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DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTION, COVENANTS AND CONDITIONS FOR TOWN HOMES OF PLACE WAUKESHA, WISCONSIN

THIS DECLARATION, made this 4th day of June, 1997, by THE TOWNHOMES RIVER PLACE, INC., a Wisconsin Corporation, (hereinafter referred to as the "DEVELOPER").

WHEREAS, the DEVELOPER is the owner in fee simple of certain real estate hereinafter described, in the City of Waukesha, Waukesha County, Wisconsin; and

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes; and

WHEREAS, the DEVELOPER desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DEVELOPER and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the DEVELOPER desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DEVELOPER, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit "A-1" attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances thereto shall be known as **THE CONDOMINIUMS OF RIVER PLACE.**

SECTION 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "*ASSOCIATION*" shall mean and refer to **FOX RIVER CONDOMINIUM ASSOCIATION,** a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(b) "*OWNER*" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "*UNIT*" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

(1) "*Living Unit*" shall mean and refer to a Unit which is intended to be used for residential purposes.

(2) "*Parking Unit*" shall mean and refer to a unit which is intended to be used for the parking of motor vehicles. A parking Unit need not be located in a building.

(d) "*UNIT NUMBER*" shall mean the building mailing address, with letter identifying a specific unit.

(e) "*COMMON ELEMENTS*" shall mean and refer, unless otherwise provided in this Declaration or

amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

(f) "*LIMITED COMMON ELEMENTS - GENERAL*" shall mean those common elements identified herein as reserved for the exclusive use of the owners of units located in one building.

(g) "*LIMITED COMMON ELEMENTS - BUILDING*" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the owners of units located in one building.

(h) "*DEVELOPER*" shall mean and refer to **THE TOWNHOMES OF RIVER PLACE, INC.**, a Wisconsin Corporation, and its successors and assigns. The Developer may also be referred to as the Declarant.

(i) "*MORTGAGE*" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(j) "*MORTGAGEE*" shall mean any person named as the Mortgagee under any Mortgage which the interest of any Owner if encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(k) "*MAJORITY*" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(l) "*PERSON*" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT").

Section 2. CODE IDENTIFICATION: Each Unit shall be specifically designated by its Unit letter as set forth in Section 4.

Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. BUILDING IDENTIFICATION: Each building shall be specifically designated by its building address number as set forth in Section 4, Description of Buildings, attached hereto and hereby made a part of this Declaration. Such building Number shall consist of four numerals identifying the address, with a letter identifying a specific unit.

Section 4. DESCRIPTION OF BUILDINGS:

PIIASE 1

Building 2415 Fox River Parkway
This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (12) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2)

full bathrooms on the 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit K - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit L - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

<u>Building 2425 Fox River Parkway</u>
This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (12) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit K - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit L - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2409 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (4) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit C - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit D - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2419 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (4) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit C - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit D - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2405 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (2) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

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Building 2406 Fox River Parkway
This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (12) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit K - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit L - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2412 Fox River Parkway
This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (12) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit K - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit L - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2408 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (4) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit C - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit D - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2416 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (4) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit C - having approximately 1623 square feet of living area and containing a living room, dining

area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit D - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2410 Fox River Parkway
This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (4) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit C - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit D - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2414 Fox River Parkway
This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (6) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit C - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit D - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

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Building 2418 Fox River Parkway
This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (10) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living

room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit E - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2426 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (12) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining

area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit K - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit L - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2428 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (12) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit K - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit L - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2424 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (12) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit E - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit K - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit L - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2422 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (10) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit E - having approximately 1623 square feet of living area and containing a living room, dining

area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit F - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit G - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit H - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit I - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit J - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Building 2420 Fox River Parkway

This building is constructed principally of wood, with a brick and vinyl siding exterior, and asphalt shingles, is (2) stories in height and contains (8) living units.

Unit A - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit B - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit C - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit D - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit E - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Unit F - having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, (3) bedrooms on the 2nd floor, (1) ½ bathroom on the 1st floor, and (2) full bathrooms on the 2nd floor, and attached (2) car garage.

Unit G - having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, (2) 2nd floor bedrooms, (1) ½ bathroom on the 1st floor and (1) full bathroom on the 2nd floor, and attached (1) car garage.

Unit H - having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, (2) 2nd floor bedrooms and a loft area, (1) full bathroom on the 1st floor and (1) full bathroom on 2nd floor, and attached (2) car garage.

Section 5. BOUNDARIES OF PARKING UNITS: The vertical boundaries of the Parking Units shall be the lines painted on the surface of the parking area, and if such lines do not form a parallelogram then the imaginary lines necessary to form such parallelogram, extended vertically between the upper and lower horizontal boundary; the lower horizontal boundary shall be the upper plane of the surface of the parking area between the vertical boundaries; the upper horizontal boundary shall be the imaginary plane parallel and seven feet above the lower horizontal boundary.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each living Unit Owner shall be entitled to and own and undivided interest in the Common Elements as a tenant-in-common with all other Living Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Living Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Waukesha or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The Common Elements and facilities shall consist of:

(a) The land described in this Declaration;

(b) The driveways located on the land;

(c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES - GENERAL: The Limited Common Elements and Facilities - General shall consist of the following located in one (1) building and not located within the boundaries of a Unit:

(a) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;

(b) Areas set aside for storage of maintenance equipment;

(c) Installations for providing central services such as power, light, gas heating and cold water;

(d) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statuto applicable to condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interest and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary or access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF LIVING UNITS:

(a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than six (6) month. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is

leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No Unit shall be occupied by more than (1) one family.

(c) No animal, except a permitted pet (as herein defined) shall be allowed within or about the premises. A permitted pet is defined as a single caged bird, common small tank fish, a single dog with a weight not exceeding sixty-five pounds (65lbs), two small dogs with a combined weight not to exceed thirty pounds (30lbs), or two cats. Tank fish may be combined with a dog, a cat or a caged bird.

No animal or pet, whether a permitted pet, may be kept, bred or maintained for commercial purposes.

(d) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: *(a)* any rental for periods of less than six (6) months; or *(b)* any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or *(c)* any rental where the lessor furnishes linen, cooking utensils, eating utensils, and/or telephone.

Section 3. USE OF PARKING UNITS: The Parking Unit shall be used only for the parking of private passenger automobiles, pickup trucks and vans not to exceed two (2) tons in net weight, motorcycles and bicycles. Such vehicles shall, at all times, be in running condition and bear current license plates. Parking space(s) directly outside of a Unit's garage may be utilized for additional parking.

Section 4. USE OF COMMON ELEMENTS:

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefore.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale.

(1) "*Alteration*" shall include replacement of doors, screens, storm windows, shutters and the like that will require replacement from time to time. Replacement of this items must conform with the appearance of the building as approved by the Association.

(c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks and vans not to exceed two (2) tons in net weight, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 5. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 6. **SUBDIVISION OF UNITS:** Except as may be provided for herein, no Units may be subdivided.

Section 7. **RULES AND REGULATIONS:** No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 8. **DELEGATION USE:** Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 9. **TRANSFER FEE:** A transfer fee shall be paid to the Association by each Unit Owner (other than the Developer) who shall sell a Unit to a new purchaser as a condition of issuance by the Association of a certification as to the status of payment of homeowner's assessments. The fee shall be $50.00 for each Living Unit.

Section 10. **CONSTRUCTION:** In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as hallways, public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 11. **SEPARATE MORTGAGES OF UNITS:** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

Section 12. **SEPARATE REAL ESTATE TAXES:** It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxes to each Unit Owner, but are taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) his share of the estimated real estate taxes each month.

Section 13. **MAINTENANCE, REPAIRS AND REPLACEMENTS:**

(a) All maintenance, repairs and replacements to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expenses.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Living Unit together with utility lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within one Unit, and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 14. **COMMON SURPLUSES:** All Common Surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. **VOTING:**

(a) All Owners shall be entitled to one (1) vote for each Living Unit owned. When more than one person holds an interest in any Living Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) The Developer shall be entitled to one vote for each Living Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Developer's control shall cease seven (7) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

Section 3. **UNIT VALUE FOR VOTING:** The interest for each Unit shall be as set forth in Exhibit "A-2" attached hereto and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in Wisconsin Unit Ownership Act.

Section 4. **AMPLIFICATION:** The provisions of this article may be amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. **THE COMMON ELEMENTS:** The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. **SERVICES:** The Association may 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. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 3. **PERSONAL PROPERTY FOR COMMON USES:** The Association may acquire and hold for the use and benefit of all of the Owners tangible an intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

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

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

Section 6. **PERSONAL LIABILITY: NO DIRECTOR or OFFICER of the ASSOCIATION** shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. **AGREEMENT TO PAY ASSESSMENT:** Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. **ANNUAL ASSESSMENTS:**

(a) The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

(b) The annual assessments shall be made up of all the following assessments:

(1) Utility assessment for the purpose of providing electric, gas, water and sewer services to the Units, the Common Elements and the Limited Common Elements.

(2) Basic assessment for all other purposes for which assessment can be levied.

Section 4. **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in the whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. **SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT:** Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Owner or guests or tenants of the Unit Owner or other occupant of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a resu. temporary or permanent condition or defect in the Unit or the storage area to the Unit;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit.

(g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. **WORKING CAPITAL:** Each purchaser of a Living Unit from Declarant or its successors or assigns shall make an advance to the Association at time of conveyance of the Unit for working capital purposes in the amount of One Hundred Dollars ($100.00) or such other amount as may be approved by the Board of Directors of the Association in its sole discretion. Such advance shall be earmarked to the credit of such purchaser and shall be assigned upon conveyance of the Unit.

Section 7. **NOTICE OF MEETINGS:** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. The presence, at such meeting, of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 8. **RATE OF ASSESSMENT:** Each Unit shall be assessed the percentage of the total assessment as it set out in Exhibit C attached hereto; provided, however, the Association can assess an individual Unit for sums due solely from that Unit as provided in Section 5 of this Article.

Section 9. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the first month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 10. **LIEN FOR ASSESSMENTS:** All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Milwaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

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

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Milwaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceeding and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien

being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 11. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION:

Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late 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 Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same.

If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 12. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the building by an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee.

Section 2. **ANTENNAE:** Exterior antennae shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives.

Section 3. **DEVELOPER CONTROL:** During the period of Developer Control, Developer shall act as the Architectural Control Committee unless he delegates such function to the Board of Directors.

ARTICLE X

PARTY WALLS

Section 1. **GENERAL RULES OF LAW TO APPLY:** Each wall which is built as a part of the original construction of the building and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. **SHARING OF REPAIR AND MAINTENANCE:** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. **RIGHT TO CONTRIBUTION RUNS THE LAND:** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. **ENCROACHMENTS:** Some of the Units may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units.

The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be re-established but not enlarged without consent of the servient Owner and the Association.

ARTICLE XI

INSURANCE

Section 1. **OBLIGATION OF ASSOCIATION:** The Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depositary on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of $50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as a aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. **INSURANCE PROCEEDS:** The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. **DESTRUCTION AND RECONSTRUCTION:** In the event of a partial or total destruction

of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. 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 Unit shall be substantially the same as prior to the damage or destruction.

Section 4. **PARTITION:** The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 5. **OTHER INSURANCE:** The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association and the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than $500,000/person and $1,000,000/occurrence for bodily injury or death and not less than $250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association.

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss for malfeasance or dishonesty of any employee or other person changed with management or possession of Association funds or other property;

(d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XII

EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of his Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

ARTICLE XIII

DEVELOPER'S RIGHTS

Until such time as the Developer has sold all of the Units in the condominium the Developer shall have the right to use any unsold Units and the Common Areas as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open house and the erecting of signs.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. **ENFORCEMENT:** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **SEVERABILITY:** If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the

remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. **TERMINATION:** This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Milwaukee County, Wisconsin.

Section 4. **PERPETUITIES AND RESTRAINTS ON ALIENATION:** If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: 1) the rule against perpetuities or some analogous statutory provisions; 2) the rule restricting restraints on alienation, or 3) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the now living lawful descendants of BILL CLINTON, President of the United States of America.

Section 5. **AMENDMENTS:** Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of twenty-five (25%) percent of the Units and thereafter signed by not less than seventy-five (75%) percent of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend to modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

Any Amendment must be recorded in Waukesha County, Wisconsin.

