

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
EDGEWATER EAST CONDOMINIUMS OF HARTFORD
Hartford, Wisconsin 53027

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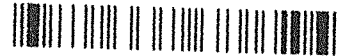
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DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS, COVENANTS
AND CONDITIONS FOR EDGEWATER
EAST CONDOMINIUMS OF HARTFORD

DOC#: 1073876



Recorded

DEC. 29, 2004 AT 12:30PM

SHARON A. MARTIN

REGISTER OF DEEDS

WASHINGTON COUNTY, WI

Fee Amount: \$67.00

EDGEWATER EAST CONDOMINIUMS OF HARTFORD

HARTFORD, WI 53027

THIS DECLARATION, made this 28th day of December, 2004,
by JPS LIMITED, LLC (hereinafter referred to as the "DEVELOPER/
DECLARANT").

WHEREAS, DECLARANT is the owner in fee simple of certain
real estate hereinafter described in this Declaration, located in the City of

Hartford, Washington County, Wisconsin (hereinafter referred to as
"Subject Property"); and

Return To:

Richard A. Rechlicz, Esq. 67-29

Ladewig, Rechlicz & Iggers

N88 W15125 Main Street

Menomonee Falls, WI 53051

X ¹³⁵ WHEREAS, DECLARANT intends to, and does hereby submit
and subject the Subject Property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever
kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to all provisions of the Wisconsin
Condominium Ownership Act, Chapter 703, Wis. Stats. (1999-2000) as amended; and

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

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

NOW, THEREFORE, Declarant, as the title holder of the Subject Property and described herein, and for the purposes
above set forth, (i) submits the Subject Property and buildings to the condominium form and use and ownership as provided in the
Act, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and all other
matters of record; (ii) establishes and imposes the following provisions, conditions, restrictions and uses to which the condominium
may be put, and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding
upon DECLARANT, its successors and assigns and all subsequent owners and occupants of all or any part of the condominium,
and further DECLARES AS FOLLOWS:

ARTICLE I
DEFINITIONS AND

Section 1. LEGAL DESCRIPTION OF LAND: The Subject Property which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats. (1999-2000) as amended, is legally described as follows:

Parcel I

Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13) of Block "1" in Map of A.M. THOMSONS ADDITION to the City of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM that part heretofore deeded to the Chicago, Milwaukee & St. Paul Company.

Parcel II:

Lot Nine (9) of Block "1" in A.M. THOMSONS ADDITION to the Village (now City) of Hartford, Washington County, Wisconsin.

AND

The South fifty-one (51) feet of Lot Eight (8) of Block "1" in A.M. THOMSONS ADDITION to Village (now City) of Hartford, Washington County, Wisconsin.

Tax Key Nos. 36-2102-010-005 & 36-2102-010-006

A survey of the Subject Property, showing the boundaries of the Condominium, is contained in the EDGEWATER EAST CONDOMINIUMS OF HARTFORD plat (The "Condominium Plat," attached hereto and marked Exhibit A.)

The Subject Property and all improvements thereon and appurtenances thereto shall be known as EDGEWATER EAST CONDOMINIUMS OF HARTFORD.

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

- (a) "ASSOCIATION" shall mean and refer to EDGEWATER EAST CONDOMINIUMS OF HARTFORD OWNER'S ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wis. Stats. (1999-2000) as amended, its successors and assigns.
- (b) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities identified on the Condominium Plat consisting of the land and the entire premises described above and in Exhibit A, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.
- (c) "DECLARANT" shall mean and refer to JPS LIMITED, LLC and its successors and assigns. Declarant may also be referred to as the Developer.
- (d) "EXPANDABLE CONDOMINIUM" shall mean a condominium to which additional property or units or both

may be added in accordance with the provisions of this Declaration and Chapter 703 Wis. Stats. This condominium project is not expandable.

- (e) "LIMITED COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS" shall refer to those common elements identified herein and on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (f) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned the Units in this Declaration.
- (g) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.
- (h) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.
- (i) "OCCUPANT" shall mean a person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.
- X ① 4-43 "PARKING SPACE UNIT" shall mean and refer to the parking spaces identified as Units 1 through 13, inclusive, on the Condominium Plat.
- (k) "PERCENTAGE INTERESTS" shall refer to the appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as herein defined, in the Condominium. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.
- (l) "PERSON" shall refer to an individual, corporation, partnership, association, trust or other legal entity.
- (m) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one (1) or more levels of space or one (1) or more rooms or enclosed spaces located in one (1) or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same, and further, which is used for residential purposes only as herein limited and defined.
- (n) "UNIT IDENTIFICATION" shall mean that each Unit has a street address, a real estate tax key number, and a unit identification number, which shall be legally sufficient for all conveyance purposes. Said Unit information is set forth herein and on the Condominium Plat.
- (o) "UNIT OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.
- (p) "UNIT OWNER IMPROVEMENTS" shall mean any Improvements located within a Unit, except utility lines and facilities.

- (q) "VOTING MEMBER" shall refer to the one person with respect to each Unit Ownership entitled to vote at any meeting of the Unit Owners.

ARTICLE II
PROPERTY AND UNITS:
SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: Declarant hereby submits the Subject Property described herein and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT"), pursuant to Chapter 703, Wis. Stats. (1999-2000) as amended.

X
A-30 Section 2. CONDOMINIUM IDENTIFICATION: Each Unit shall be specifically designated by a Unit Number and an address as follows:

UNIT NUMBER	ADDRESS OF UNIT	TAX KEY NUMBER OF UNIT
101	223 Fifth Street	To Be Assigned
102	223 Fifth Street	To Be Assigned
103	223 Fifth Street	To Be Assigned
104	223 Fifth Street	To Be Assigned
105	223 Fifth Street	To Be Assigned
106	223 Fifth Street	To Be Assigned
107	223 Fifth Street	To Be Assigned
108	223 Fifth Street	To Be Assigned
209	223 Fifth Street	To Be Assigned
210	223 Fifth Street	To Be Assigned
211	223 Fifth Street	To Be Assigned
212	223 Fifth Street	To Be Assigned
213	223 Fifth Street	To Be Assigned
214	223 Fifth Street	To Be Assigned
215	223 Fifth Street	To Be Assigned
216	223 Fifth Street	To Be Assigned
317	223 Fifth Street	To Be Assigned
318	223 Fifth Street	To Be Assigned
319	223 Fifth Street	To Be Assigned

320	223 Fifth Street	To Be Assigned
321	223 Fifth Street	To Be Assigned
322	223 Fifth Street	To Be Assigned
323	223 Fifth Street	To Be Assigned
324	223 Fifth Street	To Be Assigned

As provided in the Act, every deed, lease, mortgage or other instrument may legally describe a Unit by its Unit Number and every such description shall be deemed good and sufficient for all purposes.

A-43 Section 3. DESCRIPTION AND LOCATION OF UNITS: (a) The Condominium, when completed, shall contain one (1) building with twenty-four (24) Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant. The location, designation of each Unit, and the immediate Common Elements and Limited Common Elements to which each Unit has access, are shown in Exhibit A. The approximate area and number of rooms of each Unit are shown in Exhibit B.

A-36 (b) The building is constructed principally of wood and brick and has a shingle roof. Each Unit shall be served by central-forced air gas heat, central air conditioning, and electric hot water heater. Electricity, 220 volt AMP service, shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Municipal water and sewer service shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Each Unit Owners liability for payment of common expense is set forth in of this Declaration.

All Units are comparable in style and quality.

(c) Each Unit shall include one parking space which shall be appurtenant to said unit. The parking spaces assigned to each Unit are identified with the corresponding Unit Number as shown on the Condominium Plat. For example, parking space 101 is appurtenant to Unit 101; parking space 102 is appurtenant to Unit 102 and so forth.

The parking space assigned to a Unit shall not be conveyed separately from the Unit to which said parking space has been assigned. Any conveyance of a Unit shall be deemed to include the conveyance of the parking space assigned to such Unit, whether or not said parking space is specifically set forth in the document of conveyance.

