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Document Title

CONDOMINIUM DECLARATIONS
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
HONEY LOCUST CONDOMINIUM

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Name and Return Address

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CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
HONEY LOCUST CONDOMINIUM

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, and in particular pursuant to the provisions of Section 703.365 of Wisconsin Statutes, (all of which is hereinafter referred to as the "Act"), this 9th day of June, 2005, by THE DUNSTON TRUST, DATED AUGUST 13, 1996, and JOANNA D. HAMADI, (hereinafter collectively referred to as ("Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit and subject the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that they are the sole owners of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as the "Property") which is hereby submitted to the Condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

2. LEGAL DESCRIPTION AND NAME

2.1 Legal Description. The following described real estate is subject to the provisions of this Declaration:

SEE EXHIBIT A ATTACHED HERETO

Tax Parcel No.: SUXV 245-065

2.2 **Name.** The aforesaid real estate and all buildings and improvements thereon shall be known as **HONEY LOCUST CONDOMINIUM.**

2.3 **Address.** The address of the Condominium is: W232 N6138-40 Teakwood Court, Sussex, Wisconsin.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be one (1) building on the real estate described in Section 2.1 above which shall contain a total of two (2) residential living units. Unit No. 1, located at W232 N6140 Teakwood Court, Sussex, Wisconsin shall consist of two (2) levels, each of which shall generally consist of the following:

- Lower/Basement Level** : Furnace, water heater, one (1) bathroom, laundry area, storage area, general basement area and finished room with paneling and carpeting
- First Floor Level** : Kitchen, dinette, foyer, living room, dining room, one (1) bathroom, and garage
- Second Floor Level** : Master bedroom, 2nd bedroom, one (1) bathroom

Unit No. 2 at W232 N6138 Teakwood Court, Sussex, Wisconsin shall consist of two (2) levels, each of which shall generally consist of the following:

- Lower/Basement Level** : Furnace, water heater, one (1) bathroom, laundry area, storage area, general basement area and finished room with paneling and carpeting
- First Floor Level** : Kitchen, dinette, foyer, living room, dining room, one (1) bathroom, and garage
- Second Floor Level** : Master bedroom, 2nd bedroom, one (1) bathroom

Each unit shall have one (1) - (2)-car garage as indicated above.

The building is located on the real estate described on Exhibit A and Exhibit B attached hereto and made a part of this Declaration. The location, description and approximate dimensions of the building and each unit in the building and the limited common elements appurtenant to each unit are shown or described on the Condominium Plat (Exhibit B). The units are further described above in this Article. Declarant shall have the right to amend this Declaration at his sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and units as located and erected.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 Number. There shall be a total of two (2) condominium units in HONEY LOCUST CONDOMINIUM.

4.2 Identification. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the Condominium Plat attached hereto.

The units are designated as Unit No. 1 (W232 N6140 Teakwood Court, Sussex) and Unit No. 2 (W232 N6138 Teakwood Court, Sussex), and their location, number of rooms, immediate common areas to which the units have access and further details identifying and describing the units are as set forth on the Condominium Plat.

5. COMMON AREAS AND FACILITIES

The common areas and facilities shall consist of all of HONEY LOCUST CONDOMINIUM, improvements and appurtenances, except the individual units as defined hereunder, including without limitation: the land on which the building or buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners, and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common areas or units.

6. LIMITED COMMON AREAS

The Limited Common Elements consist of the outside deck, walks, patios, or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit. The manner of use of any Limited Common Area shall be

governed by the By-Laws of, and such rules and regulations as may be established by the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any Limited Common Area, or permit such, in any manner contrary to such By-Laws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES

Each unit owner shall own an undivided interest in the common areas and facilities as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of such undivided interest in the common areas and facilities appertaining to each unit and its owner shall be as follows:

<u>UNIT DESIGNATION</u>	<u>STREET ADDRESS</u>	<u>PERCENTAGE</u>
1	W232 N6140 Teakwood Court Sussex, WI 53089	50.0%
2	W232 N6138 Teakwood Court Sussex, WI 53089	50.0%

The common surpluses and expenses of the property shall be established and shared among the unit owners with each unit sharing a Fifty Percent (50.0%) interest therein.