Section 6. **REGISTERED AGENT FOR SERVICE OF PROCESS:** The initial registered agent for service of process shall be 20720 Watertown Road, Waukesha, Wisconsin 53186. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Secretary of State of Wisconsin and with the Register of Deeds for Waukesha County, Wisconsin.

Section 7. **NUMBER AND GENDER:** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 8. **CAPTIONS:** The captions and Article headings herein are intended only as matters of convenience and for reference an in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the Developer, **THE TOWNHOMES OF RIVER PLACE,INC.,** A WISCONSIN CORPORATION, has caused this Declaration to be executed by **JEFFREY ALLEN GARDNER,** its President.

JEFFREY ALLEN GARDNER

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before this 4th day of June, 1997, the above named **JEFFREY ALLEN GARDNER,** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public Wauk. Co Robert W. Silvestri
My Commission ~~expires~~ is permanent

Drafted by and
RETURN TO:
ATTORNEY ROBERT W SILVESTRI
20700 WATERTOWN RD STE 200
WAUKESHA WI 53186

EXHIBIT "A"

LEGAL DESCRIPTION:

All of Outlot 1 in Block E in River Place Add'n No. 3 being a part of the SE 1/4 and SW 1/4 of the NW 1/4 of Section 21, T 6 N, R 21 E, in the City of Waukesha, Waukesha County, Wisconsin.

And

Parcel 1 of Certified Survey Map No. 8139, being a part of the SE 1/4 of the NE 1/4 of Section 20, and part of the SW 1/4 of the NW 1/4 of Section 21, T 6 N, R 19 E, in the City of Waukesha, Waukesha County, Wisconsin, recorded in Volume 71. pages 11 through 14 as Document No. 2166032.

DFI/CCS/One
Form 102
Wisconsin - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

ARTICLES OF INCORPORATION

(Nonstock Corporation)

97 JUN 27 A 8:00

PLEASE READ INSTRUCTIONS ON PAGES 3 & 4 BEFORE ATTEMPTING TO COMPLETE THIS FORM.

CREDIT 110-01

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT CAPITAL STOCK AND NOT FOR PROFIT:

Article 1.
The name of the corporation shall be FOX RIVER CONDOMINIUM ASSOCIATION , INC.

JUN 27 12:00PM
$, $
176862 DCORP 35 35.00

Article 2.
The period of existence shall be perpetual.

Article 3.
The purposes shall be to engage in any lawful activity authorized by Chapter 181 of the Wisconsin Statutes.

Article 4.
The principal office is located in WAUKESHA County, Wisconsin.

The address of the principal office is:
(A complete mailing address, including ZIP code, must be stated)
20720 WATERTOWN ROAD #102
WAUKESHA WI 53186

Article 5.
The name of the registered agent is JEFFREY ALLEN GARDNER

Article 6.
The address of the registered agent is
(Address must describe the registered agent's physical location, i.e., street number and name, city (in Wisconsin) and ZIP code. A P.O. Box address, without more, is insufficient.)
20720 WATERTOWN ROAD #102
WAUKESHA WI 53186

97 JUN 27 A 8:00

Article 7.
These articles may be amended in the manner authorized by law at the time of amendment.

FILING FEE - $35.00, PLUS RECORDING FEE

SEE PAGES 3 & 4 for Instructions, Suggestions, Fees and Procedures

Printed on Recycled Paper

67

C6F028513

Article 8. CHECK THE APPROPRIATE BOX.

[X] The number of directors shall be fixed by by-law but shall be not less than three.

OR

[ ] The number of directors shall be _____. *(State a definite number, but not less than three.)*

Article 9. The name and complete address of each of the initial Directors:

JEFFREY ALLEN GARDNER
20720 WATERTOWN ROAD #102
WAUKESHA WI 53186

ROBERTA ALLIE
20720 WATERTOWN ROAD, #102
WAUKESHA WI 53186

JOSEPH ELDRIDGE
20720 WATERTOWN ROAD #102
WAUKESHA WI 53186

Article 10. CHECK THE APPROPRIATE BOX.

[X] Membership provisions will be set forth in the by-laws.

OR

[ ] Membership provisions are as follows:

Article 11. *(Other provisions, if any)*

Article 12. The name and address of incorporator(s) are:

NAME	ADDRESS *(Complete address, including street name & number, city, state and ZIP code)*
1) JEFFREY ALLEN GARDNER	20720 WATERTOWN ROAD, #102, WAUKESHA WI 53186
2)	
3)	

Executed in duplicate on 5-3-97 *(date)*

All Incorporators SIGN HERE

1) _____ 5-3-97
Jeffrey Allen Gardner

2) _____

3) _____

This document was drafted by ROBERT W SILVESTRI *(Name the individual)*

If a problem exists, your daytime phone number is: (414) 798 - 9702 .

NOTARY: In completing this section, please specifically name the individual(s) whose signature(s) you are witnessing. The name(s) you cite should agree in every particular with the printed or typewritten name(s) as it appears in Article 12. Affix your seal, sign and state commission expiration date.

1

STATE OF WISCONSIN

County of Waukesha ss.

Personally came before me this 2nd day of July, 1997, the aforenamed incorporator(s) (1) Jeffrey Allen Gardner

(2) _____ (3) _____

to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

My commission expires: is permanent

Robert F. Shandel
Notary Public Signature

Notarial Seal

NOTE: The preprinted text of this form does not represent every option available under law. Refer to Ch. 181, Wis. Stats., for complete information.

INSTRUCTIONS

Article 1. The corporate name must contain the word "Corporation", "Incorporated", or "Limited" or the abbreviation of one of those words.
Submit a second and third choice name: This name would be entered in Article 1, if your first choice is not available.

(2) RIVER PLACE CONDOMINIUM ASSOCIATION, INC (3) _____

Article 2. You may state any limitation desired, but not "indefinite" or a word to imply an indefinite status. Corporate existence begins on the date that the articles of incorporation are approved and filed by the Dept. of Financial Institutions.

Article 3. May show definite purposes or may use language to the effect that the corporation may engage in any lawful activities authorized by Chapter 181 of the Wisconsin Statutes. (The statute expressly states that it is not necessary to enumerate the powers.)

Article 4. Give complete mailing address of the corporation's principal office in Wisconsin and the county within which the office is located.

Articles 5 and 6. The corporation must have a registered agent in Wisconsin. Be sure to provide a complete address, including street and number, city and ZIP code for the registered agent. A P.O. Box address may also be provided for mailing purposes.

Article 9. Sec. 181.20(2) provides that a corporation shall have a board of directors of not less than three, and that the initial board is to be named in the articles of incorporation. Please give complete addresses for all directors.

Article 10. If the membership provisions are set forth in the articles of incorporation (rather than the bylaws), provide for A) method of accepting and discharging members; B) any denial or restriction of voting rights; and C) any classification of members, including the distinguishing features of each class. If the corporation is to have NO MEMBERS, strike out both imprinted Articles 10 and substitute the remark "The corporation is to have no members," and further set forth the manner of election or appointment of directors.

Article 12. Have the INCORPORATOR SIGN before a Notary Public. The number of incorporators may be one or more, but all the incorporators listed in the articles must sign. Make sure that both of the copies have ORIGINAL SIGNATURES. Carbon copy, photocopy, or rubber stamp signatures are not acceptable.

Notary Public must SIGN AND AFFIX SEAL on both copies of the articles, and complete their statement in the area provided. Make sure that original signatures and seal impressions appear on both copies.

If the document is executed or acknowledged in Wisconsin, sec. 14.39(14) Stats. provides that it shall not be filed unless the name of the person (individual) who, or the governmental agency which, drafted it is printed, typewritten, stamped or written thereon in a legible manner.

BY-LAW

OF

FOX RIVER CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is **FOX RIVER CONDOMINIUM ASSOCIATION, INC.**, hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be 20720 Watertown Road, Waukesha WI 53186, but meetings of Member and Directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to **FOX RIVER CONDOMINIUM ASSOCIATION, INC.**, a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Element" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.

Section 4. "Unit" shall mean and refer to any Unit shown upon the recorded plat or plats of survey of the property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the property, including contract sellers, but excluding those have such interest merely as security for the performance of the obligation.

Section 6. "Developer" shall mean and refer to **TOWNHOMES OF RIVER PLACE, INC.** The Developer may also be referred to as the Declarant.

Section 7. "Declaration" shall mean and refer to the Declaration of the Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBER

Section 1. ANNUAL MEETING: The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event less than within one (1) year from the date of recording of the Declaration, and each subsequent regular meeting of Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING: Special meetings of the Members may be called at any time by the Board of Directors or by the President, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. PLACE OF MEETINGS: Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally or by mail at least ten (10) day before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such

notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners.

Section 8. ORDER OF BUSINESS: The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Report of officers.
(e) Report of committees.
(f) Election of Directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 9. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 10. DEVELOPER'S CONTROL: Except as provided in ARTICLE IV, Section 1, below Developer, or a person or persons authorized by it may appoint and remove the officers of the Association, and exercise powers and responsibilities of the Association; provided, however, that such control shall cease seven (7) years from 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 interest to purchasers, whichever time occurs first.

Section 11. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as the Developer shall own any Unit except for a Unit which Developer is using as a residence, Developer may use the Common Elements and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated hereon, including, but no limited to, in connection therewith, maintaining a sales office, maintaining a model unit, showing of property and erecting and maintaining signs on the Common Area.

ARTICLE IV

BOARD OF DIRECTORS
SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of three (3) Directors, at least two (2) of whom shall be a member of the Association, except that the initial Directors need not be members of the Association. Such Board shall be elected as follows:

(a) Prior to the conveyance of twenty-five (25%) percent of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Unit Owners shall be called, at which time one (1) member of the initial Board of Directors, or his successor, as designated by the Declarant, but not having previously tendered his resignation, and the Unit Owners, other than Declarant, shall elect one (1) new members of the Board of Directors.

(b) Subsequent to the special meeting called in accordance with paragraph (a) above but prior to the conveyance of fifty (50%) percent of the undivided interest in the General Common Elements by Declarant to purchasers, a special meeting of the Unit Owners shall be called, at which time one (1) member of the initial Board of Directors, or his successor, as designated by the Declarant,

shall tender his resignation, and the Unit Owners, other than Declarant, shall elect such number of new members of the Board of Directors shall consist of three (3) persons, including such new members as may have been elected pursuant to paragraph (a) above.

(c) Notwithstanding paragraphs (a) and (b) above, thirty (30) days after the conveyance of seventy-five (75%) percent of the undivided interests in the General Common Elements by Declarant to purchasers a special meeting of the Unit Owners shall be called at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations in accordance with paragraphs (a) and (b) above, shall tender their resignations, and the Unit Owners shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of three (3) persons, including such new members as may have been elected pursuant to paragraphs (a) and (b) above.

Section 2. INITIAL DIRECTORS: Notwithstanding any provision set forth in these By-Laws to the contrary, the "Declarant" shall designate the initial Board of Directors, none of which must be Unit Owners, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board of directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein. The names and addresses of the initial Directors are:

ROBERTA ALLIE
JOSEPH ELDREDGE
JEFFREY ALLEN GARDNER

Section 3. ELECTION AND TERM OF OFFICE: At the time of election of the full Board, the term of office of the first elected member of the Board of Directors shall be fixed at three (3) years, the term of office of the second elected Member of the Board of Directors shall be fixed at two (2) years, and the term of office of the last elected Member of the Board of Directors shall be fixed at one (1) year. If there is any conflict in determining the terms of office, the decision of the initial Directors shall control. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. Except in the event of death, resignation or removal, each Director shall hold office until his successor had been elected by the Unit Owners.

Section 4. REMOVAL: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. COMPENSATION: No Director shall receive compensation for any service he may render to the Association as such. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Board of Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETING: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third of the Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 3. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. WAIVER OF NOTICE: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Members of the Board of

Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. In addition to their other authority, the Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;

(b) Employ and dismiss employees and agents:

(c) Adopt and publish rules and regulations governing the use of the Common elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this association and not reserved to the Membership by other provisions of these By-Laws or the Declaration;

(e) Employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Directors), or otherwise dealing with Units acquired by and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners.

(m) Grant licenses for vending machines and laundry machines.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the Members who are entitled to vote;.

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common elements;

(i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on that Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full.

