SECOND AMENDED AND RESTATED DECLARATION

OF

GABRIEL WOODS, A CONDOMINIUM

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SECOND AMENDED AND RESTATED DECLARATION

OF

GABRIEL WOODS, a Condominium

Gabriel Woods, a Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Waukesha County on December 3, 2004 as Document No. 3228934, as amended on June 29, 2005 as Document No. 3290357 (as amended, the "Declaration").

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Gabriel Woods Condominiums, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

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ARTICLE I. DEFINITIONS

Section 1.01 Defined Terms. The following terms shall be defined as follows:

"Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

"Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Article IV below, in the Common Elements and the liability for Common Expenses.

"Architectural Control Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

"Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

"Association" means Gabriel Woods Condominiums, Inc.

"Board of Directors" means the governing body of the Association.

"Building(s)" means any structure containing one or more Units which is situated on the Property.

"Building Plans" means the plans that were made a part of the original Declaration, as amended (attached thereto as **EXHIBIT B and EXHIBIT B-1)** and any supplemental plans thereto which may be required for construction of the Condominium.

"Bylaws" means the Bylaws of the Association.

"Common Expenses" means all of the expenses of the Association.

"Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.

"Condominium" means Gabriel Woods, a Condominium.

"Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Floor Plans, Plat Map, Management Agreement, if any, and this Declaration.

"Declaration" means this Declaration of Gabriel Woods, a Condominium.

"Director" means a Member of the Board of Directors of the Association.

"Fixture(s)" means an item of property, which may or may not be a common element of the Condominium, which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, ant items customarily treated as fixtures including, but not limited to, all: garden bulbs, plants, shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and component parts; garage door openers and remote controls; built-in appliances; ceiling fans; fences; and storage buildings on permanents foundations.

"FNMA" means the Federal National Mortgage Association.

"General Assessments" means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

"General Common Elements" means all Common Elements except for any Limited Common Elements.

"Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Units.

"Owners Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium documents.

"Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.

"Mortgage" means any recorded mortgage or land contract encumbering a Unit.

"Mortgagee" means the holder of any recorded Mortgage encumbering one or more Units or land contract vendor.

"Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

"Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

"Plat" means the Condominium Plat, attached to the original Declaration as **EXHIBIT A**, of the Condominium was recorded pursuant to the Act simultaneously with the original Declaration, as the same may be amended from time to time.

"Pond" means any pond formed as a result, or as a portion, of the Storm Water Control Improvements, whether such pond is permanent or periodic.

"Property" means the real property as described on **EXHIBIT A**, and any amendment thereto.

"Rules and Regulations" means the Rules and Regulations for the Condominium adopted and amended from time to time by the Board of Directors.

"Special Assessment" means any assessment made against the Unit Owner and his Unit which is not a General Assessment and is assessed against a Unit Owner and his Unit for expenses incurred by the Association.

"Storm Water Control Improvements" means the improvements to the Common Elements to provide for the drainage of storm waters from the Condominium, including, without limitation, ponds, storm sewer lines, natural and constructed drainage patterns, and swales and ditches installed on the Common Elements.

"Unit" means a part of the Condominium intended for private use by the Unit Owner.

"Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee,

but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof, or any land contract vendor of a Unit.

ARTICLE II. ASSOCIATION OF UNIT OWNERS

Section 2.01 Membership, Duties and Obligations. Each Unit owner shall be a Member of the Association of Unit Owners to be known as Gabriel Woods Condominiums, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration, and the Condominium Documents.

Section 2.02 Voting Rights. There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association.

Section 2.03 Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain harmony in the appearance of the Condominium. The Architectural Control Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Control Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner, and the Architectural Control Committee shall not approve any plan which would add a material amount of additional living space to any Unit or which would also materially increase the size of the Common Elements. The Architectural Control Committee shall consist of three (3) individuals who are appointed by the Board of Directors, or if no separate committee is appointed, the Board of Directors shall serve as the Architectural Control Committee. The length of the term of service of the members of the Architectural Control Committee shall be determined by the Board of Directors.

ARTICLE III. DESCRIPTION

Section 3.01 Description of Buildings. The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat and the Building Plans.

