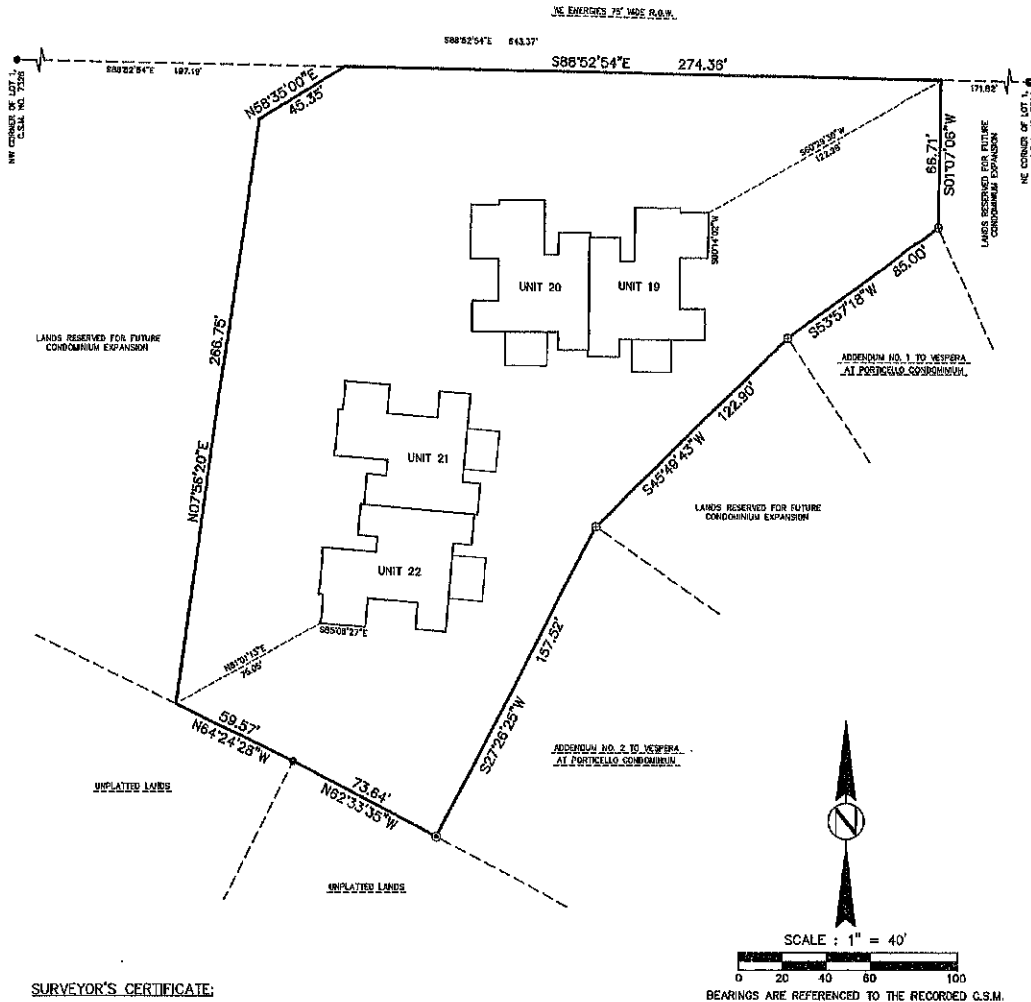
ADDENDUM NO. 1 TO VESPERA II CONDOMINIUM

BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR
MARK A. POWERS, PLS 1701
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI 53068
(262)566-9331

LEGEND
● - 1.25" DIA. IRON PIPE FOUND
⊙ - 3/4" DIA. IRON REBAR FOUND
⊖ - P.K. NAIL FOUND IN ASPHALT

SURVEY FOR
BELFORTE, INC.
700 PILGRIM PARKWAY, SUITE 100
ELM GROVE, WI 53122



SURVEYOR'S CERTIFICATE:

I, Mark A. Powers, do hereby certify that the Condominium Plot of Addendum No. 1 to Vespera II Condominium, consisting of seven sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plot. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 23rd day of September, 2020



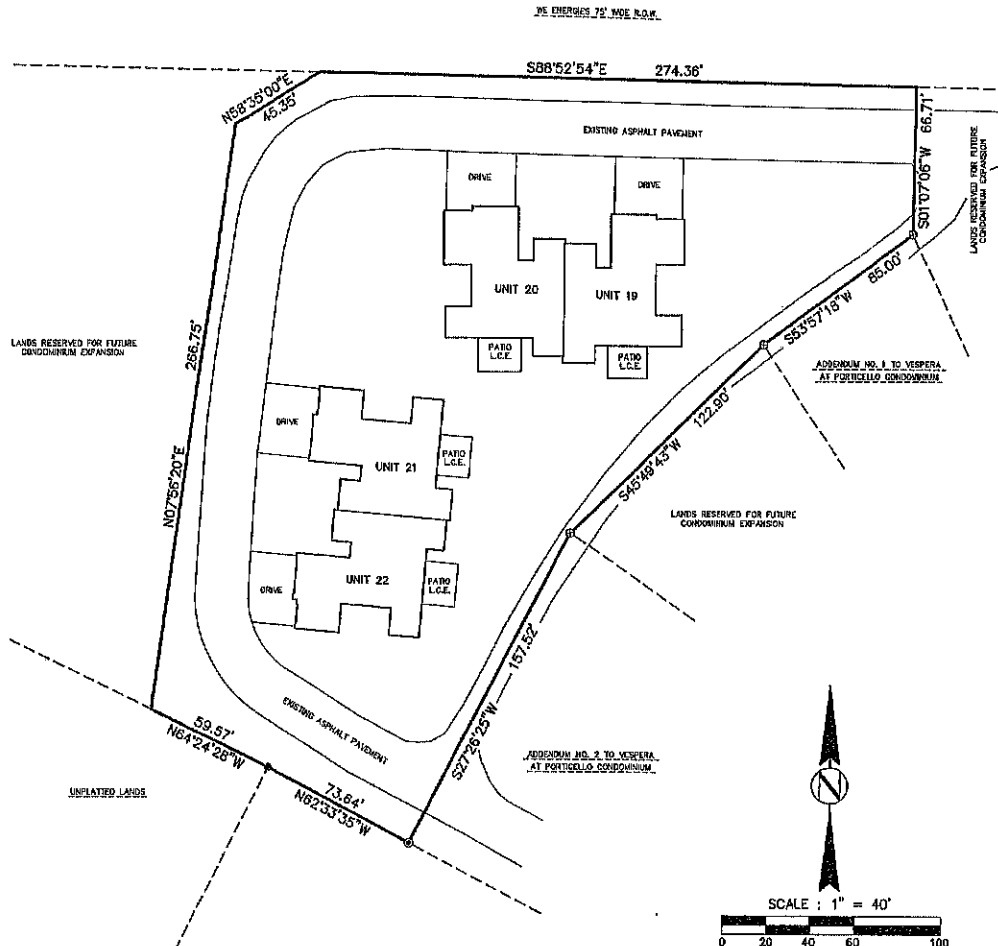
Mark A. Powers
Mark A. Powers, PLS No. 1701

GENERAL NOTES:

- 1) COMMON ELEMENTS: THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM DESCRIPTION, EXCEPT THE UNITS.
- 2) LIMITED COMMON ELEMENTS: THE LIMITED COMMON ELEMENT (L.C.E.) PORTION OF THE COMMON ELEMENT SHALL CONSIST OF ALL COMMON ELEMENTS THAT ARE OWNED BY LESS THAN ALL OF THE UNIT OWNERS. SUCH LIMITED COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO COURTYARDS, PORCHES, DECKS, DRIVEWAYS AND WALKS WHICH SERVICE AND / OR ARE APPURTENANT TO ONE OR MORE UNITS, BUT LESS THAN ALL OF THE UNITS.
- 3) ADDENDUM NO. 1 LAND AREA = 72,234 SQ. FT.
- 4) SEE SHEET 2 FOR CONDOMINIUM DETAILS
- 5) SEE SHEET 3 FOR CONDOMINIUM EASEMENT DETAILS AND LEGAL DESCRIPTION

ADDENDUM NO. 1 TO VESPERA II CONDOMINIUM

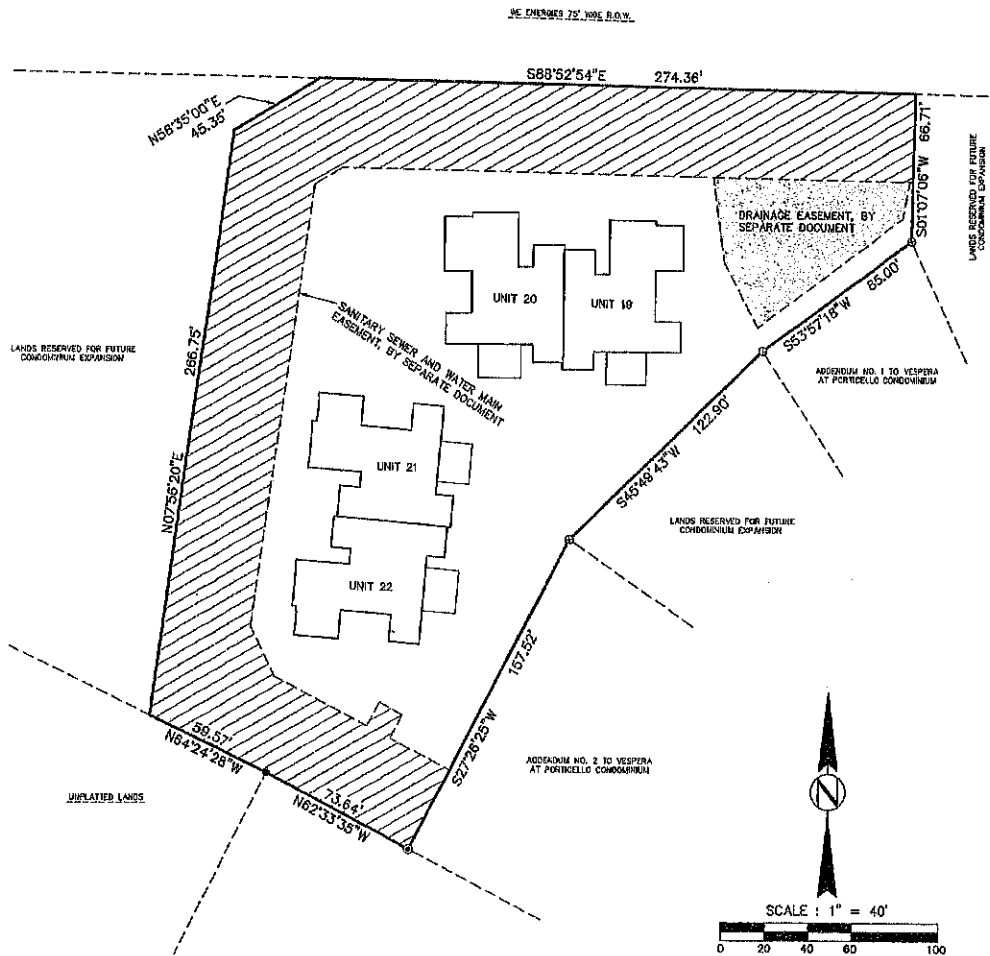
BEING A PART OF LOT 1 OF C.S.M. NO. 7328, LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WALKESHA COUNTY, WISCONSIN.



September 23, 2020

ADDENDUM NO. 1 TO VESPERA II CONDOMINIUM

BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



Legal Description of Addendum No. 1 Lands

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows: Commencing at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 197.19 feet to the point of beginning of the hereinafter described lands; thence S88°52'54"E, continuing along said north line, 274.36 feet to a point; thence S01°07'06"W, 66.71 feet to the northernmost corner of Addendum No. 1 to Vespera at Porticello Condominium; thence S53°57'18"W, along the northwesterly line of said addendum, 85.00 feet to the westernmost corner of said addendum; thence S45°49'43"W, 122.90 feet to the northernmost corner of Addendum No. 2 to Vespera at Porticello Condominium; thence S27°26'25"W, along the northwesterly line of said addendum, 157.52 feet to the westernmost corner of said addendum, said point being on the southwesterly line of Lot 1 of said C.S.M. No. 7326; thence N62°33'35"W, along said southwesterly line, 73.64 feet to a point; thence continuing along said southwesterly line N64°24'28"W, 59.57 feet to a point; thence N07°56'20"E, 266.75 feet to a point; thence N58°35'00"E, 43.35 feet to the place of beginning. Said lands containing 72,234 sq. ft. (1.658 acres).



Mark A. Powers
September 23, 2020

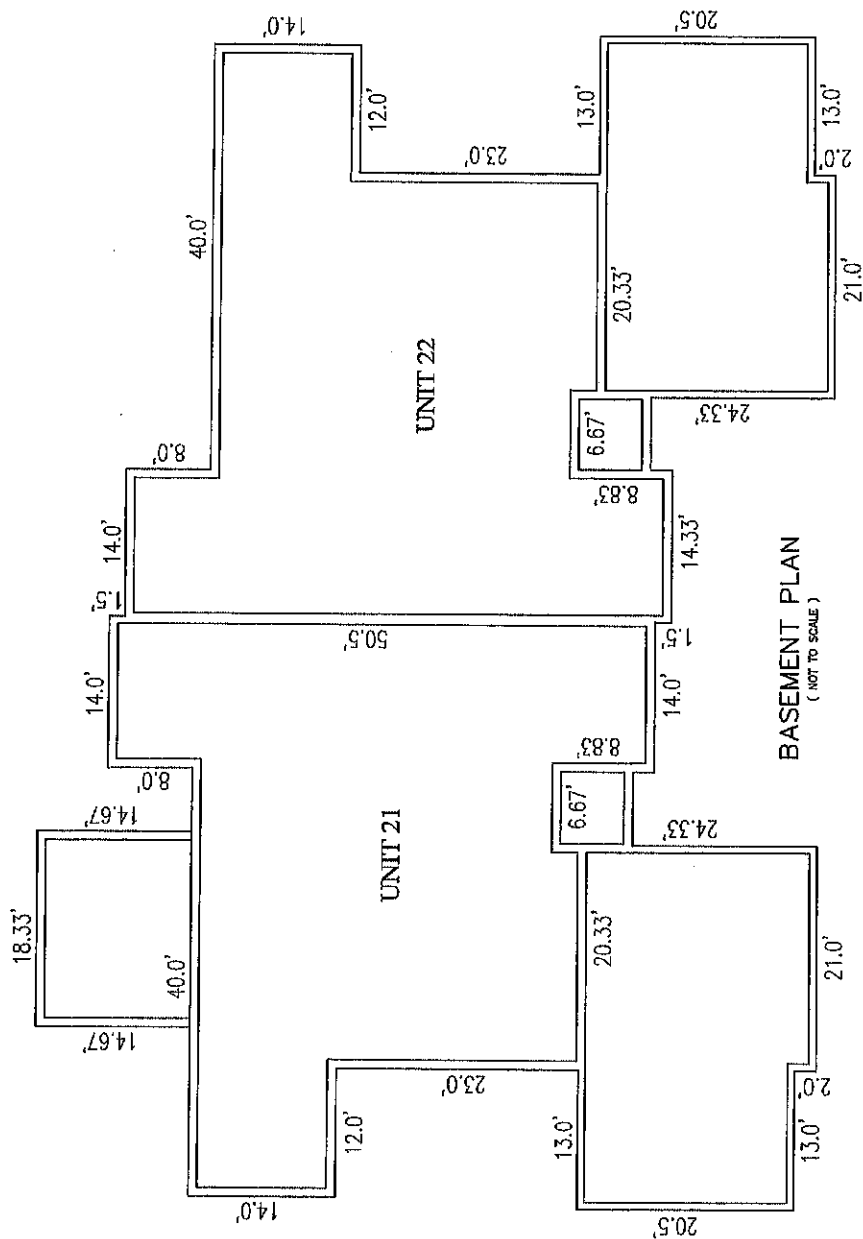
VESPERA II CONDOMINIUM

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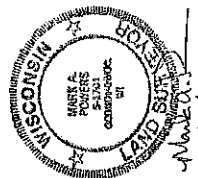
Mark H. September 23, 2020

VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



BASEMENT PLAN
(NOT TO SCALE)

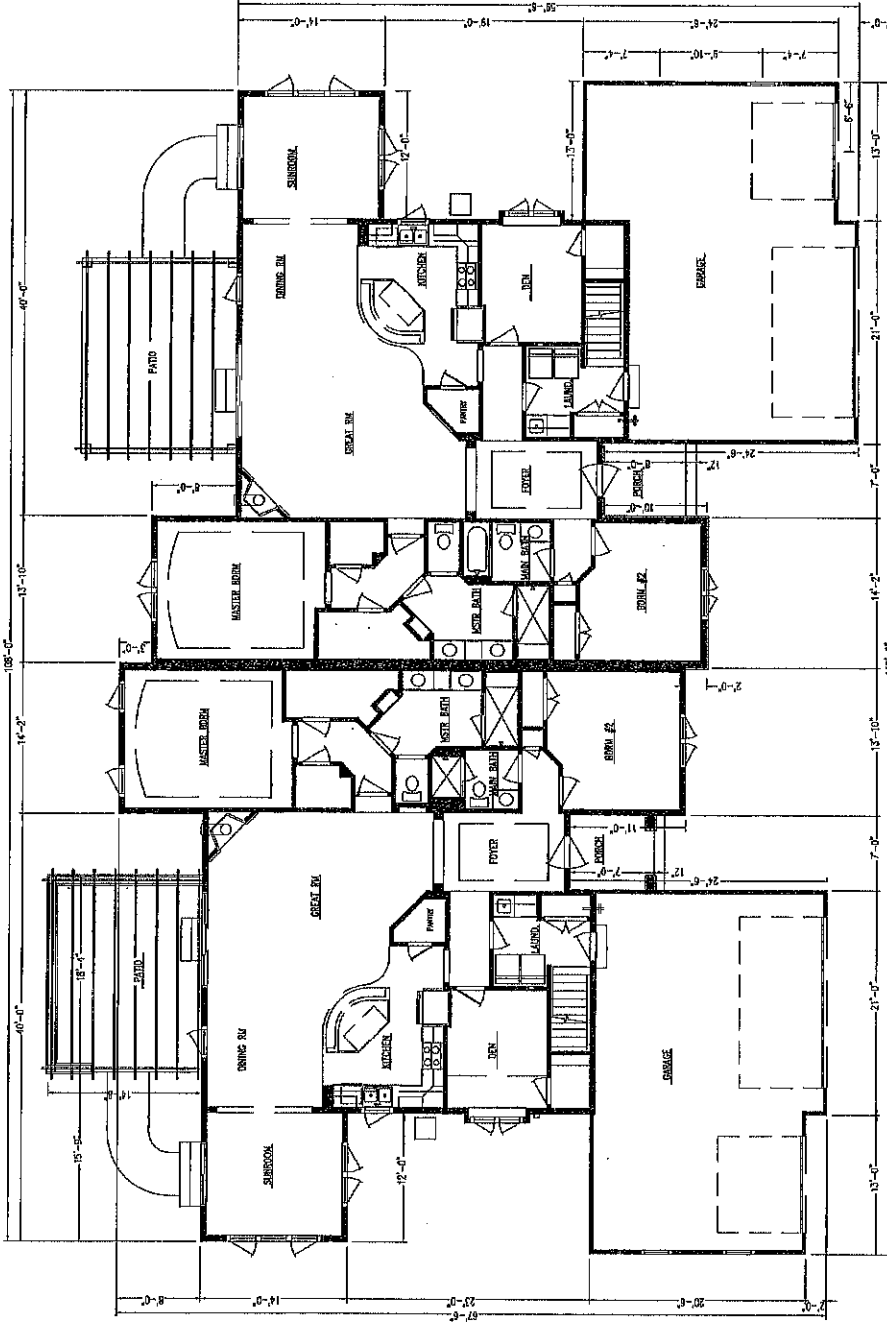


Marked 9/23/2020
September 23, 2020

CONDOMINIUM PLAT OF VESPERA II CONDOMINIUM

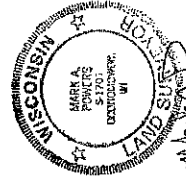
BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7328, LOCATED IN THE NW 1/4
AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9,
T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

FIRST FLOOR PLAN (NOT TO SCALE)



UNIT 19
1931 SF

UNIT 20
1945 SF



Mark A. Smith
September 23, 2020

FIRST FLOOR PLAN
(NOT TO SCALE)

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

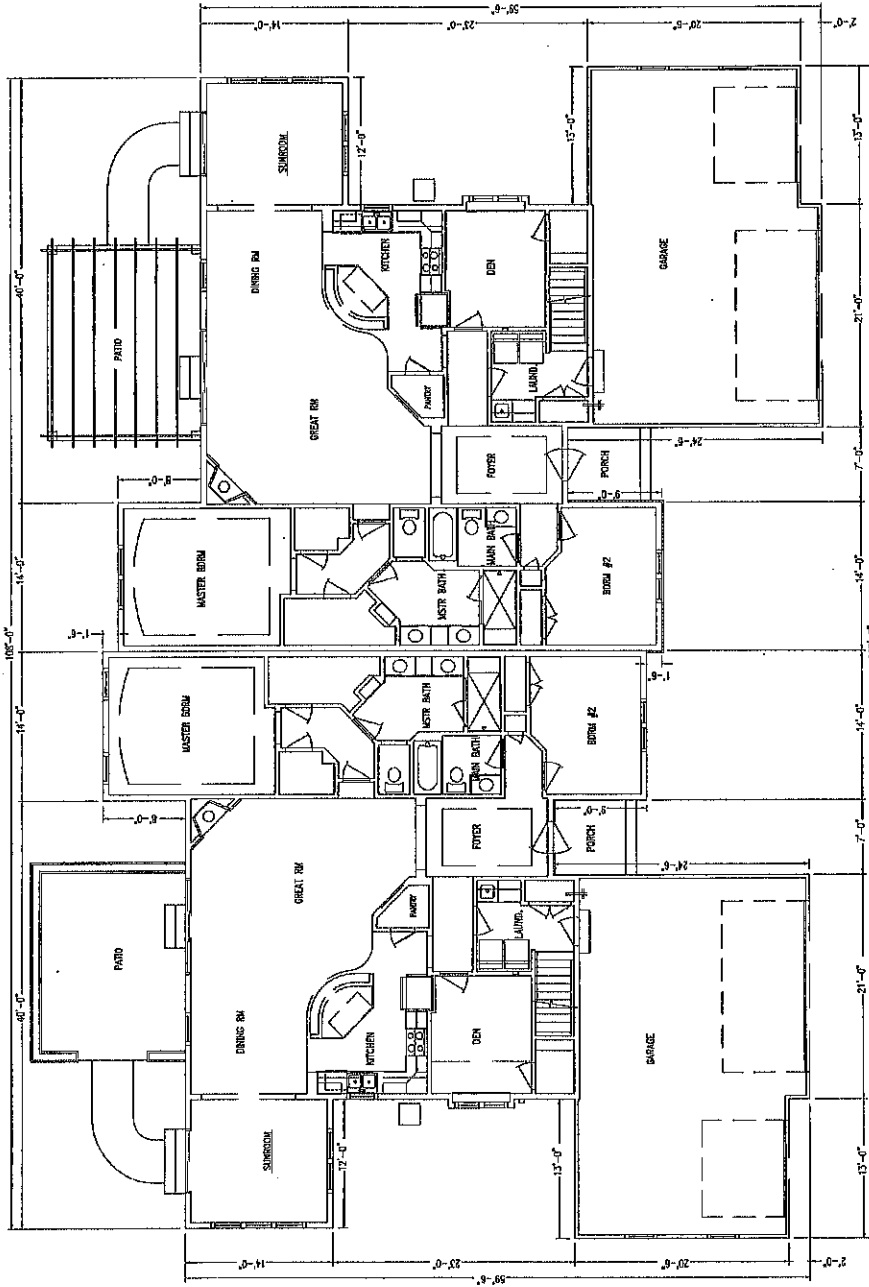
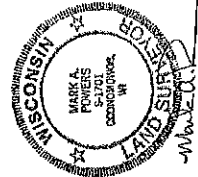
UNIT 21
1929 SFUNIT 22
1929 SF

EXHIBIT "C" - EXPANSION LAND LEGAL DESCRIPTION:

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 643.37 feet to the NE corner of said Lot 1; thence S00°09'44"E, along the westerly right-of-way line of St. Andrews Drive, 22.22 feet to a point of curvature; thence continuing along said westerly line 160.57 feet along the arc of a curve to the right, with a radius of 170.00 feet, whose chord bears S26°53'47"W, 154.67 feet to a point of tangency; thence continuing along said westerly line, S53°57'18"W, 24.69 feet to a point; thence N36°02'42"W, 68.11 feet to a point; thence N83°53'20"W, 17.85 feet to a point; thence N25°01'56"W, 60.02 feet to a point; thence S53°57'18"W, 85.00 feet to a point; thence S33°39'34"E, 139.12 feet to the westerly right-of-way line of St. Andrews Drive; thence along said westerly line 69.89 feet along the arc of a curve to the left, with a radius of 205.00 feet, whose chord bears S44°11'18"W, 69.55 feet to a point; thence N55°34'45"W, 141.57 feet to a point; thence S27°26'25"W, 157.52 feet to a point; thence N62°33'35"W, 73.64 feet to a point; thence N64°24'28"W, 228.24 feet to a point; thence N07°56'20"E, 220.945 feet to the place of beginning. ALSO being a part of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the northernmost corner of said Lot 2; thence S00°09'44"E, along the east line of said Lot 2, 404.65 feet to a point; thence N89°50'16"E, 83.72 feet to a point of curvature; thence 32.50 feet along the arc of a curve to the right, with a radius of 16.36 feet, whose chord bears S33°14'51"E, 27.41 feet to a point of tangency; thence along the westerly right-of-way line of Silver Lake Drive on the following described courses; thence S23°40'03"W, 169.26 feet to a point; thence S22°50'58"W, 87.72 feet to a point of curvature; thence 52.86 feet along the arc of a curve to the right, with a radius of 275.18 feet, whose chord bears S28°21'08"W, 52.78 feet to a point of tangency; thence S33°51'18"W, 119.92 feet to a point of curvature; thence 33.92 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears S72°43'36"W, 31.38 feet to a point of tangency on the northerly right-of-way line of C.T.H. B (Valley Road); thence N68°24'05"W, along said northerly line, 186.19 feet to a point of curvature; thence 39.59 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears N23°02'07"W, 35.58 feet to a point of tangency on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 163.58 feet to a point of curvature; thence continuing along said easterly line, 79.24 feet along the arc of a curve to the left, with a radius of 160.00 feet, whose chord bears N08°08'34"E, 78.43 feet to a point of tangency; thence N06°02'42"W, continuing along said easterly line, 5.08 feet to a point; thence N89°43'00"E, 146.28 feet to a point; thence N00°17'00"W, 94.28 feet to a point; thence N48°52'12"W, 56.67 feet to a point; thence N86°36'42"W, 111.38 feet to the easterly right-of-way line of St. Andrews Drive; thence along said easterly line on the following described courses; thence 107.90 feet along the arc of a curve to the right, with a radius of 145.00 feet, whose chord bears N32°38'13"E, 105.43 feet to a point of tangency; thence N53°57'18"E, 117.25 feet to a point of curvature; thence 217.24 feet along the arc of a curve to the left, with a radius of 230.00 feet, whose chord bears N26°53'47"E, 209.25 feet to the place of beginning. Said lands containing 291,708 sq. ft. (6.696 acres).

