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Declaration of
The Bastide at the Gatehouse, a Condominium

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Parcel 1 of Certified Survey Map No. 9446, recorded October 23, 2002, in Volume 86 of Certified Survey Maps on Pages 131 to 137 as Document No. 2865685, being a part of the Northwest ¼ of the Northeast ¼ of Section 29, Town 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

**DECLARATION
OF
THE BASTIDE AT THE GATEHOUSE, A CONDOMINIUM**

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This Declaration is made effective as of this 18th day of November 2003 by Legacy Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant hereby declares that it is the sole owner of the real property located in the City of Waukesha, Waukesha County, Wisconsin, more particularly described in **EXHIBIT A**, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements (the "Property"). Declarant hereby submits the Property to the condominium form of ownership as provided in the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes, as now existing and hereafter amended from time to time.). All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

Section I

DEFINITIONS

1.1 Defined Terms.

The following terms shall be defined as follows:

- (a) "Act" means Chapter 703 of the Wisconsin Statutes known as the Condominium Ownership Act, as amended from time to time.
- (b) "Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 4.1, below, in the Common Elements and the liability for Common Expenses.
- (c) "Architectural Control Committee" means the committee, which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.
- (d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit.
- (e) "Association" means The Bastide at the Gatehouse Condominium Association, Inc.
- (f) "Board of Directors" or "Board" means the governing body of the Association.
- (g) "Building(s)" means any structure containing one or more Units, which is situated on the Property.

- (h) "Building Plans" means the plans attached hereto and made a part hereof as **EXHIBIT B** and any supplemental plans thereto which may be required for construction of Buildings.
- (i) "Bylaws" means the Bylaws of "The Bastide at the Gatehouse Condominium Association, Inc."
- (j) "Common Expenses" means all of the expenses of the Association.
- (k) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.
- (l) "Condominium" means The Bastide at the Gatehouse, a Condominium.
- (m) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Floor Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and this Declaration.
- (n) "Declarant" means Legacy Partners, LLC.
- (o) "Declaration" means this Declaration of The Bastide at the Gatehouse, a Condominium.
- (p) "Director" means a Member of the Board of Directors of the Association.
- (q) "FNMA" means the Federal National Mortgage Association.
- (r) "General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.
- (s) "General Common Elements" means all Common Elements except for any Limited Common Elements.
- (t) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners.
- (u) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.
- (v) "Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.

- (w) "Mortgage means any recorded mortgage or land contract encumbering a Unit.
- (x) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.
- (y) "Member" means every Unit Owner, who by their status as a Unit Owner is also a Member of the Association.
- (z) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.
- (aa) "Phase" means the particular Building and other improvements to be constructed during a particular time frame of this development.
- (bb) "Plat" means the Plat of Survey, attached hereto as **EXHIBIT A**, of the Condominium being recorded pursuant to the Act simultaneously with this Declaration and constituting a part of this Declaration, as the same may be amended from time to time.
- (cc) "Property" means the real property as described on **EXHIBIT A**, and any amendment thereto.
- (dd) "Rules and Regulations" means the Rules and Regulations for the Condominium adopted by the Declarant, and as amended from time to time by the Declarant or the Board of Directors.
- (ee) "Special Amendment" means an amendment to this Declaration, which does not require the consent of any Unit Owner other than the Declarant.
- (ff) "Special Assessment" means any assessment made against the Unit Owner and its Unit, which is not a General Assessment and is assessed against a Unit Owner and its Unit for expenses incurred by the Association.
- (gg) "Unit" means a part of the Condominium intended for private use by the Unit Owner.
- (hh) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

Section II

ASSOCIATION OF UNIT OWNERS

2.1 Membership, Duties and Obligations.

Each Unit Owner shall be a Member of the Association of Unit Owners to be known as The Bastide at the Gatehouse Homeowners Association which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a nonstock, nonprofit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents.

2.2 Voting Rights.

There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association, which individual is entitled to cast the vote on behalf of all co-owners.

2.3 Declarant's Right to Vote.

The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant, whether or not constructed. For purposes of this Section II, and notwithstanding any other provision in this Declaration, the Bylaws or any other Condominium Document, the Declarant is entitled to vote all the votes of any Units it owns.