Section 3.02 Description of Units. The Condominium shall consist of seven (7) buildings, with eight (8) units in each building, and one (1) building with sixteen (16) units, for a total of 72 units. Each Unit shall be identified with a number as indicated on the Plat. The following shall be the boundaries of the Units:

A. Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical planes of the interior surfaces of the wall or studs which support the drywall, wood, or plaster perimeter walls bounding any such Unit.

B. Horizontal Boundaries. The horizontal boundaries of the Unit shall be:

(i) **Upper Boundary.** The upper boundary of any portion of a Unit which is under another Unit is the horizontal plane of the bottom surface of the floor joist above the highest floor of such Unit. The upper boundary of any portion of a Unit which is not below another Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(ii) **Lower Boundary.** The lower boundary of a Unit which is above another Unit is the horizontal plane of the top surface of the floor joists below the lowest floor of such Unit. The lower boundary of a Unit which is not above another Unit is the top surface of the concrete floor slab below the lowest floor of such Unit.

C. Additional Items. Each Unit shall include the following, if any:

(i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls and partitions, including drywall, floor and wall coverings, including those within a screened or enclosed porch, patio or deck; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit.

(ii) all exterior doors (including doors to: any patio or deck serving the Unit, the garage door, front and rear entrance doors, the entrance foyer, common foyer, hallways and staircases immediately adjacent and appurtenant to each Unit, which such common hallway or staircase is used for access and any other entrance door to the Unit) and any and all hardware, including without limitation, door locks, hinges, garage door openers and related mechanical systems, if any associated with such doors; all windows, screens and sky lights.

Section 3.03 Limited Common Elements. The Limited Common Elements include:

A. all footings, foundations, beams, exterior walls, roofs, floors (excluding those described in Section 3.02 and structural supports of Buildings; all balconies, decks, patios and porches;

B. all parking and driveway areas, sidewalks, pathways, access steps, landings, walkways and landscaped areas serving a Unit or a number of specific Units:

C. any exterior light, chimney, dormer or vent or similar appurtenance exclusively serving a Unit or Units whether located within the designated boundary lines of a Unit; and

D. mechanical rooms located within each Building, which rooms house equipment servicing more than one of the Units within each Building; and

E. with respect to the 1405 Building, the underground parking area (except for the parking spaces, which are Limited Common Elements to the Unit(s) to which they are assigned), common hallways, common stairways, and the elevator are Limited Common Elements to the Units in the 1405 Building.

Section 3.04 General Common Elements. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, the following:

A. all entrances to the Property, parking areas, roadways, sidewalks (other than those that lead to a particular Building/Unit), common walkways, pathways, and private streets, access steps, landings, landscaped area, and open space; and

B. all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits, well water lines, drainage, electrical, telephone, fire and communication systems, gas, sewer, heating, air conditioning and plumbing systems.

ARTICLE IV. ALLOCATED INTERESTS

Every Unit owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration or the Condominium Documents, which rights shall be appurtenant to and run with his Unit. The Allocated Interest in Common Elements shall be 1.39% (1/72) per Unit.

ARTICLE V. MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

Section 5.01 Responsibility of Unit Owners.

A. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit (excluding items which are visible from the Common Elements) including without limitation the items identified in Section 3.02C(i) and all of the equipment, fixtures and appurtenances located in or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of any lighting fixtures, refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, medicine cabinets, built in shelving and all communication systems, water, sewer and gas mains and

laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit.

B. Notwithstanding Section 5.01A, for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 3.02C(i) and other similar items which are visible from the Common Elements and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit of which the items identified in Section 3.02C(i) and other similar external items are a part and/or service and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer, and gas mains and laterals and all other utility lines and distribution systems appertain shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

C. The Unit Owner shall at all times maintain the temperature of his Unit at or above 50° Fahrenheit.

D. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium (Units, Common Elements, Limited Common Elements) caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 5.01. If a Unit Owner fails to discharge his obligations pursuant to this Section 5.01, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner, and, if any of the costs so incurred by the Association are not promptly reimbursed to the Association by the Unit Owner, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

Section 5.02 Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

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

B. all painting, repairing, restoration, general maintenance and decorating of Building exteriors, exterior walls, roofs, and Common Element doors and windows;

C. lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, including the landscape street terraces within the Condominium, as required;

D. snow and ice removal from paved sidewalks, including public sidewalks within or abutting the Condominium, driveways and parking areas of the Property;

E. maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;

F. maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning and pipes and ducts in Common Elements, including maintenance and repair of the sump pump and water rooms attached to the eight-unit buildings and all equipment located within those rooms;

G. purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing

H. maintenance of the Pond; and

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

Section 5.03 Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

Section 5.04 Alterations to Unit. A Unit Owner may make any alterations he deems desirable to the Unit, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to his Unit shall indemnify and hold harmless the other Unit Owners, the Board, and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

Section 5.05 Exterior Alterations. Except as permitted by the Rules and Regulations or as consented to by the Architectural Control Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which his Unit is located.

