

DISCLOSURE MATERIALS

FOR

THE TOWNHOMES OF

WHITEFISH BAY,

A CONDOMINIUM

at

4833 - 4931 N. Santa Monica Blvd.  
4832 - 4930 N. Shoreland Ave.  
Whitefish Bay, Wisconsin

Declarant:

JAROT, INCORPORATED

c/o James R. Treadwell  
550 Atlanta Country Club Drive  
Marietta, Georgia 30067

Declarant's Agent:

DOUG TREADWELL

4895 N. Santa Monica Blvd.  
Whitefish Bay, Wisconsin 53217

NOTICE

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.

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

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

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1. Declaration. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on page 4.
2. Bylaws. The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on page 36.
3. Articles of Incorporation. The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on page 54.
4. Management or employment contracts. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page 59.
5. Annual operating budget. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 70.
6. Expansion plans. The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page 71.
7. Floor plan and map. The declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page 72.

DECLARATION OF CONDOMINIUM

for

THE TOWNHOMES OF WHITEFISH BAY,  
A CONDOMINIUM

Address:  
4833-4931 N. Santa Monica Boulevard  
4832-4930 N. Shoreland Drive  
Village of Whitefish Bay  
Milwaukee County  
Wisconsin

Condominium Plat recorded in Condominium Plat Book \_\_\_\_\_,  
pages \_\_\_\_\_ through \_\_\_\_\_.

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## DECLARATION OF CONDOMINIUM

FOR

THE TOWNHOMES OF WHITEFISH BAY, A CONDOMINIUM

THIS DECLARATION is made as of \_\_\_\_\_, 1983, by JAROT, INCORPORATED, a Georgia corporation (the "Declarant," as hereinafter defined).

Declarant is the owner of a tract of land and all improvements thereon in the Village of Whitefish Bay, Milwaukee County, Wisconsin, and is creating a condominium under the Wisconsin Condominium Ownership Act. Ninety-Six (96) residential dwelling units exist on the land called the Submitted Property, which is being submitted to the Wisconsin Condominium Ownership Act at this time by this Declaration. The Declarant has under option other land, called the Additional Property, which is not being made a part of the Submitted Property at this time, but Declarant has the right to expand the Condominium by adding all or part of the Additional Property in the future.

NOW THEREFORE, Declarant hereby makes this Declaration for the purposes and subject to all the terms and provisions hereinafter set forth.

### ARTICLE 1

#### DEFINITIONS

1.1 Definitions. The terms defined in Section 703.02 of the Act shall be deemed to have the meanings therein specified whenever they appear in the Condominium Instruments, Bylaws and Articles of Incorporation unless the context otherwise requires and except to the extent, if any, that such definitions are changed below. In addition, the other terms defined below shall be deemed to have the meanings specified whenever they appear in the Condominium Instruments, Bylaws and Articles of Incorporation unless the context otherwise requires. These definitions shall apply whether or not the defined terms are capitalized.

"Act" means the Condominium Ownership Act of Wisconsin, which is Chapter 703 of the Code of Wisconsin, as amended.

"Additional Property" means the property described in Exhibit B and shown on the Plat, together with all improvements thereon and all rights and easements appurtenant thereto, which may be added to the Condominium in accordance with the provisions of this Declaration and the Act. At such time as any part of the Additional Property is added to the Condominium, such part shall thereafter be included in the Submitted Property.

"Articles of Incorporation" means the articles of incorporation of the Association, as amended from time to time.

"Assessment" means the share of the Common Expenses from time to time assessed against a Condominium Unit and its Owner by the Association in the manner herein provided.

"Association" means Whitefish Bay Condominium Unit Owners Association, Inc., a Wisconsin nonstock corporation, formed for the purpose of exercising the powers of the association under the Act and the Condominium Instruments.

"Board of Directors" or "Board" means the board of directors of the Association, which is the governing body of the Association.

"Bylaws" means the bylaws of the Association, as amended from time to time.

"Common Elements" means all portions of the Condominium other than the Units.

"Common Expenses" means all expenditures lawfully made or liabilities incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves, pursuant to the provisions of the Act or the Condominium Instruments.

"Condominium" means the Submitted Property, as it may exist from time to time, submitted to the provisions of the Act by the Condominium Instruments.

"Condominium Instruments" means this Declaration and the Plat, including any and all exhibits, schedules, certifications and amendments thereof, as they may exist from time to time, made and recorded pursuant to the Act.

"Condominium Unit" means a Unit together with the undivided interest in the Common Elements appertaining to that Unit.

"Declarant" means initially Jarot, Incorporated, a Georgia corporation which is the owner of the Submitted Property and has executed this Declaration. This term shall include, as required by the Act, any other person or persons described in Section 703.02(7) of the Act.

"Declaration" means this Declaration as amended from time to time.

"Director" means a member of the Board of Directors.

"Expandable Condominium" means a condominium to which additional property may be added pursuant to the Act and the Declaration, and this Condominium is an Expandable Condominium.

"First Mortgagee" means the holder of a first-in-priority Mortgage.

"Foreclosure" includes, without limitation, the judicial foreclosure of a Mortgage or the exercise of a power of sale contained in any Mortgage.

"Lease" means any lease, tenancy, sublease, rental contract or other occupancy agreement whether oral or written.

"Limited Common Element" means a portion of the Common Elements reserved for the exclusive use of one or more, but less than all, of the Units.

"Majority" means more than fifty (50%) percent in any context, unless a different percentage is expressly required.

"Mortgage" means a recorded mortgage, deed to secure debt, deed of trust, land contract, security agreement or other instrument conveying a lien upon or security title to a Condominium Unit as security for a debt or for the performance of an obligation.

"Mortgagee" means the holder, guarantor or insurer of a Mortgage.

"Occupant" means any person, including, without limitation, any guest, invitee, tenant, lessee or family member of an Owner, occupying or otherwise using or visiting in a Unit.

"Officer" means an officer of the Association.

"Owner" has the same meaning as Unit Owner.

"Person" means a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

"Plat" means the plat and plans for the Condominium required by Section 703.11 of the Act, as amended and certified from time to time, with the initial Plat recorded as indicated on the cover page hereof.

"Property" means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels on improvements.

"Record" or "file for record" means filing for record in the real estate records of the county in which the Condominium is located.

"Schedule of Unit Information" means the schedule attached hereto as Exhibit C, which schedule shows for each Condominium Unit its Unit Number and share of undivided interest in the Common Elements, number of Votes in the Association, and liability for Common Expenses.

"Submitted Property" means the property lawfully submitted to the provisions of the Act and the Condominium Instruments from time to time by the recordation of Condominium Instruments in accordance with the Act. The original Submitted Property, before the addition of any part of the Additional Property, is the land described in Exhibit A and shown on the Plat, together with all improvements thereon and all rights and easements appurtenant thereto. This term shall include any portion of the Additional Property that has been lawfully added to the Condominium, from and after the date that such portion is added.

"Unit" means a portion of the Condominium intended for independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, as more fully set forth and shown in the Condominium Instruments.

"Unit Number" means the number, letter or combination thereof identifying a Unit in the Declaration, as set forth in the Schedule of Unit Information, and as shown on the Plat.

"Unit Owner" has the same meaning as Owner and means one or more Persons, including the Declarant, who own a Condominium Unit. This term does not include a Mortgagee in his capacity as such.

"Vote" means the vote in the Association appertaining to each Condominium Unit.

## ARTICLE 2

### CREATION OF THE CONDOMINIUM

2.1 Submission to the Act. Declarant hereby submits the Submitted Property to the Act. The Submitted Property and

every interest therein shall, after the recording of this Declaration, be owned, held, transferred, sold, conveyed, used, leased, occupied and mortgaged subject to the Act and the Condominium Instruments [Bylaws and Articles of Incorporation]. Every person acquiring or having any interest in the Submitted Property, by acceptance of a deed or other instrument of any kind, whether or not such deed or other instrument is signed by such person or otherwise agreed to in writing, shall take such interest subject to the Act and to the Condominium Instruments [Bylaws and Articles of Incorporation] and shall be deemed to have agreed to the same.

2.2 Name and Location. The name of the Condominium is "The Townhomes of Whitefish Bay, a Condominium." The Condominium is located in the Village of Whitefish Bay, Milwaukee County, Wisconsin.