(j) Grant easements through or over Common Elements;

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(l) Make contracts and incur liabilities in connection with the operation of the condominium;

(m) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent;

(n) Deny the right to Vote at an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The offices of this Association shall be a President, Vice-President, and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM: Each officer of this Association shall be elected annually by the Board and each shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the board. Any officer may resign at any time, by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES: The offices of Vice President and Secretary, Vice President and Treasurer, Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer or designate shall receive and deposit in the appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public account at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any mortgagee. The Declaration, Articles and the By-Laws as well as annual reports of the Association shall be available for inspection by any member or any mortgagee at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XII

SALE AND LEASE OF UNITS

Section 1. SALES AND LEASES: No Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests".

Section 2. LEASE: Any lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. Except as hereinbefore set forth, the form of any lease of a Unit shall be the then current form of apartment lease recommended by the Wisconsin Real Estate Board, with such modifications as shall from time to time be required by the Board of Directors or be approved in writing by the Board of Directors.

Section 3. APPROVAL OF PURCHASE: The Board of Directors may not purchase a Unit without first obtaining the approval of the majority of Unit Owners present in person or by proxie, at a special meeting called for that purpose.

Section 4. FINANCING OF PURCHASE OF UNITS BY BOARD OF DIRECTORS: Acquisition of Units by the Board of Directors, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be acquired by the Board of Directors.

Section 5. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS: In the event that a Unit shall be acquired by the Board of Directors or its designee on behalf of all Unit Owners as tenants-in-common all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 6. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 7. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

ARTICLE XIII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of the Unit Owners having sixty-seven percent (67%) or more of the votes at a regular or special meeting of the Members.

ARTICLE XV

FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

IN WITNESS WHEREOF, the PRESIDENT of TOWNHOMES OF RIVER PLACE, INC., have hereunto set his hand this 4th day of January, 1997.

BY: _____
JEFFREY ALLEN GARDNER

Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COMDOMINIUMS OF RIVER PLACE

Document Title

This First Amendment to Declaration of Condominium of The Condominiums of River Place (this "Amendment") is made and entered into by the undersigned Owner(s) of Units within The Condominiums of River Place, pursuant to the Wisconsin Condominium Ownership Act.

Recording Area

Name and Return Address:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

PIN:

RECITALS

The Townhomes of River Place, Inc. established The Condominiums of River Place by subjecting certain property, described on Exhibit A, to a Declaration of Condominium recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on July 23, 1997, as Document No. 2231680, as previously amended (the "Declaration").

Section 5 of Article XIV of the Declaration provides that the Declaration may be amended by 75% of the Unit Owners. Collectively, the undersigned along with other owners who execute this Amendment, are presently the owners of more than 75% of the Units in the Condominium and desire to amend the Declaration as set forth below. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings ascribed thereto in the Declaration.

Now therefore, in consideration of the above, the undersigned hereby amend the Declaration as follows:

1. The description for Building 2426 Fox River Parkway and the living units therein shall be deleted in its entirety and replaced with the following:

"Building 2426 Fox River Parkway

This building is constructed principally of wood, with a brick and aluminum siding exterior, and asphalt shingles, is two (2) stories in height and contains ten (10) living units.

Unit A – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage.

Unit B – having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, three (3) bedrooms on the 2nd floor, one (1) one-half (1/2) bathroom on the 1st floor and two (2) full bathrooms on the 2nd floor, and attached two (2) car garage.

Unit C – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit D – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit E – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on t he 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage.

Unit F – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage.

Unit G – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit H – having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, three (3) bedrooms on the 2nd floor, one (1) one-half (1/2) bathroom on the 1st floor and two (2) full bathrooms on the 2nd floor, and attached two (2) car garage.

Unit I – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit J – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage."

2. The description for Building 2420 Fox River Parkway and the living units therein shall be deleted in its entirety and replaced with the following:

"Building 2420 Fox River Parkway

This building is constructed principally of wood, with a brick and aluminum siding exterior, and asphalt shingles, is two (2) stories in height and contains ten (10) living units.

Unit A – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage.

Unit B – having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, three (3) bedrooms on the 2nd floor, one (1) one-half (1/2) bathroom on the 1st floor and two (2) full bathrooms on the 2nd floor, and attached two (2) car garage.

Unit C – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit D – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit E – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage.

Unit F – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage.

Unit G – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit H – having approximately 1520 square feet of living area and containing a living room, dining area, kitchen, three (3) bedrooms on the 2nd floor, one (1) one-half (1/2) bathroom on the 1st floor and two (2) full bathrooms on the 2nd floor, and attached two (2) car garage.

Unit I – having approximately 1183 square feet of living area and containing a living room, dining area, kitchen, two (2) 2nd floor bedrooms, one (1) one-half (1/2) bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached one (1) car garage.

Unit J – having approximately 1623 square feet of living area and containing a living room, dining area, kitchen, 1st floor bedroom or den, two (2) 2nd floor bedrooms and a loft area, one (1) full bathroom on the 1st floor and one (1) full bathroom on the 2nd floor, and attached two (2) car garage."

3. All references in the Declaration to "vinyl siding exterior" shall be deleted and replaced with "aluminum siding exterior."

4. In addition to the bathrooms described for Units A, F, G and L of 2406 Fox River Parkway, Units A, B, C and D of 2408 Fox River Parkway, Units A, B, C and D of 2410 Fox River Parkway, Units A, F, G and L of 2412 Fox River Parkway, Units A, C, D and F of 2414 Fox River Parkway, Units A, B, C and D of 2416 Fox River Parkway and Units A, E, F and J 2418 Fox River Parkway, each of the descriptions for the above-listed Units shall also include the following "one (1) one-half (1/2) bathroom on the 1st floor."

Except as provided above, the Declaration remains in full force and effect. This Amendment will be signed by the several Owners and their mortgagees in separate counterparts, and the Association is authorized to compile all such signature pages in order to facilitate recordation of the Amendment when adopted. Once this Amendment has been signed by a particular Owner or mortgagee, such consent may not thereafter be withdrawn on behalf of such Unit. The undersigned Owner(s) hereby authorize the Association or the proponent of this Amendment to contact the mortgagee of the Unit owned by the Owner(s) to obtain such mortgagee's consent to this Amendment.

Executed as of this ___ day of _____, 2002.

Owner(s) of Unit ____ of 24___ Fox River Parkway

_____
Name:_____

_____
Name:_____

_____
Name:_____

State of Wisconsin)
) ss
_____ County)

Personally before me, this _____ day of _____, 2002, came _____, _____, and _____, to me known to be the person(s) who executed the foregoing document and acknowledged that he/she/they executed the same for the purposes therein contained.

_____

Notary Public, State of Wisconsin
My commission:_____

This instrument was drafted by:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108
(414) 271-6560

Exhibit A

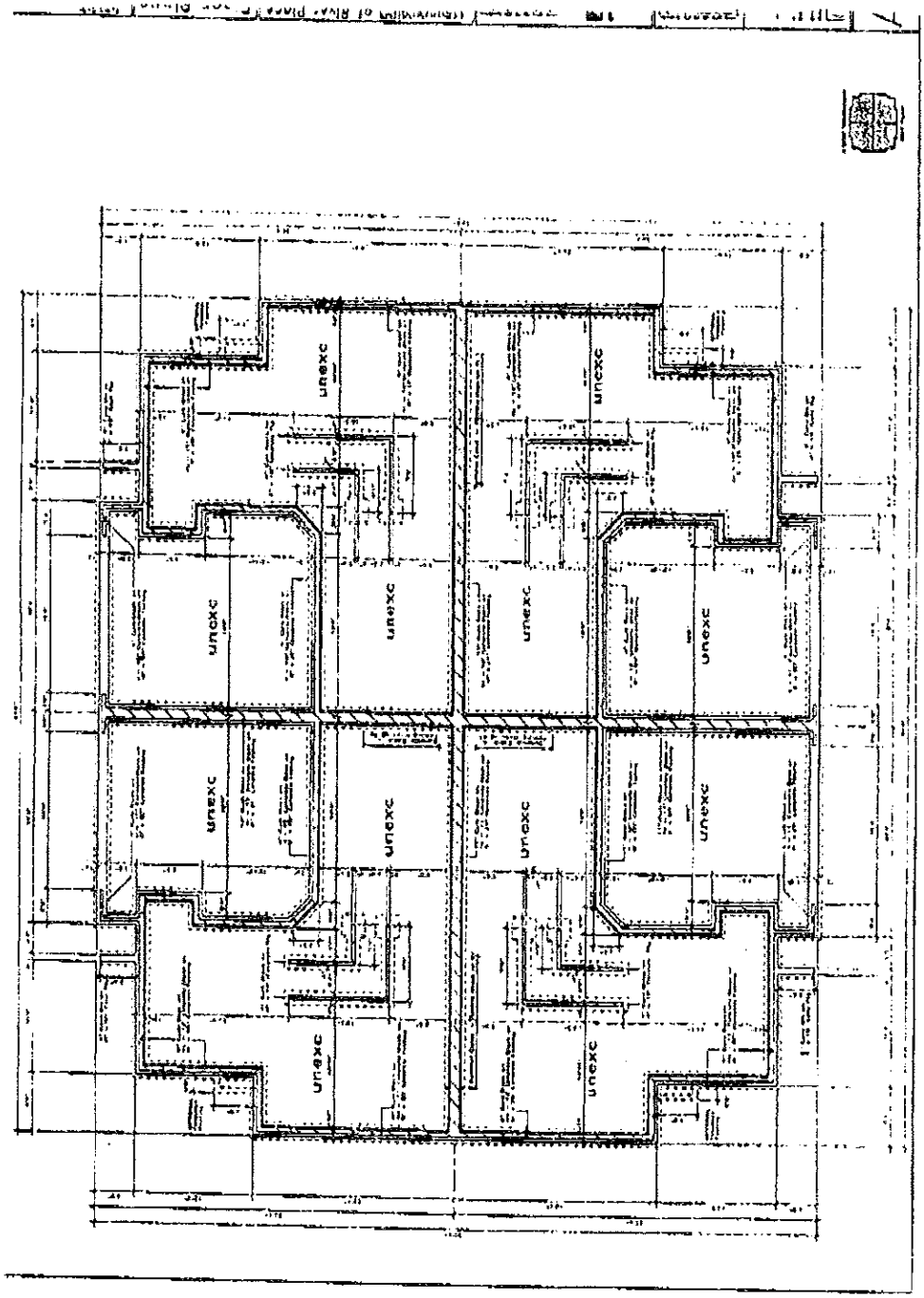
All of Outlot 1 in Block E in River Place Add'n No. 3 being a part SE ¼ and SW ¼ of the NW ¼ of Section 21, T 6 N, R 21 E, in the City of Waukesha, Waukesha County, Wisconsin.

and

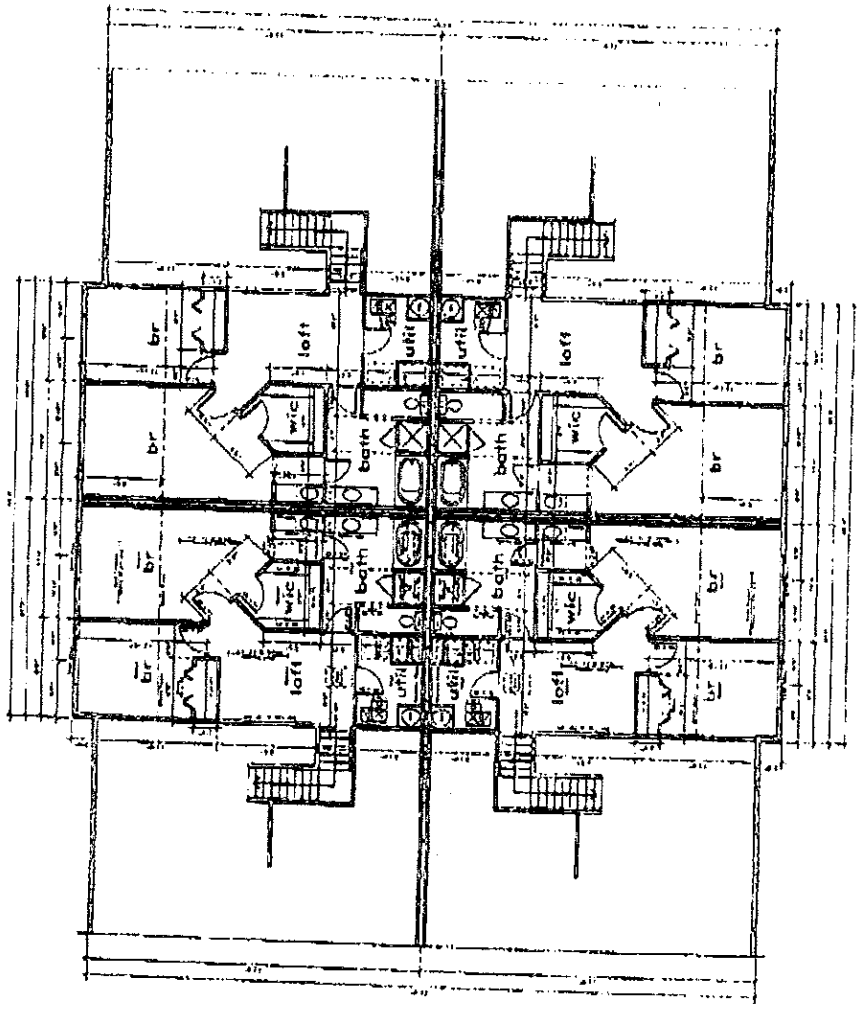
Parcel 1 of Certified Survey Map No. 8139, being a part of the SE ¼ of the NE ¼ of Section 20 and part of the SW ¼ of the NW ¼ of Section 21, all in T 6 N, R 19 E, in the City of Waukesha, Waukesha County, Wisconsin, recorded in Volume 71, pages 11 through 14 as Document No. 2166032.