Less and except the following described

Lands:

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Commencing at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 197.19 feet to the point of beginning of the hereinafter described lands; thence S88°52'54"E, continuing along said north line, 274.36 feet to a point; thence S01°07'06"W, 66.71 feet to the northernmost corner of Addendum No. 1 to Vespera at Porticello Condominium; thence S53°57'18"W, along the northwesterly line of said addendum, 85.00 feet to the westernmost corner of said addendum; thence S45°49'43"W, 122.90 feet to the northernmost corner of Addendum No. 2 to Vespera at Porticello Condominium; thence S27°26'25"W, along the northwesterly line of said addendum, 157.52 feet to the westernmost corner of said addendum, said point being on the southwesterly line of Lot 1 of said C.S.M. No. 7326; thence N62°33'35"W, along said southwesterly line, 73.64 feet to a point; thence continuing along said southwesterly line N64°24'28"W, 59.57 feet to a point; thence N07°56'20"E, 266.75 feet to a point; thence N58°35'00"E, 45.35 feet to the place of beginning. Said lands containing 72,234 sq. ft. (1.658 acres).

4805111

REGISTER OF DEEDS
JACKSON COUNTY, WI
RECORDED ON

July 30, 2021 09:23 AM
James R. Behrend
Register of Deeds

14 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR VESPERA II CONDOMINIUM**

Return to:
Craig A. Caliendo
Belforte, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

See Exhibit A
Parcel Number

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
VESPERA II CONDOMINIUM**

This Second Amendment is executed as of this 21st of July 2021, by BELFORTE, INC., a Wisconsin corporation (hereinafter, the "Declarant").

RECITALS:

A. On March 18, 2020, Declarant executed a Declaration of Condominium for Vespera II Condominium which was recorded with the Waukesha Register of Deeds on March 19, 2020, as Document No. 4460844, which was amended by the First Amendment to Declaration of Condominium for Vespera II Condominium recorded with the Waukesha Register of Deeds on November 10, 2020 as Document No. 4529005 (collectively the "Declaration") and a Condominium Plat recorded on March 19, 2020 as Document No. 4460843, which was amended by Addendum No. 1 to Vespera II Condominium recorded with the Waukesha Register of Deeds on November 10, 2020 as Document No. 4529006 (collectively the "Condominium Plat"), which together create the Vespera II Condominium (the "Condominium").

B. The Condominium presently includes twelve (12) Units numbered 1 through 8, inclusive, and numbered 19 through 22, inclusive, but is subject to expansion in accordance with the Declaration.

C. Declarant desires to expand the Condominium pursuant to the terms of this amendment and confirm the final configuration of Units built or under construction.

NOW THEREFORE, Declarant does hereby declare as follows:

1. Expansion. The Condominium is hereby expanded by adding thereto all of that certain real property located in Waukesha County, State of Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. New Units are Created. Four (4) new units of the Condominium are hereby created. The total number of Units in the Condominium is now sixteen (16). The four (4) new Units added pursuant to this Amendment are identified as **Units 23, 24, 25 and 26**, inclusive. Such units shall be positioned as shown on Exhibit B attached hereto and made a part hereof, and for all purposes set forth in the Declaration. Each of the Units in the Condominium shall continue to have an undivided and equal interest in the common elements and common expenses of the Association (that is, **6.25%** per Unit) and shall each have one vote in the Association.

4. Addendum to Condominium Plat. Contemporaneously herewith, Declarant is recording an Addendum to the Condominium Plat. A copy of the Addendum to Condominium Plat is attached hereto as Exhibit B.

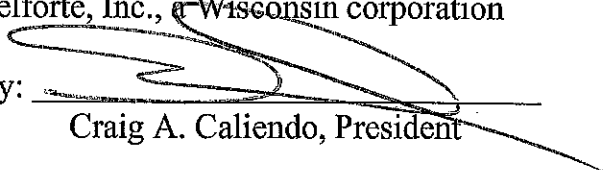
5. Revised Definition of Additional Real Estate. The remaining Additional Real Estate that may be added to the Condominium in the future is described on Exhibit C.

6. Miscellaneous. All capitalized terms used in this Amendment but not defined herein shall have the meanings provided in the Declaration. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin. Except as modified by this Amendment, all provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

DECLARANT CONSENT:

Belforte, Inc., a Wisconsin corporation

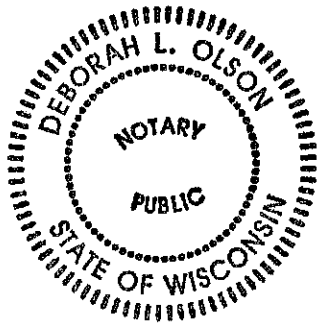
By: 

Craig A. Caliendo, President

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 21st day of July, 2021, the above-named
Craig A. Caliendo, known to me to be the person who executed the foregoing
instrument and acknowledged the same on behalf of said corporation.



Deborah L. Olson
Print Name: Deborah L. Olson
County of Waukesha, State of Wisconsin
My Commission is 5-5-2025

This document drafted by
Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT "A" - LEGAL DESCRIPTION OF ADDENDUM NO. 2 LANDS:

Legal Description of Addendum No. 2 Lands

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 and in the NE 1/4 of the SW 1/4; all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the NW corner of said Lot 1; thence S88°52'54"E, along the North line of said Lot 1, 197.19 feet to the NW corner of Addendum No. 1 to Vespera II Condominium; thence S58°35'00"W, along the westerly line of said Addendum No. 1, 45.35 feet to a point; thence continuing along said westerly line, S07°56'20"W, 266.75 feet to the SW corner of said Addendum No. 1, said point being on the South line of Lot 1 of said C.S.M.; thence N64°24'28"W, along said South line, 168.67 feet to the SW corner of said Lot 1; thence N07°56'20"E, along the West line of said Lot 1, 220.945 feet to the place of beginning. Said lands containing 41,597 sq. ft. (0.955 acres).

EXHIBIT B

Vespera II Condominium Plat – Addendum No. 2

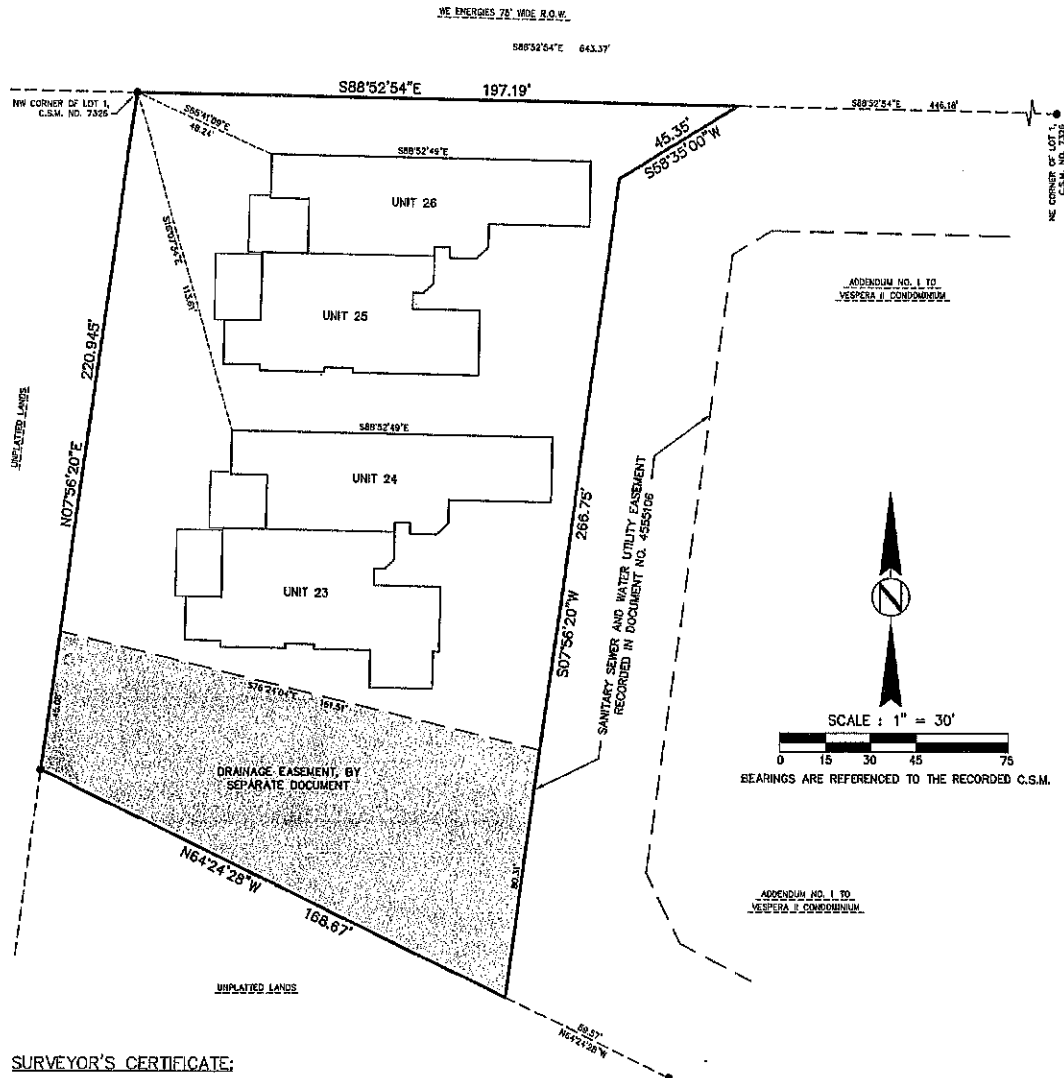
BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND IN THE NE 1/4 OF THE SW 1/4; ALL IN SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR
MARK A. POWERS, PLS 1701
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI. 53086
(262)589-9331

LEGEND

● - 1.25" DIA. IRON PIPE FOUND

SURVEY FOR
BELFORTE, INC.
700 PILGRIM PARKWAY, SUITE 100
ELM GROVE, WI. 53122



I, Mark A. Powers, do hereby certify that the Condominium Plat of Addendum No. 2 to Vespera II Condominium, consisting of six sheets, is a correct representation of the condominium herein described and the Identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 13th day of May, 2021

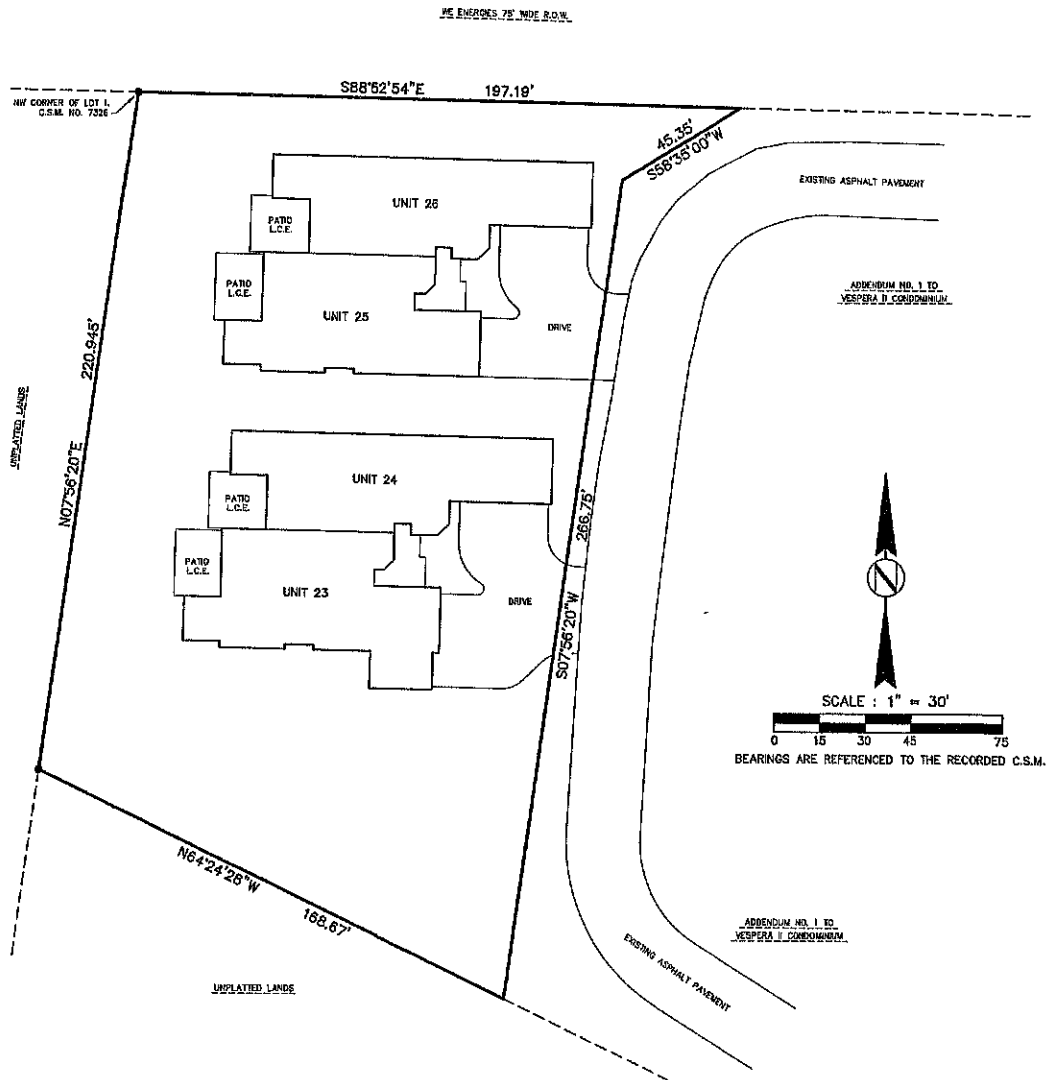


Mark A. Powers, P.L.S. No. 1701

- 1) COMMON ELEMENTS: THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM DESCRIPTION, EXCEPT THE UNITS.
- 2) LIMITED COMMON ELEMENTS: THE LIMITED COMMON ELEMENTS (L.C.E.) PORTION OF COMMON ELEMENTS HAVE COMMON ELEMENTS THAT ARE OWNED BY LESS THAN ALL OF THE UNIT OWNERS. SUCH LIMITED COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO COURTYARDS, PORCHES, DECKS, DRIVEWAYS AND WALKS WHICH SERVE AND/OR ARE APPURTENANT TO ONE OR MORE UNITS, BUT LESS THAN ALL OF THE UNITS.
- 3) ADDENDUM NO. 2 LAND AREA = 41,597 SQ. FT.
- 4) SEE SHEETS 2 THRU 6 FOR CONDOMINIUM DETAILS

ADDENDUM NO. 2 TO VESPERA II CONDOMINIUM

BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND IN THE NE 1/4 OF THE SW 1/4; ALL IN SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



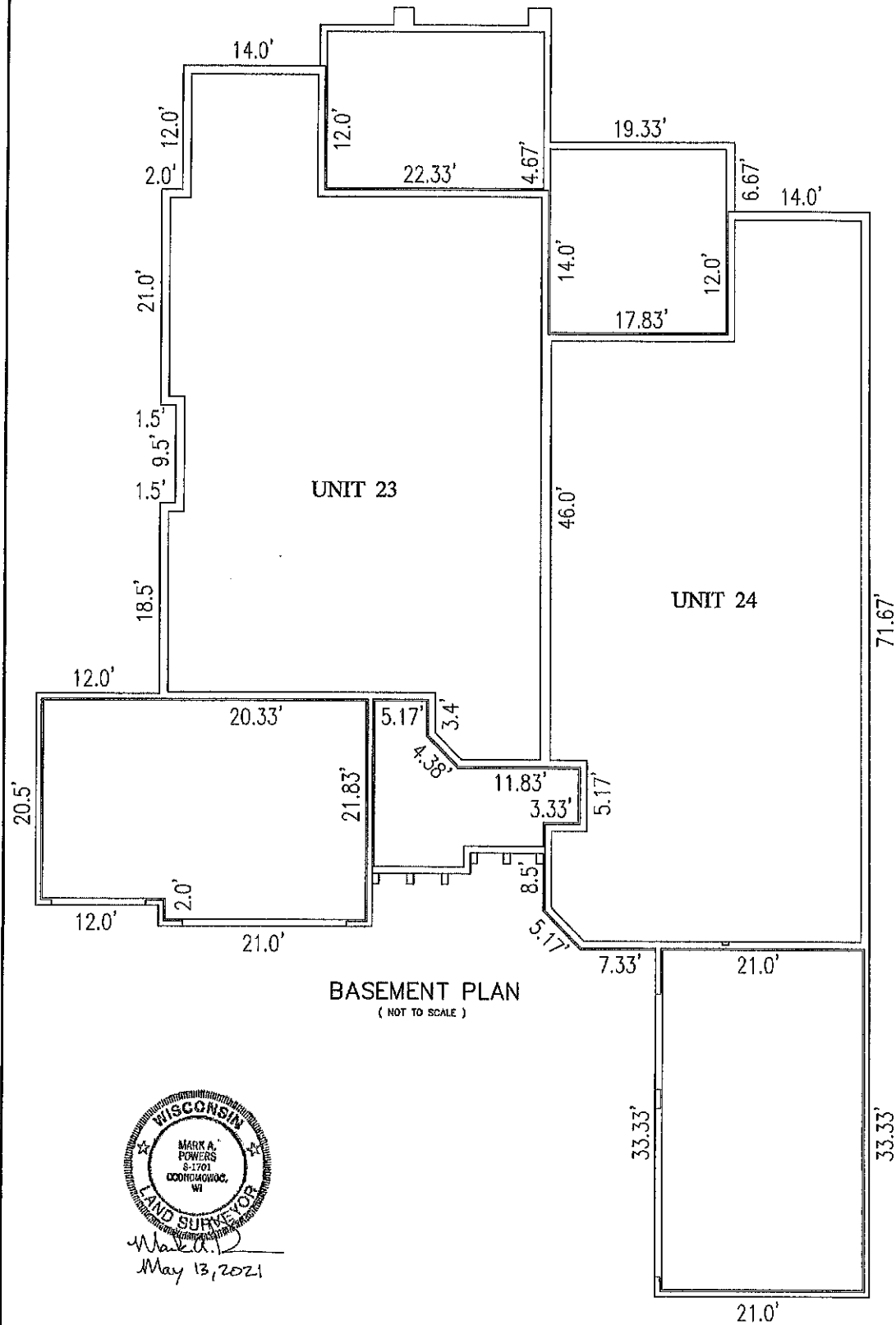
Legal Description of Addendum No. 2 Lands

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 and in the NE 1/4 of the SW 1/4; all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

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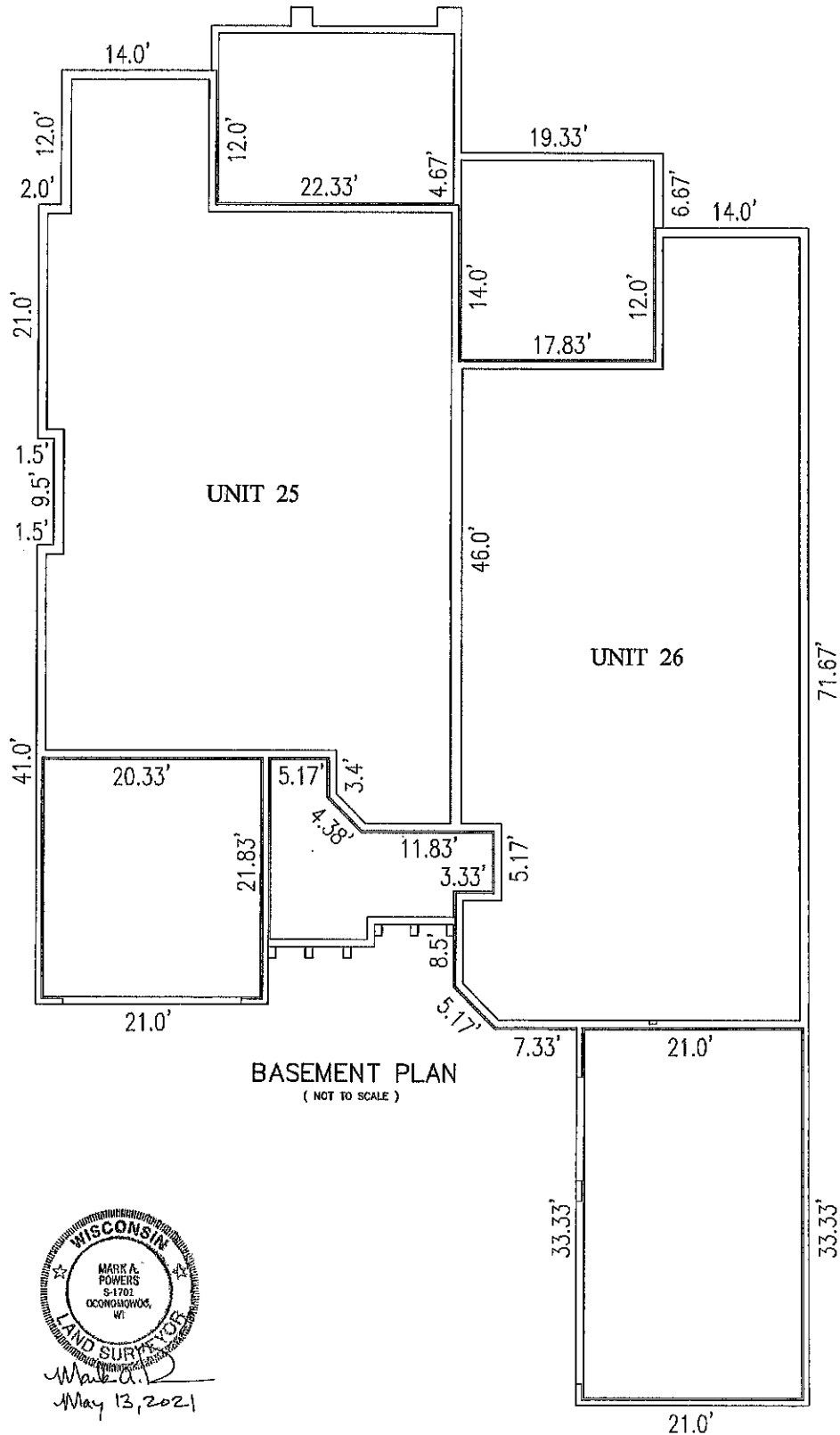
ADDENDUM NO. 2 TO
VESPERA II CONDOMINIUM
BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE
SE 1/4 AND IN THE NE 1/4 OF THE SW 1/4; ALL IN SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



Mark A. Powers
May 13, 2021

ADDENDUM NO. 2 TO
VESPERA II CONDOMINIUM

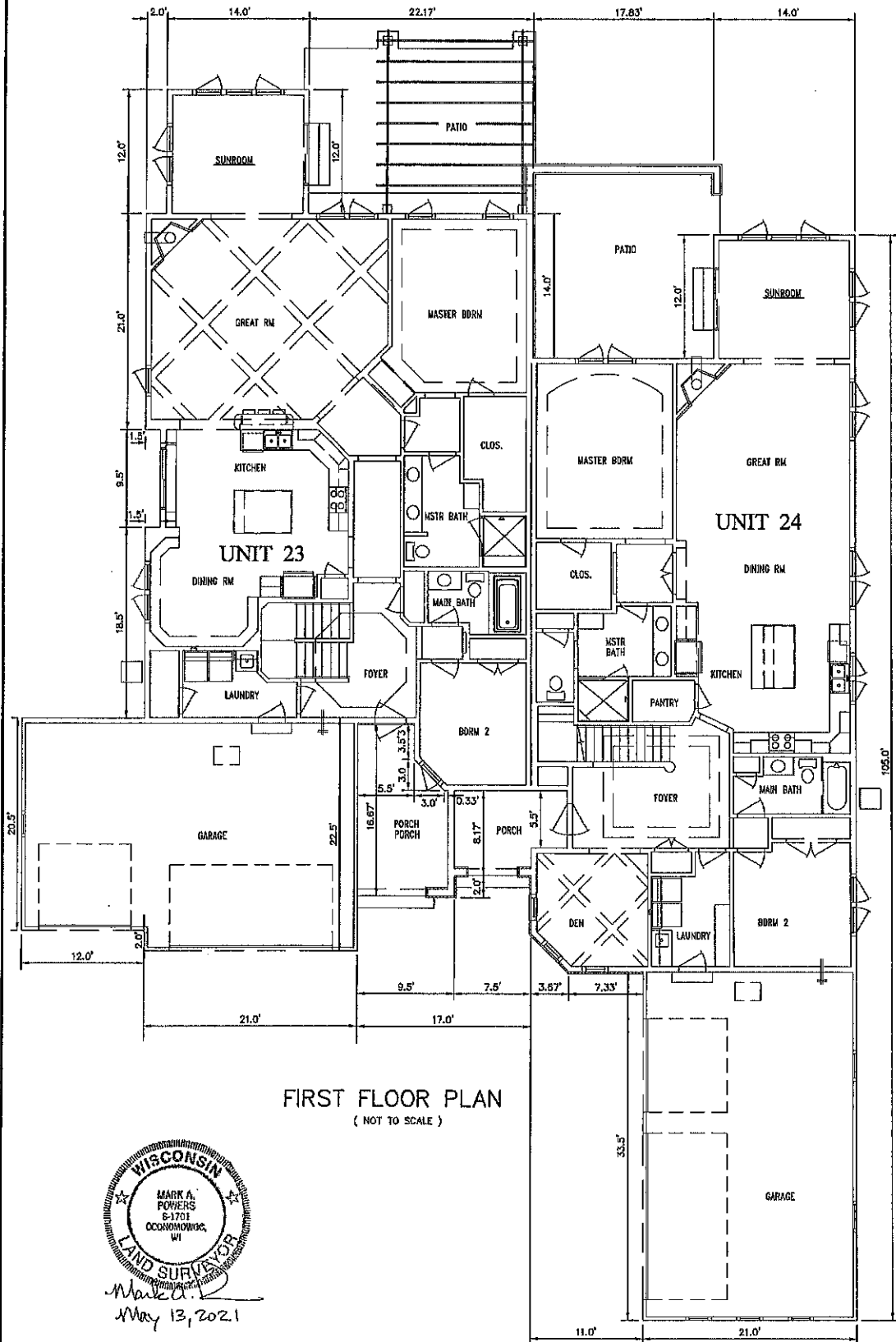
BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE
SE 1/4 AND IN THE NE 1/4 OF THE SW 1/4; ALL IN SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



Mark A. Powers
May 13, 2021

ADDENDUM NO. 2 TO VESPERA II CONDOMINIUM

BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE
SE 1/4 AND IN THE NE 1/4 OF THE SW 1/4; ALL IN SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