2.4 Architectural Control Committee.

The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Control Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner, and the Architectural Control Committee shall not approve any plan which would add a material amount of additional living space to any Unit or which would materially increase the size of the Common Elements. The Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors. The initial Architectural Control Committee shall be appointed by Declarant and Declarant shall have the right to appoint committee members until all Units are sold, or until Declarant surrenders such right and so notifies the Board of Directors. The Architectural Control Committee shall be subject to, and shall abide by, certain deed restrictions recorded with the Waukesha County Register of Deeds, entered into with the City of Waukesha, Wisconsin, as a condition of permit approval with the City of Waukesha, Wisconsin.

Section III

DESCRIPTION

3.1 Description of Buildings.

The approximate location and dimensions of the Building(s) in which the Units are located are shown on the Plat of Survey and the Building Plans.

3.2 Description of Units And Expansion Plans.

The Condominium shall consist of 1 Building with 24 Units. Each Unit shall be distinctly identified with the first digit identifying the floor level as indicated on the Plat of Survey (Exhibit A). The Declarant expressly reserves the right to expand the Condominium to include an additional Building, containing between 12 and 14 units. This reservation for expansion will take place in one phase as noted in Exhibit A hereto.

The following shall be the boundaries of the Units:

- (a) **Vertical Boundaries.** The vertical boundaries of a Unit shall be the vertical plane of the interior surface of the wall or studs, which support the drywall, wood, or plaster perimeter walls bounding any such Unit.
- (b) **Horizontal Boundaries.** The horizontal boundaries of the Unit shall be:
 - (i) **Upper Boundary.** The upper boundary of any portion of a Unit, which is under another Unit, is the horizontal plane of the bottom surface of the floor joist above the highest floor of such Unit. The upper boundary of any portion of a Unit which is not below another Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.
 - (ii) **Lower Boundary.** The lower boundary of a Unit, which is above another Unit, is the horizontal plane of the top surface of the floor joists below the lowest floor of such Unit. The lower boundary of a Unit, which is not above another Unit, is the top surface of the concrete floor slab below the lowest floor of such Unit.
- (c) **Additional Items:** Each Unit shall include the following, if any:
 - (i) the air conditioning, heating and hot water systems and equipment, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and

laterals, and all other utility lines and distribution systems, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls and partitions, floor and wall coverings, including those within a porch, patio or deck; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit.

- (ii) all exterior doors (including doors to any patio or deck serving the Unit, rear entrance door, the front entrance door and foyer to each Unit) and any and all hardware, including without limitation, door locks, hinges, garage door openers and related mechanical systems, if any associated with such doors; all windows, screens and sky lights.

3.3 Limited Common Elements.

The Limited Common Elements include:

- (a) all driveway areas, sidewalks, access steps, landings, walkways and landscaped areas serving a Unit or a number of specific Units; and
- (b) mechanical rooms located within the Building, which room houses equipment servicing more than one of the Units within the building.

3.4 General Common Elements.

The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, the following:

- (a) all entrances to the Property, parking areas, roadways, sidewalks, common walkways, pathways, and private streets, access steps, landings, landscaped area, and open space; and
- (b) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits, water lines, drainage, electrical, telephone, cable television, master television, fire and communication systems, gas, sewer, heating, air conditioning and plumbing systems.

3.5 Declarant's Right to Change Plans.

Declarant reserves the right to change the layout, location, dimensions and construction details of the Buildings, Units and Common Elements shown on the Plat and Building Plans which are not yet constructed, provided that such changes shall not substantially alter the nature, value and quality of the Buildings, Units or Common Elements.

Section IV

ALLOCATED INTERESTS

4.1 Allocated Interest.

Every Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and/or the Condominium Documents, which rights shall be appurtenant to and run with the Unit. The Allocated Interest for this first phase of the Condominium development shall be 4.16% per unit (1/24 units). If the Condominium is expanded, the Allocated Interest for all Units shall be adjusted according to the number of Units added to the original 24 Units.