Additional parking spaces which are not assigned to a specific Unit may be available. Those parking spaces available for acquisition by separate conveyance are shown on the Condominium Plat, and further, shall be and are identified as follows:

UNIT	TAX KEY NUMBER
1	To Be Assigned
2	To Be Assigned
3	To Be Assigned
4	To Be Assigned

5	To Be Assigned
6	To Be Assigned
7	To Be Assigned
8	To Be Assigned
9	To Be Assigned
10	To Be Assigned
11	To Be Assigned
12	To Be Assigned
13	To Be Assigned

The use of a Parking Space Unit conveyed from one to Unit Owner to another shall thereupon become appurtenant to the Unit owned by the Grantee until a subsequent conveyance of said Parking Space Unit by Grantee. Such conveyance shall be upon a form approved for use by the Association and shall be recorded in the office of the Register of Deeds for Washington County. Such instrument shall provide that upon recording the original document, same shall be returned to the Secretary of the Association. After such conveyance, the conveying Unit Owner shall have no further right to use the Parking Space Unit so conveyed, and said Parking Space Unit shall thereafter be appurtenant to the Unit owned by the subsequent Grantee, as specified in the conveyance form, until further conveyance, as provided herein

Section 4. BOUNDARIES OF UNITS: The boundaries of each Unit shall consist of that part of the cubic area of the building which is enclosed as follows:

- (a) The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.
- (b) All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit. All attic space accessible exclusively from one Unit shall be considered part of that Unit. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. All plaster, drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, and similar interior finishing and decorating shall be considered part of the Unit.
- (c) Plumbing and electrical fixtures serving a particular Unit, but not the Building generally, whether located within the Unit or the Common Areas of the Building, shall be maintained and repaired by and at the expense of the Owner of that particular Unit. Any changes in the heating or air-conditioning system servicing a particular Unit shall be made at the expense of the Unit Owner.
- (d) All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. Any utility lines and plumbing equipment located outside of Units, and any utility lines and plumbing equipment contained inside the boundaries of a particular Unit but which service a different Unit, are common elements and shall be repaired and maintained by and at the expense

of the EDGEWATER EAST CONDOMINIUMS OF HARTFORD OWNER'S ASSOCIATION, INC. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace, water heater and air-conditioning system for each Unit are part of the respective Unit serviced by said items and shall be repaired and maintained by and at the expense of the Owner of said Unit.

- (e) A Unit Owner may make improvements or alterations within the Unit which do not affect in any manner the Common Elements of the Condominium provided that such work is performed and all contracts for such work are in compliance with this Declaration and the rules established by the Association. No alteration or improvement to the Unit which would affect the Common Elements may be made by any Unit Owner without prior written consent of the Association notwithstanding the provisions of Section 703.13(5)(a) of the Act. The conditions for consent shall include, but not be limited to, proper insurance coverages, indemnification from claims for injury to person or property, waivers or indemnification against construction liens and approval by an architect approved by the Association insofar as the work affects Common Elements.

Section 5. INTERPRETATION OF PLANS: If any portion of the Common or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Element.

Section 6. MODIFICATION OF PLANS: Declarant reserves the right to change, without the approval of the Unit Owner's Mortgagees or the Condominium Association, the layout, location, dimensions and construction details of the building, Unit and Common and Limited Common Elements shown on the Condominium Plat which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and Unit, and subject to the following:

- A-43 X
- (a) Notwithstanding the above, Declarant reserves the right to change the size and dimension of the building in which condominium Units are to be constructed as presently shown on the Condominium Plat, to a larger or smaller residential building size, at its sole discretion, providing that the building shall contain twenty-four (24) Units.
- (b) Declarant reserves the right to increase or decrease the square footage of any Unit and/or building, including but not limited to the right to increase or decrease the square footage of land area occupied by said building.
- (c) Such changes in the size of the building or a Unit shall not change the total number of Units.
- (d) In the event of any changes, Declarant shall record, from time to time, and as required, an Addendum to the Plat of this condominium development showing the changes, including location, size and dimensions of said building or Units with the appropriate designations thereof.

ARTICLE III

COMMON ELEMENTS

Section 1. DESCRIPTION OF COMMON ELEMENTS: The Common Elements shall consist of all areas except Units, and by way of explanation shall include:

- (a) The land described in this Declaration;
- (b) The driveways, parking areas, walkways, mechanical rooms, elevator, corridors, hallways, lobby toilet, refuse area

- and stairways located on the Subject Property;
- (c) All other parts of the property necessary or convenient to its existence, maintenance and safety, are normally common use;
- (d) The foundations, columns, girders, beams, overhangs, supports, main walls and roofs of the buildings;
- (e) Areas set aside for storage of maintenance equipment;
- (f) Installations for providing central services such as power, light, gas heating and cold water;
- (g) Tanks, sanitary pumps, storm sewer, water line, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;
- (h) Or wells and

Section 2. OWNERSHIP OF COMMON ELEMENTS: (a) Each Unit Owner shall be entitled to (i) ingress and egress over, upon and across the common area necessary for access to said Unit Owner's Unit; (ii) own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and (iii) except as otherwise limited in this Declaration, have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as allowed by law and as permitted by this Declaration, all of which said foregoing rights shall be appurtenant to and run with such Unit.

- A-37 X (b) Each Unit's fractional (also known as its percentage of ownership) ownership in the Common Elements shall be 1/24th.
- (c) The percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Hartford or to public utilities.

Section 3. USE OF THE COMMON ELEMENTS. Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the Unit owned, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and any Association Rules and Regulations.

A-36 X Section 4. LIMITATION ON USE OF COMMON ELEMENTS: Notwithstanding anything to the contrary set forth in this Declaration, the use of the Common Elements shall be restricted to those Unit Owners who are also possessors or residents of the Units. A possessor or resident of the Unit shall refer to either the Tenant having possession of the Unit by virtue of a Lease with the Unit Owner or the Unit Owner occupying and possessing the Unit as said Unit Owner's residence. Specifically, Unit Owners having title or ownership in a Unit for purposes other than as said Unit Owner's primary residence are prohibited from any use of the Common Elements. Further, any Unit Owner granting possession of said Unit Owner's Unit to another person or persons forfeits the right to use the Common Elements at all times during the period of time said other person or persons shall have possession of said Unit.

Section 5. EASEMENTS FOR USE OF COMMON AREAS: (a) Each Unit Owners shall have a valid, exclusive easement to the space between the interior and exterior walls of said Unit Owner's Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of any of the buildings, and provided further that the common element and facilities be restored to their former condition by the Unit Owner at Unit Owner's sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners and he Association for the installation, maintenance and repair of common utility services located in and/or any part of the common elements or Units.

- (b) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. No owner or possessor shall cause to be stored at the premises, any substance defined as a "Hazardous Substance" as defined or designated under Sec. 311 or 307(a) of the Federal Clean Water Act, Superfund Sec. 102, the Federal Resources Conservation and Recovery Act, Sec. 112 of the Federal Clean Air Act and Section 7 of the Federal Toxic Substance Control Act, or any amendments or additions thereto. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements, other than those areas designated by the Association therefore. No clothes line shall be maintained on the Common Elements, and said Common Elements shall not be used for hanging of clothes, rugs or other articles.

Section 6. MAINTENANCE OF COMMON ELEMENTS. Except for the Units and Unit Owner Improvements thereon which shall be the responsibility of each Unit Owner, the management, repair, alteration and improvement of the Common Elements and the Landscape Areas shall be the responsibility of the Association. Each Unit Owner shall pay, as an assessment, a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements and Landscape Areas in the same proportion as the Unit Owner's Percentage Interests. Payment thereof shall be in such amount and at such time as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit as herein provided.

Section 7. NO SEVERANCE OF UNIT OWNERSHIP. No Unit Owner may sell, convey or transfer any legal or equitable interest in said Owner's Unit without including the percentage of ownership interest in the Common and Limited Common Elements and facilities and in all assets and liabilities of the Association appurtenant to said Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

Section 8. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership between such co-owners.

ARTICLE IV LIMITED COMMON ELEMENTS

Section 1. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: A portion of the Common Elements and facilities, designated as "Limited Common Elements and Facilities," are designated on the Condominium Plat and service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on said Condominium Plat. The exclusive use of said Limited Common Elements shall be reserved the Owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units and Unit Owners in the condominium. These are the areas immediately in front of garages, patios and decks, balconies, driveways and walkways which service one Unit and storage areas adjacent to parking stalls appurtenant to a Unit. Each Unit Owner shall be entitled to the exclusive use and possession of these Limited Common Elements, direct access to which is provided for said Unit Owner's respective Unit, and which is located outside of and adjoining said Unit Owner's respective Unit.

Section 2. PATIOS, DECKS AND PORCHES: All patios, decks and porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, are Limited Common Elements appurtenant to the Unit to which

same are attached. Declarant has the express right to construct patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, at the time of initial construction or any Unit. After the sale of a Unit by Declarant, or the completion of construction of a Unit, whichever is later, the Unit Owner may, if approved by the Association, in the Association's sole discretion, and subject to such approvals and permits as may be required by the municipality in which the condominium is located, add one or more patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens. Any such patio, deck and/or porch added by a Unit Owner shall be located in the side and/or rear yard of the Unit. No patio, deck or porch shall be added by any Unit Owner without the approval required pursuant to this Declaration. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including any roof or awning covering same, and including any windows or screens enclosing same. A Unit Owner adding a deck, patio and/or porch shall reimburse the Association, upon demand, for all costs and expenses incurred by the Association relating such addition, and/or the approval thereof, including but not limited to the cost of preparing and recording an addendum to the Condominium Plat showing such addition, and, if applicable, Architect's and engineer's fees. Any such costs and expenses not timely paid shall constitute a special assessment against such unit, whether or not the Unit Owner actually proceeds with the construction of the addition.

