DECLARATION OF BROOKWOOD CONDOMINIUM

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DECLARATION
OF
BROOKWOOD CONDOMINIUM

Titletown Townhouse Development, LLC, a Wisconsin limited liability company, hereby declares:

1. **Introduction and Submission.**

1.1 The Realty. The Declarant (as hereinafter defined) owns fee title to an interest in certain real property located in Brown County, Wisconsin, as more particularly described in **Exhibit "1"** attached hereto (the "Realty"). The Realty is located approximately at 1100 Brookwood Drive, Ashwaubenon, Wisconsin 54304.

1.2 Submission Statement. Except as set forth herein, the Declarant hereby submits the Realty and all improvements erected or to be erected thereon and all other property, real, personal (excluding any furniture and/or furnishings within a Unit and any equipment or property temporarily stored within the Realty) or mixed, now or hereafter situated on or within the Realty - but excluding (i) all public or private (e.g. cable television) and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations, technology wires, cables or other equipment therein or thereon reserved by the company installing same (to the extent ownership of same is reserved to the company in the agreement allowing the installation of same), (ii) the Common Areas (as defined in the Master Covenants) and (iii) all leased property therein or thereon - to the condominium form of ownership and use in the manner provided for in the Wisconsin Condominium Ownership Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Realty, and no portion of the Common Areas, shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Wisconsin Condominium Ownership Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

1.3 Name. The name by which this condominium is to be identified is **BROOKWOOD CONDOMINIUM** (hereinafter called the "Condominium").

1.4 Address. The Condominium is located at 1100 Brookwood Drive, Ashwaubenon, Wisconsin 54304.

1.5 Registered Agent. The Association's initial registered agent to receive service of process on behalf of the Association is Corporation Service Company and such registered agent's address is 8040 Excelsior Drive, Suite 400, Madison, WI 53717. The Association may designate a successor to such registered agent or change the address of the registered office, without the necessity of amending this Declaration, by filing with the Department of Financial Institutions of the State of Wisconsin any of the documents permitted by Section 181.0502 of the Wisconsin Statutes, as it may be amended, to effect such change

2. **Definitions**. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

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2.1 "Act" means the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means **BROOKWOOD OWNER'S CONDOMINIUM ASSOCIATION, INC., a Wisconsin nonstock corporation**, the sole entity responsible for the operation of the Common Elements of the Condominium.

2.5 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members, if any.

2.6 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association.

2.7 "Building" means the structure(s) in which the Units and the Common Elements, if any, are located, regardless of the number of such structures, which are located on the Condominium Property.

2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

2.9 "Common Areas" shall have the meaning set forth in the Master Covenants governing the overall Titletown project. To the extent the Condominium has any rights in and to the Common Areas contained within the overall Titletown project, such rights, if any, are described in the Master Covenants, as amended from time to time.

2.10 "Common Elements" means all of the Condominium Property except the Units. The Condominium has been established in such a manner to minimize the Common Elements. Most components which are typical "common elements" of a condominium have instead been designated herein as part of the Shared Components of the Shared Components Unit, or as part of the Common Areas under the Master Covenants. No portion of the Common Areas or Shared Components shall be deemed Common Elements hereunder.

2.11 "Common Expenses" mean all expenses and surpluses incurred by the Association for the operation, maintenance, management (including management fees), repair, replacement or protection of the Common Elements, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, this Declaration, the Articles or the Bylaws. Common Expenses shall not include any separate obligations of individual Unit Owners, including, without limitation, any sums payable to the SCU Owner (as hereinafter defined) and/or to the Master Association.

2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.

2.13 "Condominium Unit" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.14 "Condominium Property" means the Realty, Improvements and other property or property rights described in Section 1.2_hereof, subject to the limitations thereof and exclusions therefrom, including, without limitation, any and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.15 "County" means the County of Brown, State of Wisconsin.

2.16 "Declarant" means **Titletown Townhouse Development, LLC, a Wisconsin limited liability company**, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned in writing, by instrument recorded in the Public Records of the County. Except as otherwise required by the Act, Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant as are specifically assigned to it (with all other Declarant rights and all Declarant obligations remaining with the assignor, unless expressly provided to the contrary). Except as otherwise required by the Act, any such assignment may be made on a nonexclusive basis, with the allocation of Declarant's rights and obligations to be as set forth in the instrument of assignment (failing which each Declarant shall, during any period while multiple Declarants exist, be jointly and severally obligated for all obligations of Declarant, and shall jointly share all rights of Declarant). The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

2.17 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

2.18 "First Mortgagee" means any person or entity holding a first mortgage on a Unit or Units.

2.19 "Impositions" shall mean the share of the funds required for the payment of the Master Expenses which from time to time are imposed against the Unit Owners. Impositions are not deemed Assessments hereunder.

2.20 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property including, but not limited to, the Building(s).

2.21 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, government sponsored entity, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any lender advancing funds to Declarant secured by an interest in any portion of the Condominium Property, or any other lender generally recognized as an institutional lender, or the Declarant (or affiliates of the Declarant), holding a first mortgage on a Unit or Units.

2.22 "Life Safety Systems" mean and refer to any and all emergency lighting, emergency generators, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed part of the Shared Components hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be

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deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding anything herein contained to the contrary, any portion of the Life Safety Systems, as defined above, which serves any other Lot governed by the Master Covenants and/or the Common Areas, shall be deemed excluded from the Life Safety Systems hereunder, and be deemed to be part of the Common Areas. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems.

2.23 "Limited Shared Components" shall mean and refer to such portions of the Shared Components, identified as "L.S.C." on **Exhibit "2"** attached hereto, or otherwise described herein, which are intended and reserved for the exclusive use (subject to the rights, if any, of the County, the Village, the Shared Components Unit Owner and the public) of the Owners of specific Units, to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Shared Components shall include the Limited Shared Components.

2.24 "Master Association" shall have the meaning given in the Master Covenants.

2.25 "Master Covenants" mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Titletown, recorded on December 5, 2019 as Document No. 2884247 with the Register of Deeds of the County, all as now or hereafter amended, modified or supplemented.

2.26 "Master Expenses" shall mean and refer to any and all assessments, charges and/or sums payable by the Unit Owners and/or Association pursuant to, and in accordance with the Master Covenants. The Master Expenses are not Common Expenses.

2.27 "Percentage Interests" shall have the meaning ascribed to it in Section 5.1 below.

2.28 "Permitted User" shall mean any person who occupies a Unit or any part thereof with the permission of the Unit Owner, including, without limitation, Tenants (as hereinafter defined), members of such Unit Owner's or Tenant's family and his, her or its agents, guests, licensees, employees, customers, business invitees and personal invitees.

2.29 "Project Standard" shall mean the highest of the following standards: the standard required to maintain and operate the Condominium Property (including, without limitation, all Residential Units therein) in a condition and a quality level no less than (i) that which existed at the time that the initial construction of the Condominium was completed (ordinary wear and tear excepted), (ii) that required by the Master Covenants or (iii) to the extent that the Condominium Association and/or SCU Owner enters into a license agreement, management agreement or similar agreement with a brand or other third party which allows usage of a branded name or marks affiliated with the owner of the brand or third party, the standard which is required to maintain the use of the branded name or marks affiliated with such brand or third party. The Condominium Property (and all Residential Units therein), Common Elements and the Shared Components shall at all times be maintained and operated at physical, operational and service levels which are consistent with the Project Standard.

2.30 "Realty" shall have the meaning given to it in Section 1.1 above.

2.31 "Residential Unit" means and refers to each of the Units other than the Shared Components Unit. References herein to "Units" or "Condominium Units" shall include Residential Units unless the context prohibits or it is otherwise expressly provided.

2.32 "Residential Unit Owner" means and refers to the owner(s) from time to time of any Residential Unit.

2.33 "Shared Components" means, notwithstanding anything to the contrary depicted on the survey/plot plan attached hereto as Exhibit "2", all of the Condominium Property, less and except, (1) the Common Elements, and (2) the Residential Units. Without limiting the generality of the foregoing, to the extent contained within the Condominium Property, the following components of the Improvements shall be deemed Shared Components:

(a) The Limited Shared Components, as defined in Section 2.23 above,

(b) any and all structural components of the Improvements, including, without limitation, all exterior block walls, exposed structural or decorative members,

(c) all exterior finishes (glass, paint, brick, stucco etc.), asphalt, pavers and landscaping which is not part of a Unit or labeled as a Limited Shared Component,

(d) all balconies, terraces and lanais serving more than one Unit, provided that the enclosed backyard of each Unit and any and all balconies, terraces and lanais serving only one Unit shall be a Limited Shared Component to the Unit to which they are appurtenant.

(e) all sidewalks, driveways and parking areas (other than private parking garages serving only one (1) Residential Unit which shall be part of, or for the exclusive use of, such Residential Unit),

(f) all hallways and/or stairways serving more than one Unit and/or a Unit and the Common Elements, and

(g) all utility, mechanical, electrical, telephonic, telephone switchboard, Life Safety Systems, telecommunications, plumbing and other systems serving more than one Unit and/or a Unit and the Common Elements, if any, including, without limitation, all wires, conduits, pipes, ducts, transformers, cables and other apparatus used in the delivery of the utility, mechanical, telephonic, telecommunications, electrical, plumbing, Life Safety Systems and/or other services or systems.

Notwithstanding the designation of certain areas as Shared Components, the SCU Owner shall have the right to regulate the use thereof. Further, notwithstanding their designation as Shared Components, subject to the right of the SCU Owner to regulate their uses, and the limitations set forth in the Master Covenants or in this Declaration, the fenced patios, fenced-in yards, balconies, lanais and/or terraces, if any, directly serving a Unit shall be reserved for the exclusive use of the Unit afforded direct access thereto and that exclusive use right shall be a Limited Shared Component appurtenance which passes with title to the Unit. Notwithstanding anything herein, or in any of the exhibits hereto, contained to the contrary, the Shared Components shall be deemed part of the Shared Components Unit. Notwithstanding the designation of the Shared Components, the SCU Owner shall have the right, from time to time, to expand, alter, relocate and/or eliminate the portions of the Shared Components Unit deemed Shared Components, without requiring the consent or approval of the Association or any Owner, provided that any portions withdrawn are not, in the reasonable opinion of the SCU Owner essential to the structural integrity of the Residential Units, the provision of utilities and utility services to the Residential Units, and/or the provision of pedestrian access to and from the Residential Units (without in each instance the consent of the

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affected Unit Owners). In furtherance of the foregoing, the SCU Owner also reserves the absolute right at any time, and from time to time, to construct additional facilities within the Shared Components Unit and to determine whether same shall be deemed Shared Components. It is expressly contemplated that persons other than Unit Owners shall be granted use rights in and to certain of the facilities within the Shared Components of the Shared Components Unit (such determination to be made in the sole and absolute discretion of the SCU Owner).

2.34 "Shared Components Costs" shall mean and refer to all of the following: (a) any and all costs incurred by the SCU Owner in (or reasonably allocated to) the repair, replacement, improvement, maintenance, management and operation of the Shared Components, (b) a commercially reasonable management fee payable to the SCU Owner, (c) any ad valorem taxes, if any, imposed upon the SCU, (d) any and all costs for insurance of, or allocable to, the Shared Components, (e) reasonable reserves, if established by the SCU Owner, for the repair and/or replacement of Shared Components and/or to offset any deductibles under any insurance policies, (f) and any assessments payable by the SCU Owner to the Association and/or the Master Association and/or under the Master Covenants, and (g) Master Expenses and Impositions. The Shared Components Costs are not Common Expenses.

2.35 "Shared Components Manager" shall mean the entity, if any, retained by the Shared Components Unit Owner from time to time to manage the Shared Components Unit, or in the absence of such an entity, the Shared Components Unit Owner.

2.36 "Shared Components Unit" or "SCU" means and refers to the "Shared Components Unit" as identified on Exhibit "2" attached hereto, which includes the Shared Components (as hereinafter defined). References herein to "Units" or "Condominium Units" shall include the Shared Components Unit unless the context would prohibit or it is otherwise expressly provided.

2.37 "Shared Components Unit Owner" or "SCU Owner" means and refers to the owner(s) from time to time of the Shared Components Unit. As set forth in the Master Covenants, the Shared Components Unit Owner (and not the Condominium Association) shall be deemed to be the Residential Condominium Association for the Condominium.

2.38 "Tenant" shall mean any person who is legally entitled to the use and enjoyment of all or any portion of a Unit under a lease, rental or tenancy agreement, exchange arrangement, concession agreement, or similar entitlement with or from a Unit Owner, which is not a violation of the provisions of this Declaration or the Master Covenants. Tenant is included in the definition of Permitted User.

2.39 "Unit" means a part of the Condominium Property which is subject to exclusive ownership, and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Residential Units and the Shared Components Unit.

2.40 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Unit.

2.41 "Village" shall mean and refer to the Village of Ashwaubenon, a municipality located within the County.

Unless the context otherwise requires, any capitalized term not defined but used herein which is defined in the Master Covenants shall have the meaning given to such word or words in such document.

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3. **Description of Condominium.**

3.1 Identification of Units. The Realty has constructed thereon two (2) Buildings containing a total of sixteen (16) Units, consisting of fifteen (15) Residential Units and one (1) Shared Components Unit. Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on **Exhibit "2"** attached hereto. Exhibit "2" consists of a survey of the Realty, a graphic description of the Improvements located thereon, including, but not limited to, the Buildings in which the Units are located, and a plot plan thereof. Said Exhibit "2", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the non-exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) subject to the rights of the SCU Owner, an exclusive easement for the use of any Limited Shared Component appurtenant to the Unit, (e) membership in the Association with the full voting rights appurtenant thereto; and (f) other appurtenances as may be provided by this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) Boundaries of Residential Units. The upper and lower boundaries of each Residential Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).

(iii) Interior Divisions. Except as provided in subsections 3.2(a)(i) and 3.2(a)(ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Residential Unit.

(iv) Perimetrical Boundaries. The perimetrical boundaries of the Residential Units shall be as applicable; (i) as to the boundary between horizontally adjoining Units that are not separated by a wall, the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries as shown on

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Exhibit "2" hereof, as amended or supplemented, extended to their planar intersections with each other and with the upper and lower boundaries; and (ii) as to all other perimetrical boundaries of the Unit, the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries (and to the extent that the walls are drywall and/or gypsum board, the Residential Unit boundaries shall be deemed to be the area immediately behind the drywall and/or gypsum board, so that for all purposes hereunder the drywall and/or gypsum board shall be deemed part of the Residential Unit, and not part of the Shared Components Unit and/or the Common Elements). Notwithstanding the foregoing, as to walls shared by a Residential Unit and the Shared Components Unit or the Common Areas, the perimetrical boundary of the Shared Components Unit or Common Areas, as applicable, at such shared wall shall be coextensive to the perimetrical boundary of the adjoining Residential Unit (so that the shared wall and all installations therein - which are deemed part of the Shared Components (if sharing with the Shared Components Unit) or Common Areas If sharing with the Common Areas) - shall be part of the Shared Components Unit or Common Areas, as applicable, rather than the Common Elements and therefore the perimetrical boundary of the Shared Components Unit or Common Areas, as applicable, shall extend to the unfinished interior surface of any walls bounding a Residential Unit).

(b) Boundaries of Shared Components Unit. The Shared Components Unit shall consist of all of the Realty and Improvements submitted to Condominium by this Declaration, less and except only the following: (i) the Residential Units and (ii) the portion of the Condominium Property located fifty (50') feet above the roof of any completed Building in the Condominium. Said portion of the Condominium Property located fifty (50') feet above the roof of any completed Building in the Condominium shall be deemed Common Elements hereunder.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, and same are nonetheless part of the Condominium Property, then all of same shall be deemed part of the Shared Components, and as such, part of the Shared Components Unit. **NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, NO POST TENSION CABLES AND/OR RODS CONTAINED IN THE BUILDING SHALL BE CONSIDERED A PART OF THE COMMON ELEMENTS OR A RESIDENTIAL UNIT. AS SUCH POST TENSIONED CABLES AND/OR RODS ARE ESSENTIAL TO THE STRUCTURE AND SUPPORT OF THE BUILDING, ALL POST TENSIONED CABLES AND/OR RODS SHALL BE DEEMED SHARED COMPONENTS AND BE DEEMED PART OF THE SHARED COMPONENTS UNIT AND MAY NOT BE DISTURBED OR ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SCU OWNER.**

(d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "2" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted and labeled otherwise on such survey.

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3.3 Easements. The following easements are hereby created (in addition to any easements created under the Act, the Master Covenants and any other easements affecting the Condominium Property and recorded in the Public Records of the County):

(a) Support. Each Unit and any structure and/or Improvement now or hereafter constructed upon the Condominium Property shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and such other improvements constructed upon the Condominium Property, and/or any structures now or hereafter governed by the Master Covenants.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, Master Life Safety Systems, digital and/or satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association and/or the Master Association. A Residential Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications monitoring systems, Life Safety Systems, digital and/or satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association (as to Common Elements), the Master Association (as to Common Areas) and SCU Owner (as to Shared Components) shall have a right of access to each Unit to maintain, repair or replace any Common Element, Common Areas or Shared Component pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, Life Safety Systems, Master Life Safety Systems, digital and/or satellite systems, broadband communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements and/or Shared Components and/or Common Areas contained in the Unit or elsewhere in or around the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Residential Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Residential Unit Owner is absent when the giving of notice is attempted).

(c) Encroachments. If (i) any portion of the Common Elements and/or Shared Components encroaches upon any Unit or other portions of the Common Areas; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, Common Areas and/or Shared Components; (iii) any Improvements encroach upon Common Areas or the property of any other Lot within The Property; (iv) any Common Areas or "improvements" of another Lot within The Property encroach upon the Condominium Property; or (v) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements (or the Shared Components) made by or with the consent of the Association or Declarant or the SCU Owner, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or the Shared Components, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance

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of same so long as the Improvements, the affected Common Areas or the relevant "improvements" upon another Lot within The Property shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Residential Unit Owner and resident, their guests and invitees, for each member of the Association (and its and their Tenants and other Permitted Users) shall exist for (i) pedestrian and/or vehicular traffic over, through and across such portions of the Shared Components Unit as are designated in writing by the SCU Owner and intended to provide direct (or indirect via the Common Areas) pedestrian and/or vehicular access to and from the applicable Residential Unit and the Common Areas and/or a public or private right-of-way adjacent to the Condominium Property, and (ii) use and enjoyment of the Shared Components, subject to regulation as may be established from time to time by the SCU Owner and subject to the other provisions of this Declaration.

(e) Construction; Maintenance. The Declarant (including its designees, agents, contractors, successors and assigns) and the SCU Owner and Master Association (including its or their designees, agents, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof and/or any portion of The Property and/or the Additional Land, or any part thereof, or any Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Declarant and/or SCU Owner and/or Master Association, in its or their sole discretion, determines that it is required or desires to do so.

(f) Master Association's Easements. The Master Association and its agents, employees, contractors and assigns shall have an easement to enter onto the Condominium Property for the purpose of performing such functions as are permitted or required to be performed by the Master Association by the Master Covenants, including, but not limited to, maintenance, repair, replacement and alteration of Common Areas, safety and maintenance activities and enforcement of architectural restrictions (as and to the extent required by the Master Covenants). An easement for such purposes is hereby granted and reserved to the Master Association (and its Tenants and other Permitted Users), and each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have agreed to the grant and reservation of easement herein described and the rights herein vested. All easements and rights provided for in the Master Covenants in favor of the Master Association, and the Declarant, are hereby granted to said Master Association and Declarant, and its assignees, designees and nominees.

(g) Declarant Access. For as long as the Declarant (or any of its affiliates) retains any ownership interest in any portion of the Condominium Property (including, without limitation, the Shared Components Unit), The Property and/or the Additional Land, the Declarant and its designees, successors and assigns, shall have the right to use any Units owned by Declarant (or its affiliates) and portions of the Shared Components, Common Elements or Association Property for guest accommodations, model apartments, events, promotions, and sales, leasing, management, resales, administration and construction offices, to provide financial services, to show model Units and/or apartments and the Shared Components, Common Elements and/or any other portions of the Condominium Property or such neighboring property to prospective purchasers and

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Tenants of Units and/or "units" or "improvements" constructed within the Condominium Property, The Property (and/or intended to be constructed within portions of the Additional Land), and/or to erect on the Condominium Property and Association Property signs and other promotional material to advertise Units or other portions of The Property and/or the Additional Land for sale or lease (and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Declarant to the Association or to any Unit Owner).

