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DECLARATION OF CONDOMINIUM

For

The Harmon Condominium

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (the "**Declaration**"), is made this 6th day of August, 2007 by DIANE L. HARMON (the "**Declarant**").

ARTICLE I

DECLARATION

Declarant hereby declares that she is the sole owner of the Real Property (as defined in Section 2.02), together with all improvements to be constructed thereon and all easements, rights and appurtenances pertaining thereto (the "**Property**"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "**Condominium Ownership Act**"). Declarant further declares that this is a small condominium as the term is defined in Section 703.10(14)(m), Wis. Stats. Further, the **Property** shall be subject to certain portions of Section 703.365, Wis. Stats, as more fully set forth hereinafter.

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "**Condominium**") is "**The Harmon Condominium**."

2.02 Legal Description. The land comprising the Property (the "**Real Property**") is located in the Village of Brown Deer, County of Milwaukee, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof. The Real Property is shown on the condominium plat attached hereto as Exhibit B and made a part hereof (the "**Condominium Plat**").

2.03 Address. The address of the Condominium is 8500-8502 N. 43rd Street, Brown Deer, Wisconsin 53209.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium is a conversion of an existing two (2) unit building. The Condominium shall consist of two (2) units (individually a "**Unit**" and collectively the "**Units**") located in the existing building (the "**Building**") identified on the Condominium Plat together with the Common Elements as described in Article IV. The Units are shown and identified by number on the attached Condominium Plat. The Condominium Plat also shows the floor plans for each Building and the layout, boundaries and dimensions for each Unit.

3.02 Boundaries of Units. The boundaries of each Unit shall consist of that cubicle of air within the Building as shown on the Condominium Plat and determined as follows:

(a) Living Areas. The boundaries of each Unit (exclusive of garage area) shall be that part of the cubic area of the Building determined as follows:

(i) Upper Boundary. The upper boundary of the Unit shall be the lower surface of the supporting members of the ceiling above

the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the Unit shall be the horizontal plane of the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be, in the case of demising walls, the midpoint of such walls, or, in the case of exterior walls, the vertical planes having elevations that coincide with the inside surface of the outermost walls that form the Building's exterior (or, in the case of exterior windows, the vertical planes having elevations that coincide with the interior surface of such windows).

(b) Garage. The boundaries of the garage area to be included in each Unit shall be the cubic area of the Building determined as follows:

(i) Upper Boundary. The upper boundary of that portion of each Unit that is the garage shall be the plane of the lower face of the joists supporting the ceiling, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of that portion of the Unit that is the garage shall be the horizontal plane of the upper surface of the concrete floor of the garage, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries. The perimetrical boundaries of that portion of the Unit that is the garage shall be the vertical planes, the elevations of which coincide with the inside face of the wall studs, and extended to the upper and lower boundaries of that portion of the Unit that is the garage, except that the area between the garage area and the living area shall be part of the Unit.

3.03 Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Interior lights, light fixtures and ceiling fans, if any.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them, that serve the Unit exclusively.

(f) Plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, mechanical or other components or systems serving more than one (1) Unit, a different Unit or the Building as a whole, even if located within the Unit as described in Section 3.02 above.

3.04 Unit Owners. The term "**Unit Owner**" shall mean any owner of a Unit. More than one (1) Unit Owner (whether or not they own the same Unit) shall be referred to collectively as the "**Unit Owners**."

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") shall include all of the Condominium other than the Units, including without limitation, the following:

- (a) The land on which the Building is located;
- (b) The driveway as identified in Exhibit "B";
- (c) Installation of central services such as power, light, gas and water;
- (d) The grounds, except as designated as Limited Common Elements;
- (e) The siding, wood trim boards, fascia, soffit, shutters, roof and gutters of the Building;
- (f) Any other portion of the improvements to the Property which is not included within the boundary of a Unit as described above or a Limited Common Element as described below.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as "**Limited Common Elements**." The following Limited Common Elements shall be reserved for the exclusive use of one (1) or more Unit Owners as described herein:

- (a) All that part of the Buildings excluding the Units including, without limitation, the foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces), structural walls, and roof trusses, which are Limited Common Elements appurtenant to the Units contained therein;
- (b) All sidewalks, parking areas, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit;

- (c) The lawn and garden area surrounding such Unit (the "**Yard**");
- (d) The deck attached to each Unit; and
- (e) The mailbox appurtenant to and reserved for each Unit.