Section 3. USE. The manner of use of the Limited Common Elements shall be governed by this Declaration, the By-Laws of the Association, and such rules and regulations as may be established by the Association. No Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to this Declaration, the By-Laws and/or the rules and regulations. No major or structural changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate. Patios, terraces, decks or balconies shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons, nor shall patios, terraces, decks or balconies be used for the drying or airing of laundry, carpets, rugs or clothing. Furthermore, no grills shall be used or stored on patios, terraces, decks or balconies, unless they are of a type using a cover in place while in use. No clotheslines shall be hung in Common or Limited Common Elements.

Section 4. CONVEYANCE OF LIMITED COMMON ELEMENTS: No Unit Owner shall convey or lease said Unit Owner's right to use any Limited Common Element pertinent to said Unit Owner's Unit to any other Unit Owner except for parking stalls which are not assigned or appurtenant to a particular Unit.

X Section 5. addition
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ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

X A-37 Section 1. USE OF UNITS: (a) The buildings and the Units contained therein, and the common and Limited Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and rules and regulations of the Association.

(b) Section 2. USE OF UNITS BY DECLARANT. Until such time as Declarant has sold all of its Units in the condominium, Declarant shall have the right to use any or all unsold Units, and any portion of the common elements as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The use of a Unit is further subject to the following:

- (1) Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, said Unit may be leased provided said Lease shall (1) be in writing signed by the Unit Owner and (2) be for a term of not less than twelve (12) months and (3) specifically

obligate the tenant to abide by the terms and conditions of the Declaration, By-Laws and all rules and regulations of the Association. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number, and such Owner shall notify the Association prior thereto of said Unit Owner's forwarding address and of a telephone number where said Unit Owner can be reached. Any such lease shall not relieve a Unit Owner from any obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation of the Association, and/or rules and regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses. Further, pursuant to Sec. 703.24, Wis. Stats. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or rules and regulations of the Association.

(ii) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(iii) No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements, without the prior consent of the Association. The Association may establish rules and regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its Units.

(iv) Temporary structures, such as sheds or other storage facilities, are prohibited on Common Elements.

(v) No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

(vi) No rummage or garage type sales shall be conducted in or about any Unit on more than four (4) calendar days in any calendar year.

A-37 X (vii) addition

Section 3. PETS: (a) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in any of the Common Elements, except that one (1) dog, two (2) cats, birds and fish may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

(b) Pet Rules and Regulations.

(i) Size and Weight. No cat or dog shall be permitted if in excess of 26 inches in height or 20 pounds in weight.

(ii) Leashes. Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.

(iii) Waste. The Unit Owners shall be responsible for the proper disposal of the pet's waste, without regard to their control over the pet at the time or location of the waste.

(iv) Exercise. If the Board designates an area of the Common Element as a "pets area," then pets shall be exercised only within this area. Such designation shall not operate to diminish the Unit Owner's responsibility under (iii) hereof.

(v) Behavior. Unit Owners are responsible for the behavior of pet occupying their Unit and any handler thereof.

(vi) Housing. Pets shall be housed exclusively within Units. No exterior pens or cages shall be allowed.

(vii) Licenses. Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association upon permit application.

(viii) Noises. All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.

Section 4. USE OF PARKING SPACES: Parking spaces, whether designated as a part of a Unit or as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be maintained, repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 5. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by said Unit Owner or said Unit Owner's invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 6. SUBDIVISION OF UNITS: Units shall not be divisible or subject to division or partition.

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

Section 8. DELEGATION OF USE: Any Owner may delegate, as may be allowed by and in accordance with the By-Laws and this Declaration, said Unit Owner's right of enjoyment of the Common Elements and facilities to the tenants of said Unit Owner's Unit or contract purchasers of said Unit Owner's Unit and only to said individuals.

Section 9. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or said Unit Owner's contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon. Thereafter, the maintenance and repair of any work performed or improvement made to a Unit shall be the sole responsibility and liability of the Unit Owner.

Section 10. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber said Unit Owner's own respective Unit, together with said Unit Owner's respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except said Unit Owner's own Unit and said Unit Owner's own respective ownership interest in the Common Elements.

Section 11. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for said Unit Owner's Unit and said Unit Owner's corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay said Unit Owner's proportionate share thereof, the allocation in respect to Common Elements to be in accordance with said Unit Owner's respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay said Unit Owner's share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twenty-fourth (1/24th) of said Unit Owner's share of the estimated real estate taxes each month.

Section 12. MAINTENANCE, REPAIRS AND REPLACEMENTS: (a) Each Unit Owner shall be responsible for keeping the interior of said Unit Owner's Unit, all of its equipment, fixtures and appurtenances, and all patios, decks and porches, in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of said Unit Owner's Unit, and all patios, decks and porches, all as may be more fully set forth in the By-Laws and/or rules and regulations of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connected with, the Unit or the Limited Common Elements appurtenant to the Unit.

- (b) Except as otherwise set forth herein, the Association shall be responsible for the management and control of the common elements and facilities and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the buildings and exterior walls and roofs, parking, upkeep and maintenance of private roadways, water, sanitary and storm sewer mains and laterals, walks, drives and landscaping. All expenses of the Association, except as otherwise set forth in this Declaration and/or By-Laws, shall be charges to the Unit Owners as a common expense.
- (c) Each Unit Owner shall keep the Limited Common Elements appurtenant to said Unit Owner's Unit, as defined herein and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.
- (d) A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the building in which said Unit Owner's Unit is located or any common or Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.
- (e) The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.
- (f) Notwithstanding any other provision of this Declaration the Association is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of Common Elements and/or Limited Common Elements, and the expense of repair and/or replacement occasioned by the failure of the Unit Owner to properly

maintain same shall be responsibility of the Unit Owner, and not a common expense of the Association. The delegation of maintenance responsibilities shall be set forth in the By-Laws. The Association, at its option, may establish specific maintenance requirements for said delegated maintenance responsibilities in its rules and regulations.

- (g) The Association may, by resolution adopted by the affirmative vote of the majority of all Members (not merely the majority vote of the members present at a meeting at which a quorum is present) authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units (such as windows, window frames, exterior doors, garage doors, porches, decks, etc.) which affect the exterior appearance of Units in EDGEWATER EAST CONDOMINIUMS OF HARTFORD, and to charge the expenses for same as a common expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of the majority of all members, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

Section 13. NEGLIGENCE OF UNIT OWNER. If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or an occupant of such Unit, any damage shall be caused to the Common Elements or to a Unit or Unit Owner Improvements owned by others, then such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Association.

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

ARTICLE VI

ASSOCIATION OF UNIT OWNERS AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the EDGEWATER EAST CONDOMINIUMS OF HARTFORD OWNER'S ASSOCIATION, INC. (hereinafter referred to as "Association") and shall remain a member of the Association until such time as ownership of such unit ceases, for any reason, at which time membership shall automatically cease. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by said Unit Owner. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING. The Association shall have two (2) classes of voting membership as follows:

- (a) Class A. Class A members shall be all Units, with the initial exception of Declarant. One (1) vote shall be allowed for each Unit regardless of the number of Unit Owners thereof. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such Owners in the same proportionate interest and by the same type of tenancy in which title to the unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split and fractional votes shall not be cast. Shared membership interest must be voted pursuant to said designation and as further set forth in the By-Laws.

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A-44 (b) Class B. Class B members shall be Declarant and shall be entitled to two (2) votes for each Unit (up to 48 votes)

owned or to be built by Declarant.

The respective rights and qualifications of the two classes of members shall be as set forth in the By-Laws of the Association.

- (c) Rights of Declarant. Notwithstanding any other provisions herein contained, but except as provided in Section 703.15(d) of the Act, Declarant, its successors and assigns, shall have the right, at its option, to exercise the powers and responsibilities otherwise assigned by this Declaration, the Act or the By-Laws of the Association, until the three (3) years after the first unit is conveyed to a purchaser other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the units, whichever time is earlier. Notwithstanding the foregoing, if there is another Unit Owner other than Declarant, this Declaration may not be amended to increase the scope or period of Declarant's control.

All present and future owners, mortgagees, lessees and occupants of units in the condominium shall be deemed, by acceptance or any deed to or mortgage on any unit or by entering into a Land Contract or Lease affecting a unit or by the act of occupancy of a unit, to agree, approve and consent to the right of Declarant to so control the Association of unit owners.

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Section 3. UNIT VALUE FOR VOTING: The interest of each Unit shall be 1/24th and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

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

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

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

to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosure Unit.

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

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

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

ARTICLE VIII

COVENANT FOR ASSESSMENTS

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

Section 2. PURPOSE AND COMPUTATION OF ASSESSMENTS:

- (a) The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.
- (b) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by equal assessments against the owner of each Unit. Subsequent to the first conveyance of a Unit by Declarant to a purchaser, Declarant's obligation for assessments shall be as follows:
 - (i) For each completed Unit owned by Declarant, Declarant shall pay monthly assessments in the Association on the same basis as any other Unit Owner.
 - (ii) For such period of time as there are uncompleted Units in the Condominium owned by Declarant, Declarant shall have the option of either paying monthly assessments to the Association for each uncompleted Unit owned by Declarant on the same basis as any other Unit Owner, or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all owners of completed Units (including Declarant) and the actual monthly expenses incurred by the Association; provided, however, that Declarant shall be required to make payments into the reserve accounts established by the Association for each of its uncompleted Units which is under construction on the same basis as all other Unit Owners.