(h) Roof and Window Washing Easement. An easement is hereby reserved over and across each Unit, any balcony or terrace serving a Unit and any appurtenances to the Unit for the SCU Owner and Master Association (and the personnel, employees and/or contractors of the SCU Owner and/or Master Association) to stage and perform exterior window washing, exterior painting of the Buildings, maintenance, repair, replacement or alteration of any mechanical equipment located or accessible from the roofs of the Buildings and/or other exterior repairs, replacements, alterations and/or maintenance (preventative or otherwise).

(i) Association Maintenance Easement. To the extent that the Association must undertake maintenance responsibilities of the Shared Components in accordance with Section 12.6 herein, then in such event, but only for such remedial actions as may be necessary, the Association shall have a non-exclusive easement of ingress and egress over, under, through and across the Shared Components.

(j) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Buildings and/or any improvements constructed upon the Condominium Property, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjoining structures which are necessarily or conveniently located within the Condominium Property and/or the Association Property.

(k) Warranty. For as long as Declarant remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Declarant in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Declarant and its affiliates, contractors, agents and designees shall have the right, in Declarant's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Declarant to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Declarant shall provide reasonable advance notice), to enter the Condominium Property, including the Units and Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Declarant can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant such access, or any interference by a Unit Owner or the Association, shall alleviate the Declarant from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Declarant warranty will be the sole obligation and liability of the person or entity who or which impedes the Declarant in any way in Declarant's activities described in this Subsection 3.3(k). **The easements reserved in this Section shall expressly survive the transfer of control of the Association to**

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Unit Owners other than the Declarant and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). Nothing herein shall be deemed or construed as the Declarant making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 23 below.

(l) Additional Easements. The SCU Owner, on behalf of all Unit Owners (each of whom hereby appoints the SCU Owner as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the SCU Owner shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration and/or the Master Covenants, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes.

4. **Restraint Upon Separation and Partition of Common Elements**. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. **Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights**

5.1 Percentage Ownership and Shares. Each Unit shall have appurtenant thereto, an equal undivided ownership interest in the Common Elements and Common Surplus, and an equal undivided responsibility for the Common Expenses (the "Percentage Interests").

5.2 Voting. Each Residential Unit shall be entitled to one (1) vote and the Shared Components Unit shall be entitled to twenty (20) votes, all to be cast by their respective Owners in accordance with the provisions hereof and of the By-Laws and Articles of Incorporation of the Association. Each Owner shall be a member of the Association.

6. **Amendments**. Except as elsewhere provided herein, amendments may be made as follows:

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners after the Declarant has ceded control of the Board. Except as elsewhere provided in this Declaration or the Act, approvals

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must be by an affirmative vote representing in excess of 4/5ths of the total voting interests of all Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary of the Condominium Association at or prior to the meeting. So long as the Act so provides, a Unit Owner's written consent is not effective unless approved by the Mortgagee holding or servicer of any first priority mortgage or equivalent security interest in the Unit. Otherwise, the approval of eligible Mortgagees shall only be required as and to the extent required by the Act. No amendment may specifically remove, revoke, or materially adversely affect the rights of the Owner of the Shared Components Unit without the consent of such Owner. No amendment adopted by the Association shall be effective until certified by the President and Secretary of the Association and recorded in the office of the Register of Deeds of the County. The document presented for recording shall recite that the required consents and approvals were obtained. Any action to challenge the validity of an amendment adopted under this Section must be brought within one year of the effective date of such amendment and no action to challenge such amendment may be brought after such time.

6.2 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

6.3 Amendments by or Affecting Declarant. Notwithstanding anything herein contained to the contrary, the maximum extent lawful, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Declarant alone, without requiring the consent of any other party, to effect any change whatsoever. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted (whether to this Declaration or any of the exhibits hereto) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant, without the prior written consent of the Declarant in each instance.

6.4 Amendments affecting Shared Components Unit. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Owner(s) from time to time of the Shared Components Unit, without the consent of the applicable Shared Components Owner.

6.5 Execution and Recording. An amendment of the Declaration is effective when the applicable amendment is properly adopted and recorded in the public records of the County.

7. Maintenance and Repairs.

7.1 Residential Units. All maintenance, repairs and replacements of, in or to any Residential Unit, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of windows, window coverings, wall coverings, built-ins, interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to a Residential Unit, and the electrical (including wiring), plumbing (including fixtures and connections),

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heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Residential Unit lying within the boundaries of the Residential Unit or other property belonging to the Residential Unit Owner (except to the extent part of the Shared Components), shall be performed by the Owner of such Residential Unit at the Residential Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing obligation of a Residential Unit Owner for maintenance, repairs and replacements shall not be excused under any circumstances, including, without limitation, in instances where the Residential Unit is leased or rented, and the obligations of the Residential Unit Owner shall extend to any maintenance, repairs and/or replacements necessitated by any Tenants and/or other Permitted Users. Without obligation, the Shared Components Unit Owner shall have the right to establish a preferred vendor list, which list shall consist of approved parties who may perform the maintenance obligations to the Residential Units or any Limited Shared Components for which the Residential Unit Owner is obligated to maintain, and, once established, unless the Shared Components Unit Owner consents to another vendor, the Residential Unit Owner shall only use a vendor on the preferred vendor list. Notwithstanding anything herein to the contrary, to the extent that any of the foregoing items are part of the Shared Components, then the maintenance of same shall be the obligation of the SCU Owner, with the costs thereof charged against the Residential Unit Owners in accordance with the terms of Section 12 of this Declaration, and similarly, if part of the Common Areas, then the maintenance of same shall be the obligation of the Master Association, with the costs thereof charged against the Residential Unit Owners as part of the Common Areas Costs (as provided in the Master Covenants).

7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Residential Private Garages. Each Residential Unit Owner, at such Owner's sole cost and expense, will maintain any parking garage contained within the boundary of such Owner's Residential Unit (including nonstructural walls and any garage door opening system and any light fixtures therein) in accordance with the Project Standard, and shall keep the garage in good repair at all times; provided, however, that no alterations to the garage door which are visible from another Unit or the public, including, without limitation, painting, graphics, vinyl logos/designs, etc. shall be made without the prior written consent of the Shared Components Unit Owner. Each parking garage shall be used for parking purposes only.

7.4 Shared Components Unit. The SCU Owner(s) and/or Shared Components Manager, from time to time, shall be responsible for the repair, replacement, improvement, maintenance, management, operation, and insurance of the Shared Components Unit, which shall be performed in a commercially reasonable manner in the determination of the Owner(s) of the Shared Components Unit and/or the Shared Components Manager (which determination shall be binding). In consideration of the reservation and grant of easement over the Shared Components Unit, as provided in Section 3.3(d) above, each Residential Unit Owner shall be obligated for payment of the expenses incurred by the SCU Owner(s) and/or the Shared Components Manager in connection with such maintenance, repair, replacement, improvement, management, operation,

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and insurance, all as more particularly provided in Section 12 below. Notwithstanding the duty of the SCU Owner and/or the Shared Components Manager to maintain and repair parts of the Condominium Property, the SCU Owner and/or the Shared Components Manager shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the SCU Owner and/or the Shared Components Manager shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the SCU Owner pursuant to Section 8.1 hereof. The SCU Owner and/or the Shared Components Manager also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the SCU Owner and/or the Shared Components Manager did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the SCU Owner and/or the Shared Components Manager could not obtain such insurance at reasonable costs or upon reasonable terms.

7.5 Backyards,Terraces, Balconies, Patios and Roofdecks. Notwithstanding their designation as Shared Components, subject to the right of the Shared Components Unit Owner to regulate their uses, appearance and any temporary or permanent improvements or displays therein, the backyards, if any, directly serving a Unit and labeled as "L.S.C." on **Exhibit "2"** attached hereto (or otherwise described as such herein) shall be a "Limited Shared Component" reserved for the exclusive use of the Unit afforded direct access thereto (subject to the rights of the Shared Components Unit Owner as elsewhere provided herein) and that exclusive use right shall be an appurtenance which passes with title to the Unit.

Notwithstanding anything to the contrary, as to any Limited Shared Component backyard as to which a Unit has direct and exclusive access from its Unit, the applicable Unit Owner shall be responsible for performance and payment of all costs of the maintenance, landscaping, repair (other than any necessary structural repairs) and upkeep of same. The Shared Components Unit Owner shall be responsible for the maintenance, repair and replacement of the structural components of these Limited Shared Components and any fence enclosures, the cost of which shall be charged to the applicable Unit Owner. Notwithstanding anything to the contrary contained herein, no Owner shall make any additions, alterations or improvements, whether temporary or otherwise, nor display any logos, banners, signs, etc., (whether corporate, sports, political or otherwise) in the backyards without first complying with Section 8 hereof. Each Owner, by accepting a deed to a Unit, understands and agrees that the Shared Components Unit Owner shall have the right to immediately remove any additions, alterations or improvements, whether temporary or otherwise which are not approved by the Shared Components Unit Owner at the sole cost of the Unit Owner.

Similarly, notwithstanding their designation as Shared Components, subject to the right of the Shared Components Unit Owner to regular their uses, appearance and any temporary or permanent improvements or displays located thereon, any terrace, balcony, patio and/or rooftop terrace or deck, if any, directly serving a Unit and labeled as "L.S.C." on **Exhibit "2"** attached hereto (or otherwise described as such herein) shall be a "Limited Shared Component" reserved for the exclusive use of the Unit afforded direct access thereto (subject to the rights of the Shared Components Unit Owner as elsewhere provided herein) and that exclusive use right shall be an appurtenance which passes with title to the Unit.

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Notwithstanding anything to the contrary, as to any Limited Shared Component terrace, balcony, patio and/or rooftop terrace or deck as to which a Unit has direct and exclusive access from its Unit, the applicable Unit Owner shall be responsible for performance and payment of all costs of the general maintenance, cleaning, snow removal and repair (other than any necessary structural repairs) and upkeep of same. The Shared Components Unit Owner shall be responsible for the maintenance, repair and replacement of the structural components of these Limited Shared Components and any railing enclosures or repainting, the cost of which shall be charged to the applicable Unit Owner. Notwithstanding anything to the contrary contained herein, no Owner shall make any additions, alterations or improvements, whether temporary or otherwise, nor display any logos, banners, signs, etc., (whether corporate, sports, political or otherwise) upon any terrace, balcony, patio and/or rooftop terrace or deck without first complying with Section 8 hereof. Each Owner, by accepting a deed to a Unit, understands and agrees that the Shared Components Unit Owner shall have the right to immediately remove any additions, alterations or improvements, whether temporary or otherwise which are not approved by the Shared Components Unit Owner.

7.6 Standards for Maintenance. Notwithstanding anything herein contained to the contrary, any and all maintenance obligations of either the Association or a Unit Owner, including the SCU Owner, must be undertaken in such a manner to assure that the portions being maintained by the Association, and/or any Unit Owner are consistent with the Project Standard.

8. **Additions, Alterations or Improvements by Unit Owner.**

8.1 Consent of the SCU Owner Subject to the provisions of Section 16.3 below, no Residential Unit Owner (other than the Declarant) shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, or his or her Residential Unit to the extent either (i) visible from the Shared Components Unit, any other Lot, or the exterior of the Building, (ii) affecting the structural integrity of the Building, (iii) or affecting any electrical, mechanical, HVAC, plumbing, life safety, monitoring, information and/or other systems of the Building, without the prior written consent of the SCU Owner (to the extent of a change visible from the Shared Components Unit or affecting Shared Components or the Master Association (as to all other additions, alterations or improvements), which consent may be granted or withheld in the sole discretion of the SCU Owner and/or Master Association, as applicable. Additionally, in the event that a Unit is delivered to the Residential Unit Owner in "White Box Condition", the build-out of the Unit may only be performed by a contractor who is approved by the Shared Components Unit Owner in writing and, even if the contractor is approved by the Shared Components Unit Owner, the Shared Components Unit Owner may condition the build-out of the Unit upon compliance with certain design, construction and insurance standards, including, without limitation, that certain Unit Delivery and Build-Out Process established by the Shared Components Unit Owner, as amended from time to time. The SCU Owner and/or Master Association, as applicable, shall have the obligation to answer, in writing, any written request by a Residential Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after a completed request has been submitted and all additional information requested is received. If the SCU Owner and/or the Master Association, as applicable, fails to respond to the request, then the Residential Unit Owner shall send a second written request notifying the SCU Owner and/or the Master Association that they shall have five (5) days to respond, and if the SCU Owner and/or the Master Association fails to respond to either the first or the second notice within such five (5) day period, then the failure to do so shall constitute the consent of the SCU Owner and/or Master Association, as applicable. The SCU Owner and/or Master Association, as applicable, may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor to perform the work, requiring certain

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insurance coverages and limits, restricting the hours during which the work may be performed and requiring a bond or other collateral to secure the timely completion of the repairs and/or alterations and to offset any liability that may be suffered by the SCU Owner or any other Residential Unit Owner or Lot Owner as a result of such repairs and/or alterations. Additionally, the SCU Owner and/or the Master Association may impose reasonable review fees, which may include third-party professional fees, in connection with any request of a Residential Unit Owner under this Section. The proposed additions, alterations and improvements by the Residential Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the SCU Owner with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Further, no alteration, addition or modification may in any manner affect the Shared Components Unit, any portion of the Shared Components, any portion of any other Lot or any portion of the Common Areas, without the prior written consent of the SCU Owner or the applicable Lot Owner, as applicable (which consent may be withheld in its or their sole discretion). A Residential Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Declarant, the Master Association, the SCU Owner, and all other Unit Owners and Lot Owners and their respective officers, directors, employees, managers, agents, contractors, consultants or attorneys harmless from and to indemnify them for any liability or damage to the Condominium Property, Association Property, the Lots, the Shared Components Unit, the Shared Components and/or the Common Areas and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof. The SCU Owner's and/or Master Association's, as applicable, rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the reviewing party. Neither the Declarant, the Master Association, the SCU Owner nor any of their respective officers, directors, employees, managers, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Declarant, the SCU Owner and/or the Master Association arising out of the review of any plans hereunder. Without limiting the generality of the foregoing, the Association, SCU Owner and Master Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Declarant, the Association, the SCU Owner and the Master Association and their respective officers, directors, employees, managers, agents, contractors, consultants or attorneys harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans hereunder. The provisions of this Section 8.1 shall not be applicable to the Common Areas and/or to any Unit owned by the Declarant.

Without limiting the generality of the foregoing, to the extent that the Condominium has been constructed with post tensioned cables and/or rods, absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the SCU Owner and review of the as-

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built plans and specifications for the Building to confirm the approximate location of the post tensioned cables and/or rods. The plans and specifications for the Building shall be maintained by the SCU Owner and the Association as part of the official records. Each Unit Owner, by accepting a deed or otherwise acquiring an interest in a Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, and (ii) agree that the penetration of any post tensioned cables and/or rods may threaten the structural integrity of the Building. Each Owner hereby releases Declarant and the SCU Owner, and its and their members, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the post tensioned cables and/or rods.

In addition to the foregoing, all additions, alterations and improvements proposed to be made by any Owner shall be subject to, and restricted by, the terms and conditions of the Master Covenants and may also require the prior approval of the Master Association.

8.2 Life Safety Systems. No Residential Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems or Master Life Safety Systems, without first receiving the prior written approval of the SCU Owner. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Residential Unit Owner whatsoever. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

8.3 Improvements, Additions or Alterations by Declarant or to the Shared Components Unit. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 8 shall not apply to Declarant-owned Units, nor to the Shared Components Unit. Except as otherwise required in the Act, the Declarant shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, but without obligation, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand or add to all or any part of the recreational facilities, if any. Similarly, except as otherwise required by the Act, the SCU Owner shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, but without obligation, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon the Shared Components Unit and any portions thereof (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and to expand, alter or add to all or any part of the recreational facilities, if any, contained within the Shared Components Unit.

9. Operation of the Common Elements by the Association; Powers and Duties.

9.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Common Elements and the Association Property, but not the Shared Components or Common Areas. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (which By-Laws and Articles are attached hereto as **Exhibits "3" and "4"**, respectively) as amended from time to time. In addition, subject to the terms hereof and in the Master Declaration, the Association shall have all the powers and duties

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set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The power to make and/or collect, as applicable, Assessments and other charges by the Association against Unit Owners and to maintain, repair and replace the Common Elements and Association Property.

(b) The power to act as the collection agent on behalf, and at the request, of the SCU Owner for charges due same from Unit Owners; provided, however, that any sums so collected shall not be deemed Assessments or Common Expenses hereunder.

(c) The power to act as the collection agent on behalf, and at the request, of the Master Association for assessments or charges due same from Unit Owners; provided, however, that any assessments so collected shall not be deemed Assessments or Common Expenses hereunder.

(d) The duty to maintain accounting records of the Association according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request as and to the extent required by applicable law.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and ninety percent (90%) of all voting interests of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. In no event shall the Association encumber the Shared Components Unit or any Limited Shared Components.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property. Notwithstanding anything herein contained to the contrary, no such rule may restrict, limit or otherwise impair the rights of the SCU Owner, the Master Association and/or the Declarant without the prior written consent of the SCU Owner, the Master Association and/or the Declarant, as applicable.

(g) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, unless the cost thereof exceeds $25,000.00 in which event the acquisition shall require an affirmative vote of not less than ninety percent (90%) of all voting interests. Real property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone and an affirmative vote of not less than ninety percent (90%) of all voting interests; provided, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such

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ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(h) All of the powers which a corporation not for profit in the State of Wisconsin may exercise pursuant to this Declaration, the Articles of Incorporation, the Bylaws, Wisconsin law and the Act, in all cases except as expressly limited or restricted in the Act or this Declaration.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, the Master Covenants or otherwise, the Master Covenants shall take precedence over this Declaration; this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or the Master Covenants to the contrary, nothing shall conflict with the statutory powers and duties of the Association or the rights of the Unit Owners as provided in the Act.

9.2 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

9.4 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT AS REQUIRED BY THE ACT, OTHER THAN WITH RESPECT TO THE COLLECTION OR ENFORCEMENT OF AN ASSOCIATION ASSESSMENT LIEN, THE ASSOCIATION SHALL NOT COMMENCE, ANY ACTION, PROCEEDING, LAWSUIT OR OTHER ADVERSARY PROCESS AGAINST ANY PARTY INVOLVING AMOUNTS IN CONTROVERSY IN EXCESS OF $25,000, WITHOUT FIRST OBTAINING THE AFFIRMATIVE APPROVAL OF IN EXCESS OF NINETY PERCENT (90%) OF THE TOTAL VOTING INTERESTS OF UNIT OWNERS AT A MEETING OF THE MEMBERSHIP AT WHICH A QUORUM HAS BEEN ATTAINED.

9.5 Ownership. At any time, including after the time that Declarant turns over control of the Association to Unit Owners other than the Declarant, the Declarant may, at its option, convey, by quit claim deed, the Shared Components Unit (provided same is still owned by Declarant) to the Association. The Association shall hereby be deemed to have automatically accepted any such conveyance. From and after the conveyance of the Shared Components Unit to the Association,

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the Association shall be responsible for any and all taxes and/or assessments attributable to the Shared Components Unit and for the maintenance, insurance and administration of the Shared Components Unit, and all expenses relating thereto shall be Common Expenses hereunder.

9.6 Effect on Declarant. If the Declarant holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association, subsequent to the transfer of control of the Board to Unit Owners other than the Declarant, without the prior written approval of the Declarant:

(a) Assessment of the Declarant as a Unit Owner for capital improvements;

(b) Any action by the Association that would be detrimental to the sales or leasing of Units by the Declarant, or any other product offered for sale by Declarant or its designees; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sales or leasing of Units.

10. **Determination of Common Expenses and Fixing of Assessments Therefor**. The Board of Directors shall from time to time, and at least annually, prepare, or cause to be prepared, a budget for the Condominium and the Association which are designed to adhere to the standards set forth in Section 7.5 above and determine, or cause to be determined, the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

11. **Collection of Assessments.**

11.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments and Impositions coming due while he or she is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments and/or Impositions that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments and/or Impositions may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments and/or Impositions are made or otherwise. Notwithstanding the foregoing, no Unit Owner shall be obligated for payment of Assessments, and no Assessment obligations shall accrue against any Unit until such time that the applicable Unit obtains its initial occupancy permit approving the

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Residential Unit for occupancy. From and after the date that the applicable Unit obtains its initial occupancy permit, such Unit shall no longer be excused from the payment of Common Expenses.