8. RESIDENTIAL PURPOSE

All buildings and the units therein contained are intended for residential use as governed by the terms and conditions contained herein and the By-Laws of the Association, except as permitted pursuant to Article 12 of this Declaration and the By-Laws.

9. ASSOCIATION OF UNIT OWNERS

Pursuant to the provisions of Section 703.365(5), Wis. Stats., an Association of Unit Owners shall exist immediately upon establishment of this small condominium in accordance with this Declaration and said Association shall be operated as follows:

9.1 Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners to be known as HONEY LOCUST CONDOMINIUM HOMEOWNER'S ASSOCIATION, (hereinafter referred to as "Association"). The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall be composed of one representative from each unit, chosen by and from among the unit owners of that unit. The Board of Directors shall meet at least quarterly.

The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties

and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 Voting Rights. Each unit shall have one (1) vote at meetings of the Association. All actions taken which require a vote of units or unit owners must be approved by unanimous affirmative vote or written consent of the unit votes.

9.3 Association Personnel. All aspects of the management, operation and duties of the Association shall be delegated to the Board of Directors, which may retain a manager for the Condominium. The Association may furthermore obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each unit.

10. REPAIRS AND MAINTENANCE

10.1 Common Areas and Facilities. The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping.

10.2 Individual Units and Limited Common Areas. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common areas appurtenant to his unit, as defined in Section 6 hereof and described in the Condominium Plat in a good, clean, sanitary and attractive condition.

10.3 Prohibition Against Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited

common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

10.4 Entry for Repairs. The Association shall have an irrevocable right and easement to enter any unit at reasonable times and under reasonable conditions when necessary to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

Each unit shall be occupied and used only for single family private dwelling purposes consisting of persons related by blood, adoption, or marriage, or not more than two persons not so related and for no other purposes. Commercial activity shall be permitted in the condominium only to the extent that commercial activity is permitted in residences in a zoning ordinance adopted under and in accordance with the provisions of Sections 59.97, 60.61, 61.35 or 62.23 of the Wisconsin Statutes, or other applicable laws of the State of Wisconsin. All leases or rental agreements shall be in writing. A unit owner may lease his unit on such terms and conditions as he desires in his sole discretion; however, no unit may be leased or rented for a period of less than twelve (12) consecutive months. Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenants and conditions imposed herein and by the By-Laws of the Association. No rooms in any unit may be rented and no transient tenants may be accommodated.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one (1) or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction, the design, plan and specifications of any building or unit may vary from that

of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary more than five percent (5.0%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having One Hundred Percent (100.0%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided among all unit owners in proportion to the percentage interest in the common elements, and shall be distributed in accordance with the priority of interest in each unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a common expense of the condominium.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the condominium against loss or damage by fire and such hazards for not less than full replacement value of the property insured. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association, giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the unit owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair, or the Court has ordered partition of the condominium property, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interest

may appear in the manner provided by the Act. If, after the common elements have been completely repaired or restored and there is a surplus of insurance proceeds, then the surplus may, at the direction of the Board of Directors, be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear.

If insurance coverage is available to combine protection for the Association and the unit owners individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the common areas and facilities and the limited common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time, but in any event, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. 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.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common areas and facilities and limited common areas, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one-half (1/2) share of said assessments.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common areas and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice, to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due and until paid, together with interest on them and actual costs of collection, shall immediately become a personal debt of the unit owner and shall also constitute a lien on the unit or units on which they are

assessed, if a statement of lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a unit at the time the common expense or assessment became due regardless of when within the two-year period it is filed. Any assessment or installment thereof, not paid when due, shall bear interest, at the option of the Association, from the date when due until paid at a rate determined by the Association, but not exceeding the highest rate permitted by law as stated in the By-Laws of the Association.

All sums assessed by an association, but unpaid for the share of the common expenses chargeable to any unit, constitute a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

1. Liens of general and specific taxes;
2. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
3. Mechanics liens filed prior to the making of the assessment;
4. All sums unpaid on any mortgage loan made under Section 45.80, 1989 Wis. Stats.
5. A lien under Sec. 292.31(8)(i), 292.41(6)(d) or 292.81.