Section 5.06 Damage to Units and to Common Elements. In the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or

renovation to his Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event, and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

Section 5.07 Hours of Construction. All construction activities (including remodeling and maintenance that may cause excess noise) performed by Unit Owners shall be conducted between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, and between 10:00 a.m. and 4:00 p.m. on Saturday. No construction activities may be performed on Sunday.

ARTICLE VI. COMMON EXPENSES, ASSESSMENTS AND TAXES

Section 6.01 Common Expenses. The cost of administration of the Association, utilities, insurance, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid by the Association. In addition, water utility charges for the entire Condominium, including for usage of individual Unit Owners, shall be treated as a Common Expense because the Units are not separately metered for water usage. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is made part of the Condominium. The percentage of the Common Expenses payable by the individual Units shall be the Allocated Interest of the Unit. No Unit Owner may exempt himself or his Unit from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Limited Common Elements or by the abandonment of his Unit. No conveyance shall relieve the Unit Owner or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his Unit have been paid.

Section 6.02 Payment of Assessments. All Assessments, when due, together with any late fees and interest thereon and actual costs of collection, including actual attorneys' fees, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period the lien is filed. Any statement of lien shall be filed in the land records of the Clerk of Court of Waukesha County, stating the description of the Unit, the name of the record owners, the amount due, and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer or agent of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a recordable satisfaction of the lien.

Section 6.03 Assessment for Common Expenses. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable

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

Section 6.04 Purchaser of Unit. Any purchaser of a Unit is entitled to a statement from the Board of Directors setting forth the amount of unpaid Assessments against the seller of the Unit. The statement shall be supplied to the purchaser within ten (10) business days after such a request. The purchaser shall not be personally liable for, however the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

Section 6.05 Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.165(2) of the Act, and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include late fees and interest on the unpaid portion of an Assessment and actual attorneys' fees and costs.

Section 6.06 Real Estate Taxes. Real estate taxes shall be taxed separately to each Unit Owner for his Unit. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes. The Association may, in the sole discretion of the Board of Directors, pay any delinquent property taxes on behalf of a Unit Owner to protect the Association's lien position, and in the event this happens, the amount paid by the Association for delinquent taxes, assessments, interest and penalties shall be specially assessed against the Unit Owner for whose Unit the taxes were incurred.

ARTICLE VII. USE OF CONDOMINIUM

Section 7.01 Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be beneficial for any purpose, including, but not limited to, ingress and egress to and from, and the use, occupancy and enjoyment of, his Unit. Such rights shall extend to the Unit Owner, his family members, employees, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

Section 7.02 Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to each Unit Owner whose Unit is benefited, and his family members, employees, agents, guests and invitees.

Section 7.03 Use of Pond(s). No Pond is intended for swimming or to be used as a recreational facility, and any such use of a Pond is strictly prohibited. Any person entering into or using a Pond either intentionally or accidentally does so at his own risk. Each Unit Owner, for himself and all of his family members, agents, invitees and guests waives, to the fullest extent permitted by law, any and all claims for liability against the Association, the Association's Managing Agent, all other Unit Owners, and their respective agents, contractors, employees, officers, directors and shareholders, for any injury or damage to person or property sustained in or about or resulting from the use or existence of any Pond.

ARTICLE VIII. RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

Section 8.01 Limitations. Each Unit Owner, his agents, representatives, guests and invitees, shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including without limitation, that the Buildings and Units are intended for and restricted exclusively to residential uses.

Section 8.02 Unit Owner's Restrictions on Leasing. Units may only be leased to the extent set forth in the Bylaws.