11.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may, after first obtaining the affirmative approval of in excess of ninety percent (90%) of the total voting interests of Unit Owners at a meeting of the membership at which a quorum has been attained, levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean and refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements or for any other purpose where funds are not available from the regular periodic assessments.

(b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

(c) Special Assessments and Capital Improvement Assessments properly adopted shall be payable in lump sums or installments, in the discretion of the Board and approved by the affirmative approval of in excess of 66 2/3% of the total voting interests of Unit Owners at a meeting of the membership at which a quorum has been attained.

11.3 Default in Payment of Assessments for Common Expenses. Assessments and installments of either not paid within ten (10) days from the date when they are due shall bear interest at the highest rate permitted by law from the date due until paid and unless prohibited by the Act, shall be subject to an administrative late fee in an amount not to exceed the greater of $25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Unit to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgage of record, the lien is effective from and after the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Unit, the name of the record Owner and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Unit, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The lien is not effective three (3) years after the claim of lien has been recorded unless, within that three (3) year period, an action to enforce the lien is commenced. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process (including, without limitation, any costs of any collection agency and any costs of protection of the

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lien), including those incurred in any appeal or in connection with any bankruptcy or probate proceedings, as applicable. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

11.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least ten (10) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least ten (10) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by registered mail, return receipt requested, addressed to the Unit Owner at the address for the unit Owner shown in the books and records of the Association, and upon such mailing, the notice shall be deemed to have been given. No action may be brought to foreclose a lien unless brought within three (3) years following the recordation of the claim of lien in the County.

11.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

11.6 First Mortgagee. A holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure shall not be responsible for payment of the unpaid Assessments (or installments thereof) that became due before the First Mortgagee's acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. However, after acquiring the Unit, the First Mortgagee acquiring title to such Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

11.7 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

11.8 Installments. Regular Assessments and/or Impositions shall be collected monthly, in advance.

11.9 Application of Payments. Any payments received by the Association from a delinquent Unit Owner applicable to Association Assessments shall be applied first to any interest accrued on the delinquent installment(s) payable to the Condominium Association as aforesaid, then to any administrative late fees imposed, then to any costs and reasonable attorneys' fees incurred in

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collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. As set forth above, costs incurred in collection shall include, without limitation, any costs of any collection agency and any costs of protection of the lien, including those incurred in any appeal or in connection with any bankruptcy or probate proceedings, as applicable.

12. **Obligation for Expenses Relating to the Shared Components Unit.**

12.1 Maintenance. As provided in Sections 3.3(d), the SCU Owner has granted easements with respect to certain portions of the Shared Components Unit and agreed to repair, replace, improve, maintain, manage, operate, and insure the Shared Components Unit, all to be done as determined and ordered by the SCU Owner. In consideration of the foregoing, each Residential Unit Owner, by acceptance of a deed or other conveyance of the applicable Unit, and whether or not expressly stated, shall be deemed to agree that the Shared Components Costs shall be paid for in part through charges (either general or special) imposed against the Residential Units in accordance with the terms hereof. No Owner may waive or otherwise escape liability for charges for the Shared Components Costs by non-use (whether voluntary or involuntary) of the Shared Components Unit or abandonment of the right to use same. Notwithstanding anything herein contained to the contrary, the SCU Owner shall be excused and relieved from any and all maintenance, repair and/or replacement obligations with respect to the Shared Components Unit to the extent that the funds necessary to perform same, to the extent the obligation of the Residential Unit Owners, are not available through the charges imposed and actually collected. The SCU Owner shall have no obligation to fund and/or advance any deficit or shortfall in funds which were the obligation of the Residential Unit Owners in order to properly perform the maintenance, repair and/or replacement obligations described herein, but if the SCU owner elects to fund and/or advance any deficit or shortfall in funds, then such amounts shall be subject to the provisions of this Section 12 and the lien rights set forth herein.

12.2 Easement. A perpetual easement is hereby reserved and created in favor of the SCU Owner, and its designees, including without limitation, the Shared Components Manager, over the Condominium Property for the purpose of entering onto the Condominium Property for the performance of the maintenance, repair and replacement obligations herein described.

12.3 Charges to Unit Owners; Lien. Declarant, for all Units now or hereafter located within the Condominium Property, hereby covenants and agrees, and each Owner of any Residential Unit, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the SCU Owner annual charges for the operation, management, maintenance, repair, replacement, alteration and insurance of, and for payment of one hundred percent (100%) of the Shared Components Costs, all such charges to be fixed, established and collected from time to time as herein provided. Each Owner understands and agrees that the Shared Components Costs shall be established at levels consistent with delivery of services and maintenance of the Condominium Property to the Project Standard. In establishing Shared Components Costs, the SCU Owner shall establish the level of service to be consistent with the Project Standard. The annual charge, capital improvement charge and special charge, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Residential Units and shall be a continuing lien upon the Residential Units against which each such charge is made and upon all improvements thereon, from time to time existing. Each such charge, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the obligation of the

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person and/or entity who/which is the Owner of such Residential Units at the time when the charge fell due and all subsequent Owners of that Unit until paid, except as provided in Section 12.5 below. Reference herein to charges shall be understood to include reference to any and all of said charges whether or not specifically mentioned. Each Residential Unit shall have an equal undivided responsibility for payment of the Shared Components Costs. In addition to the regular and capital improvement charges which are or may be levied hereunder, the SCU Owner shall have the right to collect reasonable reserves for the replacement of the Shared Components and the furnishings and finishings thereof and to levy special charges against all Residential Unit Owners for costs incurred by the SCU Owner for specific purposes of a nonrecurring nature or for any other purpose where funds are not available from the regular periodic installments of Shared Components Costs, or against an Owner(s) to the exclusion of other Owners for the repair or replacement of damage to any portion of the Shared Components Unit (including, without limitation, improvements, furnishings and finishings therein) caused by the misuse, negligence or other action or inaction of an Owner or his Tenants and/or other Permitted Users. Any such special charge shall be subject to all of the applicable provisions of this Section including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special charge levied hereunder shall be due within the time specified by the SCU Owner in the action imposing such charge. Subject to the provisions below, the annual regular charges provided for in this Section shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual charge shall be imposed for the year beginning January 1 and ending December 31. The annual charges shall be payable in advance in monthly installments. The charge amount (and applicable installments) may be changed at any time by the SCU Owner from that originally stipulated or from any other charge that is in the future adopted by the SCU Owner. The original charge for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised charge to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The SCU Owner shall fix the date of commencement and the amount of the charge against the Residential Units for each charge period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Residential Units and charges applicable thereto which shall be kept in the office of the SCU Owner and shall be open to inspection by any Owner. Written notice of the charge shall thereupon be sent to every Unit Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special charges. In the event no such notice of the charges for a new charge period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. Notwithstanding the foregoing, each Unit Owner shall be excused from the payment of Shared Components Costs and no Unit Owner shall be obligated for payment of installments of Shared Components Costs, and no Shared Components Costs obligations shall accrue against any Unit until such time as the applicable Unit obtains its initial certificate of occupancy. From and after the date that the Unit obtains its initial certificate of occupancy, such Unit shall no longer be excused from the payment of Shared Components Costs.

12.4 Effect of Non-Payment of Charge; the Personal Obligation; the Lien; Remedies of the SCU Owner. If the charges (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such charges (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Unit and all improvements thereon which shall bind such Unit in the hands of the then Owner, and such Owner's heirs, personal

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representatives, successors and assigns. Except as provided in Section 12.5 to the contrary, the personal obligation of an Owner to pay such charge shall pass to such Owner's successors in title and recourse may be had against either or both. If any installment of a charge is not paid within fifteen (15) days after the due date, at the option of the SCU Owner, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest at the highest rate permitted by law or as otherwise provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and the SCU Owner may bring an action at law against the Owner(s) obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Unit on which the charges and late charges are unpaid and all improvements thereon, may foreclose the lien against the applicable Unit and all improvements thereon on which the charges and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such charges, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. Failure of the SCU Owner (or any collecting entity) to send or deliver bills or notices of charges shall not relieve Owners from their obligations hereunder. The SCU Owner shall have such other remedies for collection and enforcement of charges as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Any payments received by the SCU Owner from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

12.5 Subordination of the SCU Owner's Lien. The lien of the charges provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any charge coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid charge which cannot be collected as a lien against any Unit by reason of the provisions of this Section shall be deemed to be a charge divided equally among, payable by and a lien against all Units, including the Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

12.6 Curative Right. In the event (and only in the event) that the SCU Owner fails to maintain the Shared Components as required under this Declaration for any reason other than failure to receive sufficient funds therefor from the Unit Owners, the Association shall have the right to perform such duties; provided, however, that same may only occur after sixty (60) days' prior written notice to the SCU Owner and provided that the SCU Owner has not effected curative action within said sixty (60) day period (or if the curative action cannot reasonably be completed within said sixty (60) day period, provided only that the SCU Owner has not commenced curative actions within said sixty (60) day period and thereafter diligently pursued same to completion). To the extent that the

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Association must undertake maintenance responsibilities as a result of the SCU Owners' failure to perform same, then in such event, but only for such remedial actions as may be necessary, the Association shall be deemed vested with the assessment rights of the SCU Owner hereunder for the limited purpose of obtaining reimbursement from the SCU Owner for the costs of performing such remedial work.

12.7 Financial Records. The SCU Owner shall maintain financial books and records showing its actual receipts and expenditures with respect to the maintenance, operation, repair, replacement, alteration and insurance of the Shared Components, including the then current budget and any then proposed budget (the "Shared Components Records"). The Shared Components Records need not be audited or reviewed by a Certified Public Accountant, except as required by applicable law. The Shared Components Records shall be available for inspection by any Residential Unit Owner, but no such Residential Unit Owner may request inspection more frequently than semi-annually.

12.8 Limitation Upon Liability of SCU Owner. Notwithstanding the duty of the SCU Owner and/or Shared Components Manager to maintain and repair the Shared Components, absent the gross negligence or willful misconduct of the SCU Owner and/or and/or Shared Components Manager, neither the SCU Owner nor Shared Components Manager be liable to any other Unit Owners (nor their Tenants and/or other Permitted Users) for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Shared Components. Further, absent the gross negligence or willful misconduct of the SCU Owner and/or Shared Components Manager, the SCU Owner and/or Shared Components Manager shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the SCU Owner pursuant to Section 8.1 hereof. The SCU Owner and/or Shared Components Manager also shall not, absent the gross negligence or willful misconduct of the SCU Owner and/or Shared Components Manager, be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the SCU Owner and/or Shared Components Manager did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the SCU Owner and/or Shared Components Manager could not obtain such insurance at reasonable costs or upon reasonable terms.

Further, the SCU Owner, the Shared Components Manager and/or the Master Association shall not be responsible for the acts, omissions or conduct of any Unit Owner, or their permitted users, permittees, invitees or tenants, or for the breach of any of the obligations of any Unit Owner, their permitted users, permittees, invitees and/or tenants. All users of the property do so at their own risk. To the extent not covered by insurance maintained or required to be maintained by the claiming Unit Owner, each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit shall be deemed to agree to indemnify and hold each other Unit Owner, the Declarant, the Association, Master Association, SCU Owner and/or Shared Components Manager harmless from and against any and all claims, damages, liabilities and expenses (including costs and attorneys' fees incurred in the defense of any claim) arising from the use or occupancy of the indemnifying Unit Owner's Unit or from the conduct of its business or from any activity, work or things done, permitted or suffered by the indemnifying Unit Owner, or by the permitted users, permittees, invitees and/or tenants of the indemnifying Unit Owner, in or about such Unit Owner's Unit or elsewhere within the Condominium Property. Notwithstanding the foregoing, no person shall be

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indemnified for claims, damages, liabilities and/or expenses arising from the gross negligence or wiliful misconduct of that person.

12.9 Application of Payments. Any payments received by the SCU Owner from a delinquent Unit Owner applicable to Common Areas Costs shall be applied first to any interest accrued on the delinquent installment(s) payable to the SCU Owner as aforesaid, then to any administrative late fees imposed, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Common Areas Costs and/or Impositions. Notwithstanding the foregoing, to the extent that there are outstanding sums owed by an Owner toward the Master Expenses (including any late fees, delinquent interest or costs of collection), any sums received by the SCU Owner shall be applied first against Master Expenses (and such late fees, delinquent interest or costs of collection). The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. As set forth above, costs incurred in collection shall include, without limitation, any costs of any collection agency and any costs of protection of the lien, including those incurred in any appeal or in connection with any bankruptcy or probate proceedings, as applicable.

12.10 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the SCU Owner shall provide a certificate stating all sums owed to the SCU Owner by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The SCU Owner or its authorized agent may charge a reasonable fee for the preparation of such certificate.

12.11 SCU Owners Consent; Conflict. The provisions of this Section 12 shall not be amended, modified or in any manner impaired and/or diminished, directly or indirectly, without the prior written consent of 4/5th of the voting interests of all Unit Owners. In the event of any conflict between the provisions of this Section 12, and the provisions of any other Section of this Declaration, the provisions of this Section 12 shall prevail and govern.

13. **Insurance**. Insurance obtained by the SCU Owner pursuant to the requirements of this Section 13 shall be governed by the following provisions:

13.1 Purchase, Custody and Payment.

(a) Purchase. Subject to the provisions of the Master Covenants, all insurance policies required to be obtained by the SCU Owner hereunder shall be issued by an insurance company authorized to do business in Wisconsin or by surplus lines carriers offering policies for properties in Wisconsin.

(b) Named Insured. The named insured shall be the SCU Owner, individually, or such designee as may be designated by the SCU Owner, and as agent for the Association and the Owners of Units covered by the policy, without naming them, and as agent for the holders of any mortgage on a Unit (or any leasehold interest therein), without naming them. The Shared Components Manager, Association, Unit Owners and the holders of any mortgage on a Unit (or any leasehold interest therein) shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All property insurance policies shall provide that payments for losses made by the insurer shall be paid to the SCU Owner and

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the holders of any mortgage on the Shared Components Unit, as their interests may appear.

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the SCU Owner upon request to the holders of any mortgage on a Unit. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Personal Property and Liability. Except as specifically provided herein, the SCU Owner shall not be responsible to other Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, the Improvements, Owner's personal property, nor insurance for the Owners' personal liability and living expenses, nor for any other risks not otherwise insured in accordance herewith.

13.2 Coverage. The SCU Owner shall maintain insurance covering the following, to the extent applicable (keeping in mind that, given the breadth of the Common Areas, much, if not all of same may be carried by the Master Association, as applicable, all in accordance with the terms of the Master Covenants):

(a) Property. The Shared Components, together with all fixtures, building service equipment, personal property and supplies constituting the Shared Components (collectively the "Insured Property"), shall be insured, subject to industry-standard exclusions, for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters as may be determined from time to time by the SCU Owner). Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, the Residential Units, the portions of the Shared Components Unit which are not part of the Shared Components, and all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings, other personal property owned, supplied or installed by Residential Unit Owners (or Tenants of same), and all electrical fixtures, electronics, appliances, air conditioner and/or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements or any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning fan coils that service only an individual Unit, if any and to the extent not part of the Shared Components. Such policies may contain reasonable deductible provisions as determined by the SCU Owner. Such coverage shall afford protection against loss or damage by fire and other hazards covered by an "all-risk" policy form, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Commercial general liability and automobile liability insurance covering loss or damage resulting from any legal liability related to the Insured Property, with such coverage as shall be required by the SCU Owner, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

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(c) Worker's Compensation and other mandatory insurance, when applicable, to the extent applicable to the maintenance, operation, repair or replacement of the Shared Components.

(d) Flood and Wind Insurance covering the Insured Property, if so determined by the SCU Owner and in such limits as shall be determined by the SCU Owner.

(e) Such Other Insurance as the SCU Owner shall determine from time to time to be desirable in connection with the Shared Components.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) as to property insurance policies, subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the SCU Owner (or any of its employees, contractors and/or agents), one or more Unit Owners or as a result of contractual undertakings. Additionally, and each policy shall provide that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the SCU Owner.

13.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees. Prior to obtaining any policy of property insurance or any renewal thereof, the SCU Owner may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

13.4 Premiums. Premiums upon insurance policies purchased by the SCU Owner pursuant to this Section 13 shall be among the costs assessed against the Unit Owners in accordance with the provisions of Section 12. Premiums may be financed in such manner as the SCU Owner deems appropriate.

13.5 Share of Proceeds. All property insurance policies obtained by or on behalf of the SCU Owner pursuant to this Section 13 shall be for the benefit of the SCU Owner, the Association, the Unit Owners and the holders of any mortgage on a Unit (or any leasehold interest therein), as their respective interests may appear. The duty of the SCU Owner shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and the holders of any mortgage on the subject Unit(s) (or any leasehold interest therein) in accordance with the Allocated Interest attributable thereto.

13.6 Distribution of Proceeds. Proceeds of property insurance policies required to be maintained by the SCU Owner pursuant to this Section 13 shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the Owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

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13.7 SCU Owner as Agent. The SCU Owner is hereby irrevocably appointed as agent and attorney-in-fact for the Association and each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under property insurance policies purchased by the SCU Owner and to execute and deliver releases upon the payment of claims.

13.8 Unit Owners' Personal Coverage. The insurance required to be purchased by the SCU Owner pursuant to this Section 13 shall not cover claims against an Owner due to occurrences within his or her Unit, nor casualty or theft loss to the contents of or improvements to an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance required to be carried by the SCU Owner hereunder.

13.9 Effect on Association. The Association shall only maintain such insurance as is expressly required to be maintained by the Association pursuant to the Act, it being the express intent of the Declarant, as the Owner of each and every of the Units upon the recordation hereof, for itself and its successors and assigns, that the Association not be required to maintain insurance hereunder. To the extent that the Association is required to maintain insurance pursuant to the express requirements of the Act, then (a) as to any insurance required to be maintained by the Association, the SCU Owner shall be relieved and released of its obligation hereunder to maintain same, and (b) all of the provisions hereof regarding said insurance, any claims thereunder and the distribution and application of proceeds thereunder shall be governed in accordance with the terms of this Declaration governing the insurance required to be maintained by the SCU Owner as if the references herein to the SCU Owner were references to the Association. Similarly, to the extent that there are any physical improvements now or hereafter contained within the Common Elements, the Association shall maintain insurance coverage with respect to same (in such amounts as are required of the SCU Owner with respect to the insurance it is to maintain on the Shared Components, and all of the provisions hereof regarding said insurance, any claims thereunder and the distribution and application of proceeds thereunder shall be governed in accordance with the terms of this Declaration governing the insurance required to be maintained by the SCU Owner as if the references herein to the SCU Owner were references to the Association.

13.10 Benefit of Mortgagees. Certain provisions in this Section 13 are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14. Reconstruction or Repair After Fire or Other Casualty.

14.1 Determination to Reconstruct or Repair. Subject to the terms of the Master Covenants and the immediately following paragraph, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the SCU Owner shall determine whether or not to repair and/or restore the Insured Property, and if a determination is made to effect restoration, the SCU Owner shall disburse the proceeds of all insurance policies required to be maintained by it under Section 13 to the contractors engaged in such repair and restoration in appropriate progress payments.

In the event the SCU Owner determines not to effect restoration to the Shared Components, the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their Percentage Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all delinquent assessments or charges and then all mortgages and liens on his or her Unit in the order of priority of such mortgages and liens.

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14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the SCU Owner, provided, however, that if any reconstruction is undertaken, same shall be undertaken in such a manner to restore the Units to substantially the same or better condition they were in prior to the occurrence of the casualty.

14.3 Special Responsibility. In the event the SCU Owner determines to effect restoration to the Shared Components, the procedures set forth below shall be observed.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Lesser Damage. If the amount of the estimated costs of reconstruction and repair is less than $100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the SCU Owner; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Major Damage. If the amount of the estimated costs of reconstruction and repair is more than $100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of a construction consultant, architect, contractor or engineer qualified to practice in Wisconsin and employed by the SCU Owner to supervise the work. Disbursement of proceeds or other funds for the repair or restoration shall only be made in accordance with safeguards normally associated with construction loan disbursements, which shall include, without limitation, that the construction consultant, architect, contractor or engineer certify prior to any disbursement substantially the following:

(a) that all of the work completed as of the date of such request for disbursement has been done substantially in accordance with the approved plans and specifications;

(b) that such disbursement request represents monies which either have been paid by or on behalf of the construction consultant, architect, contractor or engineer and/or are justly due to contractors, subcontractors, materialmen, engineers or other persons who have rendered or furnished certain services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the respective amounts paid or due to each of said persons in respect thereof and stating the progress of the work up to the date of said certificate;

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(c) that the sum then requested to be disbursed plus all sums previously disbursed does not exceed the cost of the work in relation to what has actually been completed through the date of the certificate;

(d) that no sums being requested to be disbursed have been the subject of any previous disbursement or any pending application for disbursement;

(e) confirming receipt of all applicable lien waivers; and

(f) that the amount remaining for disbursement after the pending disbursement will be sufficient to complete the necessary repair or restoration.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair as set forth above, this balance shall be divided among all the Unit Owners in proportion to their Percentage Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such fund all delinquent assessments or charges and then mortgages and liens on his Unit in the order of priority of such mortgages and liens.