All common surpluses of the Association shall be credited to the unit owners' assessments for common expenses with each unit sharing a Fifty Percent (50.0%) share of said surpluses or shall be used for any other purposes as the Association decides.

- A. In addition to the foregoing provisions, Paragraphs B to E below shall apply if any of the following criteria is met:
 1. A proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property, is not approved by the Board of Directors and any unit owner believes the expenditure or action is necessary for the safety and proper use of the property or of the owner's unit.
 2. An expenditure or action is approved by the Board of Directors and any unit owner believes the expenditure or action is contrary to the safety and proper use of the property or the owner's unit.
- B. The unit owner or owners challenging a decision of the Board of Directors described under Paragraph A 1. or 2. shall give written notice of the objection to all unit owners and mortgagees within forty-five (45) days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse or modify the decision.

- C. The unit owner or owners may challenge the decision after reconsideration by the Board of Directors under Paragraph B only in an arbitration proceeding under Ch. 788. Acceptance of a conveyance of a small residential condominium which is subject to Paragraphs B to E is deemed to constitute an agreement by the unit owner to submit challenges to decisions of the Board of Directors to arbitration.
- D. The Board of Directors, upon submission of the matter to arbitration as provided in Paragraph C shall name a proposed arbitrator. The unit owner or owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two (2) arbitrators shall select a 3rd person and the three (3) shall serve as an arbitration panel chaired by the 3rd person. The expense of the arbitration shall be shared equally by the association and the unit owner or owners challenging the decision of the Board of Directors.
- E. The arbitration award by the arbitration panel under Paragraph D shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two (2) or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single units as between such co-owners. Ownership shall be limited to four (4) or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS

The percentage of the undivided interest in the common and limited common areas and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities.

18.2 Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

18.3 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common areas or facilities, or limited common areas, if such encroachments occurred due to the willful conduct of said owner or owners.

18.4 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the

future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of One Hundred Percent (100.0%) of the unit owners and mortgagees. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Washington County and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all unit owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Waukesha County, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case, by instrument duly recorded with the Register of Deeds of Waukesha County, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

22. NOTICES

All notice and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

23. FURTHER MATTERS

23.1 All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration and the By-

Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Condominium Ownership Act.

23.2 If entered into before the officers elected by the unit owners pursuant to the By-Laws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a declarant or any person affiliated with the declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to unit owners, when entered into under the circumstances then prevailing, may be terminated by the Association or its Board of Directors at any time, without penalty, upon not less than ninety (90) days notice to the other party thereto.

24. SMALL CONDOMINIUM

This Condo should be a small condominium and, except as otherwise specifically provided in this Declaration and By-Laws of the Association, the provisions of Section 703.365, Wis. Stats., shall apply to this Condominium.

25. SERVICE OF PROCESS

The person to receive service of process shall be Sherman A. Dunston, W232 N6138 Teakwood Court, Sussex, Wisconsin 53089, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Waukesha County, Wisconsin.

26. NUMBER AND GENDER

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

27. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

29. CONFLICTS IN PROVISIONS

If there is any conflict between any provision of this Declaration or any provisions of the By-Laws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any By-Laws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any By-Laws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

30. HOMESTEAD

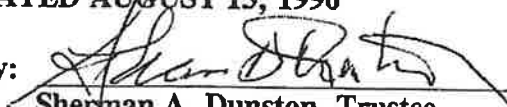
This is homestead property.

31. ARBITRATION

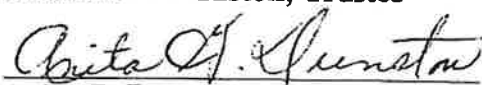
Except as to matters and procedures specifically addressed and set forth in Article 15 above, in the event any other dispute or deadlock occurs regarding any matter involving Honey Locust Condominium and/or Honey Locust Condominium Homeowners Association, which cannot be resolved due to a voting deadlock, the unit owners and members of the Association shall arbitrate all such disputes and/or deadlocked issues through arbitration under the rules, regulations and procedures of the American Arbitration Association. Each unit owner and/or member of the Association shall be equally responsible for all payment of fees in connection therewith, except for his or her own attorney fees, witness fees, costs, disbursements and other expenses in connection with the presentation of his or her case before the arbiters. Nothing contained herein shall preclude the unit owners and/or members of the Association from agreeing to use any other arbitration or mediation procedure to resolve disputes and/or deadlocked issues or establishing other arbitration or dispute resolution procedures by amendment of the By-Laws.