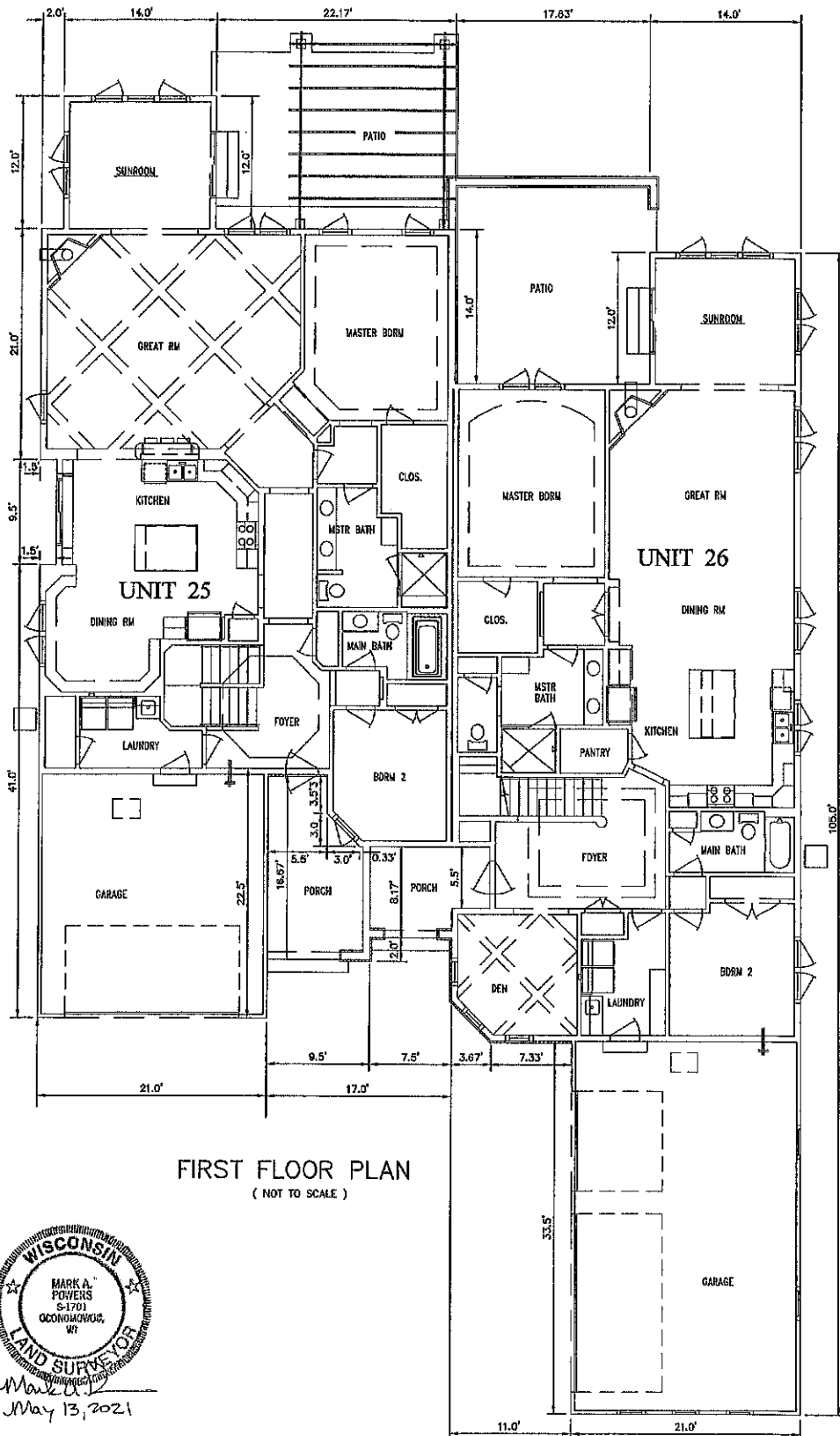
FIRST FLOOR PLAN
(NOT TO SCALE)



Mark A. Powers
May 13, 2021

ADDENDUM NO. 2 TO VESPERA II CONDOMINIUM

BEING A PART OF LOT 1 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE SE 1/4 AND IN THE NE 1/4 OF THE SW 1/4; ALL IN SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



FIRST FLOOR PLAN
(NOT TO SCALE)



Mark A. Powers
May 13, 2021

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

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Less and except the following described

Lands:

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 of Section 9, T.7N.,

R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 197.19 feet to the point of beginning of the hereinafter described lands; thence S88°52'54"E, continuing along said north line, 274.36 feet to a point; thence S01°07'06"W, 66.71 feet to the northernmost corner of Addendum No. 1 to Vespera at Porticello Condominium; thence S53°57'18"W, along the northwesterly line of said addendum, 85.00 feet to the westernmost corner of said addendum; thence S45°49'43"W, 122.90 feet to the northernmost corner of Addendum No. 2 to Vespera at Porticello Condominium; thence S27°26'25"W, along the northwesterly line of said addendum, 157.52 feet to the westernmost corner of said addendum, said point being on the southwestly line of Lot 1 of said C.S.M. No. 7326; thence N62°33'35"W, along said southwestly line, 73.64 feet to a point; thence continuing along said southwestly line N64°24'28"W, 59.57 feet to a point; thence N07°56'20"E, 266.75 feet to a point; thence N58°35'00"E, 45.35 feet to the place of beginning. Said lands containing 72,234 sq. ft. (1.658 acres).

Less and except the following described
Lands:

page 2 of 2

Legal Description of Addendum No. 2 Lands

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 and in the NE 1/4 of the SW 1/4; all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the NW corner of said Lot 1; thence S88°52'54"E, along the North line of said Lot 1, 197.19 feet to the NW corner of Addendum No. 1 to Vespera II Condominium; thence S58°35'00"W, along the westerly line of said Addendum No. 1, 45.35 feet to a point; thence continuing along said westerly line, S07°56'20"W, 266.75 feet to the SW corner of said Addendum No. 1, said point being on the South line of Lot 1 of said C.S.M.; thence N64°24'28"W, along said South line, 168.67 feet to the SW corner of said Lot 1; thence N07°56'20"E, along the West line of said Lot 1, 220.945 feet to the place of beginning. Said lands containing 41,597 sq. ft. (0.955 acres).

4627303

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 22, 2021 07:56 AM

James R Behrend
Register of Deeds

26 PGS

TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR VESPERA II CONDOMINIUM**

Return to:
Craig A. Caliendo
Belforte, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

See Exhibit A
Parcel Number

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
VESPERA II CONDOMINIUM**

This Third Amendment is executed as of this 18th of October 2021, by
BELFORTE, INC., a Wisconsin corporation (hereinafter, the "Declarant").

RECITALS:

A. On March 18, 2020, Declarant executed a Declaration of Condominium for Vespera II Condominium which was recorded with the Waukesha Register of Deeds on March 19, 2020, as Document No. 4460844, which was amended by the First Amendment to Declaration of Condominium for Vespera II Condominium recorded with the Waukesha Register of Deeds on November 10, 2020 as Document No. 4529005, which was further amended by the Second Amendment to Declaration of Condominium for Vespera II Condominium recorded with the Waukesha Register of Deeds on July 30, 2021, as Document No. 4605111 (collectively the "Declaration") and a Condominium Plat recorded on March 19, 2020 as Document No. 4460843, which was amended by Addendum No. 1 to Vespera II Condominium recorded with the Waukesha Register of Deeds on November 10, 2020 as Document No. 4529006, which was further amended by Addendum No. 2 to Vespera II Condominium recorded with the Waukesha Register of Deeds on July 30, 2021 as Document No. 4605110 (collectively the "Condominium Plat"), which together create the Vespera II Condominium (the "Condominium").

B. The Condominium presently includes sixteen (16) Units numbered 1 through 8, inclusive, and numbered 19 through 26, inclusive, but is subject to expansion in accordance with the Declaration.

C. Declarant desires to expand the Condominium pursuant to the terms of this amendment and confirm the final configuration of Units built or under construction.

NOW THEREFORE, Declarant does hereby declare as follows:

1. Expansion. The Condominium is hereby expanded by adding thereto all of that certain real property located in Waukesha County, State of Wisconsin, and more particularly described on Exhibit A attached hereto and made a part hereof.

2. New Units are Created. Ten (10) new units of the Condominium are hereby created. The total number of Units in the Condominium is now twenty-six (26). The ten (10) new Units added pursuant to this Amendment are identified as **Units 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18**, inclusive. Such units shall be positioned as shown on Exhibit B attached hereto and made a part hereof, and for all purposes set forth in the Declaration. Each of the Units in the Condominium shall continue to have an undivided and equal interest in the common elements and common expenses of the Association (that is, **3.846%** per Unit) and shall each have one vote in the Association.

4. Addendum to Condominium Plat. Contemporaneously herewith, Declarant is recording an Addendum to the Condominium Plat. A copy of the Addendum to Condominium Plat is attached hereto as Exhibit B.

5. Revised Definition of Additional Real Estate. With the recording of this Third Amendment and Addendum No. 3 to the Condominium Plat, the Condominium is fully expanded and there is no additional expansion land for the Condominium.

6. Miscellaneous. All capitalized terms used in this Amendment but not defined herein shall have the meanings provided in the Declaration. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Amendment shall be governed by and construed in accordance with the laws of the State of Wisconsin. Except as modified by this Amendment, all provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

DECLARANT CONSENT:

Belforte, Inc., a Wisconsin corporation

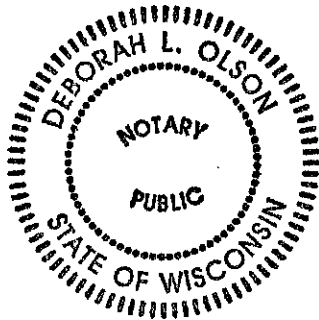
By: 

Craig A. Caliando, President

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Waukesha)

Personally came before me this 18th day of October, 2021, the above-named Craig A. Caliendo, known to me to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation.



Deborah L. Olson
Print Name: Deborah L. Olson
County of Waukesha, State of Wisconsin
My Commission is 5-5-2025

This document drafted by
Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT "A"

Legal Description of Addendum No. 3 Lands

Being a part of Lots 1 and 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waushara County, Wisconsin, more fully described as follows:

Commencing at the NW corner of Lot 1 of said C.S.M. No. 7326; thence S88°52'54"E, along the North line of said Lot 1, 471.55 feet to the NE corner of Addendum No. 1 to Vespera II Condominium and the point of beginning of the hereinafter described lands; thence S88°52'54"E, continuing along said North line, 171.82 feet to the NE corner of said Lot 1, said point being on the westerly right-of-way line of St. Andrews Drive; thence along said westerly line on the following described courses; thence S00°09'44"E, 22.22 feet to a point of curvature; thence 160.57 feet along the arc of a curve to the right, with a radius of 170.00 feet, whose chord bears S26°53'47"W, 154.67 feet to a point of tangency; thence S53°57'18"W, 24.69 feet to the easternmost corner of Addendum No.1 to Vespera at Porticello Condominium; thence along the easterly line of said addendum on the following described courses; thence N36°02'42"W, 68.11 feet to a point; thence N83°53'20"W, 17.85 feet to a point; thence N25°01'56"W, 60.02 feet to the northernmost corner of Addendum No. 1 to Vespera at Porticello Condominium; thence N01°07'06"E, along the easterly line of Addendum No.1 to Vespera II Condominium, 66.71 feet to the place of beginning.

ALSO, Commencing at the NW corner of Lot 1 of said C.S.M. No. 7326; thence S88°52'54"E, along the North line of said Lot 1, 471.55 feet to the NE corner of Addendum No.1 to Vespera II Condominium; thence S01°07'06"W, along the easterly line of said addendum, 66.71 feet to a point; thence continuing along said easterly line, S53°57'18"W, 85.00 feet to the westernmost corner of Addendum No. 1 to Vespera at Porticello Condominium and the point of beginning of the hereinafter described lands; thence S33°39'34"E, along the westerly line of said addendum, 139.12 feet to the southernmost corner of said addendum, said point being on the westerly right-of-way line of St. Andrews Drive; thence along said westerly line 69.89 feet along the arc of a curve to the left, with a radius of 205.00 feet, whose chord bears S44°11'18"W, 69.55 feet to the easternmost corner of Addendum No. 2 to Vespera at Porticello Condominium; thence along the northeasterly line of said addendum, N55°34'45"W, 141.57 feet to the northernmost corner of Addendum No. 2 to Vespera at Porticello Condominium; thence N45°49'43"E, along the easterly line of Addendum No.1 to Vespera II Condominium, 122.90 feet to the place of beginning.

ALSO, beginning at the NE corner of Lot 2 of said C.S.M. No. 7326, said point being on the easterly right-of-way line of St. Andrews Drive; thence S00°09'44"E, along the east line of said C.S.M. and as extended, 424.65 feet to the north line of Vespera II Condominium; thence S89°50'16"W, along the north line of said condominium, 93.47 feet to the east line of Vespera at Porticello Condominium; thence N00°17'00"W, along said east line, 36.66 feet to a point; thence N48°52'12"W, along the northeasterly line of said condominium, 56.67 feet to a point; thence N86°36'42"W, along the north line of said condominium, 111.38 feet to the NW corner of said condominium, said point being on the easterly right-of-way line of St. Andrews Drive; thence along said easterly line on the following described courses; thence 107.90 feet along the arc of a curve to the right, with a radius of 145.00 feet, whose chord bears N32°38'13"E, 105.43 feet to a point of tangency; thence N53°57'18"E, 117.25 feet to a point of curvature; thence 217.24 feet along the arc of a curve to the left, with a radius of 230.00 feet, whose chord bears N26°53'47"E, 209.25 feet to the place of beginning. Said lands containing 79,589 sq. ft. (1.827 acres).

EXHIBIT B

Vespera II Condominium Plat – Addendum No. 3

ADDENDUM NO. 3 TO VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN
THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR

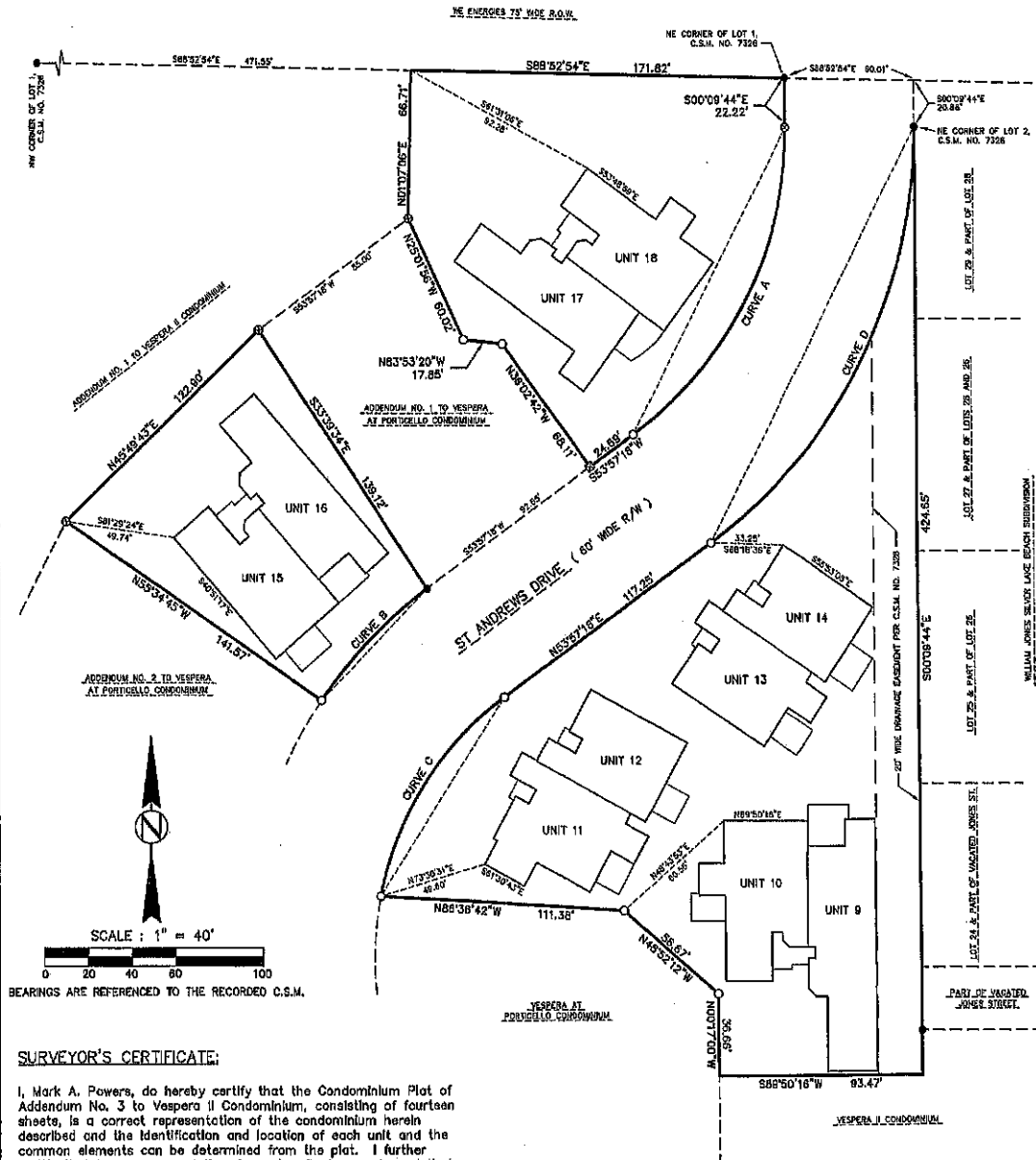
MARK A. POWERS, PLS 1701
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI. 53066
(262)566-9331

LEGEND

- - 1.25" DIA. IRON PIPE FOUND
- - 3/4" DIA. IRON REBAR FOUND
- ⊙ - P.K. NAIL FOUND IN P.V.M.T
- ⊠ - SCRIBED CROSS FOUND IN CONC

SURVEY FOR

BELFORTE, INC.
700 PILGRIM PARKWAY, SUITE 100
ELM GROVE, WI. 53122



SURVEYOR'S CERTIFICATE:

I, Mark A. Powers, do hereby certify that the Condominium Plot of Addendum No. 3 to Vespera II Condominium, consisting of fourteen sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from this plot. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 7th day of August, 2021.



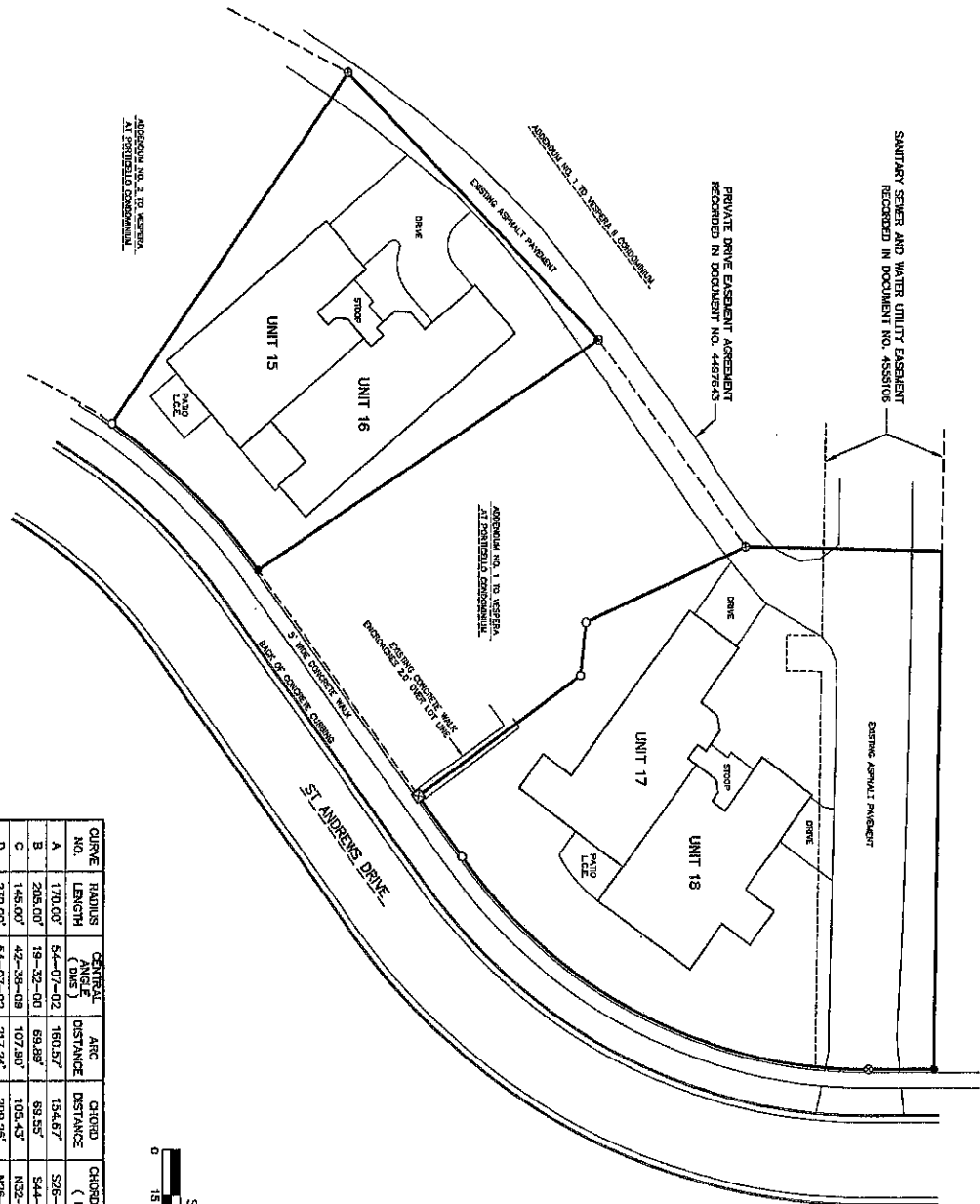
Mark A. Powers
Mark A. Powers, P.L.S. No. 1701

GENERAL NOTES:

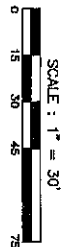
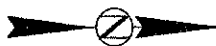
- 1) COMMON ELEMENTS: THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM DESCRIPTION, EXCEPT THE UNITS.
- 2) LIMITED COMMON ELEMENTS: THE LIMITED COMMON ELEMENT (L.C.E.) PORTION OF THE COMMON ELEMENT SHALL CONSIST OF ALL COMMON ELEMENTS THAT ARE OWNED BY LESS THAN ALL OF THE UNIT OWNERS. SUCH LIMITED COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO COURTYARDS, PORCHES, DECKS, DRIVEWAYS AND WALKS WHICH SERVICE AND / OR ARE APPURTENANT TO ONE OR MORE UNITS, BUT LESS THAN ALL OF THE UNITS.
- 3) ADDENDUM NO. 3 LAND AREA = 79,689 SQ. FT. (1.827 ACRES)
- 4) SEE SHEETS 2 THRU 14 FOR CONDOMINIUM DETAILS
- 5) SEE SHEET 2 OF 14 FOR CURVE DATA TABLE
- 6) SEE SHEET 4 OF 14 FOR CONDOMINIUM ADDENDUM LEGAL DESCRIPTION

ADDENDUM NO. 3 TO VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN
THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



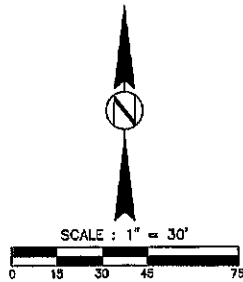
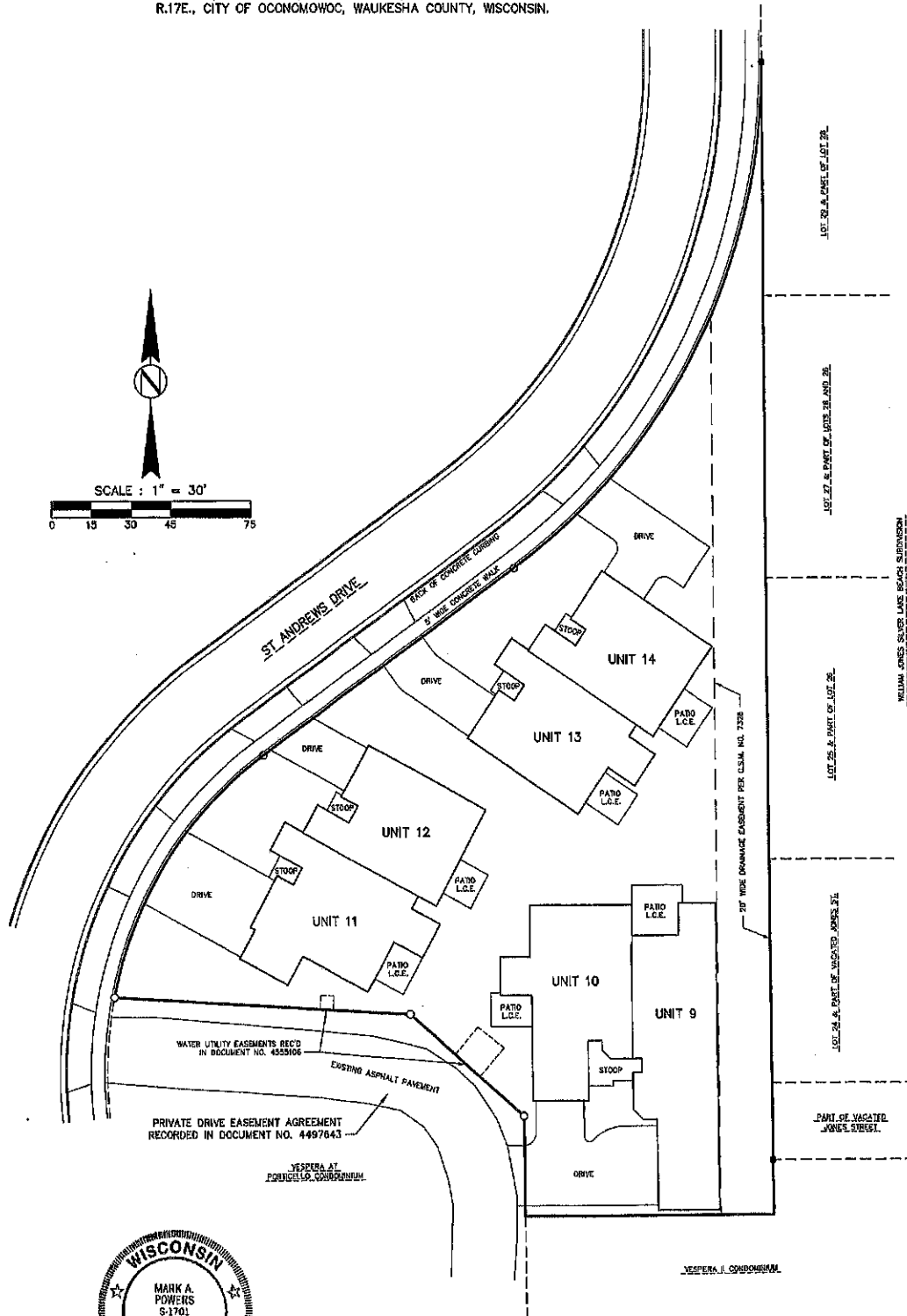
CURVE NO.	RADIUS LENGTH	CENTRAL ANGLE (DEG.)	ARC DISTANCE	CHORD DISTANCE	CHORD BEARING (DEG.)	TAN BEARING 1 (DEG.)	TAN BEARING 2 (DEG.)
A	170.00'	54-07-02	160.57'	154.67'	S76-53-47W	S00-09-44E	S53-57-18W
B	206.00'	19-32-00	69.88'	69.85'	S44-11-18W	S53-57-18W	S34-26-18W
C	149.00'	42-36-08	107.80'	105.43'	N32-38-13E	N11-19-09E	N53-57-18E
D	230.00'	54-07-02	217.24'	208.25'	N26-53-47E	N53-57-18E	N00-09-44W