14.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the SCU Owner, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, then, unless a partition action is initiated under 703.18, Wisconsin Statutes, charges shall be made against the Unit Owners by the SCU Owner (which shall be deemed to be assessments made in accordance with, and secured by the lien rights contained in, Section 12 above) in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective Percentage Interests.

14.5 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by any of them.

14.6 Coordination with Master Covenants. To the extent of any conflict between the repair and reconstruction provisions of this Declaration and those contained in the Master Covenants, the provisions of the Master Covenants shall govern. In the event of a casualty affecting the Condominium and other portions of The Property, a determination whether or not to reconstruct must be made under the Master Covenants before any determination can be made under this Declaration. To the extent that a determination is made under the Master Covenants not to rebuild or restore portions of The Property that support the Condominium, then the Condominium shall similarly not be rebuilt.

15. Condemnation.

15.1 Deposit of Awards. The taking of portions of the Shared Components by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and, subject to the provisions of the Master Covenants, shall be deposited with the SCU Owner. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the SCU Owner; and in the

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event of failure to do so, in the discretion of the SCU Owner, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty.

15.4 Taking of Shared Components. Awards for the taking of Shared Components shall be used to render the remaining portion of the Shared Components usable in the manner approved by the SCU Owner; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Shared Components. The balance of the awards for the taking of Shared Components, if any, shall be distributed to the Unit Owners in accordance with their Percentage Interests. Notwithstanding the foregoing, in the event that the costs of restoration resulting from any taking exceed $1,000,000.00, then the SCU Owner shall have the sole right to determine whether or not to repair and/or restore in the same manner as is provided in Section 14 above with respect to a casualty loss. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the said mortgagees.

16. **Occupancy and Use Restrictions**. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. Each Residential Unit shall be used only in accordance with the terms of this Declaration, the Master Covenants and all applicable county and state codes, ordinances and regulations (as same may be modified from time to time) and the approvals and permits issued for the Condominium and for no other purpose. Each Owner understands and agrees that it shall be bound by the limitations of the zoning designation and all county and state codes, ordinances and regulations and the Master Covenants (as all of same may be modified from time to time) and hereby releases the Declarant (its members, and its and their partners, shareholders and employees) from any and all liabilities and/or damages resulting from same. Each Residential Unit Owner understands and agrees that each Residential Unit shall not be used for commercial advertising or promotional purposes and without limiting Section 16.3 below, no logos, banners, signs, etc., (whether corporate, sports, political or otherwise) shall be displayed in a Residential Unit and visible from the exterior of such Residential Unit. The provisions of this Subsection 16.1 shall not be applicable to Units used by the Declarant, which it has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, guest suites, sales, re-sales and/or leasing offices and/or for the provision of management, construction, development, maintenance, repair and/or financial services.

The rights of Unit Owners to use the Shared Components shall be limited to the extent granted in, and subject to the restrictions of, Section 3.3(d), and the obligation for payment of the charges as

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set forth in Section 12 (provided, however, that in no event shall an Owner be denied access to and from the Owner's Unit). The Shared Components Unit can be used for any lawful purpose.

The provisions of this subsection 16.1 shall not be amended without the affirmative vote of not less than ninety percent (90%) of the total voting interests of all Unit Owners.

16.2 Pet Restrictions. No livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any portion of The Properties. Domesticated dogs and/or cats may be maintained in a Unit or coming upon the Condominium Property provided that such pets: (a) are permitted to be so kept by applicable laws and regulations, (b) are not left unattended on balconies, terraces, patios or in lanai areas and/or any Limited Shared Components, (c) are generally not a nuisance to residents of other Units or of neighboring buildings and/or Elements, and (d) are not a breed considered to be dangerous or a nuisance by the Shared Components Unit Owner; and (e) meet other requirements which may be established under the Master Covenants, the Shared Facilities Rules or any rules and regulations adopted by the Shared Components Owner or the Association; provided that none of the Shared Components Unit Owner, the Board, the Manager, the Declarant or the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Shared Components Unit Owner, the Board, the Manager, the Declarant, each Unit Owner and the Association in such regard. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately and also clean up any liquid waste to the extent such waste is located on hardscape, pavers or pavement. All dogs must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit or enclosed patio. No pets may be kept on patio areas or on balconies of any Units when the Owner is not in the Unit. Any damage to the Shared Components Unit or any other portion of the Condominium Property caused by a pet must be promptly repaired by the pet's owner. The Shared Components Unit Owner retains the right to effect said repairs and charge the Owner therefor. Further, violation of the provisions of this Section 16.2 shall entitle the Shared Components Unit Owner to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Section 16.2 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Residential Unit, provided that a bird(s) is not kept on Common Elements, Shared Components or becomes a nuisance or annoyance to neighbors.

16.3 Alterations. Without limiting the generality of Section 8.1 hereof, but subject to Section 9 hereof, no Residential Unit Owner shall cause or allow improvements or changes to any Residential Unit, Shared Components Unit, Shared Components, Common Elements or Association Property, without obtaining the prior written consent of the Association (as to the Common Elements only) or the SCU Owner (as to all other portions of the Condominium Property), in the manner specified in section 8.1 hereof. Additionally, curtains or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be consistent with the Project Standard. Notwithstanding the provisions of Section 8.1 above, any Unit Owner may display one portable, removable United States flag in a respectful way. Additionally, notwithstanding the provisions of Section 8.1 above or anything herein to the contrary, except as otherwise prohibited by any applicable laws or ordinances, any Unit Owner may display one portable, removable sign in a respectful way which supports or opposes a candidate for public office or a referendum question, provided that such sign does not exceed 18 inches x 24 inches.

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The SCU Owner shall have the right to establish non-discriminatory restrictions on any and all persons performing work within the Condominium Property, including, without limitation, by (a) restricting the hours during which work may be performed and restricting access of contractors to certain areas, (b) requiring that all persons performing any work have all necessary licenses and permits to perform the work, (c) requiring that all persons performing any work have adequate insurance coverage and that the Association, SCU Owner and Master Association be named additional insureds on such policy(ies), and (d) requiring a security deposit or other collateral to protect against damage that may be caused during such work.

Any window coverings which face the exterior windows or glass doors of Units shall be white or off-white only and shall not contain any logos, graphics, designs or depictions and shall be subject to disapproval by the SCU Owner, in which case they shall be removed and replaced by the Unit Owner, at such Owner's sole cost, with items acceptable to the SCU Owner. Without limiting the foregoing, the SCU Owner shall also have the right, but not the obligation, to adopt a uniform window covering regime which requires certain colors, styles or materials to be used.

16.4 Nuisances. No nuisances (as defined by the SCU Owner) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to owners, tenants or occupants of other Units or Lots or which interferes with the peaceful possession or proper use of other Units or Lots. No activity specifically permitted by this Declaration or the Master Covenants, including, without limitation, activities or businesses conducted from the Common Areas or within the overall Titletown, shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law).

Each Unit Owner, by acceptance of a deed or other conveyance of a Unit shall be deemed to understand and agree that the Condominium, as part of Titletown is located in an active urban environment located near a major sports and entertainment venue. There are a number of existing buildings and potential building sites that are contemplated within, and/or nearby to, Titletown, and as such, Unit Owners and tenants and Permitted Users will be affected by construction noise during the construction of Titletown, or noise that exists in the urban environment (including but not limited to: vehicle and traffic noise (including loading and unloading of trucks), construction noise from other buildings or building sites, sirens, noise from night clubs, festivals or other gatherings, loud music, mechanical noise from the Condominium or nearby structures, and/or aircraft noise and/or from the nearby sports and entertainment venue. None of same shall be deemed a nuisance hereunder. Further, **given the location of the Condominium, and the numerous events likely to exist in and around Titletown, traffic congestion, late night noise and other inconveniences are likely. By acquiring a Unit, each Unit Owner, for such Unit Owner and its Tenants and other Permitted Users, agrees not to object to the operations conducted within Titletown and/or the nearby sports and entertainment venue. FURTHER, EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT RESTAURANTS, CAFES, BAKERIES AND/OR OTHER FOOD SERVICE OPERATIONS MAY BE OPERATED WITHIN TITLETOWN AND THAT SUCH OPERATIONS MAY RESULT IN THE CREATION OF ODORS WHICH MAY AFFECT ALL PORTIONS OF THE PROPERTY, INCLUDING THE CONDOMINIUM PROPERTY. ACCORDINGLY, EACH OWNER AGREES (1) THAT SUCH ODORS SHALL NOT BE DEEMED A NUISANCE HEREUNDER, (2) THAT NEITHER THE DECLARANT NAMED IN THE MASTER COVENANTS, THE DECLARANT, AND/OR SCU UNIT OWNER SHALL BE LIABLE FOR THE EMANATION OF SUCH ODORS AND/OR ANY DAMAGES RESULTING**

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THEREFROM, AND (3) TO HAVE RELEASED **DECLARANT (UNDER THE MASTER COVENANTS), DECLARANT, AND/OR SCU UNIT OWNER AND ANY TENANT AND/OR OPERATOR FROM ANY OF THOSE AREAS** FROM ANY AND ALL LIABILITIES RESULTING FROM SAME. Similarly, inasmuch as the activities in Titletown and the nearby major sports and entertainment venue attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Condominium Property shall not be deemed a nuisance hereunder.

Each Unit Owner further understands and agrees that the Condominium is located in an active urban downtown neighborhood in direct proximity to a concert and sports event venue and Titletown. As a result of the location of the Condominium and the proximity to the activity venue and Titletown, noise, disruption, excessive traffic and other inconveniences are to be expected. Additionally, the concert and sports event venue and/or Titletown includes bright lights which may be seen from the Condominium Property. Unit Owners should anticipate the noise, light and other disruptions associated with the concert and sports event venue and/or Titletown. EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT THE FOREGOING CONDITIONS EXIST, THAT NEITHER THE DECLARANT, THE SCU OWNER, NOR THE ASSOCIATION SHALL BE LIABLE FOR THE DISTURBANCES OR DISTRACTIONS ASSOCIATED WITH SAME AND TO RELEASE DECLARANT, THE SCU OWNER AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

16.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, neither the Association, SCU Owner nor Master Association shall be liable to any person(s) for its failure to enforce the provisions of this Section 16.5. No activity specifically permitted by this Declaration or the Master Covenants shall be deemed to be a violation of this Section.

16.6 Leases. No portion of a Residential Unit (other than the entire Residential Unit) may be leased. Leasing of Residential Units shall be subject to the prior written approval of the SCU Owner, and each lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), the Master Covenants and with any and all rules and regulations adopted by the Association, the SCU Owner, and/or the Master Association from time to time (before or after the execution of the lease). Within five (5) days after executing a lease agreement for the lease of a Residential Unit, the Residential Unit Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Residential Unit. The Residential Unit Owner will be jointly and severally liable with the tenant to the Association, the SCU Owner, and the Master Association for any amount which is required to repair any damage to the Common Elements, shared Components or Common Areas, as applicable resulting from acts or omissions of tenants and to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are subordinate to any lien filed by the Association, Shared Component Unit Owner and/or Master Association

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whether prior or subsequent to such lease. The Shared Component Unit Owner may charge a fee in connection with the approval of any lease, sublease, or other transfer of a Residential Unit requiring approval, provided, however that such fee may not exceed $300 per applicant (or such greater amount as may from time to time be permitted by law) other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. If so required by the SCU Owner, Residential Unit Owners wishing to lease their Residential Units shall be required to place in escrow with the SCU Owner a reasonable sum, not to exceed the equivalent of two month's rental, which may be used by the SCU Owner to repair any damage to the Shared components resulting from acts or omissions of tenants (as determined in the sole discretion of the SCU Owner), and in the event that the escrowed funds are not sufficient to repair the damage, the Residential Unit Owner shall pay the SCU Owner the additional funds required to repair the damage. No lease of a Residential Unit shall be for a period of less than thirty (30) consecutive days. The provisions of this subsection shall not be amended without the affirmative vote of not less than ninety percent (90%) of the total voting interests of all Unit Owners.

16.7 Weight and Sound Restriction. No hard and/or heavy surface floor coverings, such as tile, marble, wood, terrazzo and the like shall be permitted unless: (i) installed by, or at the direction of, the Declarant or Declarant's designee, or (ii) first approved in writing by the SCU Owner. Each Residential Unit Owner is solely responsible for installation of an approved sound control material and any floor leveling due to minor inconsistencies of the concrete slab construction and leveling, feathering and patching required to meet the requirements of the applicable building code(s). The installation of the sound control materials shall be performed in a manner in accordance with the manufacturers' specifications and in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Residential Unit being occupied. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the SCU Owner has the right to require immediate removal of violations. Applicable warranties of the Declarant, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Residential Unit, hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or noises and/or vibrations from electrical, plumbing, HVAC and/or mechanical equipment can often be heard in another Unit. Neither Declarant under the Master Covenants, nor Declarant make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property and/or The Property as to the level of sound transmission and/or vibration from HVAC and/or mechanical equipment and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission and/or vibration.

16.8 Exterior Improvements. Without limiting the generality of Sections 8.1 or 16.3 hereof, but subject to any provision of this Declaration specifically permitting same, no Residential Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, flags, logos, banners, signs, screens, window tinting, furniture, light fixtures and equipment), without the prior written consent of the SCU Owner.

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16.9 Access to Residential Units. In order to facilitate access to Residential Units for the purposes enumerated in this Declaration, it shall be the responsibility of all Residential Unit Owners to deliver a set of keys (or access card or code, as may be applicable) to their respective Units to the Association and the SCU Owner to use in the performance of their functions. No Owner shall change the locks to his or her Residential Unit.

16.10 Mitigation. No non-breathable wall-coverings or low-permeance paints shall be installed within a Residential Unit or upon the Common Elements or Association Property. Additionally, any and all built-in casework, furniture, and or shelving in a Residential Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Residential Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Residential Unit, shall be deemed to have agreed that neither Declarant (under the Master Covenants), Declarant, Master Association, nor the SCU Owner is responsible, and each hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Residential Unit Owner, its family members and/or its or their Tenants and/or other Permitted Users and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Residential Unit Owner's responsibility to keep the Residential Unit clean, dry, well-ventilated and free of contamination and/or other hazards. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. Neither the Declarant (under the Master Covenants), Master Association nor the Declarant makes any representations or warranties regarding the existence or development of molds or mycotoxins and each Residential Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Declarant, Master Association and the Declarant harmless and agrees to indemnify the Declarant, Master Association and the Declarant from and against any and all claims made by the Unit Owner and the Unit Owner's Tenants and/or other Permitted Users on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, all attorneys fees and other legal and associated expenses through and including all appellate proceedings with respect to all matters mentioned in this Subsection 16.10. Additionally, neither the Declarant, Condominium Association and/or Shared Components Unit Owner and/or Shared Components Manager shall be liable for injury or damage to any person or property caused by the elements or resulting from any utility, rain, snow or ice which may accumulate, leak or flow from any portion of the Common Elements, Residential Units or Shared Components Unit or from any pipe, drain, conduit, appliance or equipment which the Condominium Association or the Shared Facilities Unit Owner is responsible to maintain under this Declaration.

16.11 Antennas, Satellite Dishes. To the extent permitted by applicable law, no Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Residential Unit (and/or areas appurtenant thereto), without the prior written consent of the SCU Owner.

16.12 Storage on Balconies/Terraces. No equipment, materials or other items shall be kept or stored or used on any balcony or terrace area of the Condominium, including but not limited to towels,

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clothing, bicycles, without the prior written approval of the SCU Owner. Any approved items on balconies/terraces shall be secured and/or removed during inclement weather. To the extent items are stored on a balcony or terrace, any protective coverings (e.g., a grill cover for an approved grill) shall be neutral and solid in color and without logos.

16.13 Open House. No person shall be permitted to have an "open house", a "broker's open" or host any other event intended to attract multiple prospects at a single time, in connection with any attempt to sell or lease a Residential Unit.

16.14 Recorded Documents; Development Approval. The use of the Units and the Condominium Property shall at all times comply with all conditions and/or limitations imposed in connection with the approvals and permits issued by the Village for the development of the Improvements, and all restrictions, covenants, conditions, limitations, agreements, reservations and easements now or hereafter recorded in the public records.

16.15 Relief. The SCU Owner shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 16 for good cause shown.

16.16 Effect on Declarant. To the extent permitted by law, the restrictions and limitations set forth in this Section 16 shall not apply to the Declarant nor to Units owned by the Declarant and/or SCU Owner.

16.17 Cumulative with Restrictions of the Master Covenants. The foregoing restrictions shall be in addition to, cumulative with, and not in derogation of those set forth in the Master Covenants.

17. **Right of First Refusal on Sales.** No Unit Owner other than the Declarant may sell his or her Unit, except by complying with the following provisions:

17.1 Right of First Refusal

(a) Any Unit Owner who receives a bona fide offer to purchase his or her Unit (such offer to purchase a Unit is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he or she intends to accept shall give notice by certified and/or registered mail to the Shared Components Unit Owner, or the Shared Components Unit Owner's appointee, of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Shared Components Unit Owner may reasonably require. The giving of such notice to the Shared Components Unit Owner shall constitute an offer by such Unit Owner to sell his or her Unit to the Shared Components Unit Owner upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Shared Components Unit Owner that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Shared Components Unit Owner may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Shared Components Unit Owner may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty (30) day period, by certified

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and/or registered mail, to purchase such Unit upon the same terms and conditions as contained in the Outside Offer (other than the closing date or any other provisions, which shall be as set forth in this Section) and as stated in the notice from the Offeree Unit Owner.

(b) In the event the Shared Components Unit Owner shall timely elect to purchase such Unit or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Shared Components Unit Owner, in accordance with the terms of the Outside Offer, within forty five (45) days after the giving of notice by the Shared Components Unit Owner of its election to accept such offer (or such later date, if the contract called for a later closing). If, pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Shared Components Unit Owner may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner shall convey the same to the Shared Components Unit Owner, or to its designee, by statutory warranty deed, with all tax and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable and the Offeree Unit Owner shall deliver an abstract or provide a title binder (and subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. Real estate taxes, mortgage interest, if any, and Common Expenses shall be apportioned between the Offeree Unit Owner and the Shared Components Unit Owner, or its designee, as of the closing date.

(c) In the event the Shared Components Unit Owner or its designee shall fail to accept such offer within thirty (30) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer within thirty (30) days after (i) notice of refusal is given by the Shared Components Unit Owner, or (ii) the expiration of the period in which the Shared Components Unit Owner or its designee might have accepted such offer, as the case may be. In the event the Offeree Unit Owner shall not, within such thirty (30) day period, accept, in writing, the Outside Offer or if the Offeree Unit Owner shall accept the Outside Offer within such thirty (30) day period, but such sale shall not be consummated in accordance with the terms of such Outside Offer or within a reasonable time after the date set for closing thereunder, then, should such Offeree Unit Owner thereafter elect to sell such Unit, the Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this Section.

(d) Any deed or lease to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or Tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations and all other agreements, documents or instruments affecting the Condominium Property or administered by the as the same may be amended from time to time.

(e) Any purported sale of a Unit in violation of this Section shall be voidable at any time at the election of the Shared Components Unit Owner and if the Shared Components Unit Owner shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Shared Components Unit Owner to institute legal proceedings to void the conveyance. Said Unit Owner shall reimburse the Shared Components Unit Owner for all expenses

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(including attorneys' fees and disbursements) incurred in connection with such proceedings.

(f) The foregoing restrictions regarding sales of Units shall not apply to Units sold by or to any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure or in satisfaction of debt. Such Institutional First Mortgagees shall have the right to sell Units they own without having to first offer the same for sale to the Shared Components Unit Owner.

(g) Notwithstanding anything herein contained to the contrary, the Shared Components Unit Owner, in exercising its rights as provided in this 17, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, sexual orientation, national origin or physical or mental handicap.

