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DISCLOSURE MATERIALS

HIGH POINT, A CONDOMINIUM

René W. Vait
REGISTER OF DEEDS
STARK COUNTY, WI

DECLARANT: **HIGH POINT LLC**
1055 Spring Street
Post Office Box 195
Grafton, WI 53024

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

MANAGEMENT OR EMPLOYMENT CONTRACTS

The Declarant has not entered into any contracts for management or employment services on behalf of the Association.

INDEX

The disclosure materials which the Seller is required by law to provide to each prospective condominium unit purchaser contain the following documents and exhibits:

1. Declaration. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins at page 1-1 of these disclosure materials.
2. By-Laws. The By-Laws contain rules which govern the Association and affect the rights and responsibilities of unit owners. The By-Laws begin at page 2-1 of these disclosure materials.
3. Management or employment contracts. Certain services may be provided to the condominium through contracts with individuals or private firms. Discussion of these items begins at page 3-1 of these disclosure materials.
4. Projected annual operating budget. The Association incurs expenses for the operation of the condominium which are assessed to and paid monthly by the unit owners. The projected operating budget is an estimate of those charges which are in addition to individual unit owner mortgage, insurance, utility and real estate tax payments. The budget begins at page 4-1 of these disclosure materials.
5. Rules and regulations. The Condominium Association is empowered to establish reasonable rules and regulations governing the use of the units and the common elements. The initial rules and regulations are set forth beginning at page 5-1 of these disclosure materials.
6. Floor plan and plat. The Seller has provided a floor plan of the unit being offered for sale and a plat of the condominium which shows the locations of the units and all facilities and common elements which are part of the condominium. The floor plan and plat are shown beginning at page 6-1 of these disclosure materials.

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GRAFTON, WISCONSIN

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DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by High Point LLC, 1055 Spring Street, Post Office Box 195, Grafton, Wisconsin 53024, hereinafter referred to as "Declarant".

ARTICLE I

ESTABLISHMENT

Section 1.01 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the Owners' Association (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "High Point, A Condominium" and its street address is 104 Bur Oak Lane, 160 Bur Oak Lane, 1787 White Pine Court, 1765 White Pine Court, 1733 White Pine Court, 206 Bur Oak Lane, 252 Bur Oak Lane, 288 Bur Oak Lane, 203 Bur Oak Lane, 265 Bur Oak Lane, 289 Bur Oak Lane, 1891 Sumac Court, 1873 Sumac Court, 1855 Sumac Court, 1837 Sumac Court, 1819 Sumac Court, 191 Bur Oak Lane, 153 Bur Oak Lane, 1800 1st Avenue and 1832 1st Avenue, all in the Village of Grafton, Ozaukee County, Wisconsin.

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described as follows:

Lot 3 of Certified Survey Map No. 2153, being a part of Parcel 2, Ozaukee County Certified Survey Map No. 1072, located on Lots 3 and 4, Block 3, Assessor's Plat of the Village of Grafton, located in the Southwest 1/4 of Section 24, Township 10 North, Range 21 East, in the Village of Grafton, Ozaukee County, Wisconsin.

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Ozaukee County, a condominium plat entitled "High Point, A Condominium", consisting of _____ () sheets, certified on _____, 1994 by _____. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.05 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to

amend the condominium plat for the sole purpose of recording the actual location of any unit or building or other common element improvement which may deviate from the planned location shown on the plat. The foregoing notwithstanding, the Declarant may not make any amendment which increases the total number of dwelling units of the condominium heretofore approved by the Village of Grafton nor make any amendment which would further subdivide into separate parcels areas designated as common elements as hereinafter defined.

ARTICLE II

CONDOMINIUM BUILDINGS

Section 2.01 - Location of Buildings. The buildings are or will be located on the property as depicted on the condominium plat.

Section 2.02 - Building Identification System. The buildings containing the condominium living units shall each be assigned a building number and a post office street address. The initial condominium buildings are set forth on Exhibit A attached hereto.

