

326928

VOL  
REC

508 PAGE 515

ARTICLES OF INCORPORATION  
OF  
THE LAKE PARK WEST  
HOME OWNERS ASSOCIATION, INC.

# United States of America

826528

State of Wisconsin--Department of State

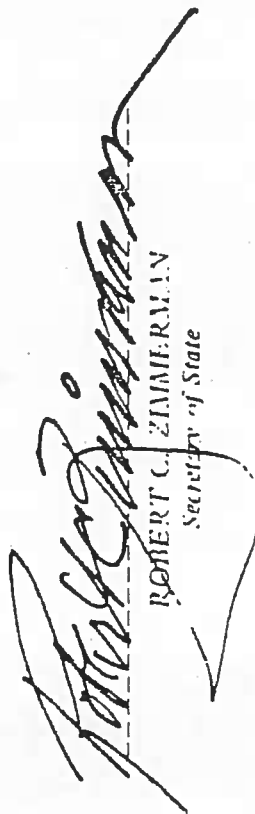
To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that

- (x) Articles of Incorporation ( ) Amendment to Articles of Incorporation ( ) Statement of Intent to Dissolve  
( ) Articles of Dissolution ( ) Articles of Merger ( ) Name reservation  
( ) Articles of Consolidation ( ) Restated Articles ( ) Change of Registered Office and/or Agent  
PARK ASSOCIATION, INC.

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on Nov. 18, 1971.

  
ROBERT C. ZIMMERMAN  
Secretary of State

THIS MUST BE RECORDED WITH THE REGISTER OF DEEDS

326928

VOL REC 4 508 PAGE 516

ARTICLES OF INCORPORATION  
OF  
THE LAKE PARK WEST  
HOME OWNERS ASSOCIATION, INC.

|              |                                                                                                   | <u>Page</u> |
|--------------|---------------------------------------------------------------------------------------------------|-------------|
| ARTICLE I    | - NAME OF CORPORATION                                                                             | 1           |
| ARTICLE II   | - LOCATION                                                                                        | 1           |
| ARTICLE III  | - REGISTERED AGENT                                                                                | 1           |
| ARTICLE IV   | - NAME AND ADDRESS OF INCORPORATOR                                                                | 1           |
| ARTICLE V    | - PURPOSE AND POWERS OF THE ASSOCIATION                                                           | 1           |
| ARTICLE VI   | - MEMBERSHIP                                                                                      | 3           |
| ARTICLE VII  | - VOTING RIGHTS                                                                                   | 3           |
| ARTICLE VIII | - BOARD OF DIRECTORS                                                                              | 4           |
| ARTICLE IX   | - DISSOLUTION                                                                                     | 4           |
| ARTICLE X    | - DURATION                                                                                        | 5           |
| ARTICLE XI   | - AMENDMENTS                                                                                      | 5           |
| ARTICLE XII  | - ANNEXATION OF ADDITIONAL LANDS TO ASSOCIATION                                                   | 5           |
| Exhibit A    | - Plat of survey designated by number and letter                                                  |             |
| Exhibit B    | - Legal Description of Additional Lands Owned by Developer which may be Annexed to Lake Park West |             |
| Exhibit C    | - Legal Description of Parcels 0 thru 10, Lake Park West                                          |             |

ARTICLES OF INCORPORATION  
OF  
THE LAKE PARK WEST  
HOME OWNERS ASSOCIATION, INC.

## ARTICLE I

The name of the corporation is THE LAKE PARK WEST HOME OWNERS ASSOCIATION, INC., hereafter called the "Association".

## ARTICLE II

The principal office of the Association is located at 5235 North 124th Street, Milwaukee, Wisconsin, 53225.

## ARTICLE III

Russell W. Spitz, whose address is 5235 North 124th Street, Milwaukee, Wisconsin, 53225, is hereby appointed the initial registered agent of this Association.

## ARTICLE IV

The name and address of the Incorporator is Russell W. Spitz, 5235 North 124th Street, Milwaukee, Wisconsin, 53225.

## ARTICLE V

## PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as: (See Exhibit A attached hereto and made a part hereof by reference as if set forth herein at length), and to promote the health, safety and welfare of the residents within the described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the certain Declaration of Covenants, Conditions, Restrictions and Easements,

hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds, of Washington County, Wisconsin, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of the entire membership of each class entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership of each class entitled to vote agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-third (2/3) of the entire membership of each class entitled to vote;
- (g) assign particular portions of storage areas which shall include parking within the Common Areas for exclusive use by Owners of particular Units;
- (h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Wisconsin Non-Profit Corporation Law by law may now or hereafter have or exercise.

## ARTICLE VI

## MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

## ARTICLE VII

## VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each Unit having co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded.

Class B. The Class B member(s) shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned or which may be built as set forth in Article X of the Declaration. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1976, or such date upon which 75% of the Units shall have been sold and marketed, whichever event shall occur earlier.

326928

VGL  
REC

508 PAGE 520

## ARTICLE VIII

## BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

| NAME             | ADDRESS                                          |
|------------------|--------------------------------------------------|
| Otto W. Spitz    | 5231 North 124th St.<br>Milwaukee, Wis. 53225    |
| Virve Spitz      | 5231 North 124th St.<br>Milwaukee, Wis. 53225    |
| Russell W. Spitz | 5231 North 124th St.<br>Milwaukee, Wis. 53225    |
| Ronald Gehrman   | 5231 North 124th St.<br>Milwaukee, Wis. 53225    |
| Irving D. Gaines | 161 West Wisconsin Ave.<br>Milwaukee, Wis. 53203 |
| David A. Saichek | 161 West Wisconsin Ave.<br>Milwaukee, Wis. 53203 |
| Marit H. Spitz   | 5231 North 124th St.<br>Milwaukee, Wis. 53225    |

At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

## ARTICLE IX

## DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such

assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE X

## DURATION

The corporation shall exist perpetually.

## ARTICLE XI

## AMENDMENTS

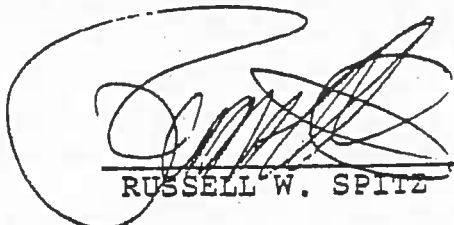
Amendment of these Articles shall require the assent of 75 percent (75%) of the votes as provided in Article VII.

## ARTICLE XII

## ANNEXATION OF ADDITIONAL LANDS TO ASSOCIATION

It is the intention, although not the obligation, of the Developer, to construct and annex additional buildings and real estate to the governing provisions of the accompanying Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, covering real estate which is described in said Declarations as Exhibit 12, and a copy of which is attached hereto and marked for identification as Exhibit B. The said Declarations aforescribed provide in Article X, Section 2, ANNEXATION WITHOUT ASSOCIATION APPROVAL, that the additional lands within the area described in Exhibit B attached hereto may be annexed by the Developer to this Association without the consent of members of the Association within five (5) years of the date of said Declarations.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Wisconsin, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 17 day of November, 1971.

  
\_\_\_\_\_  
RUSSELL W. SPITZ

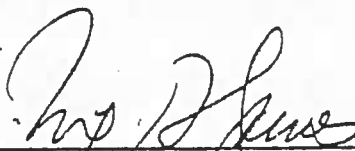
326928

VOL  
REC

508 PAGE 522

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) SS.

Personally came before me this 17 day of November, 1971, the abovenamed RUSSELL W. SPITZ, to me known to be the person who executed the foregoing Articles of Incorporation and acknowledged the same.



IRVING D. GAINES  
Notary Public, Milwaukee County  
Wisconsin  
My commission is permanent

STATE OF WISCONSIN  
DEPARTMENT OF STATE  
FILED

NOV 18 1971

R. C. ZIMMERMAN  
DEPARTMENT OF STATE

This instrument was drafted by  
IRVING D. GAINES  
Attorney at Law

(WEST 1/4 COR.  
SEC. 22, T. 9N, R. 20E)

PREPARED BY:  
HOFFMAN, POLZIN, BECKER  
& ASSOC., INC.  
ENGINEERS  
WALWISIA, WISCONSIN

NBB 33.41'E

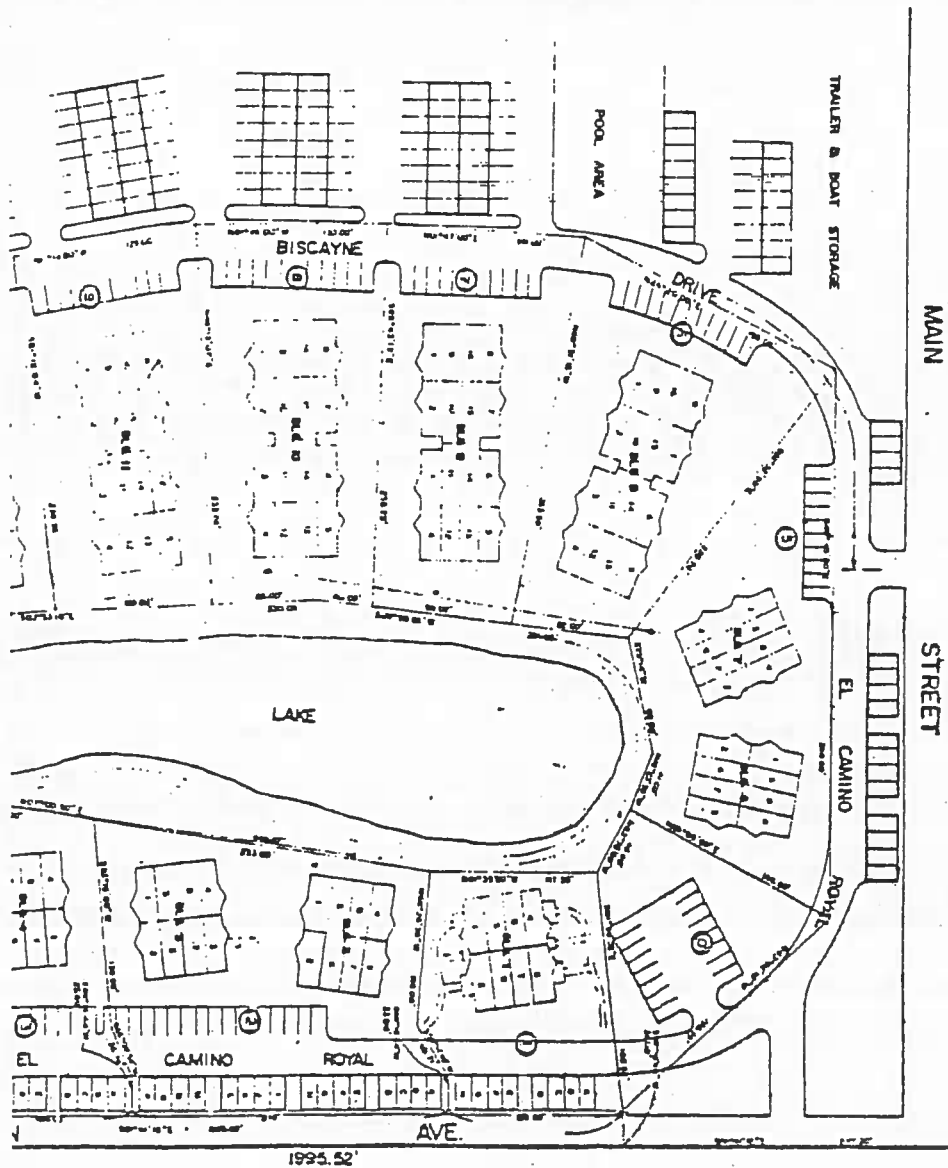
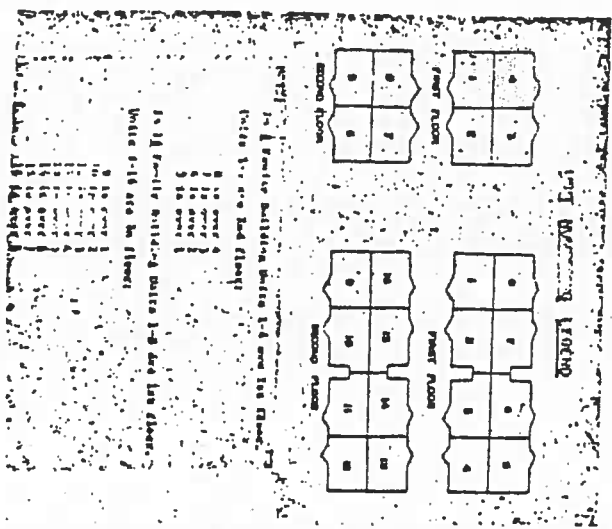
PART OF THE SOUTHWEST ONE-QUARTER OF SEC-  
TION 22, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE  
OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN  
(WEST ONE-QUARTER LINE SEC. 22, T. 9N, R. 20E)

LAKE PARK WEST  
PLAT OF DIVISION OF PARCELS  
FOR  
GERMANTOWN DEVELOPMENT CORP.

1303.97'



NOTE:  
This plat prepared on a basis  
for subdivision of subject lands  
in accordance with applicable laws.



326928

VOL  
REC

508 PAGE 523

*Vol. 63 Page 415*



EXHIBIT A

326928

VOL  
REC

508 PAGE 525

LEGAL DESCRIPTION OF ADDITIONAL LANDS  
OWNED BY DEVELOPER WHICH MAY BE ANNEXED TO  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Beginning at the Southwest Corner of Section 22; thence N01° 24'03"W along the West line of said section 2659.20 feet to the West one-quarter corner of Section 22; said one-quarter corner also being on the centerline of Main Street; thence N88°33'14"E along the West one-quarter line of said section and said centerline 1303.97 feet to the point of centerline intersection with Western Avenue; thence S01°41'16"E along said centerline 1995.52 feet; thence S88°28'49"W parallel to the South line of Section 22, 657.19 feet; thence S01°33'47"E, 301.88 feet; thence S88°28'49"W parallel to said South line 295.17 feet; thence S01°33'47"E, 360.17 feet to a point on the aforementioned South line and the centerline of Mequon Road; thence S88°28'49"W along the South line of Section 22 and said centerline 363.47 feet to the place of beginning containing 67.5445 acres, excepting the full and complete legal description contained in Exhibit C immediately preceding this page containing the legal description of parcels 0 through 10, LAKE PARK WEST.

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF PARCELS 0 THRU 10  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E, along said West Right-Of-Way line 663.00 feet; thence S88°18'44"W, 30.00 feet; thence N30°59'49"W, 56.49 feet; thence S79°41'00"W, 119.00 feet; thence N46°30'00"W, 74.50 feet; thence N07°00'00"E, 448.67 feet; thence N01°35'00"W, 117.50 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'00"W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 330.00 feet; thence N78°49'42"W, 242.99 feet; thence N06°22'00"W, 71.00 feet; thence N11°14'00"W, 125.00 feet; thence N01°46'00"W, 130.00 feet; thence N01°47'00"E, 141.00 feet; thence N24°20'00"E, 198.00 feet; thence N88°45'00"E, 369.00 feet; thence S43°02'10"E, 196.85 feet to the place of beginning.