Section V

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

5.1 Responsibility of Unit Owners.

(a) Each Unit Owner, at its sole expense, shall be responsible for keeping its Unit (excluding items which are visible from the Common Elements) including without limitation the items identified in Section 3.2(c)(i) and all of the equipment, fixtures and appurtenances located on or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of any lighting fixtures, refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, the air conditioning, heating and hot water systems and equipment, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, and all communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(b) Notwithstanding Section 5.1(a), for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 3.2 (c) (ii) and other similar items which are visible from the Common Elements, and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit of which the items identified in Section 3.2 (c) (ii) and other similar external items are a part and/or service, and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer, gas mains and laterals and all other utility lines and distribution systems appertain, shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items. Prior to any work being

performed by or on behalf of the Association which work will be charged to a Unit Owner and/or a Unit under this Section 5.1(b), the Association shall give the affected Unit Owner 30 days prior written notice and an opportunity within such 30 day period to make arrangements to have the work performed by a contractor of the Unit Owner's choice so long as such contractor is also acceptable to the Association. If the Unit Owner fails to retain a contractor to perform the desired work within such 30-day period, the Association may proceed to have the work performed by a contractor of its choice and the Unit Owner and Unit shall be bound by the costs negotiated by the Association. Notwithstanding anything to the contrary contained in the Section 5.1(b), no notice shall be required before the Association undertakes work or contracts for services which are of an emergency nature and must be performed as soon as possible to protect the health, safety and property of the other Unit Owners and their guests or other persons on or near the Property.

(c) The Unit Owner shall at all times maintain the temperature of its Unit at or above 50° Fahrenheit.

(d) The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge its obligation pursuant to this Section 5.1. If a Unit Owner fails to discharge its obligations pursuant to this Section 5.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and, if any of the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

5.2 Responsibility of Association.

The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

(a) such actions as may be necessary to maintain the open space in accordance with the Rules and Regulations and in compliance with all applicable laws, codes and ordinances;

(b) all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows, roofs, and Common Element doors;

(c) lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;

(d) snow and ice removal from paved sidewalks, driveways, and parking areas of the Property;

(e) maintenance, repair, or restoration of sidewalks, walkways, driveways, and parking areas of the Property;

(f) maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning and pipes and ducts in Common Elements;

(g) purchase, maintenance, repair, replacement, and storage of equipment and materials required to accomplish the foregoing; and

(h) maintenance and repair of the floor joists and/or the unimproved cement floor of the lowest floor of each Unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joists or the cement floor.

5.3 Repair and Replacement Standards.

All repairs and replacements shall, to the extent reasonably possible, be done in a manner, which is substantially similar to the quality and appearance of original construction and installation.

5.4 Alterations to Unit.

A Unit owner may make any alterations it deems desirable to the Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to its Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to its Unit shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

5.5 Exterior Alterations.

Except as permitted by the Rules and Regulations or as consented to by the Architectural Control Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to the exterior of the Building in which its Unit is located.

5.6 Damage to Units and to Common Elements.

In the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair

or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to its Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

Section VI

COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1 Common Expenses.

The cost of administration of the Association, utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is made part of the Condominium. The percentage of the Common Expenses payable by the individual Units shall be the Allocated Interest of the Unit. No Unit Owner may exempt itself or its Unit from liability for its contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of its Unit. No conveyance shall relieve the Unit Owner or its Unit of such liability, and they shall be jointly, severally and personally liable along with their grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to the Unit have been paid. A Unit, for the purposes of this Section, shall exist and be made part of the Condominium only when the Unit has been dry-walled, all exterior openings have been brought to a finished state, and occupancy permits are available. Anything herein to the contrary notwithstanding, Declarant's liability for Common Expenses shall not commence as to Units owned by Declarant until the first day of the first full calendar month that is greater than sixty (60) days following issuance of the occupancy permit for each such Unit. Upon the commencement of Declarant's liability as provided herein, Declarant shall begin making the installment payments when due as provided in Section 6.3 below. Declarant shall not, however, have any liability whatsoever for contributions to the Reserve Operating Fund as established and defined in Article VII of the Bylaws.

6.2 Payment of Assessments.

All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within

two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. Any statement of lien shall be filed in the land records of the Clerk of Court of Waukesha County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a recordable satisfaction of the lien.

6.3 Assessment for Common Expenses.

Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements or for any reason stated herein shall be made against the Unit Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

6.4 The Bastide at the Gatehouse Condominium Association Fee.

All Unit Owners shall become members of The Bastide at the Gatehouse Condominium Association, Inc. ("BGCA"), a non-profit, non-stock Wisconsin corporation.