Section 2.03 - Description of Buildings. The initial buildings shall consist of four (4) units each and shall be substantially the same in size, style and configuration. Each building shall be two stories of wood frame construction on concrete slab with attached garages. The exterior is finished with vinyl siding and asphalt shingles. Each building will have two (2) units on the first floor and two (2) units on the second floor. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE III

CONDOMINIUM UNITS

Section 3.01 - Unit Defined. A condominium unit is that portion of the building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms and having outer boundaries formed by and including the interior surface materials (i.e., drywall, panelling, tiling and floor coverings) of the perimeter and internal structural walls, floors and ceilings. Each unit includes its attached garage, the unit fixtures and, in the case of units having more than one level, the stairwells providing access between levels. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 105 of this Declaration.

Section 3.02 - Number of Units. There are a total of twenty (20) units in the condominium as initially declared subject,

however, to the right of the Declarant to expand the number of units to not more than eighty (80) units as set forth in Article XVI of this Declaration.

Section 3.03 - Description of Units. There are six (6) different unit floor plans ranging in size from approximately 1,286 square feet to 1,650 square feet based upon exterior dimensions and depending on whether it has a one-stall or two-stall garage. Each unit has a kitchen, dining area, living room, two bedrooms, utility room, two baths, and either a one-stall or two-stall garage. Some second floor units may include a family room or garage storage area.

Section 3.04 - Unit Fixtures. Each unit includes the following fixtures: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, lighting fixtures, floor coverings, plumbing fixtures, heating and air-conditioning systems, water heater, exhaust fans, range hood, optional fireplace and other built-in or permanent improvements and appliances within the unit boundaries.

Section 3.05 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number as set forth in Exhibit B to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes.

Section 3.06 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within five (5) years of the date this Declaration is recorded. Units not completed within said five (5) years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.07 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.04 of this Declaration.

Section 3.08 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

Section 3.09 - "As Built" Certificate. From time to time upon completion of the construction of units, the Declarant shall file with both the Register of Deeds and the Village of Grafton Building

Oct 99

at
insulation
in garage
section of
partition wall
in garage

Inspector a certificate setting forth the "as built" floor plan of each Unit.

Section 3.10 - Amenities. All amenities appertaining to a unit or to the condominium as a whole if located in the common elements (such as parking, landscaping, recreational or service areas) are a part of the condominium project, and the interest of a unit owner in such amenities shall be subject to any mortgage granted by a unit owner as to his unit, at least to the same extent as the common elements.

*Plant flowers
lilac bushes
Bleeding Heart?*

ARTICLE IV

COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

- (1) The land described in Section 1.03 of this Declaration.
- (2) The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks and patios.
- Telep g/lms*
(3) The electric, telephone, communication, water, sanitary sewer, storm water conveyance and retention or detention systems, and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls, including specifically the private sanitary sewer and water mains within the condominium to which building laterals are connected.
- (4) The private roadways, drives, off-street parking areas; private sidewalks; on-site lighting; trash enclosures; mailboxes and mailbox support elements; all fences; all landscape features or structures which are either natural or man-made; and all retaining walls.
- (5) The lawn and landscape areas and improvements, including lawn watering faucets located on all odd-numbered buildings which are separately metered to the Association.
- (6) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/80 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V

LIMITED COMMON ELEMENTS

Section 5.01 - Limited Common Elements. Certain common elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

- (1) Those common elements, if any, identified as limited common elements on the condominium plat.
- (2) The electric, telephone, communication and gas lines or pipes from the utility or public easement to the service board or service connection in the unit.
- (3) Patios, balconies and decks immediately adjacent to and having access directly from a unit.
- (4) Paved driveway and off-street parking area adjoining and appurtenant to a unit, for the use and benefit of the owner of each such unit.
- (5) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.02 - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units to which they

appertain and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance instrument.

Section 5.03 - Classification of Limited Common Elements. The Declarant reserves, without unit owner approval, the right to create two or more classifications of limited common elements and to amend the Declaration to create separate provisions for the maintenance of each classification of limited common elements.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.01 - Common Elements. The Association shall, subject to Section 6.02 hereof, be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be assessed in accordance with Section 7.04 of this Declaration.

* Section 6.02 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in good, safe, clean, attractive and sanitary condition and order satisfactory to the Association. If, after notice from the Association, a unit owner has failed to timely maintain, repair or replace a limited common element appurtenant to his or her unit, the Association may do so and the cost thereof may be assessed in accordance with Section 7.04 of this Declaration.

Section 6.03 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

garage wall
* Section 6.04 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement or hereditament.

Key?