Mark A. Powers
August 7, 2021

ADDENDUM NO. 3 TO VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7328, LOCATED IN
THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



Mark A. Powers
August 7, 2021

ADDENDUM NO. 3 TO
VESPERA II CONDOMINIUM

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R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

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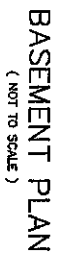
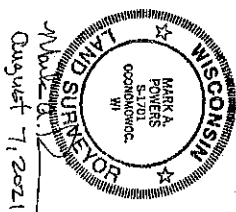
Mark A. Powers
August 7, 2021

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



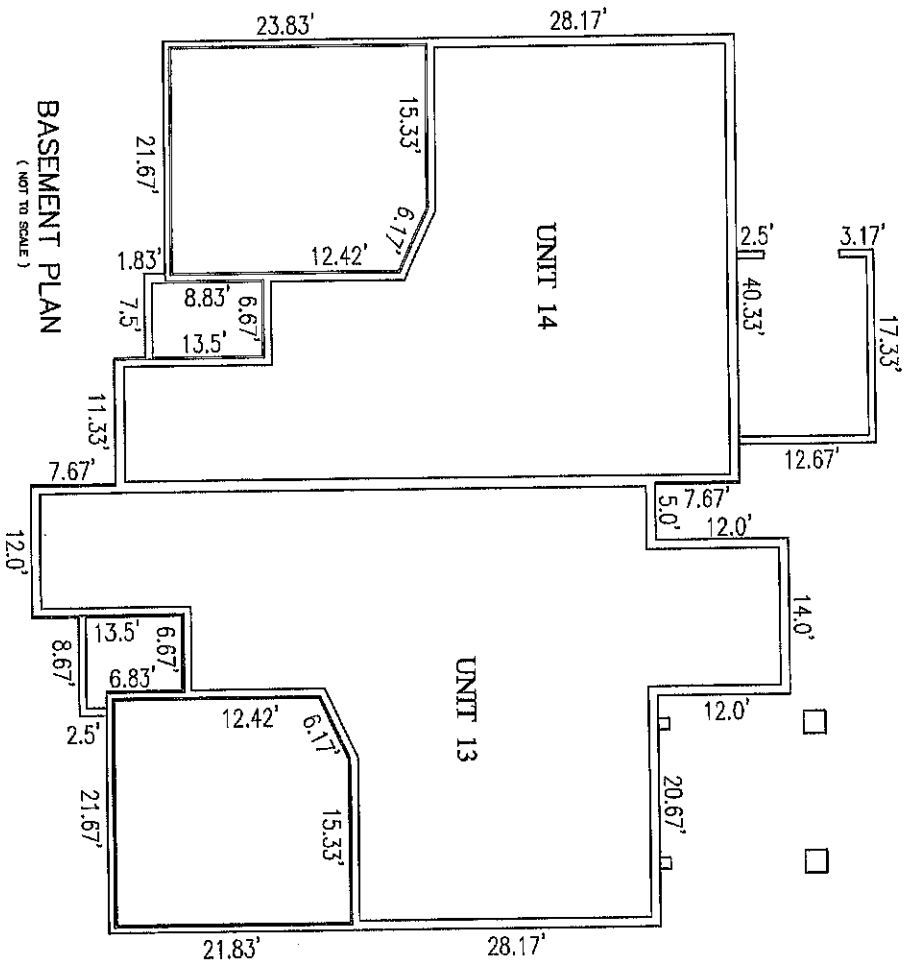
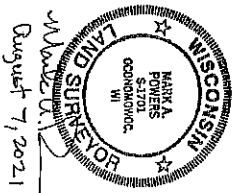
Mark A. [Signature]
August 7, 2021

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N., R.17E, CITY OF OCONOMOC, WAUKESHA COUNTY, WISCONSIN.



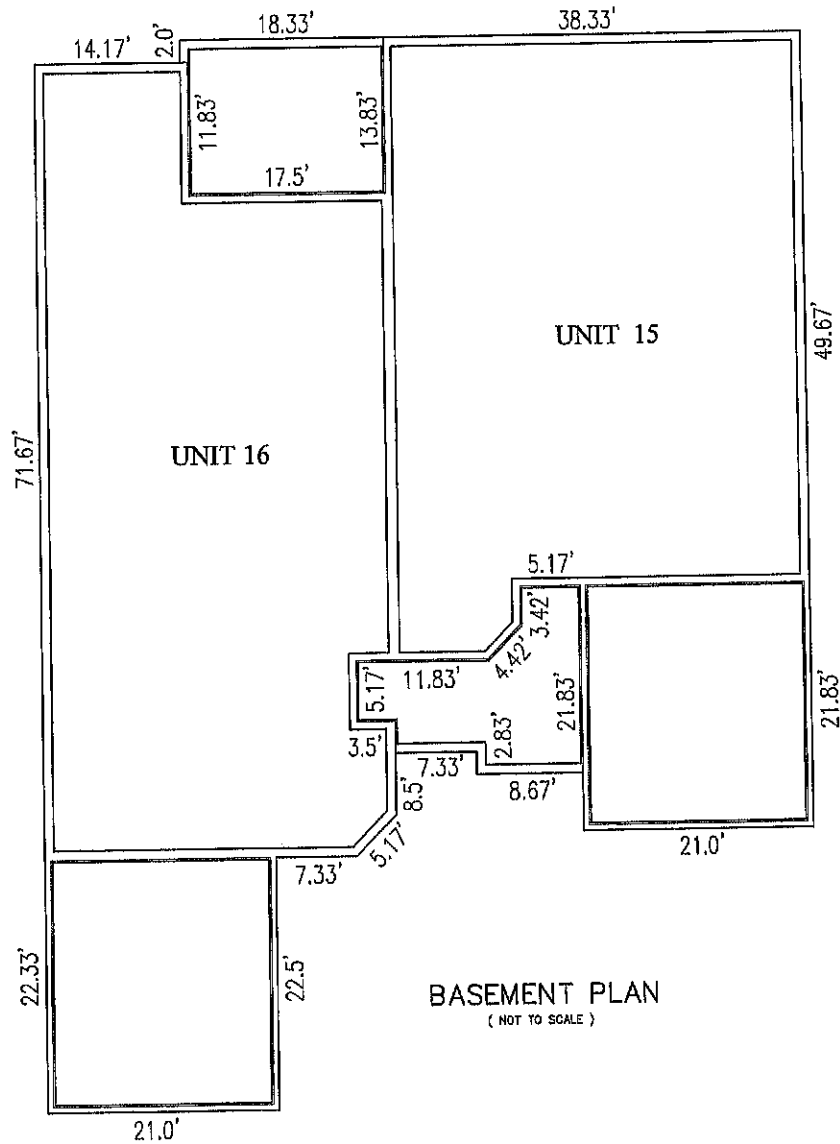
ADDENDUM NO. 3 TO VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN
THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 8, T7N,
R17E, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



ADDENDUM NO. 3 TO
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN
THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

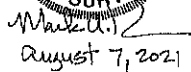


BASEMENT PLAN
(NOT TO SCALE)



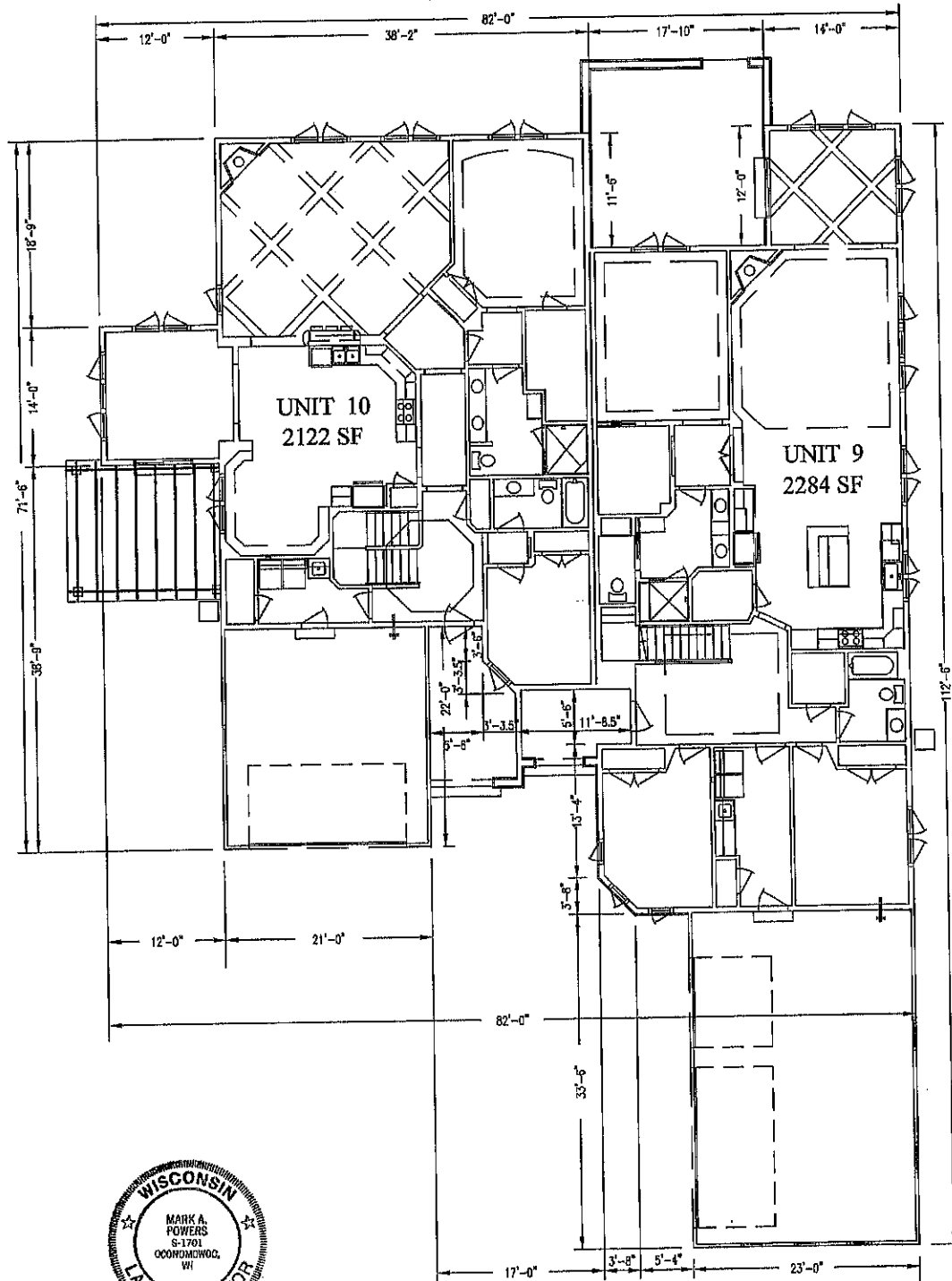
Mark A. Powers
August 7, 2021

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4, AND IN THE NE 1/4 OF THE SW 1/4, ALL IN SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

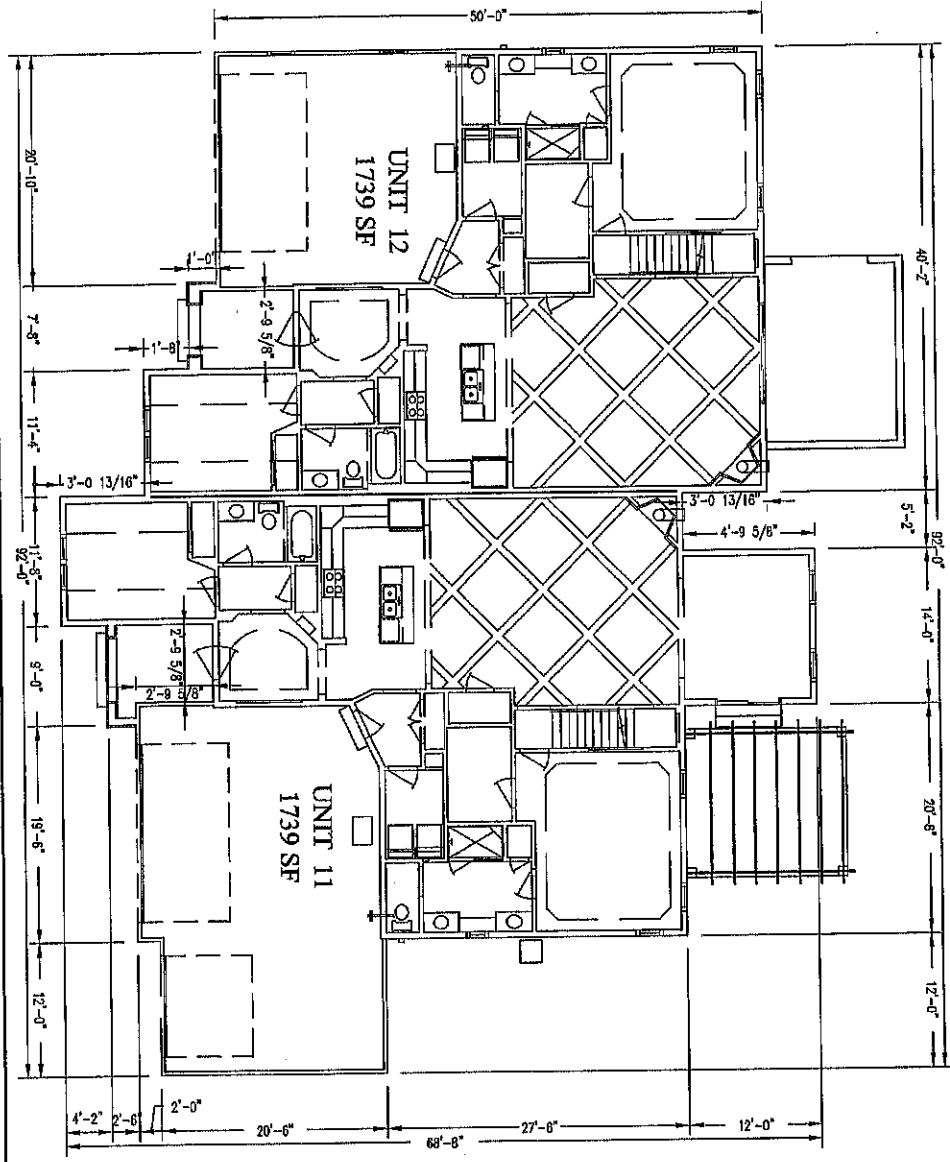
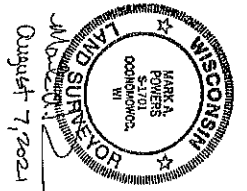
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Mark A. [Signature]
August 7, 2021

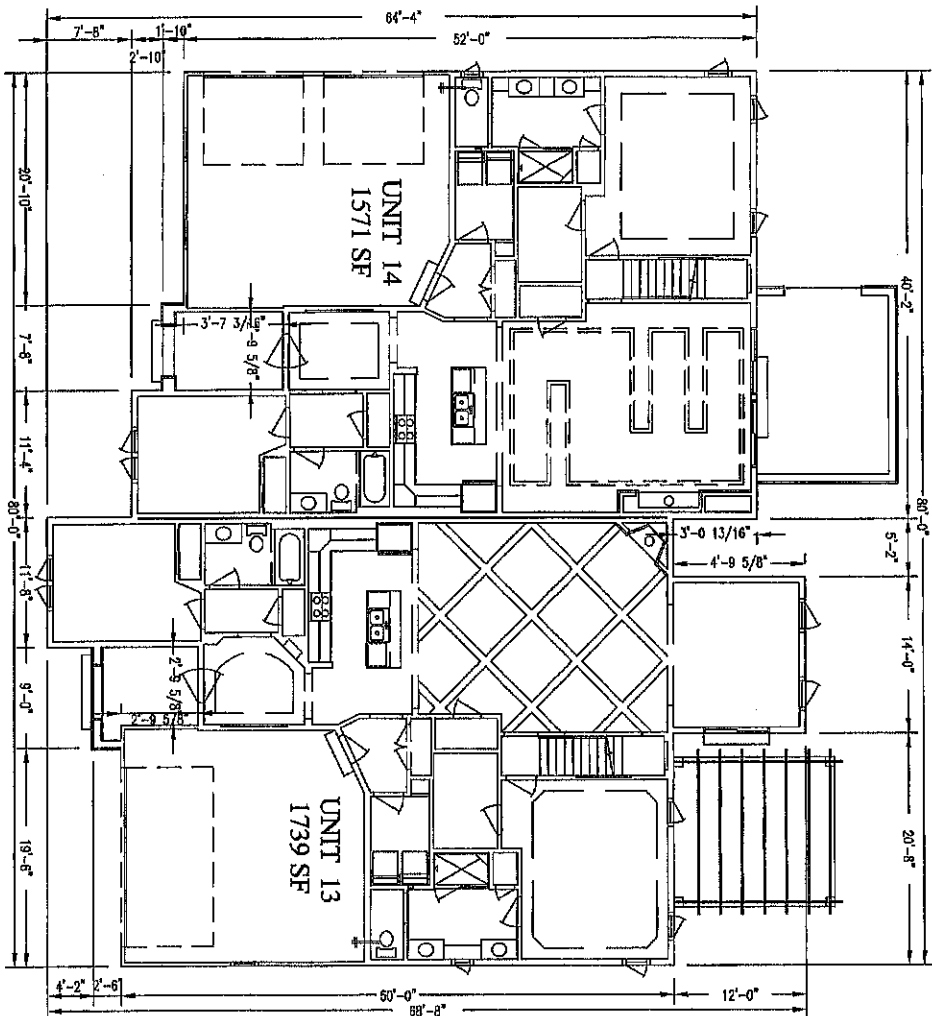
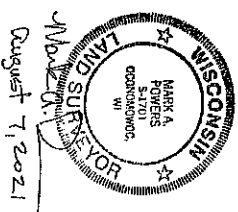
FIRST FLOOR PLAN (NOT TO SCALE)

ADDENDUM NO. 3 TO
VESPERA II CONDOMINIUM
 BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN
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 R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.



(NOT TO SCALE)

ADDENDUM NO. 3 TO
VESPERA II CONDOMINIUM
BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7336, LOCATED IN
THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N.,
R.17E., CITY OF OCONOMOC, WALKERSHA COUNTY, WISCONSIN.



BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

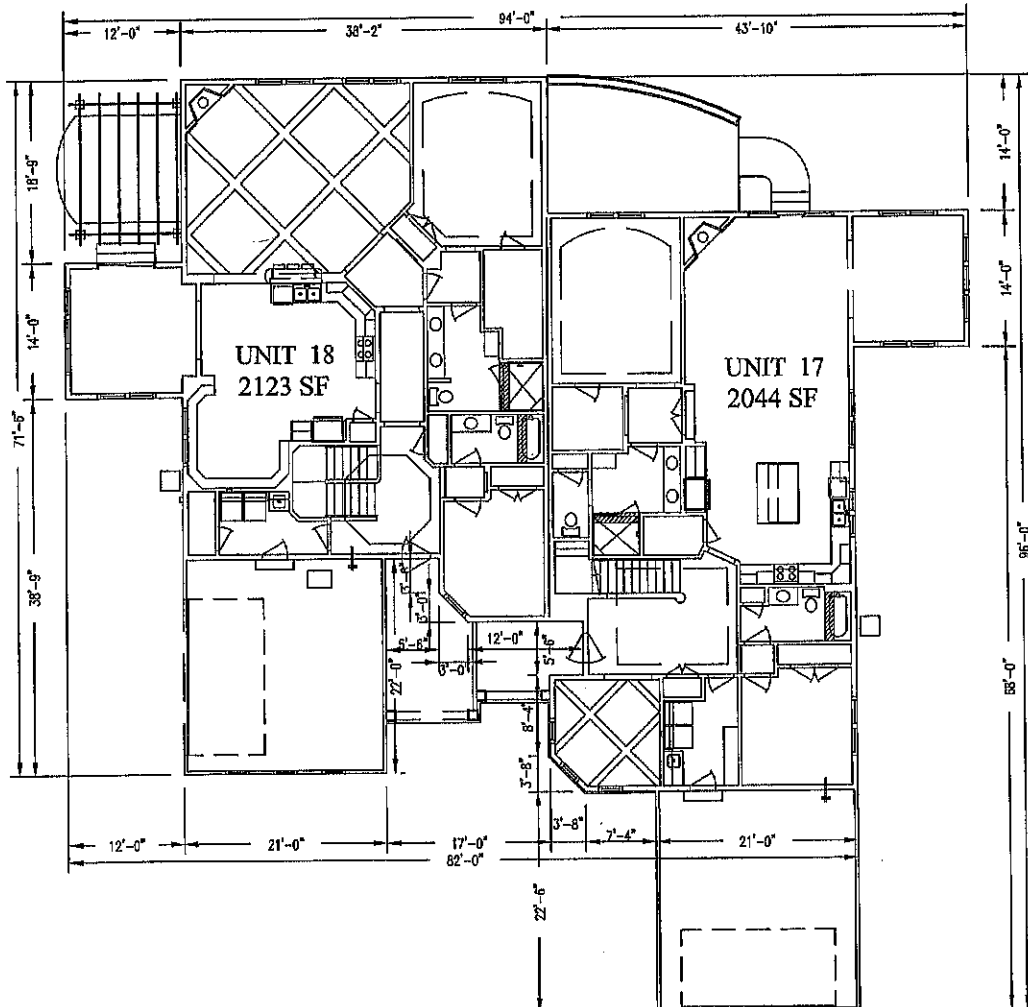
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ADDENDUM NO. 3 TO
VESPERA II CONDOMINIUM

BEING A PART OF LOTS 1 AND 2 OF C.S.M. NO. 7328, LOCATED IN
THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 8, T.7N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

FIRST FLOOR PLAN
(NOT TO SCALE)



Mark A. Powers
August 7, 2021

BYLAWS
OF
VESPERA II CONDOMINIUM ASSOCIATION INC., a Wisconsin
corporation

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BYLAWS OF
VESPERA II CONDOMINIUM ASSOCIATION INC., a Wisconsin
corporation

ARTICLE I

NAME AND ADDRESS

1.01 Name; Purpose. The name of the corporation shall be VESPERA II CONDOMINIUM ASSOCIATION INC., a Wisconsin corporation (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02 Address. The principal office of the Association shall be located at 700 Pilgrim Parkway, Suite 100, Elm Grove, Wisconsin 53122. This address shall also be the mailing address of the Association.

1.03 Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors and assigns and shall govern the use, occupancy, operation and administration of the Condominium.

1.04 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for VESPERA II CONDOMINIUM, executed by BELFORTE, INC, a Wisconsin corporation (the "Declarant") and recorded in the office of the Waukesha County Register of Deeds (the "Declaration").

1.05 Non-Profit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any member or individual. Following the Association's winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member's membership interest. Furthermore, following the wind-up of the Association's affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees or assessments) following the wind-up of its affairs shall, at the time of the Association's liquidation, be distributed to a religious, scientific, educational, benevolent or other corporation or association that is organized and conducted for pecuniary profit.

ARTICLE II

MEMBERSHIP

2.01 Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02 Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03 Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04 Membership Certificates. Membership certificates shall not be issued.

2.05 Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract or fulfillment, as the case may be.

2.06 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer

of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07 Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08 Quorum. Unit Owners holding thirty-five percent (35%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09 Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law or these Bylaws, in which case such express provision shall apply.

2.10 Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11 Voting Designations of Multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners of such Unit. If no designation has been made, then any of the multiple Unit Owners present at the meeting in person or by proxy shall be entitled to cast the entire vote for the Unit, provided that if more than one multiple Unit Owner is so present, each multiple Unit Owner shall be entitled only to vote its proportionate share of the vote appurtenant to the Unit.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Place. All meetings of the Unit Owners shall be held at a place in Waukesha County, Wisconsin, that shall be stated in the notice of the meeting.

3.02 Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Tuesday of the first April after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Tuesday of April of each succeeding year. Business transacted at annual meetings shall be limited to the purposes stated in the notice of such meeting.

3.03 Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the purposes stated in the notice of such meeting.

3.04 Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than sixty (60) days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05 Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06 Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and approval of minutes and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08 Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to the greater of: (a) the number of votes that would be required to approve the matter at a meeting attended by one hundred percent (100%) of the Unit Owners entitled to vote or (b) fifty-one percent (51%) of the total number of votes in the Association.

3.09 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01 Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to four (4) to comply with the statutory proportions. At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). Upon the earlier of (a) the tenth anniversary of the date the Declaration is recorded, or (b) thirty days after the date Declarant has conveyed seventy-five percent (75%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to five (5). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only. In the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02 Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as

provided in Section 7.02 of the Declaration. Not later than thirty (30) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all five (5) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03 Election of Directors. At least one (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors which may provide for the acceptance of nominations up to and through the date of the annual meeting. All nominations shall be mailed or otherwise delivered to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04 Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05 Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director

may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06 Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01 Annual Meetings. Until the expiration of Declarant control as described in Section 7.02 of the Declaration, the annual meeting of the Board of Directors shall be held annually on the second Tuesday of April at the time and place designated in the notice of such meeting. Thereafter, annual meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02 Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03 Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04 Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05 Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees (if appropriate).
- (f) Election of officers (if appropriate).
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

5.06 Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01 Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures and reserves.
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses.
- (c) Manage, maintain, repair, replace, improve, operate and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association.
- (d) Grant easements, licenses and rights-of-way through or over the Common Elements.

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.

(f) Sue on behalf of all Unit Owners.

(g) Make contracts and incur liabilities.

(h) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium.

(j) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements and any property owned or leased by the Association.

(k) Adopt, amend and repeal rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation or amendment.

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association.

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts.

(p) Maintain such reserve funds for the operation, maintenance, repair and replacement of Common Elements, Limited Common Elements and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law.

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01 Officers. The principal officers of the Association shall be the president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association, except the person holding the office of President shall not hold any other office in the Association.

7.02 Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its annual meeting.

7.03 Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05 Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07 Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to

act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08 Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09 Fidelity Bonds; Directors' and Officers' Insurance. The Board of Directors may require that any officers, agents or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice. All premiums for such insurance shall be Common Expenses.