17.2 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by an officer of the Shared Components Unit Owner stating that the provisions of this Section 17 have been satisfied by a Unit Owner, or stating that the right of first refusal contained therein has been duly released or waived by the Shared Components Unit Owner and that, as a result thereof, the rights of the Shared Components Unit Owner thereunder have terminated, shall be conclusive with respect to all persons who rely on such certificate in good faith. The Shared Components Unit Owner shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such Section have, in fact, terminated or been waived. No fee shall be charged by the Shared Components Unit Owner in connection with the furnishing of such certificate in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time).

17.3 Exceptions. The provisions of this Section 17 shall not apply with respect to any sale or conveyance of any Unit by: (a) the Unit Owner thereof to his or her spouse, domestic partner, adult children, parents, parents-in-law, adult siblings or a trust, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity, or to any one or more of the above; (b) the Developer and/or the Declarant; (c) the Association; (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure; or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 17.

17.4 Gifts and Devises. Any Unit Owner shall be free to convey or transfer his or her Unit by gift, to devise his or her Unit by will, or to have his or her Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and the Unit subject to, the provisions of this Section 17.

18. **Compliance and Default**. The Association, each Unit Owner, occupant of a Unit, Tenant and other Permitted Users of a Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Master Covenants, and all exhibits annexed hereto or thereto and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

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18.1 Negligence and Compliance. A Unit Owner and/or Tenant and/or Permitted User of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or his or her guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association and/or SCU Owner, as applicable. In the event a Unit Owner, Tenant or Permitted User fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association or SCU Owner, in the manner required, the Association or SCU Owner, as applicable, shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section 18.1 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a Tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including, but not limited to, appellate attorneys' fees).

19. **Termination of Condominium**. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) all of the Unit Owners (including the Shared Components Unit Owner) vote to remove all or any part of the Condominium Property from the provisions of the Act, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property immediately following the termination of the condominium regime. Following the termination of the condominium regime, the property shall be deemed to be owned in common by the Unit Owners and the undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the Owner in the Common Elements.

In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

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20. **Additional Rights of Mortgagees and Others.**

20.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

20.2 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:

(a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;

(b) a sixty (60) day delinquency in the payment of the Assessments and/or Impositions on a mortgaged Unit;

(c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which requires the consent of a specified number of mortgage holders.

20.3 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

21. **Covenant Running With the Realty**. All provisions of the Master Covenants, this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association and/or SCU Owner, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Realty and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Declarant and subsequent owner(s) of the Realty or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, Tenants and Permitted Users of Units shall be subject to and shall comply with the provisions of the Master Covenants, this Declaration, the Articles, By-Laws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of the Master Covenants, this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association and Master Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. **The Master Covenants**. The Condominium is part of a larger development known as Titletown, which includes or is intended to include, one or more hotels, residential components, office components, retail operations, food and beverage operations, and certain commonly used facilities (as same may change from time to time, the "Overall Community" or "Titletown"). Titletown is governed by, and subject to, the Master Covenants, which allocates rights and obligations among the various owners governed thereby.

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23. Disclaimer of Warranties. **To the maximum extent lawful Declarant (under the Master Covenants), Declarant, the Master Association and the SCU Owner hereby disclaim any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property and/or The Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Neither Declarant (under the Master Covenants), Declarant, the Master Association nor the SCU Owner has given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Declarant that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium. The Unit Owner has not received nor relied on any warranties and/or representations from Declarant of any kind, other than as expressly provided herein.**

All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a Tenant or Permitted User thereof.

Each Unit Owner recognizes and agrees that Titletown is intended include retail, a hotel, offices, other residential and other improvements that will attract and/or offer services to the public. As a result of the foregoing, vehicular traffic near and around the Condominium may be very heavy and noise from such traffic and/or from the activities within or around Titletown may be detectable from the Condominium and create a nuisance. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with such heavy traffic and potential delays resulting from the proximity to, and activities from, Titletown and activities nearby, and the excessive noise that may result therefrom, and to have fully released the Declarant (under the Master Covenants), Declarant, the Master Association and the SCU Owner from any and all liability resulting from same.

Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that the Condominium is in close proximity to Lambeau Field and Titletown (collectively, the "Venue"). As a result of the proximity of the Condominium to the Venue, same may create a nuisance, as may the noise from the Venue which may be detectable from the Condominium. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to have assumed the risks associated with the proximity to the Venue and the noise and traffic that may result therefrom, and to have fully released Declarant, SCU Owner and Declarant's Affiliates from any and all liability resulting from same.

Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit. Without limiting the generality of this Section 23, Declarant does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances.

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24. **Expanding Condominium.**

24.1 Reservation of Expansion Rights. Pursuant to Section 703.026 of the Act, Declarant hereby reserves the right, for a period not to exceed ten (10) years from the date of the original recording of this Declaration, to expand the Condominium by subjecting the Expansion Lands described on Exhibit "1-A" and Exhibit "2" to this Declaration to the terms and provisions of this Condominium Declaration.

In the event that any of the Expansion Phases are added, the assessment obligations, voting rights and obligation for payment of the Shared Components Costs of all Units within the Condominium shall be governed by Sections 5 and 12 of this Declaration.

The boundaries of each Expansion Phase are shown on Exhibit 2 attached hereto and made a part hereof. The Common Elements of each Expansion Phase shall be limited to the airspace located fifty (50) feet above the roof of each completed condominium building, as such building exists at the time such Expansion Phase is submitted to this Condominium.

As the Condominium is expanded to encompass one (1) or more of the Expansion Phases, the Declarant shall record and Amendment to this Declaration to reflect such expansion, and the Declarant reserves the right to record such amendment without the consent or joinder of any other parties. In addition to the Amendment to the Declaration, the Declarant shall record an Amendment to the original Condominium plat, which Amendment shall include detail and information concerning the property added as if the said added property had been part of the original Condominium. Upon recording of an Amendment to the Declaration and the plat pursuant to this Article and the Act, each Unit Owner, by operation of law, has the percentage interests in the Common Elements, liabilities of the Common Expenses, liabilities of the Shared Components Costs, rights to Common Surpluses, and shall have the number of votes, set forth in such Amendment to the Declaration. In the event all Expansion Phases are added to the Condominium, the maximum number of Residential Units shall be 54 for a total number of Units equaling 55 Units (which includes the Shared Components Unit). The Shared Components Unit shall expand in size upon any expansion of the Condominium, as shown on any amendments to the plat.

Upon the submission of an Expansion Phase to the Declaration, the Declarant shall furnish a copy of the Amendment accomplishing the addition of the Expansion Phase to all existing Unit Owners.

The Declarant reserves the right under the provisions of this Section to make changes in the legal descriptions of the property to be added, and which changes may be required and or necessitated by Applicable Law.

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25. **Additional Provisions.**

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. All notices to the SCU Owner required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or by FedEx/UPS (delivery receipt signature required) to the SCU Owner in care of its office at the Condominium, or to such other address as the SCU Owner may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by any lawful manner to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

25.2 Mortgagees. Anything herein to the contrary notwithstanding, neither the Association nor the SCU Owner shall be responsible to any mortgagee or lienor of any Unit hereunder, and each may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association and SCU Owner, as applicable.

25.3 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

25.4 Interpretation. Whether or not expressly provided, any and all references herein to costs of "collection" shall include, without limitation, any costs of any collection agency and any costs of protection of the lien, and any references to "attorney's fees" shall include, without limitation, those incurred in any appeal or in connection with any bankruptcy or probate proceedings, as applicable.

25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

25.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Wisconsin.

25.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

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25.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

25.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

25.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Declarant, all documents or consents which may be required by all governmental agencies to allow the Declarant and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. Further, the SCU Owner is hereby granted the power to execute all documents or consents, on behalf of all Residential Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters affecting the Condominium Property (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner of a Residential Unit, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the SCU Owner, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents. The provisions of this Section may not be amended without the consent of the Declarant.

25.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

25.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

25.13 Liability of the SCU Owner. Notwithstanding anything contained herein or in any of the exhibits referenced herein or any other document governing or binding the SCU Owner (collectively, the "Applicable Documents"), neither the SCU Owner, Shared Components Manager nor the Association, except to the extent specifically provided to the contrary herein, shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Applicable Documents that the various provisions thereof which are enforceable by the SCU Owner and which govern or regulate the uses of The Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of The Property and the value thereof; and

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(b) the SCU Owner is not empowered, and does not exist, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Wisconsin, County and/or any other jurisdiction or the prevention of tortious activities.

Each Owner (by virtue of acceptance of title to a Unit) and each other person having an interest in or lien upon, or making use of, any portion of The Property (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the SCU Owner arising from or connected with any matter for which the liability of the SCU Owner has been disclaimed hereby. **AS USED IN THIS SECTION, REFERENCES TO DECLARANT AND/OR SCU OWNER AND/OR SHARED COMPONENTS MANAGER SHALL INCLUDE EACH OF THE NAMED PARTIES, THEIR MEMBERS, MANAGERS, PARTNERS, AND ITS AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AND ITS AND THEIR SUCCESSORS AND ASSIGNS.**

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 10th day of April, 2020.

Titletown Townhouse Development, LLC, a Wisconsin limited liability company

By: _____
Name: Edward R. Policy
Title: Manager

Address: 1265 Lombardi Avenue
Green Bay, Wisconsin 54304

STATE OF WISCONSIN)
) ss:
COUNTY OF BROWN)

The foregoing instrument was acknowledged before me this 10th day of April, 2020, by Edward R. Policy, as Manager of **Titletown Townhouse Development, LLC, a Wisconsin limited liability company**, on behalf of said limited liability company. He/she is personally known to me.

_____
Printed Name: Rhonda A. Borowicz

Notary Public, State of Wisconsin
Commission No. 136227

My commission expires:
August 11, 2021

This document was drafted by Matthew K. Impola, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202

Exhibit 1

Legal Description

Lots 2 and 3 of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Wisconsin.

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Exhibit 1-A

Legal Description of Expansion Lands

Lots 1 and 4 of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Wisconsin.

Lot 2 of the County Plat of The Townhouses of Brookwood Drive recorded as Document No. 2871380, all in the Village of Ashwaubenon, Brown County, Wisconsin.

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Exhibit 2

Copy of Condominium Plat

See attached.

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raSmith

SURVEYOR:
R. A. Smith, Inc.
16745 West Bluemound Road
Brookfield, WI., 53005
John P. Casucci, PLS
262-781-1000
john.casucci@rasmith.com

CA3166301 CP12ING dwg \ SHEET 1

● Indicates Found 1" Iron Pipe, unless noted.

BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

Lots 2 & 3, of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2693970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

I, John P. Casucci, do hereby certify that I have surveyed the above described property under the direction of Titletown Townhouse Development LLC and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of Brookwood Condominium as proposed at the date hereof, and the identification and proposed location of each Unit, the Shared Components Unit and the Common Elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the Condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC WI LAND SURVEYOR

John P. Casucci
JOHN P. CASUCCI, PLS, S - 2055

March 30, 2020
DATE

NOTES:

1. All portions of the Condominium Property located 50 feet above the roof are Common Elements and the only Common Elements. All portions of the Condominium Property other than Residential Units and the Common Elements are part of the Shared Components Unit.

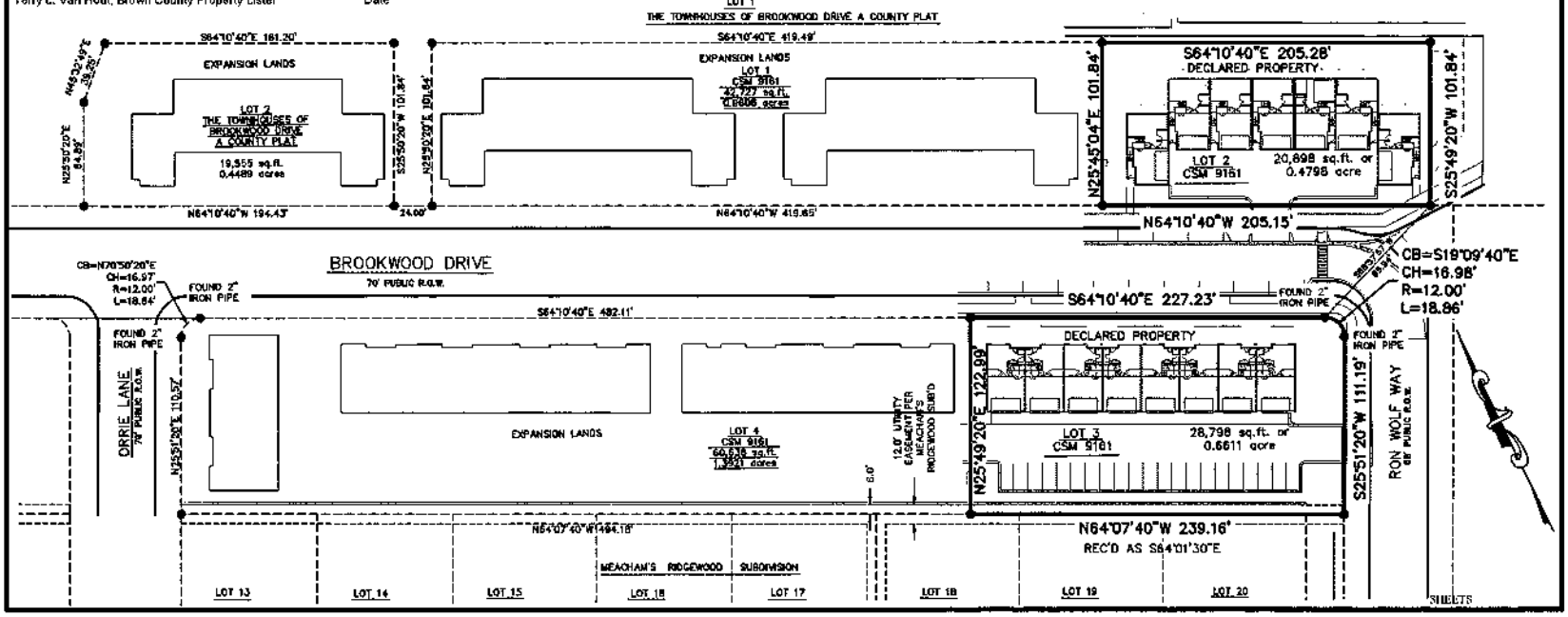
2. The Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Lands, including without limitation the Common Elements, Units, Shared Components Unit and the Limited Shared Components.

3. Shared Components Unit or SCU = UNIT 1
LSC = LIMITED SHARED COMPONENTS

There are no objections to this condominium plat with respect to 703.115 Wis. Stats. and is hereby approved for the Brown County Plan Commission.

Terry L. Van Hout, Brown County Property Lister — Date

GRAPHIC SCALE
25 0 12.5 25 50 100
(IN FEET)
1 inch = 50 ft.



BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

NOTES

1. All dimensions shown are measured to the nearest hundredth of a foot. All bearings are referenced to the North line of the South 1/2 of Private Claim 13, West Side of the Fox River whose bearing is South 64°05'07" East, Wisconsin County Coordinate System (WCCS), Brown County, NAD83 (2011), Geoid 12A, US survey foot, using the WISCORS network.

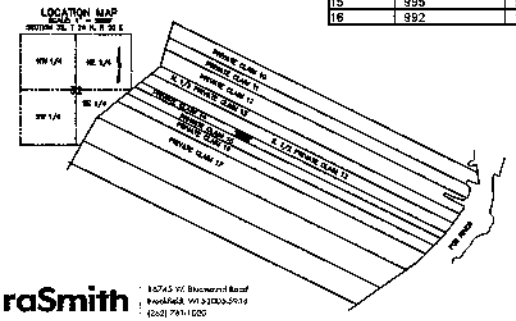
2. This Map lies within Airport Zoning District "C". The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

3. Setbacks:

Lots 1 & 2	Lots 3 & 4	Lot 2 Town Houses of Brookwood
Front - 12'	Front - 0'	Front - 12'
Side - 5'	Side - 10'	Side - 5'
Rear - 0'	Rear - 30'	Rear - 0'

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

UNIT #	LEVEL 1 sq.ft.	LEVEL 2 sq.ft.	LEVEL 3 sq.ft.	TOTAL AREA sq.ft.
1	49,696	-	-	49,696
2	1,127	1,171	1,171	3,469
3	1,131	1,150	1,150	3,431
4	1,131	1,150	1,150	3,431
5	1,131	1,150	1,150	3,431
6	1,131	1,150	1,150	3,431
7	1,131	1,150	1,150	3,431
8	1,127	1,171	1,171	3,469
9	992	1,007	1,007	3,006
10	996	990	990	2,976
11	995	990	990	2,975
12	996	990	990	2,976
13	995	990	990	2,975
14	996	990	990	2,976
15	995	990	990	2,975
16	992	1,007	1,007	3,006



raSmith
CREATIVE BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1020
rasmith.com

BROOKWOOD CONDOMINIUM LEGAL DESCRIPTION

Lots 2 & 3, of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

EXPANSION LANDS LEGAL DESCRIPTION

Lots 1 & 4, of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

Also,

Lot 2, The Town Houses of Brookwood, a County Plat, Being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

BROWN COUNTY REGISTER OF DEEDS DOC #2898054 PG 57

raSmith

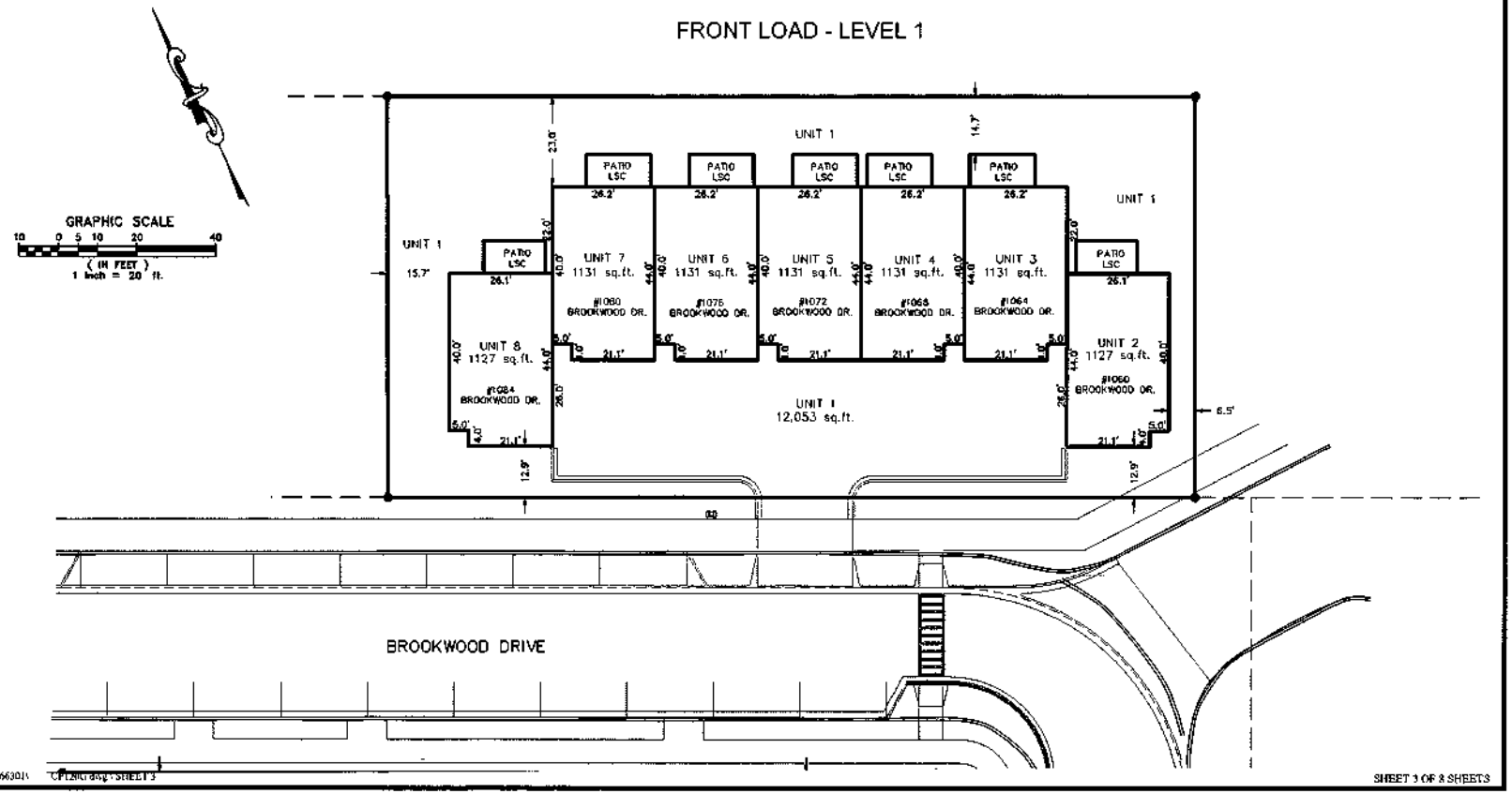
The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

