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DECLARATION OF CONDOMINIUM
of
COACHLIGHT VILLAGE TOWNHOUSES
CONDOMINIUM IV

THOMAS THOMSON and DONALD R. POLZIN, Declarants, being all of the owners of the property hereinafter described, for the purpose of submitting the land and improvements described below to condominium ownership, hereby submits the same to the provisions of the Unit Ownership Act, created by Chapter 703 of the Wisconsin Statutes, and declares said property and all improvements now or subsequently placed thereon and appurtenances thereto subject to said Unit Ownership Act

1. DESCRIPTION OF LAND. The land owned by the Declarants on which the Building and improvements are constructed is located in Waukesha County, Wisconsin, and is described as follows:

All that part of the Northeast One-Quarter of Section 3, Town 6 North, Range 20 East, City of New Berlin, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the North One-Quarter corner of Section 3; thence SOO degrees 50'53"W along the North One-Quarter line of said section 518.73 feet; thence N89 degrees 17'13"E parallel to the North Line of Section 3, 330.00 feet; thence S00 degrees50'17"W, 440.00 feet; thence S89 degrees 09'43"E, 195.00 feet to a point on the centerline of Carriage Road; thence S00 degrees50'17"W along said centerline 51.73 feet; thence S89 degrees 09'43"E,30.00 feet to a point on the East right-of-way line of Carriage Road and the place of beginning of the parcel hereinafter described; thence S86 degrees 20"01"E, 559.36 feet to a point on the West right-of-way line of Coachlight Drive; thence N01 degrees 05'01"E along said West right-of-way line 144.83 feet to a point on the South right-of-way line of Heritage Lane; said point also being the P.C. of a curve; thence 99.77 feet along said South right-of-way line and the arc of said curve, radius of 498.58 feet, the center of which lies to the North and a chord bearing S89 degrees 11'11"W, 99.61 feet to the P. T. of said curve; thence N85 degrees 04'51"W along the aforementioned South right-of-way line 403.08 feet to the P.C. of a curve; thence 57.84 feet along the South right-of-way line of Heritage Lane and the arc of said curve, radius of 811.99 feet, the center of which lies to the South and a chord bearing N87 degrees 07'17"W, 57.83 feet to the P. T. of said curve, being on the East right-of-way line of Carriage Road; thence S00 degrees 50'17"W along said East right-of-way line 145.00 feet to the place of beginning.

A plat of survey of the land, containing the legal description thereof and showing the location of the buildings constructed thereon is attached hereto and marked Exhibit A and incorporated herein by reference.

2. DESCRIPTION OF THE BUILDING. On the land submitted to condominium ownership there are constructed four four-family buildings for a total number of unites in all buildings of sixteen units. The building consists of two stories

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and one basement, and are constructed frame and brick veneer. Exhibit A shows the location of each building built. A set of floor plans of each building built showing the layout, location, unit numbers and dimensions of the units stating the name of the building or designation and bearing the verified statement of the architect or professional engineer certifying that is an accurate copy of the portions of the plans of each building is attached to this Declaration as Exhibit B-1 which is made a part hereof by reference.

The actual boundaries of any building or unit constructed in substantial accordance with survey map and floor plan of this Declaration of its amendments shall be conclusively presumed to be the actual boundaries of the building or the unit rather than the description expressed herein or in any other document, regardless of the setting or lateral movement of the buildings and regardless of the minimum variation between boundaries shown on the plat or floor plan.

3. DESCRIPTION OF UNITS. The unit number of each unit, its location, approximate area number of rooms, and immediate common area to which it has access are shown on Exhibits A, B-1 which are attached hereto and made a part hereof by reference. The attached exhibits show the approximate area, number of rooms, general layout, the building in which unit is located, and the unit number and indicates the immediate common area to which each unit has access. Each unit shall be described by the street address as indicated on Exhibit A.

A. Actual Boundary – The actual boundary of each unit shall include that part of the building that lies within the boundaries of the unit, which boundaries are as follows:

(1) The upper and lower boundaries of the building unit shall be (a) Upper Boundary – the horizontal plane of the upper surface of the ceiling drywall of that ceiling immediately below the roof joists. (b) Lower Boundary – the place of the lower level of the cement basement floor.