ARTICLE VIII

BOOKS AND RECORDS

8.01 Inspection. The books, records, minutes, papers and membership list of the Association shall at all times, during reasonable business hours, be subject

to inspection by any Unit Owner. The Declaration, the Articles and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE IX

BUDGET, ASSESSMENT AND ANNUAL REPORT

9.01 Fiscal Year. The fiscal year of the Association shall begin on the first day of May and end on the last day of April.

9.02 Budget. Throughout the period of Declarant control as described in Section 7.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning May 1 through April 30 of the succeeding year.

9.03 Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of March of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of arrival.

9.04 Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05 Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the

date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less in addition to a late fee in the amount of \$150.00. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06 Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees and guests of such Unit Owner, occupants and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the

Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. In the event the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association or (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02 Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption

that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her

reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues or matters in connection with any proceeding, but not as to other claims, issues or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of Association.

12.07 Limited Liability of Directors and Officers.

(a) Except as provided in Sections 12.07(b) and 12.07(c), a director or officer is not liable to the Association, its members or creditors,

or any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority or agency in its capacity as a private party or contractor.

12.08 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses and limitation of liability created hereby are independent and severable and, in the event that any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09 Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a

director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Seal. The Association shall not have a corporate seal.

13.02 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act and the Wisconsin Nonstock Corporation Law. In the event any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03 Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall

be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.



Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation: Vespera II Condominium Association, Inc.

Principal Office

Mailing Address: 700 Pilgrim Parkway, Suite 100

City: Elm Grove

State: WI

Zip Code: 53122

Registered Agent

Registered Agent Individual: CRAIG CALIENDO

Name of Entity:

Street Address: 700 Pilgrim Parkway, Suite 100

City: Elm Grove

State: WI

Zip Code: 53122

Select Statement

Select one statement: The corporation will have members

Is this corporation authorized to make distributions under the statute?: Yes

This document was drafted by: Craig Callendo

Incorporator

Name: Craig Callendo

Street Address: 700 Pilgrim Parkway, Suite 100

City: Elm Grove

State: WI

Zip Code: 53122

Incorporator Signature

I understand that checking this box constitutes a legal signature: Yes

Incorporator Signature: Craig Callendo

Optional Articles

The purpose(s) for which the corporation is incorporated: Condominium Owners Association

Delayed Effective date:

**PROPERTY MANAGEMENT AGREEMENT
FOR
VESPERA II CONDOMINIUM**

This Agreement (the "Agreement") is entered into effective February 1, 2020, by and between Vespera II Condominium Association, Inc. (the "Association") which is established in accordance with the laws of the State of Wisconsin for the property known as Vespera II Condominium located in Oconomowoc, WI (the "Property"), and Kings Way Realty, LLC, a Wisconsin limited liability company (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board") on behalf of the Association, hereby appoints Agent to manage the Property.

The parties further agree as follows:

SECTION 1: TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property from February 1, 2020 to December 31, 2023 (the "Initial Term"). Upon the expiration of the Initial Term, the term of this agreement shall be automatically extended, on an annual basis, from January 1st of each calendar year until December 31st of said calendar year, unless this Agreement is terminated as provided in section 10 below.

SECTION 2: SERVICES OF AGENT

Agent shall manage the Property pursuant the terms of this Agreement. Agent shall perform the following services and the Association hereby gives Agent the authority and power required to perform these services:

- a) Preparation of necessary budgets, including the operational budget and capital projects budget (which includes providing an analysis on the life span and cost to repair exterior of buildings, including roofs, siding, trim and painting, and the life span and cost to repair all private asphalt drives and parking areas within the common areas)
- b) Collection of Assessments/Maintenance Fees
- c) Maintain Records of Income and Expenses
- d) Maintain Common Elements, which includes, but is not limited to, contracting for landscape maintenance, snow removal and repair/improvements to the common areas
- e) Payment of Expenses
- f) Obtain appropriate hazard and liability insurance and maintain records of insurance
- g) Make all necessary filings for the Association
- h) Invest capital reserve funds in investments, as approved by the Association Board of Directors
- i) Provide correspondence to the Association
- j) Organize, announce and participate in owners' meetings

SECTION 3: AGENTS COMPENSATION

The Association shall pay Agent a management fee of \$10 per month for each sold/closed condominium unit in the Property.

SECTION 4: OTHER ITEMS OF MUTUAL AGREEMENT

Compensation to Agent for non-routine services such as insurance claim administration, assisting in legal process due to eviction or other law suits, ad valorem tax work, extensive market study analysis or other consulting services incurred by Agent or its representative, as applicable, will be negotiated on a per occurrence basis. Any additional fees charged by Agent for any of the aforementioned services must be approved by the Board prior to incurring any such expenses.

SECTION 5: OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent and itself against liability and bear the expense of any and all litigation against the Property, Agent and the Association as stated below. In addition, the Association shall, through its Board, approve an Annual Budget for the Property.

SECTION 6: SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging the negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs and expenses incurred to represent Agent in regard to a claim, proceeding, or suite involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property. Any intentional or criminal acts of the Agent resulting in liability may cause this section to be null and void.

SECTION 7: ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry, at its own expense, public liability, fire and extended coverage, and workers compensation insurance and such other insurance as may be necessary or appropriate. Such insurance policies shall be procured by the Agent on behalf of the Association and name both the Association and Agent as insured, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent.

SECTION 8: PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceedings or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination thereof, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

SECTION 9: TERMINATION OF AGREEMENT

After the expiration of the Initial Term, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. Upon termination of this Agreement, the Agent shall turn over the Association

the books and records in the possession of Agent. The books and records shall be updated by Agent through the termination date and a listing of all unpaid expenses shall be provided to the Association.

SECTION 10: NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other addresses Agent or the Association may specify hereafter in writing:

TO AGENT: Kings Way Realty, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
Attn: Craig Caliendo

TO THE ASSOCIATION:
Vespera II Condominium Association, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
Attn: Craig Caliendo

SECTION 11: AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent, and the heirs, administrators, successors and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interests under this Agreement without the prior written consent of the Association.

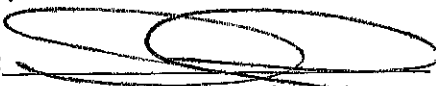
SECTION 12: SIGNATURES

This Agreement may be signed in counterparts and a facsimile signature may be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of March 1, 2017.

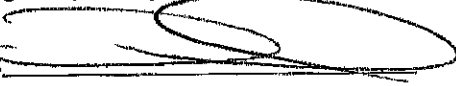
ASSOCIATION:

Vespera II Condominium Association, Inc.

By: 
Craig A. Caliendo, President/Director

AGENT:

Kings Way Realty, LLC

By: 
Craig A. Caliendo, President

VESPERA II CONDOMINIUM ASSOCIATION INC.
Oconomowoc, WI

Budgeted Units/Month	114
Actual Units/Month	109

2022 - ACTUAL		
Budget	Act/Bdgt	Variance
\$350	\$350	

Revenue:

Association Dues	\$ 39,900	\$ 38,150	\$ (1,750)
PY Advance Dues	\$ -	\$ -	\$ -
New Purchase Dues (reserve acct)	\$ 4,900	\$ 4,200	\$ (700)
Total Revenue	\$ 44,800	\$ 42,350	\$ (2,450)
Capital Reserve Contributions	\$ 4,000	\$ 4,000	\$ -
New Purchase Dues (reserve acct)	\$ 4,900	\$ 4,200	\$ (700)
Net Available for Operations	\$ 35,900	\$ 34,150	\$ (1,750)

Expenses:

			Variance
Management Fee	\$ -	\$ -	\$ -
Special Events- Misc	\$ 150	\$ -	\$ (150)
HOA Tax Return	\$ 90	\$ 90	\$ -
Corp Misc (includes tax payments)	\$ 10	\$ 10	\$ -
Grounds (Mowing, etc)	\$ 14,500	\$ 15,331	\$ 831
Landscape Materials/Service	\$ -	\$ -	\$ -
Snow Removal	\$ 8,000	\$ 4,724	\$ (3,276)
Misch - Mulch	\$ -	\$ -	\$ -
Irrigation System/Repair	\$ 2,800	\$ 654	\$ (2,146)
Water for Irrigation	\$ 1,750	\$ 1,170	\$ (580)
Genrl Bldg Maint	\$ -	\$ -	\$ -
Paving Repairs & Sealing	\$ -	\$ -	\$ -
Property/Liability Insurance	\$ 7,500	\$ 11,256	\$ 3,756
Total Expenses w/o Reserve	\$ 34,800	\$ 33,235	\$ (1,565)

Net Cash Flow from Operations

Over/Under Budget

\$ 1,100 \$ 915

NET OPERATIONS:

Operational Account Cash Balance 1/1
PY Advance Dues (already in Cash)
Net Cash from Operations
Reserve Contributions
Change in Cash
Operational Account Cash Balance 12/31

2022	
Budget	Actual (est)
\$ 4,179	\$ 4,179
\$ -	\$ -
\$ 1,100	\$ 915
\$ -	\$ -
\$ 1,100	\$ 915
\$ 5,279	\$ 5,094

CAPITAL RESERVE FUND:

Capital Reserve Cash Balance 1/1
Reserve Acct Interest
Reserve Contributions
New Owner Contributions
Taxes on Interest
Less Capital Improvements
Change in Capital Reserve
Capital Reserve Cash Balance 12/31

Budget	Actual (est)
\$ 4,200	\$ 4,200
\$ -	\$ -
\$ 4,000	\$ 4,000
\$ 4,900	\$ 4,200
\$ -	\$ -
\$ -	\$ -
\$ 8,900	\$ 8,200
\$ 13,100	\$ 12,400

Budgeted Units/Month	174
Actual Units/Month	0

2023 - BUDGET		
Budget	Act/Bdgt	Variance
\$350	\$350	

\$ 60,900	\$ -	\$ (60,900)
\$ -	\$ -	\$ -
\$ 4,900	\$ -	\$ (4,900)
\$ 65,800	\$ -	\$ (65,800)
\$ 6,960	\$ -	\$ (6,960)
\$ 4,900	\$ -	\$ (4,900)
\$ 53,940	\$ -	\$ (53,940)

			Variance
\$ -	\$ -	\$ -	\$ -
\$ 150	\$ -	\$ (150)	\$ (150)
\$ 90	\$ -	\$ (90)	\$ (90)
\$ 10	\$ -	\$ (10)	\$ (10)
\$ 16,000	\$ -	\$ (16,000)	\$ (16,000)
\$ 500	\$ -	\$ (500)	\$ (500)
\$ 11,000	\$ -	\$ (11,000)	\$ (11,000)
\$ 3,000	\$ -	\$ (3,000)	\$ (3,000)
\$ 2,800	\$ -	\$ (2,800)	\$ (2,800)
\$ 2,800	\$ -	\$ (2,800)	\$ (2,800)
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 14,500	\$ -	\$ (14,500)	\$ (14,500)
\$ 50,850	\$ -	\$ (50,850)	\$ (50,850)

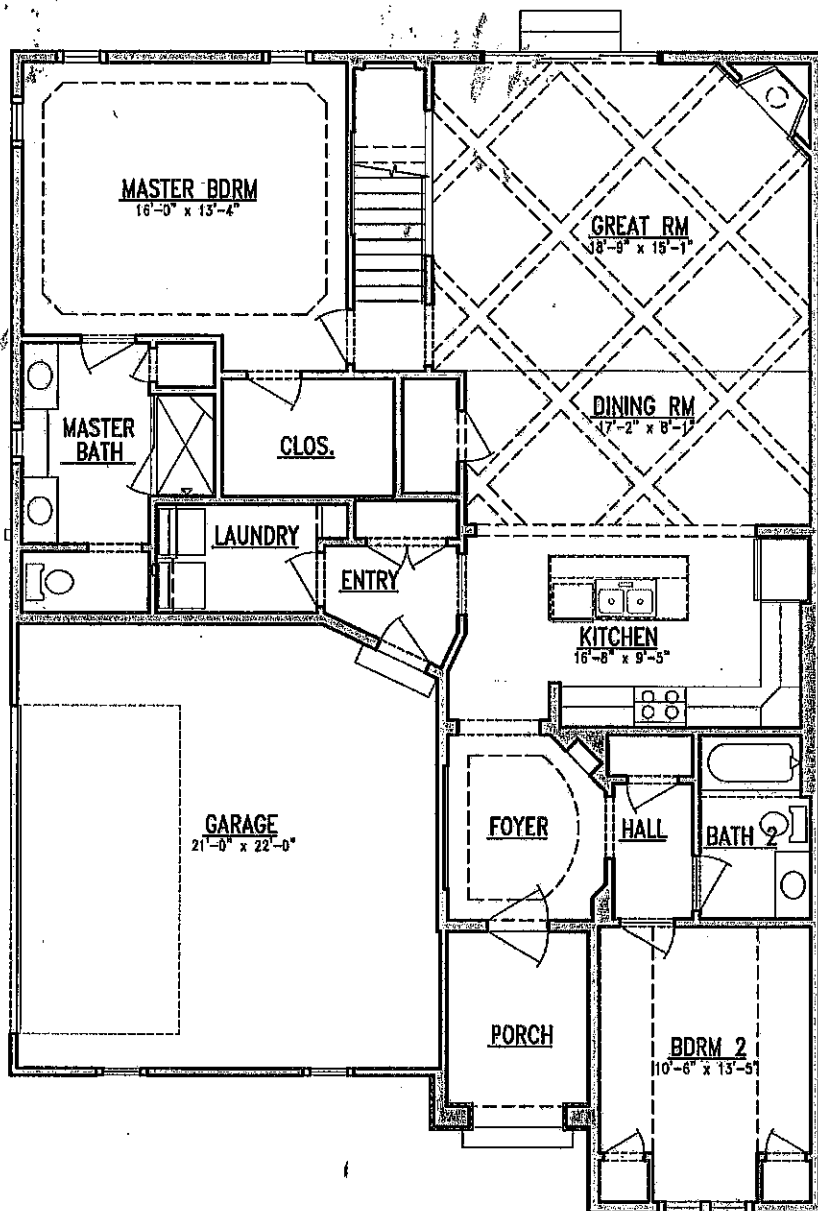
\$ 3,090 \$ -

2023	
Budget	Actual (est)
\$ 5,094	\$ -
\$ -	\$ -
\$ 3,090	\$ -
\$ -	\$ -
\$ 3,090	\$ -
\$ 8,184	\$ -

Budget	Actual (est)
\$ 12,400	\$ -
\$ -	\$ -
\$ 6,960	\$ -
\$ 4,900	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 11,860	\$ -
\$ 24,260	\$ -

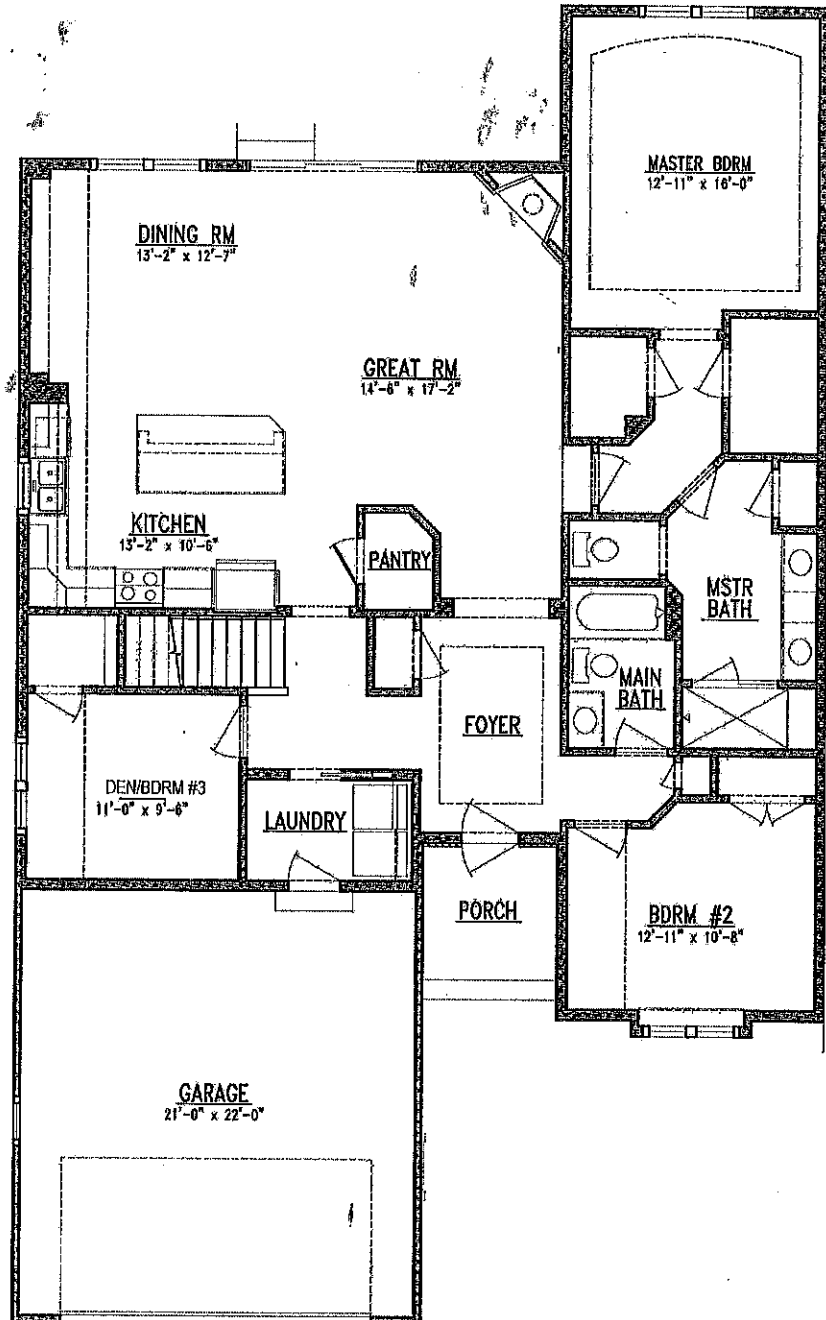


Barolo



1,570 Square Feet
2 Bedrooms
2 Full Bathrooms

Cortese



1,760 Square Feet
3 Bedrooms
2 Full Bathrooms

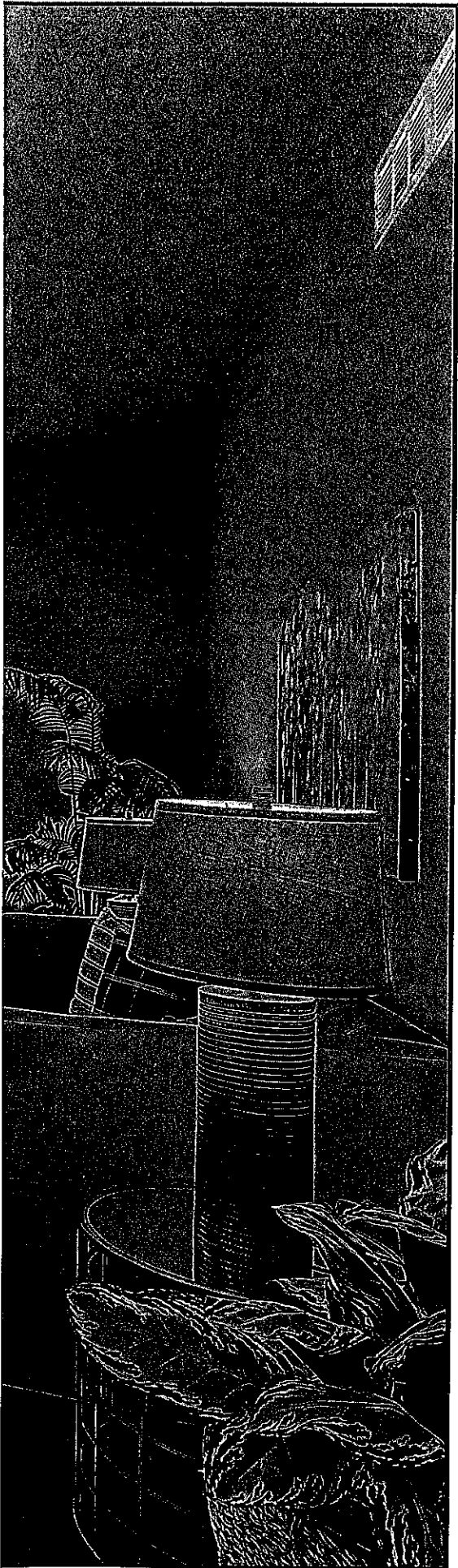
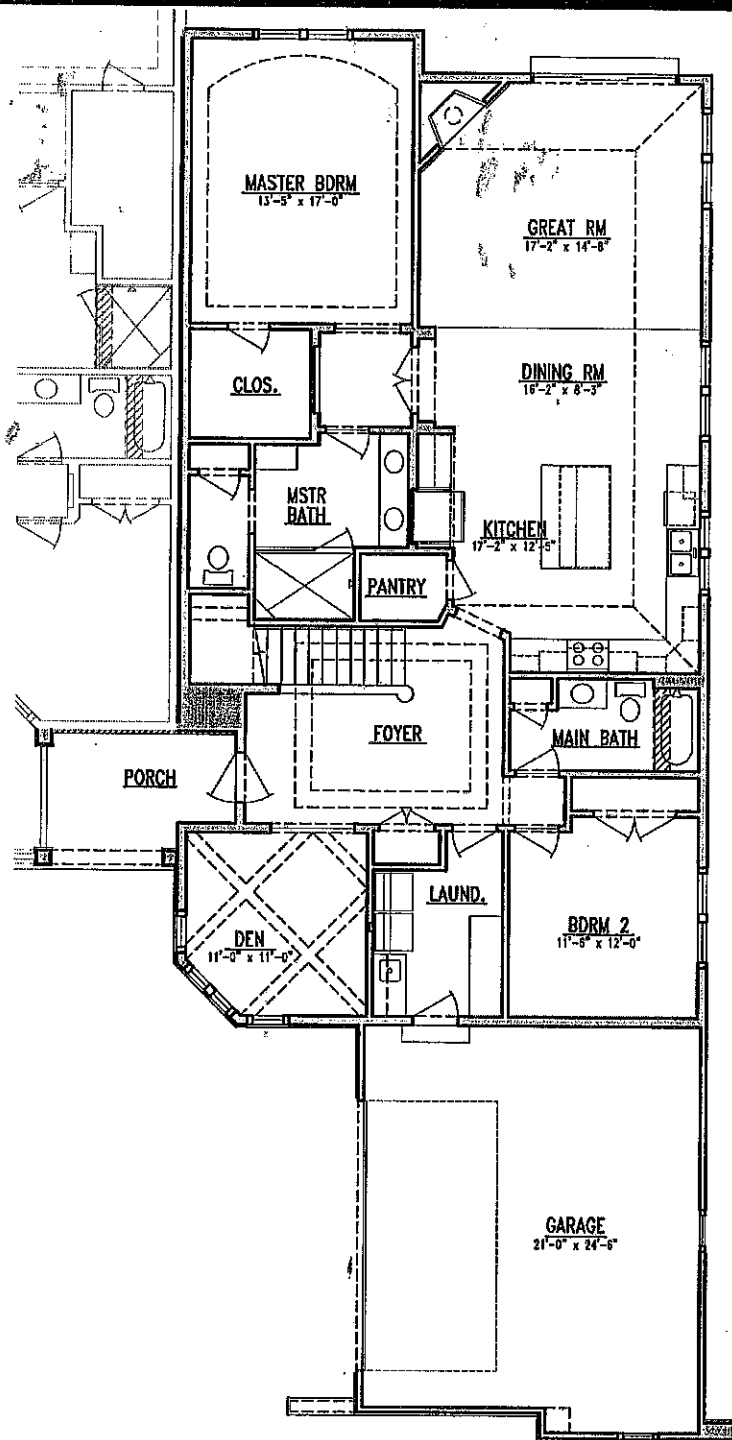


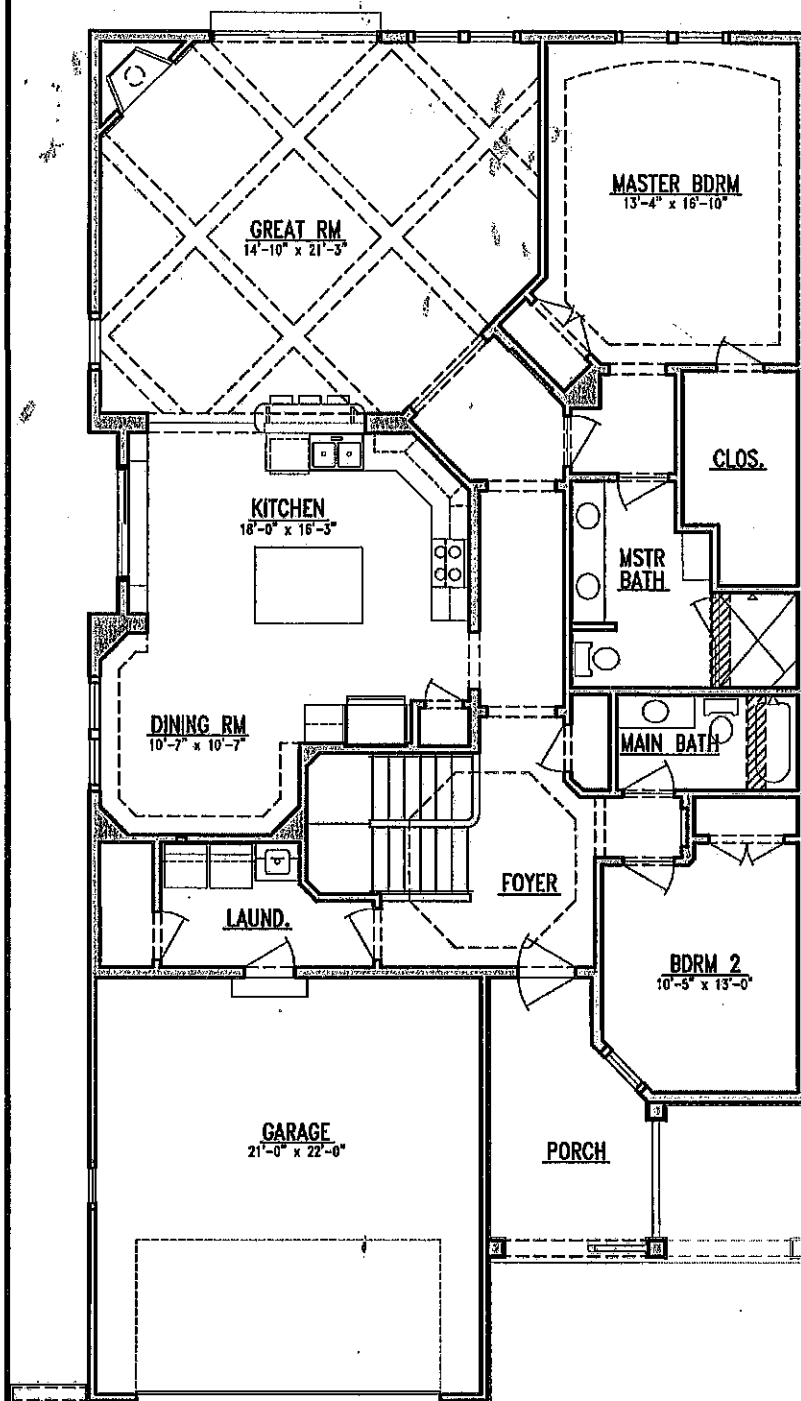
Image without notice. Square footages are approximate.