2.3 Governing Provisions. The Condominium, the Association and each Unit Owner shall be governed by the Act, the Condominium Instruments, Bylaws, Articles of Incorporation, and any rules and regulations adopted by the Association pursuant to the foregoing.

### ARTICLE 3

#### DESCRIPTION OF THE CONDOMINIUM

3.1 Submitted Property. The Submitted Property is described on Exhibit A and shown on the Plat, and it includes all improvements thereon and all rights and easements appurtenant thereto. The improvements include six (6) buildings containing a total of ninety-six (96) dwelling units, roads, utilities and landscaping. The Condominium is an Expandable Condominium, with Declarant having reserved the right to expand the Condominium by adding all or part of the Additional Property. At such time as all or any part of the Additional Property is lawfully added to the Condominium, the portion so added shall be included in the Submitted Property.

3.2 Additional Property. The Additional Property is described on Exhibit B and shown on the Plat, and it includes all improvements now or hereafter located thereon and all rights and easements appurtenant thereto. The Additional Property is not a part of the Submitted Property as of the recording of this Declaration. However, from and after the date that all or any part of the Additional Property is lawfully added to the Condominium, the portion so added shall be included in the Submitted Property. Additional provisions governing expansion of the Condominium are set forth in Section 3.7 below.

3.3 Condominium Units. The Condominium contains initially ninety-six (96) Condominium Units, the Unit Numbers of which are set out on the Schedule of Unit Information and are shown on the Plat. Each Condominium Unit consists of the Unit together with its undivided interest in the Common Elements. The Schedule of Unit Information sets forth for each Condominium Unit its Unit Number and its share of undivided interest in the Common Elements, Votes in the Association, and liability for Common Expenses. Each Condominium Unit shall constitute for all purposes a separate parcel of real property which may be owned in fee simple and which, subject to the provisions of the Act and the Condominium Instruments, may be conveyed and encumbered like any other property. The undivided interest in the Common Elements for each Condominium Unit shall not be altered except as expressly provided by the Act and this Declaration. Such undivided interest shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit even though such interest

is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner shall automatically be a member of the Association, which membership shall continue during the period of ownership of the Condominium Unit by such Unit Owner.

**3.4 Unit Boundaries.** Each Unit shall include all the space within the boundaries thereof. All of the Units are substantially identical townhouse style with a basement, first floor and second floor, the layout and location of which are shown on the Plat. The perimetrical or vertical boundaries of each Unit are the vertical planes of the interior unfinished surfaces of the sheetrock or plaster of the walls of the Unit, whether such walls are exterior walls or walls separating the Unit from other Units or the Common Elements, and the vertical planes of the exterior surfaces of windows and entry doors. The perimetrical Unit boundaries include the finished surface (paint, wallpaper, etc.) on the Unit side of the walls, with the framing and sheetrock or plaster being a part of the Common Elements, and they are extended to their intersections with each other and the upper and lower horizontal boundaries of the Unit. The lower horizontal boundary of each Unit is the plane of the upper surface of the concrete floor in the basement of that Unit, and the upper horizontal boundary of each Unit is the lower unfinished surface of the ceiling of the second floor of the Unit. Window screens and all fixtures, equipment and appliances located within the boundaries of each Unit, including, without limitation, portions of the heating and air-conditioning system and the hot water heater are deemed to be a part of each Unit. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof which serve only that Unit shall be deemed a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. In interpreting the Plat, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original Plat thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any Plat, regardless of settling or lateral movement of the building and regardless of minor variance between the boundaries shown on the Plat or in a deed and those of the Unit. Pursuant to Section 703.13(6) of the Act, if an Owner acquires an adjoining Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or in part, be part of the Common Elements, so long as no portion of any load bearing wall or column is materially weakened or removed and no portion of any Common Elements, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Condominium, is damaged, destroyed, or endangered. The alterations permitted by the preceding sentence shall not be deemed an alteration or relocation of boundaries between adjoining Units.

**3.5 Common Elements.** The Common Elements consist of all portions of the Condominium other than Units. Certain portions of the Common Elements are Limited Common Elements, as set out in Section 3.6.

**3.6 Limited Common Elements.** The Limited Common Elements are those portions of the Common Elements which are reserved for the exclusive use of those persons who are

entitled to the use of one or more (but less than all) of the Units. Limited Common Elements are not separate and apart from the Common Elements in general, but are limited only with respect to the exclusive use thereof by the Unit or Units to which they are assigned. Limited Common Elements are assigned as follows and not otherwise: The garages designated with Unit Number on the Plat shall be a Limited Common Element assigned to the Unit having the corresponding Unit Number. Any patio, terrace, porch, front stoop or steps serving a Unit shall be a Limited Common Element assigned to the Unit or Units having direct access thereto. Any part which separates one patio, terrace, garage, porch or steps from those of another Unit shall be a Limited Common Element assigned to both of the Units. If a walkway, steps or other means of access to the door of a Unit is designed to serve one or more (but less than all) of the Units, then it shall be a Limited Common Element appurtenant to the Unit or Units so served.

3.7 Expansion of the Condominium. Declarant reserves the option to expand the Condominium by adding to the Condominium all or part of the Additional Property on one or more occasions. There are no limitations on this option, and the consent of any Unit Owners shall not be required. Except for zoning and other governmental requirements, there are no limitations as to the location of improvements on the Additional Property. The Additional Property may be added as a whole at one time or in one or more portions at different times. The Additional Property consists of fourteen separate lots (see Exhibit B), each containing one building with sixteen (16) units. Expansions shall be made on a lot by lot basis, so that each expansion may include one or more whole lots but not parts of lots. This option shall expire seven (7) years from the date of recording this Declaration. The maximum number of Units that may be created on the Additional Property and added to the Condominium is two hundred twenty-four (224), making the maximum number of units in the Condominium three hundred twenty (320). The Additional Property (or any portion thereof) shall be subject to the use restrictions set forth herein when it is added to the Condominium. All Units shall be restricted to residential use, as set forth in Section 10.3. The Declarant shall have the right to assign Limited Common Elements on the Additional Property in accordance with the provisions of paragraph 3.6 hereof. The undivided interests in the Common Elements, Votes in the Association and liability for Common Expenses are allocated among the Condominium Units on the Submitted Property on the basis of an equal share per Unit, and, upon the expansion of the Condominium to include any portion of the Additional Property, shall be reallocated among the Condominium Units on the Submitted Property and the Additional Property on the same basis. All real estate taxes then due and payable on the portion of the Additional Property being added must be paid. Any expansion under this Section shall be effected by Declarant's executing and recording the amendments to this Declaration and the Plat required by the Act, at Declarant's sole expense. No amendment (or merger with any successor condominium regime) shall be effected without the prior written approval of the Veterans Administration, if it is then a Mortgagee. The Condominium Units thereby created and added shall be owned by Declarant, but the Common Elements shall be owned by all of the Unit Owners.

#### ARTICLE 4

#### EASEMENTS

In addition to the easements created in Section 703.32 of the Act, the easements described in this Article 4 from each Owner to each other Owner, to the Association and to the

Declarant are hereby granted, reserved and established, subject to and in accordance with the following terms and conditions:

4.1 Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his Unit over those portions of the Common Elements designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to every Condominium Unit, subject to the following provisions and limitations:

4.1.1 The right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration, which shall include, but not be limited to, the right of the Association to limit the use and enjoyment thereof to the Owners and their respective Occupants, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner and his Occupants.

4.1.2 The right of the Association to limit the number of guests of Owners.

4.1.3 The right of Owners to the exclusive use of the Limited Common Elements appurtenant to their respective Units.

4.1.4 The right of the Association to suspend the Vote and rights to the use of the recreational facilities of the Condominium by an Owner and his Occupants for any period of time during which an Assessment against his Condominium Unit remains unpaid or for a reasonable time for infraction of any provision of the Condominium Instruments or rules and regulations.

4.2 Structural Support. Every portion of a Unit or the Common Elements which contributes to the structural support of another Unit or the Common Elements shall be burdened with an easement of structural support. No Owner shall be permitted to demolish his Unit except to the extent that such demolition may be required to repair or rebuild the Unit when the same has been partially or totally destroyed.

4.3 Utilities. To the extent that any utility line, pipe, wire or conduit serving any Unit, Units or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units or the Common Elements shall be burdened with an easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such easement to be in favor of the Unit, Units or Common Elements served by the same and the Association.