IN WITNESS WHEREOF, the said DUNSTON FAMILY TRUST, DATED AUGUST 13, 1996, by its Trustees, SHERMAN A. DUNSTON and ANITA G. DUNSTON, and JOANNA D. HAMADI, have caused this Declaration to be executed at Brookfield, Wisconsin, this 9th day of June, 2005.

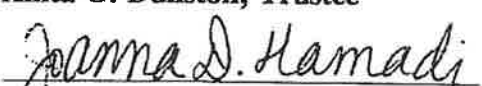
DUNSTON FAMILY TRUST,
DATED AUGUST 13, 1996

By: 

Sherman A. Dunston, Trustee

By: 

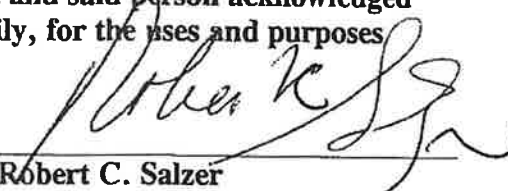
Anita G. Dunston, Trustee

By: 

Joanna D. Hamadi

STATE OF WISCONSIN)
) s.s.
WAUKESHA COUNTY)

On this 9th day of June, 2005, before me personally came SHERMAN A. DUNSTON, ANITA G. DUNSTON, Trustees of THE DUNSTON FAMILY TRUST, DATED AUGUST 13, 1996, and JOANNA D. HAMADI, to me known to be the persons described in and who executed the foregoing instrument and said person acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.


Robert C. Salzer

Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by
and should be returned to:

Robert C. Salzer, Attorney at Law
14380 West Capitol Drive, Ste. 3
Brookfield, WI 53005-2323



EXHIBIT A

LEGAL DESCRIPTION

Lot Five (5), Teakwood, a re-division of part of Certified Survey Map No. 856 and Outlot One (1), Block Three (3) of Spring Green Heights, in part of the Southwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), Township Eight (8) North, Range Nineteen (19) East, Village of Sussex, County of Waukesha, State of Wisconsin.

**Unit No. 1 - W232 N6140 Teakwood Court
Sussex, WI 53089**

**Unit No. 2 - W232 N6138 Teakwood Court
Sussex, WI 53089**

Tax Key No.: SUXV 245-065

001883 SEP 14 88

EXHIBIT B

**CONDOMINIUM
PLAT OF SURVEY**

CONDOMINIUM PLAT OF SURVEY HONEY LOCUST CONDOMINIUM

VILLAGE OF SUSSEX, WAUKESHA COUNTY, WI.

ADDRESSES: W232 N6138 - W232 N6140 TEAKWOOD COURT
SUSSEX, WI. 53089

LEGAL DESCRIPTION: (As provided by client)

Lot 5, Teakwood, a redivision of part of Certified Survey Map No. 858 and Outlot 1, Block 3 of Spring Green Heights, in part of the SW 1/4 of the NE 1/4 of Section 26, Town 8 North, Range 19 East, Village of Sussex, Waukesha County, Wisconsin. (Containing 15,177 Square Feet of land)

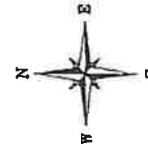
CERTIFICATE OF SURVEYOR: I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the HONEY LOCUST CONDOMINIUM, W232 N6138 - W232 N6140 TEAKWOOD COURT, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE - WIS. Reg. No. S - 917
Date of this 19th day of April 2004