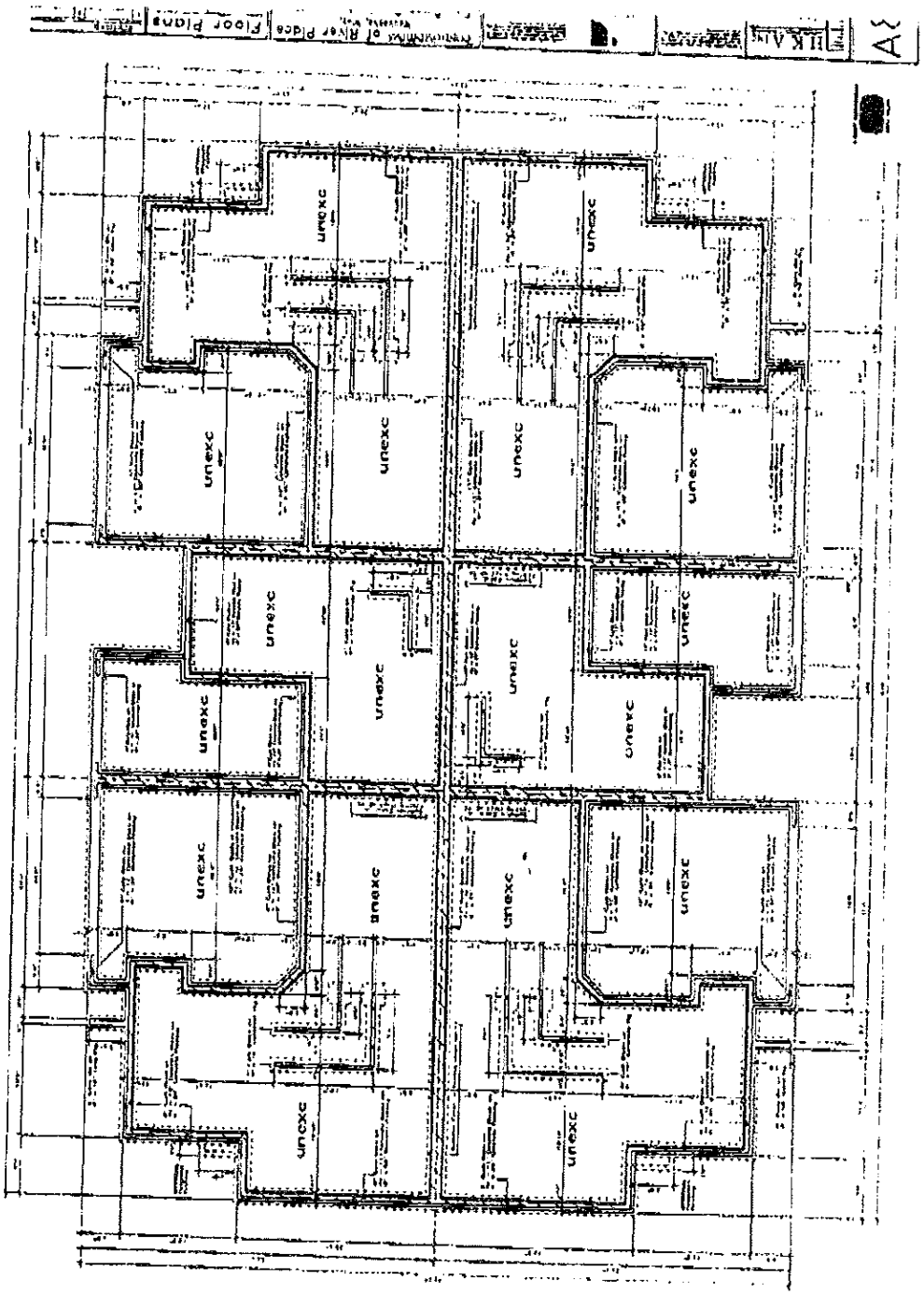
The above-described real estate is now known as all of the Units and their appurtenant common elements in the Condominiums of River Place.

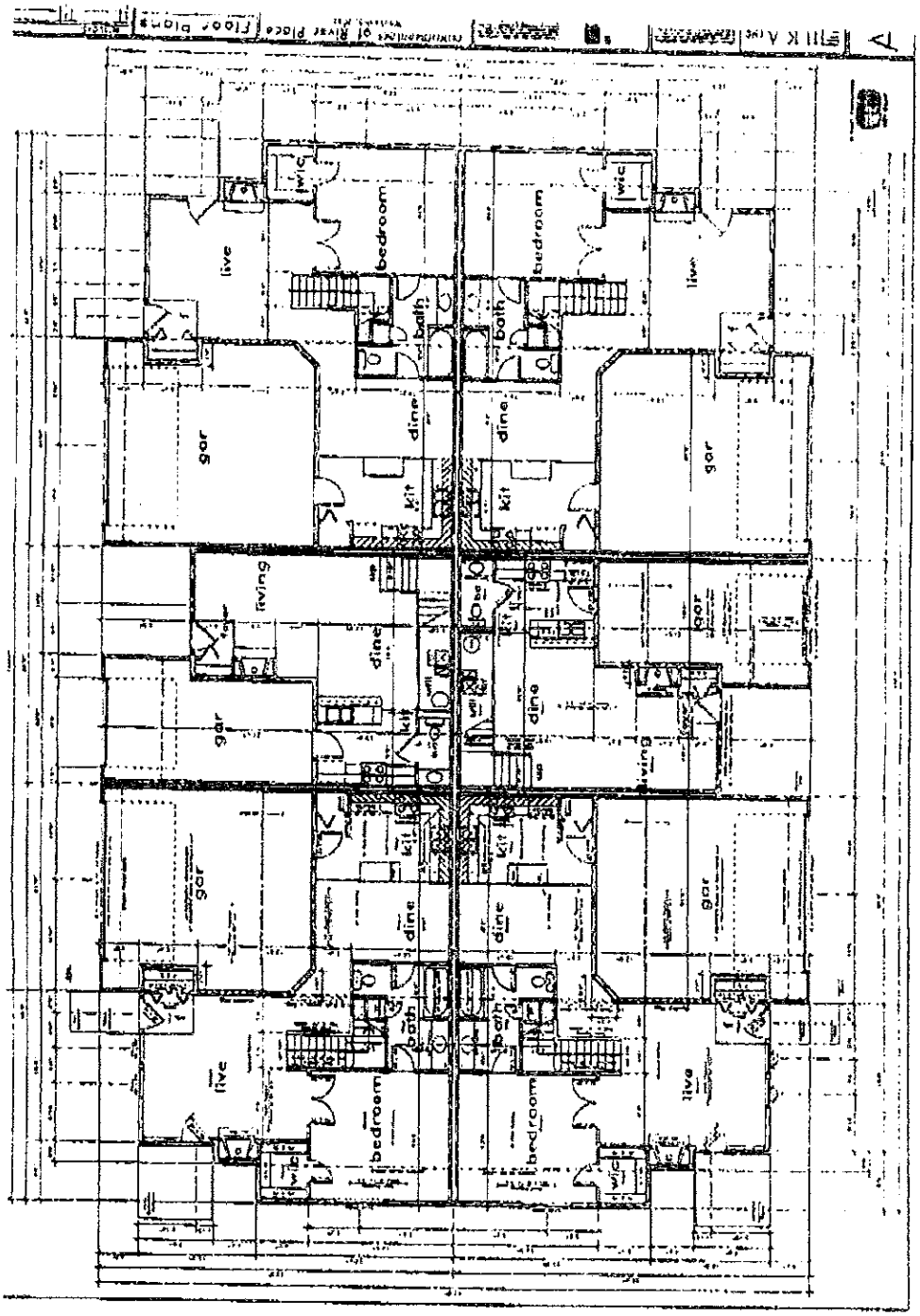
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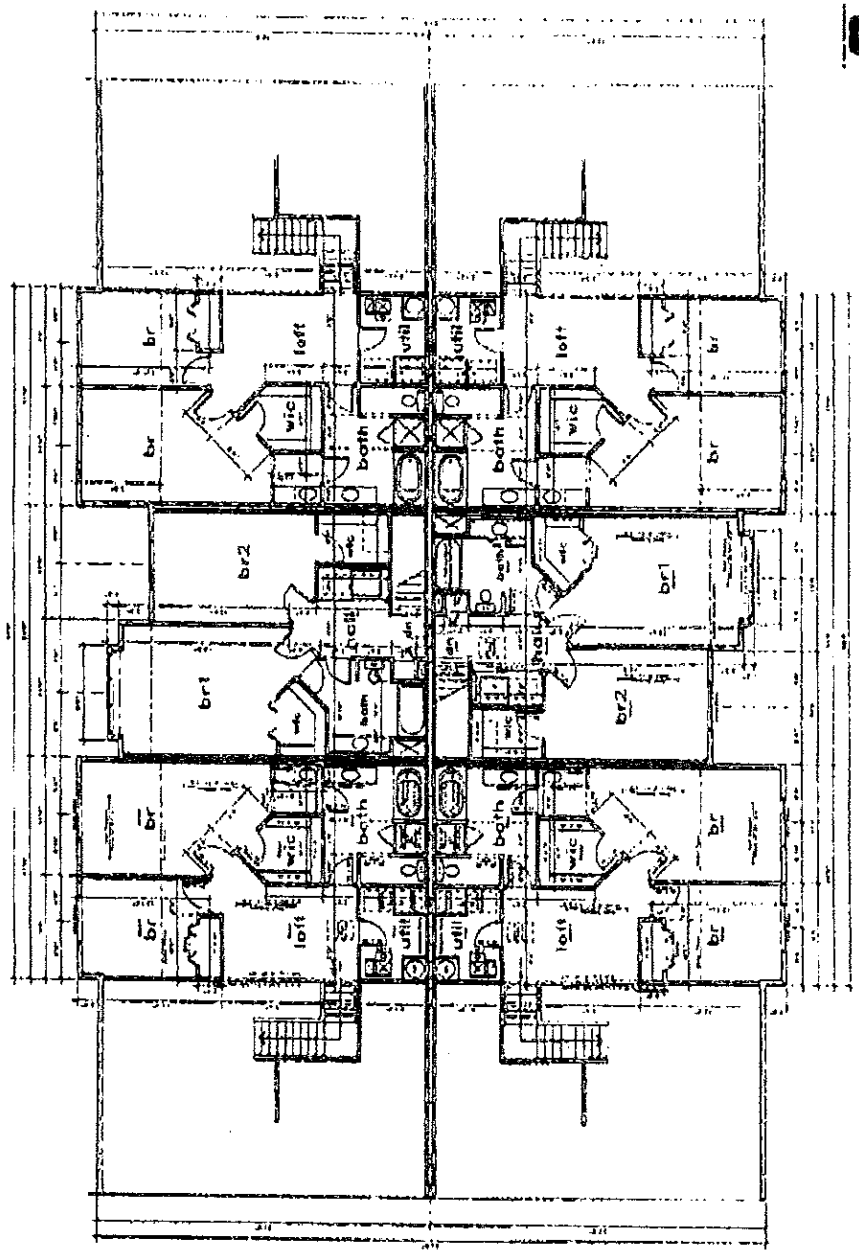
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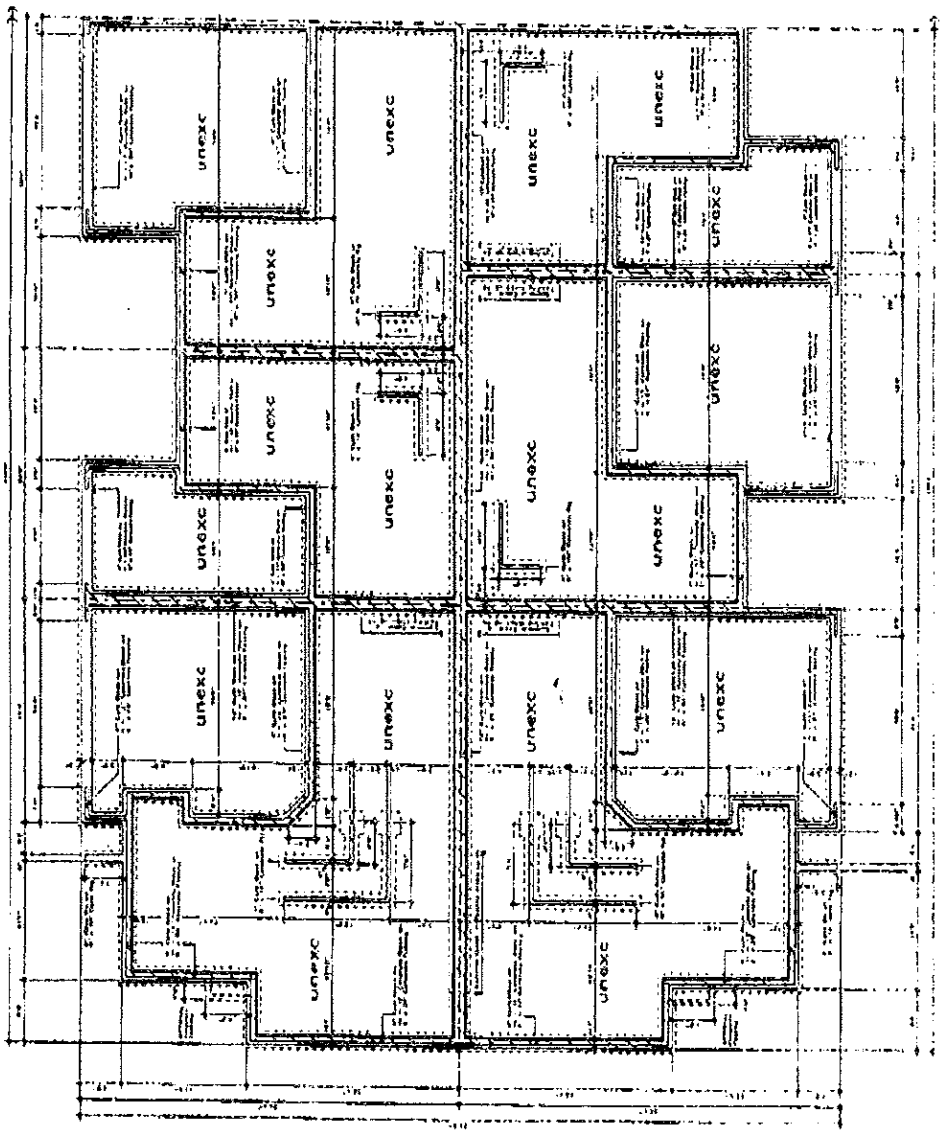