4.4 Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of the Condominium, an easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any building, any Unit, any adjoining Unit, or any adjoining portion of the Common Elements shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then be repaired or reconstructed, encroachments of portions of the Common Elements upon any Unit, or of

any Unit upon any other Unit or upon any portion of the Common Elements, due to such repair or reconstruction, shall be permitted, and easements for such encroachments and the maintenance, repair and replacement thereof shall exist. This easement is intended to apply to minor unintentional encroachments that are reasonable in extent and do not deprive another of a substantial property right or use.

4.5 Maintenance and Repair. There shall be an easement in favor of the Declarant, the Association and the Unit Owners through the Units and the Common Elements as may be reasonably necessary for the installation, maintenance, repair and replacement of Units and the Common Elements. Use of this easement shall be only upon prior notice during normal business hours, except that access may be had at any time in case of emergency.

4.6 Rights of Association. There shall be a general easement to the Association, its directors, officers, contractors, agents and employees (including, but not limited to any manager employed by the Association) to enter upon the Submitted Property or any portion thereof and to enter or take access through the Units and the Common Elements as may be reasonably necessary for the installation, maintenance, repair and replacement thereof, for making emergency repairs and for other work for the proper maintenance and operation of the Condominium and for the performance of their respective duties. Each Owner shall afford to other Owners and to the Association, their respective contractors, agents, representatives and employees, such access through such Owner's Unit as may be reasonably necessary to enable them to perform such work and to exercise and discharge their respective powers and responsibilities. Except in the event of emergencies, however, such easements are to be exercised only during normal business hours and upon advance notice to and with the permission of the Owner or Occupant of a Unit directly affected thereby. The Association shall have the power to grant and accept permits, licenses and easements on, over, across and through the Common Elements for the installation, maintenance, repair and replacement of utilities, roads and for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

4.7 Rights of Declarant. So long as Declarant owns any Condominium Unit primarily for the purpose of sale, Declarant and its duly authorized contractors, representatives, agents, and employees shall have a transferable easement for the maintenance of signs, a sales office, a business office, promotional facilities and model Units on the Submitted Property, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Condominium Units on the Submitted Property or the Additional Property. During the period that Declarant owns any Condominium Unit, Declarant, its duly authorized contractors, representatives, agents and employees, shall have a transferable easement on, over, through, under and across the Common Elements for the purpose of making improvements on the Submitted Property and the Additional Property, for expanding the Condominium, and for the purpose of doing all things reasonably necessary and proper in connection therewith.

## ARTICLE 5

### MAINTENANCE AND REPAIR

5.1 Association. The Association shall maintain, repair and replace all portions of the Common Elements, except

as may be herein otherwise specifically provided. This responsibility shall include Limited Common Elements appurtenant to Units (including, without limitation, garages, patio area, front stoop, porch or steps), except that the Association shall not be responsible for the general day to day cleaning of Limited Common Areas. The Association shall also be responsible for the maintenance of the exterior finished surface of entry doors to Units, notwithstanding the fact that such doors are a part of the Units. Each Unit Owner shall be responsible for the hot water heater, furnace and any heating and air conditioning equipment serving his Unit only as a Limited Common Element. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Act or this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

5.2 Unit Owner. Each Unit Owner shall maintain, repair and replace all portions of his Unit, except those portions, if any, which are to be maintained, repaired or replaced by the Association. The Unit Owner shall maintain, repair and replace the hot water heater, furnace and any heating and air conditioning system which is a part of (or a Limited Common Element serving) his Unit, together with all fixtures, equipment and appliances installed in his Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes or other apparatus located within the boundaries of such Owner's Unit or deemed to be a part thereof as provided herein. The Unit Owner shall also maintain, repair and replace the windows, screens and doors (including the sliding glass doors) which are a part of the Unit, except for the exterior finished surface of the entry doors to the Unit, which shall be maintained by the Association. Each Unit Owner shall perform his responsibilities in such a manner so as not to unreasonably disturb other persons in other Units and shall keep his garage and any terrace, patio, porch, front stoop or steps adjoining his Unit in a neat and clean condition and free of standing water. Each Unit Owner shall promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible. The Association shall have the right but not the obligation to make any repair or replacement or to do any cleaning or maintenance which is the responsibility of the Unit Owner if the Unit Owner fails or refuses to do so, and in such event the Unit Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Unit Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Unit Owner or any of his Occupants. The cost of any such repair, replacement, maintenance or cleaning shall be added to and become part of the Assessment or portion thereof next coming due to which the Unit Owner is subject.

## ARTICLE 6

### ASSESSMENTS

6.1 Lien. Each Unit Owner covenants and agrees to pay to the Association all Assessments (general and special) provided by the Act and by this Declaration which shall be fixed, established and collected from time to time as hereinafter provided. The share of liability of each Condominium

Unit and its Owner for Assessments shall be as set out in the Schedule of Unit Information. All Assessments and other charges provided by this Declaration, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and continuing lien upon the Condominium Unit against which each such Assessment or charge is made. Each Owner shall be personally liable for Assessments coming due on his Unit while he is the Owner. Any Unit shall be conveyed subject to a lien for any unpaid Assessments subject to the provisions of Section 703.16(3) of the Act. Any grantee of a Unit is entitled to a statement from the Association or an Officer thereof setting forth the amount of the unpaid Assessments against the Unit Owner and the grantee is not liable for, nor shall the Unit conveyed be subject to a lien which is not filed under Section 703.16(4) of the Act, for any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association or Officer does not provide such statement within ten (10) business days after the grantee's request, the Association is banned from claiming any lien which is not filed under Section 703.16(4) prior to the request for the statement against grantee.

6.2 General Annual Assessments. The amount of all Common Expenses not specially assessed against one or more but less than all of the Condominium Units pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved Common Surplus, shall be assessed against the Condominium Units in accordance with the Schedule of Unit Information. The general annual Assessment shall be established by the Board of Directors in the manner set forth in this Section. During that portion of the Association's fiscal year from the recording of this Declaration to the end of said fiscal year, the annual Assessment applicable to each Condominium Unit shall be as set forth in the estimated budget for the Condominium delivered to each purchaser of a Condominium Unit. At least thirty (30) days prior to the annual meeting of the Association, the Board of Directors shall prepare and submit in writing to the Owners an estimated budget of the Common Expenses for the next succeeding fiscal year to be paid by Assessments collected from the Owners, together with the amount of the annual Assessment payable by each Owner during such fiscal year. If the estimated budget proves inadequate for any reason at any time during the year, then the Board of Directors may levy at any time a further Assessment against the Owners and notify the Owners accordingly. If for any reason an annual budget is not made by the Board, a payment in the amount required by the last prior Assessment shall be due upon each Assessment due date until changed by a new Assessment. Common Expenses of the Association to be paid through annual Assessments shall include, but shall not necessarily be limited to, the following:

6.2.1 Management fees and expenses of administration, including management, legal and accounting fees.

6.2.2 Utility charges for utilities serving the Common Elements and charges for other common services.

6.2.3 The cost of any master or blanket policies of insurance purchased for the benefit of all Owners and the Association as required by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interest of the Association and the Owners.

6.2.4 The expense of maintenance, operation and repair of the Common Elements as well as any maintenance upon

the Units which is the responsibility of the Association under the provisions of Article 5, if such expense is not covered by a special Assessment.

6.2.5 Charges for any utilities provided to the Units and not separately metered, which shall be a Common Expense of the Association.

6.2.6 Such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges such as sanitary taxes not separately assessed against each Condominium Unit, other than ad valorem real property taxes.

6.2.7 The establishment and maintenance of an adequate reserve fund or funds for the periodic maintenance, repair and replacement of those Common Elements (including Limited Common Elements) which the Association may be obligated to maintain and of a reserve to cover operating contingencies or deficiencies arising from unpaid Assessments or liens, emergency expenditures and other matters, as may be authorized from time to time by the Board of Directors. A working capital fund shall be established for the initial months of the operation of the Condominium equal to at least two (2) months of the annual Assessment applicable to each Unit, which shall be collected with respect to each Unit at the time of conveyance of such Unit by Declarant to a purchaser and shall be deposited in and maintained in a separate account of the Association for the use and benefit of the Association. The purpose of such fund is to insure that funds will be available for the Association to meet unforeseen expenditures, to pay one-time expenses at the beginning of the Association such as legal, accounting and other services and advice, and to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into such fund shall not be considered as advance payment of the annual Assessment.