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- (c) For purposes of Declarant's obligations for assessments, a completed Unit shall be a Unit for which the City of Hartford has issued an occupancy permit. Until such time as a Unit is completed, Declarant, and not the Association, shall be responsible for all insurance premiums and other costs related to such Unit.

Section 3. ANNUAL ASSESSMENTS: Pursuant to Sec. 703.161, Wis. Stats., the Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

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

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

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;
- (d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;
- (e) Interest due on General and Special Assessments;
- (f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owners or occupants of a Unit.
- (g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. STATUTORY RESERVE ACCOUNT. Declarant, pursuant to Sec. 703.163(3)(c), Wis. Stats., hereby specifically opts out of the requirement of establishing a reserve account.

Section 7. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected Members and any Mortgagee who shall request such notice in writing not less than ten (10) days in advance of the meeting. The presence, at such meeting, of Members or of proxies entitled to cast fifty percent (50%) of all the votes affected shall constitute a quorum.

Section 8. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the first day of the first month following the conveyance of the such Unit by Declarant, or on the first day of the first month following the actual occupancy of such Unit for residential purposes, whichever occurs first, provided, however, that with respect to any Unit conveyed by Declarant prior to the issuance of an occupancy permit for such Unit, the monthly installments for such Unit shall commence on the first day of the first month following the issuance of an occupancy permit (temporary or final) for such Unit for residential purposes, whichever occurs first. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, provided, however, that Declarant shall pay a reduced assessment for Units prior to the issuance of an occupancy permit therefore, which reduced assessment is set forth in this Declaration.

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

- (a) Liens of general and special taxes; and
- (b) A lien for all sums unpaid on a first mortgage, or on any mortgage to Declarant, duly recorded in the Washington County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advance to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument;
- (c) Mechanics lien filed prior to the making of the assessment; and
- (d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wis. Stats.
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To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the Office of the Clerk of the Circuit Court or Register of Deeds of Washington County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Washington County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

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

such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 11 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wis. Stats. to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 12 SALE OR CONVEYANCE. The sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth shall extinguish the line of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relive such Unit from liability for any assessments which thereafter become due or from the lien thereof.

Section 13 ADDITIONAL RIGHTS OF LENDERS:

(a) The holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage of a Unit ("claimant"), which has notified the Association in writing delivered or mailed by certified mail to the Registered Agent stated in this Declaration, shall be entitled to receive notice from the Association the following matters:

- (i) Written notice as to any default or delinquency in the performance by the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor;
- (ii) Written notice of the call of any meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles of Incorporation of the Association, or by the By-Laws of the Association;
- (iii) Written notice of any damage or destruction to the common elements of the condominium, including the buildings, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding \$10,000.00, at such time as such damage or destruction is known to the Board of Directors.

X (b) Except as provided by the Act in the case of damage to or destruction of all or any part of the property, the Association shall not, unless the mortgagees of at least 75% of the Units have given their prior written consent

X 8-38
①

X 8-38
(ii)
(iii)

- Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each unit or the manner of making assessment for common expenses based upon such percentage;
- Partition or subdivide any Unit of the Condominium;
- By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the transfer of the water system to a public or quasi-public body or the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or
- (iv) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such condominium property.
- (v) By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

ARTICLE IX

ARCHITECTURAL CONTROL

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

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

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

Section 4. USE OF BUILDING AND UNITS. To preserve the character of the Building and for the protection of the value of the Units, the use of the Units shall be restricted to single-family residential use only.

ARTICLE X

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building is placed solely on the interior of each Unit being a part of said Unit. If there are any party walls or walls placed on the

dividing line between Units, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

X removed See P A38

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

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

X Section 4. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air-conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

X Section 5. BINDING EFFECT: All present and future owners of Units, tenants of such Owners and any other occupants of Units, employees of Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as these instruments 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 acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

X Section 6. RULES AND REGULATIONS: Rules and regulations (in addition to the By-Laws) concerning the use of the Units and the common and Limited Common Elements, including provisions concerning the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Unit owner prior to their effective date.

X Section 7. DEDICATION FOR UTILITIES: Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors the right to grant and/or dedicate to the City of Hartford, Wisconsin, the County of Washington, Wisconsin or public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the City of Hartford or Washington County shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

X Section 8. CONSTRUCTION OF TERMS: All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

ARTICLE XI

INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire and such other hazards as the Association may deem desirable, for the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms and the Association shall determine consistent with the provision of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association with the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to including in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage on his improvements or on his Unit which will not duplicate any insurance provided by the Association or Unit Owner.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provision herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION:

- (a) In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specification of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.
- (b) In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of

the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all Unit Owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association.

Section 5. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the percentage interests in each Unit.

Section 6. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

- (a) Public liability insurance covering the Association and the Board and Members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;
- (b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;
- (c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;
- (d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XII

NOTICES

All notice and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notice and other documents to be served upon Declarant or the Association shall be personally served on the Registered Agent specified for receipt of process or mailed by certified mail, return receipt requested to the Registered Agent as currently identified in this Declaration. All Owners shall provide the Secretary of the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to giving of such notice by mailing it or having it delivered personally to such address as is on file with said Secretary. If the Unit Owners fail to provide such address, the

Secretary shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

ARTICLE XIII

EXCULPATION OF ASSOCIATION LIABILITY

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

ARTICLE XIV

DECLARANT'S RIGHTS

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

ARTICLE XV

EXPANDING CONDOMINIUM

This condominium project is not expandable

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 1. COMPLAINT. The Board of Directors or any Unit Owner may file a written complaint with the Secretary of the Association against another Unit Owner for violation of the Wisconsin Condominium Ownership Act, this Declaration, the By-Laws and any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the Unit Owner complained of by personal delivery or by certified mail, return receipt requested. The Unit Owner complained of may within fifteen (15) days of delivery of or mailing of the notice file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before a Grievance Committee created by the Board of Directors pursuant to this Declaration, to be held not less than 14 nor more than 30 days after delivery or mailing of a notice of hearing to the parties.

Section 2. MAILING. Upon the delivery or mailing of the notice of hearing, the Board of Directors of the Association shall appoint a Grievance Committee. The Grievance Committee shall consist of three Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

Section 3. HEARING. The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining Unit Owner. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and dates relevant to the subject matter of the hearing. The hearing shall be informal and conformity to legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners.

Section 4. DETERMINATION. Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, restrict the right of the defaulting Unit to the use of portions of the Common Elements and/or impose a fine against the defaulting Unit Owner in the amount of \$50.00 for the first violation and \$250.00 for subsequent violations of the same offense, which if not paid within three days shall bear interest at the rate of 18.0% per annum. When imposed, such fine shall constitute a special assessment against the Unit Owner and if unpaid may be foreclosed against the Owner's Unit.

X ^{whole article} ARTICLE XVII ^{Amended} GENERAL PROVISIONS see p. A38 Section 1-14

A-38 Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declaration, By-Laws and the rules and regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil activities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the rules and regulations to be charges and assessed against the Owners of Units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collated as n assessment for common expenses, including the foreclosure of a lien therefor.

A-38 Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

A-38 Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instance, upon the strict performance of any of the terms, covenants, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

A-39 Section 4. TERMINATION: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Washington County, Wisconsin.

A-40 Section 5. AMENDMENTS: Except as otherwise provided in this Declaration or as hereinafter limited and provided, this Declaration may be amended in the manner allowed by law at the time of the amendment; provided, however, that, as long as Declarant owned any unsold Unit including but not limited to any and all Units, built or unbuilt, not yet annexed to the project which Declarant has the right to annex pursuant to this Declaration) no amendment to this Declaration shall be effective unless consented to in writing by Declarant. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any mortgage, without the consent of all such mortgagees.

X Any Amendment to this Declaration shall be recorded with the Register of Deeds for Washington County, Wisconsin, and a copy of same shall be sent to the Condominium Owner's Association.

A-40 Section 6. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process and the address for the registered agent, shall be: JPS Limited, LLC; 126 E. Prospect Avenue; Hartford, WI 53027. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Department of Financial Institutions of the State of Wisconsin and, if required by law, with the Register of Deeds for Washington County, Wisconsin.

A-40 Section 7. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

A-41 Section 8. CAPTIONS: The Captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

A-41 Section 9. RIGHT OF FIRST REFUSAL: The Association shall have no right of first refusal or option to purchase any right, title, share or interest in any Unit, common area, element or fixture, or any property which is subject to this Declaration.

Dated this 28th day of December, 2004.

JPS LIMITED, LLC

By: Jay P. Schnorenberg
Jay P. Schnorenberg, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WASHINGTON)

Personally came before me, this 28th day of December, 2004, Jay P. Schnorenberg, to me known to be the person who executed the foregoing instrument and acknowledged same.