(2) The perimetrical boundaries of the units shall be the following boundaries extended to an intersection with the upper and lower boundaries:

a. Outer Building Walls – The intersection vertical plane adjacent to and which includes the outside vertical plane of the drywall.

b. Interior Building Walls – The intersecting vertical plane adjacent to and which includes the outside vertical plane of the drywall.

c. Glass Surfaces – The intersecting vertical planes adjacent to and which include the outside vertical plane of the surface of the glass.

d. Exterior Doors – The intersection vertical plane adjacent to and which include the outside vertical plane of the door unpainted.

(3) Outer plane shall be that plane furthest removed from the unit.

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(4) If any of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, an easement for the encroachment and for its maintenance shall exist so long as the building stands.

4. DESCRIPTION OF THE COMMON AREAS AND FACILITIES

A. The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.

B. All buildings and all parts of the improvements which are not included within the units including but not limited to the foundations, columns, girders, beams, supports, main walls, roofs, yards, gardens if any, parking areas, installation of central services such as power, light, gas, water, sump pumps and water softeners, all apparatus and installations existing for the common use, all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

C. Easement through units for conduits, ducts, maintenance of sump pumps and water softeners, plumbing, wiring and other facilities for the furnishing of utility services to units and common areas.

D. An easement of support in every portion of the unit which contributes to the support of the building.

E. Installation for the furnishing of utility services to more than one unit or to the Common areas or to a unit other than the unit containing the installations.

F. The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common areas.

G. Common areas which are identified in the attached Exhibits and are limited for the exclusive use of the owner or owners of such unit, subject to such rules and regulations of the limited common areas as shall be established by the Association.

5. DESCRIPTION OF THE LIMITED COMMON AREAS AND FACILITIES.

The limited common areas and facilities and the limitation to their use as follows:

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A. The patio or other area immediately adjacent to each unit to which it has access by a door from the unit and is assigned to the respective unit and the parking area or garage, if furnished, which is attached to the patio area assigned to the respective unit as indicated in the attached exhibits, the use of which is limited to the persons owning the adjacent unit.

B. In each building an area ten (10) feet deep immediately around each building shall be reserved for the use of the occupants of said building except where such reservation includes public walkway, in which event said public walkway shall be excluded from said reservation. All patios and parking areas assigned to individual units shall be excluded from this ten (10) foot strip. The Association shall have an easement in this ten (10) foot strip for building and ground maintenance and repair.

6. UNIT VALUE OR COMMON AREA OWNERSHIP AND VOTING.

The vote to be given to each unit owner on matters for determination by unit owners shall be one (1). The percentage of individual interest in the common areas and facilities appertaining to each unit and its owner is the percentage set forth as shown on Exhibit C-1.

7. PURPOSES AND RESTRICTIONS OF USE OF UNITS.

A. Buildings: All buildings are intended and restricted for residential uses only.

B. Units: Each of the units shall not be occupied by more than four (4) persons, unless otherwise permitted in writing by the Board of Directors. Except as reserved to the Declarants, no unit may be divided or subdivided into a small unit nor any portion sold or otherwise transferred without first Amending this Declaration to show the changes in the units being affected.

C. Common Areas. The common areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners.

D. Nuisances. No nuisance shall be allowed on the condominium property, nor any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary conditions and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard be allowed to exist. No unit owner shall permit any use of his unit or make any use of the common areas that will increase the cost of the insurance upon the condominium property.

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E. Pets. No dog, bird, reptile or animal of any kind, except for domestic cat (s) (subject to the provisos that they do not exceed two (2) in number per unit, that they be restrained or confined while outside the unit, that they be neutered or spayed, and that no cat shall exceed twenty (20) pounds in weight), shall be permitted, kept or harbored in the condominium unless the same, in each instance, be permitted in writing by the Board of Directors, and such consent, if given, may be revoked at any time by the Board of Directors in their sole discretion. When pets are taken from the units, they shall be carried or leashed until removed from the common areas of the condominium. No pet or animal shall be allowed to create or cause any disturbance or nuisance of any kind. Each owner of any animal shall be responsible for the policing of the droppings and waste material of the animal. Unit owners who violate the provisions of this paragraph shall be subject to additional special assessments levied by the Board of Directors. These special assessments shall be in addition to the enforcement provisions provided for in Paragraph 12 hereof.

F. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

G. Leasing. After approval by the Association elsewhere required, entire dwelling units may be rented, provided the occupancy is only by the lessee and his family, servants and guests. No rooms may be rented and no transient tenants may be accommodated. Declarant reserves the right to lease any unit while declarant or his assignee is in title without the necessity of seeking approval of the Association therefor.

H. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

I. Proviso. Provided, however, that until the Declarants has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Declarant may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs. Declarants shall have the right to lease said units while said units are owned by Declarants.

8, PERSON TO RECEIVE SERVICE OF PROCESS. Services of process shall be made upon DELBERT RUDE, whose address is 1405 Coachlight Drive, New Berlin, Waukesha County, Wisconsin, until all of the units have been conveyed or until such earlier time as Declarant elects to have the Association of Unit Ownership become

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operational, at which time the Association may designate a successor by a vote of the simple majority of the quorum present at any meeting of the association.

9. DAMAGE OR DESTRUCTION. In the event damage or destruction of all or part of the property, the damage shall be repaired or the property destroyed shall be rebuilt, unless all unit owners in any buildings containing units to which the property appertaining shall vote to the contrary. A meeting by the Association shall be called for the purpose of considering said matter within ninety (90) days of the date of the damage or destruction. Any reconstruction must be done in accordance with the original plans and specifications, unless otherwise authorized by the Association. In no event, however, shall the square feet of the original unit, nor shall the number of units be reduced from the units originally in said building.

10. FURTHER MATTERS INVOLVING CONDOMINIUM.

A. Definitions. The terms used in this Declaration and its Exhibits shall have the Meanings stated in the Unit Ownership Act created by Chapter 703 of the Wisconsin Statutes and as follows unless the context otherwise requires:

(1) Common expenses shall include expenses of administration, insurance, maintenance, operation, repair, including maintenance operation and repair of water softener and sump pump, and betterment of the common areas and facilities of the portions of the units to be maintained by the Association.

(2) Singular, plural and gender – Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

(3) Utility services as used in the Unit Ownership Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning and garbage and sewage disposal.

B. Easements. Easements are reserved to the condominium property as may be required for utility services, services for water softener and sump pump, in order to serve the condominium adequately, provided, however such easements to the units shall be only according to the plans and specifications of the unit building or as the building is constructed, unless approved in writing by the unit owners.

C. Automobile Parking. Use of the parking spaces other than the parking spaces assigned to each unit will be pursuant to the regulations of the Association.

D. Assigned Parking Spaces. Any two adjoining unit owners shall have the right to construct on the parking spaces reserved for their use, if a garage has not been furnished with the unit, a two car garage, one half of which will be constructed on each adjoining assigned parking space on plans and specifications approved in writing by the

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Association. The materials used in fabrication thereof shall belong to the unit owner and shall not be deemed to be a fixture nor shall its existence change the character or ownership of the land on which it is constructed. Such garage, material and fabrication shall be deemed to be a part of the unit to which the use of the parking area on which it is constructed is assigned and shall in every instance be included in the sale of said unit. Cost of construction, as well as maintenance and repair cost and any other expenses in conjunction therewith, shall be borne by the unit owner electing to construct same as a special assessment.

E. Association Membership. The operation of the condominium shall be by Coachlight Village Townhouse Condominium IV, Inc., a nonprofit corporation, incorporated under the laws of the State of Wisconsin. Said Association shall file its Articles of Incorporation and prepare its Bylaws, and a copy of each shall be furnished to each unit owner. Each unit owner shall have one (1) vote regardless of the percentage of the ownership of the common area.

F. Limitation on Liability. The Association shall not be liable to any unit owners for injury or damage, other than the cost of maintenance or repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or by any other unit owners or other persons.

G. Assignment. The interest in the Association cannot be assigned, hypthecated or transferred in any manner except as an appurtenance to its unit.

H. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

(1) Units.

a. By the Association. The Association shall maintain repair and replace at the Association's expense:

1. All boundary walls of the unit except interior surface and all portions of the units contributing to the support of the unit buildings, which portions to be maintained shall include, but not be limited to, the outside walls of the unit buildings and all fixtures of the exterior, load-bearing columns and load-bearing walls.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association, and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained, and

3. All incidental damages caused by a unit by such work shall be repaired promptly at the expense of the Association.

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4. Provided that the Association shall have authority to require unit owners to maintain, repair and replace windows and glass doors, except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

b. By the Unit Owner. The responsibility of the unit owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired, and replaced by the Association. Such shall be done without disturbing the rights of other unit owners, and shall specifically include all interior wall surfaces, all partition walls and all floors.