The general annual Assessment for Common Expenses described above shall be paid by and collected from the Owners in accordance with their respective liabilities for Assessments. Each Owner shall be obligated to pay such Assessments to the Association in equal monthly installments on or before the first day of each calendar month. In any year in which there is an excess of Assessments and other income over expenditures, the Board of Directors, by resolution and without the necessity of a Vote of the Owners, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's Assessments or to allocate the same to one or more reserve accounts of the Association described above. Any of the foregoing provisions of this paragraph which may be construed to the contrary notwithstanding, no Assessment shall be payable under this paragraph by any Owner until this Declaration is filed for record. Therefore, the first annual Assessment payable under this paragraph shall be prorated according to the number of days remaining in the Association's fiscal year after the date on which this Declaration is filed for record.

6.3 Special Allocation of Assessments. Any Common Expenses occasioned by the negligent conduct of less than all the Unit Owners or their Occupants may be specially assessed by the Board against the Condominium Unit or Units, the negligent conduct of any Owner or Occupant of which occasioned any such Common Expenses. Notwithstanding anything to the contrary set forth herein, except as provided in Section 5.2, there shall be no special Assessments against any particular Condominium Unit for any Common Expenses associated with the maintenance,

repair, restoration, renovation or replacement of any Limited Common Elements; rather, such expenses shall be Common Expenses. The special allocation of assessments provided for in this paragraph shall be levied by the Board of Directors in its reasonable judgment, and the amount and due date(s) of such Assessments so specially allocated by the Board shall be as specified by the Board. In no event shall the Association or any member of the Board have any liability for any judgment or decision made reasonably and in good faith under this paragraph.

6.4 Special Assessments for Capital Improvements. In addition to the special and general Assessments authorized above, and in addition to the special Assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special Assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to or capital improvement of the Common Elements (including the necessary fixtures and personal property related thereto), or for the cost of repair or replacement of a portion of the Common Elements (including the necessary fixtures and personal property related thereto), which is for the benefit of all Owners; provided, however, the total amount of the special Assessment levied by the Board of Directors under and pursuant to the provisions of this Section shall not exceed the sum of \$100.00 per Condominium Unit in any one calendar year unless approved by a Majority of the Owners at a meeting duly called and held for such purpose. Owners shall be assessed for special Assessments under this Section in accordance with the liability for Assessments of their respective Condominium Units, and the due date(s) of any such special Assessments shall be specified by the Board of Directors. Notwithstanding the foregoing, so long as Declarant shall own one or more Condominium Units, no special Assessment shall be levied against the Owners under and pursuant to the provisions of this Section unless such special Assessment shall also be approved by Declarant.

6.5 Non-Payment of Assessments: Remedies of Association. Any assessment, or portion thereof, not paid when due shall be delinquent, and the Board of Directors shall have the duty to enforce the collection of all delinquent Assessments. If the same is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each Assessment or installment thereof not paid when due, shall also be due and payable to the Association. If any Assessment or portion thereof is delinquent for a period of more than five (5) days, and then is not paid within ten (10) days after written notice is given to the Owner to make such payment, the entire unpaid balance of the Assessment for the period in question may be accelerated at the option of the Board of Directors and be declared due and payable in full, and proceedings may be instituted to enforce such lien pursuant to Section 703.16 of the Act. Such notice shall be sent by certified mail, return receipt requested, to the Owner both at the address of the Unit and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the Assessments then due and payable, together with authorized late charges and interest accrued thereon. Any Assessment or portion thereof, together with authorized late charges, not paid when due shall bear interest from the date of delinquency until paid at the lesser of fifteen percent (15%) per annum or the maximum rate as may be allowed by law. The Board of Directors may suspend the Vote of the Owner during the period in which any Assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Owner as aforesaid, and the Association may bring an action at law against the the Owner obligated to

pay the same or foreclose its lien against such Owner's Condominium Unit, in which event late charges, interest and costs of collection shall be included in such lien, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Condominium Unit, and reasonable attorneys' fees actually incurred. All payments on account shall be applied first to the aforesaid costs of collection, then to late charges, then to interest, and then to the Assessment lien first due. All late charges and interest collected shall be part of the Common Surplus. Each Owner vests in the Board of Directors the right and power to bring all actions against him personally for the collection of such Assessments as a debt and to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting through the Board, shall have the power to bid in the Condominium Unit at any Foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements or abandonment of his Condominium Unit.

6.6 Priority of Lien. The lien for Assessments, once perfected, shall have the priority set forth in Section 703.16(6) of the Act.

## ARTICLE 7

### ADMINISTRATION

7.1 Administration by the Association. The Association shall administer the Condominium, and have the rights and duties with respect thereto, as set out in and subject to the Act and the Condominium Instruments.

7.2 Control by Declarant. Pursuant to Section 703.15(2)(c) of the Act, the Declarant shall have the right to appoint or remove all Directors and Officers or to exercise powers and responsibilities otherwise assigned to the Association, Board or Officers by the Act or the Condominium Instruments until the first to occur of: (i) the expiration of seven (7) years after the date of the recording of the Declaration, (ii) within thirty (30) days after the date as of which Units to which three-fourths (3/4) of the undivided interests in the Common Elements appertain shall have been conveyed by Declarant to Unit Owners, or (iii) the surrender by Declarant of such rights by an express amendment to this Declaration executed and recorded by Declarant, without the need for consent or joinder by any person. Prior to the conveyance of twenty-five percent (25%) of the undivided interest in the Common Elements to Unit Owners, 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 of the Board. Prior to the conveyance of fifty percent (50%) of the undivided interest in the Common Elements to Unit Owners, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least one-third (1/3) of the Directors of the Board. The calculation of the percentage of Common Element interest conveyed to Unit Owners shall be based on the percentage of undivided interest appertaining to each Unit which has been conveyed assuming that all the Units to be completed are included in the Condominium. Pursuant to Section 703.15(2)(f) of the Act not later than forty-five (45) days after the expiration of the period of Declarant's rights, such rights shall automatically pass to the Owners (including Declarant if Declarant then owns one or more Condominium Units) and a



special meeting of the Association shall be called as set forth in the Bylaws. At such special meeting the Owners shall elect a Board of Directors. Further, any management or other agreement or any lease entered into during the period of Declarant control shall be subject to cancellation in accordance with the provisions of the Act without cause and without penalty or termination fee upon not more than ninety (90) days prior written notice.

7.3 Duties and Powers. The duties and powers of the Association shall be those set forth in the Act, the Wisconsin Nonstock Corporations Act, this Declaration, Bylaws, and Articles of Incorporation and the other Condominium Instruments, together with those reasonably implied to effect the purposes of the Association. Except to the extent otherwise required by the Act, the Wisconsin Nonstock Corporation Act, this Declaration, Bylaws, and Articles of Incorporation or the other Condominium Instruments, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the Officers, without any further consent or action on the part of the Owners. Subject to and in accordance with the provisions or limitations set forth in the Bylaws, each Director and each Officer shall be entitled to be indemnified by the Association in connection with any threatened, pending or completed action, suit or proceeding with respect to which such person was or is a party by reason of the fact that such person is or was a Director or Officer.

7.4 Property. All funds received and title of all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Owners as herein provided and for the purposes herein stated. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Unit. In any year in which there is an excess of Assessments over expenditures, such surplus shall be applied in accordance with the provisions of Article 6.

X 7.5 Rules and Regulations. Without limiting the generality of this Article, the Board of Directors shall have the power and authority to make, amend and revoke reasonable rules and regulations concerning the use of the Units and the Common Elements as set forth in the Bylaws.

7.6 Professional Management. The Board of Directors shall employ a professional management firm to manage the operation and affairs of the Condominium and the Association. The management firm shall be employed pursuant to a written agreement executed on behalf of the Association by a majority of the Board of Directors. All such management agreements shall be terminable by the Association for cause upon thirty (30) days' written notice and without termination fee and upon ninety (90) days prior written notice and without termination fee without cause, and the term thereof may not exceed one year. The management firm shall be the agent of the Board of Directors and the Association. To the extent permitted by law, the Board of Directors shall be authorized to delegate to such management firm such of the duties and powers of the Association and of its Board of Directors and Officers as the Board of Directors shall determine. The Declarant or any person affiliated with Declarant may be employed as the professional management firm pursuant to this Section; provided, however, that notwithstanding the foregoing, any contract or agreement of any kind with the Declarant or any person affiliated with the Declarant whether for professional management or for another purpose shall be terminable by either party thereto

without cause and without payment of a termination fee upon no more than ninety (90) days' prior written notice.