Dolcetto



1,834 Square Feet
2 Bedrooms
2 Full Bathrooms

Emilia



1,930 Square Feet
2 Bedrooms
2 Full Bathrooms

Site Plan



Contact Kings Way Homes for Pricing & Availability

262-797-3636

info@kingswayhomes.com

RULES AND REGULATIONS OF THE ASSOCIATION

The following rules and regulations are adopted by VESPERA II CONDOMINIUM Association INC., a Wisconsin corporation (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Village Crossing II at Pabst Farms Condominium (the "Declaration").

1.03 Keys and Locks. The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock, or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units. If the Association does not have a passkey to a Unit and the Association must enter such Unit to address an emergency, the Association shall not be liable to the Unit Owner for any damage caused by a forced entry, with or without a pass key.

1.04 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01 Signs. No sign of any kind shall be displayed to the public view on any Unit or within the Common Elements without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The foregoing provision shall be enforced by the Association to the extent permitted by law. The Declarant reserves

the right to erect signs, gates or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings. The hanging of garments or laundry from windows, balconies or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03 Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04 Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05 Limited Common Elements. All decks, patios or balconies which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills, patio and deck furniture and potted plants, so long as the same are kept in a sightly condition. In no event shall hot tubs, swimming pools or other recreational water features be permitted within the Common Elements.

ARTICLE III

USE RESTRICTIONS

3.01 Animals. Unit Owners shall be allowed to keep animals as set forth in the Declaration.

3.02 Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies or doors of the Units and shall be prohibited from discarding any materials into the Common Elements. Unit

Owners shall keep all Limited Common Elements visible from the exterior in a neat and orderly fashion. All furniture or equipment located within such areas shall be in a usable condition and shall be intended for outdoor use only. All waste and recyclables shall be kept inside containers for such purpose and shall be kept covered (if applicable).

3.05 Nuisances. No offensive or unlawful activity shall occur in or around the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all local, state and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials, prohibited by law or local ordinance may be stored in any of these areas.

3.07 Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01 Obstructions. Driveways and private roadways shall not be used for any purpose other than the ingress and egress to and from Units.

4.02 Parking. Unit Owners shall not be permitted to park their vehicles in any space other than within the garage portion of their Unit or immediately in front of their Unit on the driveway leading to the garage so long as they do not block the private roadways or driveways shared with other Units, provided, however, any vehicles parked on any driveway shall be limited to no more than one (1) vehicle and only for a period of up to three (3) weeks with longer terms requiring a written permit from the Association, the issuance of which shall be subject to the Association's sole discretion. Unit Owners shall not park, nor shall they permit their families, guests, invitees or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages. All vehicles must be removed from driveways during a snow event. Should the snow plow contractor need to return to the Unit to remove snow from an area where a car was parked, the Unit Owner may incur the additional charge for a return trip.

4.03 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans or other similar vehicles shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area for no longer than one (1) day for loading or unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04 Vehicle Repairs. No vehicle maintenance or repairs shall be allowed anywhere outside of the Unit.

4.05 Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in or affixed to the Common Elements.

4.06 Garage Door. The garage door to any Unit shall remain closed at all times except when in use for ingress or egress purposes.

ARTICLE V

AMENDMENTS; MANAGER'S RULES AND REGULATIONS

5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association.

5.02 Manager's Rules and Regulations. Any manager of the Condominium may promulgate such other Rules and Regulations which shall be enforced by the Association so long as such rules are administrative in nature and intended to make management of the Condominium more efficient and cost effective.

5.03 Effectiveness of Rules and Regulation. Upon any amendment to these Rules and Regulations or any new Rule or Regulation, including those promulgated by the manager of the Condominium, a copy thereof shall be promptly delivered to each Unit Owner and shall become effective immediately unless a different date is specified therein.

ARTICLE VI

FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure

period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the Bylaws or these Rules and Regulations, to impose a fine against such Unit Owner according to the following schedule:

- (a) For the first offense in a given calendar year: \$50
- (b) For the second offense in any given calendar year: \$100
- (c) For the third offense and any offense thereafter in any given calendar year: \$200

An "offense" may be measured, at the Association's option, as any day that a violation exists. For example, a violation spanning a period of three (3) days could be subject to fines of $\$50 + \$100 + \$200 = \350 . Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefor by the Association shall accrue a late charge in the amount of 1.5% of the amount of the outstanding fine for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

**VESPERA II CONDOMINIUM
STATUTORY RESERVE ACCOUNT
STATEMENT**

4605113

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 30, 2021 09:26 AM
James R Behrend
Register of Deeds

3 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page --



Return to:
Belforte, Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Parcel Number

STATUTORY RESERVE ACCOUNT STATEMENT

The undersigned, BELFORTE, INC., a Wisconsin corporation company, (the "Declarant") does hereby make the following Statutory Reserve Account Statement pursuant to Section 703.163 of the Wisconsin Statutes.

The Declarant elects not to establish a Statutory Reserve Account. Future expenditures for the repair and replacement of Common Elements, as defined in Section 4.01 of the Declaration of Condominium for VESPERA II CONDOMINIUM dated as of March 18, 2020 and recorded on March 19, 2020 as Document No. 4460844 with the Waukesha County Register of Deeds (the "Declaration"), shall be funded by (a) any Common Surpluses, as defined in Section 6.08 of the Declaration and relating to the land described on Exhibit A attached hereto (as the same may be expanded from time to time) or (b) by Special Assessments, as defined in Section 6.07 of the Declaration.

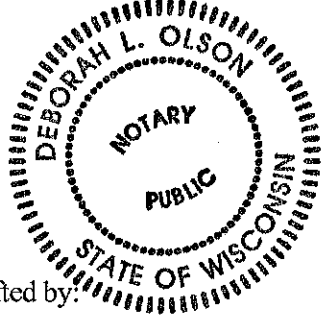
This Statutory Reserve Account Statement is executed by the Declarant as of March 31, 2020.

BELFORTE, INC., a Wisconsin corporation

By: 
Craig A. Caliendo, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 31st day of March, 2020, Craig A. Caliendo, the President of BELFORTE, INC., a Wisconsin corporation, who acknowledged the foregoing document for the purposes recited therein on behalf of said corporation.



Deborah L. Olson
Name: Deborah L. Olson
Notary Public, State of Wisconsin
My Commission: 5-5-2025

This document drafted by:

Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
ccaliendo@kingswayhomes.com

EXHIBIT A

CONDOMINIUM LAND LEGAL DESCRIPTION:

Legal Description of Phase 1 Lands

Being a part of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Commencing at the northernmost corner of said Lot 2; thence S00°09'44"E, along the east line of said Lot 2, 404.65 feet to the point of beginning of the hereinafter described lands; thence N89°50'16"E, 83.72 feet to a point of curvature; thence 32.50 feet along the arc of a curve to the right, with a radius of 16.36 feet, whose chord bears S33°14'51"E, 27.41 feet to a point of tangency; thence along the westerly right-of-way line of Silver Lake Drive on the following described courses; thence S23°40'03"W, 169.26 feet to a point; thence S22°50'58"W, 87.72 feet to a point of curvature; thence 52.86 feet along the arc of a curve to the right, with a radius of 275.18 feet, whose chord bears S28°21'08"W, 52.78 feet to a point of tangency; thence S33°51'18"W, 119.92 feet to a point of curvature; thence 33.92 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears S72°43'36"W, 31.38 feet to a point of tangency on the northerly right-of-way line of C.T.H. B (Valley Road); thence N68°24'05"W, along said northerly line, 186.19 feet to a point of curvature; thence 39.59 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears N23°02'07"W, 35.58 feet to a point of tangency on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 163.58 feet to a point of curvature; thence continuing along said easterly line, 79.24 feet along the arc of a curve to the left, with a radius of 160.00 feet, whose chord bears N08°08'34"E, 78.43 feet to a point of tangency; thence N06°02'42"W, continuing along said easterly line, 5.08 feet to a point; thence N89°43'00"E, 146.28 feet to a point; thence N00°17'00"W, 57.62 feet to a point; thence N89°50'16"E, 93.47 feet to a point; thence N00°09'44"W, 20.00 feet to the place of beginning. Said lands containing 98,284 sq. ft. (2.256 acres).

EXPANSION LAND LEGAL DESCRIPTION:

Legal Description of Lands Reserved for Future Expansion

Being a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4, and in the NE 1/4 of the SW 1/4, all in Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Beginning at the NW corner of said Lot 1; thence S88°52'54"E, along the north line of said Lot 1, 643.37 feet to the NE corner of said Lot 1; thence S00°09'44"E, along the westerly right-of-way line of St. Andrews Drive, 22.22 feet to a point of curvature; thence continuing along said westerly line 160.57 feet along the arc of a curve to the right, with a radius of 170.00 feet, whose chord bears S26°53'47"W, 154.67 feet to a point of tangency; thence continuing along said westerly line, S53°57'18"W, 24.69 feet to a point; thence N36°02'42"W, 68.11 feet to a point; thence N83°53'20"W, 17.85 feet to a point; thence N25°01'56"W, 60.02 feet to a point; thence S53°57'18"W, 85.00 feet to a point; thence S33°39'34"E, 139.12 feet to the westerly right-of-way line of St. Andrews Drive; thence along said westerly line 69.89 feet along the arc of a curve to the left, with a radius of 205.00 feet, whose chord bears S44°11'18"W, 69.55 feet to a point; thence N55°34'45"W, 141.57 feet to a point; thence S27°26'25"W, 157.52 feet to a point; thence N62°33'35"W, 73.64 feet to a point; thence N64°24'28"W, 228.24 feet to a point; thence N07°56'20"E, 220.945 feet to the place of beginning. ALSO being a part of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T.7N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Beginning at the northernmost corner of said Lot 2; thence S00°09'44"E, along the east line of said Lot 2, 404.65 feet to a point; thence N89°50'16"E, 83.72 feet to a point of curvature; thence 32.50 feet along the arc of a curve to the right, with a radius of 16.36 feet, whose chord bears S33°14'51"E, 27.41 feet to a point of tangency; thence along the westerly right-of-way line of Silver Lake Drive on the following described courses; thence S23°40'03"W, 169.26 feet to a point; thence S22°50'58"W, 87.72 feet to a point of curvature; thence 52.86 feet along the arc of a curve to the right, with a radius of 275.18 feet, whose chord bears S28°21'08"W, 52.78 feet to a point of tangency; thence S33°51'18"W, 119.92 feet to a point of curvature; thence 33.92 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears S72°43'36"W, 31.38 feet to a point of tangency on the northerly right-of-way line of C.T.H. B (Valley Road); thence N68°24'05"W, along said northerly line, 186.19 feet to a point of curvature; thence 39.59 feet along the arc of a curve to the right, with a radius of 25.00 feet, whose chord bears N23°02'07"W, 35.58 feet to a point of tangency on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 163.58 feet to a point of curvature; thence continuing along said easterly line, 79.24 feet along the arc of a curve to the left, with a radius of 160.00 feet, whose chord bears N08°08'34"E, 78.43 feet to a point of tangency; thence N06°02'42"W, continuing along said easterly line, 5.08 feet to a point; thence N89°43'00"E, 146.28 feet to a point; thence N00°17'00"W, 94.28 feet to a point; thence N48°52'12"W, 56.67 feet to a point; thence N86°36'42"W, 111.38 feet to the easterly right-of-way line of St. Andrews Drive; thence along said easterly line on the following described courses; thence 107.90 feet along the arc of a curve to the right, with a radius of 145.00 feet, whose chord bears N32°38'13"E, 105.43 feet to a point of tangency; thence N53°57'18"E, 117.25 feet to a point of curvature; thence 217.24 feet along the arc of a curve to the left, with a radius of 230.00 feet, whose chord bears N26°53'47"E, 209.25 feet to the place of beginning. Said lands containing 291,708 sq. ft. (6.696 acres).

**PRIVATE DRIVE EASEMENT
AGREEMENT**

4497643

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 31, 2020 02:56 PM
James R Behrend
Register of Deeds

10 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page --



Document Number

Document Title

THIS PRIVATE DRIVE EASEMENT AGREEMENT ("Agreement") is made this 3rd day of June, 2020 by and between **Vespera at Porticello Condominium Association, Inc.** ("Vespera"), **Belforte, Inc.** ("Belforte") and **Vespera II Condominium Association, Inc.** ("Vespera II Association") (singularly, a "Party" and, collectively, the "Parties").

RECITALS:

A. Vespera is the condominium association with administrative responsibilities for the Vespera at Porticello Condominium ("Vespera Condominium"), created by a Condominium Declaration recorded May 19, 2006 as Waukesha County Document No. 2288444 as later amended of record, and located in the City of Oconomowoc, Waukesha County, Wisconsin more particularly described on Exhibit A attached hereto and incorporated herein ("Vespera Land").

B. The Vespera Condominium was originally intended to be an expanding condominium which was to include lands adjacent to the Vespera Land, as more particularly described on Exhibit B attached hereto and incorporated herein (the "Belforte Land").

C. The development and municipal approvals for the Vespera Condominium contemplated certain private drives, known as Vico Pass, Lugano Lane and Toscano Terrace, more particularly described on Exhibit C attached hereto and incorporated herein ("Private Drives").

D. The Private Drives were partially constructed, including a "first lift" of asphalt paving, on both the Vespera Land and the Belforte Land.

E. Vespera Condominium was not expanded, the rights of the declarant of the Vespera Condominium to so expand expired, and Waterstone Bank, SSB took title to the Belforte Land by foreclosure.

F. Belforte has acquired fee title to the Belforte Land and intends to develop the Belforte Land as a twenty-six (26) unit residential condominium known as Vespera II Condominium ("Vespera II Condominium").

G. Vespera II Association is a non-stock, non-profit Wisconsin corporation and is the condominium association with administrative responsibilities for the Vespera II Condominium.

H. The portions of the Private Drives located on the Belforte Land will be common elements of the Vespera II Condominium.

Recording Area

Name and Return Address

Belforte, Inc.
700 Pilgrim Pkwy, #100
Elm Grove, WI 53122

02/10

See Exhibits A and B attached hereto

Parcel Identification Number (PIN)

I. The rights and responsibilities of Belforte under this Agreement will pass to Vespera II Association as portions of the Private Drives are incorporated into the Vespera II Condominium.

J. As the Private Drives are located on, serve, and cross, both the Vespera Land and the Belforte Land, the Parties enter into this Agreement to provide for:

- a. A right of pedestrian and vehicular access over and across the Private Drives;
- b. The completion of the construction of the Private Drives;
- c. The future repair, and reconstruction of the Private Drives, and
- d. Snow removal for the Private Drives.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT.** The Parties hereby grant to each other a mutual and reciprocal easement for unrestricted pedestrian and vehicular ingress and egress over the Private Drives. The easement granted herein is for the benefit of Vespera, the unit owners of the Vespera Condominium, Belforte, Vespera II Association and any subsequent unit owner in the Vespera II Condominium, and all of their invitees, tenants, employees, agents, contractors and service providers (collectively, the "Beneficiaries").

2. **MUNICIPAL EASEMENT.** The Private Drives, may also be used by the City of Oconomowoc for the provision of police and fire protection, and if applicable, garbage collection, snow removal and other municipal services.

3. **EQUAL RIGHT OF USE; NO RESTRICTION.** The Beneficiaries shall have equal rights of ingress and egress over the Private Drives, and shall take no action to prevent any other Beneficiaries' enjoyment of such rights. No parking is permitted on the Private Drives.

4. **ASSIGNMENT; COVENANTS RUN WITH LAND.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parties, the Beneficiaries, and their respective successors and assigns. The easements granted by this Agreement are appurtenant to the Vespera Condominium and the Belforte Land and may not be transferred separately from, or severed from, title to the Vespera Condominium or the Belforte Land. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any property other than the Vespera Condominium and the Belforte Land without the consent of all Parties. Vespera may not assign its rights under this Agreement. Belforte may not assign its rights or obligations under this Agreement, other than to Vespera II Association at the expiration of Belfort's period of declarant control of the Vespera II Association. Belforte will give notice to Vespera of such assignment and thereafter the Vespera II Association will have and assume all of the rights and responsibilities of Belforte under this Agreement. After such assignment, Belforte will have no further responsibility under this Agreement.

5. **COMPLETION.** Not later than three years from the date of this Agreement, or on such earlier date as may be required by the City of Oconomowoc, Belforte will have, at its sole cost and expense, caused the completion of the Private Drives, including any necessary repairs to the first lift of asphalt, and the installation of the second lift of asphalt. Such additions and work shall be completed in a good and workmanlike manner, by professional, qualified and insured contractors, and in compliance with all applicable regulations of the City of Oconomowoc, and any other government authority with jurisdiction.

6. **MAINTENANCE.**

6.1 Belforte Construction Maintenance. During any period of construction on the Belforte Land, Belforte will keep the Private Drives in a neat, clean and orderly condition and will repair any damage to any portion of the Private Drives caused by construction equipment or vehicles, at its sole expense.

6.2 Snow Removal and Routine Maintenance. The Parties will engage a professional snow removal contractor, appropriately licensed and insured, for each winter and will engage a professional pavement repair contractor, appropriately licensed and insured, on an "as needed" basis for routine maintenance such as pothole repairs or crack filling.

6.3 Resurfacing or Reconstruction. In the event that either Party believes that material resurfacing or reconstruction is required, it will provide the other Party with an explanation of the work it believes necessary, including two (2) valid proposals for the completion of such work. If the other Party believes that such work is appropriate it will approve the work, including selecting between the proposals and will notify the requesting Party in writing within thirty (30) days of such request. On a rejection of such request, or on a failure to respond during that thirty (30) day period, the requesting Party may seek relief pursuant to the enforcement and arbitration provisions below.

7. **ALLOCATION OF EXPENSES.** Belforte and Vespera shall bear all expenses for such contractors for snow removal and routine maintenance, and for any future resurfacing or reconstruction, allocated pro-rata, based on the number of units in the Vespera Condominium, and, prior to the completion of construction on the Belforte Land the number of dwelling units approved for the Belforte Land by the City of Oconomowoc, and following completion of construction on the Belforte Land, the actual number of dwelling units constructed.

8. **ADMINISTRATION.**

8.1 Initial Administration. From and after June 1, 2020, and so long as Belforte owns any portion of the Belforte Land, snow removal and routine maintenance shall be administered by Belforte, in its reasonable discretion, but subject to the consent of Vespera, which will not be unreasonably withheld, conditioned or delayed, as to the annual snow removal contract and as to any routine maintenance which will cost more than Ten Thousand Dollars (\$10,000.00).

8.2 After Completion. After Belforte no longer owns any portion of the Belforte Land, snow removal and routine maintenance will be administered by Vespera II Association, in its reasonable discretion, but subject to the consent of Vespera, which will not be unreasonably withheld, conditioned or delayed, as to the annual snow removal contract and as to any routine maintenance which will cost more than Ten Thousand Dollars (\$10,000.00).

8.3 **Failure to Act.** In the event either Belforte, or subsequently Vespera II Association, fails to act, Vespera may assume administration of snow removal and routine maintenance, following ten (10) days written notice.

8.4 **Payment.** The administering Party will contract for such work and the non-administering Party will be liable for payment of its pro-rata share. Payment for such pro-rata share, will be due within thirty (30) days of billing by the administering Party, including a copy of the underlying invoice. If the non-administering Party does not promptly pay its pro-rata share, the administering Party may pay the full expense, and will have an immediate right to reimbursement from the non-administering Party, together with interest at the rate of 12% per year on the unpaid amount, and may enforce as provided below.

9. **DAMAGE.** Any damage caused to the Private Drives, beyond normal wear and tear, by a Party or that Party's Beneficiaries, shall be repaired solely by that Party at that Party's sole expense.

10. **CONTINUED USE.** The Parties retain all rights in the Vespera Land and the Belforte Land, respectively, subject only to the rights established hereunder.

11. **TERM.** The easement and all other rights and obligations established hereby shall be perpetual, shall run with the land, and will only terminate at such time as the Parties shall execute a termination of this Agreement to be recorded with Waukesha County Register of Deeds.

12. **INSURANCE.** Vespera and Belforte/Vespera II Association shall each maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the Parties as the insured parties to insure against injury to property, person, or loss of life arising out of the use, occupancy, or maintenance of the Private Drives by any Beneficiary with limits of coverage that are at levels customarily maintained in metropolitan Milwaukee, but in no event less than \$1,000,000.00. For each year in which this Agreement is in effect, Vespera and Belforte/Vespera II Association shall provide the other party with a copy of the insurance policy endorsement or wording showing that the other party has been added as an additional insured. Insurance required under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin.

13. **BINDING EFFECT; AMENDMENT.** The covenants contained herein and the easement established hereunder shall bind and inure to the benefit of all fee simple absolute titleholders of the Vespera Land and the Belforte Land or any portion thereof, and to their respective successors and assigns; shall constitute covenants that run with the Vespera Land and the Belforte Land; and may be amended, modified, or terminated only by the written agreement of all parties holding (at the time of such amendment, modification, or termination) fee simple title to any part of the Vespera Parcel or the Belforte Land.

14. **ENFORCEMENT; ARBITRATION.** If the Parties are unable to agree within thirty (30) days of a written request by one Party for resolution of any issue subject to this Agreement, including but not limited to the need for resurfacing or repair of the Private Drives, then the matter shall be referred, upon any Party's request, to binding arbitration conducted by one arbitrator in Waukesha County pursuant to the rules of Resolute Systems, Inc. The Parties will equally bear the cost and expense of the arbitration. The award of the arbitrator shall finally resolve the dispute and judgment on the award may be entered in Waukesha County Circuit Court. Either Party may bring

suit to force arbitration, to enforce an arbitration award or to enjoin any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief, pending arbitration. In any such action the prevailing Party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.

15. MISCELLANEOUS.

15.1 Estoppel Letter. Each Party covenants that, within ten (10) days after the written request of the other Party, the Party so requested shall deliver a letter stating: (i) the date of this Agreement and any amendments hereto; (ii) that the Agreement is in full force and effect; (iii) that, to the extent of such Party's actual knowledge, no Party is in default under this Agreement, that there exist no defenses or offsets to the enforcement hereof; and (iv) any other information as is reasonably requested.

15.2 Default. Enforcement of this Agreement may be by proceedings at law or in equity against any person, persons or entity violating or attempting to or threatening to violate any terms or conditions contained herein, either to restrain or prevent such a violation or to obtain any other available relief. If a suit is brought to enforce this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing Party.

15.3 Notices. All notices required under this Agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: on receipt, if delivered by hand or by facsimile; or on the first (1st) business day after depositing with a nationally-recognized, overnight commercial courier service, airbill prepaid, and addressed to the other Party as follows:

If to Vespera:	Vespera at Porticello Condominium Association, Inc. Attention: Kenneth P. Ulickey, Jr., President 1620 Saint Andrews Drive, #13 Oconomowoc, WI 53066
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If to Belforte or Vespera II Association:	Belforte, Inc. Attention: Craig A. Caliendo, President 700 Pilgrim Parkway, 100 Elm Grove, WI 53122
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or to such other address as a Party may, by the giving of notice as provided herein, designate from time to time.

15.4 Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any other public purpose whatsoever.

15.5 Time. Time is of the essence in the performance of each Party's obligations hereunder.

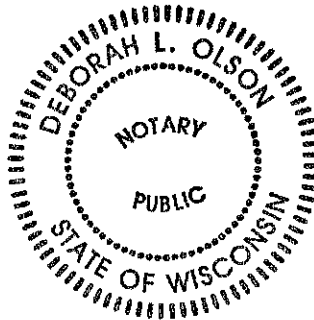
"Belforte"

Belforte, Inc.

By: [Signature]
Craig Caliando, President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of June, 2020, the above-named Craig Caliando, the President of Belforte, Inc., to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.



Deborah L. Olson
Print Name: Deborah L. Olson
Notary Public, State of Wisconsin
My Commission expires: 5-5-2021

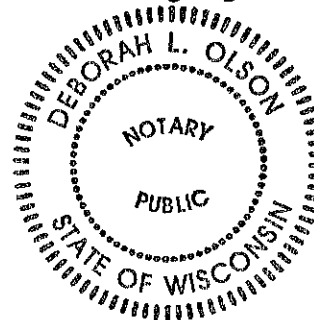
"Vespera II Association"

Vespera II Condominium Association, Inc.

By: [Signature]
Craig Caliando, President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of June, 2020, the above-named Craig Caliando, the President of Vespera II Condominium Association, Inc., to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.



Deborah L. Olson
Print Name: Deborah L. Olson
Notary Public, State of Wisconsin
My Commission expires: 5-5-2021

Drafted by:
Daniel J. Habeck
Cramer, Multhaupt & Hammes, LLP
P.O. Box 558
Waukesha, WI 53186

EXHIBIT A

LEGAL DESCRIPTION OF VESPERA LAND

Vespera at Porticello Condominium created by a Declaration of Condominium recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on May 19, 2006 as Document No. 3388444, and any amendments, revisions and/or corrections thereto, and by its Condominium Plat and any amendments, revisions and/or corrects thereto. Said land being in the City of Oconomowoc, Waukesha County, Wisconsin.