4.03 Improvements to Limited Common Elements. A Unit Owner may improve the Yard appurtenant to their Unit by planting non-nuisance trees, shrubbery, decorative plants and vegetables, installing walkways of a material consistent with existing sidewalks, and installing underground pet containment systems, i.e. Invisible Fences, (collectively, "**Yard Enhancements**") provided that such improvement (a) does not interfere with the use and enjoyment of the Units of other Unit Owners or the Common Elements or the Limited Common Elements, (b) will not impair the structural integrity of the Condominium.

4.04 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The Declarant elects, pursuant to Section 703.365(2)(b), Wis. Stats., to allocate the percentage interest equally among the Units.

5.02 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Pursuant to Section 703.365(2)(c), Wis. Stats., each Unit Owner shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VI).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be as a single vote in the manner provided in the Agreement for the Management of the Condominium.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. The Association of Unit Owners known as **"The Harmon Condominium Owners Association" (the "Association")** an unincorporated association, shall exist immediately upon the establishment of the Condominium. All Unit Owners shall be entitled and required to be a member of the Association which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium. The management, operation and duties of the Association shall be delegated to the Board of Directors which may retain a manager if the Board of Directors so chooses. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

6.02 Declarant Control. The Association shall exist immediately upon the establishment of the Condominium and the Declarant shall have rights in the Association only as an owner of a Unit or Units.

6.03 Board of Directors. The affairs of the Association shall be governed by a board of directors (the "**Board of Directors**"). Pursuant to Section 703.365(3)(c), Wis. Stats., the Board of Directors shall be composed of one representative from each unit, chosen by and from among the Unit Owners of that Unit. Pursuant to Section 703.365(3)(d), Wis. Stats., all actions taken by the Board of Directors must be approved by an affirmative vote or written consent of at least 75% of the members of the Board of Directors.

6.04 Maintenance, Repairs and Replacements.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean and attractive order and repair. The Association shall be responsible for lawn mowing and fertilization, snow removal and plowing, maintenance of the vinyl siding, wood trim, shutters, painting and caulking of the exterior of the Units. If any Limited Common Element or portion of a Limited Common Element for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the other Limited Common Elements or any Common Element, the Association, upon fifteen (15) days' prior written notice to the Unit Owners responsible for such Limited Common Element or Common Element, shall have the right to correct such condition or to restore the Limited Common Element or Common Element to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into any appurtenant Unit for the purpose of doing so, and the Unit Owners responsible for such Limited Common Element shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against any appurtenant Unit as a Special Assessment under Section 6.07.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air

conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

(c) Improvements to Limited Common Elements. Each Unit Owner shall be responsible for maintaining, repairing and replacing Yard Enhancements appurtenant to such Unit under Section 4.03 above.

(d) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 4.01 and administration of the Association shall be deemed to be common expenses (the "**Common**

Expenses"), including, without limitation, expenses incurred for: lawn mowing and fertilization; snow shoveling and plowing; driveway sealing, maintenance and repair; trash collection; and maintenance and management salaries and wages.

6.06 Expenses, Maintenance, Operation. The following shall apply if any of the following criteria is met: *Estimated Budget Attached*

(a) 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 is necessary for the safety and proper use of the property or of the Unit Owner's Unit; or

(b) 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 of the Unit Owner's Unit; then:

(i) The Unit Owner challenging a decision of the Board of Directors described under paragraph 6.06(a) or 6.06(b) shall give written notice of the objection to the other Unit Owner and mortgagees within 45 days after the decision but before any action 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.

(ii) The objecting Unit Owner may challenge the decision after reconsideration by the Board of Directors under Paragraph (ii) above only in an arbitration proceeding under Chapter 788, Wis. Stats. Acceptance of a conveyance of a Unit is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Board of Directors to arbitration.