Section 8.03 Unit Owner's Use of Unit as an Office. A Unit Owner may operate an office out of his Unit if he does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; (f) conduct a business that will unreasonably cause traffic congestion or parking scarcity within the Condominium; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

Section 8.04 Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof, and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and shall be at the sole expense of the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirement. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice he receives of the violation of any legal requirements affecting his Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at his expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirement affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

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

B. such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings;

C. such noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;

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

E. such Unit Owner shall, if required by the Association, post a bond to ensure compliance with his obligations hereunder.

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

Section 8.05 Unit Owners Restrictions on Use of Unit, Limited Common Elements and General Common Elements. Except as may otherwise be expressly provided in this Article VIII:

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

B. No Unit Owner, nor any of his family members, agents, invitees or guests may in any way obstruct the use of another Unit, the Limited Common Elements or the General Common Elements;

C. No Unit Owner, nor any of his family members, agents, invitees or guests shall carry on any obnoxious or offensive activity in any Unit, the Limited Common Elements or the General Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others; and

D. No Common Elements shall be used for storage of motorcycles, bicycles, sporting goods or similar items.

E. No Unit Owner or any of his family members, agents, invitees or guests shall make any change to or modification of the Storm Water Control Improvements or any part thereof.

F. No devices that have open flames (including fire pits, stoves, grills or other similar devices) may be used on a deck, balcony, or patio or within 10 feet of any building.

Section 8.06 Animal Restrictions.

A. Animals shall be limited to dogs, house cats, fish, small caged rodents and birds, unless written approval is obtained from Board of Directors;

B. Approved animals shall be allowed provided the owner of any animal shall take all reasonable actions to prevent such animal from being a nuisance, annoyance or danger to any of the Unit Owners;

C. All animals shall be picked up after and all droppings shall be immediately disposed of by the person in control of the animal;

D. All animals shall be leashed and within the immediate control of a person when outside of a Unit; and

E. Unit Owners shall own and/or board no more than two (2) animals total, including no more than one (1) dog over 50 pounds. Dogs under 50 pounds are limited to two (2). No Rottweilers, Doberman Pinschers or Pit Bulls will be allowed. Owners can have multiple fish, but no more than a 20 gallon tank.

F. All dogs must be spayed or neutered by two (2) years of age.

Section 8.07 Unit Owners Restriction on Limited Common and General Common Area Parking.

A. No vehicle of any type shall be placed in any driveway or designated parking stall for storage.

B. No vehicles are to be parked in the driveways so as to impede or impair any Unit Owner's access to and from their garage. No boat, camper, trailer, recreation vehicle or other vehicle of similar nature and design shall be stored or parked in the Unit Owner's assigned parking stall for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.

C. No Unit Owner nor any of his family members, agents, employees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle.

D. Any vehicles, boats, campers, recreational vehicles, trucks, snowmobiles, motorcycles, or other materials, which are stored, parked, located in, or on, any parking area in violation of these Rules and Regulations may be towed, removed and stored at the owner's expense. If the owner of any such vehicle is also a Unit Owner, the expense of such towing, removal and storage shall be specially assessed to such Unit Owner and will become a lien on such Unit Owner's Unit.

ARTICLE IX. REPAIR OR RECONSTRUCTION

Section 9.01 Repair or Reconstruction of Condominium. In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of sixty seven percent (67%) or more of all Unit Owners taken within sixty (60) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 10.01 of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired or reconstructed. In the event of repair or reconstruction, such repair or reconstruction shall be pursuant to arrangement of the Board of Directors of the Association as provided in Section 12.02 below.

Section 9.02 Eminent Domain. In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes, as the same is amended from time to time.

A. Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest. However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having sixty seven percent (67%) or more of the vote in the Association. Any Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

B. Taking of Unit. Following a taking of all or substantially all of one or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit owners shall thereupon release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration which would change the description of Property and improvements subject to the Declaration and the portion of the property designated as Units and Common Elements and change the Allocated Interest appurtenant to each Unit.

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

Section 9.03 Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and his Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty or damage to the Condominium or eminent domain proceeding which involves the Condominium.

ARTICLE X. EASEMENTS AND ENCROACHMENTS

Section 10.01 Utility Easements. Easements are hereby declared and granted for the benefit of Unit Owners and the Association and reserved for the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, television cable, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section 10.01, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any change to such easement through a Unit shall not materially interfere with the use, occupancy or value of the Unit.