LSC = LIMITED SHARED COMPONENTS ARE PART OF UNIT 1

BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

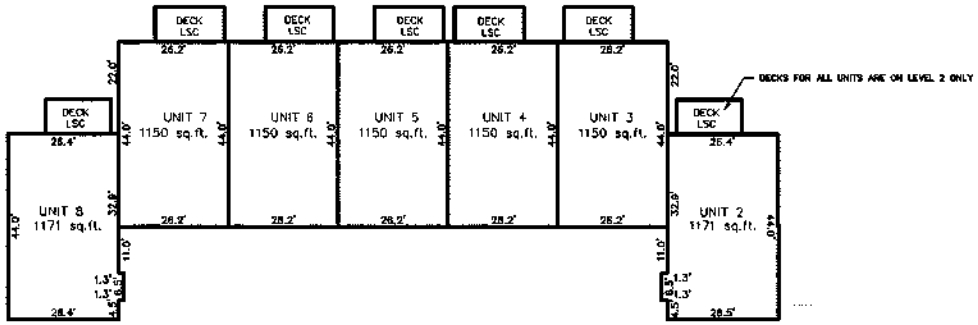
FRONT LOAD - LEVEL 1



BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

FRONT LOAD - LEVEL 2 & 3





NOT TO SCALE

LSC = LIMITED SHARED COMPONENTS
ARE PART OF UNIT 1

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

raSmith

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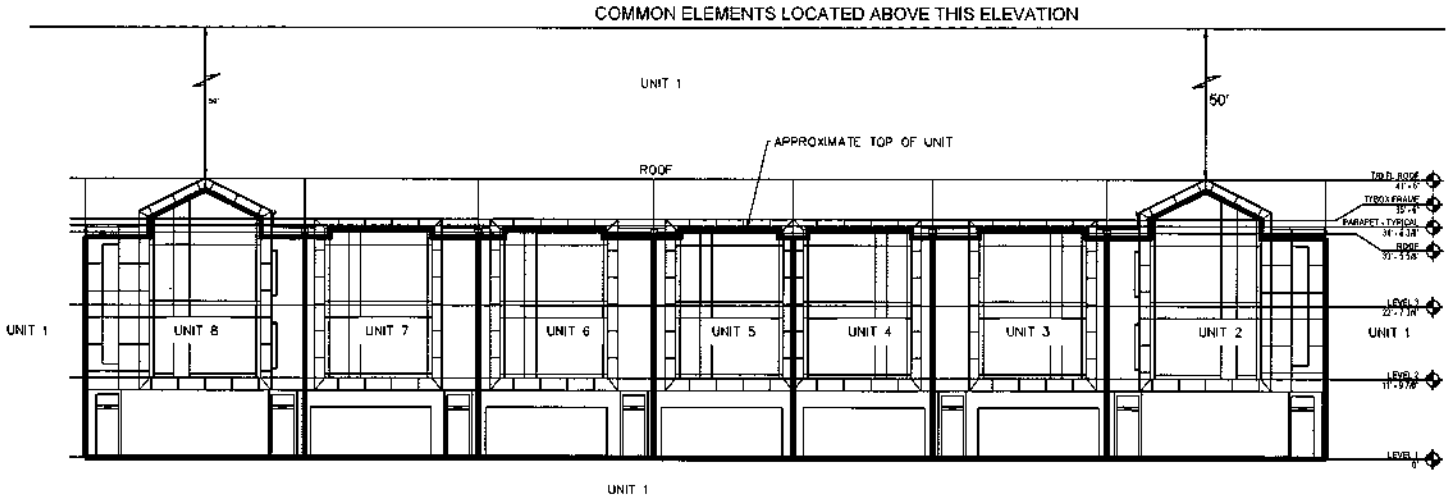
SHEET 4 OF 8 SHEETS

BROWN COUNTY REGISTER OF DEEDS DOC #2898054 PG 59

BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

ELEVATION VIEW - LOOKING NORTH FROM BROOKWOOD DRIVE



NOT TO SCALE

raSmith

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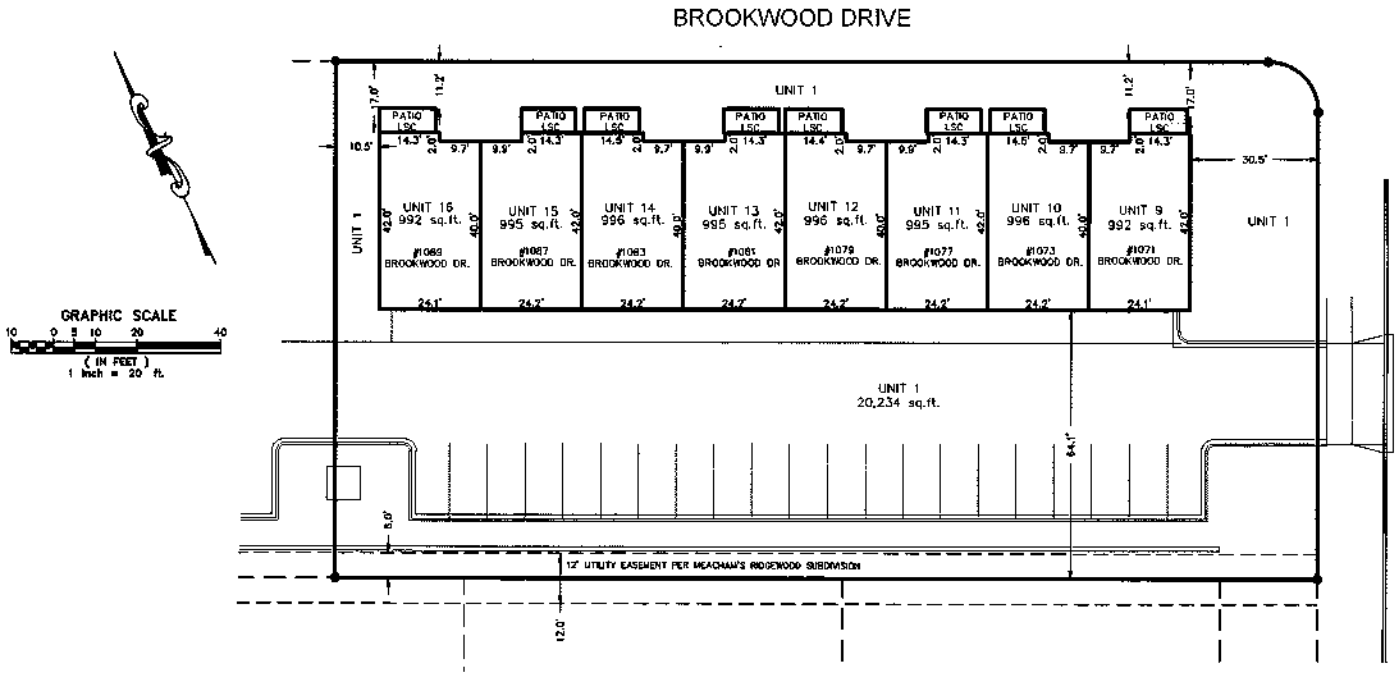
SHEET 5 OF 8 SHEETS

BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

REAR LOAD - LEVEL 1



LSC = LIMITED SHARED COMPONENTS
ARE PART OF UNIT 1

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

raSmith
CREATIVITY BEYOND ENGINEERING

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SHEET 6 OF 8 SHEETS

BROWN COUNTY REGISTER OF DEEDS DOC #2898054 PG 61

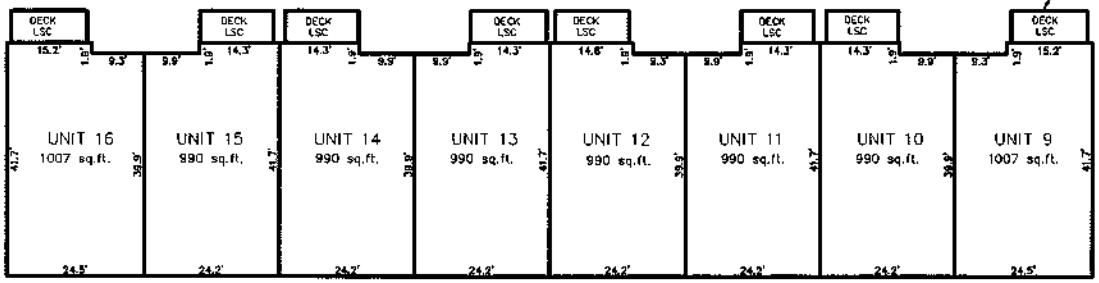
BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

NOT TO SCALE

REAR LOAD - LEVEL 2 & 3

DECKS FOR ALL UNITS ARE ON LEVEL 2 ONLY



LSC = LIMITED SHARED COMPONENTS
ARE PART OF UNIT 1

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

raSmith

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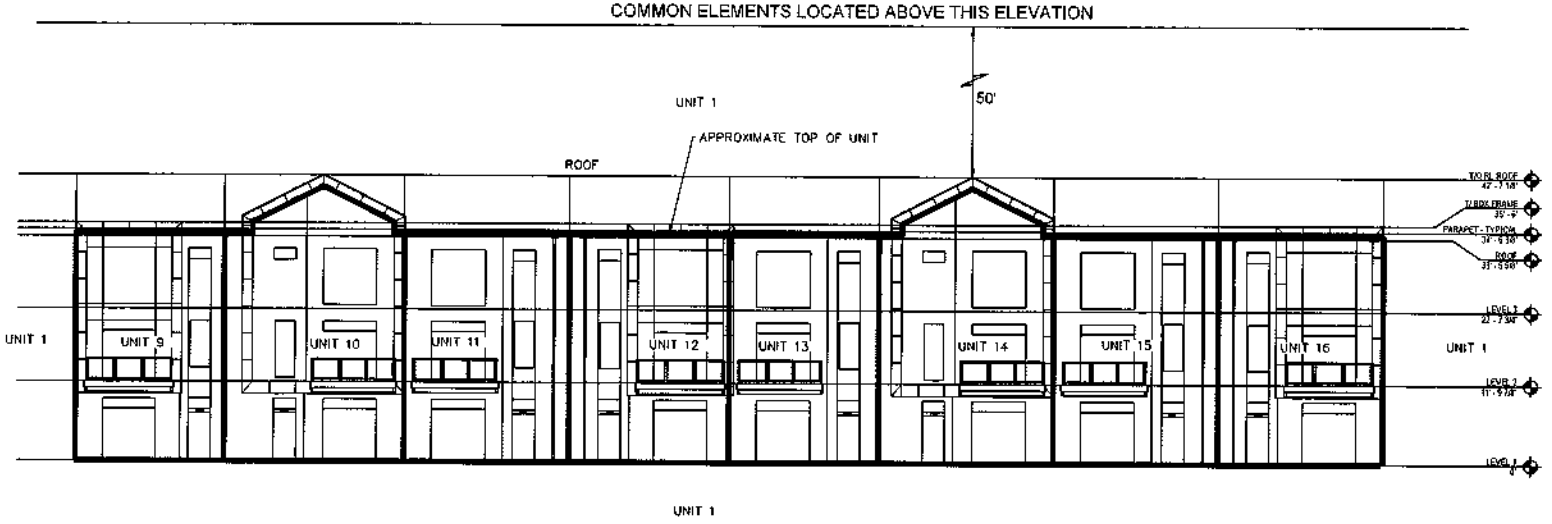
BROWN COUNTY REGISTER OF DEEDS DOC #2898054 PG 62

BROOKWOOD CONDOMINIUM

Village of Ashwaubenon, Brown County, WI

ELEVATION VIEW - LOOKING SOUTH FROM BROOKWOOD DRIVE



NOT TO SCALE

raSmith

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SHEET 8 OF 8 SHEETS

2957020
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
05/03/2021 03:27 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 14
****The above recording information verifies that this document has been electronically recorded and returned to the submitter****

Document Number

FIRST AMENDMENT TO DECLARATION OF BROOKWOOD CONDOMINIUM
Document Title

Recording Area

Name and Return Address:
Matthew K. Impola
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5306

SK 14

See Exhibits A and B

Parcel Identification Number (PIN)

This instrument was drafted by:
Matthew K. Impola – Foley & Lardner LLP, Milwaukee, Wisconsin

FIRST AMENDMENT TO DECLARATION OF BROOKWOOD CONDOMINIUM

WHEREAS, **TITLETOWN TOWNHOUSE DEVELOPMENT, LLC**, a Wisconsin limited liability company, as Declarant (the "**Declarant**") executed a Declaration of Brookwood Condominium, recorded on April 14, 2020 in the Brown County, Wisconsin Recorder's Office (the "**Recorder's Office**") as Document #2898054 (the "**Declaration**"), subjecting certain property located in the Village of Ashwaubenon, Brown County, Wisconsin more particularly described on Exhibit A attached hereto (the "**Condominium Property**"); and

WHEREAS, Section 24.1 of the Declaration provides that the Declarant may amend the Declaration within ten years from the date of the recordation of the Declaration for the purposes of adding to the Condominium Property any or all of the land described in Section 24.1 (the "**Expansion Phases**") and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as such term is defined in the Declaration) in accordance with the terms and provisions of Section 703.026 of the Act (as such term is defined in the Declaration);

WHEREAS, Declarant desires to add that portion of the Expansion Phases more particularly described on Exhibit B attached hereto (the "**Addendum #1 Property**") to the Condominium Property, in accordance with the terms of the Declaration.

NOW, THEREFORE, pursuant to Section 24.1 of the Declaration, Declarant, as the fee owner of the Addendum #1 Property, hereby supplements and amends the Declaration as follows:

1. Property; Condominium Property. The term "**Realty**" and the term "**Condominium Property**" as defined in the Declaration are hereby deemed to refer to all of the property described on Exhibits A and B attached hereto. The first sentence of Section 3.1 of the Declaration is amended to read as follows: "The Realty has constructed thereon four (4) Buildings containing a total of thirty (30) Units, consisting of twenty-nine (29) Residential Units and one (1) Shared Components Unit." After the recording of this First Amendment, the Percentage Interests and voting shall be adjusted for each Unit in accordance with Section 5 of the Declaration.

2. Plat. A copy of the Brookwood Condominium Addendum No. 1 is attached hereto and incorporated herein as Exhibit C. The Unit numbers and square footages for the expansion Units and Buildings are as shown on Exhibit C.

Except as herein amended, all of the terms, covenants and conditions of the Declaration are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of the Property and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS THIS PAGE.]

IN WITNESS WHEREOF, this First Amendment is dated and executed this 28th day of April, 2021 by Declarant.

TITLETOWN TOWNHOUSE DEVELOPMENT, LLC

By: _____
Name: Edward R. Policy
Its: Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 28th day of April, 2021, the above named Edward R. Policy, the Manager of Titletown Townhouse Development, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name: Rhonda A. Borowicz
Notary Public
State of Wisconsin
My Commission expires: 8-11-2021

RHONDA A. BOROWICZ NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT A

Legal Description of Condominium Property

Lots 2 and 3 of Certified Survey Map No. 9161, recorded March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Wisconsin.

Tax Parcel Nos: VA-1516 and VA-1524

EXHIBIT B

Legal Description of Addendum #1 Property

Lot 1 of Certified Survey Map No. 9161, recorded March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Wisconsin.

Tax Parcel No: VA-1524

EXHIBIT C

Plat Addendum

See attached.

BROWN COUNTY REGISTER OF DEEDS DOC #2957020 PG 7

tabbies

EXHIBIT 2

raSmith
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16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SA5166301\dwg\ CP300G.dwg \ SHEET 1

SURVEYOR:
R. A. Smith, Inc.
16745 West Bluemound Road
Brookfield, WI., 53005
John P. Casucci, PLS
262-781-1000
john.casucci@rasmith.com

BROOKWOOD CONDOMINIUM ADDENDUM NO. 1

Village of Ashwaubenon, Brown County, WI

Lot 1 of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

I, John P. Casucci, do hereby certify that I have surveyed the above described property under the direction of Titletown Townhouse Development LLC and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is an addendum to Brookwood Condominium being Document No. 2898053 and is a correct representation of Brookwood Condominium Addendum No. 1 as proposed at the date hereof, and the identification and proposed location of each Unit, the Shared Components Unit and the Common Elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the Condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC WI LAND SURVEYOR

John P. Casucci
JOHN P. CASUCCI, PLS, S-2055

June 29, 2020
DATE

NOTES:

1. All portions of the Condominium Property located 50 feet above the roof are Common Elements and the only Common Elements. All portions of the Condominium Property other than Residential Units and the Common Elements are part of the Shared Components Unit.

2. The Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Lands, including without limitation the Common Elements, Units, Shared Components Unit and the Limited Shared Components.

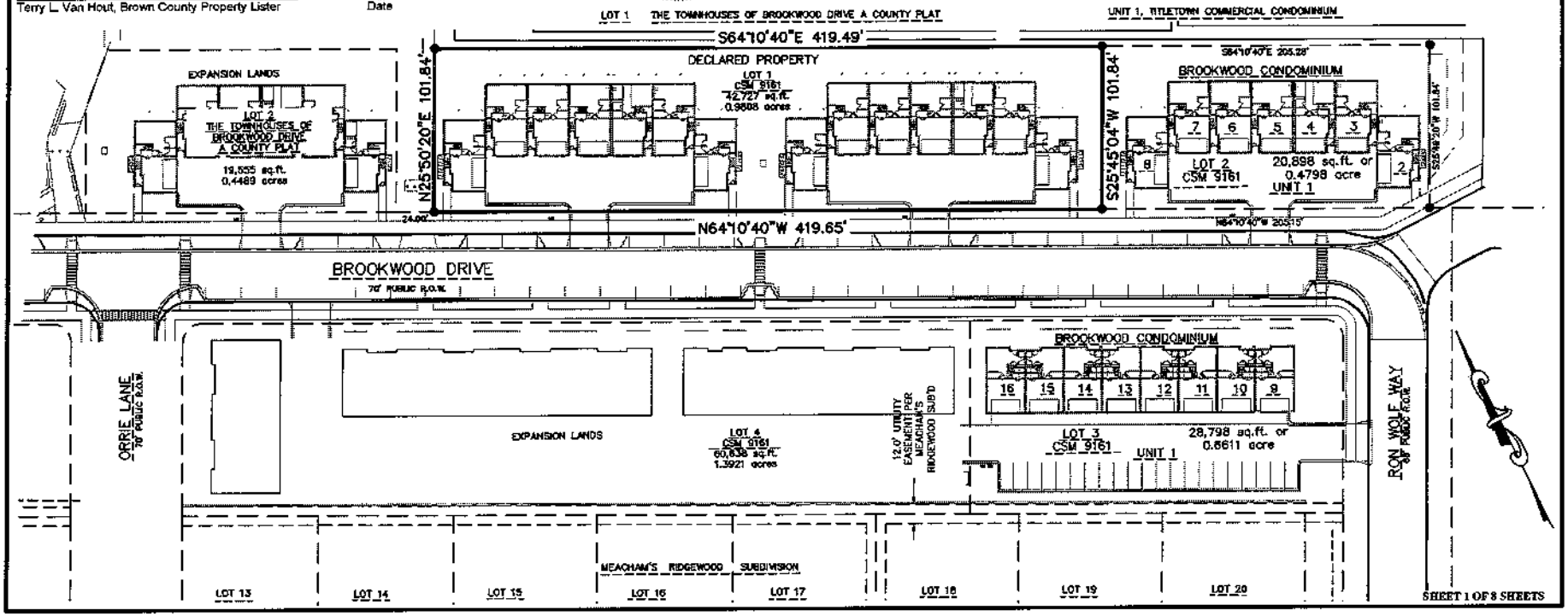
3. Shared Components Unit or SCU = UNIT 1
LSC = LIMITED SHARED COMPONENTS

● Indicates Found 1" Iron Pipe, unless noted.

There are no objections to this condominium plat with respect to 703.115 Wis. Stats. and is hereby approved for the Brown County Plan Commission.

Terry L. Van Hout, Brown County Property Lister — Date

GRAPHIC SCALE
25 0 12.5 25 50 100
(IN FEET)
1 Inch = 50 ft.