Candy S. Feucht
Candy S. Feucht (print name)

Notary Public, State of Wisconsin

My Commission 4-23-06



THIS INSTRUMENT WAS DRAFTED BY:

RICHARD A. RECHLICZ, ESQ.
LADEWIG, RECHLICZ & IGGENS
N88 W15125 MAIN STREET
MENOMONEE FALLS, WI 53051
(262) 251-2245

EDGEWATER EAST CONDOMINIUMS OF HARTFORD CITY OF HARTFORD - WASHINGTON COUNTY

PROPERTY DESCRIPTION:

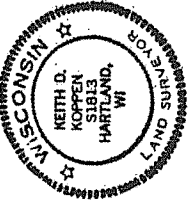
The Southernly 51.0 feet of Lot 8, all of Lots 9, 10, 11, 12 and 13 of Block "I", in "A.M. Thomsons-Addition" to the Village (now City) of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM that part heretofore deeded to the Chicago, Milwaukee and St. Paul Railway Company.

CERTIFICATE OF SURVEYOR:

I, Keith D. Koppen, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing "EDGEWATER EAST CONDOMINIUMS OF HARTFORD", a correct representation of the Condominiums described in the declarations and identification and location of each unit can be determined from this plat. The undersigned surveyor makes no certification as to the accuracy and diagrammatic floor plans of the condominium building and units contained in the plat or approximate dimensions or floor areas thereof.

Keith D. Koppen
Keith D. Koppen RLS S-1813
Koppen Surveying Inc.

Dated this 27th day of DECEMBER, 2004.



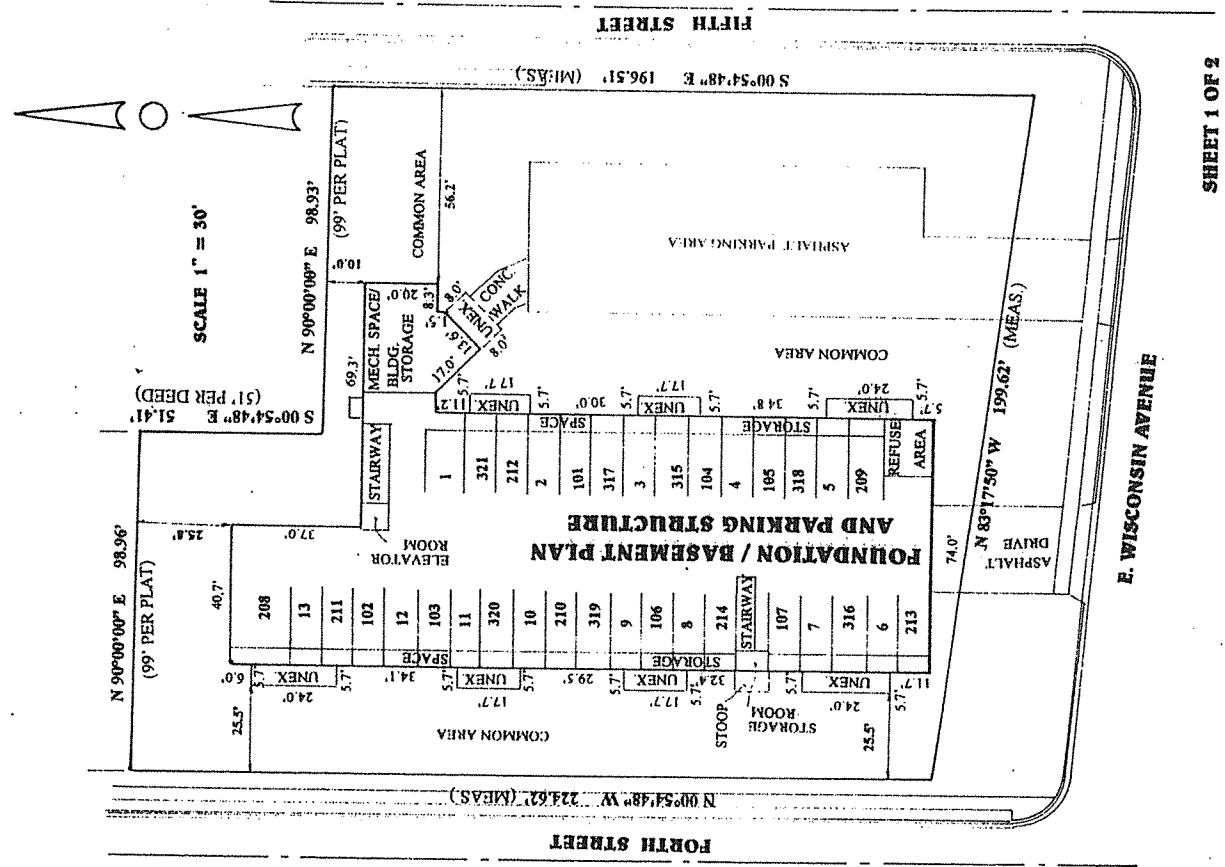
NOTES:

Building and Unit dimensions are exterior or to the center of common walls. Concrete walks, stoops, driveway areas, both inside and outside of the structure, lobby, mechanical rooms, elevator, walkways, corridors, hallways, lobby toilet, refuse area and stairways are common elements. Decks, patios and storage areas adjacent to parking stalls are limited common elements.

There are no objections to this plat with respect to Section 703.115, Wisconsin Statutes.

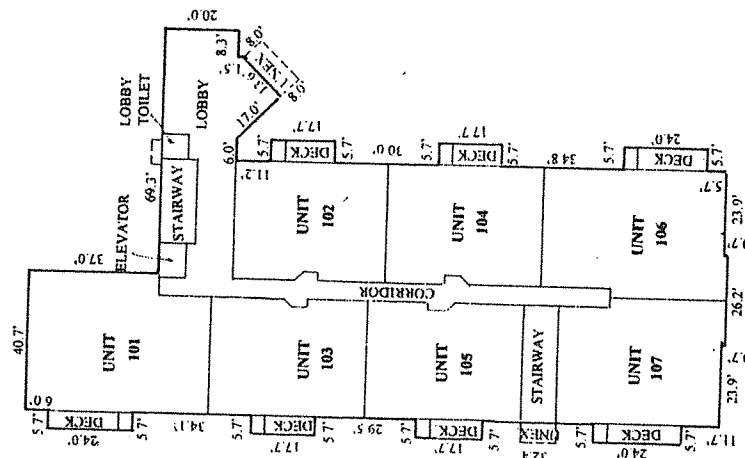
Certified
Brian W. Braithwaite, Washington County Real Property Lister, 2004.

DECLARANT: JFS LIMITED, LLC

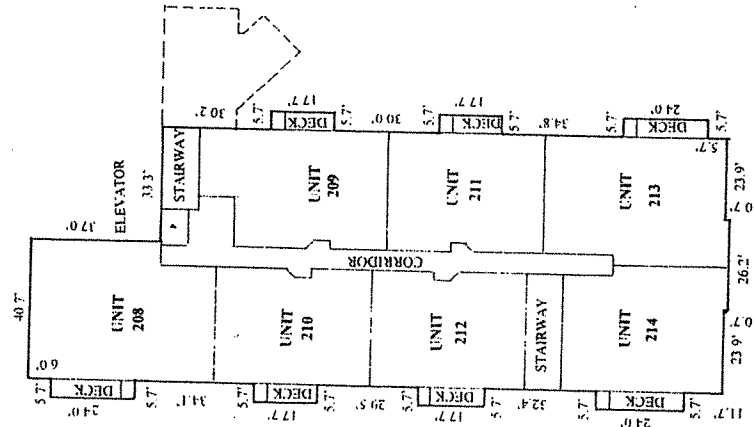


EDGEWATER EAST CONDOMINIUMS OF HARTFORD
CITY OF HARTFORD - WASHINGTON COUNTY

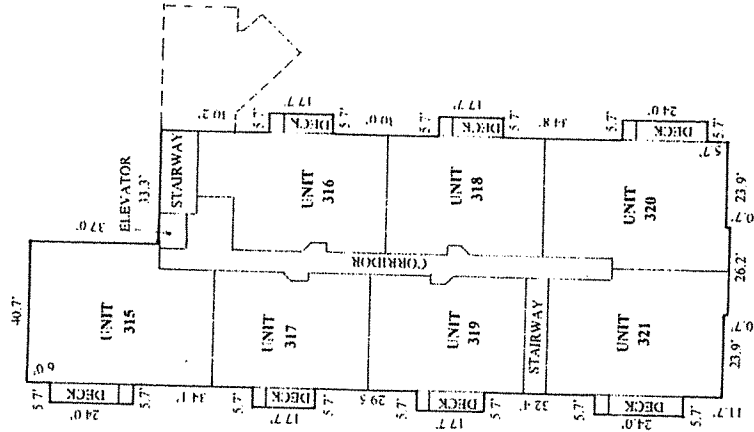
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



Amendments
To
Declaration of Condominium Ownership
of
Edgewater East Condominiums of Hartford
Hartford, Wisconsin 52027

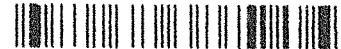
1	#1076712	1-26-05
2	#1077818	2-08-05
3	#1078796	2-18-05
4	#1081781	3-21-05

A-30 Correct # of units
A-33 Parking [#] 102 + 105 Spaces changed
A-35 New Article XVII + others
A-42 change parking stalls, units ^{size}
Article XVII Sec. 5 etc.