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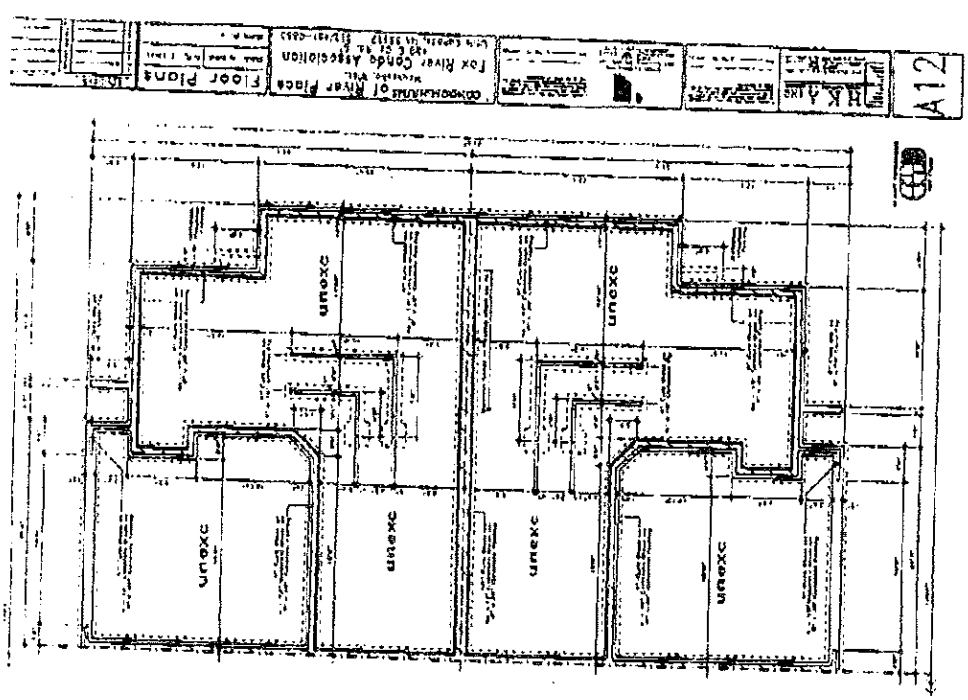

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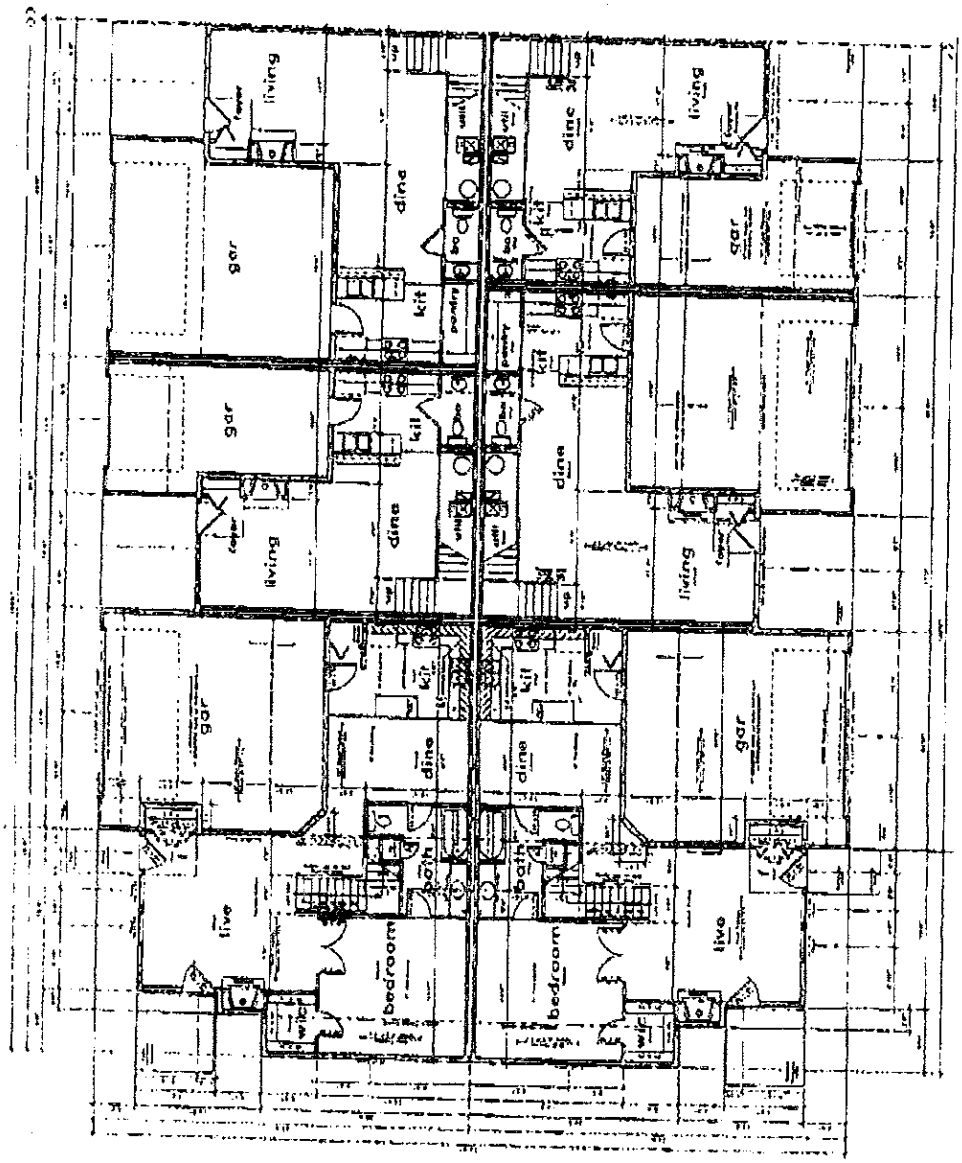
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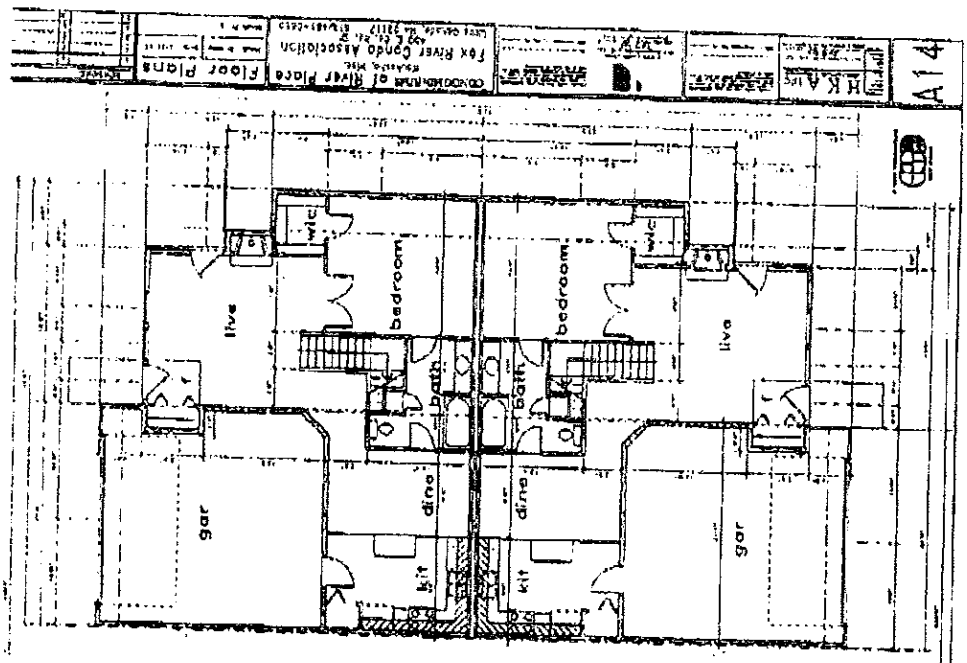