Section 6.05 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

Section 6.06 - Management Contract. The Association may enter into any agreement for professional maintenance or management of the condominium, or any other contract providing services to the condominium, except no such agreement or contract may exceed three years in duration. Any such agreement or contract must provide for termination by either party without cause and without payment of termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

- (1) all sums lawfully assessed against the unit owners by the Association;
- (2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;
- (3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged

through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special assessment.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of limited common elements in accordance with Section 6.02 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge.

Section 7.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then-existing rate until the new assessment is determined.

Section 7.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in reserve as determined by the Board of Directors, and which reserve may be held in one or more interest-bearing accounts) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

Section 7.07 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or un-predicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration.

Section 7.09 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 - Liability for Assessments upon Conveyance.

- (1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.
- (2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.12 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments, regular or special, levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Ozaukee County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed,

the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

- (1) liens of general and special taxes;
- (2) liens of a first mortgage recorded prior to the making of the assessment;
- (3) construction liens filed prior to the making of the assessment; and
- (4) all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens. Notwithstanding the foregoing, any first mortgagee who shall obtain title to a unit pursuant to any remedy available to or provided in the mortgage held by such mortgagee, or through foreclosure of said mortgage, shall not be liable for more than six (6) months of the unit's unpaid dues or charges accrued before the acquisition of title to the unit by the mortgagee.

Section 7.13 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 - Additional Remedies. Any assessment or installment thereof not paid within ten (10) days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner

obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessment hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.15 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant, as a unit owner, shall not be liable for any annual or special assessment under this Article as to any unit which is not occupied, leased or sold by the Declarant except for the payment of a standby charge sufficient to cover the costs of Association insurance attributable to such unit plus \$10.00 per month, until such unit has been sold or leased. Such standby charge shall accrue as to each such unit from the date of the issuance of the occupancy permit for the unit.

ARTICLE VIII

COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.02 - Construction Activities. During the period of construction of the buildings and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.03 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner of any part of the condominium. The right is reserved by the Declarant to place "For Sale" and "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

Section 8.04 - Use of Common Elements. Each unit owner shall, subject to the provisions of this Declaration relating to limited common elements, have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.05 - Occupancy Restrictions. No unit shall be occupied by more than four (4) persons.

Section 8.06 - Pets. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in or on the common areas. Declarant reserves the right, without owner approval, to designate buildings in which household pets may be kept. Household pets are limited to: caged birds, fish contained in one or more aquariums or not more than one domesticated cat. Declarant may, in its sole discretion, designate a building or buildings in which dogs may be kept. In such designated building(s) no more than one (1) dog of not more than twenty (20) pounds may be kept in any unit. In such designated building(s), the unit owner or lessee may keep either one (1) dog or one (1) cat in the unit, but not both. Permitted caged birds shall be limited to parakeets, finches and similar small breeds, and shall exclude larger breeds such as parrots, cockatoos and cockateels. Any permitted household pets shall be subject to rules and regulations established by the Association.

Section 8.07 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles on the condominium and shall not keep more than one (1) motorcycle on the condominium. There shall be no overnight parking of motor vehicles or motorcycles on the driveways of units with two (2) car garages. Overnight parking of one (1) motor vehicle (but not motorcycle) is permitted by owners or lessees of units with one and one-half (1½) car garages, directly in front of the unit's garage. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.08 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. Vehicles of guests of unit owners or lessees may be parked (including overnight parking) on the driveway directly in front of that unit's garage. Care shall be taken not to block or hinder access to other units. All motor vehicles must

be licensed and operable. No owners, lessees or occupants of any unit shall repair or restore any vehicle of any kind upon or within any unit (except within enclosed garages or workshops) or within any portion of the common elements or limited common elements (except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility).

Section 8.08 - Recreational Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one ton capacity, snow-mobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by the rules and regulations of the Association. There shall be no outside storage or overnight parking in the condominium of any motor homes, tractors, trucks (other than standard or compact-size pick-up trucks not exceeding one ton), camper, motorized camper, trailer, boat or other watercraft (other than in garages), boat trailer (other than in garages), snowmobiles (other than in garages), or any other related forms of transportation devices. Commercial vehicles are also prohibited from outside storage or parking unless such vehicles are cars, standard-size vans, or standard or compact-size pick-up trucks.