2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building, except if the unit owner has a garage or elects to construct a garage as provided herein, then said unit owner is responsible for the painting and maintenance of said garage but the color and quality of paint and the general condition of the garage shall be subject to control of the Association and shall be proper subject matter for special assessment.

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3. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

4. To maintain owner-installed air-conditioning units.

5. To pay all damages to other units or to the common area or areas resulting from the negligence of the unit owner or the occupants of his unit, or resulting from the use of unusual appliances or furnishings such as a waterbed.

(2) Alteration and Improvement. Except as elsewhere reserved to Declarant, Neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the unit building, or impair any easement without first obtaining approval in writing of owners of all units of the building in which such work is to be done and the approval of the Board of Directors of the Association. A copy of the plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work.

(3) Common Areas and Facilities.

a. By the Association. The maintenance and operation of the common areas shall be the responsibility of the Association and a common expense.

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b. Alteration and Improvement. After the completion of the improvements included in the common areas contemplated by this Declaration, there shall be no alteration or further improvements of the common areas without prior approval in writing by the owners of not less than seventy-five per cent (75%) of the common areas except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association or other mortgages that acquires its title as the result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common units bear to each other. There shall be no change in the shares and rights of a unit owner in the common areas altered or further improved, nor in his share of common expense whether or not the unit owner contributes to the cost of such alteration or improvements.

(I.) Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

(1) Share of common expenses. Each unit owner shall be liable for an equal share of the common expenses and shall share equally in the common surplus.

The common expenses shall include but not be limited to the expenses of operation, maintenance, repair or replacement of the common areas, cost of carring out the powers and duties of the Association and other expenses designated as common expense by this Declaration and by the Bylaws of the Association, including the care, maintenance and repair of the water softeners and sump pumps.

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(2) Interest, Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10) per cent per annum from the date when due until paid; except that the monthly maintenance assessment, if not paid by the tenth day of each month is subject to a ~~$25.00~~ 50.00 late fee/penalty.

(3) Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

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J. Insurance. The insurance, other than title insurance, which shall be carried upon the condominium property, and the property of the unit owners, shall be governed by the following provisions:

(1) Authority to Purchase; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the unit owners, without naming them and their mortgagees. Provisions shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of unit owners.

Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee designated by the Association and all policies and endorsement shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense and upon their own personal property and for their personal liability and living expense.

(2) Insurer. The insurer shall be an insurance company authorized to do business in Wisconsin and said insurance must by purchased through an agent having a place of business in Milwaukee or Waukesha County, Wisconsin. This subparagraph shall be construed to be a covenant for the benefit of institutional mortgagees and may be enforced by an institutional mortgagee having a mortgage on a condominium unit.

(3) Coverage.

a. Casualty. All buildings and improvements upon land shall be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of this Association. Such coverage shall afford protection against:

1. Loss or damage by fire, and other hazards covered by a standard extended coverage endorsement, and

2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

b. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

c. Workmen's compensation policy to meet the requirements of law.

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d. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(4) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

11. RESTRICTION AND LIMITATION ON TRANSFER OF INTEREST.

A. No unit owner shall at any time sell, convey, lease, devise, give away, or allow any other use of his unit other then a casual use unless he shall have first given a ten-day prior written notice to the Association of the terms of any proposed bona fide sale, lease or other alienation, as evidence by a bona fide written document of purchase, sale, lease or other alienation, together with the name and address of the proposed purchaser, lessee, or other person involved. The Association shall, during said ten-day period, have the first right and option to purchase or lease such unit at the same price and terms as evidenced by such bona fide document. If the Association does not exercise said option within said ten-day period, then the owner shall have the right at the expiration of said period and at any time within ninety (90) days after the expiration of said period to close said contract or lease under the same terms and conditions and only to such purchaser or lessee. In the event there is a change of terms or a change of purchaser or lessee, then the Association's option shall be reinstated for an additional period of ten (10) days.

B. A unit owner who wishes to make a gift of his unit or any interest therein to any person or persons shall give to the Association a ten-day written notice of his or her intent to make such a gift, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall, in that event, have the right and option to purchase said unit at the fair market value to be determined by three (3) appraisers, one picked by each of the parties and the two appraisers so selected selecting a third. The Association's option to purchase the unit shall expire fifteen (15) days after the receipt of the written appraisal by the appraisers.