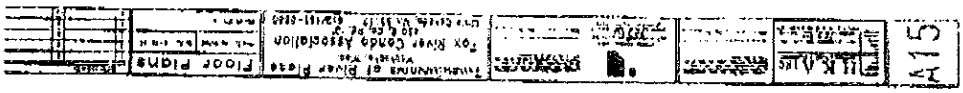
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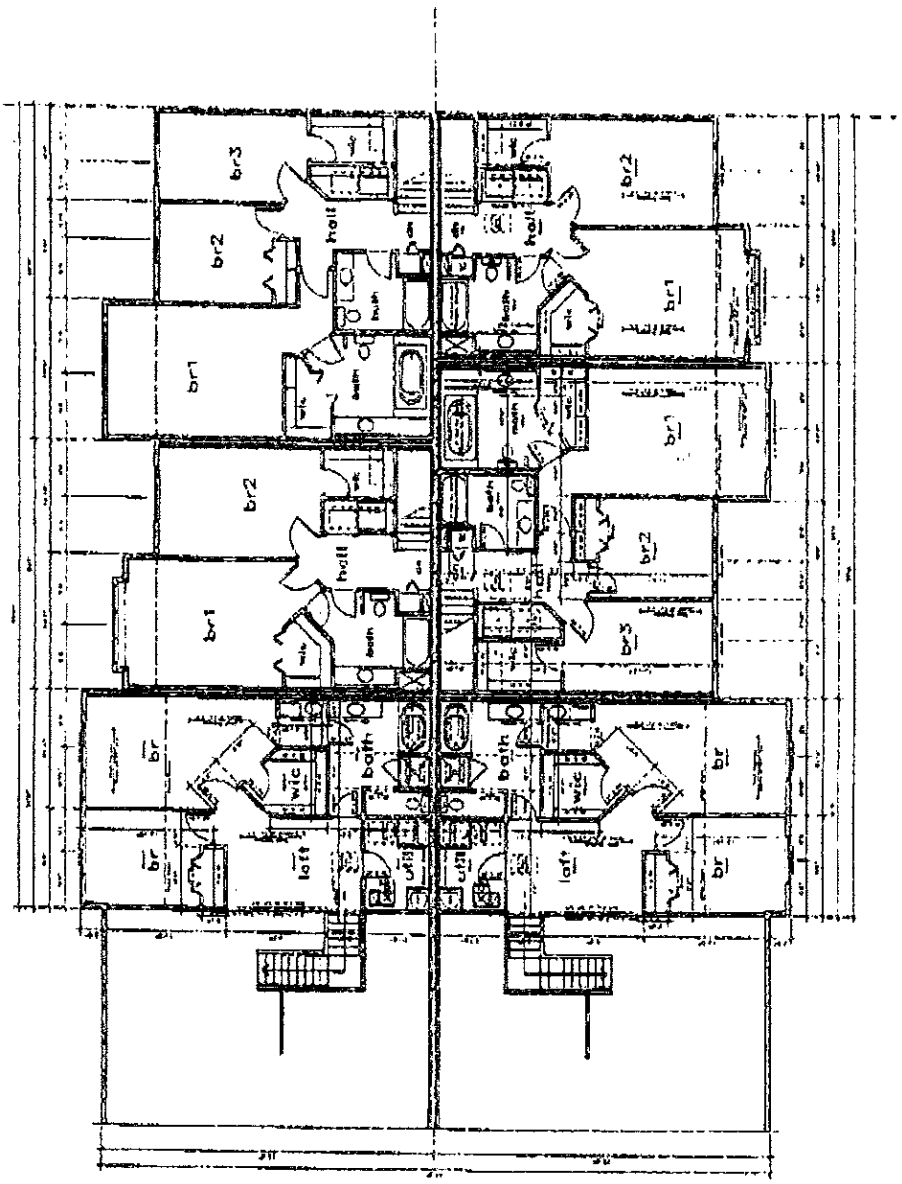

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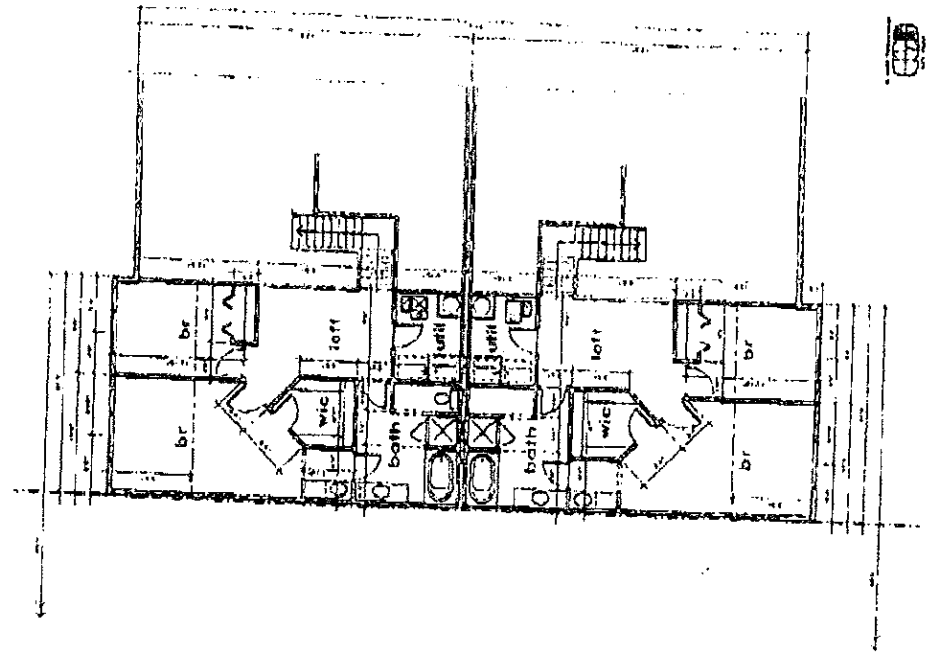

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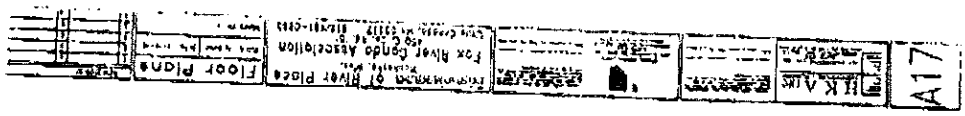

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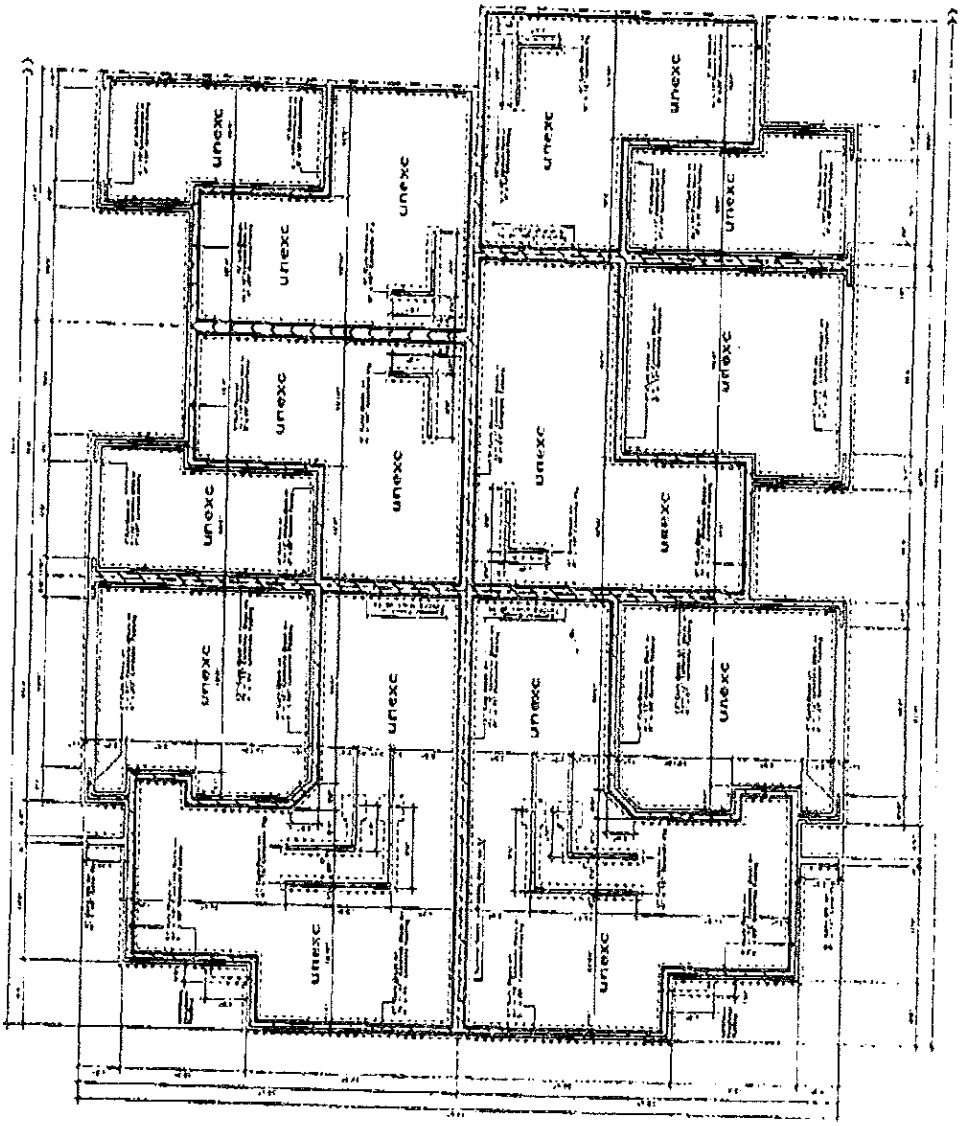