Section 8.09 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, satellite dish, solar collector or other similar device.

Section 8.12 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association. Pre-engineered metal storage buildings shall be prohibited.

Section 8.13 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines but only for residential purposes. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one year. The owner of a leased unit shall notify the Association of the tenant's name and telephone number. All such leases shall be solely for residential use.

* Section 8.14 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

Section 8.15 - Air Conditioning. Window air conditioning units shall be prohibited. Only central air conditioning, if installed, may be utilized.

Section 8.16 - Swimming Pools. Swimming pools shall not be allowed in the condominium.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit owner and occupant shall comply with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X

INSURANCE

* Section 10.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property (as that term is defined in the Act) against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her

right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.02 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 4.02 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.05 of this Declaration which is payable on a monthly basis.

Section 10.03 - Coverage. The Association shall provide the following types of insurance coverage:

* (1) Property Insurance. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, 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 servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.

* (2) Liability Insurance. Public liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

(3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) Other Insurance. The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.04 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any

portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and the following items:

- (1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.
- (2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI

RECONSTRUCTION

Section 11.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.02 - Variances. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 11.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of the Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XII

ASSOCIATION OF UNIT OWNERS

Section 12.01 - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the High Point Condominium Owners' Association (herein the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. ~~There shall be one vote for each unit at all meetings of the Association.~~ The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

- (1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;
- (2) employ and dismiss employees and agents;
- (3) sue on behalf of the unit owners;
- (4) make contracts and incur liabilities;
- (5) cause additional improvements to be made as a part of the common elements;
- (6) grant easements through or over the common elements;

- (7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;
- (8) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the common elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;
- (9) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the common elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;
- (10) obtain and pay for legal and accounting services necessary or desirable in connection with operation of the common elements or the administration of this Declaration;
- (11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;
- (12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;
- (13) contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;
- (14) exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.04 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

- (1) The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meetings of the Association shall be sent.

(2) Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

(3) No regular or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration or the By-Laws to the Association or to its officers for a period ending three (3) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interests to purchasers, whichever shall first occur.

Section 12.06 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provision of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers of the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE XIII

EASEMENTS AND ENCROACHMENTS

Section 13.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through

and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 13.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, his successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV

WOODLAND CONSERVATION EASEMENT

Section 14.01 - Description. A portion of the common elements has been designated as "Woodland Conservation Easement" and is more particularly described and delineated on the condominium plat ("Woodland Conservation Easement").

Section 14.02 - Uses Permitted. The Woodland Conservation Easement shall in perpetuity be reserved for the common benefit of and aesthetic and recreational enjoyment by the unit owners, including their occasional guests. The intent of the Declarant is to preserve the Woodland Conservation Easement in its natural state to the extent reasonably possible.

Section 14.03 - Uses Prohibited. No existing trees within the Woodland Conservation Easement shall, without prior approval of the

Association and Village of Grafton Plan Commission, be cut down, destroyed, mutilated, disfigured or moved. The foregoing notwithstanding, the Association shall be responsible to prudently maintain the Woodland Conservation Easement and to trim and prune trees, shrubs and vegetation therein in the interests of safety or good husbandry. No motorized vehicles may be operated within the Woodland Conservation Easement. This easement does not grant the public the right to use the easement area, except that Declarant or the Association may permit such use provided that the rules and regulations pertaining to the use thereof are complied with. Such rules and regulations shall provide for the exclusion of any person acting in a disorderly manner or unduly interfering in any manner with the proper use of such area by others.

Section 14.04 - Improvements: Structures. Only a limited number of unpaved footpaths and a retaining wall (on the southerly end of the easement area) may be constructed within the Woodland Conservation Easement. The Association shall maintain, repair and, if necessary, from time to time rebuild such footpaths and retaining wall, and the cost thereof shall be a common expense. The construction within or location upon the Woodland Conservation Easement of any building, structure, sign, fence, equipment, apparatus or other improvements (other than underground sewer, water, gas or other utility lines and related installations) shall be prohibited, except upon the prior approval of the Village of Grafton.

ARTICLE XV

MUNICIPAL MATTERS

* Section 15.01 - Sewer and Water Charges. Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon his/her unit by the Village of Grafton ("village").