SHEET 1 OF 8 SHEETS

BROWN COUNTY REGISTER OF DEEDS DOC #2957020 PG 8

BROOKWOOD CONDOMINIUM ADDENDUM NO. 1

Village of Ashwaubenon, Brown County, WI

NOTES

1. All dimensions shown are measured to the nearest hundredth of a foot. All bearings are referenced to the North line of the South 1/2 of Private Claim 13, West Side of the Fox River whose bearing is South 64°05'07" East, Wisconsin County Coordinate System (WCCS), Brown County, NAD83 (2011), Geoid 12A, US survey fool, using the WISCORS network.

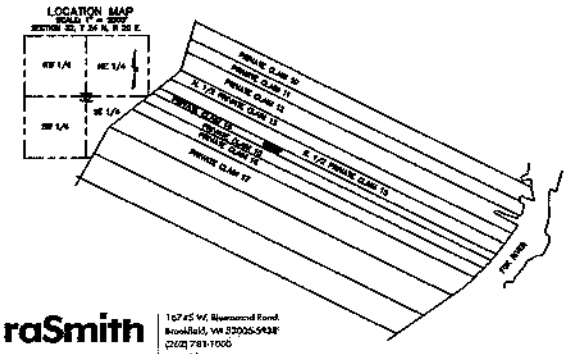
2. This Map lies within Airport Zoning District "C". The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

3. Setbacks:

Lot 1
Front - 12'
Side - 5'
Rear - 0'

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

UNIT #	LEVEL 1 sq.ft.	LEVEL 2 sq.ft.	LEVEL 3 sq.ft.	TOTAL AREA sq.ft.
1	42,727	-	-	42,727
17	1,127	1,171	1,171	3,469
18	1,131	1,150	1,150	3,431
19	1,131	1,150	1,150	3,431
20	1,131	1,150	1,150	3,431
21	1,131	1,150	1,150	3,431
22	1,131	1,150	1,150	3,431
23	1,127	1,171	1,171	3,469
24	1,127	1,171	1,171	3,469
25	1,131	1,150	1,150	3,431
26	1,131	1,150	1,150	3,431
27	1,131	1,150	1,150	3,431
28	1,131	1,150	1,150	3,431
29	1,131	1,150	1,150	3,431
30	1,127	1,171	1,171	3,469



Unit 1	
Brookwood Condominium	49,696 sq.ft.
Addendum 1	42,727 sq.ft.
Total	92,423 sq.ft.

BROOKWOOD CONDOMINIUM ADDENDUM NO.1 LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

EXPANSION LANDS LEGAL DESCRIPTION

Lot 4 of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

and

Lot 2 of The Townhouses of Brookwood Drive, a County Plat, recorded on August 26, 2019 as Document No. 2871380, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

John P. Casucci

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

June 29, 2020

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

S:\516630\dwg\ CP300G.dwg \ SHEET 2

BROWN COUNTY REGISTER OF DEEDS DOC #2957020 PG 9

raSmith
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

LSC = LIMITED SHARED COMPONENTS ARE PART OF UNIT 1

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 1
Village of Ashwaubenon, Brown County, WI

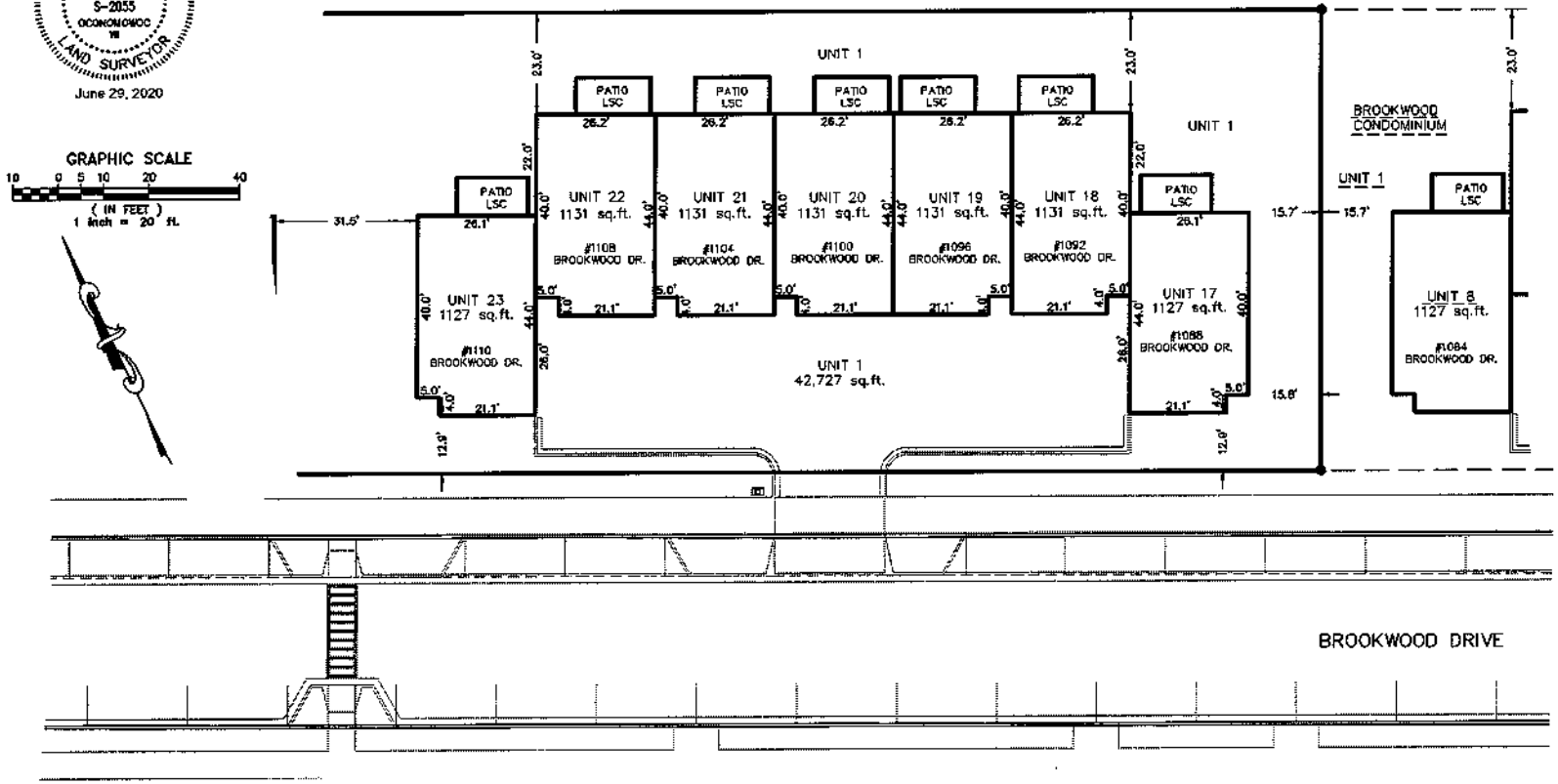
John P. Casucci

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

June 29, 2020

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

FRONT LOAD - LEVEL 1



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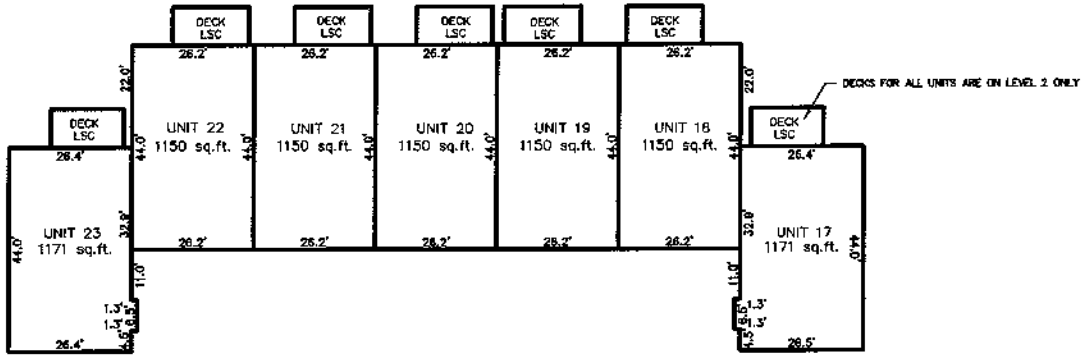
BROOKWOOD CONDOMINIUM
ADDENDUM NO. 1
Village of Ashwaubenon, Brown County, WI

FRONT LOAD - LEVEL 2 & 3





NOT TO SCALE

LSC = LIMITED SHARED COMPONENTS
ARE PART OF UNIT 1

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC WI
LAND SURVEYOR

June 29, 2020

raSmith
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16745 W. Rivermund Road
Brookfield, WI 53005-5938
(262) 781-1055
rasmith.com

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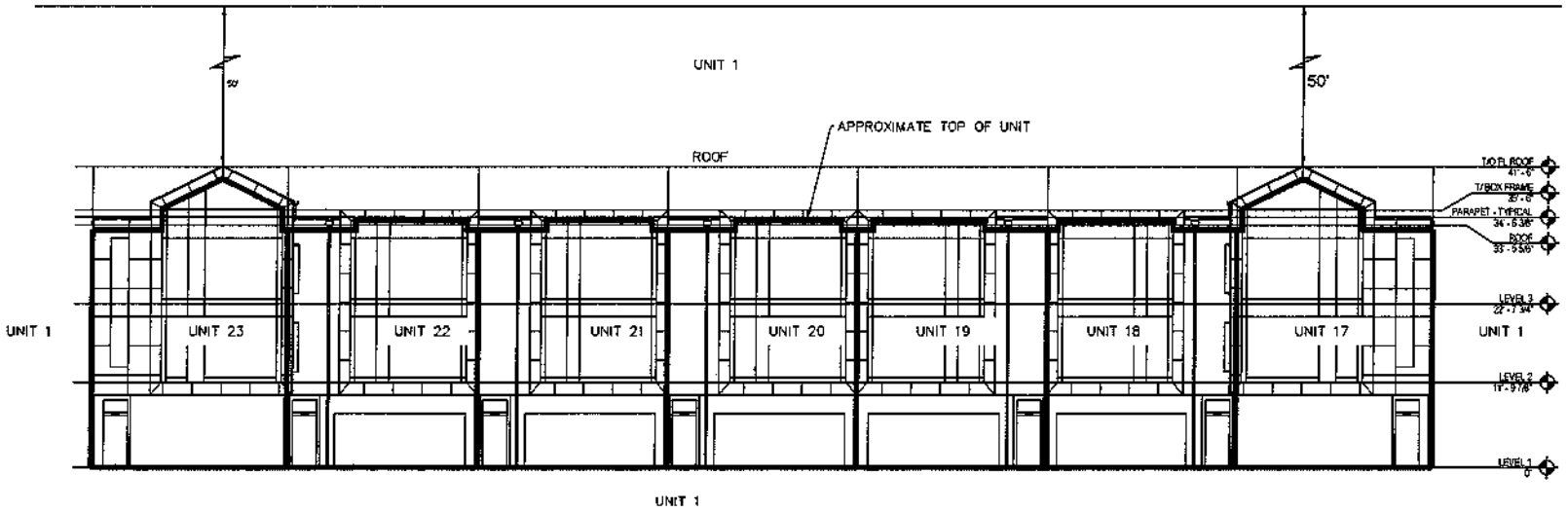
SHEET 4 OF 8 SHEETS

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 1
Village of Ashwaubenon, Brown County, WI

ELEVATION VIEW - LOOKING NORTH FROM BROOKWOOD DRIVE

COMMON ELEMENTS LOCATED ABOVE THIS ELEVATION



NOT TO SCALE

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC WI
LAND SURVEYOR

June 29, 2020

raSmith
CREATIVITY BEYOND ENGINEERING
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Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

S:\5166301\dwg\ CP300G.dwg \ SHEET 5

SHEET 5 OF 8 SHEETS

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 1
Village of Ashwaubenon, Brown County, WI

raSmith
CREATIVITY, ACTIONS, ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

LSC = LIMITED SHARED COMPONENTS ARE PART OF UNIT 1

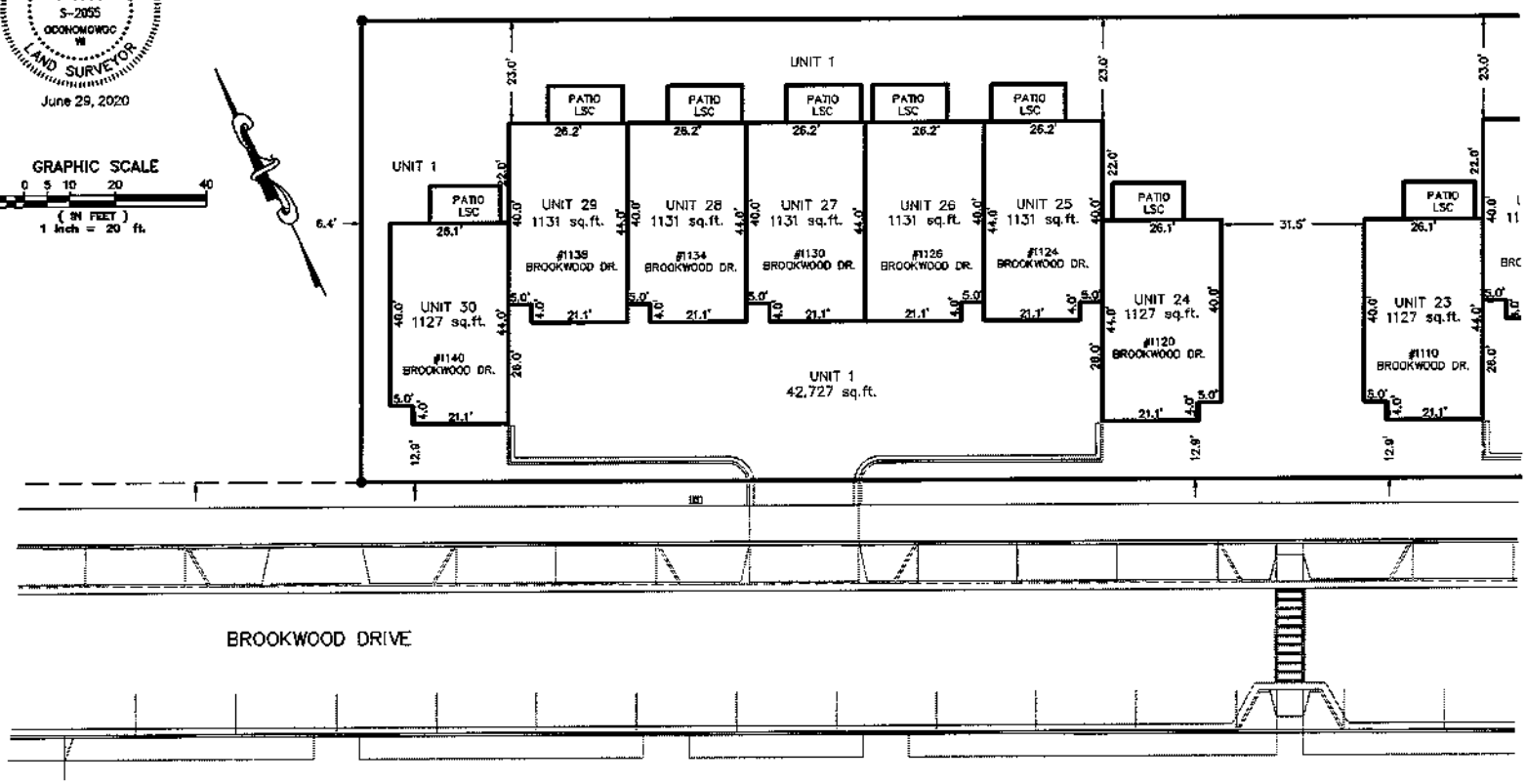
John P. Casucci

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

June 29, 2020

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 20 ft.

FRONT LOAD - LEVEL 1



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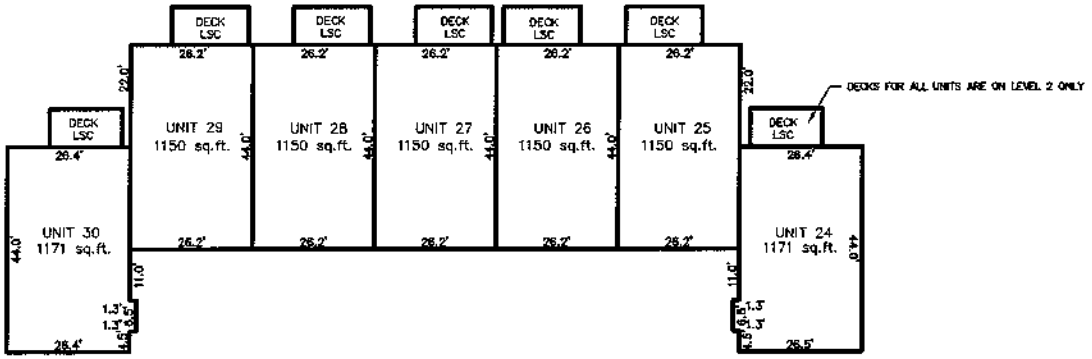
SHEET 6 OF 8 SHEETS

BROWN COUNTY REGISTER OF DEEDS DOC #2957020 PG 13

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 1
Village of Ashwaubenon, Brown County, WI

FRONT LOAD - LEVEL 2 & 3



NOT TO SCALE

LSC = LIMITED SHARED COMPONENTS ARE PART OF UNIT 1

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC WI LAND SURVEYOR

June 29, 2020

raSmith
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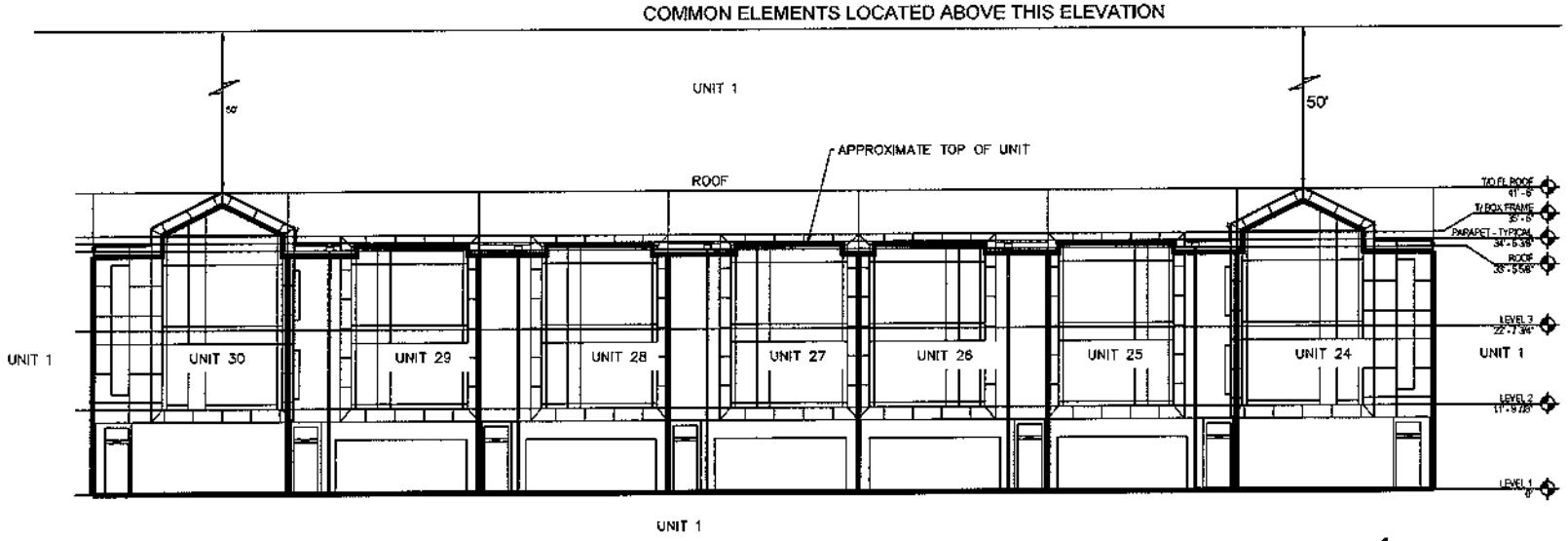
rasmith.com

S:\516630\Dwg\CP300G.dwg \ SHEET 7

BROWN COUNTY REGISTER OF DEEDS DOC #2957020 PG 14

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 1
Village of Ashwaubenon, Brown County, WI

ELEVATION VIEW - LOOKING NORTH FROM BROOKWOOD DRIVE



NOT TO SCALE

John P Casucci

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC WI LAND SURVEYOR

June 29, 2020

raSmith
INNOVATIVE DESIGN ENGINEERING
16745 W. Glendale Road
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Document Number

SECOND AMENDMENT TO DECLARATION OF BROOKWOOD CONDOMINIUM

3060557
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
04/03/2024 04:00 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 11

Recording Area

Name and Return Address

Joseph S. Rupkey, Esq.
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202-5306

SKC
11

See **Exhibit A** and **Exhibit B**

Parcel Identification Number (PIN)

This instrument was drafted by Joseph S. Rupkey, Esq. of Foley & Lardner LLP, 777 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202.