Section 10.02 Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

Section 10.03 Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

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

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

C. for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and

similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

Section 10.04 Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right of access provided by §703.32(4) of the Wisconsin Statutes, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

Section 10.05 Noise and Aviation Easement. The Condominium is near the Waukesha County Airport, and is within the Height Limitation Zoning Map, as amended from time to time, Waukesha County, Wisconsin. A copy of said Height Limitation Zoning Map may be viewed at the Waukesha County Airport or the Planning and Zoning offices of Waukesha County.

The Condominium is located in a noise-impacted area; present and future noise impacts from Waukesha County Airport might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the Condominium property in its intended use; these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations; changes in airport, air traffic control-operating procedures or in airport layout could result in increased noise impact; further, your personal perceptions of the noise exposure could change and and/or your sensitivity to aircraft noise could increase.

By acceptance of a deed of conveyance, each Unit Owner does hereby grant and convey to the Waukesha County Airport, owned by the County of Waukesha, its successors and assigns, a continuing right to keep the airspace above the aforesaid heights as shown on the Height Limitation Zoning Map clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid heights of land, together with the right of ingress to, egress from, and passage over the land of the Condominium for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above the said heights. All rights hereby granted are limited to the exercise of such rights at or above the Mean Sea Level height limitations over the Condominium land herein specified, and their effect on the parcel of land herein described.

Each Unit Owner hereby covenants, both for himself and his heirs, executors, administrators and assigns, for and during the life of this "easement" as follows:

A. Each Unit Owner shall not hereafter construct nor permit any obstruction upon said land that extends above the heights aforesaid, and

B. Each Unit Owner shall not hereafter use or permit the use of the Condominium land in such a manner as to create electrical interference with radio communication between the airport and aircraft or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using the airport, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, takeoff or maneuvering of aircraft.

C. Each Unit Owner, for and on behalf of himself and all successors in interest to any and all of the Condominium land, waives any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "easement" granted herein regardless of any future changes in volume or character of aircraft over flights, or changes in airport design and operating policies, or changes in air traffic control procedures.

D. Each Unit Owner, for and on behalf of himself and all successors in interest to any and all of the Condominium land, does further hereby covenant and agree that he/she will not, from and after the effective date hereof, sue, prosecute, molest, or trouble the Waukesha County Airport, its successors and assigns, in respect to or on account of the flight of any and all aircraft over or near the Condominium, or for any effects resulting therefrom including but not limited to noise, air pollution, or any and all other possible damages to or taking of said property resulting from such flights.

These covenants and agreements shall run with the land of the Condominium, as hereinabove described, for the benefit of the Waukesha County Airport, and its successors and assigns in the ownership, use and operation of the aforesaid Airport.

Waukesha County Airport, its successors and assigns, shall have and hold said easement and all rights appertaining thereto until said airport shall be abandoned and shall cease to be used for airport purposes.

Section 10.06 Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association, by and through its Board of Directors, shall have the authority to execute all documents necessary to carry out the intent of this Article X.

Section 10.07 Encroachments. In the event, by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any

encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of such owner.

ARTICLE XI. MORTGAGES

Section 11.01 Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit owner shall have the right to Mortgage or encumber his own Unit.

Section 11.02 Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, if so requested, the Secretary of the Association of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association may notify the insurer of the Mortgagee's name and address.

Section 11.03 Roster of Mortgagees. The Board of Directors may maintain a roster of Mortgagees from information received by the Unit Owners, which may state the name and address of each Mortgagee. Upon written request of the Board of Directors, each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

Section 11.04 Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment, and all unpaid sums on any loan made by the Veterans Administration under §45.80 of the Wisconsin Statutes, as the same is amended from time to time, but only to the extent the foregoing is consistent with the Act.

Section 11.05 Mortgagee in Possession. A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which accrued prior to the time such Mortgagee comes into possession of the Unit, to the extent set forth in the Act.