C. In the event title to any unit passes by devise or inheritance or other transfer not herein specifically mentioned, said new unit owner shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title. The Association shall thereafter for a period of fifteen (15) days have an option to purchase said property at a price to be determined by three (3) appraisers, one each chosen by the owner and the Association and the two appraisers so chosen selecting a third. Thereafter the transaction shall be closed within fifteen (15) days following the receipt of the written appraisal.

D. In the event any unit or interest therein is sold at a judicial or execution sale, the person acquiring title shall, before taking possession of the unit, give twenty (20) days written notice to the Association of his intention so to do, whereupon the Association

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shall have an option to purchase such unit or interest therein at the same price for which it was purchased by the person acquiring title at said sale. If said option is not exercised by the Association within twenty (20) days after receipt of such written notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit.

E. No purchases shall be made by the Association in accordance with the above paragraphs without the prior consent of three-quarters (3/4) of the members of the Board of Directors of the Association.

F. A certificate of approval of a sale, lease or a conveyance of interest shall be furnished by the Association in recordable form and said certificate shall be duly recorded.

G. Funding of the purchase shall be provided for in the Bylaws of the Association.

H. Any sale or lease or acquisition of ownership not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

I. The provisions of this paragraph shall not be applicable to or binding upon the Declarant, its successors, assignes, designees, or shall they apply to a transfer to or purchase by a bank, life insurance company, or savings and loan association that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be sold whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale, or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit that is duly advertised at a public sale with open bidding provided by law resulting from a mortgage foreclosure.

12. ENFORCEMENT PROVISIONS. It is expressly understood, that the conveyances of units to and the acceptance by the Unit Owners are upon the express condition that if said units, or any part thereof, shall at any time, be used, or procured, permitted or suffered to be used by the Unit Owners, his heirs or assigns, or any persons in possession thereof, for any purpose other than that provided for herein, or if the Unit Owner, his heirs or assigns, or any occupant of said unit shall neglect, or fail to perform, fulfill, and keep the several covenants herein contained, or make any default in the performance or fulfillment of said convenants, or any of them, then and in either of such event, it shall be lawful for the Association of unit owners to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same including the obtaining of an injunction against the Unit Owner, his heirs or assigns, or the occupant, and for damages for violating the said covenants, and further, as an additional relief against said violations, the Association may at any time thereafter, serve upon the Unit Owner a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing the Unit

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Owner to remedy said default or breach, and should the Unit Owner for a period of thirty (30) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then the Association shall have the right and option to purchase said unit at market value, said market value to be determined by three appraisers with the Unit Owner selecting one appraiser, and the Association selecting another and the two so selected selecting a third. The option shall be exercised within sixty (60) days of the receipt of the appraisal by the Association. Should the Unit Owner fail to select an appraiser within thirty (30) days of notification to make a selection, then the market value of the unit shall be determined by the two appraisers otherwise chosen as above provided.

13. AMENDMENT OF DECLARATION. This Declaration may be amended by Declarant until all units have been sold, conveyed and paid for solely in order to correct any errors or omissions herein, and to alter construction plans as to interior design and arrangement of all units, and to alter the boundary between units, as long as Declarant owns the units so altered. No such changes, however, shall increase the number of units or alter the boundaries of the common areas.

This Declaration may be amended by a vote of a majority of all units owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the Bylaws, or by the unanimous vote of the Board of Directors of the Association at a meeting duly held in accordance with the provisions of the Bylaws; provided, however, that the provisions of Section 703.06 (2) of the Wisconsin Unit Ownership Act shall apply on any vote to change or alter the percentage of ownership in common or limited common areas or facilities. Copy of any such amendment shall be certified by the president and secretary of the Association.

In WITNEE WHEREOF, this Declaration has been executed this 12th day of August, 1974.

S/S Thomas Thomson

S/S Donald R. Polzin

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STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally come before me this 12th day of August, 1974, the above names Thomas Thomson and Donald R, Polzin to me known as the persons who executed the foregoing instrument and acknowledge the same.

S/S Dorothy J, Knapp
Notary Public, Milwaukee Co., Wisc.
My commission expires March 21, 1976

This instrument was drafted by William F. School, Attorney at Law.