* Section 15.02 - Property Taxes. In accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 15.03 - Special Charges - Waiver of Notice. In the event the Village provides services related to the condominium's private sanitary sewer, water distribution, roadway or storm water management systems, garbage collection, or other site maintenance, either because the Association requests such services, an emergency to health or safety exists or because the Association, after notice from the Village fails or refuses to timely correct a health or safety problem, the village may, in accordance with Sec. 66.60(16), Stats., levy and collect special charges for such services. Such charges shall be levied equally to all units of the condominium. The Declarant, for the Declarant and the Declarant's successors and

assigns, does hereby consent to the levying of such charges and does hereby waive notice of any hearing with respect to any such levy.

Section 15.04 - Storm Water Management. The condominium is subject to a Storm Water Management Plan issued by Nienow Engineering. The Association shall be responsible for compliance with the requirements of said permit, including the maintenance of a storm water detention area along the westerly boundary of the condominium property and the storm water retention area along the easterly boundary of the condominium property.

ARTICLE XVI

EXPANSION OF CONDOMINIUM

Section 16.01 - Right to Expand. Declarant expressly reserves unto himself, his successors and assigns the right to expand the condominium which is the subject of this Declaration at any time for a period commencing on the date of the recording of this Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration. Such expansion may take place in one or more phases to create not more than a total of eighty (80) units under this Declaration.

Section 16.02 - Restrictions and Conditions Applicable to Additional Units. The additional buildings and units authorized by this article shall be constructed on the property described in Section 1.03 of this Declaration in the general location depicted on the condominium plat. The units constructed after the initial stage, and their owners, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws and the rules, regulations, decisions and resolutions from time to time adopted by the Association in accordance with the By-Laws.

Section 16.03 - Change in Fractional Interest of Unit Owners. In the event of expansion of the condominium, the fractional or percentage interest in the common elements of the condominium appurtenant to each unit (whether initial or new) following the construction of such additional units shall be that fraction using the number "1" as the numerator and the total number of constructed units as the denominator. Such changes in percentage interests shall become effective as the additional units become subject to assessment, and shall supersede for all purposes the percentage interest set out in Section 4.02 of this Declaration.

Section 16.04 - Assessments on Additional Units. Assessments for additional units established pursuant to this Declaration shall be governed by the provisions of Section 7.15 of this Declaration.

Section 16.05 - Procedures for Expansion. The right herein to construct additional buildings and units is reserved to the

Declarant, its successors and assigns, and shall be exercised by recording an amendment to this Declaration and the condominium plat. Such an amendment shall not require the approval of the unit owners as otherwise required for an amendment to the Declaration under Section 17.09 of this Declaration. Declarant, its successors and assigns, shall, in the event of such expansion, have the right, power and authority to execute and record in the office of the Register of Deeds for Ozaukee County, Wisconsin, in its own behalf and on the behalf of the grantee and each successor entitled to such unit, such instruments as may be required to effectuate such expansion and adjustment in the percentage of fractional undivided interest in the common elements, the liabilities for common expenses, the rights to common surplus and the total number of votes in the Association.

Section 16.06 - Consent of Unit Owners and Power of Attorney. Each owner of a condominium unit and each assignee or successor with respect to such unit shall be deemed by acceptance of a deed to any unit to agree, approve and consent to any such expansion, or series of expansions, or to any part thereof, and to such adjustment in and to the percentages of the undivided interest in the common and limited common elements and facilities, the liabilities for common expenses and rights to common surplus, which appertain to each unit and its owner and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest to act for and in the stead of such unit owner with respect to such expansion(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 16.07 - Disclaimer of Declarant. Nothing contained herein shall be construed so as to create any obligation on behalf of Declarant, its successors and assigns, to in fact undertake the construction of additional buildings and units or to proceed with respect to any expansion; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such expansion.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 17.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 17.02 - Confirmation of First Mortgagee's Rights. No provision of this Declaration or other documents executed pursuant to this Declaration shall accord a unit owner or any other party

priority over any rights of the first mortgagee of a unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds for losses to or condemnation awards for a taking of a unit and/or common elements.