All Unit Owners shall be subject to a general annual charge or assessment equal to its pro rata share of the costs incurred or anticipated to be incurred by BGCA in performing its duties and discharging its obligations. Each Unit's share of the BGCA assessment shall be included in the Unit's general assessment fee for the Condominium pursuant to section 6.3 above.

6.5 Purchaser of Unit.

Any Purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the Purchaser within ten (10) days after such a request. The Purchaser shall not be personally liable for, however the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

6.6 Enforcement of Lien.

The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16(8) of the Act, and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' fees.

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6.7 Real Estate Taxes.

Real estate taxes shall be taxed separately to each Unit Owner for its Unit. The Declarant shall be responsible for paying all real estate taxes assessed against any Unit that it owns. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

Section VII

USE OF CONDOMINIUM

7.1 Use of Common Elements Other Than Limited Common Elements.

Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, its family members, employees, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

7.2 Use of Limited Common Elements.

The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units that they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited, and its family members, employees, agents, guests, and invitees.

Section VIII

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

8.1 Limitations.

Each Unit Owner, its agents, representatives, guests and invitees, shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the Buildings and Units are intended for and restricted exclusively to residential uses; provided, however, that the Declarant reserves the right to use various Units as a sample, model or sales office or management office for the Condominium.

8.2 Declarant's Right to Transfer.

The Declarant shall have the right to transfer the Units by deed, land contract or by such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit, Declarant shall be free to dispose of any such Unit by any means the Declarant chooses. This Section may not be amended or repealed by the Association.

8.3 Unit Owner's Restrictions on Leasing.

The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. A Unit Owner other than the Declarant may lease its Unit if it complies with the restrictions on leasing as stated below:

- (a) No Unit may be leased without a written lease.
- (b) Any Unit Owner who enters into a lease for its Unit shall provide the Secretary of the Association with a true and correct copy of such lease within seven (7) days after the execution thereof.
- (c) No Unit may be leased for a term of less than one hundred eighty (180) days.
- (d) A Unit Owner which leases its Unit shall remain personally liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall have the option to pursue either the Unit Owner who leases their Unit and/or the lessee under any lease (who shall also be personally liable) for the payment of any Assessment or any other payment due the Association.
- (e) The rights of any lessee of any Unit shall be subject to all of the covenants, conditions and restrictions set forth in the Condominium Documents.
- (f) No rooms in any Unit may be rented, and no transient tenants may be accommodated.

8.4 Unit Owner's Use of Unit as an Office.

A Unit Owner may operate an office out of its Unit if it does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of its Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; and (f) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

8.5 Unlawful Use of Condominium or Unit.

No unlawful use may be made of the Condominium or any part thereof, and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by, and shall be at the sole expense of, the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such

legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any legal requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

(a) such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss or damage that any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred;

(b) such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings;

(c) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;

(d) no part of any Building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and

(e) such Unit Owner shall, if required by the Association, post a bond to ensure compliance with its obligations hereunder.

The Association may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

8.6 Unit Owners Restrictions on Use of Unit, Limited Common Elements and General Common Elements.

Except as may otherwise be expressly provided in this Section VIII:

(a) No Unit Owner shall occupy or use its Unit appurtenant thereto, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence for the Unit Owner, its family or its temporary guest.

(b) No Unit Owner, nor any of its family members, agents, invitees or guests may in any way obstruct the use of another Unit, the Limited Common Elements or the General Common Elements;

(c) No Unit Owner, nor any of their family members, agents, invitees or guests shall carry on any obnoxious or offensive activity in any Unit, the Limited

Common Elements or the General Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others; and

(d) No Common Elements shall be used for storage of motorcycles, bicycles, baby carriages, children's toys, sporting goods, or similar items.

8.7 Animal Restrictions.

(a) Pets shall be limited to dogs, cats, and birds, dogs shall be no larger than 50 lbs.

(b) Pets shall be allowed, provided the owners of pets shall take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners;

(c) All pets shall be picked up after, and all droppings shall be immediately disposed of by the person in control of the pet;

(d) All pets shall be leashed and within the immediate control of a person when outside of a Unit; and

(e) No Unit Owners shall own and/or board more than two (2) pets.