Exhibit C

11-2-63 Page 417



326929

TABLE OF CONTENTS

1. DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING LAKE PARK HOMES

|    |                                                              | <u>Page</u> |
|----|--------------------------------------------------------------|-------------|
| A. | ARTICLE I - DEFINITIONS                                      | 1           |
|    | Section 1 - Association                                      | 1           |
|    | Section 2 - Owner                                            | 1           |
|    | Section 3 - Properties                                       | 2           |
|    | Section 4 - Common Area                                      | 2           |
|    | Section 5 - Unit                                             | 2           |
|    | Section 6 - Developer                                        | 2           |
|    | Section 7 - Mortgage                                         | 2           |
|    | Section 8 - Mortgagee                                        | 2           |
| B. | ARTICLE II - DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS | 3           |
|    | Section 1 - Code Identification                              | 3           |
|    | Section 2 - Description of Residential Buildings             | 3           |
| C. | ARTICLE III - PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS      | 4           |
|    | Section 1 - Value                                            | 4           |
|    | Section 2 - Percentage of Ownership                          | 4           |
|    | Section 3 - Owners Easements of Enjoyment                    | 4           |
|    | Section 4 - Owners Right to Ingress and Egress and Support   | 4           |
|    | Section 5 - Use of Units                                     | 4           |
|    | Section 6 - Use of Common Area                               | 4           |

|               |                                                | <u>Page</u> |
|---------------|------------------------------------------------|-------------|
| Section 7     | - Prohibition of Damage and Certain Activities | 5           |
| Section 8     | - Animals                                      | 5           |
| Section 9     | - Rules and Regulations                        | 5           |
| Section 10    | - Delegation of Use                            | 5           |
| Section 11    | - Parking Rights                               | 5           |
| Section 12    | - Ingress and Egress to Lakes                  | 5a          |
| Section 13    | - Ownership and Access to Amenities            | 5a          |
| D. ARTICLE IV | - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS     | 6           |
| Section 1     | - Membership                                   | 6           |
| Section 2     | - Voting                                       | 6           |
| Section 3     | - Amplification                                | 7           |
| E. ARTICLE V  | - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION    | 8           |
| Section 1     | - The Common Area                              | 8           |
| Section 2     | - Services                                     | 8           |
| Section 3     | - Personal Property for Common Use             | 8           |
| Section 4     | - Rules and Regulations                        | 9           |
| Section 5     | - Implied Rights                               | 9           |
| F. ARTICLE VI | - COVENANT FOR ASSESSMENTS                     | 10          |
| Section 1     | - Agreement to Pay Assessment                  | 10          |
| Section 2     | - Purpose of Assessments                       | 10          |
| Section 3     | - Maximum Annual Assessment                    | 10          |
| Section 4     | - Special Assessments for Capital Improvements | 10          |
| Section 5     | - Notice of Meetings                           | 11          |
| Section 6     | - Uniform Rate of Assessment                   | 11          |

|                 |                                                                    | <u>Page</u> |
|-----------------|--------------------------------------------------------------------|-------------|
| Section 7       | - Date of Commencement of Annual Assessments                       | 11          |
| Section 8       | - Lien for Assessments                                             | 12          |
| Section 9       | - Effect of Nonpayment of Assessments: Remedies of the Association | 13          |
| Section 10      | - Subordination of the Lien to Mortgages                           | 13          |
| G. ARTICLE VII  | - ARCHITECTURAL CONTROL                                            | 14          |
| Section 1       | - Architectural Control Committee Authority                        | 14          |
| H. ARTICLE VIII | - PARTY WALLS                                                      | 15          |
| Section 1       | - General Rules of Law to Apply                                    | 15          |
| Section 2       | - Sharing of Repair and Maintenance                                | 15          |
| Section 3       | - Destruction by Fire or Other Casualty                            | 15          |
| Section 4       | - Right to Contribution Runs with Land                             | 15          |
| Section 5       | - Encroachments                                                    | 15          |
| I. ARTICLE IX   | - INSURANCE                                                        | 16          |
| Section 1       | - Obligation of Owners                                             | 16          |
| Section 2       | - Partial or Total Destruction                                     | 16          |
| Section 3       | - Additional Insurance Provisions                                  | 16          |
| Section 4       | - Destruction and Reconstruction                                   | 16          |
| J. ARTICLE X    | - STAGE DEVELOPMENTS AND ANNEXATION                                | 18          |
| Section 1       | - Staged Development                                               | 18          |
| Section 2       | - Annexation without Association Approval                          | 18          |
| Section 3       | - Legal Requirements                                               | 18          |

|    |                                                                                                                | <u>Page</u> |
|----|----------------------------------------------------------------------------------------------------------------|-------------|
|    | Section 4 - Future Utilization of Residential Facilities by Owners-Occupants of States 1 through 10, Inclusive | 18          |
| K. | ARTICLE XI - AGREEMENT WITH VILLAGE OF GERMANTOWN                                                              | 20          |
|    | Section 1 - Contract with Village of Germantown                                                                | 20          |
| L. | ARTICLE XII - GENERAL PROVISIONS                                                                               | 21          |
|    | Section 1 - Enforcement                                                                                        | 21          |
|    | Section 2 - Severability                                                                                       | 21          |
|    | Section 3 - Amendment                                                                                          | 21          |
|    | Section 4 - Registered Agent for Service of Process                                                            | 21          |
| M. | Execution                                                                                                      | 22          |
| N. | Consent of Mortgage Holder The West Bend Savings & Loan Assn.                                                  | 23          |
| O. | Consent of Mortgage Holder Andrew Rinzel and Evelyn Rinzel                                                     | 25          |
| P. | EXHIBITS:                                                                                                      |             |
|    | 1- Legal Description of Stage 1                                                                                |             |
|    | 2- Legal Description of Stage 2                                                                                |             |
|    | 3- Legal Description of Stage 3                                                                                |             |
|    | 4- Legal Description of Stage 4                                                                                |             |
|    | 5- Legal Description of Stage 5                                                                                |             |
|    | 6- Legal Description of Stage 6                                                                                |             |
|    | 7- Legal Description of Stage 7                                                                                |             |
|    | 8- Legal Description of Stage 8                                                                                |             |
|    | 9- Legal Description of Stage 9                                                                                |             |
|    | 10- Legal Description of Stage 10                                                                              |             |

- 11- Legal Description of Parcels 0 thru 10
- 12- Legal Description of Additional Lands Owned by Developer which may be Annexed to Lake Park West
- 13- Contract between Village of Germantown and Germantown Development Company, Inc.
- A- Legal Description of Total Parcel of Real Estate Owned by Developer.
- B- Legal Description of Common Area
- C- Plat of survey designated by number and letter.

DECLARATION OF CONDITIONS, COVENANTS  
RESTRICTIONS AND EASEMENTS  
REGARDING LAKE PARK WEST

Recorded , 1971, at  
.M., Vol. of Deeds, at  
page , as Document No. , in the  
office of the Register of Deeds for Washington  
County, Wisconsin

THIS DECLARATION is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 through 703.28, of the Wisconsin Statutes, this day of , 1971, by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, (hereinafter called "the Developer"),

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in Exhibit A attached hereto.  
NOW THEREFORE the Developer hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- Section 1. "Association" shall mean and refer to THE LAKE PARK WEST HOME OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties including contract sells, but excluding those having such interest merely as security for the performance of an obligation.

- Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration.
- Section 4. "Common Area" shall mean and refer to all real property and facilities described in Exhibit B. Each Owner shall have an undivided interest in the Common Area and facilities in the proportion as set forth in Article III.
- Section 5. "Unit" shall mean and refer to those plots of land, with the improvements thereon, shown upon that recorded plat of survey of the properties set forth in Exhibit C, designated by number and letter, which shall be recorded pursuant to Wisconsin Statutes Section 703.13.
- Section 6. "Developer" shall mean and refer to GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, its successors and assigns.
- Section 7. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.
- Section 8. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

## ARTICLE II

## DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS

- Section 1. CODE IDENTIFICATION. Each building shall be specifically designated in a numerical, sequential order, and each Unit will be designated by a number with a combination of said numbers to be the specific designation of each Unit as set forth in Exhibit C attached hereto and made a part of this Declaration.
- Section 2. DESCRIPTION OF RESIDENTIAL BUILDINGS. The residential buildings on the real estate described herein in this Declaration, contained the number of Units as shown for the respective buildings on Exhibit C attached hereto and made a part of this Declaration. Said buildings contain two levels with each Unit on one level, and are constructed principally of wood, brick and concrete. Additional construction details are set forth in the buildings plans and working drawings available for inspection at the office of the Developer. The Units will consist of 1 and 2 bedroom units and will also contain bathroom, dressing room, living room, kitchen and utility room.

## ARTICLE III

## PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

- Section 1. VALUE. The value of each Unit shall be its assessed value and the value of the Properties shall be the sum of the Unit values.
- Section 2. PERCENTAGE OF OWNERSHIP. Each owner shall own an undivided interest in the Common Area and facilities with all other Owners. The percentage of ownership shall be that fraction that the individual Unit involved bears to the total number of Units in the building or buildings situated within the designated state of development. As any new area and/or stages are annexed as provided in this Declaration, the percentage of ownership shall be determined as the number one (1) divided by the total number of Units actually constructed and within the provisions of this Declaration after such annexation.
- Section 3. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.
- Section 4. OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.
- Section 5. USE OF UNITS. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. No signs whatsoever may be affixed to any of the premises or placed on the exterior of any of the premises or any Common Area other than a normal or customary sized sign to be utilized for purposes of resale of the subject Unit. No signs advertising the subject premises for rent, lease or to let shall be permitted at any time on any of the premises.
- Section 6. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically

provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

- Section 7. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area, of any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof. Nor shall anything be done therein which may be or may become an annoyance of nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.
- Section 8. ANIMALS. The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping of animals in any Unit or on the Common Area or any part thereof.
- Section 9. RULES AND REGULATIONS. No Owners shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.
- Section 10. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Area and facilities to the members of him family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.
- Section 11. PARKING RIGHTS. Every Owner shall be entitled to the exclusive right and use of at least two parking spaces which shall be assigned by the Association. Any areas designated on the attached Exhibits as space to be utilized for parking purposes for a particular individual Unit, can be converted into a garage Unit by means of the construction of a garage thereon at the cost and expense of the Unit Owner therein, and said Unit Owner is granted the exclusive use, but not ownership thereof, to said garage constructed thereon. Maintenance thereof, with respect to said garage shall be the responsibility of the Association.

Section 12. INGRESS AND EGRESS TO LAKES. It appearing from Exhibit C attached, being the plan of development hereof, that a certain portion of the real estate covered by these Declarations, consists of a man made lake, with the intention that all Unit Owners shall have a right of ingress and egress to the lake situated therein, as well as additional lake area being developed upon that portion of the premises described in Exhibit 12 attached hereto. Therefore, the Developer does herewith declare and grant to all Unit Owners in said LAKE PARK WEST a permanent easement for ingress and egress to the said lakes situated therein, thereby providing access to each and every one of said Unit Owners to said lake over, beyond and through Common Areas immediately abutting said lakes, which easement access rights shall be deemed to be part of the "Common Area" as referred to in Article I, Section 4 of these Declarations.

Section 13. OWNERSHIP AND ACCESS TO AMENITIES. The Developer does further declare that included in the definition of "Common Area" as referred to in said Article I, Section 4, of said Declarations aforescribed, shall be the right to utilize and have access to all amenities to be constructed by the Developer within the confines of this project, including such items as the lake, swimming pools, club house and tennis courts, but it is understood and declared that ownership of all of such amenities aforescribed shall be retained at all times by the Developer until such time as a total of 600 Units shall have been fully constructed and title thereto transferred to purchasers thereof, at which time Developer shall terminate all ownership interest in and to such amenities, and said amenities shall be deemed to be a part and parcel of Common Area to which all unit owners shall have an interest therein. The Developer hereby shall establish a timetable as follows for completion of all amenities: The lake, one swimming pool and tennis courts shall be fully completed on or before June 1, 1972; construction upon the club house and a second swimming pool shall commence upon the completion of construction and full transfer of title thereto to purchasers thereof of a total of 240 Units. Until title to the said amenities or recreational areas described herein shall have been declared free and clear of all liens and encumbrances, at which time it shall become part and parcel of the Common Area to which all Unit Owners shall have access, the Developer shall assume all liability for the maintenance of said amenities above described. At the discretion of the Association, user fees may be charged for some recreational facilities.

## ARTICLE IV

## ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. VOTING. The Association shall have two classes of voting membership:

- a) Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.
- b) Class B. The Class B member(s) shall be the Developer and shall be entitled to three votes for each Unit owned or which may be built as set forth in Article X. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
  - i) when the total votes outstanding in the Class A membership equal the total votes outstanding in

the Class B membership, or

- ii) on December 31, 1976, or such date upon which 75% of the units shall have been sold and marketed, whichever event shall occur earlier.

Section 3. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

## ARTICLE V

## RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the Properties, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs; the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section.
- Section 2. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash and garbage collection, sewer service and other common services to each Unit. Unit Owners will be charged a sewer and water charge in accordance with customary charges made by Village of Germantown, in addition to their regular monthly maintenance charges to the Association.
- Section 3. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas.

Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## ARTICLE VI

## COVENANT FOR ASSESSMENTS

- Section 1. AGREEMENT TO PAY ASSESSMENT. Developer for each Unit owned by it within the Properties, and for and as the Owner of the Properties and every part thereof, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.
- Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the buildings situated upon the Properties, and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water lines to individual Units.
- Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment shall be ONE HUNDRED EIGHTY and no/100 DOLLARS (\$180.00) per Unit constructed.
- a) During the year 1972 the annual assessment may be increased not more than 3% above the initial assessment specified for the year of inception of this project without a vote of the membership.
  - b) On and after January 1, 1973, the Board of Directors shall fix the annual assessment in such amounts as it may see fit to determine necessary for the operation of said Association
- Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, or the

properties, provided that only during the year 1972 any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE OF MEETINGS. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments for the Units within each individual Stage as provided for herein shall commence as to all Units within each individual Stage on the first day of the month following the conveyance of the first Unit within each individual Stage by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. LIEN FOR ASSESSMENTS. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- a) Liens of general and special taxes; and
- b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded in the Washington County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.
- c) Construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit after this Declaration, which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the County Clerk and Recorder of Washington County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the Washington County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within 30 days after the due date shall bear interest from the due date at a rate equal to the then prevailing maximum rate of interest permitted to be charged by law to individuals under Statutes of the State of Wisconsin, as defined in Section 138.05, Wisconsin Statutes, or any successor amendments thereto, which rate is presently 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successor and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VII

## ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY. No exterior additionals or alterations to any building on the Properties, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Properties, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if not suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B members, the Architectural Committee must have the written approval of the Developer. A meeting may be called for this purpose or the members may give written approval when practical.

## ARTICLE VIII

## PARTY WALLS

- Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.
- Section 4. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- Section 5. ENCROACHMENTS. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association. Such easements as provided herein shall be limited to improvements as originally constructed.

## ARTICLE IX

## INSURANCE

- Section 1. OBLIGATION OF OWNERS. It shall be the obligation of each Owner to keep the premises insured against loss by fire and extended coverage by means of a fire and extended coverage insurance policy in the amount of the full insurance value of said Unit, which is the replacement value thereof, by reason of the fact that the lowest premium rates that can be obtained for fire and extended coverage insurance upon the individual Units, and Buildings in which the same are situated, can only be accomplished by means of the placement of all insurance coverages for fire and extended coverage on the Units and Buildings, exclusive of the contents thereof, with one company, which company shall issue a master policy for the entire project, and individual take off certificates for individual Units, each Owner shall be required to obtain their respective individual policies of insurance aforescribed through such company that shall be issuing the master policy of insurance and such certificates. The cost of such insurance shall be prepaid on an annual basis by the respective individual Owners directly to the Developer or its designee.
- Section 2. PARTIAL OR TOTAL DESTRUCTION. In the event of partial or total destruction of any home by fire, casualty or otherwise, and the home Owner does not undertake the repair or reconstruction thereof within ninety (90) days, then, and in such event, the Association by a two-thirds affirmative vote of the Board of Directors may undertake such repair or reconstruction. The cost of such repair or reconstruction shall be added to and become a part of the assessment to which such lot is subject.
- Section 3. ADDITIONAL INSURANCE PROVISIONS. The Board of Directors shall provide public liability insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.
- Section 4. DESTRUCTION AND RECONSTRUCTION. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable,

and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all Owners agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than 5% from the number of square feet for such Unit as originally constructed, and the locations of the buildings shall be substantially the same as prior to the damage or destruction.

## ARTICLE X

## STAGE DEVELOPMENTS AND ANNEXATION

Section 1. STAGED DEVELOPMENT. It is the intention, although not the obligation of the Developer to construct and annex additional buildings and real estate to the governing provisions of this Declaration on real estate which is described in Exhibit 12 attached hereto, which description includes the real estate described at Exhibit A. In the event of annexation, stages will be divided generally in the following proportions:

| <u>Stage</u> | <u>Buildings</u>                                             | <u>Units</u> | <u>Parking</u> |
|--------------|--------------------------------------------------------------|--------------|----------------|
| 1            | 1                                                            | 8            | 16             |
| 2            | 2                                                            | 16           | 32             |
| 3            | 1                                                            | 8            | 16             |
| 4            | 1                                                            | 16           | 32             |
| 5            | 2                                                            | 16           | 32             |
| 6            | 1                                                            | 16           | 32             |
| 7            | 1                                                            | 16           | 32             |
| 8            | 1                                                            | 16           | 32             |
| 9            | 1                                                            | 16           | 32             |
| 10           | 1                                                            | 16           | 32             |
| 0            | To be used as additional parking area and open parking area. |              |                |

That the boundaries and descriptions for each of said stages are set forth in Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, attached hereto.

Section 2. ANNEXATION WITHOUT ASSOCIATION APPROVAL. The additional land within the area described in Exhibit 12 may be annexed by the Developer without the consent of members of the Association within five years of the date of this instrument.

Section 3. LEGAL REQUIREMENTS. The Properties, Buildings and Owners located upon any annexed land shall become subject to the provisions of this Declaration upon filing the appropriate amendment executed by the Developer and without the consent of Owners required in Article XII, Section 3.

Section 4. FUTURE UTILIZATION OF RESIDENTIAL FACILITIES BY OWNERS-OCCUPANTS OF STAGES 1 THROUGH 10, INCLUSIVE. In the event the Developer shall abandon its plans for the development of any of the foregoing Stages, which prerogative is retained by the Developer, and shall utilize said premises or any portion thereof for construction of private conventional rental housing development, the Owner of said Stages aforesaid, its assigns, suc-

cessors, representatives and tenants residing in such private conventional housing developments situated thereon have the full and complete right to utilize all of the Common Area facilities as described hereinafter, upon the express condition and terms that an annual assessment equal to the same amount per rental unit as shall be paid by the Owners of Units in completed constructed Stages to the Association, shall be paid by the Owner, his heirs, successors, representatives and assigns, of said rental projects, and said Owners, heirs, representatives or assigns shall be bound to strict compliance with lien provisions contained in Article VI, and the said Owner, heirs, successors, representatives or assigns, shall have a number of votes as member of said Home Owners Association equivalent to the number of Rental units situated in said private conventional rental housing development. In no event, shall the total number of votes allocated to rental units, whether the Owners by virtue of such ownership are now, or in the future will be, members of the Association, exceed forty-nine per cent of the total vote cast in any matter pending before the Association for such vote.

## ARTICLE XI

## AGREEMENT WITH VILLAGE OF GERMANTOWN

Section 1. CONTRACT WITH VILLAGE OF GERMANTOWN. The Developer having heretofore executed a written agreement dated September 20, 1971 with the Village of Germantown, a Municipal Corporation, explicitly intended to cover the planned Unit development of LAKE PARK WEST, as touches upon the subjects of sewer and water development and construction, garbage and trash disposal, snow blowing and road maintenance, lighting, water charges, future extension and openings of roads and golf course construction, by the terms of which (Paragraph 17 thereof) Developer has agreed that said agreement shall be included and made a part of the Declaration of Conditions, Covenants, Restrictions and Easements for LAKE PARK WEST, said document is attached hereto as Exhibit 13, and made a part hereof by reference as set forth at length herein.