5
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AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF
EDGEWATER EAST
CONDOMINIUMS OF HARTFORD

DOC# : 1076712



Recorded
JAN. 26, 2005 AT 03:45PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$15.00

THIS AMENDMENT, made this 25th day of January, 2005 by JPS LIMITED, LLC, (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF EDGEWATER EAST CONDOMINIUMS OF HARTFORD (hereinafter referred to as "Declaration"), which was recorded on the 29th day of December, 2004 in the Washington County Register of Deeds in as Document No. 1073876 and pertaining to that certain real estate described in the Condominium Plat for Edgewater East Condominiums of Hartford and marked Exhibit A to said original document, more particularly described as follows:

Parcel I

Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13) of Block "1" in Map of A.M. THOMSONS ADDITION to the City of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM that part heretofore deeded to the Chicago, Milwaukee & St. Paul Company.

Parcel II:

Lot Nine (9) of Block "1" in A.M. THOMSONS ADDITION to the Village (now City) of Hartford, Washington County, Wisconsin.

AND

The South fifty-one (51) feet of Lot Eight (8) of Block "1" in A.M. THOMSONS ADDITION to Village (now City) of Hartford, Washington County, Wisconsin.

Tax Key Nos. 36-2102-010-005 & 36-2102-010-006

WHEREAS, Declarant desires to amend said Declaration to correct Unit Numbers in Article II Property and Units: Submission to Act.

NOW, THEREFORE, under and pursuant to Article XVII, Section 5 of the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford, said Declaration is hereby amended by Declarant as follows:

Section 2. CONDOMINIUM IDENTIFICATION: Each Unit shall be specifically designated by a Unit Number and an address as follows:

UNIT NUMBER	ADDRESS OF UNIT	TAX KEY NUMBER OF UNIT
101	223 Fifth Street	To Be Assigned
102	223 Fifth Street	To Be Assigned

103	223 Fifth Street	To Be Assigned
104	223 Fifth Street	To Be Assigned
105	223 Fifth Street	To Be Assigned
106	223 Fifth Street	To Be Assigned
107	223 Fifth Street	To Be Assigned
208	223 Fifth Street	To Be Assigned
209	223 Fifth Street	To Be Assigned
210	223 Fifth Street	To Be Assigned
211	223 Fifth Street	To Be Assigned
212	223 Fifth Street	To Be Assigned
213	223 Fifth Street	To Be Assigned
214	223 Fifth Street	To Be Assigned
315	223 Fifth Street	To Be Assigned
316	223 Fifth Street	To Be Assigned
317	223 Fifth Street	To Be Assigned
318	223 Fifth Street	To Be Assigned
319	223 Fifth Street	To Be Assigned
320	223 Fifth Street	To Be Assigned
321	223 Fifth Street	To Be Assigned

IN WITNESS WHEREOF, Declarant, pursuant to Article XVII, Section 5 of said Declaration has caused this Amendment to the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford to be executed and signed this 25th day of January, 2005.

JPS LIMITED, LLC

By: 
Jay P. Schnorenberg, Member

Signature of Jay P. Schnorenberg authenticated this 25th day of January, 2005.



Richard A. Rechlicz

Member State Bar of Wisconsin

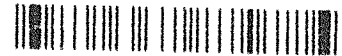
State Bar 1016926

This instrument was drafted by:

Richard A. Rechlicz, Esq.
LADEWIG, RECHLICZ & IGGENS
N88 W15125 Main Street
Menomonee Falls, WI 53051
(262) 251-2245

SECOND AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP OF
EDGEWATER EAST
CONDOMINIUMS OF HARTFORD

DOC#: 1077818



Recorded
FEB. 08, 2005 AT 01:05PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$13.00

THIS AMENDMENT, made this 8th day of February, 2005 by JPS LIMITED, LLC, (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF EDGEWATER EAST CONDOMINIUMS OF HARTFORD (hereinafter referred to as "Declaration"), which was recorded on the 29th day of December, 2004 in the Washington County Register of Deeds in as Document No. 1073876 and pertaining to that certain real estate described in the Condominium Plat for Edgewater East Condominiums of Hartford and marked Exhibit A to said original document, more particularly described as follows:

Parcel I

Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13) of Block "I" in Map of A.M. THOMSONS ADDITION to the City of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM that part heretofore deeded to the Chicago, Milwaukee & St. Paul Company.

Return To: Richard A. Rechlicz, Esq.
Ladewig, Rechlicz & Iggens
N88 W15125 Main Street
Menomonee Falls, WI 53051

13.2

Parcel II:

Lot Nine (9) of Block "I" in A.M. THOMSONS ADDITION to the Village (now City) of Hartford, Washington County, Wisconsin.

AND

The South fifty-one (51) feet of Lot Eight (8) of Block "I" in A.M. THOMSONS ADDITION to Village (now City) of Hartford, Washington County, Wisconsin.

Tax Key Nos. 36-2102-010-005 & 36-2102-010-006

WHEREAS, Declarant desires to amend said Declaration to correct the assignment of parking spaces to certain Unit Numbers.

NOW, THEREFORE, under and pursuant to Article XVII, Section 5 of the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford, said Declaration is hereby amended by Declarant as follows:

1. Unit Number 102 shall be assigned parking space 105.
2. Unit Number 105 shall be assigned parking space 102.

All other Unit Numbers and parking spaces shall remain as previously assigned in said original Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford.

IN WITNESS WHEREOF, Declarant, pursuant to Article XVII, Section 5 of said Declaration has caused this Amendment to the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford to be executed and signed this 8th day of February, 2005.

JPS LIMITED, LLC

By: Jay P. Schnorenberg
Jay P. Schnorenberg, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me, this 8th day of February, 2005, Jay P. Schnorenberg, to me known to be the person who executed the foregoing instrument and acknowledged same.

Lori A. Betlinski

Lori A. Betlinski
Notary Public, State of Wisconsin
My Commission expires 1/20/08

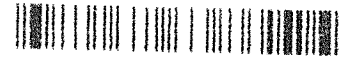


This instrument was drafted by:

Richard A. Rechlicz, Esq.
LADEWIG, RECHLICZ & IGGENS
N88 W15125 Main Street
Menomonee Falls, WI 53051
(262) 251-2245

THIRD AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP OF
EDGEWATER EAST
CONDOMINIUMS OF HARTFORD

DOC#: 1078796



Recorded
FEB. 18, 2005 AT 10:40AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$23.00

THIS AMENDMENT, made this 18th day of February, 2005 by JPS LIMITED, LLC, (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF EDGEWATER EAST CONDOMINIUMS OF HARTFORD (hereinafter referred to as "Declaration"), which was recorded on the 29th day of December, 2004 in the Washington County Register of Deeds in as Document No. 1073876 and pertaining to that certain real estate described in the Condominium Plat for Edgewater East Condominiums of Hartford and marked Exhibit A to said original document, more particularly described as follows:

Parcel I

Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13) of Block "I" in Map of A.M. THOMSONS ADDITION to the City of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM that part heretofore deeded to the Chicago, Milwaukee & St. Paul Company.

Parcel II:

Lot Nine (9) of Block "I" in A.M. THOMSONS ADDITION to the Village (now City) of Hartford, Washington County, Wisconsin.

AND

The South fifty-one (51) feet of Lot Eight (8) of Block "I" in A.M. THOMSONS ADDITION to Village (now City) of Hartford, Washington County, Wisconsin.

Tax Key Nos. 36-2102-010-005 & 36-2102-010-006

WHEREAS, Declarant desires to amend certain Sections or paragraphs of said Declaration.

NOW, THEREFORE, under and pursuant to Article XVII, Section 5 of the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford, said Declaration is hereby amended by Declarant as follows:

The third paragraph of said Declaration on Page A-1 shall be amended to recite as follows:

WHEREAS, DECLARANT intends to, and does hereby submit and subject the Subject Property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to all provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats. as amended; and

23-7

Return To: Richard A. Rechlicz, Esq.
Ladewig, Rechlicz & Iggers
N88 W15125 Main Street
Menomonee Falls, WI 53051

Article II, Section 3 (b) shall be amended to recite as follows:

(b) The building is constructed principally of wood and brick and has a shingle roof. Each Unit shall be served by central-forced air gas heat, central air conditioning, and electric hot water heater. Electricity, 220 AMP service, shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Municipal water and sewer service shall be provided to each Unit on separate meters and shall be paid for individually by each Unit Owner. Each Unit Owners liability for payment of common expense is set forth in of this Declaration.

Article III, Section 4 shall be amended to recite as follows:

Section 4. LIMITATION ON USE OF COMMON ELEMENTS: Notwithstanding anything to the contrary set forth in this Declaration, the use of the Common Elements shall be restricted to those Unit Owners who are also "possessors" or "residents" of the Units. A "possessor" or "resident" of the Unit shall refer to either the Tenant having possession of the Unit by virtue of a Lease with the Unit Owner or the Unit Owner occupying and possessing the Unit as said Unit Owner's residence.