For information only:

OCOC0612997005

OCOC0612997006

OCOC0612997007

OCOC0612997009

OCOC0612997010

OCOC0612997011

OCOC0612997012

OCOC0612997013

EXHIBIT B

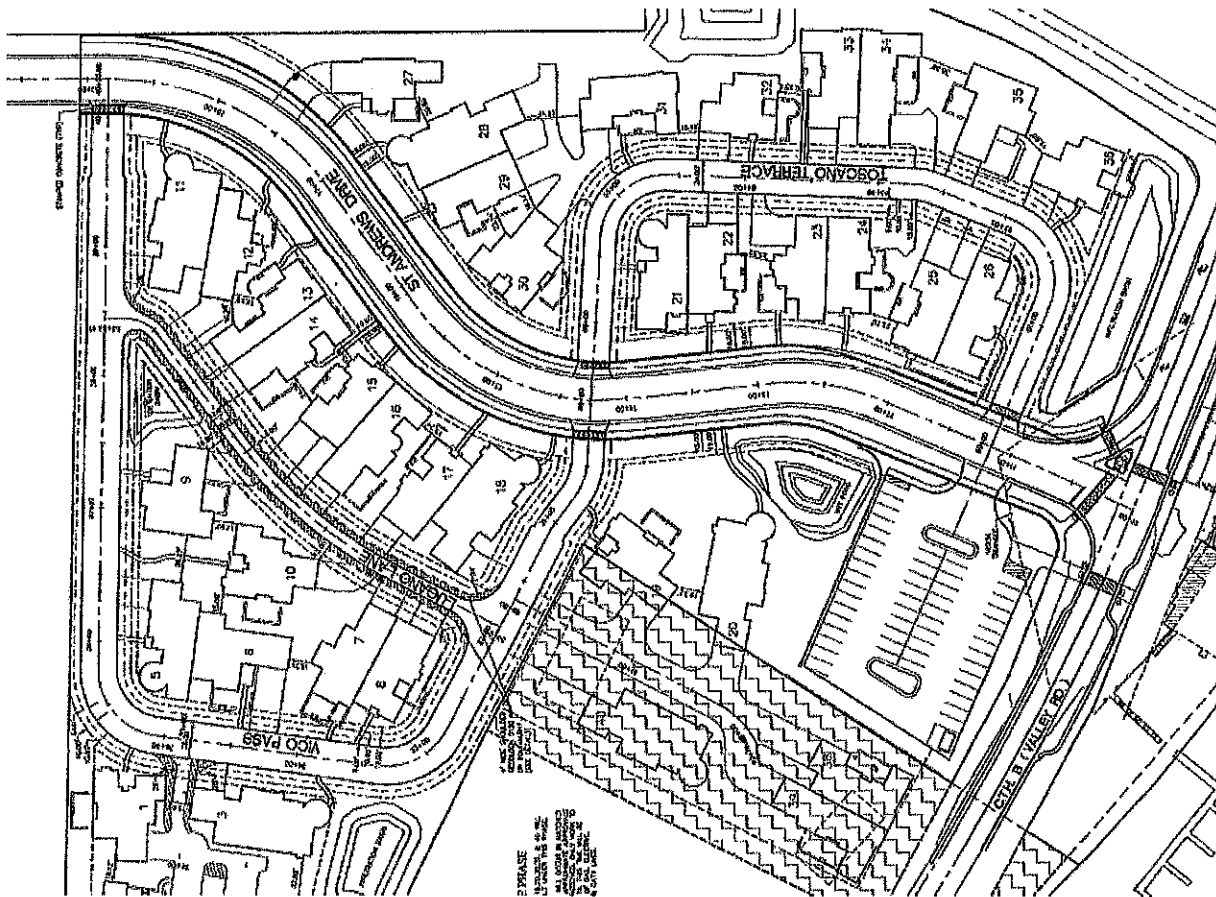
LEGAL DESCRIPTION OF BELFORTE LAND

Lots One (1) and Two (2) of Certified Survey Map No. 7326, recorded in the Office of Register of Deeds for Waukesha County, Wisconsin on April 1, 1994 in Volume 62 of Certified Survey Maps on Pages 109 to 114, as Document No. 1951758, that part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin. Except those parts that are part of Condominium Declaration of Vespera at Porticello, as amended.

For information only:
OCOC0612997008

EXHIBIT C

PRIVATE DRIVES



**STORM WATER
MAINTENANCE COST
SHARING AGREEMENT
AND EASEMENT**

Document Number

Document Title

**THIS STORM WATER MAINTENANCE
COST SHARING AGREEMENT AND EASEMENT**
("Agreement") is made this 3rd day of June,
2020 by and between **Vespera at Porticello
Condominium Association, Inc.** ("Vespera"), **Belforte,
Inc.** ("Belforte") and **Vespera II Condominium
Association, Inc.** ("Vespera II Association") (singularly, a
"Party" and, collectively, the "Parties").

RECITALS:

A. Vespera is the condominium association with administrative responsibilities for the Vespera at Porticello Condominium ("Vespera Condominium"), created by a Condominium Declaration recorded May 19, 2006 as Waukesha County Document No. 2288444 as later amended of record, and located in the City of Oconomowoc, Waukesha County, Wisconsin more particularly described on Exhibit A attached hereto and incorporated herein ("Vespera Land").

B. The Vespera Condominium was originally intended to be an expanding condominium which was to include lands adjacent to the Vespera Land, as more particularly described on Exhibit B attached hereto and incorporated herein (the "Belforte Land").

C. Belforte has acquired fee title to the Belforte Land and intends to develop the Belforte Land as a twenty-six (26) unit residential condominium known as Vespera II Condominium ("Vespera II Condominium").

D. Vespera II Association is a non-stock, non-profit Wisconsin corporation and is the condominium association with administrative responsibilities for the Vespera II Condominium.

E. The development and municipal approvals for the Vespera Condominium contemplated certain storm water retention areas be constructed to manage the storm water generated by the development that will now consist of Vespera Condominium and Vespera II condominium.

F. There are five (5) completed storm water retention areas/ponds located within the Vespera Condominium and Vespera II Condominium, which are shown and identified on the map attached hereto as Exhibit C and incorporated herein by this reference and labeled Retention Area A, Retention Area B, Retention Area C, Retention Area D and Retention Area E (collectively the "Retention Areas").

4497645

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 31, 2020 02:56 PM
James R Behrend
Register of Deeds

24 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page --



Recording Area

Name and Return Address

**BELFORTE, INC.
700 PILGRIM PARKWAY, SUITE 100
ELM GROVE, WI 53122**

Parcel Identification Number (PIN)

G. Retention Area A is wholly within the Vespera Condominium and services only stormwater generated by the Vespera Condominium.

H. Retention Areas B and C are wholly within the Vespera II Condominium and services only stormwater generated by the Vespera II Condominium.

I. Retention Area D and E are wholly within the Vespera II Condominium and services stormwater generated by both Vespera Condominium and Vespera II Condominium.

J. The rights and responsibilities of Belforte under this Agreement will pass to Vespera II Association as the land containing Retention Areas B, C, D and E are incorporated into the Vespera II Condominium.

K. The Parties hereto desire to establish maintenance, easement, utilization and cost sharing rights and responsibilities with respect to Retention Areas as set forth below.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT & USE.** Belforte and Vespera II Association grant to Vespera and the unit owners of Vespera Condominium, the necessary easements and rights to have storm water from Vespera Condominium utilize Retention Area D and Retention Area E in accordance with the storm water management plans for Vespera Condominium and Vespera II Condominium, which have been approved by the City of Oconomowoc (the "City") and as set forth in the Storm Water Management Practice Maintenance Agreement (the "SWMPA") executed by Belforte and Vespera II Association, a copy of which is attached hereto as Exhibit D and incorporated herein by this reference. Neither Belforte, nor Vespera II, or the future owners of units in Vespera II Condominium, shall block, obstruct, or hinder the flow of storm water from Vespera Condominium into Retention Area D or Retention Area E, provided such storm water flow is consistent with the storm water management plans for Vespera Condominium and Vespera II Condominium, as approved by the City.

2. **RETENTION AREA A – MAINTENANCE & COST.** Vespera and the unit owners of Vespera Condominium shall solely be responsible for the maintenance and upkeep, and all costs and expenses of maintenance and upkeep, of Retention Area A.

3. **RETENTION AREAS B & C – MAINTENANCE & COST.** Vespera II and the unit owners of Vespera II Condominium shall solely be responsible for the maintenance and upkeep, and all costs and expenses of maintenance and upkeep, of Retention Area B and Retention Area C.

4. **RETENTION AREAS D & E – MAINTENANCE & COST.** Vespera II and the unit owners of Vespera II Condominium shall be responsible for the maintenance and upkeep of Retention Area D and Retention Area E in accordance with the terms and conditions of the SWMPA. The costs and expenses of maintenance and upkeep of Retention Area D and Retention

Area E shall be shared 50%-50% between Vespera II Association and Vespera. Vespera will have a right of approval and consent, which will not be unreasonably withheld, conditioned or delayed, as to any such costs and expenses of maintenance and upkeep of Retention Area D and Retention Area E. Vespera II will contract for such work and Vespera will be liable for payment of its pro-rata share. Payment for such pro-rata share, will be due within thirty (30) days of billing by Vespera II, including a copy of the underlying invoice. If Vespera does not promptly pay its pro-rata share, Vespera II may pay the full expense, and will have an immediate right to reimbursement from Vespera, together with interest at the rate of 12% per year on the unpaid amount, and may enforce as provided below.

5. **ASSIGNMENT; COVENANTS RUN WITH LAND.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns. The easements granted by this Agreement are appurtenant to the Vespera Condominium and the Belforte Land and may not be transferred separately from, or severed from, title to the Vespera Condominium or the Belforte Land. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any property other than the Vespera Condominium without the express written consent Vespera II Association. Vespera may not assign its rights under this Agreement. Belforte may not assign its rights or obligations under this Agreement, other than to Vespera II Association at the expiration of Belfort's period of declarant control of the Vespera II Association. Belforte will give notice to Vespera of such assignment and thereafter the Vespera II Association will have and assume all of the rights and responsibilities of Belforte under this Agreement. After such assignment, Belforte will have no further responsibility under this Agreement.

6. **TERM.** The easement and all other rights and obligations established hereby shall be perpetual, shall run with the land, and will only terminate at such time as the Parties shall execute a termination of this Agreement to be recorded with Waukesha County Register of Deeds.

7. **INSURANCE.** Vespera and Belforte/Vespera II Association shall each maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the Parties as the insured Parties to insure against injury to property, person, or loss of life arising out of the use or maintenance of the Retention Areas with limits of coverage that are at levels customarily maintained in metropolitan Milwaukee, but in no event less than \$1,000,000.00. For each year in which this Agreement is in effect, Vespera and Belforte/Vespera II Association shall provide the other Party with a copy of the insurance policy endorsement or wording showing that the other Party has been added as an additional insured. Insurance required under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin.

8. **BINDING EFFECT; AMENDMENT.** The covenants contained herein and the easement established hereunder shall bind and inure to the benefit of all fee simple absolute titleholders of the Vespera Land and the Belforte Land or any portion thereof, and to their respective successors and assigns; shall constitute covenants that run with the Vespera Land and the Belforte Land; and may be amended, modified, or terminated only by the written agreement of all Parties holding (at the time of such amendment, modification, or termination) fee simple title to any part of the Vespera Land or the Belforte Land.

9. **ENFORCEMENT; ARBITRATION.** If the Parties are unable to agree within thirty (30) days of a written request by one Party for resolution of any issue subject to this Agreement, upon

any Party's request, to binding arbitration conducted by one arbitrator in Waukesha County pursuant to the rules of Resolute Systems, Inc. The Parties will equally bear the cost and expense of the arbitration. The award of the arbitrator shall finally resolve the dispute and judgment on the award may be entered in Waukesha County Circuit Court. Either Party may bring suit to force arbitration, to enforce an arbitration award or to enjoin any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief, pending arbitration. In any such action the prevailing Party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.

10. MISCELLANEOUS.

10.1 Estoppel Letter. Each Party covenants that, within ten (10) days after the written request of the other Party, the Party so requested shall deliver a letter stating: (i) the date of this Agreement and any amendments hereto; (ii) that the Agreement is in full force and effect; (iii) that, to the extent of such Party's actual knowledge, no Party is in default under this Agreement, that there exist no defenses or offsets to the enforcement hereof; and (iv) any other information as is reasonably requested.

10.2 Default. Enforcement of this Agreement may be by proceedings at law or in equity against any person, persons or entity violating or attempting to or threatening to violate any terms or conditions contained herein, either to restrain or prevent such a violation or to obtain any other available relief. If a suit is brought to enforce this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing Party.

10.3 Notices. All notices required under this Agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: on receipt, if delivered by hand or by facsimile; or on the first (1st) business day after depositing with a nationally-recognized, overnight commercial courier service, airbill prepaid, and addressed to the other Party as follows:

If to Vespera:	Vespera at Porticello Condominium Association, Inc. Attention: Kenneth P. Ulickey, Jr., President 1620 Saint Andrews Drive, #13 Oconomowoc, WI 53066
----------------	---

If to Belforte or Vespera II Association:	Belforte, Inc. Attention: Craig A. Caliendo, President 700 Pilgrim Parkway, 100 Elm Grove, WI 53122
--	--

or to such other address as a Party may, by the giving of notice as provided herein, designate from time to time.

10.4 Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any other public purpose whatsoever.

10.5 Time. Time is of the essence in the performance of each Party's obligations hereunder.

10.6 Severability. If any provision, clause, or part of this Agreement, or application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

10.7 Governing Law. This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10.8 Entire Agreement. This Agreement and the documents referred to in this Agreement and to be delivered pursuant to this Agreement constitute the entire agreement among the Parties regarding the easement created hereunder.

10.9 Waiver. No waiver by any Party with respect to performance or satisfaction of any covenant, condition, or obligation arising under this Agreement shall be valid unless in writing, and the same shall not be considered a waiver by such Party of any other covenant, condition, or obligation hereunder or of any other untimely performance of the covenant, condition, or obligation so waived.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, any or all of which may contain the signature of any one of the Parties, and all of which shall be construed together as a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

"Vespera"

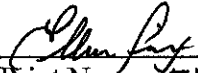
VESPERA AT PORTICELLO CONDOMINIUM
ASSOCIATION, INC.

By: Kenneth P. Ulickey, Jr.
Print Name: Kenneth P. Ulickey, Jr.
Title: President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 29th day of May, 2020, the above-named Kenneth P. Ulickey, Jr., the President of Vespera at Porticello Condominium Association, Inc., to me known to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged the same.

Ellen Simons
Notary Public
State of Wisconsin


Print Name: Ellen Simons
Notary Public, State of Wisconsin
My Commission expires: 03/22/2023

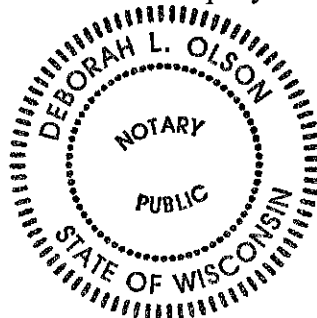
"Belforte"

Belforte, Inc.

By: 
Craig Caliendo, President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

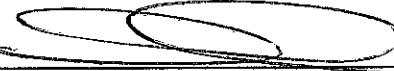
Personally came before me this 3rd day of June, 2020, the above-named Craig Caliendo, the President of Belforte, Inc., to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.




Print Name: Deborah L. Olson
Notary Public, State of Wisconsin
My Commission expires: 5-5-2021

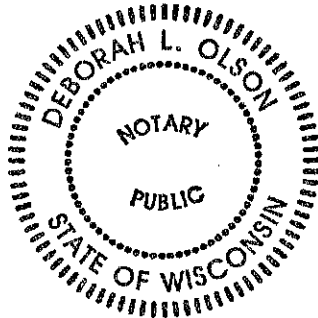
"Vespera II Association"

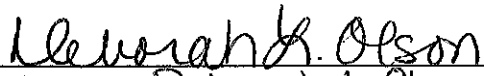
Vespera II Condominium Association, Inc.

By: 
Craig Caliendo, President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of June, 2020, the above-named Craig Caliendo, the President of Vespera II Condominium Association, Inc., to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.




Print Name: Deborah L. Olson
Notary Public, State of Wisconsin
My Commission expires: 5-5-2021

Drafted by:

Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

EXHIBIT A

LEGAL DESCRIPTION OF VESPERA LAND

Vespera at Porticello Condominium created by a Declaration of Condominium recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on May 19, 2006 as Document No. 3388444, and any amendments, revisions and/or corrections thereto, and by its Condominium Plat and any amendments, revisions and/or corrects thereto. Said land being in the City of Oconomowoc, Waukesha County, Wisconsin.

For information only:

OCOC0612997005

OCOC0612997006

OCOC0612997007

OCOC0612997009

OCOC0612997010

OCOC0612997011

OCOC0612997012

OCOC0612997013

EXHIBIT B

LEGAL DESCRIPTION OF BELFORTE LAND

Lots One (1) and Two (2) of Certified Survey Map No. 7326, recorded in the Office of Register of Deeds for Waukesha County, Wisconsin on April 1, 1994 in Volume 62 of Certified Survey Maps on Pages 109 to 114, as Document No. 1951758, that part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin. Except those parts that are part of Condominium Declaration of Vespera at Porticello, as amended.

Retention Area "A"

Retention Area "B"

Retention Area "C"

Retention Area "D"

Retention Area "E"

LEGEND

- 864.6 - EXISTING 1" CONTAINERS
- 864.6 - EXISTING 2" CONTAINERS
- 864.6 - EXISTING 3" CONTAINERS
- 864.6 - EXISTING 4" CONTAINERS
- 864.6 - EXISTING 6" CONTAINERS
- 864.6 - EXISTING 8" CONTAINERS
- 864.6 - EXISTING 10" CONTAINERS
- 864.6 - EXISTING 12" CONTAINERS
- 864.6 - EXISTING 14" CONTAINERS
- 864.6 - EXISTING 16" CONTAINERS
- 864.6 - EXISTING 18" CONTAINERS
- 864.6 - EXISTING 20" CONTAINERS
- 864.6 - EXISTING 22" CONTAINERS
- 864.6 - EXISTING 24" CONTAINERS
- 864.6 - EXISTING 26" CONTAINERS
- 864.6 - EXISTING 28" CONTAINERS
- 864.6 - EXISTING 30" CONTAINERS
- 864.6 - EXISTING 32" CONTAINERS
- 864.6 - EXISTING 34" CONTAINERS
- 864.6 - EXISTING 36" CONTAINERS
- 864.6 - EXISTING 38" CONTAINERS
- 864.6 - EXISTING 40" CONTAINERS
- 864.6 - EXISTING 42" CONTAINERS
- 864.6 - EXISTING 44" CONTAINERS
- 864.6 - EXISTING 46" CONTAINERS
- 864.6 - EXISTING 48" CONTAINERS
- 864.6 - EXISTING 50" CONTAINERS
- 864.6 - EXISTING 52" CONTAINERS
- 864.6 - EXISTING 54" CONTAINERS
- 864.6 - EXISTING 56" CONTAINERS
- 864.6 - EXISTING 58" CONTAINERS
- 864.6 - EXISTING 60" CONTAINERS
- 864.6 - EXISTING 62" CONTAINERS
- 864.6 - EXISTING 64" CONTAINERS
- 864.6 - EXISTING 66" CONTAINERS
- 864.6 - EXISTING 68" CONTAINERS
- 864.6 - EXISTING 70" CONTAINERS
- 864.6 - EXISTING 72" CONTAINERS
- 864.6 - EXISTING 74" CONTAINERS
- 864.6 - EXISTING 76" CONTAINERS
- 864.6 - EXISTING 78" CONTAINERS
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- 864.6 - EXISTING 82" CONTAINERS
- 864.6 - EXISTING 84" CONTAINERS
- 864.6 - EXISTING 86" CONTAINERS
- 864.6 - EXISTING 88" CONTAINERS
- 864.6 - EXISTING 90" CONTAINERS
- 864.6 - EXISTING 92" CONTAINERS
- 864.6 - EXISTING 94" CONTAINERS
- 864.6 - EXISTING 96" CONTAINERS
- 864.6 - EXISTING 98" CONTAINERS
- 864.6 - EXISTING 100" CONTAINERS

PR SITE PLAN

VESPERA II CONDOMINIUMS

WYNDALE INVESTMENTS, CITY OF OCONOMOWOC

SW 1/4 S9, T7N, R17E, WAUKESHA COUNTY, WI

LAKE COUNTRY ENGINEERING, INC.

Consulting Engineers - Surveyors

870 S. Silver Lake Street, Suite 105, Oconomowoc, WI 53066

Phone (608) 568-8281 Fax (608) 569-9516

SCALE: 1" = 40'

DATE: OCT 1, 2015

CHECKED BY: [Signature]

DATE: OCT 1, 2015

REVISION DATE

REMARKS

SHAP SE NOTES
GRAVE BASIN, LEAVE BOTTOM OF BASIN TO AN
ELEVATION OF MAYNOL, PLACE 6" OF SHED
COMPOST IN BOTTOM & TILL TO A DEPTH OF
1/4". REINFORCE BOTTOM OF INFILTRATION AREA
WITH REMOVED SHORT GRAVE AND PLASTER
MIX (OR EQUIV.) PER MANUFACTURERS
RECOMMENDATION, AND WAIT 72 HOURS, SEED
AND GROSSLY MATT SIDE SLOPES (TOPSOIL &
MIX. SEE SLOPES EROSION MAT TO BE CLASS
1 TYPE B (INDOT PA4)).

864	-----	ENDING 1 CONTAINS	864.5	ENDING SPOT CHECK
865	-----	ENDING 2 CONTAINS	864.56	PROCESS SPOT CHECK
864	-----	ENDING 1 CONTAINS	-----	SAT FINDER
865	-----	ENDING 2 CONTAINS	-----	PRINT CHECK

LEGEND

PRJ. #	PR SITE PLAN
19-53527	VESPERE II CONDOMINIUMS
SHEET #	WYNDALE INVESTMENTS, CITY OF OCONOMOWOC
4 OF 4	SW 1/4 S9. T7N, R17E. WAUKESHA COUNTY, WI

LAKE COUNTRY ENGINEERING, INC.
Consulting Engineers - Surveyors
870 S. Silver Lake Street, Suite 105, Oconomowoc, WI 53066
Phone (262) 560-6381 Fax (262) 569-9516

SCALE: 1" = 40'
DRAWN BY: JLD
CHECKED BY: RUDAVY
DATE: OCTOBER 1, 2019

REVISION DATE	REMARKS

Exhibit "D"

Storm Water Management Practice Maintenance Agreement

Document Number

Belforte, Inc. (the "Belforte") as current owner, and Vespera II Condominium Association, Inc. ("V"), as future owner, of the property described below as the "Property", in accordance with City of Oconomowoc's Municipal Code Chapter 19 Storm Water Management and Erosion Control Ordinance, agrees to install and maintain storm water management practice(s) on the V-2 Property in accordance with approved plans and Storm Water Permit conditions. The Belforte and V further agree to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity.

This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies (the "Property").

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the wet detention basin.

Exhibit E: Legal Description of the new drainage easements created by this document.

Vespera II Condominium Assoc., Inc.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Note: After construction verification has been accepted by City of Oconomowoc, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by City of Oconomowoc of Storm Water Permit termination, as described below.

Parcel Identification Number(s) – (PIN)

Through this Agreement, Belforte and V hereby subject the Property to the following covenants, conditions and restrictions:

1. Belforte shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water Permit termination by City of Oconomowoc in accordance with Chapter 19 of the City Code of Ordinances.
2. After Storm Water Permit termination under 1, the V and the current owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by City of Oconomowoc or their designee, V and the current owner(s) shall, at their own cost and within a reasonable time period determined by the City of Oconomowoc, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the City of Oconomowoc and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.

4. In addition, and independent of the requirements under paragraph 3 above, the City of Oconomowoc, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Oconomowoc may require work to be done which differs from the report described in paragraph 3 above, if the City of Oconomowoc reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City of Oconomowoc of required maintenance or repairs, V and the current owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Oconomowoc.
5. If V and the current owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Oconomowoc is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Oconomowoc, no notice shall be required prior to the City of Oconomowoc performing emergency maintenance or repairs. The City of Oconomowoc may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the City of Oconomowoc shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this ____ day of _____, 2020.

Owner:

Belforte, Inc.

Vespera II Condominium Association, Inc.

By: _____
Craig A. Callendo, President

By: _____
Craig A. Callendo, President

Acknowledgements

State of Wisconsin)
)SS
County of Waukesha)

Personally came before me this ____ day of _____, 2020, the above named Craig A. Callendo to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Name]
Notary Public, _____, WI
My commission expires: _____.

This document was drafted by:
Craig A. Callendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the City of Oconomowoc Department of Public Works.

Legal Description – Vespera II Property

Lots One (1) and Two (2) of Certified Survey Map No. 7326, recorded in the Office of Register of Deeds for Waukesha County, Wisconsin on April 1, 1994 in Volume 62 of Certified Survey Maps on Pages 109 to 114, as Document No. 1951758, that part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin. Except those parts that are part of Condominium Declaration of Vespera at Porticello, as amended.
parcel Identification No.: **OCOC 0612 997 008**

Drainage Easement Restrictions: Shaded area on map indicates a drainage easement for storm water collection, conveyance and treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way. See Exhibit C for specific maintenance requirements for storm water management practices within this area.

EXHIBIT A - LEGAL DESCRIPTION

THE FOLLOWING DESCRIPTION AND REDUCED COPY MAP IDENTIFIES THE LAND PARCEL(S) AFFECTED BY THIS AGREEMENT. FOR A LARGER SCALE VIEW OF THE REFERENCED DOCUMENT, CONTACT THE CITY OF OCONOMOWOC DEPARTMENT OF PUBLIC WORKS OFFICE.

CONDOMINIUM PLAT NAME: VESPERA II

DATE OF RECORDING:

EXHIBIT PREPARED BY: LAKE COUNTRY ENGINEERING, INC.

LOCATION: That part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin

NOTE: SHADED AREAS INDICATES A DRAINAGE EASEMENT FOR STORM WATER COLLECTION, CONVEYANCE, AND TREATMENT.

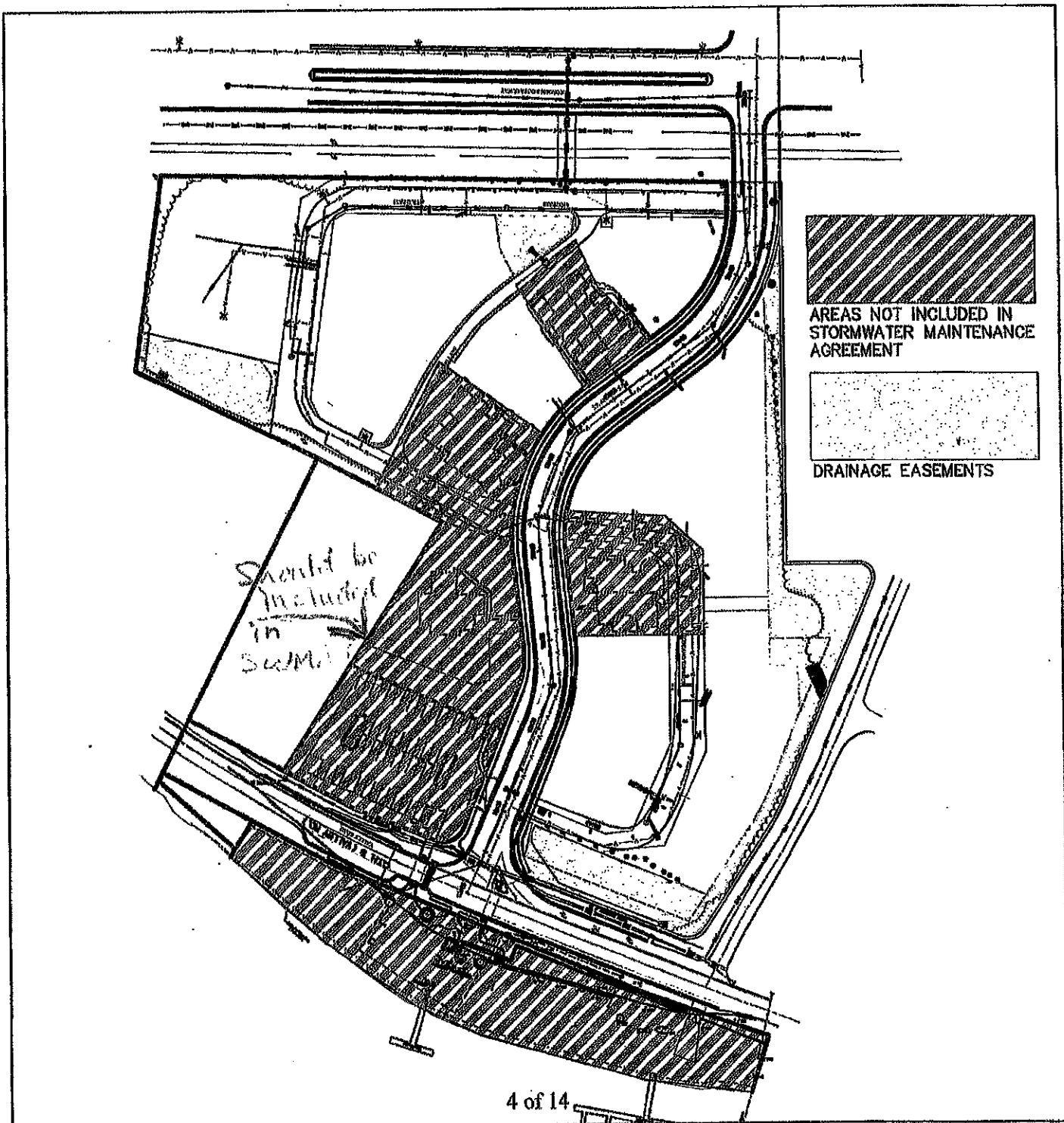


EXHIBIT B - LOCATION MAP

STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT

THE STORM WATER MANAGEMENT PRACTICES COVERED BY THIS AGREEMENT ARE DEPICTED IN THE REDUCED COPY OF THE CONSTRUCTION PLANS, AS SHOWN BELOW. THE PRACTICES INCLUDE AN INFILTRATION BASINS, DETENTION BASIN, WET POND AND CONVEYANCE SYSTEM. ALL OF THE NOTED STORM WATER MANAGEMENT PRACTICES ARE LOCATED WITHIN DRAINAGE EASEMENTS AS NOTED IN EXHIBIT A.