## ARTICLE XII

## GENERAL PROVISIONS

- Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association.
- Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of the Declaration may be amended during the first three year period after original recording hereof by an instrument of amendment signed solely by the Developer. Thereafter, for the remaining 27 year period, the same may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners except as provided in Article X, Section 2. Any amendment must be properly recorded. In the event that the permanent character of the percentage of the undivided interest of each Owner in the Common Area as expressed in Article III, Section 2 is to be altered, then such amendment altering such percentage formula must have the consent of all Owners expressed in an amended declaration duly recorded.
- Section 4. REGISTERED AGENT FOR SERVICE OF PROCESS. The initial registered agent for service of process shall be Russell W. Spitz, 5231 N. 124th Street, Milwaukee, Wisconsin 53225 (Waukesha County). Change of agent for service

of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Washington County.

IN WITNESS WHEREOF, the said GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, has caused this document to be signed by its President and Secretary, this 17 day of November 1971.

Executed in the Presence of:

Irving D. Gaines  
IRVING D. GAINES

Delores Wiesner  
DELORES WIESNER

GERMANTOWN DEVELOPMENT COMPANY, INC.  
a Wisconsin Corporation

By Russell W. Spitz, President

By Ronald R. Gehrmann  
RONALD R. GEHRMAN, Secretary

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF MILWAUKEE )

Personally came before me this 17 day of November, 1971, the above named RUSSELL W. SPITZ and RONALD R. GEHRMAN, to me known to be President and Secretary respectively of GERMANTOWN DEVELOPMENT COMPANY, INC., who executed the foregoing Declaration and acknowledged the same in behalf of said corporation.

Irving D. Gaines  
IRVING D. GAINES, Notary Public  
Milwaukee County, Wisconsin  
My Commission is Permanent

This instrument was drafted by:

IRVING D. GAINES  
Attorney at Law

CONSENT OF MORTGAGE HOLDER

The West Bend Savings & Loan Association, a Wisconsin corporation, with offices at West Bend, Wisconsin, and mortgagee named in certain mortgages heretofore executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, hereby consents to the execution, recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Sections 703.01 through 703.28, Wisconsin Statutes.

IN WITNESS WHEREOF, the said WEST BEND SAVINGS AND LOAN ASSOCIATION has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin, this 19 day of November, 1971.

WEST BEND SAVINGS AND LOAN ASSOCIATION

By

William A. Miller

President

Attested to:

By

Roman A. Stoppel  
Assistant Secretary

STATE OF WISCONSIN )  
 ) SS  
WASHINGTON COUNTY )

I, a notary public in and for said county and state, do hereby certify that Richard A. Lamm and Roman A. Stuppel, President and Assistant Secretary, respectively, of THE WEST BEND SAVINGS AND LOAN ASSOCIATION, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19 day of November, 1971.

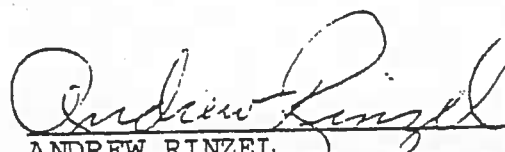
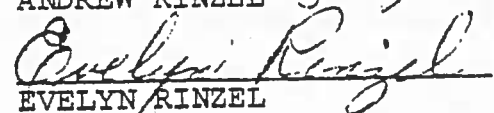
Norman R. Engelbrecht  
Notary Public,  
Washington County, Wisconsin  
My commission ~~(is)~~ (expires) 12/33/72

CONSENT OF MORTGAGE HOLDER

ANDREW RINZEL and EVELYN RINZEL, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, dated December 11, 1970, and recorded in the office of the Register of Deeds of Washington County, Wisconsin, on the 14th day of December, 1970, in Volume 491 of Records, at Page 268, as Document No. 318911, hereby consent to the execution, recording and filing of the above and foregoing Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST and hereby submit their mortgage above referred to, to the provisions of the above and foregoing Declaration and the Wisconsin Unit Ownership Act, Sections 703.01 through 703.28, Wisconsin Statutes.

IN WITNESS WHEREOF, the said ANDREW RINZEL and EVELYN RINZEL, his wife, have caused this instrument to be signed by them in their behalf.

Dated and executed at Germantown, Wisconsin, this 19th day of November, 1971.

 (SEAL)  
ANDREW RINZEL  
 (SEAL)  
EVELYN RINZEL

326929

VOL 508 PAGE 558  
REC

STATE OF WISCONSIN     )  
                              )     SS  
WASHINGTON COUNTY     )

Personally came before me, this 19<sup>th</sup> day of November, 1971, the above named ANDREW RINZEL and EVELYN RINZEL, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Arthur C. Snyder  
Notary Public,  
Washington County, Wisconsin  
My commission (is) (~~expires~~) permanent

## THE FOLLOWING IS THE LEGAL DESCRIPTION

## OF STAGE 1

## LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41" E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01°41'16"E along the West one-eighth line 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E along said right-of-way line 123.00 feet; thence S88°18'44"W, 23.00 feet; thence S56°11'49"W, 40.71 feet; thence N86°26'30"W, 103.00 feet; thence N01°35'00"W, 117.50 feet; thence N81°58'58"E, 160.82 feet to the place of beginning.

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF STAGE 2  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22 Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01°41'16"E along the West one-eighth line 360.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E along said right-of-way line, 216.00 feet; thence S88°18'44"W, 23.00 feet; thence S65°09'54"W, 36.74 feet; thence S83°19'00"W, 139.00 feet; thence N07°00'00"E, 233.00 feet; thence S86°26'30"W, 103.00 feet; thence N56°11'49"E, 40.71 feet; thence N88°18'44"E, 23.00 feet to the place of beginning.

326929

VOL REC 508 PAGE 561

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF STAGE 3  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22 Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01°41'16"E along the West one-eighth line of said section 576.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E, along said right-of-way line, 108.00 feet; thence S88°18'44"W, 23.00 feet; thence S51°06'05"W, 43.84 feet; thence S83°19'00"W, 156.50 feet; thence N07°00'00"E, 123.00 feet; thence N83°19'00"E, 139.00 feet; thence N65°09'54"E, 36.74 feet; thence N88°18'44"E, 23.00 feet to the place of beginning.

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF STAGE 4  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22 Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section 22; thence S01°41'16"E along the West one-eighth line of said section 684.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E along said Right-Of-Way line, 216.00 feet; thence S88°18'44"W, 30.00 feet; thence N30°59'49"W, 56.49 feet; thence S79°41'00"W, 119.00 feet; thence N46°30'00"W, 74.50 feet; thence N07°00'00"E, 92.67 feet; thence N83°19'00"E, 156.50 feet; thence N51°06'05"E, 43.84 feet; thence N88°18'44"E, 23.00 feet to the place of beginning.

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF STAGE 5  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 5 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22, said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet to the place of beginning; thence N25°06'00"E, 160.00 feet; thence S88°45'00"W, 369.00 feet; thence S52°32'59"E, 233.74 feet; thence N75°14'E, 80.00 feet; thence S68°23'30"E, 41.00 feet to the place of beginning.

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF STAGE 6  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet to the place of beginning; thence S05°00'00"W, 82.00 feet; thence N80°31'15"W, 263.59 feet; thence N24°20'00"E, 198.00 feet; thence S52°32'59"E, 233.74 feet to the place of beginning.

326929

701  
251 508 PAGE 565

THE FOLLOWING IS THE LEGAL DESCRIPTION :

OF STAGE 7

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 99.00 feet; thence N89°45'13"W, 255.75 feet; thence N01°47'00"E, 141.00 feet; thence S80°31'15"E, 263.59 feet to the place of beginning.

326929

VOL  
REC

508 PAGE 566

THE FOLLOWING IS THE LEGAL DESCRIPTION

OF STAGE 8

LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22, said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 181.00 feet to the place of beginning; thence S05°00'00"W, 40.00 feet; thence S03°53'00"E, 68.00 feet; thence S85°13'07"W, 253.74 feet; thence N01°46'00"W, 130.00 feet; thence S89°45'13"E, 255.75 feet to the place of beginning.

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF STAGE 9  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 68.00 feet to the place of beginning; thence S03°53'00"E, 108.00 feet; thence S81°19'04"W, 238.55 feet; thence N11°14'00"W, 125.00 feet; thence N85°13'07"E, 253.74 feet to the place of beginning.

326929

VOL 508 PAGE 568  
REC

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF STAGE 10  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Twashington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue; thence S81°58'58"W, 160.82 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 176.00 feet to the place of beginning; thence S03°53'00"E, 154.00 feet; thence N78°49'42"W, 242.99 feet; thence N06°22'00"W, 71.00 feet; thence N81°19'04"E, 238.55 feet to the place of beginning.

THE FOLLOWING IS THE LEGAL DESCRIPTION  
OF PARCELS 0 THRU 10  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at a point on the West one-quarter line of Section 22 said point being N88°33'41"E of and 1303.97 feet distant from the West one-quarter corner of said Section; thence S01°41'16"E, along the one-eighth line of Section 22, 237.00 feet; thence S88°18'44"W, 25.00 feet to a point on the West Right-Of-Way line of Western Avenue and the place of beginning; thence S01°41'16"E, along said West Right-Of-Way line 663.00 feet; thence S88°18'44"W, 30.00 feet; thence N30°59'49"W, 56.49 feet; thence S79°41'00"W, 119.00 feet; thence N46°30'00"W, 74.50 feet; thence N07°00'00"E, 448.67 feet; thence N01°35'00"W, 117.50 feet; thence N63°30'00"W, 48.00 feet; thence N68°23'30"W, 41.00 feet; thence S75°14'00"W, 80.00 feet; thence S05°00'00"W, 221.00 feet; thence S03°53'00"E, 330.00 feet; thence N78°49'42"W, 242.99 feet; thence N06°22'00"W, 71.00 feet; thence N11°14'00"W, 125.00 feet; thence N01°46'00"W, 130.00 feet; thence N01°47'00"E, 141.00 feet; thence N24°20'00"E, 198.00 feet; thence N88°45'00"E, 369.00 feet; thence S43°02'10"E, 196.85 feet to the place of beginning.

LEGAL DESCRIPTION OF ADDITIONAL LANDS  
OWNED BY DEVELOPER WHICH MAY BE ANNEXED TO  
LAKE PARK WEST

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Beginning at the Southwest Corner of Section 22; thence N01° 24'03"W along the West line of said section 2659.20 feet to the West one-quarter corner of Section 22; said one-quarter corner also being on the centerline of Main Street; thence N88°33'14"E along the West one-quarter line of said section and said centerline 1303.97 feet to the point of centerline intersection with Western Avenue; thence S01°41'16"E along said centerline 1995.52 feet; thence S88°28'49"W parallel to the South line of Section 22, 657.19 feet; thence S01°33'47"E, 301.88 feet; thence S88°28'49"W parallel to said South line 295.17 feet; thence S01°33'47"E, 360.17 feet to a point on the aforementioned South line and the centerline of Mequon Road; thence S88°28'49"W along the South line of Section 22 and said centerline 363.47 feet to the place of beginning containing 67.5445 acres, excepting the full and complete legal description contained in Exhibit 11 immediately preceding this page containing the legal description of parcels 0 through 10, LAKE PARK WEST

THIS AGREEMENT made this 20 day of Sept,

1971, by and between the VILLAGE OF GERMANTOWN, a municipal corporation located in Washington County, Wisconsin, hereinafter known as the "Village", party of the first part, and GERMANTOWN DEVELOPMENT CO., INC., a Wisconsin corporation, with its principal office located at Butler, Wisconsin, hereinafter known as the "Developer", party of the second part,

## W I T N E S S E T H :

WHEREAS, the Village of Germantown has approved a Planned Unit Development, referred to as LAKE PARK WEST, as per plans of the Developer, on file with the Village of Germantown, for certain lands lying in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 22, Township 9 North, Range 20 East, Washington County, Wisconsin, owned by the Developer; and

IT IS HEREBY MUTUALLY AGREED between the parties as follows:

1. That the Village does approve the plans for LAKE PARK WEST.

2. That the Developer does agree to construct a 30 inch sanitary sewer main as shown on the Utility Plan at its own cost and expense.

3. That the Developer does agree to construct a 16 inch water main as shown on the Utility Plan at its own cost and expense.

4. That all of said sewer and water construction shall be subject to supervision and inspection by the Village or its agents or contractors which it may employ for such inspection and supervision, which costs shall be defrayed by the Developer.

5. That upon approval and acceptance of said sewer and water mains by the Village, the Developer shall dedicate said sewer and water mains to the Village and will execute the necessary easements to the Village upon the Village paying the sums hereinafter referred to in paragraphs 6 and 7.

6. That the Village shall pay to the Developer the differential in cost between 30 inch sanitary sewer pipe and 10 inch sanitary sewer pipe as shall be determined by the price established by the supplier of the pipe at the time of purchase of the same. Said amount to be paid within two years from the date of acceptance of said sewer line.

7. That the Village shall pay the Developer the differential of costs between 16 inch water pipe and 8 inch water pipe as shall be determined by the price established by the supplier of the pipe at the time of purchase of the same. Said amount to be paid within two years from the date of acceptance of said water line.

8. Developer shall, at its own expense, provide for private garbage and trash disposal in LAKE PARK WEST: the Village shall provide an adequate garbage and trash disposal site in the Village. Developer shall pay no higher rate for dumping at said disposal site than is paid by the Village for its disposal.

9. Developer shall, at its own expense, provide for snow plowing and road maintenance within LAKE PARK WEST.

10. The Developer shall provide "Erection of lighting adequate for the personal safety of the residents is to be determined by the Chief of Police of the Village of Germantown".

11. Developer will construct the majority of roads in LAKE PARK WEST with a reverse crown.

12. Water charges shall be based upon amount of water used, and at the rates on file with the Public Service Commission for the volume used.

13. Developer shall reimburse the Village for any and all special engineering services reasonably necessary in connection with obtaining state approvals or special requests of the Developer. Such reimbursement shall be based upon the reasonable value of such services rendered.

14. Developer shall grant an easement to the Village for the purposes of construction and installation of a force main for the South-Central Sewer Project.

15. In the event the Village resolves to extend Division Road between Mequon Road and Freistadt Road, the Developer agrees to dedicate to the Village a 130 foot right-of-way for said extension of Division Road. Present projected extension of Division Road is to be in a near northerly line with minor offsets to avoid the re-planning of LAKE PARK WEST and to avoid the present Sewer Plant. If, however, the present platted subdivision on the land known as the Deshur property is vacated, this route and dedication will be voided in favor of a route for which plans have been submitted to the Village.

16. Developer's compliance with Ordinance 471 is as follows:

a. The Developer shall pay the Village Seventy-Five Thousand (\$75,000.00) Dollars in the following manner:

1. Two-hundred (\$200.00) Dollars per unit for the first two hundred units.

326929

2. One-hundred (\$100.00) Dollars per unit for

the next three hundred fifty units.

Said payments to be made upon the issuance of occupancy permits for said units, except that all payments for all units in a building shall become due and owing to the Village two years after the first occupancy permit for a building has been issued by the Village.

b. A Seventy-Five Thousand (\$75,000.00) Dollar allowance is to be made if the Developer provides a golf course, open to the public, nine holes or more, provided the course is established within a three year period from the date of this contract. The golf course completion schedule to be guaranteed by a Seventy-Five Thousand (\$75,000.00) Dollar surety bond payable to the Park and Recreation Commission.

17. Developer agrees this agreement is to be included as an Addendum and made a part of the Declaration of Conditions, Covenants, Restrictions and Easements for LAKE PARK WEST.

18. The Developer agrees to dedicate to the Village a ninety (90) foot right-of-way for extension of Main Street from Western Avenue to River Lane.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 20 day of Sept, 1971.

WITNESSES:

[Signature]  
[Signature]  
[Signature]

VILLAGE OF GERMANTOWN  
BY[Signature]  
President

ATTEST:

[Signature]  
ClerkGERMANTOWN DEVELOPMENT CO., INC.  
BY[Signature]  
President[Signature]  
Assistant Secretary[Signature][Signature]

EXHIBIT ALEGAL DESCRIPTION OF TOTAL PARCEL  
OF REAL ESTATE OWNED BY DEVELOPER

All that part of the Southwest one-quarter of Section 22, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Beginning at the Southwest Corner of Section 22; thence N01°24'03"W along the West line of said section 2659.20 feet to the West one-quarter corner of Section 22; said one-quarter corner also being on the centerline of Main Street; thence N88°33'14"E along the West one-quarter line of said section and said centerline 1303.97 feet to the point of centerline intersection with Western Avenue; thence S01°41'16"E along said centerline 1995.52 feet; thence S88°28'49"W parallel to the South line of Section 22, 657.19 feet, thence S01°33'47"E, 301.88 feet; thence S88°28'49"W parallel to said South line 295.17 feet; thence S01°33'47"E, 360.17 feet to a point on the aforementioned South line and the centerline of Mequon Road; thence S88°28'49"W along the South line of Section 22 and said centerline 363.47 feet to the place of beginning containing 67.5445 acres.

326929

VOL  
REC : 508 PAGE 576

EXHIBIT B

LEGAL DESCRIPTION OF COMMON AREA

All except Buildings 1 through 12, inclusive, and all Units therein, as shown on Exhibit C attached hereafter, lying within that portion of the total legal description contained in Exhibit A, as delineated and outlined in Exhibit C attached.