4862-6072-7212.3

SECOND AMENDMENT TO DECLARATION OF BROOKWOOD CONDOMINIUM

THIS SECOND AMENDMENT TO DECLARATION OF BROOKWOOD CONDOMINIUM (this "Amendment") is dated as of the 1st day of ~~March~~ April, 2024, by **TITLETOWN TOWNHOUSE DEVELOPMENT, LLC**, a Wisconsin limited liability company ("Declarant").

RECITALS:

A. Pursuant to that certain Declaration of Brookwood Condominium, recorded on April 14, 2020 in the office of the Register of Deeds for Brown County, Wisconsin as Document No. 2898054, as amended by First Amendment to Declaration of Brookwood Condominium recorded on May 3, 2021 as Document No. 2957020 (as amended, the "Declaration"), and that certain Brookwood Condominium Addendum No. 1 recorded on May 3, 2021 as Document No. 2957019, certain real property located in the Village of Ashwaubenon, Brown County, Wisconsin, as more particularly described on Exhibit A attached hereto (the "Condominium Property"), was submitted to the Wisconsin Condominium Act (the "Act").

B. Section 24.1 of the Declaration provides that Declarant may amend the Declaration within ten (10) years from the date of the recordation of the Declaration for the purpose of adding to the Condominium Property any or all of the land described in Section 24.1 of the Declaration (the "Expansion Phases"), and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as such term is defined in the Declaration) in accordance with the terms and provisions of Section 703.026 of the Act.

C. Declarant desires to add that portion of the Expansion Phases more particularly described on Exhibit B attached hereto (the "Addendum #2 Property") to the Condominium Property, in accordance with the terms of the Declaration.

NOW, THEREFORE, pursuant to Section 24.1 of the Declaration, Declarant, as the fee owner of the Addendum #2 Property, hereby supplements and amends the Declaration as follows:

1. Realty; Condominium Property. The term "Realty" and the term "Condominium Property" as defined in the Declaration are hereby deemed to refer to all of the property described on both Exhibit A and Exhibit B attached hereto. The first sentence of Section 3.1 of the Declaration is amended to read as follows: "The Realty has constructed thereon five (5) Buildings containing a total of thirty-six (36) Units, consisting of thirty-five (35) Residential Units and one (1) Shared Components Unit." After the recording of this Amendment, the Percentage Interests and voting shall be adjusted for each Unit in accordance with Section 5 of the Declaration.

2. Plat. A copy of Brookwood Condominium Addendum No. 2 is attached hereto and incorporated herein as Exhibit C. The Unit numbers and square footages for the expansion Units and Buildings are as shown on Exhibit C.

3. Ratification. Except as herein amended, all of the terms, covenants and conditions of the Declaration are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of the Condominium Property and their respective successors and assigns.

BROWN COUNTY REGISTER OF DEEDS DOC #3060557 PG 2

4. Conflict. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control.

[SIGNATURE PAGE FOLLOWS THIS PAGE.]

BROWN COUNTY REGISTER OF DEEDS DOC #3060557 PG 3

IN WITNESS WHEREOF, this Amendment is dated and executed as of the date first set forth above.

TITLETOWN TOWNHOUSE DEVELOPMENT, LLC

By: _____
Name: Edward R. Policy
Title: Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this 1st day of ~~March~~ April, 2024, the above named Edward R. Policy, the Manager of Titletown Townhouse Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

RHONDA A. BOROWICZ NOTARY PUBLIC STATE OF WISCONSIN

_____
Printed Name: Rhonda A. Borowicz
Notary Public
State of Wisconsin
My Commission expires: 08-11-2025

4862-6072-7212.3

EXHIBIT A

Legal Description of the Condominium Property

Lots 1, 2 and 3 of Certified Survey Map No. 9161, recorded March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

Tax Parcel Nos.: _____

BROWN COUNTY REGISTER OF DEEDS DOC #3060557 PG 5

EXHIBIT B

Legal Description of the Addendum #2 Property

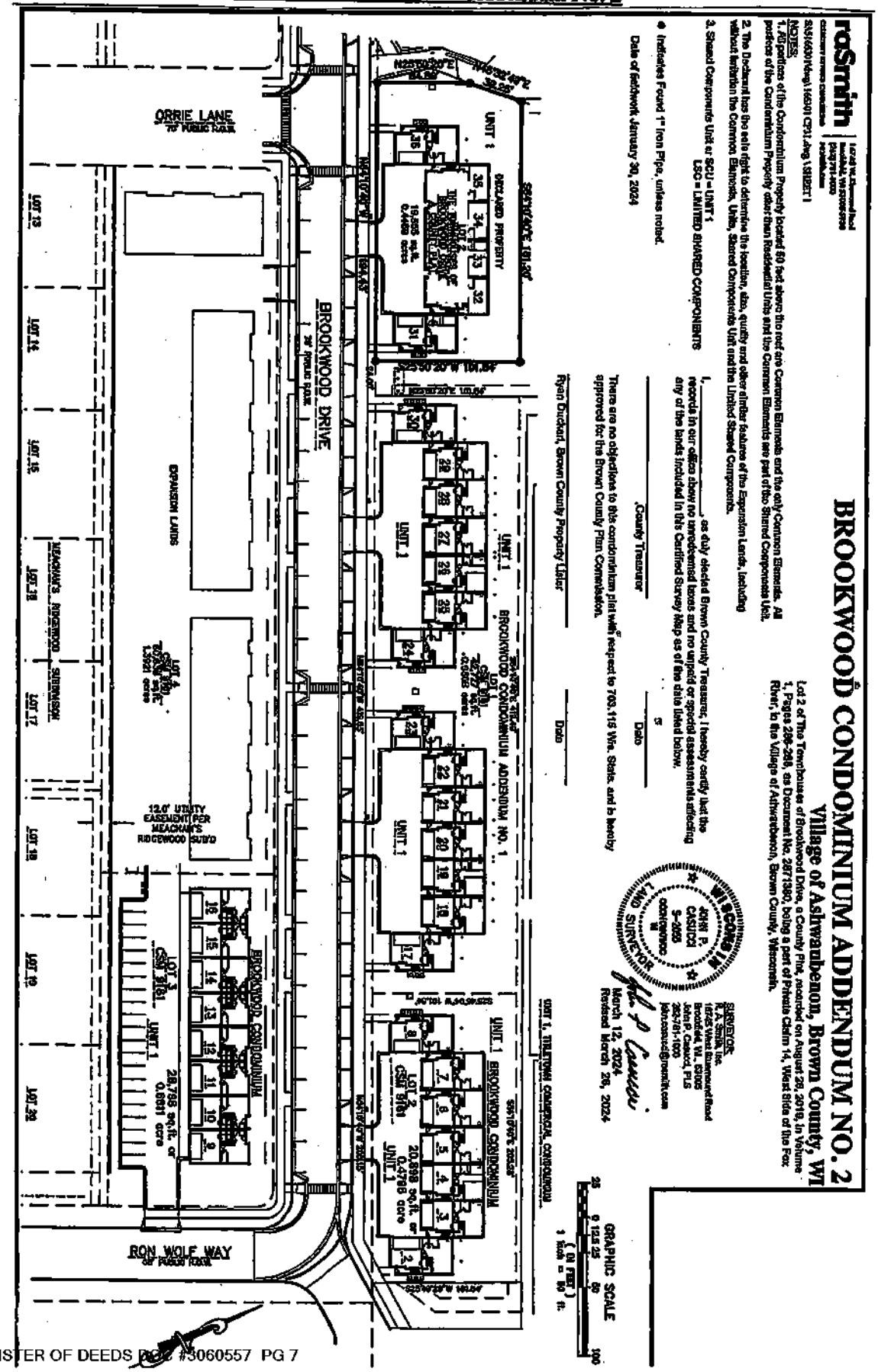
Lot 2 of The Townhouses of Brookwood Drive, a County Plat, recorded on August 26, 2019 in Volume 1, Pages 286-288, as Document No. 2871380, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

Tax Parcel No.: _____

BROWN COUNTY REGISTER OF DEEDS DOC #3060557 PG 6

EXHIBIT C

Brookwood Condominium Addendum No. 2



BROWN COUNTY REGISTER OF DEEDS DOC. #3060557 PG 7

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 2
Village of Ashwaubenon, Brown County, WI

NOTES

1. All dimensions shown are measured to the nearest hundredth of a foot. All bearings are referenced to the North line of the South 1/2 of Private Claim 13, West Side of the Fox River whose bearing is South 64°05'07" East, Wisconsin County Coordinate System (WCCS), Brown County, NAD83 (2011), Geoid 12A, US survey foot, using the WISCORS network.

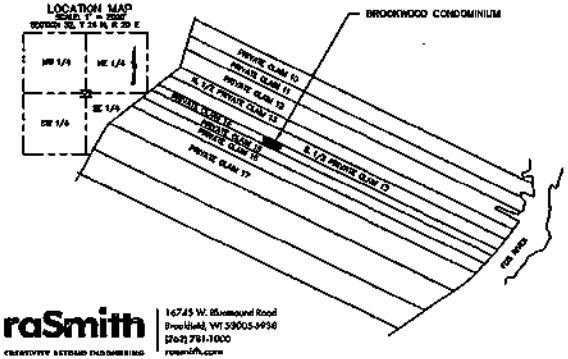
2. This Map lies within Airport Zoning District "C". The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

3. Setbacks:

Lot 1
Front - 12'
Side - 5'
Rear - 0'

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

UNIT #	LEVEL 1 sq.ft.	LEVEL 2 sq.ft.	LEVEL 3 sq.ft.	TOTAL AREA sq.ft.
1	19,555	-	-	19,555
31	1,127	1,171	1,171	3,469
32	1,131	1,150	1,150	3,431
33	1,131	1,150	1,150	3,431
34	1,131	1,150	1,150	3,431
35	1,131	1,150	1,150	3,431
36	1,127	1,171	1,171	3,469



raSmith
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
raSmith.com

Unit 1

Brookwood Condominium	49,696 sq.ft.
Addendum 1	42,727 sq.ft.
Addendum 2	19,555 sq.ft
Total	111,978 sq.ft.

BROOKWOOD CONDOMINIUM ADDENDUM NO. 2 LEGAL DESCRIPTION

Lot 2 of The Townhouses of Brookwood Drive, a County Plat, recorded on August 26, 2019, in Volume 1, Pages 286-288, as Document No. 2871380, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

EXPANSION LANDS LEGAL DESCRIPTION

Lot 4 of Certified Survey Map No. 9161, recorded on March 9, 2020 as Document No. 2893970, being a part of Private Claim 14, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin.

I,John P. Casucci, do hereby certify that I have surveyed the above described property under the direction of Titletown Townhouse Development LLC and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is an addendum to Brookwood Condominium being Document No. 2896053, and Brookwood Condominium Addendum No. 1 being Document No. 2957019 and is a correct representation of Brookwood Condominium Addendum No. 2 as proposed at the date hereof, and the identification and proposed location of each Unit, the Shared Components Unit and the Common Elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the Condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

John P Casucci
JOHN P. CASUCCI, PLS, S - 2055

March 12, 2024
DATE
Revised March 26, 2024

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC WI
LAND SURVEYOR

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BROWN COUNTY REGISTER OF DEEDS DOC #3060557 PG 8

raSmith
CREATIVITY BEYOND ENGINEERING

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Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

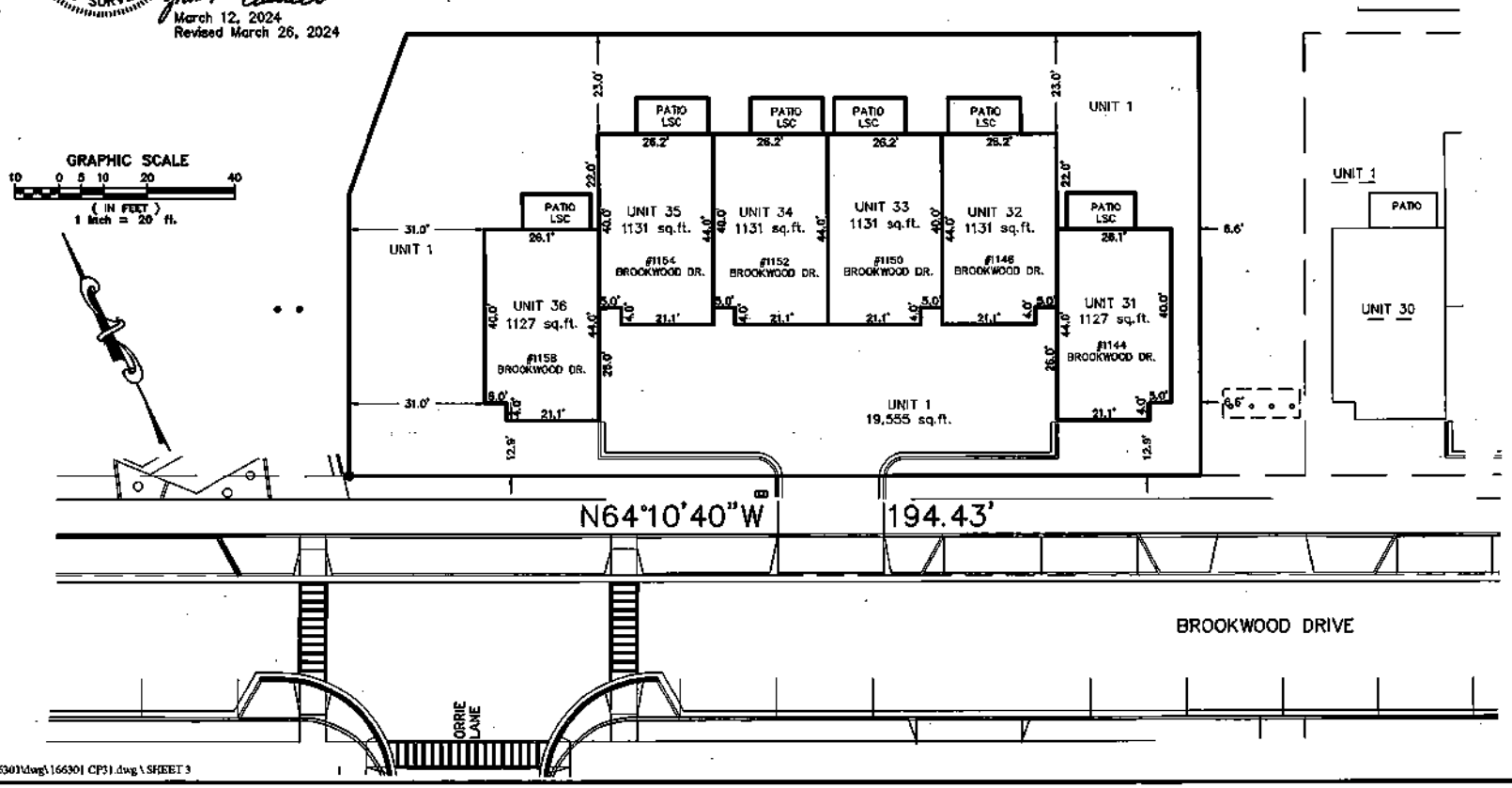
LSC = LIMITED SHARED COMPONENTS ARE PART OF UNIT 1

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 2
Village of Ashwaubenon, Brown County, WI

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

John P. Casucci
March 12, 2024
Revised March 26, 2024

FRONT LOAD - LEVEL 1



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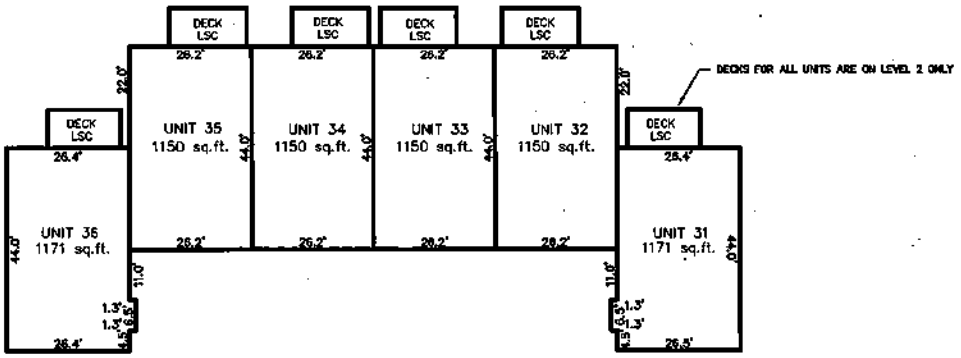
BROWN COUNTY, REGISTER OF DEEDS DOC #3060557 PG 9

BROOKWOOD CONDOMINIUM
ADDENDUM NO. 2
Village of Ashwaubenon, Brown County, WI

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

March 12, 2024
Revised March 26, 2024

FRONT LOAD - LEVEL 2 & 3



NOT TO SCALE

LSC = LIMITED SHARED COMPONENTS
ARE PART OF UNIT 1

The square footage (sq. ft) of the units are based on architectural design plans and do not represent as-built conditions.

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BROWN COUNTY REGISTER OF DEEDS DOC #3060557 PG 10

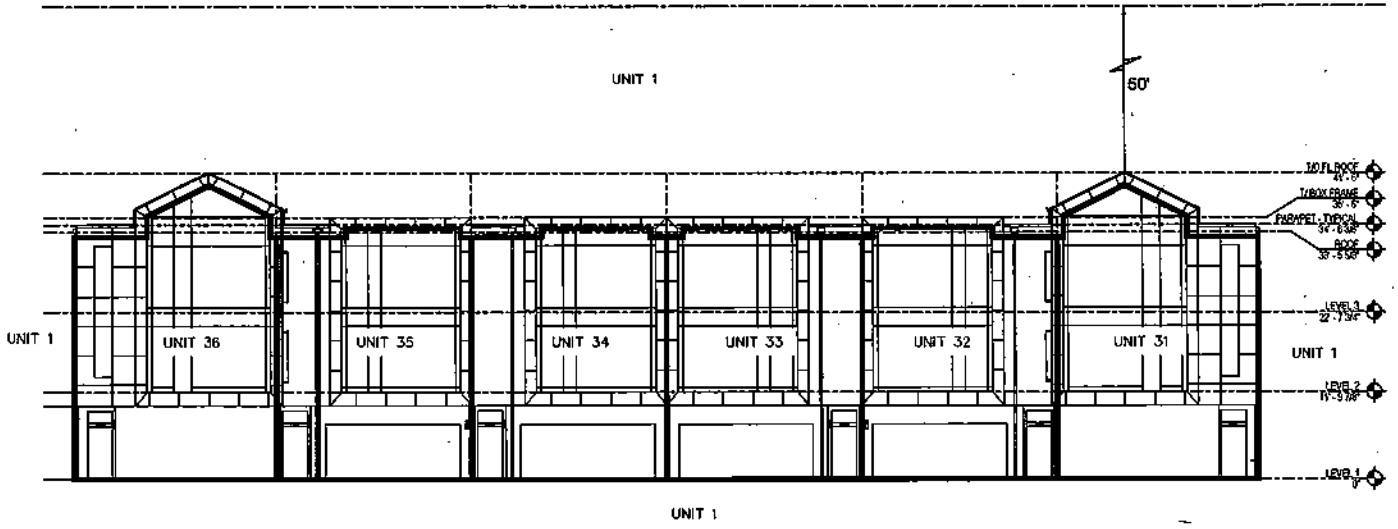
BROOKWOOD CONDOMINIUM
ADDENDUM NO. 2
Village of Ashwaubenon, Brown County, WI

WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC
WI
LAND SURVEYOR

March 12, 2024
Revised March 26, 2024

ELEVATION VIEW - LOOKING NORTH FROM BROOKWOOD DRIVE

COMMON ELEMENTS LOCATED ABOVE THIS ELEVATION



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SHEET 5 OF 5 SHEETS

BROWN COUNTY REGISTER OF DEEDS DOC #3060557 PG 11