(iii) The Board of Directors, upon submission of the matter to arbitration as provided in Paragraph (ii) above shall name a proposed arbitrator. The objecting Unit Owner may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the 2 arbitrators shall select a 3rd person and the three shall serve as an arbitration panel chaired by the 3rd person. The expense of arbitration shall be shared equally by the Unit Owners.

(iv) The arbitration award by the arbitrator or arbitration panel under Paragraph (iii) above shall permit or prohibit the decision of the Board of Directors and the decision shall not be

implemented, if it is an affirmative action, until there determination of the arbitrator is final, unless there is a bona fide emergency requiring it.

6.07 General Assessments. The Association shall levy quarterly general assessments (the "**General Assessments**") (together with the Special Assessments referred to herein as the "**Assessments**") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed equally among the Units. General Assessments shall be due in advance on the first (1st) day of each quarter or in such other manner as the Association may set forth in the Agreement for the Management of the Condominium. General Assessments shall be due in advance on the first day of each quarter, or in such other manner as the Association may set determine. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Agreement for the Management of the Condominium and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

6.08 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "**Special Assessments**") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Agreement for the Management of the Condominium and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.09 Common Surpluses. In the event that the surpluses of the Association (the "**Common Surpluses**") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may either be used for such other purposes as the Association may determine, or may be credited against future Assessments against each Unit. The

amount of each Unit's credit shall be equal to the Common Surplus times a fraction, the numerator of which shall be all Assessments charged against such Unit during the Association's previous fiscal year, and the denominator of which shall be the total amount of all Assessments charged against all Units during the Association's previous fiscal year.

EXAMPLE: The Association assesses Assessments of \$10 per year from Unit 8500, and assesses Assessments of \$20 per year from all Units, including Unit 8500. Thus, if the Common Surplus is \$10, Unit 8500's credit would be $\$10 \times 1/2$, or \$5.

6.10 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.11 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. The management contract shall be subject to termination by the Association under Section 703.35 of the Condominium Ownership Act.

Agreement for the Management Attached

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance, except as otherwise stated herein, of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must

be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires the adjoining Unit, the Unit Owner's percentage interest in the Common Elements shall be equal to the combined percentage of all such Units owned.

7.02 Expenses. All expenses involved in any improvements, *alterations* boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, *including all expenses to the* Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a Special Assessment to the affected Units in accordance with Section 6.08.

7.03 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and, pursuant to Section 703.365(2)(d), Wis. Stats., for any commercial activity permitted under a zoning ordinance adopted under Sections 59.69, 60.61, 61.35 or 62.23, Wis. Stats. and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for single-family residential purposes if it is occupied by no more than one (1) family (defined to include persons related by birth, marriage or legal adoption) plus no more than two (2) unrelated persons. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional *library in his or* her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

7.04 Use of Units by Declarant. Notwithstanding anything else contained in this Declaration, Declarant shall be entitled to use all Units owned by Declarant as models and for sales and leasing activities, and Declarant reserves the right to erect signs, lighting and entryway features at the entrances to the Condominium and to erect appropriate signage and lighting within the Units and elsewhere relating to the sale or leasing of any Unit.

7.05 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

7.06 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

(a) the term of any such lease shall not be less than six (6) months,

(b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease,

(c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Agreement for the Management of the Condominium and the Rules and Regulations, providing that the lease is subject and subordinate to the same, and

(d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Agreement for the Management of the Condominium and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Agreement for the Management of the

Condominium and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Agreement for the Management of the Condominium and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Agreement for the Management of the Condominium and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Agreement for the Management of the Condominium and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 7.06 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

7.07 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one (1) Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrance to the Condominium and to erect appropriate signage for the sales of Units.

7.08 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers.

7.09 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure. No vehicles shall be parked on any yard at any time.