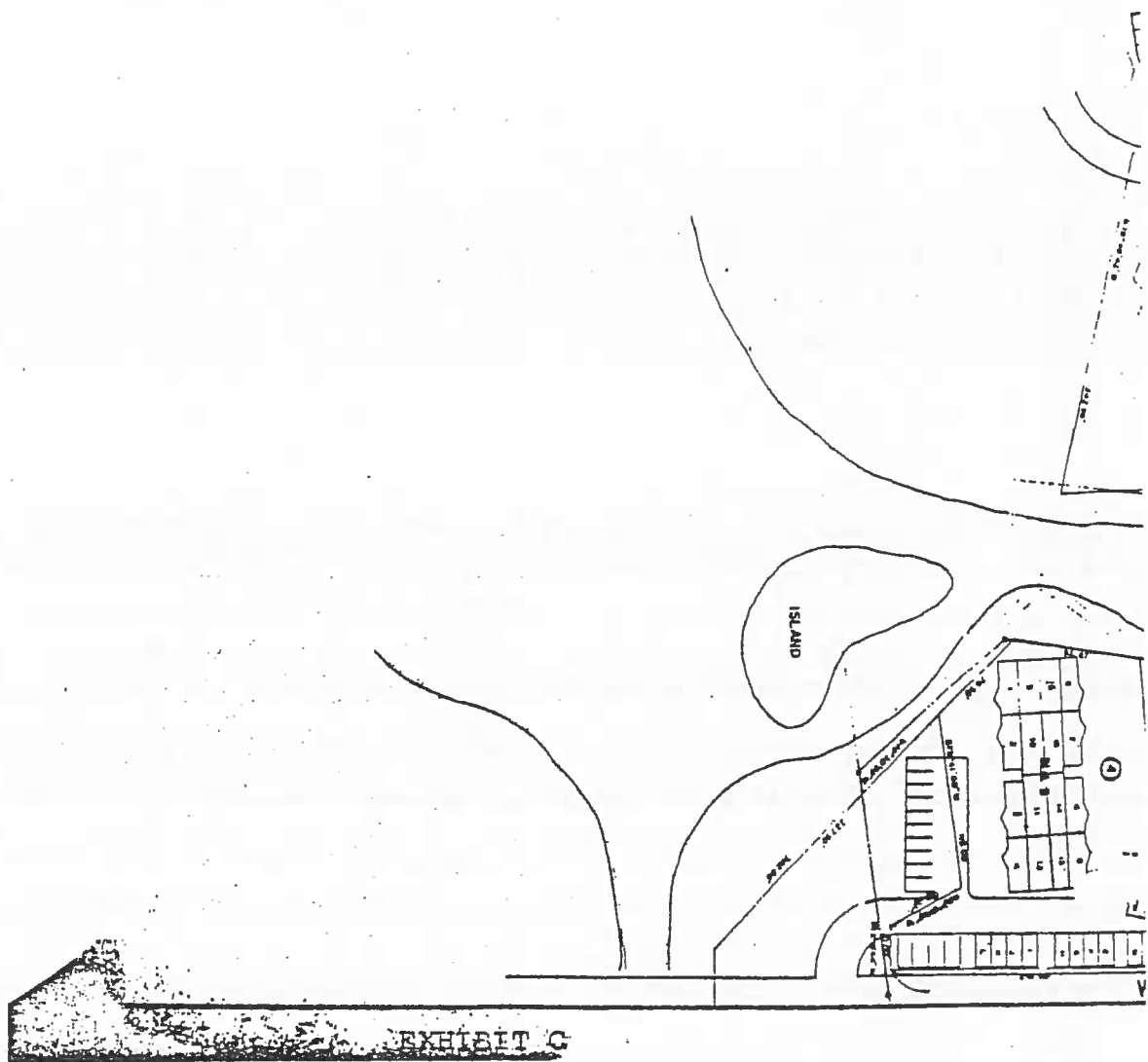
EXHIBIT B

AMENDMENT TO  
DECLARATION OF CONDITIONS,  
COVENANTS, RESTRICTIONS  
AND EASEMENTS  
REGARDING LAKE PARK WEST

RECORDED

MAR 3 3 37 PM '72

*Alger David*  
REGISTER OF DEEDS  
OF WASHINGTON COUNTY, N.H.1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000  
1001  
1002  
1003  
1004  
1005  
1006  
1007  
1008  
1009  
1010  
1011  
1012  
1013  
1014  
1015  
1016  
1017  
1018  
1019  
1020  
1021  
1022  
1023  
1024  
1025  
1026  
1027  
1028  
1029  
1030  
1031  
1032  
1033  
1034  
1035  
1036  
1037  
1038  
1039  
1040  
1041  
1042  
1043  
1044  
1045  
1046  
1047  
1048  
1049  
1050  
1051  
1052  
1053  
1054  
1055  
1056  
1057  
1058  
1059  
1060  
1061  
1062  
1063  
1064  
1065  
1066  
1067  
1068  
1069  
1070  
1071  
1072  
1073  
1074  
1075  
1076  
1077  
1078  
1079  
1080  
1081  
1082  
1083  
1084  
1085  
1086  
1087  
1088  
1089  
1090  
1091  
1092  
1093  
1094  
1095  
1096  
1097  
1098  
1099  
1100  
1101  
1102  
1103  
1104  
1105  
1106  
1107  
1108  
1109  
1110  
1111  
1112  
1113  
1114  
1115  
1116  
1117  
1118  
1119  
1120  
1121  
1122  
1123  
1124  
1125  
1126  
1127  
1128  
1129  
1130  
1131  
1132  
1133  
1134  
1135  
1136  
1137  
1138  
1139  
1140  
1141  
1142  
1143  
1144  
1145  
1146  
1147  
1148  
1149  
1150  
1151  
1152  
1153  
1154  
1155  
1156  
1157  
1158  
1159  
1160  
1161  
1162  
1163  
1164  
1165  
1166  
1167  
1168  
1169  
1170  
1171  
1172  
1173  
1174  
1175  
1176  
1177  
1178  
1179  
1180  
1181  
1182  
1183  
1184  
1185  
1186  
1187  
1188  
1189  
1190  
1191  
1192  
1193  
1194  
1195  
1196  
1197  
1198  
1199  
1200  
1201  
1202  
1203  
1204  
1205  
1206  
1207  
1208  
1209  
1210  
1211  
1212  
1213  
1214  
1215  
1216  
1217  
1218  
1219  
1220  
1221  
1222  
1223  
1224  
1225  
1226  
1227  
1228  
1229  
1230  
1231  
1232  
1233  
1234  
1235  
1236  
1237  
1238  
1239  
1240  
1241  
1242  
1243  
1244  
1245  
1246  
1247  
1248  
1249  
1250  
1251  
1252  
1253  
1254  
1255  
1256  
1257  
1258  
1259  
1260  
1261  
1262  
1263  
1264  
1265  
1266  
1267  
1268  
1269  
1270  
1271  
1272  
1273  
1274  
1275  
1276  
1277  
1278  
1279  
1280  
1281  
1282  
1283  
1284  
1285  
1286  
1287  
1288  
1289  
1290  
1291  
1292  
1293  
1294  
1295  
1296  
1297  
1298  
1299  
1300  
1301  
1302  
1303  
1304  
1305  
1306  
1307  
1308  
1309  
1310  
1311  
1312  
1313  
1314  
1315  
1316  
1317  
1318  
1319  
1320  
1321  
1322  
1323  
1324  
1325  
1326  
1327  
1328  
1329  
1330  
1331  
1332  
1333  
1334  
1335  
1336  
1337  
1338  
1339  
1340  
1341  
1342  
1343  
1344  
1345  
1346  
1347  
1348  
1349  
1350  
1351  
1352  
1353  
1354  
1355  
1356  
1357  
1358  
1359  
1360  
1361  
1362  
1363  
1364  
1365  
1366  
1367  
1368  
1369  
1370  
1371  
1372  
1373  
1374  
1375  
1376  
1377  
1378  
1379  
1380  
1381  
1382  
1383  
1384  
1385  
1386  
1387  
1388  
1389  
1390  
1391  
1392  
1393  
1394  
1395  
1396  
1397  
1398  
1399  
1400  
1401  
1402  
1403  
1404  
1405  
1406  
1407  
1408  
1409  
1410  
1411  
1412  
1413  
1414  
1415  
1416  
1417  
1418  
1419  
1420  
1421  
1422  
1423  
1424  
1425  
1426  
1427  
1428  
1429  
1430  
1431  
1432  
1433  
1434  
1435  
1436  
1437  
1438  
1439  
1440  
1441  
1442  
1443  
1444  
1445  
1446  
1447  
1448  
1449  
1450  
1451  
1452  
1453  
1454  
1455  
1456  
1457  
1458  
1459  
1460  
1461  
1462  
1463  
1464  
1465  
1466  
1467  
1468  
1469  
1470  
1471  
1472  
1473  
1474  
1475  
1476  
1477  
1478  
1479  
1480  
1481  
1482  
1483  
1484  
1485  
1486  
1487  
1488  
1489  
1490  
1491  
1492  
1493  
1494  
1495  
1496  
1497  
1498  
1499  
1500  
1501  
1502  
1503  
1504  
1505  
1506  
1507  
1508  
1509  
1510  
1511  
1512  
1513  
1514  
1515  
1516  
1517  
1518  
1519  
1520  
1521  
1522  
1523  
1524  
1525  
1526  
1527  
1528  
1529  
1530  
1531  
1532  
1533  
1534  
1535  
1536  
1537  
1538  
1539  
1540  
1541  
1542  
1543  
1544  
1545  
1546  
1547  
1548  
1549  
1550  
1551  
1552  
1553  
1554  
1555  
1556  
1557  
1558  
1559  
1560  
1561  
1562  
1563  
1564  
1565  
1566  
1567  
1568  
1569  
1570  
1571  
1572  
1573  
1574  
1575  
1576  
1577  
1578  
1579  
1580  
1581  
1582  
1583  
1584  
1585  
1586  
1587  
1588  
1589  
1590  
1591  
1592  
1593  
1594  
1595  
1596  
1597  
1598  
1599  
1600  
1601  
1602  
1603  
1604  
1605  
1606  
1607  
1608  
1609  
1610  
1611  
1612  
1613  
1614  
1615  
1616  
1617  
1618  
1619  
1620  
1621  
1622  
1623  
1624  
1625  
1626  
1627  
1628  
1629  
1630  
1631  
1632  
1633  
1634  
1635  
1636  
1637  
1638  
1639  
1640  
1641  
1642  
1643  
1644  
1645  
1646  
1647  
1648  
1649  
1650  
1651  
1652  
1653  
1654  
1655  
1656  
1657  
1658  
1659  
1660  
1661  
1662  
1663  
1664  
1665  
1666  
1667  
1668  
1669  
1670  
1671  
1672  
1673  
1674  
1675  
1676  
1677  
1678  
1679  
1680  
1681  
1682  
1683  
1684  
1685  
1686  
1687  
1688  
1689  
1690  
1691  
1692  
1693  
1694  
1695  
1696  
1697  
1698  
1699  
1700  
1701  
1702  
1703  
1704  
1705  
1706  
1707  
1708  
1709  
1710  
1711  
1712  
1713  
1714  
1715  
1716  
1717  
1718  
1719  
1720  
1721  
1722  
1723  
1724  
1725  
1726  
1727  
1728  
1729  
1730  
1731  
1732  
1733  
1734  
1735  
1736  
1737  
1738  
1739  
1740  
1741  
1742  
1743  
1744  
1745  
1746  
1747  
1748  
1749  
1750  
1751  
1752  
1753  
1754  
1755  
1756  
1757  
1758  
1759  
1760  
1761  
1762  
1763  
1764  
1765  
1766  
1767  
1768  
1769  
1770  
1771  
1772  
1773  
1774  
1775  
1776  
1777  
1778  
1779  
1780  
1781  
1782  
1783  
1784  
1785  
1786  
1787  
1788  
1789  
1790  
1791  
1792  
1793  
1794  
1795  
1796  
1797  
1798  
1799  
1800  
1801  
1802  
1803  
1804  
1805  
1806  
1807  
1808  
1809  
1810  
1811  
1812  
1813  
1814  
1815  
1816  
1817  
1818  
1819  
1820  
1821  
1822  
1823  
1824  
1825  
1826  
1827  
1828  
1829  
1830  
1831  
1832  
1833  
1834  
1835  
1836  
1837  
1838  
1839  
1840  
1841  
1842  
1843  
1844  
1845  
1846  
1847  
1848  
1849  
1850  
1851  
1852  
1853  
1854  
1855  
1856  
1857  
1858  
1859  
1860  
1861  
1862  
1863  
1864  
1865  
1866  
1867  
1868  
1869  
1870  
1871  
1872  
1873  
1874  
1875  
1876  
1877  
1878  
1879  
1880  
1881  
1882  
1883  
1884  
1885  
1886  
1887  
1888  
1889  
1890  
1891  
1892  
1893  
1894  
1895  
1896  
1897  
1898  
1899  
1900  
1901  
1902  
1903  
1904  
1905  
1906  
1907  
1908  
1909  
1910  
1911  
1912  
1913  
1914  
1915  
1916  
1917  
1918  
1919  
1920  
1921  
1922  
1923  
1924  
1925  
1926  
1927  
1928  
1929  
1930  
1931  
1932  
1933  
1934  
1935  
1936  
1937  
1938  
1939  
1940  
1941  
1942  
1943  
1944  
1945  
1946  
1947  
1948  
1949  
1950  
1951  
1952  
1953  
1954  
1955  
1956  
1957  
1958  
1959  
1960  
1961  
1962  
1963  
1964  
1965  
1966  
1967  
1968  
1969  
1970  
1971  
1972  
1973  
1974  
1975  
1976  
1977  
1978  
1979  
1980  
1981  
1982  
1983  
1984  
1985  
1986  
1987  
1988  
1989  
1990  
1991  
1992  
1993  
1994  
1995  
1996  
1997  
1998  
1999  
2000  
2001  
2002  
2003  
2004  
2005  
2006  
2007  
2008  
2009  
2010  
2011  
2012  
2013  
2014  
2015  
2016  
2017  
2018  
2019  
2020  
2021  
2022  
2023  
2024  
2025  
2026  
2027  
2028  
2029  
2030  
2031  
2032  
2033  
2034  
2035  
2036  
2037  
2038  
2039  
2040  
2041  
2042  
2043  
2044  
2045  
2046  
2047  
2048  
2049  
2050  
2051  
2052  
2053  
2054  
2055  
2056  
2057  
2058  
2059  
2060  
2061  
2062  
2063  
2064  
2065  
2066  
2067  
2068  
2069  
2070  
2071  
2072  
2073  
2074  
2075  
2076  
2077  
2078  
2079  
2080  
2081  
2082  
2083  
2084  
2085  
2086  
2087  
2088  
2089  
2090  
2091  
2092  
2093  
2094  
2095  
2096  
2097  
2098  
2099  
2100  
2101  
2102  
2103  
2104  
2105  
2106  
2107  
2108  
2109  
2110  
2111  
2112  
2113  
2114  
2115  
2116  
2117  
2118  
2119  
2120  
2121  
2122  
2123  
2124  
2125  
2126  
2127  
2128  
2129  
2130  
2131  
2132  
2133  
2134  
2135  
2136  
2137  
2138  
2139  
2140  
2141  
2142  
2143  
2144  
2145  
2146  
2147  
2148  
2149  
2150  
2151  
2152  
2153  
2154  
2155  
2156  
2157  
2158  
2159  
2160  
2161  
2162  
2163  
2164  
2165  
2166  
2167  
2168  
2169  
2170  
2171  
2172  
2173  
2174  
2175  
2176  
2177  
2178  
2179  
2180  
2181  
2182  
2183  
2184  
2185  
2186  
2187  
2188  
2189  
2190  
2191  
2192  
2193  
2194



# LAKE PARK WEST

PLAT OF DIVISION OF PARCELS

FOR

## GERMANTOWN DEVELOPMENT CORP.

PART OF THE SOUTHWEST ONE-QUARTER OF SEC-  
TION 22, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE  
OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN  
(WEST ONE-QUARTER LINE SEC. 22, T19N, R20E)

WALTER H. HOLZIM, BECKER  
& ASSOC., INC.  
SURVEYORS  
WALKESSHA, WISCONSIN

WALTER H. HOLZIM, BECKER  
& ASSOC., INC.  
SURVEYORS  
WALKESSHA, WISCONSIN

N88°33'41"E

1303.97'



SCALE 1"=80'

MAIN STREET

EL CAMINO ROYAL

TRAILER & BOAT STORAGE

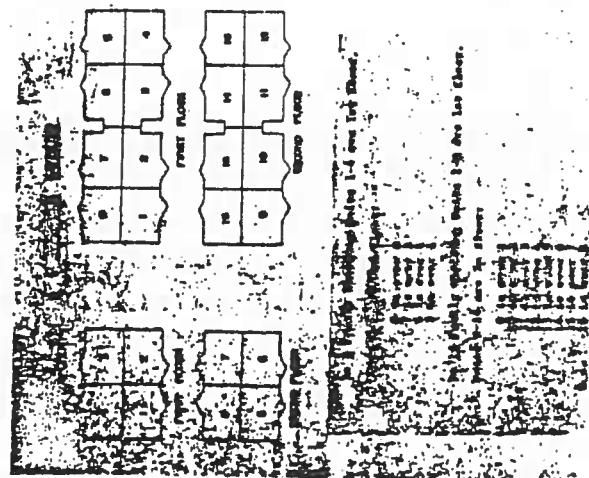
POOL AREA

LAKE

BISCAYNE

AVE

1995.52



AMENDMENT TO  
DECLARATION OF CONDITIONS, COVENANTS,  
RESTRICTIONS AND EASEMENTS  
REGARDING LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, which original Declaration was dated and acknowledged November 17, 1971, and recorded November 23, 1971 in the office of the Register of Deeds of Washington County, Wisconsin at 8:41 A.M. in Volume 508 of Records, Pages 527 through 578 inclusive, as Document Number 326929, by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, hereinafter called the Developer,

WITNESSETH:

WHEREAS, the provisions of Article XII, Section 3, entitled "Amendment" provide that the covenants and restrictions of the Declaration herein may be amended during the first three (3) year period after original recording thereof by an instrument of amendment signed solely by the Developer, and

WHEREAS, the Developer is desirous of modifying and amending said Declarations for the purposes of reserving to itself the right to execute and deliver easements for public utility purposes, if necessary, for such items as electricity, telephone, gas, water, sewer and any other public utility, which easements may, by necessity, traverse along, across or through any portion of the common areas involved herein,

NOW, THEREFORE, the Developer does herewith place on record this Amendment to the said Declarations aforescribed for the said purposes stated hereinabove, and it is hereby declared that the Developer, GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, is duly authorized and permitted to execute any and all written easements for public utility purposes including, but not exclusively limited thereto, such items as electricity, telephone, gas, sewer and water for use in the subject premises, which public utility lines or facilities may, by necessity, traverse across, over, under or through all or any portion of the common areas described in the original Declarations

on file herein.