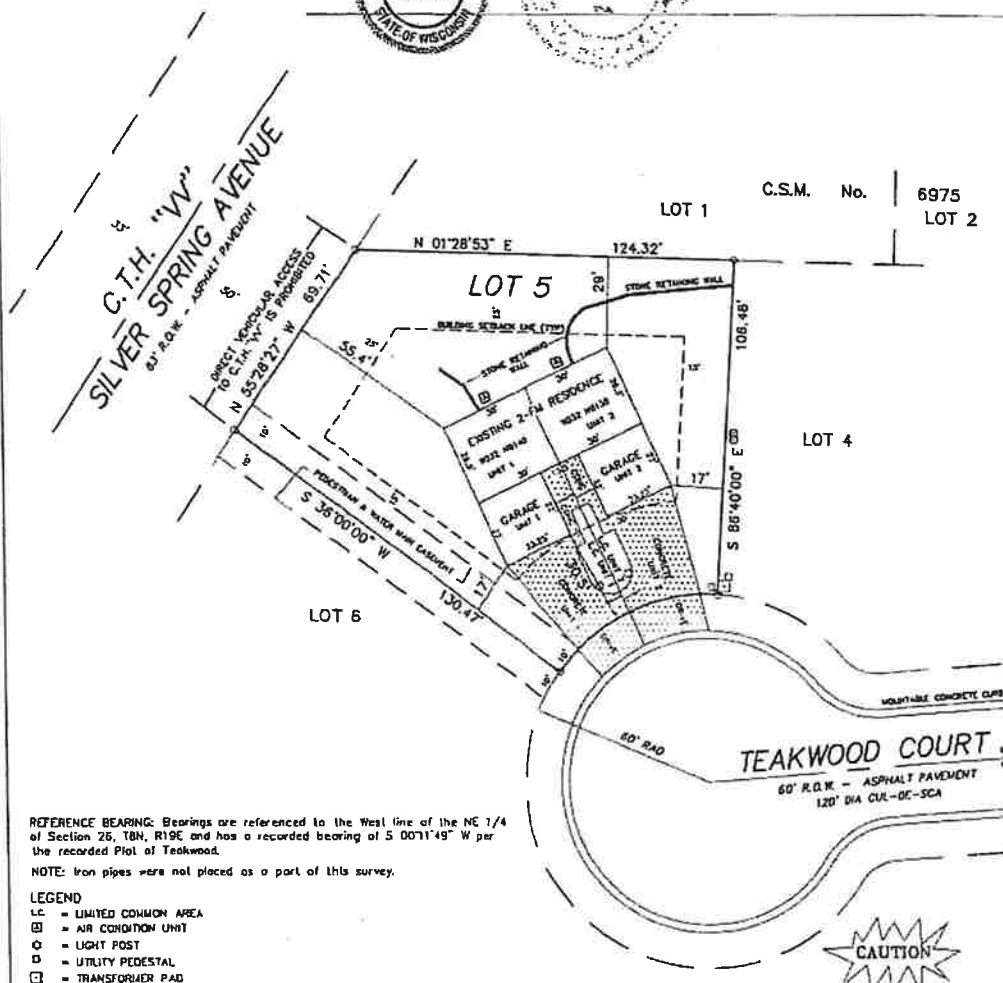
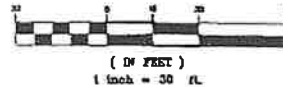
STATE OF WISCONSIN
COUNTY OF WAUKESHA

The above certificate subscribed and sworn to me this 19th day of April 2004

MARY K. GOONEY - NOTARY PUBLIC
My commission expires August 21, 2005



SCALE 1" = 30'
GRAPHIC SCALE



REFERENCE BEARING: Bearings are referenced to the West line of the NE 1/4 of Section 26, T8N, R19E and has a recorded bearing of S 00°11'49" W per the recorded Plat of Teakwood.

NOTE: Iron pipes were not placed as a part of this survey.

LEGEND

- LC = LIMITED COMMON AREA
- ACU = AIR CONDITIONING UNIT
- LP = LIGHT POST
- UP = UTILITY PEDESTAL
- TP = TRANSFORMER PAD

NOTE:

The Limited Common Elements consist of the outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

Book 10, Pg. 38-37, 74-75
File No. USBON 348
PAGE 1 OF 1 PAGES

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