8.8 Unit Owners Restriction on Limited Common and General Common Area Parking.

(a) To enhance the aesthetics of the Condominium and to facilitate required maintenance and snow plowing of the parking lot, all vehicles shall be parked inside the garage or in their outside designated parking spot. The Board of Directors must approve any guest parking exceeding two (2) nights in either parking pads or the host's driveway. Such approval of guest parking shall not exceed periods of two (2) weeks in duration. No vehicle of any type shall be stored in any driveway or parking pad.

(b) No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be stored or parked in the outdoor parking area for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.

(c) No Unit Owner nor its family members, agents, employees, invitees or guests may use any of the Common Elements or Limited Common Elements for the purpose of repairing or restoring any motor vehicle.

Section IX

REPAIR OR RECONSTRUCTION

9.1 Repair or Reconstruction of Condominium.

In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of eighty percent (80%) or more of all Unit Owners taken within ninety (90) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 1, Article X of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired or reconstructed. In the event of repair or reconstruction, such repair or reconstruction shall be pursuant to arrangement of the Board of Directors of the Association as provided in paragraph 12.2 of Section XII hereof.

9.2 Eminent Domain.

In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes, as the same is amended from time to time.

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having eighty percent (80%) or more of the vote in the Association. All Unit Owners whose Units are subject to a Mortgage shall first obtain their Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) Taking of Unit. Following a taking of all or substantially all of one or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners shall thereupon release and relinquish any and all interests in their Units, the Condominium Property, and the Common

Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration, which would change the description of Property and improvements subject to the Declaration, and the portion of the property designated as Units and Common Elements and changes the Allocated Interest appurtenant to each Unit.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

9.3 Association as Designated Agent.

The Association shall act as the designated agent and/or attorney-in-fact for all Unit Owners and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty or damage to the Condominium or eminent domain proceedings which involve the Condominium.

Section X

EASEMENTS AND ENCROACHMENTS

10.1 Utility Easements.

Easements are hereby declared and granted for the benefit of the Declarant, Unit Owners and the Association and reserved for the Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair, and replace water, sewer, and gas mains and laterals, telephone wires and equipment, television cable, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section X, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit.

10.2 Construction Easement.

Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, until Declarant shall have constructed all Buildings, completed all improvements to the Common Elements and satisfied all of its obligations under any of the Condominium Documents, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant, for construction or renovation on the Property or the Additional Property or related purposes including, but not necessarily limited to: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting

any trees, bushes, or shrubbery; grading the soil; or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, and the Unit Owners shall not have any right to compensation from such impairment or inconvenience.

10.3 Easement to Facilitate Sales.

The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Additional Property. This easement shall continue until the Declarant has sold all the Units it owns.

10.4 Support Easement.

Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

10.5 Common Elements Easement.

The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(a) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or, that portion of a system, serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building; or

(c) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

10.6 Unit Owner's Grant of Easement.

By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to its Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Board of Directors and/or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the condominium, or to correct any condition which violates the provisions of this Declaration or any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

10.7 Access Easements.

The Declarant, its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Property and their guests and invitees, hereby reserves a perpetual and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing walkways, pathways, roadways, drives, or any other similar form of ingress or egress, and on, over and through any portion of the Condominium, except portions occupied by structural improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit, the Common Elements or the Additional Property for the purposes for which each is reasonably intended.

10.8 Binding Effect.

All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association and the Declarant shall have the authority to execute all documents necessary to carry out the intent of this Section X.

10.9 Encroachments.

In the event, by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time

encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of such owner.

Section XI

MORTGAGES

11.1 Separate Mortgages of Units.

No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to Mortgage or encumber its own Unit.

11.2 Mortgagees.

When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer of the Mortgagee's name and address.

11.3 Roster of Mortgagees.

The Board of Directors shall maintain a roster of Mortgagees from information received from the Unit Owners. The roster shall state the name and address of each Mortgagee. Upon written request of the Board of Directors, each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

11.4 Liens.

The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment, and all unpaid sums on any loan made by the Veterans Administration under Section 45.80 of the Wisconsin Statutes, as the same is amended from time to time.