IN WITNESS WHEREOF, the said GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, has caused this document to be signed by its President, RUSSELL W. SPITZ, and Secretary, RONALD GEHRMAN, this 28th day of February, 1972.

GERMANTOWN DEVELOPMENT COMPANY, INC.,  
a Wisconsin corporation

By *Russell W. Spitz*  
RUSSELL W. SPITZ, President

By *Ronald R. Gehrmann*  
RONALD GEHRMAN, Secretary

STATE OF WISCONSIN    )  
                              ) SS.  
MILWAUKEE COUNTY    )

Personally came before me this 28th day of February, 1972, the above named RUSSELL W. SPITZ, President, and RONALD GEHRMAN, Secretary, respectively, of GERMANTOWN DEVELOPMENT COMPANY, INC., who executed the foregoing Amendment to Declaration and acknowledged the same in behalf of the said corporation.

*Delores Wiesner*  
DELORES WIESNER, Notary Public  
Milwaukee County, Wisconsin  
My commission expires 8/8/75

This instrument was drafted by:

IRVING D. GAINES  
Attorney at Law

AMENDMENT TO DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS  
AND EASEMENTS REGARDING  
LAKE PARK WEST

RECORDED

AUG 23 11 06 AM '72

*Alga Davis*  
REGISTER OF DEEDS  
OF WASHINGTON COUNTY, WIS.

✓ 207

AMENDMENT TO DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS  
AND EASEMENTS REGARDING  
LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of conditions, covenants, restrictions and easements regarding Lake Park West, a condominium, which original declaration was dated and acknowledged November 17, 1971, and recorded by declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971 as Document No. 326929 in Volume 508 of Records, pages 527-578, inclusive, by Germantown Development Company, Inc., a Wisconsin corporation, hereinafter called the developer,

WITNESSETH:

WHEREAS it was provided for in said original declarations (Article X, Section 1) that there would be a "staged development" of construction and annexation to the condominium aforescribed, and

WHEREAS it was further described in Article X, Section 2 of said original declarations, that additional lands within the area described in Exhibit 12 of the original declarations could be annexed by the developer at any time within five (5) years after the date of the original declarations, to the condominium aforescribed, and

WHEREAS certain provisions were originally provided in the original declarations in Article III, Section 11, relating to "parking rights" which need and require clarification by

reason of the construction at varying locations within the condominium area of private garages for unit owners,

NOW, THEREFORE, the developer does herewith place on record this Amendment to the said declarations aforescribed for the purposes of making additions, corrections and amendments as aforescribed and as set forth hereinafter at greater length:

1. STAGED DEVELOPMENT

By the execution and recording of this Amendment, the developer does herewith declare that it has proceeded to construct and deem annexed and part and parcel of Lake Park West, a condominium, stages 1 through 10, as described and referred to in Article X, Section 1, of the original declarations aforescribed, and as legally described and pictorially displayed in all of the exhibits attached to the original declaration referred to hereinabove, and does herewith incorporate herein by reference, as though set forth at length herein, Exhibit 1 attached hereto being a "as built" plat of survey prepared by Kirchman, Inc., by EUGENE A. KIRCHMAN, a registered land surveyor, dated July 13, 1972; that as shown in the said plat of survey aforescribed and marked for identification as Exhibit 1, buildings 1 through 9, and 13 through 15, which are shown in shaded coloration, have been built and are situated as shown thereon, and buildings 10 through 12 inclusive are presently in the process of being constructed as situated thereon; that, further, as shown on said Exhibit 1 attached hereto are garage buildings running

in a northerly and southerly direction along the West side of Western Avenue, being the eastern of the declared condominium, all of which have been constructed, excepting for the building containing garages numbered 2-3, 2-4, 2-7, and 2-8, and further containing thereon unconstructed garage buildings numbered 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, to be constructed in the future as situated and described therein.

## 2. ANNEXATION

Pursuant to the provisions of Article X, Section 2, of the original declarations, the developer does herewith deem and declare that the parcels of real estate described at greater length in Exhibit 2 attached hereto, consisting of lands upon which buildings 13, 14, and 15 have been constructed, as aforescribed, and adjacent expanded common areas are situated, are declared to be annexed to Lake Park West and to be part and parcel of the same as though said premises had been originally declared to be a portion of the said condominium, including Units 1 through 8 inclusive in Building 13, Units 1 through 8 in Building 14, and Units 1 through 8 in Building 15.

## 3. PARKING PRIVILEGES-GARAGES

By reason of the fact that the provisions contained in Section 11, Article III, of the original declarations herein, entitled "parking rights" provided that "any areas designated on the attached exhibits as space to be utilized for parking space for a particular individual unit, can be converted into a garage unit by means of the construction of a garage thereon

at the cost and expense of the unit owner therein, and said unit owner is granted the exclusive use, but not ownership thereof, to said garage constructed thereon.", and by reason of the fact that Exhibit 1 attached hereto contains a numerical sequential designation for garages presently constructed and to be constructed hereafter, it is hereby declared that the numerical designation for each of said garages as shown on the attached Exhibit 1 is provided solely for convenience of description and designation and are not necessarily intended to be descriptive of the same for purposes of causing ownership thereof to run with the title to individual units in individual buildings. As conveyances shall hereafter be executed and delivered and recorded for various units in the within condominium, if the purchaser of such unit shall be acquiring the exclusive use of a specified garage unit pursuant to the provisions of Article III, Section 11 of the original declarations, an appropriate reference thereto shall be included in the condominium deed of conveyance providing that the grantee therein has acquired, by means of such deed, the exclusive use of such numerically designated garage. The location for the construction of garages hereafter shall be exclusively reserved to the developer for designation, and the assignment and sale of exclusive use to said garages to future prospective purchasers of units herein shall be exercised solely and exclusively at the discretion of the developer with respect to initial purchasers.

IN WITNESS WHEREOF, the said Germantown Development Company, Inc., a Wisconsin corporation, has caused this document to be

executed by its President and Secretary this 21 day of August, 1972.

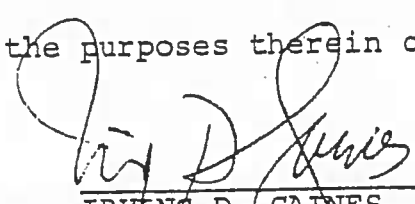
GERMANTOWN DEVELOPMENT COMPANY, INC.,  
a Wisconsin corporation

By:   
RUSSELL W. SPITZ, President

By:   
RONALD R. GEHRMAN, Secretary

STATE OF WISCONSIN )  
( SS.  
COUNTY OF MILWAUKEE )

Personally came before me this 21 day of August, 1972 the above named RUSSELL W. SPITZ and RONALD R. GEHRMAN, to me known to be the President and Secretary respectively of GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, who executed the foregoing Amendment to declaration and acknowledged the same in behalf of the said corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

  
IRVING D. GAINES, Notary Public  
Milwaukee County, Wisconsin  
My Commission is permanent.

This instrument was drafted by:  
IRVING D. GAINES  
Attorney at Law

# CONSENT OF MORTGAGE HOLDER

The West Bend Savings and Loan Association, a Wisconsin corporation, with offices at West Bend, Wisconsin, and mortgagee named in certain mortgages heretofore executed by Germantown Development Company, Inc., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, hereby consents to the execution, recording and filing of the above and foregoing Amendment to declaration of conditions, covenants, restrictions and easements, regarding Lake Park West, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Amendment.

IN WITNESS WHEREOF, the said West Bend Savings and Loan Association has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin this 24 day of August, 1972.

WEST BEND SAVINGS AND LOAN ASSOCIATION

By: Richard A. Larson

RICHARD LARSON, President

Attested to by: Maoni L. Engelstein

STATE OF WISCONSIN )  
( SS.  
WASHINGTON COUNTY )

I, a Notary Public in and for said county and state, do hereby certify that RICHARD A. LARSON and Maoni L. Engelstein, President and Assistant Secretary, respectively, of the West

Bend Savings and Loan Association, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such president and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of August, 1972.

Barbara M. Osterlund  
Notary Public  
Washington County, Wisconsin  
My Commission expires September 30, 1974

## CONSENT OF MORTGAGE HOLDER

The Family Savings and Loan Association, a Wisconsin corporation, with offices at Milwaukee, Wisconsin, and mortgagee named in certain mortgages heretofore executed by Germantown Development Company, Inc., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, hereby consents to the execution, recording and filing of the above and foregoing Amendment to declaration of conditions, covenants, restrictions and easements, regarding Lake Park West, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Amendment.

IN WITNESS WHEREOF, the said Family Savings and Loan Association has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Milwaukee, Wisconsin this 22nd day of August, 1972.

FAMILY SAVINGS AND LOAN ASSOCIATION

By: Emil C. John

Attested to by: M. H. Potatz

STATE OF WISCONSIN )  
( SS.  
MILWAUKEE COUNTY )

I, a Notary Public in and for said county and state, do hereby certify that Emil C. John and M. H. Potatz, respectively, of the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the \_\_\_\_\_

Family Savings and Loan Association, a Wisconsin corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered such instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 1972.

Thomas Fuchnowski

Notary Public

Milwaukee County, Wisconsin

My Commission expires 3/24/74

## CONSENT OF MORTGAGE HOLDER

HILMER F. GEBHARD and AUDREY GEBHARD, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage heretofore executed by Germantown Development Company, Inc., dated and recorded July 18, 1972 in the office of the Register of Deeds for Washington County, Wisconsin in Volume 523 of Records at page 245, as Document No. 333717, hereby consent to the execution, recording and filing of the above and foregoing Amendment to declaration of conditions, covenants, restrictions and easements regarding Lake Park West, and hereby submit their mortgage above referred to to the provisions of the above and foregoing Amendment to declaration.

IN WITNESS WHEREOF, the said HILMER F. GEBHARD and AUDREY GEBHARD, his wife, have caused this instrument to be signed by them in their behalf.

Dated and executed at West Bend, Wisconsin this 23<sup>rd</sup> day of August, 1972.

Hilmer F. Gebhard (SEAL)  
HILMER F. GEBHARD

Audrey Gebhard (SEAL)  
AUDREY GEBHARD

Agent. H.F.G.

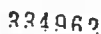
STATE OF WISCONSIN )  
( SS.  
WASHINGTON COUNTY )

Personally came before me this 23<sup>rd</sup> day of August, 1972 the above named HILMER F. GEBHARD and AUDREY GEBHARD, his wife,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Bernie M. Osterman  
Milwaukee Notary Public  
Washington County, Wisconsin  
My Commission expire September 22, 1974

NORTHWEST CORNER  
S.W. 1/4 SEC. 12, T. 9 N., R. 20 E.

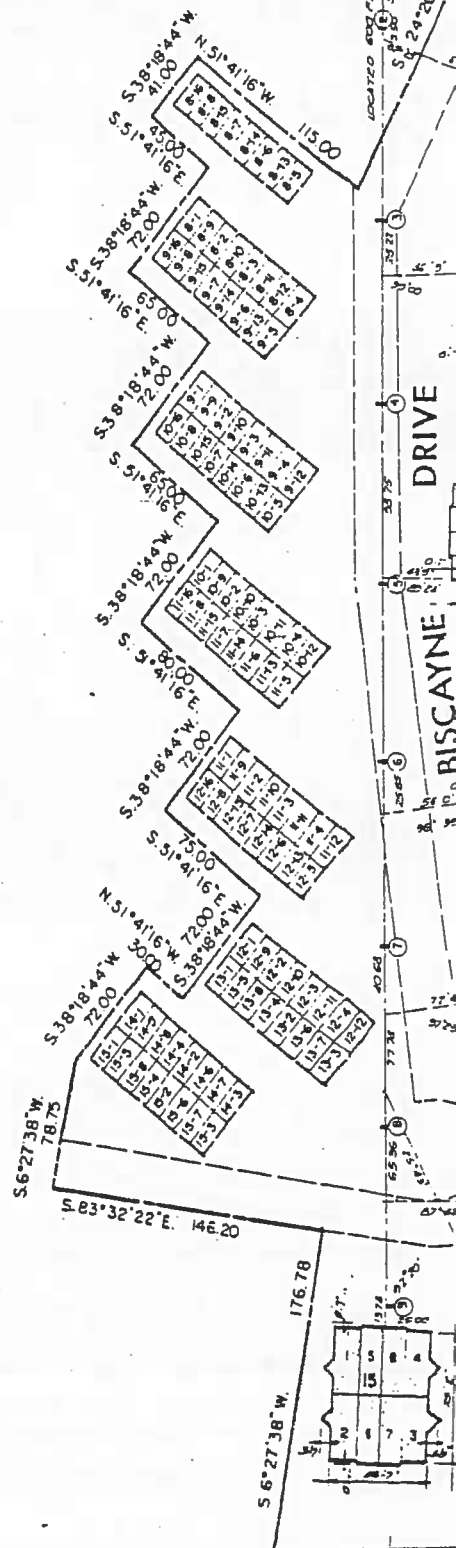


PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP  
9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,  
WASHINGTON COUNTY, WISCONSIN.

LAKE PARK WEST "

SUPERIOR - KUETEMEYER CO., INC.

5231 N. 124<sup>th</sup> ST., MILWAUKEE, WISCONSIN.



LEGAL DESCRIPTIONS OF BUILDINGS 13, 14  
LAKE PARK WEST

That part of the Northwest Quarter of the SOUTHWEST Quarter (NW 1/4 SW 1/4) of Section Twenty-two (22), Township Nine (9) North of Range Twenty (20) East, Village of Germantown, Washington County, Wisconsin, described as follows, viz:

Commencing at a point on the west one-quarter line of Section 22, said point being North 88 degrees 33 minutes 14 seconds East of and 1303.97 feet distant from the West one-quarter corner of the aforementioned section; thence South 01 degree 41 minutes 16 seconds East along the West one-eighth line, 1030.00 feet; thence South 88 degrees 18 minutes 44 seconds West, 466.00 feet to the place of beginning of this description; thence South 88 degrees 18 minutes 44 seconds West, 69.00 feet; thence North 12 degrees 14 minutes 17 seconds West, 305.20 feet; thence South 78 degrees 49 minutes 42 seconds East, 242.99 feet; thence South 02 degrees 15 minutes 00 seconds West, 112.00 feet; thence South 36 degrees 10 minutes 00 seconds West, 170.00 feet to the place of beginning.

Together with a right of way 30 feet in width for ingress and egress over Biscayne Drive and extending Northerly to Main Street. Said right of way to be adjacent to the westerly lot line of the above parcel.