7.7 Enforcement of Directors' Duties. In the event that the Board of Directors shall fail to perform any duty or duties which, under the terms and provisions of the Act, this Declaration, or the other Condominium Instruments, are to be performed by it, any Owner or First Mortgagee who is aggrieved by such failure shall have the right to proceed in equity to compel the Board of Directors to perform such duty or duties. In no event, however, shall any Director have any liability to any Owner or First Mortgagee for any failure by the Board of Directors to perform any such duty or duties, except to the extent specifically provided in the Act.

7.8 Service of Process under the Act. Pursuant to Sections 703.09(h) and 703.23(1) of the Act, \_\_\_\_\_ is the person to receive service of process in cases provided in the Act, is the registered agent of the Association (since the Association is incorporated), which name and address is on file with the Secretary of State from time to time. The initial name and address is \_\_\_\_\_.

## ARTICLE 8

### INSURANCE

8.1 General Obligation and Authority. The Association shall obtain and maintain at all times (a) insurance for all of the insurable improvements on the Submitted Property (with the exception of improvements and betterments made by the respective Owners or Occupants) against loss or damage by fire or other hazards, including extended coverage, vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage, in an amount consonant with full replacement value of such insurable improvements, (b) if there is a boiler on the Submitted Property, boiler explosion insurance evidenced by the broad form of boiler and machinery insurance policy and providing as a minimum, \$50,000.00 per accident per location, (c) fidelity coverage against dishonest acts on the part of its Directors, officers, employees, agents and volunteers responsible for handling funds belonging to or administered by the Association in an amount at least equal to the sum of three months Assessments plus reserves or in such greater amount as the Board may determine, (d) comprehensive public liability insurance, in amounts established by the Board of Directors from time to time, but in no event shall such amounts be less than \$1,000,000.00 for single limit coverage, and (e) such other types of insurance either required by Federal National Mortgage Association, Federal Home Loan Mortgage Association, Veterans Administration, Federal Housing Administration or any other applicable governmental authority or law or authorized by the Board of Directors from time to time. Such casualty, liability and fidelity coverage shall be maintained in accordance with and satisfy all of the applicable provisions of the Federal National Mortgage Association Conventional Home Mortgage Selling Supplement or in accordance with any other requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal Housing Administration or any other applicable governmental authority. When any policy of insurance has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the Officer required to send notices of meetings of the Association.

## ARTICLE 9

### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

In the event of damage by fire or other casualty to the Submitted Property or any part thereof, the provisions of this Article shall govern the repair and reconstruction. The terms "repair" or "reconstruction" as used herein shall mean repairing or restoring the Submitted Property to substantially the same condition in which it existed prior to the fire or other casualty (excluding improvements and betterments made by an Owner or Occupant) with each Unit and the Common Elements having the same boundaries as before. Any repair or reconstruction may reasonably take into account changes in construction and design techniques and materials and the cost or availability thereof. The term "substantial loss" shall mean a loss involving damage or destruction having a cost of restoration or repair of more than fifty percent (50%) of the replacement cost of the improvements which are damaged or destroyed by casualty.

#### 9.1 Damage and Destruction.

##### 9.1.1 Claims, Adjustments and Repair Estimates.

Immediately after any damage or destruction to all or any part of the Submitted Property covered by insurance purchased by the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance with respect to property losses of Owners and obtain reliable and detailed estimates of the cost of repair or reconstruction of such damaged or destroyed property.

9.1.2 Common Elements. In the case of damage or destruction to Common Elements not serving exclusively a Unit, such damage or destruction shall be repaired or reconstructed unless both (i) there is a substantial loss of the Common Elements resulting from such damage or destruction and (ii) within ninety (90) days of the date of such casualty, Owners having seventy-five percent (75%) of the Votes in the Association Vote not to repair or reconstruct.

9.1.3 Units. In the case of a casualty causing damage or destruction to a Unit, such damage or destruction (including any damage or destruction to any Common Elements serving exclusively such Unit) shall be repaired or reconstructed unless all of the following occur: (i) there is a substantial loss of the Unit or Units so damaged or destroyed; (ii) seventy-five percent (75%) or more of the Units in any one (1) building in the Condominium are damaged or destroyed by such casualty; and (iii) within ninety (90) days of such casualty, the Owner of each damaged or destroyed Unit, together with the Owners of all of the other Units contained within the building in which such Unit are Units are located, and together with the remaining Owners comprising at least seventy-five percent (75%) of the total remaining Vote of the Association agree in writing not to repair or reconstruct. Should the Owners so decide not to repair or reconstruct damaged or destroyed Units, then such damaged or destroyed Units shall not be repaired or reconstructed. The undivided interest in the Common Elements, Votes in the Association and share of liability for Common Expenses appertaining to such Condominium Units shall thenceforth appertain to the remaining Condominium Units on the basis of an equal share per Unit. Any remaining portion of such damaged or destroyed Units shall thenceforth be a part of the Common Elements, to be used or razed as determined by the Board.

9.1.4 Extension of Time. If for any reason the amount of insurance proceeds to be paid as a result of a casualty, or reliable and detailed estimates of the cost of repair or reconstruction of such casualty, are not made available within ninety (90) days after such casualty, then the ninety (90) day period specified above, shall be extended until such information is made available; provided, however, that such period of time shall in no event exceed One Hundred Fifty (150) days after such casualty.

9.1.5 Application of Proceeds: Common Elements and Units Not Repaired. If it is determined in accordance with the provisions hereof that any damaged Common Elements shall not be repaired or restored, then the insurance proceeds appertaining thereto shall be divided among the Owners in accordance with their percentage or fractional interests in the Common Elements. If it is determined in accordance with the provisions hereof that any damaged Unit shall not be repaired or restored, then the insurance proceeds appertaining thereto shall be paid to the Owner of such damaged Unit in proportion to the total damage for which proceeds are received, and thereupon such Owner shall have no further right, title or interest in the Condominium. In all cases where there is a Mortgagee endorsement with respect to a Unit, any insurance proceeds shall be disbursed to the Owner and such Mortgagee jointly, who shall use such proceeds as they alone may determine. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee. The Association shall cause the debris to be removed from any area on which was located a damaged Unit or damaged Common Elements which are not to be repaired or restored and shall landscape and restore such area to a clean, safe and attractive condition, and the Board of Directors shall have the right to levy a special Assessment against all of the Owners of the Condominium Units to raise the funds necessary to defray the costs of such work in excess of any amounts which may be available from any reserve funds of the Association maintained for such purpose.

9.2 Manner of Repair and Reconstruction. All repairs, reconstruction or rebuilding to be made as a consequence of a fire or other casualty shall be made in accordance with the following provisions:

9.2.1 Common Elements. If the damage to be repaired or reconstructed is to the Common Elements, and if the insurance proceeds payable as a result of such damage or destruction is less than 10% of the total annual revenues anticipated to be received by the Association under the then current budget of the Association, such repair or reconstruction shall be substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage, or in accordance with such different plans and specifications as may be approved for such purpose by the Board of Directors. If the damage to be repaired or reconstructed is to the Common Elements, and if the insurance proceeds available as a result of such damage or destruction is greater than 10% of the total annual revenues anticipated to be received by the Association under the then current budget of the Association, such repair or reconstruction shall be substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage, or in accordance with such different plans and specifications as may be approved for such purpose by the Board of Directors; provided, however, that in the event the Board of Directors shall approve plans and specifications for the repair or reconstruction of such damaged property which differ materially from those of the damaged property prior to the occurrence of such damage, such plans and specifications shall

be submitted for the approval of a Majority of the Association, if a request to such effect is submitted in writing signed by Owners together possessing at least 15% of the total Vote of the Association no later than 14 days after the meeting at which the Board of Directors approve such differing plans and specifications.

9.2.2 Units. If the damage to be repaired or reconstructed is to any Unit, such repair, reconstruction or rebuilding shall be substantially in accordance with the plans and specifications for such damaged Unit prior to the occurrence of such damage.