Article IV, Section 2 shall be amended to recite as follows:

Section 2. PATIOS, DECKS AND PORCHES: All patios, decks and porches, including but not limited to, those covered with a roof or awning and/or enclosed with windows and/or screens, are Limited Common Elements appurtenant to the Unit to which same are attached. Declarant has the express right to construct patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens, at the time of initial construction of any Unit. After the sale of a Unit by Declarant, or the completion of construction of a Unit, whichever is later, the Unit Owner may, (i) if approved by the Association, in the Association's sole discretion, (ii) subject to such approvals and permits as may be required by the municipality in which the condominium is located and (iii) subject to compliance with the requirements of Sec. 703.13(5m), Wis. Stats., add one or more patios, decks and/or porches, including but not limited to those covered with a roof or awning and/or enclosed with windows and/or screens. Any such patio, deck and/or porch added by a Unit Owner shall be located in the side and/or rear yard of the Unit. No patio, deck or porch shall be added by any Unit Owner without the approval required pursuant to this Declaration. The Unit Owner shall be solely responsible for all costs of maintaining and repairing all patios, decks and porches appurtenant to such Unit, including any roof or awning covering same, and including any windows or screens enclosing same. A Unit Owner adding a deck, patio and/or porch shall reimburse the Association, upon demand, for all costs and expenses incurred by the Association relating such addition, and/or the approval thereof, including but not limited to the cost of preparing and recording an addendum to the Condominium Plat showing such addition, and, if applicable, Architect's and engineer's fees.

Any such costs and expenses not timely paid shall constitute a special assessment against such unit, whether or not the Unit Owner actually proceeds with the construction of the addition. Unless otherwise specifically authorized by the Association, the Association shall have no liability for repair or maintenance for Unit Owner additions to Limited Common Elements or to said Limited Common Elements once improved by the Unit Owner.

Article IV, shall the following:

Section 5. IMPROVEMENTS TO LIMITED COMMON ELEMENTS: A Unit Owner shall comply with, among other requirements set forth herein, Sec. 703.13(5m), Wis. Stats. as to any improvement to a Limited Common Element.

Article V, Section 1 shall be amended to include:

(b) Any lease or rental agreement for Units shall comply with Sec. 703.315, et. seq., Wis. Stats.

Section V, Section 2 shall be amended to include:

(vii) Compliance with Sec. 703.13, et. seq., Wis. Stats.

Article VIII, Section 2 (b) (ii) shall be amended to recite as follows:

(ii) For such period of time as there are uncompleted Units in the Condominium owned by Declarant, Declarant shall have the option of either paying monthly assessments to the Association for each uncompleted Unit owned by Declarant on the same basis as any other Unit Owner; or paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all owners of completed Units (including Declarant) and the actual monthly expenses incurred by the Association as computed and set forth in Sec. 703.16(2)(b).

Article VIII, Section 10 shall be amended to include the following:

(e) Liens for unpaid common expenses, unpaid damages and unpaid penalties under and pursuant to Sec. 703.165, Wis. Stats.

Article VIII, Section 13 (b) shall be amended to recite as follows:

(b) Except as provided by the Act in the case of damage to or destruction of all or any part of the property, the Association shall not, unless the mortgagees of at least 75% of the Units have given their prior written consent:

- (i) Change the undivided percentage interest in the Common Elements of the Condominium appertaining to each unit or the manner of making assessment for common expenses based upon such percentage;
- (ii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the Common Elements, except that the transfer of the water system to a public or quasi-public body or the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.

Article X shall be amended to remove Sections 2, 3, 4, 5, 6, 7, and 8.

Article XVII shall be amended to recite as follows:

ARTICLE XVII

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declaration, By-Laws and the rules and regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil activities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the rules and regulations to be charges and assessed against the Owners of Units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collated as n assessment for common expenses, including the foreclosure of a lien therefor.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instance, upon the strict performance of any of the terms, covenants, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant,

condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. TERMINATION: Pursuant to Sec. 703.28, Wis. Stats., this Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Washington County, Wisconsin.

Section 5. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air-conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

Section 6. BINDING EFFECT: All present and future owners of Units, tenants of such Owners and any other occupants of Units, employees of Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as these instruments 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 acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

Section 7. RULES AND REGULATIONS: Rules and regulations (in addition to the By-Laws) concerning the use of the Units and the common and Limited Common Elements, including provisions concerning the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each Unit owner prior to their effective date.

Section 8. DEDICATION FOR UTILITIES: Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors the right to grant and/or dedicate to the City of Hartford, Wisconsin,

the County of Washington, Wisconsin or public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the City of Hartford or Washington County shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

Section 9. CONSTRUCTION OF TERMS: All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

Section 10. AMENDMENTS: Except as otherwise provided in this Declaration or as hereinafter limited and provided, this Declaration may be amended in the manner allowed by law at the time of the amendment; provided, however, that as long as Declarant owns any unsold Unit, including but not limited to, any and all Units built or unbuilt, no amendment to this Declaration shall be effective unless consented to in writing by Declarant. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any mortgage, without the consent of all such mortgagees. In no event shall the consent or signature of Unit Owners or mortgagees be required for any amendment pursuant to Article XV of this Declaration.

Any Amendment to this Declaration shall be recorded with the Register of Deeds for Washington County, Wisconsin, and a copy of same shall be sent to the Condominium Owner's Association.

Section 11. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process and the address for the registered agent, shall be: JPS Limited, LLC; 126 E. Prospect Avenue; Hartford, WI 53027. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Department of Financial Institutions of the State of Wisconsin and, if required by law, with the Register of Deeds for Washington County, Wisconsin.

Section 12. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 13. CAPTIONS: The Captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

Section 14. RIGHT OF FIRST REFUSAL: The Association shall have no right of first refusal or option to purchase any right, title, share or interest in any Unit, common area, element or fixture, or any property which is subject to this Declaration.

IN WITNESS WHEREOF, Declarant, pursuant to Article XVII, Section 5 of said Declaration has caused this Amendment to the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford to be executed and signed this 18th day of February, 2005.

JPS LIMITED, LLC

By: Jay P Schnorenberg Member
Jay P Schnorenberg, Member

ACKNOWLEDGMENT

[illegible]

Personally came before me, this 18th day of February, 2005, Jay P. Schnorenberg, to me known to be the person who executed the foregoing instrument and acknowledged same.

Lori A. Betlinski
Lori A. Betlinski

Notary Public, State of Wisconsin
My Commission expires 1/20/08

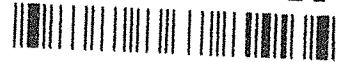
This instrument was drafted by:

Richard A. Rechlicz, Esq.
LADEWIG, RECHLICZ & IGGENS
N88 W15125 Main Street
Menomonee Falls, WI 53051
(262) 251-2245



FOURTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP OF
EDGEWATER EAST
CONDOMINIUMS OF HARTFORD

DOC#: 1081781



Recorded
MAR. 21, 2005 AT 11:55AM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$19.00

THIS AMENDMENT, made this 17th day of March, 2005 by JPS LIMITED, LLC, (at all times material referred to as "Declarant") to the original DECLARATION OF CONDOMINIUM OWNERSHIP OF EDGEWATER EAST CONDOMINIUMS OF HARTFORD (hereinafter referred to as "Declaration"), which was recorded on the 29th day of December, 2004 in the Washington County Register of Deeds in as Document No. 1073876 and pertaining to that certain real estate described in the Condominium Plat for Edgewater East Condominiums of Hartford and marked Exhibit A to said original document, more particularly described as follows:

Parcel I

Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13) of Block "T" in Map of A.M. THOMSONS ADDITION to the City of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM that part heretofore deeded to the Chicago, Milwaukee & St. Paul Company.

Parcel II:

Lot Nine (9) of Block "T" in A.M. THOMSONS ADDITION to the Village (now City) of Hartford, Washington County, Wisconsin.

AND

The South fifty-one (51) feet of Lot Eight (8) of Block "T" in A.M. THOMSONS ADDITION to Village (now City) of Hartford, Washington County, Wisconsin.

Tax Key Nos. 36-2102-010-005 & 36-2102-010-006

WHEREAS, Declarant desires to amend certain Sections or paragraphs of said Declaration.

NOW, THEREFORE, under and pursuant to Article XVII, Section 5 of the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford, said Declaration is hereby amended by Declarant as follows:

1. Parking Stall No. 211 shall be relocated and renumbered to Parking Stall No. 9, and further, Parking Stall No. 211 and Parking Stall No. 13 shall be made into one parking stall which shall be renumbered and identified hereafter as Parking Stall No. 9. Parking Stall No. 13 shall be eliminated in its entirety, all as is set forth in the revised Plat, a copy of which is attached hereto and marked Exhibit 1.

2. Article II, Section 3 (a) shall recite as follows:

Section 3. DESCRIPTION AND LOCATION OF UNITS: (a) The Condominium, when completed, shall contain one (1) building with twenty-one (21) Units. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant. The location, designation of each Unit, and the immediate Common Elements and Limited Common Elements to which each Unit has access, are shown in Exhibit A. The approximate area and number of rooms of each Unit are shown in Exhibit B.