LEGAL DESCRIPTION OF BUILDING 15  
LAKE PARK WEST

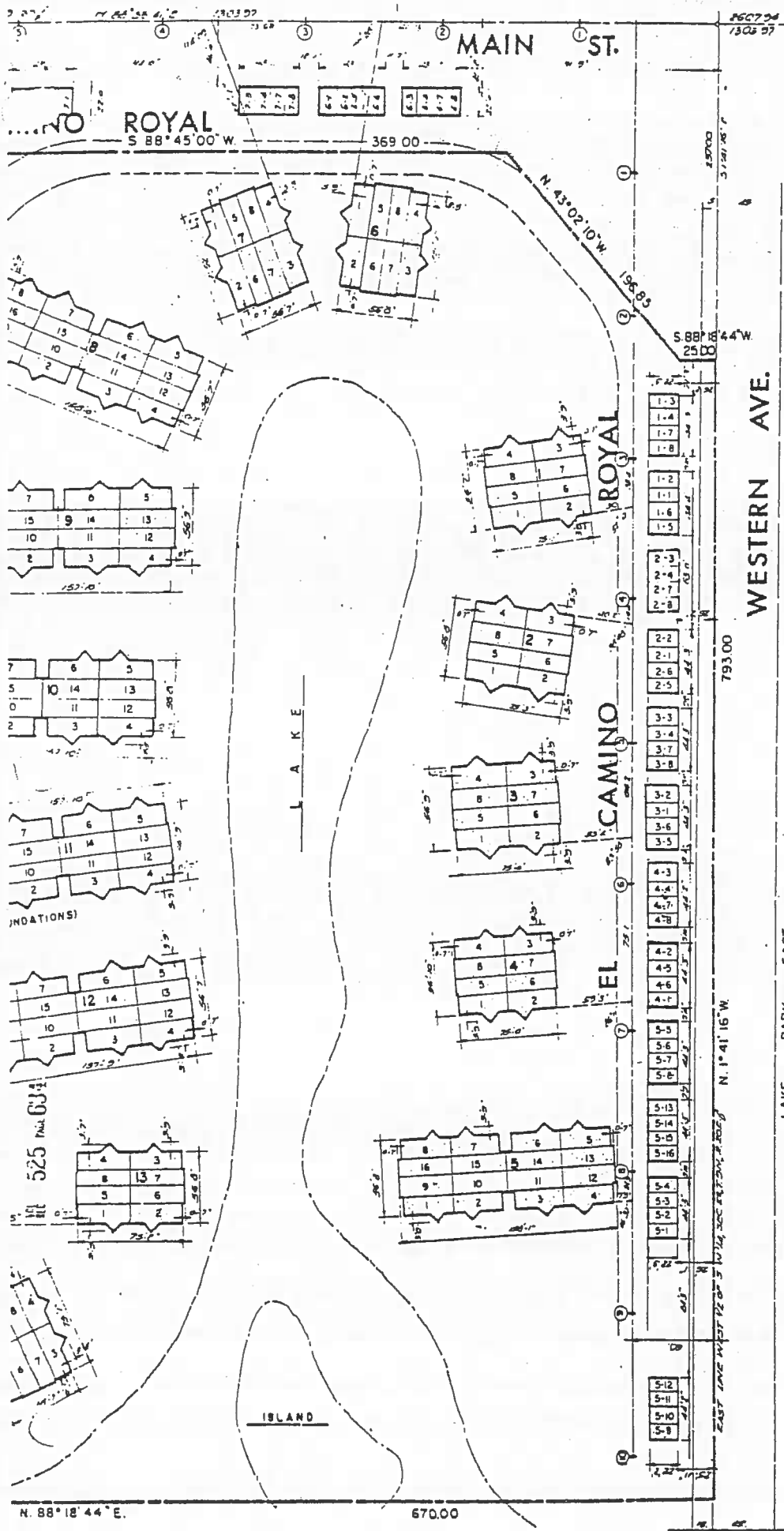
That part of the Northwest Quarter of the SOUTHWEST Quarter (NW 1/4 SW 1/4) of Section Twenty-two (22), Township Nine (9) North of Range Twenty (20) East, Village of Germantown, Washington County, Wisconsin, described as follows, viz:

Commencing at a point on the west one-quarter line of Section 22, said point being North 88 degrees 33 minutes 14 seconds East of and 1303.97 feet distant from the West one-quarter corner of the aforementioned section; thence South 01 degree 41 minutes 16 seconds East along the West one-eighth line, 1030.00 feet; thence South 88 degrees 18 minutes 44 seconds West, 535.00 feet to the place of beginning of this description; thence South 88 degrees 14 minutes 44 seconds West, 135.00 feet; thence North 6 degrees 27 minutes 38 seconds East, 176.78 feet; thence North 88 degrees 18 minutes 44 seconds East, 77.34 feet; thence South 12 degrees 14 minutes 17 seconds East, 178.01 feet to the place of beginning.

Together with a right of way 30 feet in width for ingress and egress over Biscayne Drive and extending Northerly to Main Street. Said right of way to be adjacent to the westerly lot line of the above parcel.

271060

525 1000



G.R.L. + 1

347621

VOL REC 552 PAGE 437

AMENDMENT TO  
DECLARATION OF CONDITIONS  
COVENANTS, RESTRICTIONS AND  
EASEMENTS REGARDING  
LAKE PARK WEST

#2

RECORDED

OCT 11 1 25 PM '73

*Wm. Davis*  
REGISTER OF DEEDS  
OF WASHINGTON COUNTY, WIS.

1265

TABLE OF CONTENTSAMENDMENT TO DECLARATION OF CONDITIONS,  
COVENANTS, RESTRICTIONS AND EASEMENTS  
REGARDING LAKE PARK WEST

|           |                                                                        | <u>PAGE</u> |
|-----------|------------------------------------------------------------------------|-------------|
| Section 1 | - ANNEXATION                                                           | 2           |
| Section 2 | - SITE PLAN OF DEVELOPMENT                                             | 2           |
|           | Execution                                                              | 3           |
|           | Consent of Mortgage Holder,<br>HILMER F. GEBHARD and AUDREY<br>GEBHARD | 4           |
|           | Consent of Mortgage Holder,<br>ANDREW RINZEL and EVELYN RINZEL         | 6           |
|           | Consent of Mortgage Holder,<br>MIDLAND NATIONAL BANK                   | 8           |

EXHIBITS

|   |                            |
|---|----------------------------|
| 1 | - Survey of Building 22    |
| 2 | - Survey of Building 23    |
| 3 | - Site Plan of Development |

AMENDMENT TO DECLARATION OF CONDITIONS,  
COVENANTS, RESTRICTIONS AND EASEMENTS  
REGARDING LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, a Condominium, which original Declaration was dated and acknowledged November 17, 1971, and recorded by Declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971, as Document No. 326929, in Volume 508 of Records, Pages 527-578, inclusive, by Germantown Development Company, Inc., a Wisconsin corporation, hereinafter called a Developer,

WITNESSETH:

WHEREAS it was provided for in Article X, Section 2, of said original Declarations, that additional lands lying within the area described in Exhibit 12 of the original Declarations could be annexed by the Developer at any time within five (5) years after the date of the original Declarations, to the condominium aforescribed, and

WHEREAS it was further provided for in Article XII, Section 3, of said original Declarations, that the Covenants and Restrictions of the Declarations may be amended during the first three (3) year period after original recording by an instrument of amendment signed solely by the Developer, and

WHEREAS the Developer desires to now annex additional lands referred to hereinafter to the original condominium pursuant to the provisions of Article X, Section 2, of said Declarations,

NOW, THEREFORE, the Developer does herewith place on record this Amendment to the said Declarations aforescribed for the purposes of making additions, corrections, annexations and amendments as aforescribed, and as set forth hereinafter at greater length:

1. ANNEXATION. Pursuant to the provisions of Article X, Section 2, of the original Declarations, the Developer does herewith deem and declare that the parcels of real estate described at greater length in Exhibits 1 and 2 attached hereto, consisting of the legal descriptions and certified survey drawings of Building 22 and 23, containing units therein as set forth in the schedule which follows, and which parcels of property are fully and completely described with respect to legal descriptions as shown on each of said Exhibits 1 and 2, are declared to be annexed to LAKE PARK WEST and to be part and parcel of the same as though said premises had originally been declared to be a portion of the said condominium, and all lands not covered by any buildings presently existing upon the same or to be hereinafter constructed upon the same shall be deemed to be expanded common areas as defined in the original Condominium Declarations:

| <u>BUILDING NO.</u> |
|---------------------|
| 22                  |
| 23                  |

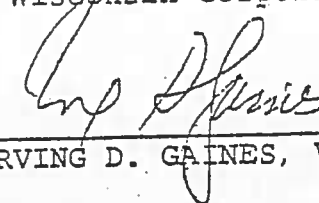
| <u>UNIT NUMBERS</u>          |
|------------------------------|
| Units 1 through 16 inclusive |
| Units 1 through 16 inclusive |

2. SITE PLAN OF DEVELOPMENT. Exhibit No. 3 attached hereto is a site plan of development showing the locations of the

aforescribed Buildings 22 and 23 in relation to all previously declared condominium lands in LAKE PARK WEST, Buildings 1 through 21 inclusive.

IN WITNESS WHEREOF, the said GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, has caused this document to be executed by its Vice-President this 25<sup>th</sup> day of September, 1973.

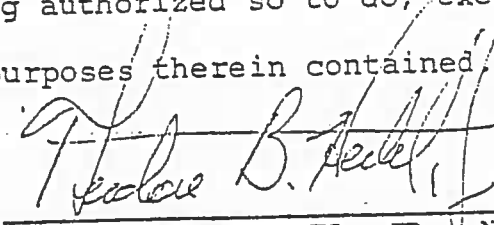
GERMANTOWN DEVELOPMENT COMPANY, INC.,  
a Wisconsin corporation,

BY: 

IRVING D. GAINES, Vice-President

STATE OF WISCONSIN     )  
                                  ( SS.  
MILWAUKEE COUNTY     )

Personally came before me this 25<sup>th</sup> day of September, 1973, the above named IRVING D. GAINES, to me known to be the Vice-President of GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, who executed the foregoing Amendment to Declarations and acknowledged the same in behalf of the said Corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

  
THEODORE B. HERTEL, JR., Notary Public  
Milwaukee County, Wisconsin  
My commission is permanent.

This instrument was drafted by:

IRVING D. GAINES  
Attorney at Law

ORIGINAL REC JUL 1972

CONSENT OF MORTGAGE HOLDER

HILMER F. GEBHARD and AUDREY GEBHARD, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage heretofore executed by GERMANTOWN DEVELOPMENT COMPANY, INC., dated and recorded July 18, 1972, in the office of the Register of Deeds for Washington County, Wisconsin, in Volume 523 of Records at Page 245, as Document No. 333717, hereby consent to the execution, recording and filing of the above and foregoing Amendment to the Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, and hereby submit their mortgage above referred to to the provisions of the above and foregoing Amendment to Declaration.

IN WITNESS WHEREOF, the said HILMER F. GEBHARD and AUDREY GEBHARD, his wife, have caused this instrument to be signed by them in their behalf.

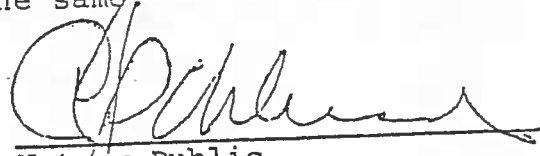
Dated and executed at West Bend, Wisconsin, this 5  
October  
day of ~~September~~, 1973.

Hilmer F. Gebhard (SEAL)  
HILMER F. GEBHARD

Audrey Gebhard (SEAL)  
AUDREY GEBHARD

STATE OF WISCONSIN )  
WASHINGTON COUNTY ) SS.

Personally came before me, this 5 day of ~~September~~ <sup>October</sup>, 1973, the above named HILMER F. GEBHARD and AUDREY GEBHARD, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
Notary Public  
Washington County, Wisconsin  
My commission expires is permane



081001. REC 000 11-11

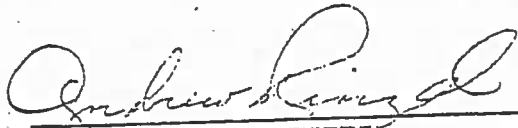
CONSENT OF MORTGAGE HOLDER

ANDREW RINZEL and EVELYN RINZEL, his wife, of Germantown, Wisconsin, and mortgagees named in a certain mortgage executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, dated December 11, 1970, and recorded in the office of the Register of Deeds at Washington County, Wisconsin, on the 14th day of December, 1970, in Volume 491 of Records, at Page 268, as Document No. 318911, hereby consent to the execution, recording and filing of the above and foregoing Amendment to Declaration of Conditions, Covenants, Restrictions and Easements regarding LAKE PARK WEST, and hereby submit their mortgage above referred to, to the provision of the above and foregoing Amendment to Declarations.

IN WITNESS WHEREOF, the said ANDREW RINZEL and EVELYN RINZEL, his wife, have caused this instrument to be signed by them in their behalf.

Dated and executed at Germantown, Wisconsin, this 2nd day of ~~September~~, 1973.

*October*

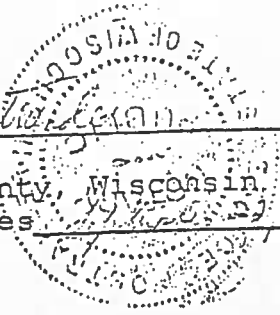
  
\_\_\_\_\_  
ANDREW RINZEL (SEAL)

  
\_\_\_\_\_  
EVELYN RINZEL (SEAL)

STATE OF WISCONSIN )  
WASHINGTON COUNTY ) SS.

Personally came before me this 2nd day of <sup>October</sup> ~~September~~, 1973, the above named ANDREW RINZEL and EVELYN RINZEL, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Bernice M. Ostroff  
Notary Public  
Washington County, Wisconsin  
My commission expires 29 Nov 22 197



CONSENT OF MORTGAGE HOLDER

The MIDLAND NATIONAL BANK, a national banking corporation, with offices at Milwaukee, Wisconsin, and mortgagee in certain mortgages heretofore executed by GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, all appearing of record in the office of the Register of Deeds for Washington County, Wisconsin, and affecting some or all of the lands described in Exhibits 1 through 3, inclusive, attached hereto, hereby consents to the execution, recording and filing of the above and foregoing Amendment to Declarations of Conditions, Covenants, Restrictions and Easement regarding LAKE PARK WEST, and hereby submits its mortgages above referred to, to the provisions of the above and foregoing Amendment

IN WITNESS WHEREOF, the said MIDLAND NATIONAL BANK has caused this instrument to be signed by its duly authorized officer on its behalf.

Dated and executed at Milwaukee, Wisconsin, this 10th day of October, 1973.

MIDLAND NATIONAL BANK

BY: Donald L. Schuck

Attested to:

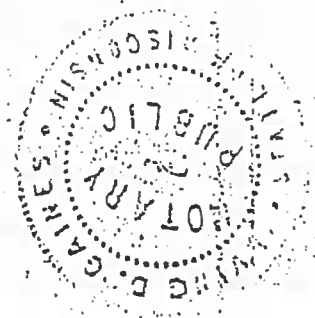
BY: Debra A. Korman (SEAL)

STATE OF WISCONSIN )  
( SS.  
MILWAUKEE COUNTY )

I, a notary public in and for said county and state,  
do hereby certify that DONALD L. SCHUELKE and  
ROGER A. KRAUSE, respectively holding the  
positions of Assistant Vice-President and Loan Officer  
 of the MIDLAND NATIONAL BANK, a national  
banking corporation, personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument, as such  
officers, to-wit: Assistant Vice-President and  
Loan Officer appeared before me this day  
in person and acknowledged that they signed, sealed and delivered  
such instrument as the free and voluntary act of said corporation  
for the uses and purposes therein set forth,

Given under my hand and notarial seal this 10th  
 day of <sup>October</sup> ~~September~~, 1973.

Notary Public  
Milwaukee County, Wisconsin  
My commission is permanent.



SURVEY No. \_\_\_\_\_

E. KIRCHMAYR, INC.  
REGISTERED LAND SURVEYORS

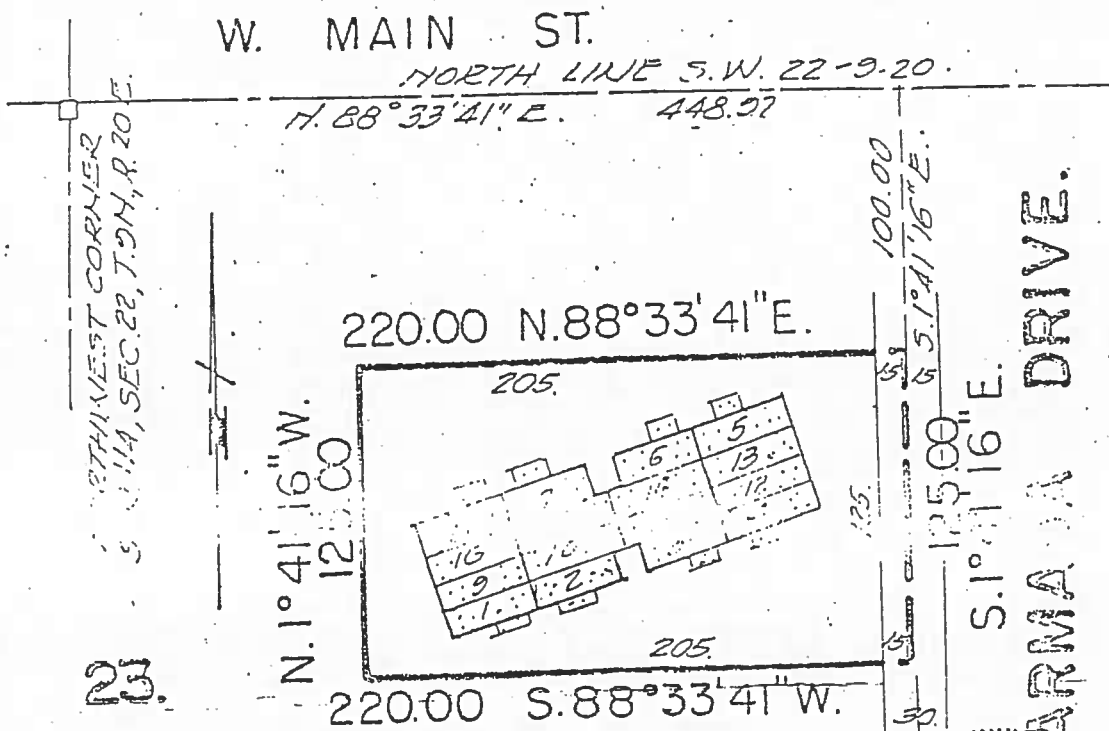
TELEPHONE  
466-1148

MILWAUKEE WISCONSIN

# SURVEY

## Description

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON CO., WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:  
COMMENCING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION; THENCE N. 88°33' 41" E., ALONG THE NORTH LINE OF THE SAID 1/4 SECTION, 448.97 FEET TO A POINT; THENCE S. 1°41' 16" E., 100.00 FEET TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE S. 1°41' 16" E., 125.00 FEET TO A POINT; THENCE S. 88°33' 41" W., 220.00 FEET TO A POINT; THENCE N. 1°41' 16" W., 125.00 FEET TO A POINT; THENCE N. 88°33' 41" E., 220.00 FEET TO THE PLACE OF BEGINNING.