11.5 Mortgagee in Possession.

A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which shall have accrued prior to the time such Mortgagee shall have come into possession of the Unit.

11.6 Rights of Mortgagees.

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Each Mortgagee, its agent or representative, upon written request to the Board of Directors, shall be entitled thereafter to the following:

(a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents, which is not cured within thirty (30) days.

(b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;

(c) copies of any financial statements of the Association, which are distributed to the Unit Owners;

(d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(e) notice of damage in excess of \$5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of \$10,000.00;

(f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;

(g) a notice that payment of the premium for the insurance on the Condominium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

(h) notice of any decision by the Board of Directors to terminate any management of the Property;

(i) notice of any proposed action, which would require the consent of Mortgagees pursuant to the Act or the Condominium Documents;

(j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

(k) notice of any Assessment or any other charges levied by the Association against the Unit Owner which is more than sixty (60) days past due;

(l) notice of any judgment which is rendered against the Association; and

(m) the right to cure a default in the payment of any Assessment against the Unit Owner.

Unless otherwise stated, the above notices shall be in writing and shall be provided to the Mortgagee within a reasonable time after the occurrence of the event, which requires a notice to be given by the Association.

11.7 Restrictions on Actions of Association.

The Association may not take any of the following actions:

- (a) encumber the Common Elements; or
- (b) assign the future income of the Association, including its right to receive any Assessments.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements.

11.8 Application and Effect.

The provisions of this Section XI shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that such provisions shall not be deemed to limit or expand the following:

- (a) the right granted to the Declarant to subdivide or relocate the boundaries of Units;
- (b) the rights of any Unit Owner and its Mortgagee with respect to matters solely affecting such Unit and/or Mortgage; and/or
- (c) the exercise or termination of the right of the Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

11.9 Amendment to Declaration.

No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recording of any such amendment, unless Mortgagee consents in writing to the amendment.

11.10 Priority of First Mortgagees.

Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Elements or any portions thereof.

Section XII**INSURANCE****12.1 Insurance.**

The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to, any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use, and a Special Condominium Endorsement. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days' prior written notice to the Association, which gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

12.2 Proceeds of Insurance

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the buildings and/or Common Elements according to Section IX hereof and Section 1 of Article X of the Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular building(s) and/or Common Element(s) which were damaged. If it is determined (according to Paragraph 9.1 of Section IX hereof and Section 1 of Article X of the Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Paragraph 9.1 of Section IX hereof and Section 1 of Article X of the Bylaws.

12.3 Public Liability Insurance

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the

Association or any Unit Owner. The Association may also provide worker's compensation insurance and directors' and officers' liability insurance in such amounts as are determined by the Board of Directors to be necessary from time to time.

12.4 Fidelity Bonds

The Association shall provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of three (3) months' Assessment plus any reserve funds held by the Association. The bond shall include a provision, which calls for ten (10) days' written notice to the Association, the Unit Owners and any Mortgagee before the bond may be canceled or substantially modified. Any management agent which handles funds for the Association shall carry a fidelity bond with the same coverage as stated above.

12.5 Separate Insurance

Each Unit Owner shall be responsible for obtaining liability insurance for its own Unit and casualty insurance for its personal property.

Section XIII

PROHIBITION ON PARTITION OF COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both its interest in the Unit and its corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

Section XIV

DISCLAIMER OF LIABILITY OF ASSOCIATION

14.1 Disclaimer.

Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property, including, invitees, agents, servants, contractors or subcontractors, or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Paragraph and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

14.2 Parking Areas

Each Unit Owner shall be responsible for its personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit Owner nor the Declarant shall be (a) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or, (b) responsible for the security of such personal property or for any loss or damage thereto.

Section XV**AMENDMENT TO DECLARATION****15.1 Amendment.**

Except as otherwise provided by the Act, or in this Declaration, or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners having at least seventy-five percent (75%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. Any Unit Owner whose Unit is subject to a Mortgage shall first obtain its Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of amendments shall be certified by the President and Secretary of the Association and shall be in a form suitable for recording. A copy of any amendment shall be recorded in the Office of the Register of Deeds of Waukesha County, and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at its address as stated on the Membership Roster. So long as the Declarant owns one or more Units, this Declaration shall not be amended in any manner that would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

15.2 Special Amendments.

Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, or, when the Declarant no longer has an interest in the Property or Condominium, the Board of Directors shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration (a) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently

performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units, (b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (c) to conform this Declaration with the requirements of the Act, or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Paragraph 15.2 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property, or ten (10) years from the date this Declaration is recorded, whichever first occurs.