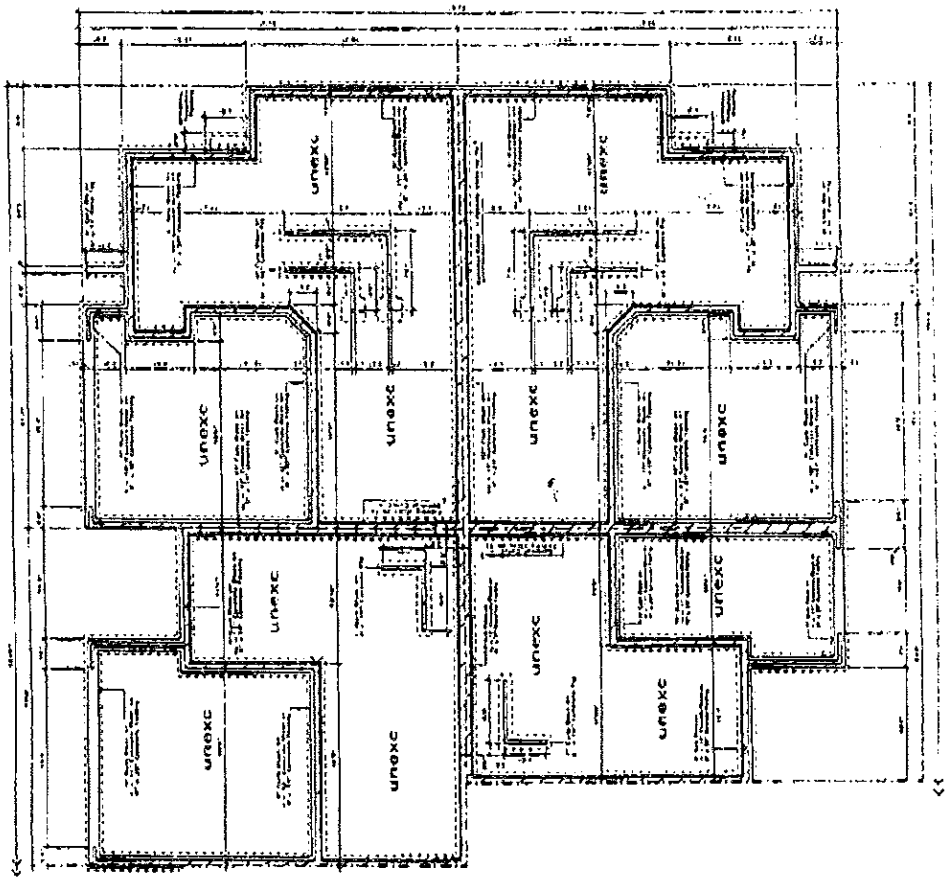
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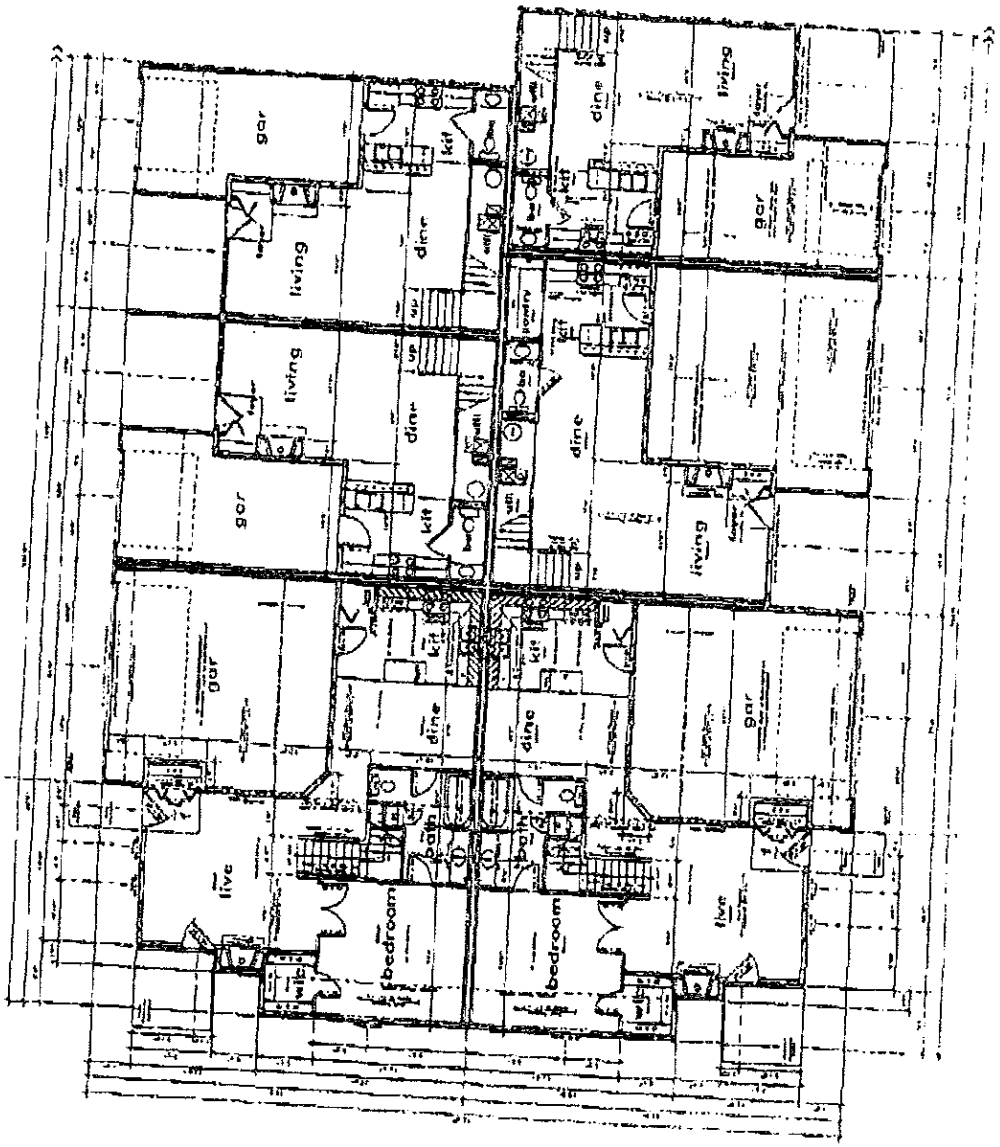

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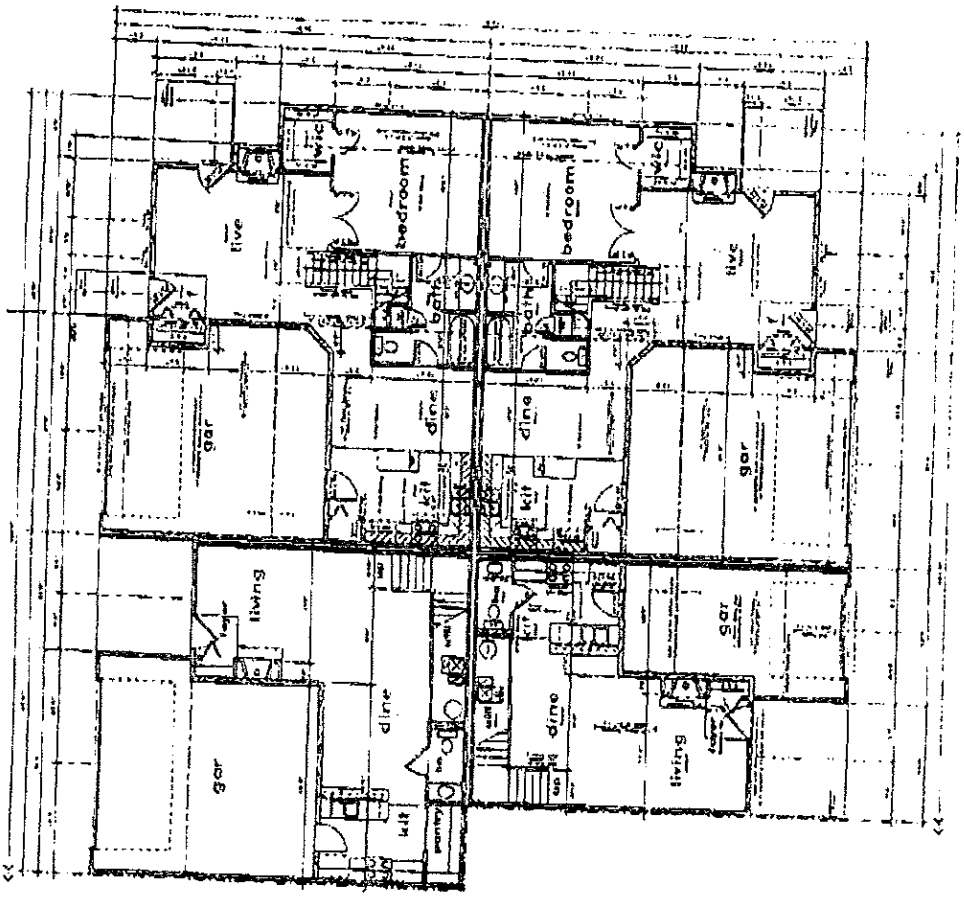




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TOWNHOMES OF RIVER PLACE WAUKESHA, WISCONSIN
COMMON ELEMENT RULES AND REGULATIONS

Adopted by the Board of Directors: June 5, 2002; revised January 4, 2006; revised May, 2008; revised September 1, 2011; revised June 1, 2012, revised June 1, 2014; revised May 1, 2015; Revised August 1, 2021

Effective: November 1, 2021

In order to co-exist in harmony, we all must abide by certain rules and regulations. Therefore, in an effort to ensure that property values are maintained and all residents of the Townhomes of River Place enjoy living as safe and stress-free as possible, the Board of Townhomes of River Place has prepared the following Rules and Regulations for the complex and its residents.

Item (c) under Section 1, of Article VI of the By-Laws of Townhomes of River Place, Inc., states that the Board of Directors has the power and duty to "Adopt and publish rules and regulations governing the use of the Common elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof." Item (g) under Section 2 states that it shall be the duty of the Board of Directors to cause the Common Elements to be maintained.

As defined by the Declaration, Common Elements shall mean and refer to the common areas and facilities consisting of the land and the entire premises described in the legal description of the land, "excepting the Units and excepting and subject to any structures built or improvement installed by or for public utilities."

Limited Common Elements are defined as those common elements reserved for the exclusive use of one or more, but less than all, of the owners of units located in one building. For example, the patio and the area immediately outside of a unit owner's garage where the resident's or guest's vehicle may be temporarily parked.

It is not the intent of the Board of Directors to police the complex looking for violations to these Rules and Regulations. However, it is hoped that these Rules and Regulations will serve as guidelines, which will encourage residents to abide by the Declaration, the By-Laws and these Rules. All governing documents will be enforced in order that unit owner's investments in property here will not diminish.

To report violations, please call Prospect Management Company at 414.540.0004 during business hours.

Board of Directors
Townhomes of River Place

SECTION I – Animals & Pets

1. All dogs shall be properly licensed and tagged and be in compliance with City of Waukesha ordinances.
2. No unit owner shall keep a dangerous or vicious dog within the premises in accordance with Wisconsin State statute (174.02) and Waukesha City ordinance (11.24).
   A. A dangerous dog is defined as one that has chased or approached a person in either a menacing fashion or an apparent attitude of attack, or attempted to otherwise endanger a person.
   B. A vicious dog is defined as one that has caused bodily injury or killed any person or another animal.
   C. This does not include dogs trained to assist law enforcement personnel in the performance of their duties, a dog acting to protect its owner from a person committing or attempting to commit a criminal trespass or other criminal offense, or a dog provoked because it is being teased, tormented or abused by a person.
3. No animal shall be kept, bred or maintained for commercial purposes.
4. Pets shall be restrained on a leash while on Fox River Condominium common elements.
5. Pet owners and/or keepers shall immediately clean up feces created by their pet as called for by City of Waukesha ordinances. Any feces removal equipment, i.e., containers, pooper scoopers, must be kept inside garage.
6. No pet shall be allowed to create a nuisance or unreasonable disturbance, or display undesirable behavior while within the common elements. A unit owner is responsible for the actions and clean-up of pets of anyone living in or visiting his or her unit and for the repair of any damage caused by a pet to the common elements property and deemed necessary by the Board of Directors or the management agent.
7. No pets shall be left unsupervised while outside. Pets shall not be tied, chained, caged or staked to a building, pillars, plantings, trees, grassy areas or other common elements. A chain or leash should be of sufficient length to prevent encroachment on a neighbor's area or common driving surfaces. Tie-out stakes are permitted in stone/mulch beds only; leashes or chains must be removed when not in use. Any damage to mowing equipment or sprinkler systems caused by a pet chain, leash or tie-out stake will be the dog/unit owner's responsibility.

SECTION II – Building Exteriors

1. Nothing shall be done to alter the appearance of buildings, grounds and common elements even on a temporary basis.
2. Permission must be obtained from the Board of Directors before placing any items within the common elements.
3. Items shall not be mounted to the siding of a building or any other common element.
4. Holiday lights and other decorations are allowed. Decorations shall be removed within 30 days after the holiday. Decorations may be temporarily secured on gutters and downspouts

using plastic fasteners only. Electrical cords shall not be placed in gutters and downspouts, or across sidewalks or driving surfaces.

5. Erecting or installing a radio or television antenna on roofs, siding or any other surface or within an attic is prohibited.
6. Satellite dishes may be installed in appropriate areas only after approval has been obtained from the Board of Directors. Appropriate areas for placement are on the patio or ground or on the side yard.
   A. To request approval for a satellite dish, owners shall complete and submit the Architectural Change form available from the management agent, along with a non-refundable $100 fee, providing a description of the installation site and the size of the satellite dish.
   B. No dish shall be placed on a roof or sides of a building or patio-dividing wall. Violation will result in a $300 assessment against the unit owner and removal of the dish.
   C. Size of dish shall not exceed 24 inches. Violation will result in a $300 assessment against the unit owner and removal of the dish.
7. Tampering with any solar light sensor, water closet heater or adjusting the irrigation system or its controls is prohibited. For example, if water from the in-ground sprinkling system needs to be redirected, contact the management agent to have the adjustments made.

SECTION III – General Grounds

1. Planting annual flowers in any existing shrub bed, flowerbed or tree ring area is allowed.
2. Adding or mixing non-conforming wood chips or decorative stones to the existing shrub bed, flower bed or tree ring is prohibited.
3. Small flower garden plots may be tactfully placed alongside patios after the Board of Directors approves an outline of the proposed garden tract.
4. Removing or altering planted flowers, shrubs, bushes or trees is prohibited.
5. Except for bird feeders, unit owners shall not leave food outside which may attract animals.
6. Any swimming pool larger than the standard child's wading pool is prohibited. Wading pools shall not be placed in a location that will cause damage to the grass.
7. The storage of baby carriages, bicycles, children's toys, wagons, playpens, sandboxes, or play structures, etc. is prohibited on the patio and within the common elements.
8. Items except tables, chairs and grills shall be removed from patios in the winter. No items shall be stored on sidewalks, mulch areas, or water room access areas at any time.
9. Portable athletic equipment, such as basketball hoops, may be temporarily placed immediately outside the unit owner's garage or approach to the garage where they will not impede traffic and/or emergency vehicles. Basketball hoops and similar items may not be used prior to 9 a.m. or after sunset and shall be kept in the garage or unit at night.
10. Care must be taken with the use of barbeque grills and outdoor heating units, which shall not be left unattended. Care must be taken to ensure that smoke and fumes do not create a nuisance for the occupants of other units. In accordance with Wisconsin State law, no grill shall be ignited within ten (10) feet of a building and must remain at least ten (10) feet from

the building until completely extinguished. Portable fireplaces and fire pits are strictly prohibited.