GERMANTOWN DEVELOPMENT CORP.,

Survey Made for

State of Wisconsin } S. S.  
County of Milwaukee }

House No. 1:60

Scale \_\_\_\_\_

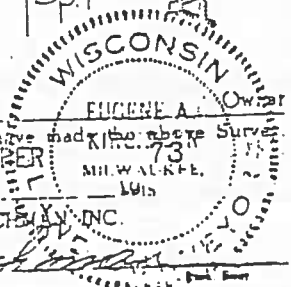
We hereby certify that we have made the above Survey  
10TH SEPTEMBER 1915

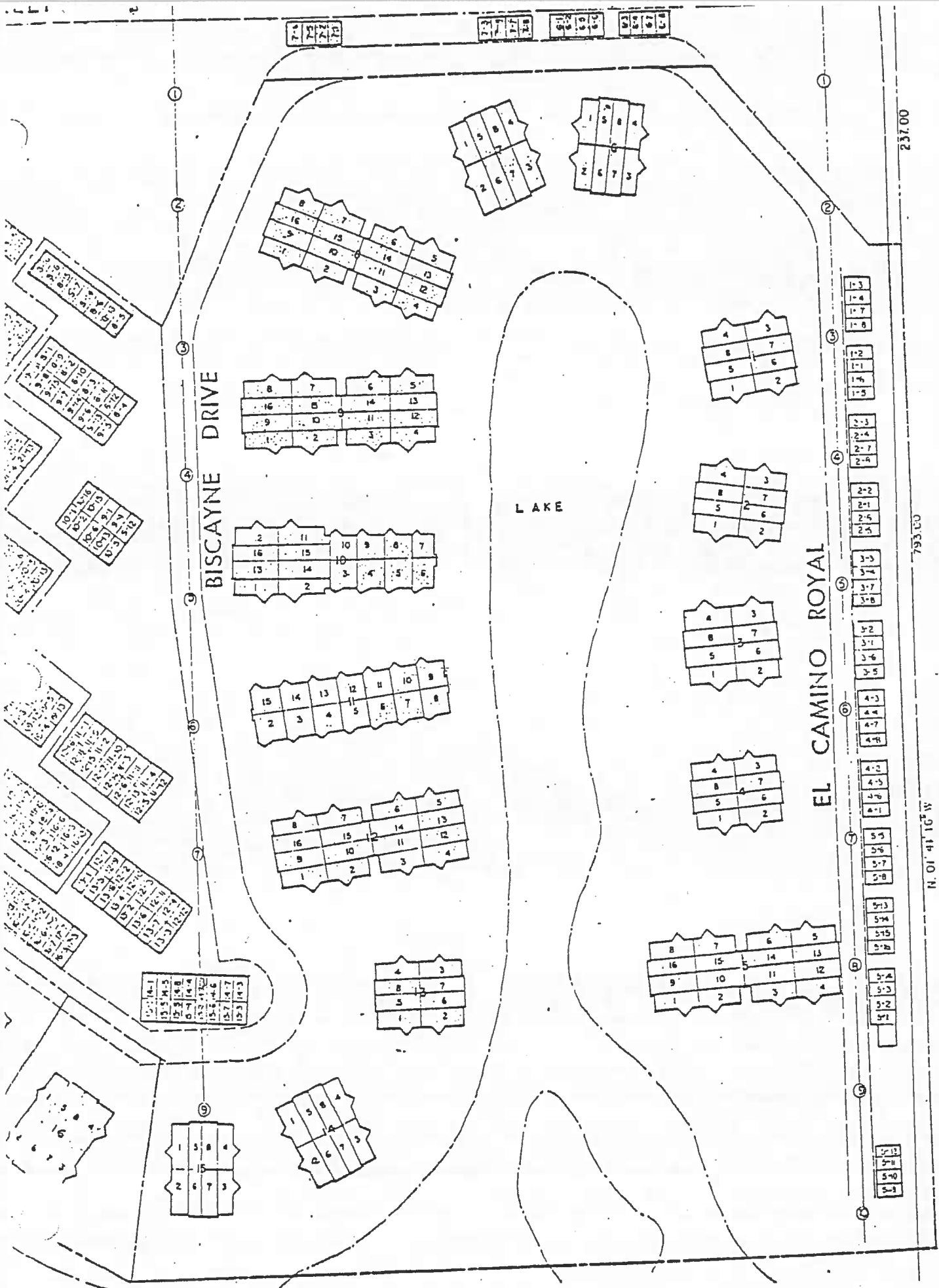
Dated this \_\_\_\_\_ day of \_\_\_\_\_

E. KIRCHMAYR, INC.

By \_\_\_\_\_

EXHIBIT 2





231.00

793.00

N. 01° 41' 10" W

WESTERN AVE

EL CAMINO ROYAL

BISCAYNE DRIVE

LAKE

N.W. CORNER  
S.W. 22-2

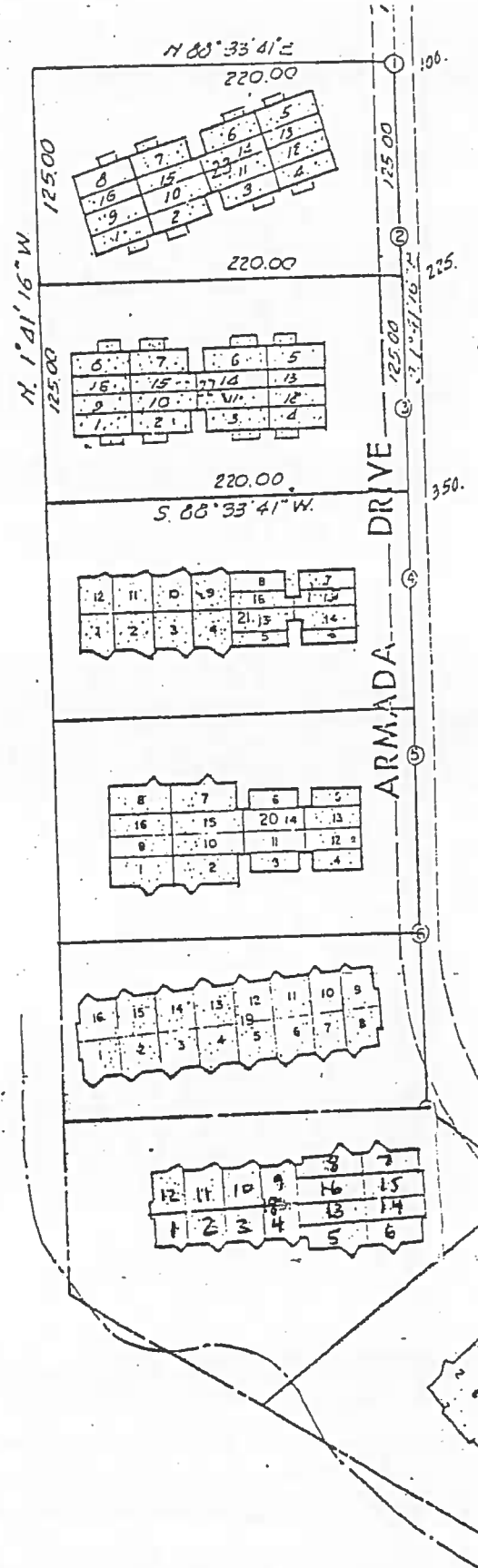


# NORTH SEGMENT LAKE PARK WEST

GERMANTOWN DEVELOPMENT  
CORPORATION

PART OF THE S.W. 1/4, SEC. 22, T. 9 N., R. 20 E. IN THE  
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY,  
WISCONSIN.

Exhibit 3



SURVEY No. \_\_\_\_\_

E. KIRCHMAN, INC.  
REGISTERED LAND SURVEYORS

MILWAUKEE WISCONSIN

TELEPHONE

466-1148

# SURVEY

Description

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION; THENCE N. 88° 33' 41" E., ALONG THE NORTH LINE OF THE SAID 1/4 SECTION, 448.97 FEET TO A POINT; THENCE S. 1° 41' 16" E., 225.00 FEET TO THE PLACE OF BEGINNING OF THE LAND TO DESCRIBED; THENCE S. 1° 41' 16" E., 125.00 FEET TO A POINT; THENCE S. 88° 33' 41" W., 220.00 FEET TO A POINT; THENCE N. 1° 41' 16" W., 125.00 FEET TO A POINT; THENCE N. 88° 33' 41" E., 220.00 FEET TO THE PLACE OF BEGINNING.

NORTHWEST CORNER  
S.W. 1/4 SEC. 22, T. 9 N., R. 20 E.

W. MAIN ST.

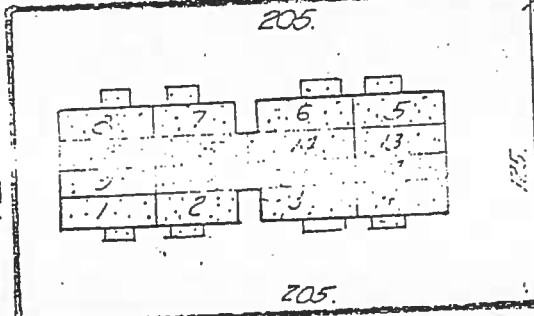
NORTH LINE S.W. 22-9-20.

N. 88° 33' 41" E. 448.97

220.00 N. 88° 33' 41" E.

N. 1° 41' 16" W.

125.00



220.00 S. 88° 33' 41" W.

225.00

S. 1° 41' 16" E.

125.00

S. 1° 41' 16" E.

ARMADA DRIVE.

GERMANTOWN DEVELOPMENT CORP.,

Survey Made for

State of Wisconsin

County of Milwaukee

S. S.

Home No.

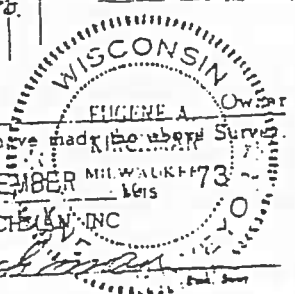
Scale 1" = 60'

We hereby certify that we have made the above Survey

Dated this 10TH day of SEPTEMBER 1973

E. KIRCHMAN, INC.

EXHIBIT 1



AMENDMENT TO DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS  
AND EASEMENTS REGARDING  
LAKE PARK WEST

RECORDED  
Mar 11 21 PM '74

*Alfred E. Davis*  
REGISTERED CLERK  
OF THE COUNTY OF LOS ANGELES

✓  
66  
b

66

AMENDMENT TO DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS  
AND EASEMENTS REGARDING  
LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of conditions, covenants, restrictions and easements regarding Lake Park West, a condominium, which original Declaration was dated and acknowledged November 17, 1971, and recorded by Declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971, as Document No. 326929 in Volume 508 of Records, pages 527-578, inclusive, by Germantown Development Company, Inc., a Wisconsin corporation, hereinafter called the Developer,

WITNESSETH:

WHEREAS it is deemed by the Developer to be in the best interests of the development to establish certain conditions of record relating to the erection of signs in and about the subject premises, as well as to establish certain regulations concerning the transfer of membership in "The Lake Park West Home Owners Association, Inc.,

NOW, THEREFORE, the Developer does herewith place on record this Amendment to the said Declarations aforescribed for the purposes of making certain additions and amendments as set forth hereinafter:

1. SIGNS

No Unit Owner shall be permitted to erect any sign for any purpose whatsoever upon the premises or upon his own unit other than a "For Sale" or "For Lease" upon his own individual Unit, only upon the condition that his Unit is being offered for sale or lease

by the Owner only, and not through the aid or use of any real estate broker or any other type of agent. No signs shall be erected anywhere upon the premises or upon any units or upon any common areas by any real estate brokers or other types of agents other than the broker utilized by the Developer for the promotion and sale of units being constructed by the Developer. No flags or other type of devices to promote open houses or inspections for the sale of said units shall be permitted to be erected upon any common area, other than such materials as may be utilized by the broker or agent employed by the Developer for the sale of newly constructed units. These restrictions concerning the erection of signs or other types of advertising materials concerning the sale of units are not intended to restrict the Developer or his real estate agent or broker employed for the purposes of selling newly constructed units as part of the initial construction hereof.

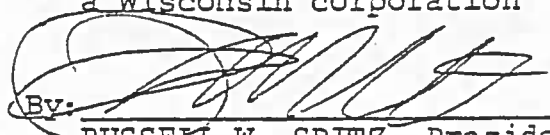
## 2. TRANSFER FEE ON RESALE

Every Unit Owner, at such time that they shall resell their individual Unit or Units and shall seek the issuance from The Lake Park West Home Owners Association, Inc. of a letter report as to the status of their individual account as to whether or not all assessments levied against their respective Units have been paid to date, shall be required to pay to The Lake Park West Home Owners Association, Inc. a transfer fee in the amount of TWENTY-FIVE and no/100 (\$25.00) DOLLARS, which shall reimburse the Association for the issuance of such letter report and for the reissuance of a Certificate of Membership in the Association to a new purchaser.

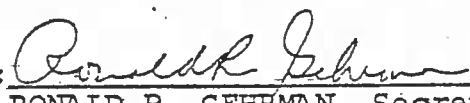
This transfer fee of TWENTY-FIVE and no/100 (\$25.00) DOLLARS shall be a lien upon the Unit involved, all as heretofore established in Article VI, and in the event the same shall be unpaid, all remedies provided therein to enforce payment of assessments shall be applicable to the provisions herein.

IN WITNESS WHEREOF, the said Germantown Development Company, Inc., a Wisconsin corporation, has caused this document to be executed by its President and Secretary this 23rd day of February, 1974.

GERMANTOWN DEVELOPMENT COMPANY, INC.  
a Wisconsin corporation

By: 

RUSSELL W. SPITZ, President

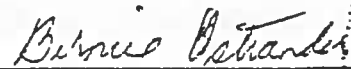
By: 

RONALD R. GEHRMAN, Secretary

STATE OF WISCONSIN     )  
                                  ) SS.  
COUNTY OF MILWAUKEE    )

Personally came before me this 23rd day of February, 1974, the above named RUSSELL W. SPITZ and RONALD R. GEHRMAN, to me known to be the President and Secretary respectively of GERMANTOWN DEVELOPMENT COMPANY, INC., a Wisconsin corporation, who executed the foregoing Amendment to Declaration and acknowledged the same in behalf of the said corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

This Instrument Drafted by:  
IRVING D. GAINES  
Attorney at Law

  
BERNICE OSTRANDER, Notary Public,  
Milwaukee County, Wisconsin  
My Commission expires April 23, 1974

380010

RE 625-333

757 N. Broadway  
Milwaukee 53202

RELEASE AND ASSIGNMENT

This Release and Assignment is executed by Lake Park Developers, Inc., formerly known as Germantown Development Co., (the "Developer") this 12<sup>th</sup> day of October, 1976.

WHEREAS, an original Condominium Declaration regarding the development known as Lake Park West was dated and acknowledged November 17, 1971 and recorded on November 23, 1971 in the office of the Register of Deeds of Washington County, Wisconsin in Volume 508 of Records, pages 527 to 578 inclusive, as Document No. 326929; and

WHEREAS, said original Condominium Declaration included the following provision in Article III, Section 11 with respect to the construction of garage units:

"PARKING RIGHTS. Every Owner shall be entitled to the exclusive right and use of at least two parking spaces which shall be assigned by the Association. Any areas designated on the attached Exhibits as space to be utilized for parking purposes for a particular individual Unit, can be converted into a garage Unit by means of the construction of a garage thereon at the cost and expense of the Unit Owner therein, and said Unit Owner is granted the exclusive use, but not ownership thereof, to said garage constructed thereon. Maintenance thereof, with respect to said garage shall be the responsibility of the Association".

and

WHEREAS, the original Condominium Declaration was amended on August 23, 1972 by an Amendment to Declaration

RECORDED

SEP 29 8 15 AM '76

REGISTRY OF DEEDS  
WASHINGTON COUNTY, WIS.

record in said Register's Office in Volume 525 of Records on pages 618 to 635 inclusive as Document No. 334962; and

WHEREAS, said amendment recorded on August 23, 1972 provided a numerical sequential designation for garages presently constructed and to be constructed and, in addition, contained the following provision:

"As conveyances shall hereafter be executed and delivered and recorded for various units in the within condominium, if the purchaser of such unit shall be acquiring the exclusive use of a specified garage pursuant to the provisions of Article III, Section 11, of the original declarations, an appropriate reference thereto shall be included in the condominium deed of conveyance providing that the grantee therein has acquired, by means of such deed, the exclusive use of such numerically designated garage. The location for the construction of garages hereafter shall be exclusively reserved to the developer for designation, and the assignment and sale of exclusive use of said garages to future prospective purchasers of units herein shall be exercised solely and exclusively at the discretion of the developer with respect to initial purchasers."

and

WHEREAS, a further Amendment to Declaration was recorded in said Register's Office on August 22, 1973, in Volume 549 of Records on pages 356 to 376 inclusive, as Document No. 346140, modifying and amending the numerical sequential designation of garages; and

WHEREAS, the Developer has abandoned the project known as Lake Park West and has indicated no intention of re-entering or assuming any possession or control with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the Developer hereby releases and assigns its rights with respect to the future designation, assignment and sale of exclusive use of garage units located at Lake Park West as follows:

1. The Developer hereby releases and assigns to Lake Park West Homeowner's Association, Inc. any and all right it may have to designate, control, assign or sell the exclusive use of garage units located within Lake Park West, with the intent that any owner to whom parking spaces are assigned by the Association under Article III, Section 11 of the original Condominium Declaration may convert any such areas into a garage unit by means of the construction of a garage thereon at the cost and expense of the Unit Owner, and subject to approval of the Association as to construction plans, construction materials and maintenance requirements as to such garage units.