7.10 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

7.11 Landscaping. Unit Owners may plant and/or install Yard Enhancements pursuant to Section 4.03 herein.

ARTICLE XIII

INSURANCE

801 Fire and Extended Loss Insurance. The Board of Directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, the Units, and for the Association's service equipment, supplies and personal property. With respect to the Units, the Association's insurance coverage shall cover only those portions of the Unit, which were part of the Unit on the date the original certificate of occupancy was issued for the Unit, and any replacements thereof; but excluding any subsequent Unit build-outs (the "**Subsequent Unit Build-outs**"). The Condominium shall be insured for not less than the full replacement value of the Condominium excluding the Subsequent Unit Build-Outs, less a commercially reasonable deductible. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements as determined under Section 5.01, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX

8.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least One Million Dollars (\$1,000,000) per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their

respective percentage interests in the Common Elements as determined under Section 5.01. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than Fifty Percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

8.04 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 9.01, shall at all times be primary coverage. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

8.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Agreement for the Management of the Condominium, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty,

even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.06 Standards for All Insurance Policies. All insurance policies provided under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE IX

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to Fifty Thousand Dollars (\$50,000) times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if approved by 75% of the Unit Owners.

9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first (1st) Mortgagees (one (1) vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the Board of Directors authorizes the variance in the case of reconstruction of or repair to the Common Elements. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements as determined under Section 5.01. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "**Construction Funds.**" It shall be presumed that the first (1st) monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests as determined under Section 5.01 in the Common Elements.

9.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

9.08 Partition and Sale Upon Consent. If the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the

Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Milwaukee County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective percentage interest in the Common Elements as determined under Section 5.01.

ARTICLE X

CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements as determined under Section 5.01.

10.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

10.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless Seventy-Five Percent (75%) of the Unit Owners and a majority of the first (1st) Mortgagees (one (1) vote per mortgaged Unit) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances. The Association shall not authorize any variance that changes the size or footprint of the original Building as set forth on the Condominium Plat.

10.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements as determined under Section 5.01 and shall constitute a Common Expense.

10.06 Surplus in Construction Fund. It shall be presumed that the first (1st) monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements as determined under Section 5.01.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

ARTICLE XI

MORTGAGEES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Agreement for the Management of the Condominium.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or the Agreement for the Management of the Condominium or the Rules and Regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

11.01 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at seventy five percent (75%) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first (1st) mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president (the "**President**") and secretary (the "**Secretary**") of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or

personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the Village of Brown Deer or County of Milwaukee to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand

therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI.

ARTICLE XIV

GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Village of Brown Deer and County of Milwaukee or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

14.03 Notices. All notices and other documents required to be given by this to the unit owners shall be given in a manner, pursuant to Section 703.365(3)(c), Wis. Stats., in a manner best calculated to assure that actual notice is received by the Owners of all Units. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.06. 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 or her 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 or her.

14.04 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 unenforceability of the remaining portion of said provision or of any other provision hereof.

14.05 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Diane Harmon at 8502 N. 43rd Street, Brown Deer, Wisconsin 53209 provided, however, that the Board of Directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process.

14.06 Assignment of Declarant's Rights. The rights granted to the party named as "**Declarant**" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "**Declarant**" under this Declaration.

14.07 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Agreement for the Management of the Condominium and the Rules and Regulations, the Declaration shall prevail over the Articles, the Agreement for the Management of the Condominium and Rules and Regulations; the Articles shall prevail over the Agreement for the Management of the Condominium and the Rules and Regulations; and the Agreement for the Management of the Condominium shall prevail over the Rules and Regulations.

[Execution Page Follows]

CONSENT OF MORTGAGEE

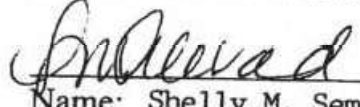
The undersigned, being the holder of a mortgage executed by Diane L. Harmon, A Single Person to the undersigned recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin on May 21, 2003, as Document No. 8533582, in Volume of Records, Page , does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 21st day of August, 2007.

The Equitable Bank, S.S.B.
By: 
Name: Robert B. Peregrine, Jr.
Its: Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 21st day of August, 2007, the Vice President of The Equitable Bank, S.S.B. who acknowledged the foregoing document for the purposes recited therein on behalf of the same.


Name: Shelly M. Semrad
Notary Public, State of Wisconsin
My Commission: expires 11/9/08

This document drafted by:

Joe A. Goldberger
North Shore Legal Associates
10505 N. Port Washington Road
Mequon, Wisconsin 53092
(262)-241-8545