9.2.3 Responsibility for Repair or Reconstruction. All of the work of repairing or reconstructing any portion of the Submitted Property, the damage to or destruction of which resulted in the payment of any insurance proceeds under any insurance policy maintained by the Association, shall be the responsibility of the Association and shall be performed under the supervision of the Board of Directors. In discharging such supervisory responsibility, the Board of Directors shall be authorized, but shall not be obligated, to employ as its agent or consultant such building supervisors or architects as the Board of Directors shall determine. Any fees which shall be payable to any such building supervisor or architect as shall be employed by the Board of Directors shall be a Common Expense of the Association.

### 9.3 Costs of Repair and Reconstruction.

9.3.1 Common Elements. The costs of repairing or reconstructing any portion of the Common Elements not exclusively serving any Unit which shall be damaged or destroyed shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds, together with any amounts as may be available from any reserve funds maintained by the Association for such purposes, are not sufficient to defray such costs of repair or reconstruction, then the Board of Directors shall levy a special assessment against all of the Owners and the Condominium Units to raise the excess funds necessary to defray such costs.

9.3.2 Units and Common Elements Exclusively Serving Units. The costs of repairing or reconstructing each Unit which shall be damaged or destroyed, together with any portion of the Common Elements exclusively serving such Unit which shall be damaged or destroyed, shall be paid with the insurance proceeds which shall be paid to the Association on account of such damage or destruction for such Unit. If any amounts shall remain after all of the costs and expenses of repairing and reconstructing the Unit are paid, such amounts shall be paid jointly to the Owner and his Mortgagee. If the amount held by the Association for such Unit is not sufficient to defray such cost of repair and reconstruction, then the Board of Directors shall levy a special assessment against the Owners and the Condominium Units so involved to raise the excess funds necessary to defray such costs.

9.3.3 Common Elements Exclusively Serving a Unit. For purposes of this Article, Common Elements shall be deemed to serve exclusively a particular Unit only if they constitute all or a portion of the building in which such Unit is contained or a Limited Common Element assigned to such Unit.

## ARTICLE 10

### ARCHITECTURAL CONTROL, USE RESTRICTIONS AND SALE OR LEASING OF UNITS

To assure a community of congenial Owners and thus protect the value of the Condominium Units, the Submitted Property shall be subject to the restrictions set forth in this Article and in the rules and regulations of the Association.

10.1 Approval Required for Changes. To preserve the architectural appearance of the Condominium, no construction, painting or other changes of any nature whatsoever shall be commenced or maintained by any Unit Owner other than Declarant with respect to the exterior of any Unit or any other portion of the Condominium, including any Limited Common Elements appurtenant thereto, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board of Directors. An Owner may make improvements and alterations within his Unit; provided, however, that no Owner shall make any structural alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that Unit or any other Unit or otherwise materially lessen the support of any portion of the Condominium. No Owner shall impair any easement without first obtaining the written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit such easement exists.

10.2 Lighting. The design, type, location, size, intensity and color of all exterior lights (including both those mounted as part of the original design of the Submitted Property or otherwise in place at the time of the conveyance of a Unit to an Owner and those mounted with the consent of the Board of Directors) shall be subject to the prior written approval of the Board of Directors.

10.3 Residential Purposes. Except for Declarant's rights as set forth herein, all Units shall be, and the same hereby are, restricted exclusively to residential use, and the occupancy thereof shall be subject to such restrictions as the Board of Directors may establish pursuant to the rules and regulations of the Association.

10.4 Business Activities and Signs. No business activities, other than the development and sales activities of Declarant as permitted hereunder, shall be conducted on any portion of the Submitted Property. Except as may be required by legal proceedings and except as permitted in accordance with Section 4. hereof, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Submitted Property without the express prior written permission of the Board of Directors, and the approval of signs and posters shall be upon such conditions as may from time to time be determined by the Board of Directors. Notwithstanding the foregoing, the provisions of this Section shall not apply to any signs maintained on the Submitted Property by Declarant, its agents, representatives or assigns, during the period that Declarant has any Condominium Unit for sale, or to any notice or other advertisement posted on any community bulletin board by an Owner or his licensed real estate broker or agent or to a "For Sale" sign posted by a

Mortgagee who becomes the Owner as purchaser at a Foreclosure sale conducted with respect to a Mortgage or as transferee pursuant to any proceeding in lieu thereof, subject to reasonable rules and regulations established by the Board of Directors with respect to such "For Sale" sign.

10.5 Pets. No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Submitted Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, except that such a structure may be constructed or maintained within any balcony, deck, patio, terrace area or other Limited Common Element if the same shall be approved in advance in writing by the Board of Directors. Pets shall be under leash when walked or exercised in any portion of the Common Elements. No pet shall be permitted to leave its droppings on any portion of the Common Elements, and the Owner of such pet shall immediately remove the droppings. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular pet is permitted or such pet is a nuisance and shall have the right to require the Owner of a particular pet to remove such pet from the Condominium if such pet is found to be a nuisance or to be in violation of these restrictions.

10.6 Use of Common Elements. The use and enjoyment of the Common Elements by the Owners and their Occupants shall be subject to such reasonable rules and regulations as may be made and amended from time to time in accordance with Section 7.5 of this Declaration. This Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

10.7 Antennas. No antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Submitted Property, whether attached to a building or structure or otherwise; provided, however, that Declarant and the Association shall have the right to erect, construct and maintain such devices.

10.8 Parking Motor Vehicles, Trailers, Boats, etc. Automobiles shall be operated and parked only upon those portions of the Common Elements designated for such purpose by the Plat or by the Board of Directors. With respect to all parking spaces not assigned as Limited Common Elements, the Board may adopt and change from time to time such rules and regulations as it may deem appropriate, including but not limited to open parking or reserved parking with a fee or rent charged. Other motor vehicles, including, without limitation, mobile homes, motor homes, truck campers, trailers of any kind and boats, shall be kept, placed, stored, parked, maintained or operated only upon those portions of the Submitted Property, if any, designated specifically for such purpose by the Board of Directors. Further, although not expressly prohibited hereby, the Board of Directors may prohibit mobile homes, motor homes, truck campers, trailers of any kind, motorcycles, motor scooters, motorized bicycles, mo-peds, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Submitted Property if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Condominium.

10.9 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Submitted Property, except in containers specially designated for such purpose, nor shall any odors be permitted, so as to render any portion of the Submitted Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Submitted Property. No nuisance shall be permitted to exist or operate upon any portion of the Submitted Property so as to be offensive or detrimental to persons using or occupying other portions of the Submitted Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Submitted Property.

10.10 Prohibited Activities. Noxious or offensive activities shall not be carried on in any Unit or in any part of the Common Elements. Each Owner and Occupant shall refrain from any act or use of his Unit or the common elements which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the other Owners and Occupants, or which could result in the cancellation of insurance on any Unit or any portion of the Common Elements, or which would be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Submitted Property.

10.11 Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Submitted Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provisions shall apply.

10.12 Exterior Appearance. To provide a neat, attractive and harmonious appearance throughout the Condominium, no awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board of Directors or an architectural committee appointed by the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door shall be white or off-white. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Submitted Property, nor shall any clothing, rugs or any other item be hung on any railing or fence enclosing any balcony, deck, terrace or patio.

10.13 Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the period of the sale of the Condominium Units it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Submitted Property as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Condominium Units, including, but without limitation, business

offices, signs, model units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Submitted Property for such purposes and to use any Units owned by Declarant as model Units and as offices for the sale of the Condominium Units and related activities, such Units being located and described as provided herein and in the other Condominium Instruments.

10.14 Sale or Leasing. The following provisions shall apply to sales or leases of Condominium Units.

10.14.1 The right of any Owner, including Declarant, to sell, transfer, convey, mortgage, encumber or pledge the Condominium Unit owned by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association or any other Owner.

10.14.2 No Owner may Lease his Condominium Unit for transient or hotel purposes. Any Lease shall be subject in all respects to the provisions of the Condominium Instruments and the rules and regulations of the Association; any failure by the lessee to comply with the terms of such the Condominium Instruments shall be a default under the Lease. In the event of the non-compliance by any tenant of a Condominium Unit with the terms of the Condominium Instruments, the Board of Directors shall have the right to require the Owner or lessee of such Condominium Unit to comply and the right to levy a charge or fine against the Owner of such Condominium Unit for such non-compliance.