2. As set forth in the original Condominium Declaration a Unit Owner shall be entitled to the exclusive use but not the ownership of said garage unit, with the full right to convey such exclusive use to subsequent Unit Owners.

3. The Developer hereby assigns to the Lake Park West Homeowner's Association, Inc. (the "Association") all rights reserved by the Developer under the Amendment dated August 23, 1972 including the right to convey the exclusive use of a specified garage to any Unit Owner together with all rights reserved by the Developer to determine the location for the construction

of garages hereafter, as well as the assignment and sale of the initial exclusive use of said garages to present and future Unit Owners.

IN WITNESS WHEREOF the said Lake Park Developers, Inc., a Wisconsin corporation, has caused this document to be executed by its President and Secretary this 12<sup>th</sup> day of October, 1976.

LAKE PARK DEVELOPERS, INC.  
a Wisconsin Corporation

By Russell W. Spitz, President

By Ronald Gehrman, Secretary

Signatures of Russell W. Spitz and Ronald Gehrman authenticated this 12<sup>th</sup> day of October, 1976.

Carl J. Spitz  
Title: Member State Bar of Wisconsin

This instrument was drafted by  
Robert J. 'Loots', Attorney-at-Law.

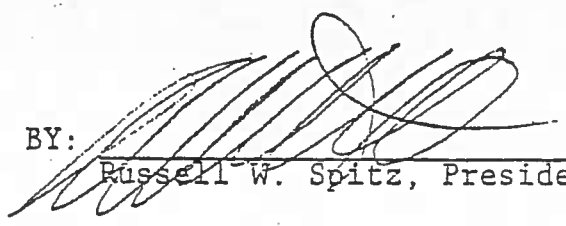
Milw 532

ASSIGNMENT OF ANNEXATION RIGHTS TO BUILDING 33W

Lake Park Developers, Inc., a Wisconsin Corporation, formerly known as Germantown Development Co., Inc., as the developer specified in the Declaration of Conditions, Covenants, Restrictions and Easement, including Lake Park West, a condominium, dated and acknowledged November 17, 1971, and recorded in the office of Registrar of Deeds for Washington County, Wisconsin, November 22, 1971, as Document Number 326929 in Volume 508 of Records, pages 527-578, inclusive, herewith assigns, for valuable consideration, the right of annexation described in Article X, Section 2 of the original declarations, solely with respect to the land described in the attached Exhibit A, to Family Savings and Loan Association, a Wisconsin Corporation.

IN WITNESS WHEREOF, Lake Park Developers, Inc., a Wisconsin Corporation, has caused this document to be signed and executed by its President this 12th day of November, 1976.

Lake Park Developers, Inc.  
a Wisconsin Corporation

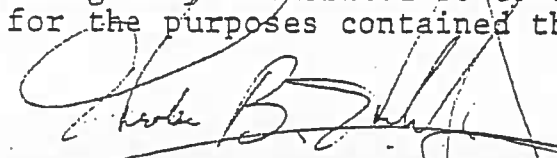
BY: 

Russell W. Spitz, President

STATE OF WISCONSIN S.S.

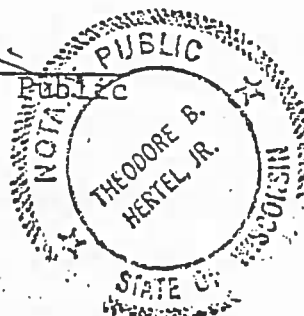
MILWAUKEE COUNTY

66b  
Personally came before me this 12th day of November, 1976, the above named Russell W. Spitz, to me known to be the President of Lake Park Developers, Inc., a Wisconsin Corporation, who executed the foregoing assignment and acknowledged the same in behalf of the said Corporation, and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes contained therein.

  
Theodore B. Hertel, Jr., Notary Public  
Milwaukee County, Wisconsin  
My commission is permanent.

This instrument was drafted by:

Theodore B. Hertel, Jr.  
Attorney at Law.



Nov 15 11 52 AM '76  
RECORDED  
MILWAUKEE COUNTY, WIS.

SURVEY No. \_\_\_\_\_

**E. KIRCHMAN, INC.**  
REGISTERED LAND SURVEYORS

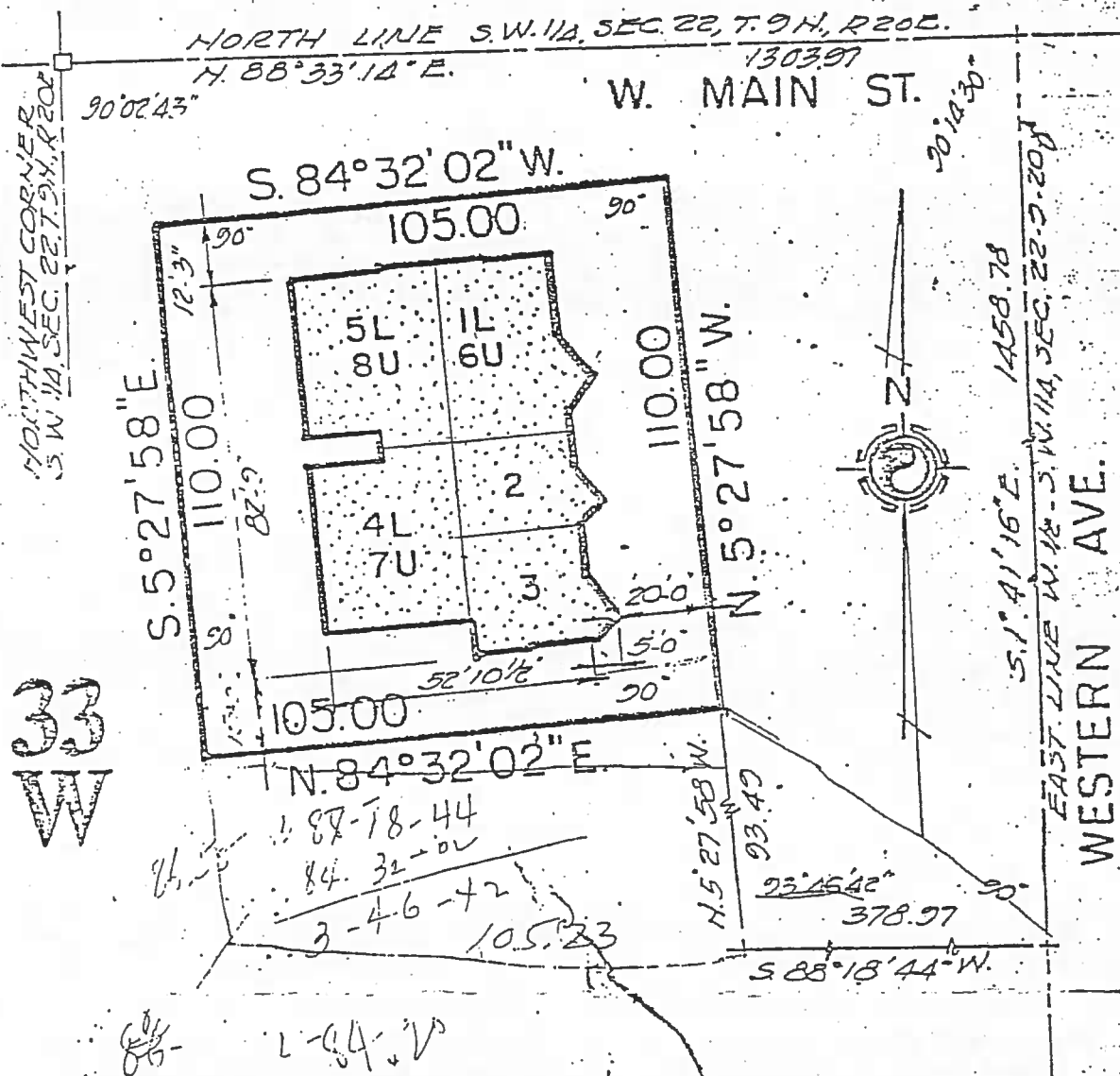
PLAT No. \_\_\_\_\_

TELEPHONE  
466.1148

MILWAUKEE WISCONSIN

**SURVEY**

THAT PART OF THE S.W. 1/4 OF SEC. 22, T. 9 N., R. 20 E.,  
GERMANTOWN, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION;  
THENCE N. 88° 33' 14" E. ALONG THE NORTH LINE OF THE 1/4 SECTION,  
1303.97 FEET; THENCE S. 1° 41' 16" E., 1458.78 FEET; THENCE S.  
88° 18' 44" W., 378.97 FEET; THENCE N. 5° 27' 58" W., 93.49 FEET  
TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE  
N. 5° 27' 58" W., 110.00 FEET; THENCE S. 84° 32' 02" W., 105.00  
FEET; THENCE S. 5° 27' 58" E., 110.00 FEET; THENCE N. 84° 32' 02" E.,  
105.00 FEET TO THE PLACE OF BEGINNING.



GERMANTOWN DEVELOPMENT CORP.,

Survey Made for

State of Wisconsin } S.S.  
County of Milwaukee }  
House No. \_\_\_\_\_

Scale \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_

E. KIRCHMAN, INC.



AMENDMENT TO DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS  
AND EASEMENTS REGARDING  
LAKE PARK WEST

✓  
6  
b.

AMENDMENT TO DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS  
AND EASEMENTS REGARDING  
LAKE PARK WEST

THIS AMENDMENT TO THE DECLARATION of conditions, covenants, restrictions and easements regarding Lake Park West, a condominium which original declaration was dated and acknowledged November 17, 1971, and recorded by declaration as such condominium in the office of the Register of Deeds for Washington County, Wisconsin, on November 22, 1971 as Document No. 326929 in Volume 508 of Records, pages 527-578, inclusive, by Family Savings & Loan Association, a Wisconsin corporation, and Assignee of the right of annexation, which right was assigned by Lake Park Developers, Inc., a Wisconsin corporation, formerly known as Germantown Development Co., Inc., the initial developer of Lake Park West, by an assignment dated and acknowledged November 12, 1971,

WITNESSETH:

WHEREAS it was described in Article X, Section 2 of said original declarations, that additional lands within the area described in Exhibit 12 of the original declarations could be annexed by the developer at any time within five (5) years after the date of the

NOV 15 11 53 AM '76  
RECEIVED  
REGISTER OF DEEDS  
WASHINGTON COUNTY, WIS.

RECORDED

original declarations to the condominium aforescribed, such developer being Germantown Development Company, Inc., a Wisconsin corporation, its successors and assigns,

NOW, THEREFORE, Family Savings & Loan Association, the Assignee of the developer, does herewith place on record this Amendment to the said declarations aforescribed for the purposes of making additions, corrections and amendments as aforescribed and as set forth hereinafter at greater length:

#### ANNEXATION

Pursuant to the provisions of Article X, Section 2, of the original declarations, Family Savings & Loan Association, the Assignee of the developer, does herewith deem and declare that the parcel of real estate described at greater length in Exhibit 1 attached hereto, consisting of land upon which Building 33W has been constructed, and adjacent expanded common areas are situated, is declared to be annexed to Lake Park West and to be part and parcel of the same as though said premises had been originally declared to be a portion of the said condominium, including Units 1 through 8 inclusive in Building 33W.

IN WITNESS WHEREOF, the said Family Savings  
& Loan Association, a Wisconsin corporation, has caused this  
document to be executed by its President and <sup>ASSISTANT</sup> Secretary (this)  
15<sup>th</sup> day of November, 1976.

FAMILY SAVINGS & LOAN ASSOCIATION,  
a Wisconsin corporation

BY: [Signature]  
M. G. POTRATZ, President

BY: [Signature]  
Yvonne Kuchnowski, Asst. Secretary

STATE OF WISCONSIN)  
WAUKESHA ) ss.  
~~MILWAUKEE~~ COUNTY )

Personally came before me this 15<sup>th</sup> day of  
November, 1976, the above named M. G. POTRATZ and YVONNE  
<sup>ASSISTANT</sup> KUCHNOWSKI, to me known to be the President  
and Secretary respectively of FAMILY SAVINGS & LOAN ASSOCIATION  
a Wisconsin corporation, who executed the foregoing Amendment  
to Declaration and acknowledged the same in behalf of the  
said corporation, and that they, as such officers, being  
authorized so to do, executed the foregoing instrument for the  
purposes contained therein.

[Signature]  
THEODORE B. HERTEL, JR. MILWAUKEE  
Notary Public, Waukesha County, Wisconsin

My Commission is filed.

This instrument  
was drafted by:

THEODORE B. HERTEL, JR.  
Attorney at Law

RETURN TO:

GAINES & SAICHEK, S.C.  
161 W. WISCONSIN AVENUE  
MILWAUKEE, WIS. 53203

PLAT No. \_\_\_\_\_

MILWAUKEE WISCONSIN

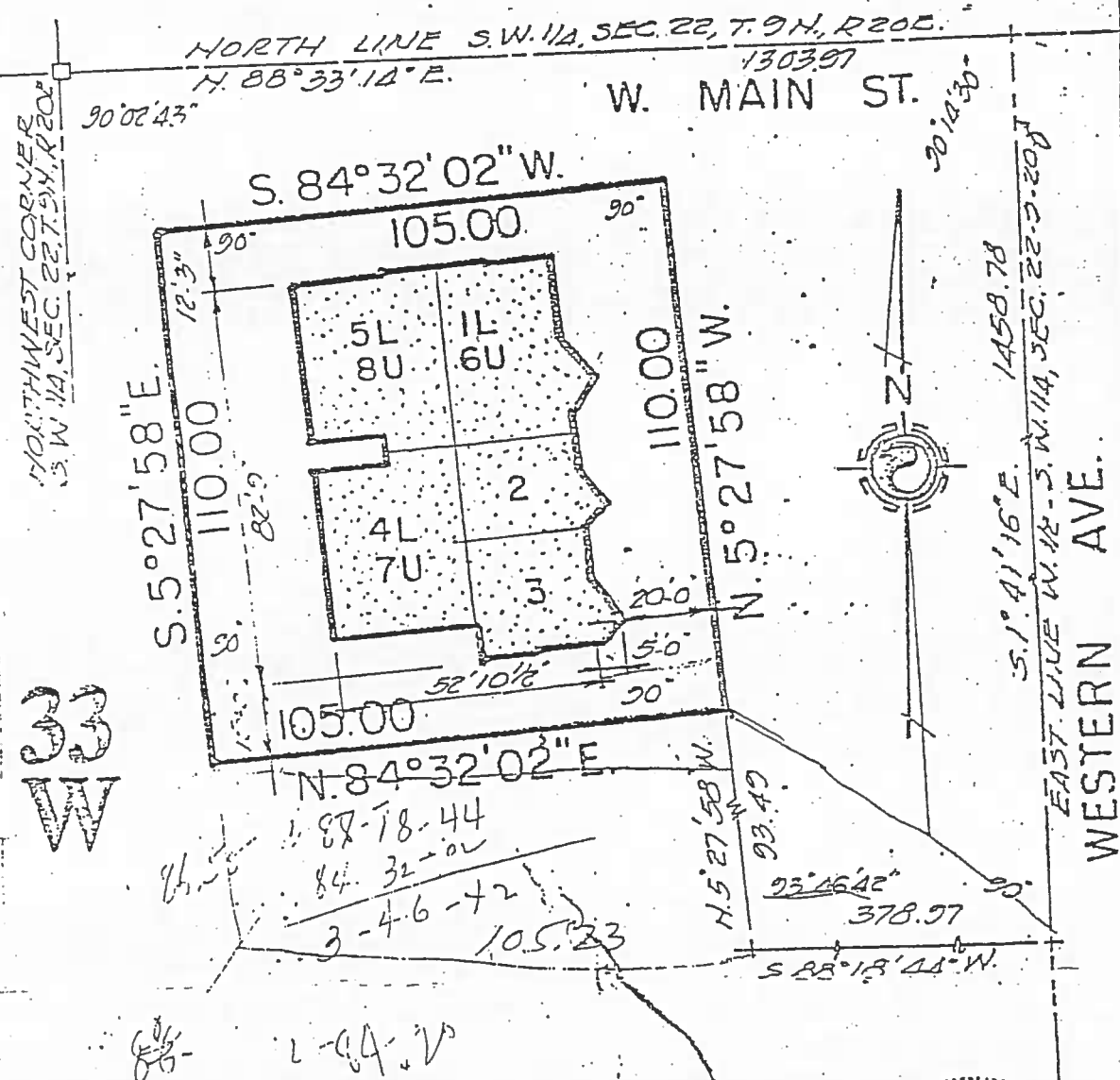
456.1148

## SURVEY

466-1148

**SURVEY**

THAT PART OF THE S.W. 1/4 OF SEC. 22, T. 9 N., R. 20 E.,  
DEERWATOWN, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE SAID 1/4 SECTION;  
THENCE N. 83° 33' 14" E. ALONG THE NORTH LINE OF THE 1/4 SECTION,  
1373.97 FEET; THENCE S. 1° 41' 16" E., 1458.78 FEET; THENCE S.  
86° 18' 44" W., 378.97 FEET; THENCE N. 5° 27' 58" W., 93.49 FEET  
TO THE PLACE OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE  
N. 5° 27' 58" W., 110.00 FEET; THENCE S. 84° 32' 02" W., 105.00  
FEET; THENCE S. 5° 27' 58" E., 110.00 FEET; THENCE N. 84° 32' 02" E.,  
105.00 FEET TO THE PLACE OF BEGINNING.



GERMANTOWN DEVELOPMENT CORP.,

Survey Made for

State of Wisconsin }  
County of Milwaukee } ss.

House No. 1111

Scale \_\_\_\_\_

Dated this 17 day of

E. KIRCHMANN, INC