Section 11.06 Rights of Mortgagees. Each Mortgagee, its agent or representative, upon advance written request to the Board of Directors, shall be entitled thereafter to the following:

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

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

C. copies of any financial statements of the Association which are distributed to the Unit Owners;

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

E. notice of damage in excess of $10,000 to or destruction of any Unit subject to the Mortgage, or any damage to the Common Elements in excess of $30,000;

F. notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;

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

H. notice of any decision by the Board of Directors to terminate any management of the Property;

I. notice of any proposed action which would require the consent of Mortgagees pursuant to the Act or the Condominium Documents;

J. the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

K. notice of any Assessment or any other charges levied by the Association against the Unit in which the Mortgagee has an interest which is more than sixty (60) days past due;

L. notice of any judgment which is rendered against the Association; and

M. the right to cure a default in the payment of any Assessment.

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

Section 11.07 Restrictions on Actions of Association. The Association may not take any of the following actions without the affirmative vote of 67% of the Unit Owners:

A. encumber the Common Elements; or

B. assign the future income of the Association, including its right to receive any Assessments.

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

Section 11.08 Application and Effect. The provisions of this Section XI shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations.

Section 11.09 Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Document, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, Units and/or the Common Elements or any portions thereof.

ARTICLE XII. INSURANCE

Section 12.01 Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together will all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a Common Expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

Section 12.02 Proceeds of Insurance. In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Article IX hereof and Section 10.01 of the Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 9.01 of Article IX hereof and Section 10.01 of the Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 9.01 of Article IX hereof and Section 10.01 of the Bylaws.

Section 12.03 Additional Insurance. In addition to the insurance required above, the Board of Directors shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

A. Worker's compensation insurance;

B. Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

C. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

D. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary..

Section 12.04 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board of Directors in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

Section 12.05 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

A. The personal property within the Unit;

B. Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

C. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

D. Special perils contents coverage; and

E. Sewer backup and sump pump failure coverage.

ARTICLE XIII. PROHIBITION ON PARTITION OF COMMON ELEMENTS

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

ARTICLE XIV. DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 14.01 Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section 14.01 and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

Section 14.02 Parking Areas. Each Unit Owner shall be responsible for his personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, any Unit Owner shall be (a) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or, (b) responsible for the security of such personal property or for any loss or damage thereto.

ARTICLE XV. AMENDMENT TO DECLARATION

Section 15.01 Amendment. Except as otherwise provided by the Act, or in this Declaration, this Declaration may be amended only by the written consent of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided by the Act. To the extent the same is required by the Act, each Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Waukesha County, and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally or electronically delivered to each Unit Owner at their address as stated on the Membership Roster.

ARTICLE XVI. TERMINATION OF CONDOMINIUM

Section 16.01 Termination of the Condominium. The Condominium may be terminated upon the approval of a termination agreement by a unanimous vote of the Unit Owners holding one hundred percent (100%) of the votes in the Association. To the extent required by the Act, a Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the vote. The termination agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The termination agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors

to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interests, and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Waukesha County.

ARTICLE XVII. ADDITIONAL PROVISIONS

Section 17.01 Claims and Remedies.

A. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above. With respect to any claim against the Association, the claim shall be limited to general damages; all unit owners and residents waive any claim for consequential or incidental damages.

B. *Attorney's Fees*. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 17.01A above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

C. *Damages*. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

Section 17.02 Waiver. The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents, to exercise any right or option, or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

Section 17.03 Severability. The provisions contained herein shall be construed as independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 17.04 Captions. The captions and headings of various Sections and Paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 17.05 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Section 17.06 Registered Agent. The registered agent for service of process shall be the registered agent for the Association, as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the registered agent is Ogden & Company, 1665 N. Water Street, Milwaukee, WI 53202.

This Second Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than Seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration of Condominium for Gabriel Woods, a Condominium this _____ day of _____, 202_.

GABRIEL WOODS CONDOMINIUMS, INC., a Wisconsin Non-Stock Corporation,

By:_____
_____, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by _____, as President of Gabriel Woods Condominiums, Inc. on this _____ day of _____, 202__.

_____
Notary Public, State of Wisconsin
Name:_____

My Commission Expires:_____

ATTEST:

GABRIEL WOODS CONDOMINIUMS, INC., a Wisconsin Non-Stock Corporation,

By:_____
_____, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by _____, as Secretary of Gabriel Woods Condominiums, Inc. on this _____ day of _____, 202__.

_____
Notary Public, State of Wisconsin
Name:_____

My Commission Expires:_____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

UNITS AND TAX PARCEL I.D. NUMBERS