11. Games or other activities that create a nuisance, cause damage or disrupt the peace are prohibited within the common elements and limited common elements. Children playing in a common element area must be supervised at all times. No fireworks are allowed at any time in the entire complex.
12. Bicycles, skateboards, in-line skates and scooters shall be operated responsibly so as to not create a nuisance or liability problems on the common elements. Residents are encouraged to take advantage of the nearby bicycle path.
13. Operation of mini-bikes, go-carts, ATVs or snowmobiles on the property is prohibited.
14. Performing vehicle maintenance and/or restoration on the common elements is prohibited.

SECTION IV – Parking and Traffic

1. All drive-through areas, not including approaches to garages or visitor parking spaces, are considered fire lanes. No parking is allowed in these areas at any time.
2. The speed limit within the entire complex is 10 miles per hour.
3. All residents' vehicles shall be parked in the unit owner's garage or on the approach to the garage. Vehicles parked on the approach to a garage are not to impede emergency vehicles from having access to the fire lane. Resident's vehicles shall not be parked in other driveway locations or parking areas reserved for guests without a permit.
4. **In the event that a resident has a legitimate need for additional space for parking**, the resident may rent a "Reserved" parking spot in the visitor parking area at a cost of $75.00 per month. To do this, the resident will be required to complete a Reserved Parking Permit Request Form available from the management agent. Reserved Parking spaces have been designated throughout the guest parking area. The Parking Permits when issued will be specific to a designated "Reserved" parking space. Attempts will be made to assign a space which is as convenient as possible for the resident. Once a Reserved Parking Permit is issued, it may be used for any one vehicle registered to that permit at any given time. Information on the Parking Permit Request Form must include license number, make, model, and color of any and all vehicles which may be parked in their rented "Reserved" space. All parking spaces not marked "Reserved" are to be left open and available to Visitors. The parking permit is to be displayed prominently by hanging it from the rearview mirror with the unit number facing outward. **Any resident parking in a non-Reserved visitor space will also be in violation of this rule and subject to fine. Permits may not be duplicated and will be revoked if abused or used inappropriately. Refer to Section IX - Enforcement for information regarding assessments to be levied against a homeowner who violates this Rule.**
5. Guests may park only in designated parking spaces or along the street. Guest spaces are marked with yellow lines. All guest vehicles must comply with condominium association rules and regulations. Unit owners are responsible to ensure that guest vehicles comply with the parking regulations.

6. The following vehicles are not permitted in areas designated for guest parking: (a) a vehicle that belongs to a unit owner or lessee or a household member of a unit owner or lessee without a valid permit; (b) a vehicle that is in a state of disrepair rendering it incapable of being driven; (c) a vehicle that has not been used or moved for three consecutive days or more; and (d) a vehicle that does not have a valid license plate or current registration.
7. Boats, trailers, campers, RVs, mobile homes, semi-trailer cabs and similar vehicles are not to be parked or stored in the common elements.
8. It is illegal to park overnight on a City of Waukesha street without a permit. Permits for three-night, one-month and three-month parking may be obtained from the Waukesha Police Department for a fee. Call 262-524-3831 for more information.
9. Owners whose vehicles impede snow removal from the garage approach will be responsible for snow removal in that area, or be assessed a fee for additional plowing.
10. Parking a vehicle that blocks access to or from a neighbor's garage is strictly prohibited.
11. Parking in backup or turnaround areas is strictly prohibited.

SECTION V - Signs

1. One real estate or "For Sale" sign not exceeding 18 by 24 inches may be temporarily placed in front of a unit in the stone/mulch bed. Signs suspended from posts, and any other signs, posters, or advertising materials placed on walls, windows or patio doors are prohibited.
2. Signs at drive entrances, flags or extra unit signs are allowed on real estate open house days only. All must be removed at the end of the open house.
3. Signs announcing a garage sale, rummage sale, or estate sale are prohibited unless approved by the Board of Directors. If approved, a sign may be temporarily placed at the entrance of the driveway from the street. Unit owners are responsible for ensuring visitors comply with parking regulations.

SECTIONS VI – Alterations

1. No changes shall be made to the location of a unit's air-conditioning unit without the approval of the Board of Directors. Use the Architectural Change form available from the management agent to request approval to relocate an air-conditioning unit.
2. No alterations of windows or exterior doors are permitted without the approval of the Board of Directors. Use the Architectural Change Form available from the management agent to request approval to alter or replace any exterior windows or doors.

SECTION VII – Garbage

1. All garbage and items to be recycled shall be stored in receptacles. Each unit owner should place their address on their receptacles.
2. Recyclable items should be separated from the garbage and placed in the bin provided to all residents. Additional bins may be purchased from the City of Waukesha Engineering Department located in the Annex across the street from City Hall.

3. Garbage receptacles shall be placed outside the garage no earlier than the night before pickup (currently Fridays, or a day later if there has been a holiday). Empty garbage containers must be returned to the garage within 24 hours of garbage pick-up day.
4. Residents are expected to bag all garbage and take the necessary steps to prevent recycling from blowing around. If trash or recycling has been scattered by wind, it is the responsibility of the offending resident to retrieve and dispose of it properly.

SECTION VIII – Lease or Sublease

1. A unit owner who rents his or her unit must use a written lease or rental agreement. The written lease or rental agreement shall contain a statement obligating all tenants to abide by the Declaration, Bylaws, and Rules and Regulations of the Association. A unit owner who leases their unit may, but is not required to, use the written lease form provided by the management agent on behalf of Board of Directors.
2. Any unit owner who enters into a lease or rental agreement for their unit shall provide the management agent with a copy of such lease or rental agreement at least five (5) business days prior to the tenant's anticipated occupancy.
3. The rights and obligations of any tenant of any unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the unit owner shall be liable to the Association for tenant violations of the Condominium Documents or damage to common areas caused by tenants, whether or not the unit owner has actual knowledge of the tenant's conduct.
4. Unit owners shall provide their tenants with a copy of all the Condominium Documents including, but not limited to, a copy of these Rules and Regulations. A signed receipt of same shall be provided to the management agent.
5. No unit shall be leased or rented for a period of less than twelve (12) months.
6. No rooms in any unit may be rented, and no transient tenants may be accommodated.
7. All unit owners who lease to a tenant shall provide to the management agent the name and contact information of the tenant as well as any agent retained by the unit owner to manage the unit on the owner’s behalf. The unit owner is responsible at all times for the enforcement of the Association Rules and Regulations and Architectural Standards in accordance with the Declaration and By-laws.

SECTION IX – Enforcement

After determining there is a violation of the Declaration, the By-Laws or these Rules and Regulations adopted by the Board of Directors of the Townhomes of River Place, the management agent shall notify the unit owner and resident in writing of the violation.

Assessments may be levied against a unit owner in the amount of $50 for the first violation, $100 for the second violation and $100 for the third and subsequent violations. If the violation does not pose a danger, the unit owner charged will have 10 days to remedy the situation to abide by the Declaration, the By-Laws and the Rules and Regulations before assessments are actually

levied for the initial violation only. If a dangerous violation exists, the unit owner will be ordered to remedy the situation immediately.

There will be no grace period regarding assessments levied for a similar subsequent offense once it has been determined that a resident is guilty of an offense.

Any unit owner or resident who receives notice of a violation may, within seven working days after receipt of such notice, ask for an informal hearing before the Board of Directors. An informal hearing shall be held (1) within seven working days, (2) at a time convenient to both parties, or (3) at the next regularly scheduled board meeting. The Board of Directors shall take no action until the informal hearing has been held and notice of the final decision of the Board of Directors has been delivered to the unit owner and resident. The decision of the Board of Directors will be rendered within three working days after the hearing. Decisions will be final and binding.

Should no request for an informal hearing be received by the management agent within seven working days after the unit owner and/or resident is notified of the violation, the unit owner or resident acknowledges that the violation is justified and the assessments are to be submitted to the management agent within 30 days of the date of the first notice. If the violation is not corrected as a first offense, subsequent assessments will be levied and legal action may be initiated. As a final measure, a lien may be placed against the unit owner's property until the matter is resolved.

In addition to the assessment levied against the unit owner, any expenses incurred by the Board of Directors or the management agent in connection with the enforcement of the Fox River Condominium Declaration, its By-Laws and the Association's Rules and Regulations, including amendments to the rules and regulations that may have been adopted by the Board of Directors shall be charged to the offending unit owner or resident.

RESOLUTION OF THE BOARD OF DIRECTORS

Fox River Condominium Association, Inc.

DATE: May 9, 2018

Recitals

WHEREAS, it is the objective of the Fox River Condominium Association, Inc. to remain on the FHA Condominium Approval List for lending to unit owners or prospective unit owners;

WHEREAS, in order to comply with current FHA condominium approval requirements, the Board of Directors must amend the leasing restrictions and regulations in the Rules and Regulations; and

WHEREAS, the Board of Directors has the power and authority to amend the Rules and Regulations of the Association pursuant to Article VI, Section 1 of the Bylaws.

Resolution

THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

Section VII of the Rules and Regulations titled "Lease or Sublease" is amended by deleting the ~~strikethrough~~ language and inserting the underlined language as follows:

SECTION VIII – Lease or Sublease

~~1. A unit owner who wishes to lease a unit must contact the Association's management agent. The management agent shall verify in writing that the unit owner may lease the unit. If the unit owner(s) does not have a signed lease within 60 days of the written verification notice that their unit may be leased, the notice expires and the unit owner(s) must reapply. The management agent shall maintain a dated list of unit owner(s) requesting verification that their unit may be leased.~~

~~2.~~1. A unit owner who rents his or her unit must use a written lease or rental agreement. The written lease or rental agreement shall contain a statement obligating all tenants to abide by the Declaration, Bylaws, and Rules and Regulations of the Association. A unit owner who leases their unit ~~must~~ may, but is not required to, use the

~~approved~~ written lease form provided by the management agent on behalf of Board of Directors. ~~The lease does not permit subletting. Standard terms of such approved form may not be altered or amended without the express written consent of the Board of Directors.~~

~~3.~~2. Any unit owner who enters into a lease or rental agreement for their unit shall provide the management agent with a copy of such lease or rental agreement at least five (5) business days prior to the tenant's anticipated occupancy. ~~No lease shall be binding on the parties without the consent of the Board of Directors.~~

~~4.~~3. The rights and obligations of any tenant of any unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the unit owner shall be liable to the Association for tenant violations of the Condominium Documents or damage to common areas caused by tenants, whether or not the unit owner has actual knowledge of the tenant's conduct.

~~5. Unit owner is responsible for paying a security deposit to the Association in the amount of three times the current monthly dues. The security deposit must be sent in with the signed lease agreement.~~

~~6.~~4. Unit owners shall provide their tenants with a copy of all the Condominium Documents including, but not limited to, a copy of these Rules and Regulations. A signed receipt of same shall be provided to the management agent.

~~7.~~5. No unit shall be leased or rented for a period of less than twelve (12) months. ~~Unit owner(s) will not be allowed to purchase property for investment purposes.~~

~~8.~~6. No rooms in any unit may be rented, and no transient tenants may be accommodated.

~~9.~~7. All unit owners who lease to a tenant shall provide to the management agent the name and contact information of the tenant as well as any agent retained by the unit owner to manage the unit on the owner's behalf. The unit owner is responsible at all times for the enforcement of the Association Rules and Regulations and Architectural Standards in accordance with the Declaration and By-laws.

BE IT FURTHER RESOLVED, that the amendments contained herein shall be effective seven (7) days after unit owners are given notice of same.

Resolution Considered at Meeting, April 24, 2018 (Date)

Motion made by: Connie Gerhardt

Seconded: James Hargraves
(Yes/No)

In Favor: ALL
Opposed: NONE

Signed: Kristine Rausch Polley
Secretary

Date: May 9, 2018