10.14.3 Any of the foregoing provisions of this Section which may be construed to the contrary notwithstanding, the Lease by Declarant of any Condominium Unit owned by Declarant or the Lease by a Mortgagee who becomes the Owner of a Condominium Unit at a Foreclosure sale conducted with respect to the Mortgage on such Condominium Unit or as transferee pursuant to any proceeding in lieu thereof, so long as such Condominium Unit is owned by such person, shall not be subject to the provisions of this Section except that the occupancy of any Condominium Unit by any lessee of such person shall be otherwise subject to the provisions of the Condominium Instruments and the rules and regulations of the Association.

## ARTICLE 11

### GENERAL PROVISIONS

11.1 Amendment. This Declaration may be amended at any time and from time to time by the affirmative Vote of Owners having at least three-fourths (3/4ths) of the total Vote of the Association; provided, however, that during such time as Declarant has the right to appoint and remove members of the Board of Directors and Officers pursuant to Section 7.2 or the right to expand the Condominium pursuant to Section 3.7, such amendment shall require the agreement of both Declarant and Owners to which three-fourths (3/4ths) of the Votes in the Association appertain, exclusive of any Vote or Votes appertaining to any Condominium Unit or Units then owned by Declarant. So long as the same shall not (a) adversely affect the title to any Condominium Unit, (b) change the percentage of undivided ownership interest in and to the Common Elements of the Condominium appurtenant to any Condominium Unit, (c) materially alter or change any Owner's right to the use and enjoyment of his Unit or the Common Elements as set forth in

this Declaration, or (d) otherwise make any material change in this Declaration, each Owner agrees that, if requested to do so, such Owner will consent to the amendment of the Condominium Instruments, (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, including without limitation the provisions of the Act, or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by the governmental statutes, laws, rules or regulations applicable to or promulgated by a governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration or Federal Housing Administration, to enable such lender or purchaser to make or purchase mortgage loans on any Condominium Unit, or (iii) if any such amendment is necessary to enable any governmental agency to insure mortgage loans on the Condominium Units based on the statutes, laws, rules or regulations applicable to or promulgated by such agency. Except as expressly permitted or required by the Act and this Declaration, any amendment to this Declaration which would change the boundaries of any Unit, the undivided interest in the Common Elements, the number of Votes in the Association or the liability for Common Expenses appertaining to any Condominium Unit shall be approved in writing by all Owners and all holders of all Mortgages encumbering the Condominium Units. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration, which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to any Mortgagee shall require the prior written approval of such Mortgagee. Amendments to this Declaration or the other Condominium Instruments may be proposed by Declarant, by the Board of Directors, or by petition signed by Owners having at least thirty (30%) percent of the total Votes of the Association. Agreement of the required majority of Owners to any amendment of the Condominium Instruments shall be evidenced by their execution of the amendment. Any such amendment of the Condominium Instruments, including this Declaration, shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any Mortgagee required with respect to such amendment shall also be recorded with such amendment.

11.2 Eminent Domain. In the event that all or part of the Submitted Property shall be taken by any authority having the power of eminent domain, the allocation of the award for such condemnation and all related matters, such as the reallocation of undivided interests in the Common Elements, liabilities for Assessments and Votes, shall be handled pursuant to and in accordance with the Act. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any First Mortgage on a Condominium Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or of any other Condominium Instrument establishing the Condominium will entitle the Owner or other person to priority over any Mortgagee with respect to the distribution of the proceeds of any award or settlement relating to such Condominium Unit.

11.3 Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Act for the benefit of Declarant, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or

other person shall have any right, title or interest whatsoever in the Condominium or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and such Mortgagees as herein provided, the Owners shall have the right to cancel, extend, modify, amend or otherwise change the provision of this Declaration without the consent, permission or approval of any adjoining owner or third person.

11.4 Termination. The Common Elements shall remain undivided, and unless the condominium form of ownership hereby established is terminated as hereinafter provided, no Owner nor any other person shall bring any action for partition or division of the whole or any part of any Condominium Unit or of the whole or any part of the Common Elements. The Condominium may be terminated or abandoned only by the agreement of (a) the Owners of the Condominium Units to which four-fifths of the Votes in the Association appertain, exclusive of any Vote or Votes appurtenant to any Unit or Units then owned by the Declarant, together with (b) First Mortgagees of Condominium Units to which four-fifths of the Votes in the Association appertain, and (c) the Declarant, if at that time the Declarant shall own any Condominium Unit within the Condominium.

11.5 Enforcement. Each Owner shall comply strictly with the provisions of the Condominium Instruments and rules and regulations of the Association. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Owner or Owners, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the Common Elements, including any Limited Common Elements, where a violation exists and, at the expense of the violating Owner, abate or remove any erection, thing or condition that may be or exist contrary to the intent and meaning of the Condominium Instruments or rules and regulations, if after notice and hearing as set forth in the Bylaws, it shall not have been corrected by such Owner. Neither the Association, nor its agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of the Condominium Instruments and rules and regulations is essential for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association or, in any proper case, any aggrieved Owner or Owners, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. No delay, failure or omission on the part of the Association or any aggrieved Owner or Owners in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association or its Officers or Directors for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long

continued, or for the imposing of provisions which may be unenforceable.

11.6 Exhibits. All exhibits referred to in and attached to this Declaration or any other Condominium Instrument are incorporated in this Declaration or such other Condominium Instrument in full.

11.7 Duration. Unless the Condominium is terminated as herein otherwise provided, the provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and Mortgagees, their heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted by law.

11.8 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of the Condominium. The provisions hereof shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date it is filed for record. In the event of any conflicts or inconsistencies between the Act, this Declaration or the Bylaws, the terms and provisions of the Act and this Declaration, in that order, shall prevail.

11.9 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.10 Rights of Mortgagees and Unit Owners. In addition to the rights of Mortgagees elsewhere provided, each Mortgagee and each Unit Owner shall: (a) be entitled to written notice from the Association of any default by an Owner in the performance of his obligations under the Condominium Instruments which is not cured within sixty (60) days specifically including any delinquency in payment of an Assessment; (b) be entitled to receive notice of and to designate a representative to attend and observe all meetings of Owners, but not meetings of the Board of Directors; (c) be entitled to receive written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which a Mortgagee holds a Mortgage; (d) be entitled to receive thirty (30) days prior written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (e) be entitled to receive written notice of any proposed action which would require the consent of a specified percentage of the Mortgagees; and (f) be furnished copies of annual financial reports within 120 days after the end of the Association's fiscal year; provided, however, that such Owner or Mortgagee shall first file with the Association a written request (setting forth the name of such Owner or Mortgagee and the Identifying Number of the Unit with respect to which such request is made) that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the Mortgagee or Owner at an address stated in such notice. Further, each Mortgagee and Unit Owner shall, upon request, be entitled to inspect the books, records and financial statements of the Association (including the Condominium Instruments, Bylaws, Articles of Incorporation and other documents) during

normal business hours. Any First Mortgagee shall, upon written request, be entitled to an audited financial statement of the Association for the immediately preceding fiscal year, free of charge to the First Mortgagee so requesting it.

11.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

11.12 Captions. The captions of each Article and Section hereof as to its contents are inserted only for convenience and are in no way to be construed as defining, extending or otherwise modifying or adding to the particular Article or Section.

11.13 Restrictions on Other Actions. Notwithstanding anything to the contrary contained in the Condominium Instruments, Bylaws and Articles of Incorporation except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote for each First Mortgage owned) and Owners (other than the Declarant) of the Condominium Units have given their prior written approval, neither the Association nor the Owners shall be entitled to:

11.13.1 By act or omission, seek to abandon or terminate the Condominium.

11.13.2 Except for special assessments levied pursuant to Section 6.3 hereof, and except for the distribution of hazard insurance proceeds pursuant to paragraph 9.3.2 hereof, change the prorata interest or obligations of any Condominium Unit for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of each Condominium Unit in the Common Elements.

11.13.3 Partition or subdivide any Condominium Unit, except in the case of relocation of Unit boundaries pursuant to Section 3.4 hereof.

11.13.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, except in the case of reassignment of Limited Common Elements pursuant to Section 3.6 hereof (neither the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium nor the transfer, sale or encumbrance of an undivided interest in the Common Elements, as an appurtenance to a Unit, shall be deemed a transfer within the meaning of this subparagraph).

11.13.5 Use hazard insurance proceeds for losses to any part of the Submitted Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Submitted Property.