15.3 Expansion.

Declarant expressly reserves the right to expand the Condominium to add an additional building, containing between 12 and 14 units, identified on **Exhibit A**. Any such expansion shall comply with Section 703.26 of the Act for a period not exceeding ten years from the recording of this Declaration.

Section XVI

TERMINATION OF CONDOMINIUM

16.1 Termination of the Condominium.

The Condominium may be terminated upon the approval of a Termination Agreement by a unanimous vote of the Unit Owners holding one hundred percent (100%) of the votes in the Association. A Unit Owner whose Unit is subject to a Mortgage shall first obtain its Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Office of the Register of Deeds for Waukesha County.

Section XVII

ADDITIONAL PROVISIONS

17.1 Rights of Action.

In the event any Unit Owner fails to comply with any provision of this Declaration or any Condominium Document, then the Declarant and/or the Association, in addition to any other rights or remedies they may have hereunder or at law or equity, shall be entitled to recover their actual attorneys' fees expended in enforcing compliance with this Declaration or the Condominium Documents by the Unit Owner.

17.2 Waiver

The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents, or to exercise any right or option, or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

17.3 Severability

The provisions contained herein shall be construed as independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

17.4 Captions

The captions and headings of various Sections and Paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

17.5 No Obligations

Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

17.6 Number and Gender

Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

17.7 Registered Agent

The registered agent for service of process shall be William Hohnstein, 407 Pilot Court, Suite 400, Waukesha, WI 53188, or such other person or entity as may be designated by the Board of Directors of the Association upon proper filing of such name with the Register of Deeds for Waukesha County, Wisconsin, and with the Wisconsin Department of Financial Institutions.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed effective as of the date first set forth above.

Legacy Partners, LLC
A Wisconsin limited liability company

Patricia S. Zurbuchen
Patricia S. Zurbuchen, Member

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 18th day of November, 2003, the above-named Patricia S. Zurbuchen, the Member of Legacy Partners, LLC and acknowledged that she executed the foregoing instrument as such officer of such limited liability company by its authority.

Jonathan M. Nitti

* JONATHAN M. NITTI
(type or print name here)

Notary Public, State of Wisconsin

My Commission is permanent

(is)(expires): _____

This instrument was drafted by, and
after recording should be returned to:

Jeffrey A. Santagá, Esq.
Hanson and Santagá, S.C.
1200 North Mayfair Road, Suite 170
Wauwatosa, WI 53226



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed effective as of the date first set forth above.

Legacy Partners, LLC
A Wisconsin limited liability company

Patricia S. Zurbuchen
Patricia S. Zurbuchen, Member

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 18th day of November, 2003, the above-named Patricia S. Zurbuchen, the Member of Legacy Partners, LLC and acknowledged that she executed the foregoing instrument as such officer of such limited liability company by its authority.

Jonathan M. Nitti

* JONATHAN M. NITTI
(type or print name here)

Notary Public, State of Wisconsin
My Commission *is permanent*

(is)(expires): _____

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after recording should be returned to:

Jeffrey A. Santagá, Esq.
Hanson and Santagá, S.C.
1200 North Mayfair Road, Suite 170
Wauwatosa, WI 53226

001588 DEC 17 8

AMENDMENT
m ~~CORRECTION~~ OF and ADDENDUM TO
DECLARATION
OF
THE BASTIDE AT THE GATEHOUSE, A CONDOMINIUM

Recorded on December 4, 2003

As

Document Number 3105595

1. "Exhibit A" in the fourth sentence of Section 3.2 of the Declaration shall be amended to "Exhibit B".
2. "Exhibit A" of in the first sentence of Section 15.3 of the Declaration shall be amended to "Exhibit B".
3. The Addendum attached hereto sets forth the legal description and the outlines of the land, building, and common elements of phase one of the expansion plans.

[Remainder of page intentionally left blank; signatures to follow.]