Section 17.03 - Limitation in Actions of Association. Notwithstanding any other provisions of this Declaration with respect to the Association to the contrary, except as provided by statute, in case of condemnation or substantial loss to the units and/or common elements of the condominium, unless at least two-thirds of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the units have given their prior written approval, the Association may not:

- (1) By act or omission seek to abandon or terminate the condominium;
- (2) Change the pro rata interest or obligations of any unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each unit in the common elements (provided that this requirement will be deemed waived to the extent necessary to allow the implementation of future phases of the development contemplated by this development);
- (3) Partition or subdivide any condominium unit;
- (4) Seek to abandon, partition, subdivide, encumber, sell or transfer the common elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the condominium is not a transfer within the meaning of this clause (provided that this requirement will be deemed waived to the extent necessary to allow the completion of phases contemplated by this Declaration in accordance with the Condominium Declaration and By-Laws; and
- (5) Use hazard insurance proceeds for losses to any condominium property (whether units or common elements) for other than the repair, replacement or reconstruction of the condominium property.

Section 17.04 - Service of Notice on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of an deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 17.05 - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 17.06 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 17.07 - Waiver of Damages. Neither the Declarant nor his agents, representatives, or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) is asserted by unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 17.08 - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 17.09 - Amendment of Declaration.

- (1) This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners. Unit owners' written consent is not effective unless it is approved by the mortgagee of the unit, if any.
- (2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Ozaukee County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act or the

conditions of the Village of Grafton's approval of the Planned Residential Development (PRD) District zoning of the condominium.

Section 17.10 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 17.11 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be Richard A. Tillmann, 1055 Spring Street, Post Office Box 195, Grafton, Wisconsin 53024. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association, which change of registered agent shall be filed with the Secretary of State and the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, the said Declarant has executed this Declaration on the 31 day of October, 1994.

HIGH POINT LLC

By Richard A. Tillmann
Richard A. Tillmann, member and registered agent

STATE OF WISCONSIN)
OZAUKEE COUNTY) SS

Personally came before me this 31st day of October, 1994, the above named Richard A. Tillmann, member and registered agent of High Point LLC, to me known to be the person who executed the foregoing instrument, and acknowledged the same by its authority.

Beck
Beck
Notary Public, Ozaukee County, Wis.
My commission expires 1-26-95

This instrument was drafted by:
Attorney Robert A. Carroll
LEVY & LEVY S. C.
N61 W6058 Columbia Road
P. O. Box 127
Cedarburg, WI 53012

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS AGREEMENT made this 30 day of December, 1994, by HIGH POINT LLC, a Wisconsin Limited Liability Company, hereinafter called "Owner".

RECITALS:

1. On October 31, 1994, HIGH POINT LLC, as Declarant, entered into a Declaration of Condominium for High Point Condominiums, located in part of the Southwest 1/4 of Section 24, Town 10 North, Range 21 East, Village of Grafton, Ozaukee County, Wisconsin, hereinafter called "Declaration".

2. The Declaration was recorded in the office of the Ozaukee County Register of Deeds on October 31, 1994 in Volume 912, Pages 76-107, as Document No. 529277.

3. The Declaration provided in part that it could be amended in writing from time to time by the owners of at least two-thirds (2/3) of the unit owners. High Point LLC is the owner of all of the units and desires to amend the Declaration.

NOW THEREFORE, the Owner-Declarant hereby declares that the Declaration is amended and modified in the following respects:

1. Exhibit A, referred to in Section 2.02 - Building Identification System of the Declaration is amended to correct the street addresses of two buildings. Attached hereto and incorporated herein by reference is an amended Exhibit A which correctly identifies living units by building number and post office street address.

2. In all other respects the Declaration is hereby reaffirmed and ratified and remains in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Agreement this ____ day of December, 1994.

HIGH POINT LLC, a Wisconsin Limited Liability Company, Owner-Declarant

By Richard A. Tillmann
Richard A. Tillmann, Member

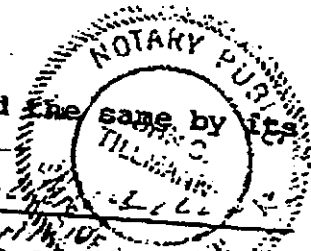
STATE OF WISCONSIN)

OZAUKEE COUNTY)

) SS

Personally came before me this 30 day of December, 1994, the above-named Richard A. Tillmann, to me known to be the person who

executed the foregoing instrument and acknowledged the same by its authority.



Notary Public, State of Wisconsin
My commission

This instrument was drafted by
Robert A. Carroll, Attorney at Law