Notwithstanding anything to the contrary contained in the Condominium Instruments, the provisions of this Section may be amended only by the Vote of Owners having at least seventy-five

percent (75%) of the total Vote of the Association and at least seventy-five percent (75%) of the First Mortgagees (based on one vote for each First Mortgage); provided, however, that during such time as Declarant owns any Condominium Unit, such amendment shall require the agreement of Declarant, Owners to which seventy-five percent (75%) of the Votes in the Association appertain, exclusive of any Vote or Votes appertaining to any Condominium Unit or Units then owned by Declarant, and the First Mortgagees as aforesaid.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal as of the day and year first above written.

JAROT, INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

[Corporate Seal]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to wit:

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the above named \_\_\_\_\_ as \_\_\_\_\_ of Jarot, Incorporated and \_\_\_\_\_ as \_\_\_\_\_ of Jarot, Incorporated, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Seal:

This instrument was drafted by  
Sam F. Hatcher of Alston & Bird.

Please Return to:

Sam F. Hatcher  
Alston & Bird  
1200 Citizens and Southern  
National Bank Building  
35 Broad Street  
Atlanta, Georgia 30335

EXHIBIT A  
to  
DECLARATION OF CONDOMINIUM

DESCRIPTION OF SUBMITTED PROPERTY

All that tract or parcel of land lying in the Land Lots described as follows:

Lots One (1), Two (2), Three (3), Five (5), Six (6), and Seven (7) in Block Two (2) being a Resubdivision of Richton Subdivision of Lot Three (3), Block Three (3) and Lots One (1), Two (2), Three (3) and Four (4) Block Four (4), in Bay Village, being a Resubdivision of Richton Subdivision, of Lot Three (3), Block Three (3), and Lots One (1), Two (2), Three (3) and Four (4), Block (4) Assessor's Plat No. 245 and a Subdivision of part of the South-East One-quarter (1/4) of Section Thirty-two (32) in Township Eight (8) North, of Range Twenty-two (22) East, in the Village of Whitefish Bay, County of Milwaukee and State of Wisconsin.

EXHIBIT B  
to  
DECLARATION OF CONDOMINIUM

DESCRIPTION OF ADDITIONAL PROPERTY

Lot One (1) in Block One (1)  
Lot Two (2) in Block One (1)  
Lot Three (3) in Block (1)  
Lot Four (4) in Block One (1)  
Lot Five (5) in Block One (1)  
Lot One (1) in Block Three (3)  
Lot Two (2) in Block Three (3)  
Lot Three (3) in Block Three (3)  
Lot Four (4) in Block Three (3)  
Lot One (1) in Block Four (4)  
Lot Two (2) in Block Four (4)  
Lot Three (3) in Block Four (4)  
Lot Four (4) in Block Four (4)

in Bay Village, being a Resubdivision or Richton Subdivision, of Lot Three (3), Block Three (3) and Lots One (1), Two (2), Three (3) and Four (4), Block Four (4), Assessor's Plat No. 245, and a Subdivision of part of the South East One-quarter (1/4) of Section Thirty-two (32), in Township Eight (8) North, of Range Twenty-two (22) East, in the Village of Whitefish Bay, County of Milwaukee and State of Wisconsin.

EXHIBIT C  
to  
DECLARATION OF CONDOMINIUM

SCHEDULE OF UNIT INFORMATION

This exhibit sets forth for each Condominium Unit its Unit Number and share of undivided interest in the Common Elements, vote in the Association, and liability for Common Expenses.

Each Condominium Unit has an equal share of undivided interest in the Common Elements, Vote in the Association, and liability for Common Expenses.

| <u>Unit Number</u> | <u>Share of Common Elements,<br/>Vote and Common Expenses</u> |
|--------------------|---------------------------------------------------------------|
| 4833               | One Equal Share per Unit                                      |
| 4835               | One Equal Share per Unit                                      |
| 4837               | One Equal Share per Unit                                      |
| 4839               | One Equal Share per Unit                                      |
| 4841               | One Equal Share per Unit                                      |
| 4843               | One Equal Share per Unit                                      |
| 4845               | One Equal Share per Unit                                      |
| 4847               | One Equal Share per Unit                                      |
| 4849               | One Equal Share per Unit                                      |
| 4851               | One Equal Share per Unit                                      |
| 4853               | One Equal Share per Unit                                      |
| 4855               | One Equal Share per Unit                                      |
| 4857               | One Equal Share per Unit                                      |
| 4859               | One Equal Share per Unit                                      |
| 4861               | One Equal Share per Unit                                      |
| 4863               | One Equal Share per Unit                                      |
| 4865               | One Equal Share per Unit                                      |
| 4867               | One Equal Share per Unit                                      |
| 4869               | One Equal Share per Unit                                      |
| 4871               | One Equal Share per Unit                                      |
| 4873               | One Equal Share per Unit                                      |
| 4875               | One Equal Share per Unit                                      |
| 4877               | One Equal Share per Unit                                      |
| 4879               | One Equal Share per Unit                                      |
| 4881               | One Equal Share per Unit                                      |
| 4883               | One Equal Share per Unit                                      |
| 4885               | One Equal Share per Unit                                      |
| 4887               | One Equal Share per Unit                                      |
| 4889               | One Equal Share per Unit                                      |
| 4891               | One Equal Share per Unit                                      |
| 4893               | One Equal Share per Unit                                      |
| 4895               | One Equal Share per Unit                                      |
| 4901               | One Equal Share per Unit                                      |
| 4903               | One Equal Share per Unit                                      |
| 4905               | One Equal Share per Unit                                      |
| 4907               | One Equal Share per Unit                                      |
| 4909               | One Equal Share per Unit                                      |
| 4911               | One Equal Share per Unit                                      |
| 4913               | One Equal Share per Unit                                      |
| 4915               | One Equal Share per Unit                                      |
| 4917               | One Equal Share per Unit                                      |
| 4919               | One Equal Share per Unit                                      |
| 4921               | One Equal Share per Unit                                      |
| 4923               | One Equal Share per Unit                                      |
| 4925               | One Equal Share per Unit                                      |

|      |                          |
|------|--------------------------|
| 4927 | One Equal Share per Unit |
| 4929 | One Equal Share per Unit |
| 4931 | One Equal Share per Unit |
| 4832 | One Equal Share per Unit |
| 4834 | One Equal Share per Unit |
| 4836 | One Equal Share per Unit |
| 4838 | One Equal Share per Unit |
| 4840 | One Equal Share per Unit |
| 4842 | One Equal Share per Unit |
| 4844 | One Equal Share per Unit |
| 4846 | One Equal Share per Unit |
| 4848 | One Equal Share per Unit |
| 4850 | One Equal Share per Unit |
| 4852 | One Equal Share per Unit |
| 4854 | One Equal Share per Unit |
| 4856 | One Equal Share per Unit |
| 4858 | One Equal Share per Unit |
| 4860 | One Equal Share per Unit |
| 4862 | One Equal Share per Unit |
| 4864 | One Equal Share per Unit |
| 4866 | One Equal Share per Unit |
| 4868 | One Equal Share per Unit |
| 4870 | One Equal Share per Unit |
| 4872 | One Equal Share per Unit |
| 4874 | One Equal Share per Unit |
| 4876 | One Equal Share per Unit |
| 4878 | One Equal Share per Unit |
| 4880 | One Equal Share per Unit |
| 4882 | One Equal Share per Unit |
| 4884 | One Equal Share per Unit |
| 4886 | One Equal Share per Unit |
| 4888 | One Equal Share per Unit |
| 4890 | One Equal Share per Unit |
| 4892 | One Equal Share per Unit |
| 4894 | One Equal Share per Unit |
| 4900 | One Equal Share per Unit |
| 4902 | One Equal Share per Unit |
| 4904 | One Equal Share per Unit |
| 4906 | One Equal Share per Unit |
| 4908 | One Equal Share per Unit |
| 4910 | One Equal Share per Unit |
| 4912 | One Equal Share per Unit |
| 4914 | One Equal Share per Unit |
| 4916 | One Equal Share per Unit |
| 4918 | One Equal Share per Unit |
| 4920 | One Equal Share per Unit |
| 4922 | One Equal Share per Unit |
| 4924 | One Equal Share per Unit |
| 4926 | One Equal Share per Unit |
| 4928 | One Equal Share per Unit |
| 4930 | One Equal Share per Unit |

For information, the Unit Number of each Condominium Unit is the same as its street number and mailing address on N. Santa Monica Boulevard (for odd numbers 4833-4931) and N. Shoreland Avenue (for even numbers 4832-4930), Whitefish Bay, Wisconsin.