3. Article II, Section 6 (a) shall recite as follows:

(a) Notwithstanding the above, Declarant reserves the right to change the size and dimension of the building in which condominium Units are to be constructed as presently shown on the Condominium Plat, to a larger or smaller residential building size, at its sole discretion, providing that the building shall contain twenty-one (21) Units.

4. Article III, Section 2 (b) shall recite as follows:

(b) Each Unit's fractional (also known as its percentage of ownership) ownership in the Common Elements shall be 1/21st.

5. Article V, Section 11 shall recite as follows:

Section 11. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for said Unit Owner's Unit and said Unit Owner's corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay said Unit Owner's proportionate share thereof, the allocation in respect to Common Elements to be in accordance with said Unit Owner's respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay said Unit Owner's share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twenty-first (1/21st) of said Unit Owner's share of the estimated real estate taxes each month.

6. Article VI, Section 3 shall recite as follows:

Section 3. UNIT VALUE FOR VOTING: The interest of each Unit shall be 1/21st and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

7. Article I, Section 2 (j) shall recite as follows:

(j) "PARKING SPACE UNIT" shall mean and refer to the parking spaces identified as Units 1 through 12, inclusive, on the Condominium Plat.

8. Article VI, Section 2 (b) shall recite as follows:

- (b) Class B. Class B members shall be Declarant and shall be entitled to two (2) votes for each Unit (up to 42 votes) owned or to be built by Declarant.

The respective rights and qualifications of the two classes of members shall be as set forth in the By-Laws of the Association.

IN WITNESS WHEREOF, Declarant, pursuant to Article XVII, Section 5 of said Declaration has caused this Amendment to the Declaration of Condominium Ownership for Edgewater East Condominiums of Hartford to be executed and signed this 17th day of March, 2005.

JPS LIMITED, LLC

By: Jay P. Schnorenberg By: Ralph P. Schnorenberg
Jay P. Schnorenberg, Member, by
Ralph P. Schnorenberg, Attorney in Fact

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS.

COUNTY OF WASHINGTON)

Personally came before me, this 17th day of March, 2005, Ralph P. Schnorenberg, to me known to be the person who executed the foregoing instrument and acknowledged same.

Janice M. Becker

Notary Public, State of Wisconsin Janice M. Becker
My Commission expires 9/14/05

This instrument was drafted by:
Richard A. Rechlicz, Esq.
LADEWIG, RECHLICZ & IGGENS
N88 W15125 Main Street
Menomonee Falls, WI 53051
(262) 251-2245

ADDENDUM TO EDGEWATER EAST CONDOMINIUMS OF HARTFORD CITY OF HARTFORD - WASHINGTON COUNTY

PROPERTY DESCRIPTION:

The Southern 51.0 feet of Lot 8, all of Lots 9, 10, 11, 12 and 13 of Block "1", in "A.M. Thompson's Addition" to the Village (now City) of Hartford, Washington County, Wisconsin, EXCEPTING THEREFROM that part heretofore deeded to the Chicago, Milwaukee and St. Paul Railway Company.

CERTIFICATE OF SURVEYOR:

I, Keith D. Kopp, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing "EDGEWATER EAST CONDOMINIUMS OF HARTFORD", a correct representation of the Condominiums described in the declarations and identification and location of each unit can be determined from this plat. The undersigned surveyor makes no certification as to the accuracy and diagrammatic floor plans of the condominium building and units contained in the plat or approximate dimensions or floor areas thereof.

Keith D. Kopp
Keith D. Kopp, RLS S-1813

Koppen Surveying Inc.

Dated this 21st day of DECEMBER, 2004.

Revised 03/15/05

NOTES:

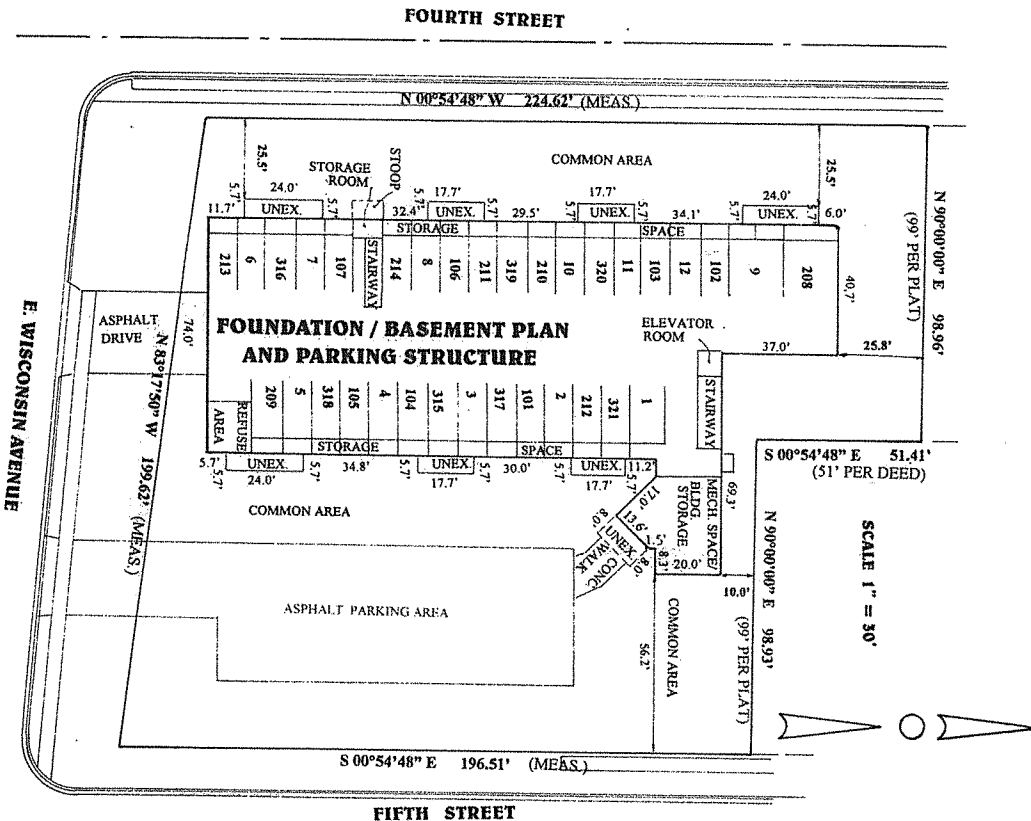
Building and Unit dimensions are exterior or to the center of common walls. Concrete walks, stoops, driveway areas, both inside and outside of the structure, lobby, mechanical rooms, elevator, corridors, hallways, lobby toilet, refuse area and stairways are common elements. Decks, patios and storage areas adjacent to parking stalls are limited common elements.

There are no objections to this plat with respect to Section 703.115, Wisconsin Statutes.

Certified
Brian W. Brathwaite, Washington County Real Property Lister. 2005.

DECLARANT: JPS LIMITED, LLC

SHEET 1 OF 2

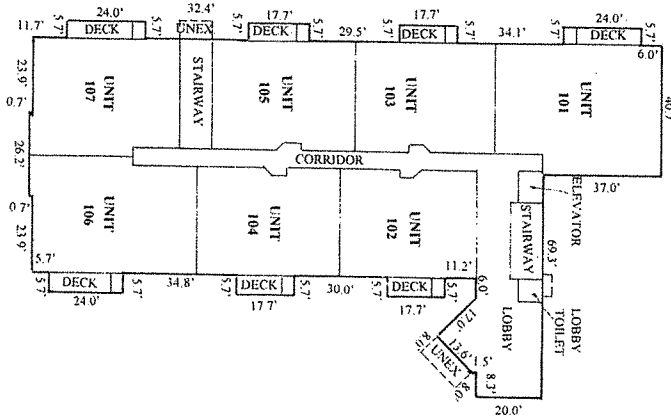


"EXHIBIT 1"

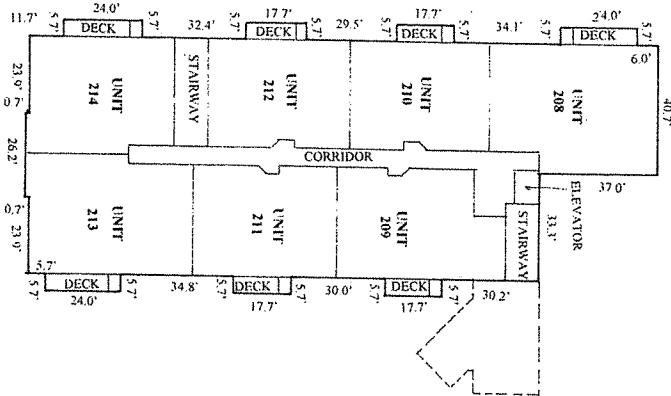
A-45

**ADDENDUM TO
EDGEWATER EAST CONDOMINIUMS OF HARTFORD
CITY OF HARTFORD - WASHINGTON COUNTY**

FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