CONDOMINIUM PLAT: VERSPERA II

STORM WATER PRACTICES: 2 INFILTRATION BMP'S, A WET POND, A DETENTION BASIN AND CONVEYANCE STORM SEWER.

LOCATION OF PRACTICES: STORM WATER DRAINAGE EASEMENTS

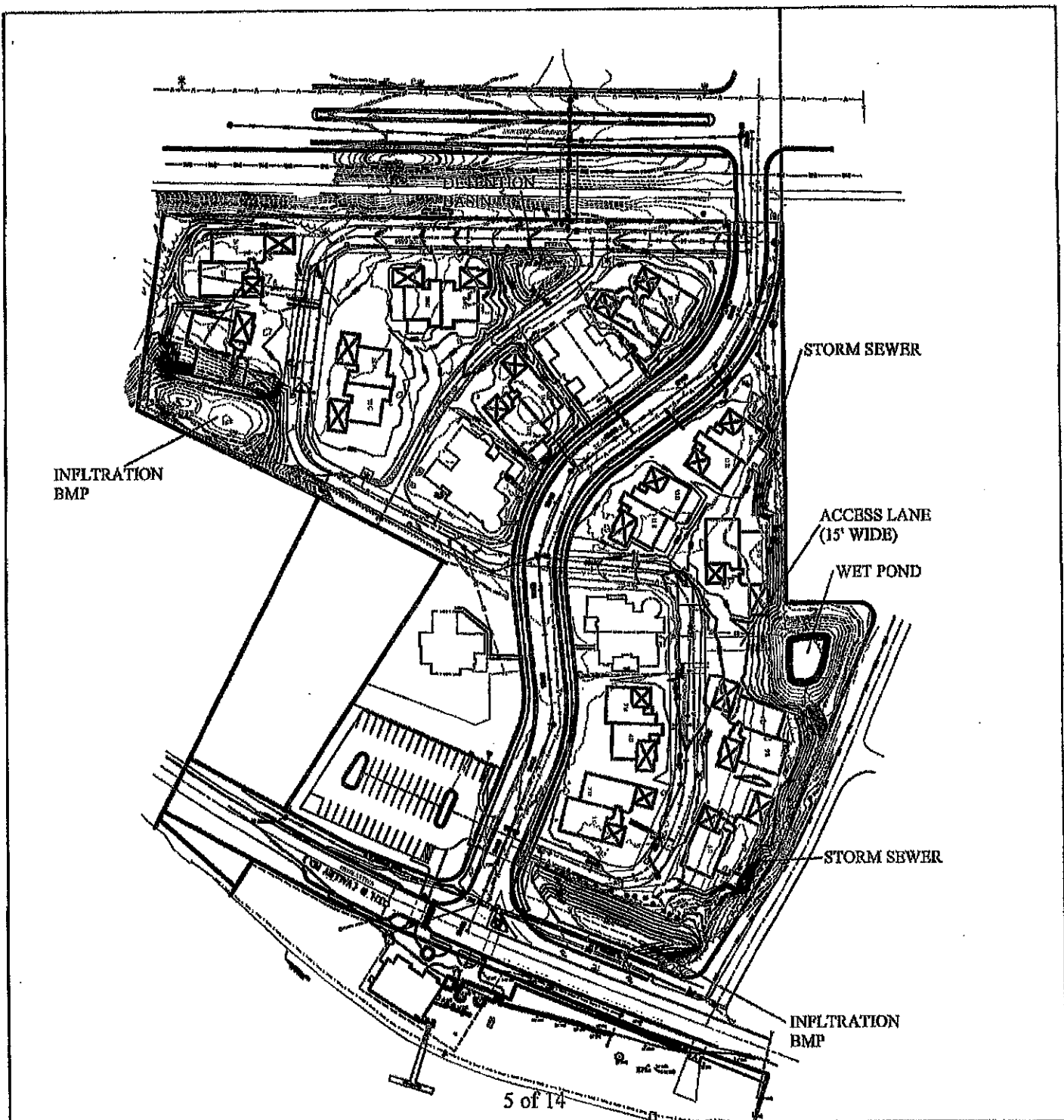


Exhibit C

Storm Water Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the City of Oconomowoc.

System Description:

This system is divided into 2 drainage areas one to the west and one to the south east. The drainage area to the west has an infiltration basin with an infiltration for bay. This bmp is designed to reduce the Tss, slow the flow of storm water leaving the site and infiltrate storm water back into the ground. The second area is to the south east. On the upstream end of this system there is a detention basin designed to slow the flow of storm water down, this will then drain into a wet pond where the storm water is further slowed down and some water quality is taking place. This basin will then drain into an infiltration BMP where the storm water is slowed down even more, cleaned and infiltrated into the ground before it is discharged offsite. "As-built" construction drawings of the basin, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after City of Oconomowoc accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

General Maintenance requirements and restrictions:

1. Grass swales shall be preserved to allow free flow of surface runoff in accordance with approved grading plans.
2. No buildings or other structures are allowed in grass swale areas.
3. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets should be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
5. NO trees are to be planted or allowed to grow in bottom of grass swales.
6. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
7. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
8. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Oconomowoc under the provisions listed on page 1 of this Agreement.

Wet Pond/Forebay Maintenance

1. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, and periodically throughout the year, but at a minimum of once per year to ensure there is no blockage from floating debris or ice, in front of the riser orifices and the trash rack on the riser. Any blockage must be removed immediately.

2. NO trees are to be planted or allowed to grow on the earthen berms for the ponds. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
3. If the permanent pool water level falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water recharge. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
4. Nuisance (decay odors, etc.) floating algae or weed growth should be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
5. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bt soil bacteria is recommended.
6. When sediment in the forebays or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin. The forebays will likely need sediment removal first. Failure to remove sediment from the forebays will cause resuspension of previously trapped sediments and increase downstream deposition.
7. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the City of Oconomowoc.
8. Mowing around the basin or the forebays may attract nuisance populations of geese to the property and is not necessary or recommended.
9. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
 - i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
 - ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
 - iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
 - iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

Infiltration Basin / Detention Basin Maintenance

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
 - i. For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
 - ii. After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
 - iii. Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses.

- Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
- iv. Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - i. If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
 - ii. If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
 - iii. If the washed stone trench has become clogged, the stone – and possibly the soil immediately around the stone – must be replaced.
 3. All outlet pipes, stone trenches and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
 4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
 5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
 6. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.

Storm Water Maintenance Reporting Requirements:

The Titleholders shall conduct and document annual inspections and submit to the DPW a report on the condition for the site's storm water management conveyance systems and devices/basins once every five years. This report shall be submitted by December 31st of the fifth year following the termination of the Storm Water Permit by the City of Oconomowoc. It is recommended to have a Wisconsin Licensed Professional Engineer with expertise in storm water best management practices perform the annual inspections and prepare the report. The submitted maintenance report shall include inspection forms provided by the DPW, and shall contain but not limited to the following:

(a) Inspection forms provided by the City of Oconomowoc DPW.

(b) Documentation of the completion of the required maintenance, including copies of receipts from agents hired to perform the work and the date the work was completed, along with photos of the management conveyance systems and devices/basins after completion of the required maintenance.

Exhibit E
Legal Descriptions of Drainage Easements created by this document

DRAINAGE EASEMENT DE1 LEGAL DESCRIPTION

Being a drainage easement over and across a part of said Lot described in Exhibit A, Located in that part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 9, Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the west corner of said lot, and the point of beginning of the hereinafter described easement; N07°56'20"E along the west lot line of said lot, 45.08 feet to a point; thence S76°24'04"E, 161.51 feet to a point; thence S07°56'20"W, 80.31 feet to a point on the south line of said property; thence N64°24'28"W, along said property line 168.67 feet to the place of beginning.

DRAINAGE EASEMENT DE2 LEGAL DESCRIPTION

Being a drainage easement over and across a part of said Lot described in Exhibit A, Located in that part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 9, Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of said lot, N88°52'54"W along the north lot line of said lot, 323.89 feet to a point; thence S01°07'06"W, 40.00 feet to the point of beginning of the hereinafter described easement; thence S88°52'54"E, 90.56 feet to a point; thence S11°16'20"W, 17.00 feet to a point; thence S53°31'58"W, 83.13 feet to a point; thence N27°41'30"W, 33.01 feet to a point; thence N07°24'50"W, 38.94 feet to the place of beginning.

DRAINAGE EASEMENT DE3 LEGAL DESCRIPTION

Being a drainage easement over and across a part of said Lot described in Exhibit A, Located in that part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 9, Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the east corner of said lot, S89°50'16"W along the lot line of said lot, 83.72 feet to the corner of the northeast lot line; thence S13°16'19"W, 86.09 feet to the point of beginning of the hereinafter described easement; thence N89°50'16"E, 69.98 feet to a point; thence S23°40'03"W, 88.78 feet to a point; thence N02°24'26"W, 51.25 feet to a point; thence S89°50'16"W, 32.10 feet to a point; thence N00°09'44"W, 30.00 feet to the place of beginning.

DRAINAGE EASEMENT DE3 LEGAL DESCRIPTION

Being a drainage easement over and across a part of said Lot described in Exhibit A, Located in that part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 9, Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said lot, N22°19'30"E along the lot line of said lot, 32.47 feet to a point; thence S67°40'10"E, 10.00 feet to the point of beginning of the hereinafter described easement; thence S67°40'10"E, 212.42 feet to a point; thence S33°51'18"W, 35.76 feet to a point; thence N68°24'05"W, 199.97 feet to a point; thence N14°16'37"E, 37.97 feet to the place of beginning.



EXHIBIT E - DRAINAGE EASEMENTS (DE)

CONDOMINIUM PLAT NAME: VESPERA II

DATE OF RECORDING:

EXHIBIT PREPARED BY: LAKE COUNTRY ENGINEERING, INC.

LOCATION: That part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin

NOTE: THE DRAINAGE EASEMENT FOR STORM WATER COLLECTION, CONVEYANCE, AND TREATMENT.

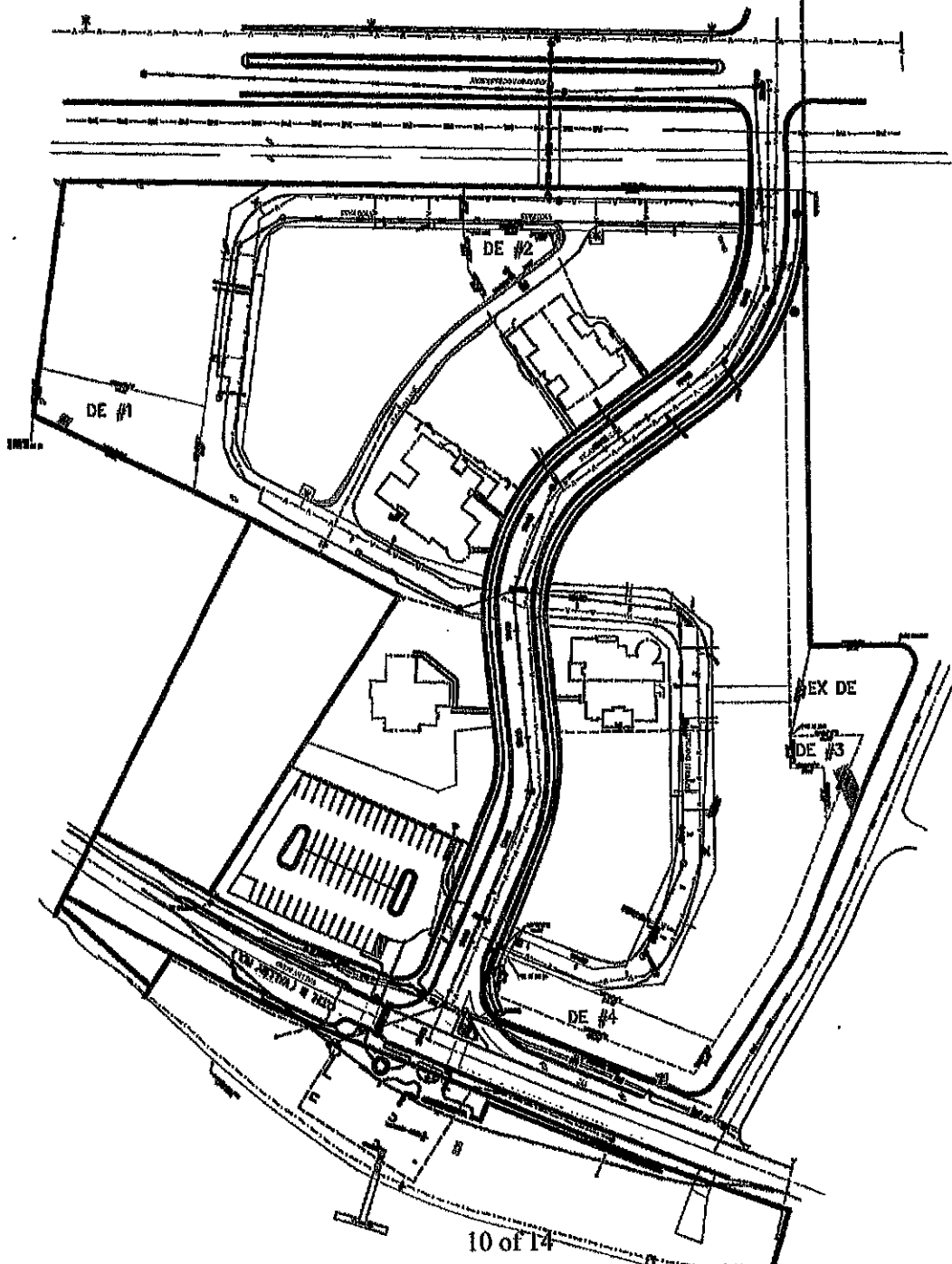




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NOTE: THE DRAINAGE EASEMENT FOR STORM WATER COLLECTION, CONVEYANCE, AND TREATMENT.

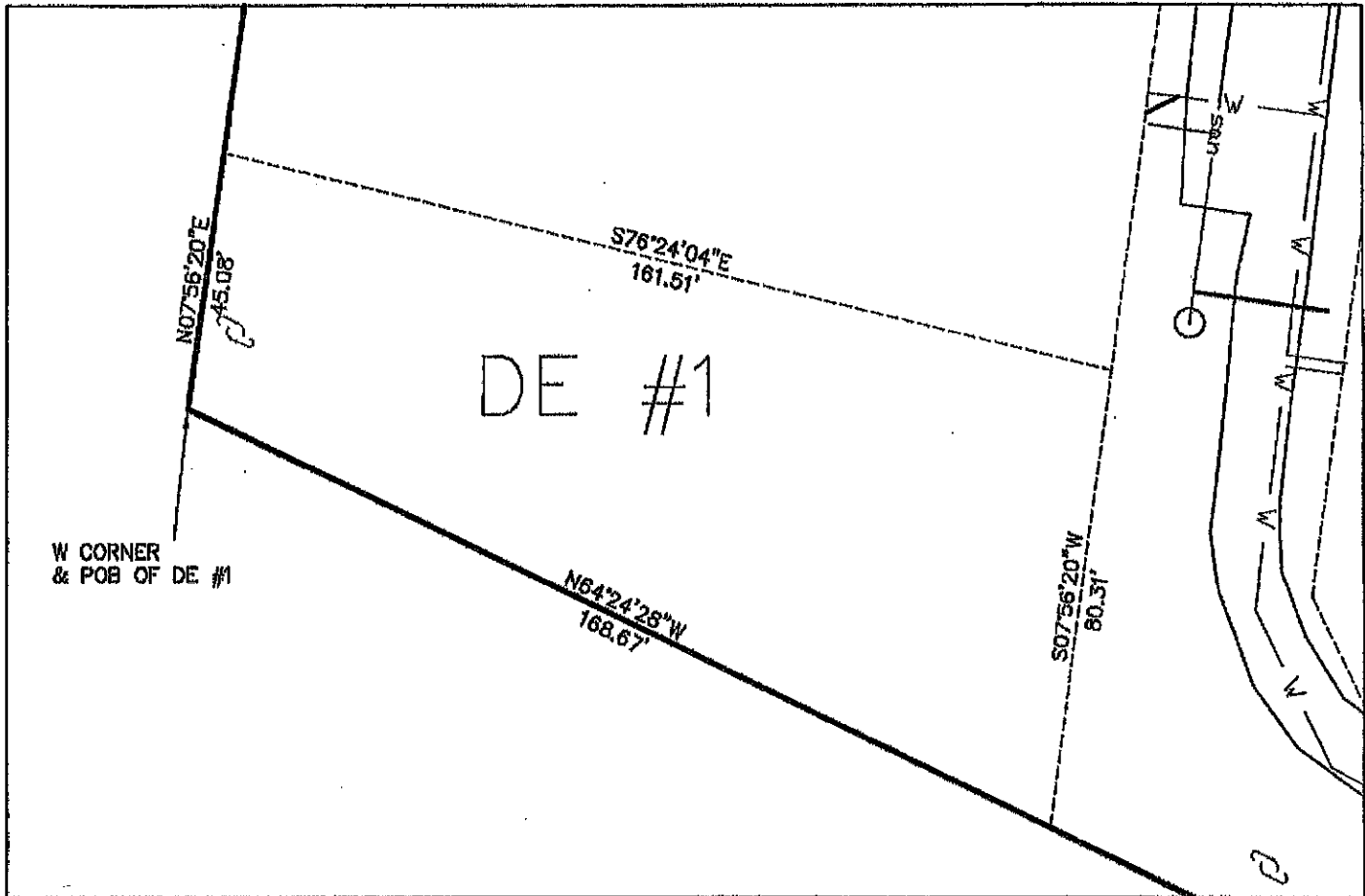




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CONDOMINIUM PLAT NAME: VESPERA II

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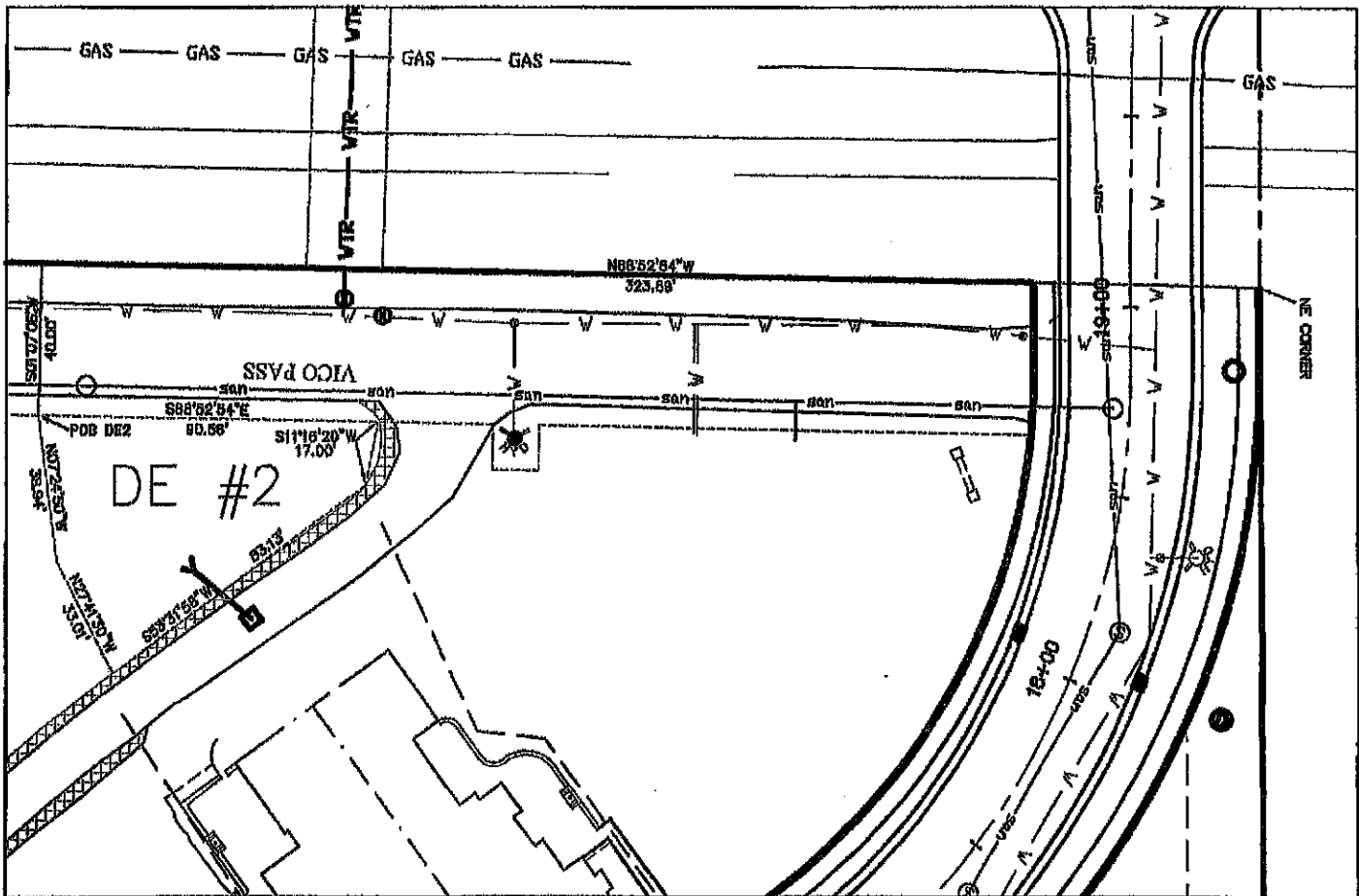


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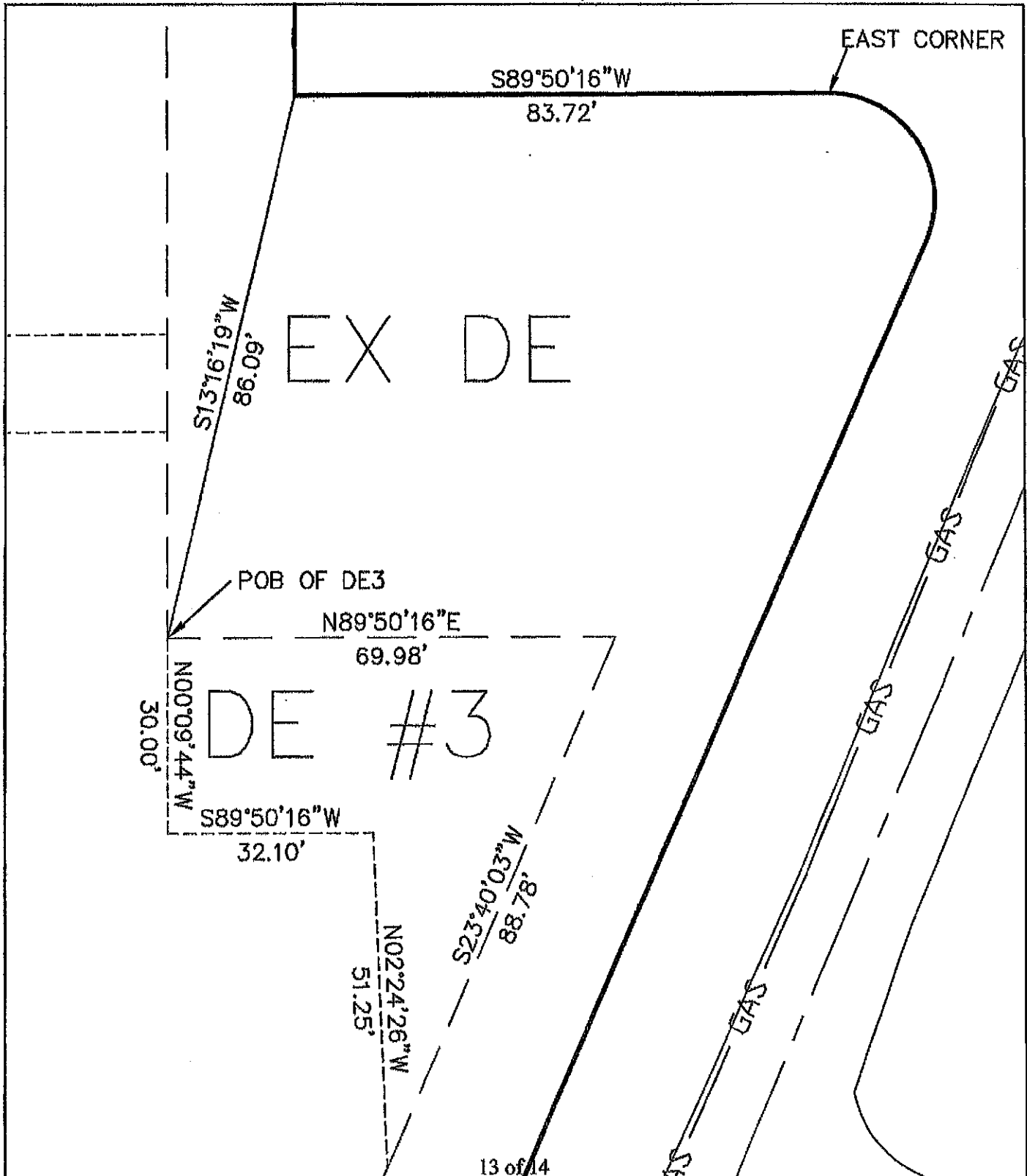


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