**ADDENDUM
TO
'THE BASTIDE AT THE GATEHOUSE'
A CONDOMINIUM**

PARCEL NO. 1 OF CERTIFIED SURVEY MAP NO. 1031, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN.

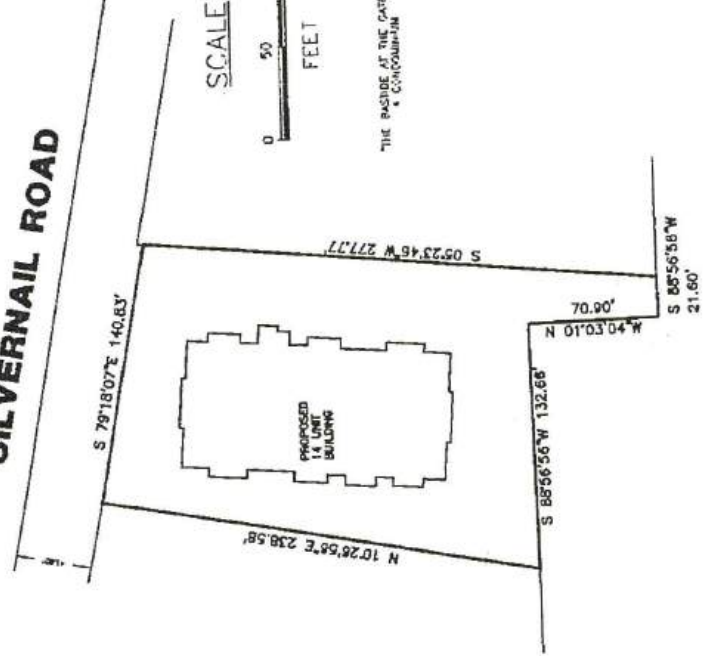


**AMERICAN
SURVEYING
COMPANY, INC.**
12305 C.F.M. "A" FRANKLIN, WAUKESHA 53129
TEL. (262) 833-4774 FAX (262) 833-2396

SCALE



SILVERNAIL ROAD



"SURVEYOR'S CERTIFICATE"

STATE OF WISCONSIN
COUNTY OF WAUKESHA

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify that I have surveyed the property, described herein and that this survey was made in accordance with the laws of the State of Wisconsin and that the lines and the location of improvements and easements shown on this plat are a correct representation of the actual conditions of the land and easements and that the plat is a true and correct copy of the original as the same may be determined from this plat.

DATED this 16th day of December, 2001

Pete L. Bailey

AMERICAN SURVEYING COMPANY, INC.

PETE L. BAILEY, REG. NO. 1340

NOTE: All areas not designated as limited common element or part of the condominium unit pursuant to the declarations, or this plat, is general common element.

001589 DEC 17 2003

IN WITNESS WHEREOF, Declarant has caused this Correction of and Addendum to the Declaration to be executed on December 17, 2003.

Legacy Partners, LLC
A Wisconsin limited liability company

Patricia S. Zurbuchen
Patricia S. Zurbuchen, Member

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 17th day of December, 2003, the above-named Patricia S. Zurbuchen, the Member of Legacy Partners, LLC and acknowledged that she executed the foregoing instrument as such officer of such limited liability company by its authority.

Jeffrey A. Santagá
Jeffrey A. Santagá
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by, and after recording should be returned to:

Jeffrey A. Santagá, Esq.
Blumenfeld and Hanson, S.C.
1200 North Mayfair Road, Suite 170
Wauwatosa, WI 53226



001587 DEC 17 8

27

Amendment

Correction and Addendum to Declaration of
The Bastide at the Gatehouse, a Condominium

Document Title



WC3110183-004

3110183

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

12-17-2003 12:43 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Recording Area

Name and Return Address:

Jeffrey A. Santagá, Esq.
Blumenfeld and Hanson, S.C.
1200 N. Mayfair Road, Suite 170
Wauwatosa, WI 53226

WAKC 977.993 and
WAKC 977.997
Parcel Identification Number

PA 17/14

Parcel 1 of Certified Survey Map No. 9446, recorded October 23, 2002, in Volume 86 of Certified Survey Maps on Pages 131 to 137 as Document No. 2865685, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Town 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

Parcel No. 1 of Certified Survey Map No. 1031, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 29, Town 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.