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FIRST AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

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WINDSTONE TERRACE CONDOMINIUM

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Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

**FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP OF
WINDSTONE TERRACE CONDOMINIUM**

Hartland, Wisconsin

Windstone Terrace Condominium (the "Condominium") was created by a Declaration of Condominium recorded on July 11, 2005 with the Waukesha County Register of Deeds as Document No. 3293135 (the "Declaration").

I. RESTATEMENT OF DECLARATION

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Windstone Terrace Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNIT

(a) Identification of Units. The Property and the two (2) thirty-six (36) unit residential buildings ("Buildings"), shall be known as WINDSTONE TERRACE CONDOMINIUM ("Condominium"). The various types of units ("Units"), their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on the Condominium Plat of Survey ("Condominium Plat"). In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

(b) Boundaries of Units. The boundaries of each Unit shall be as follows:

(i) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof or other supporting structural components

above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

(c) Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(i) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(ii) Interior lights and light fixtures.

(iii) Cabinets.

(iv) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(v) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(vi) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(vii) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Building, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

(a) Common Elements. Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest in the Common Elements with all other Unit Owners. Each Unit's percentage of ownership in the Common Elements shall be 1/72. The "Common Elements" shall include the following:

- (i) The Land (including all landscaping);
- (ii) The covered picnic area, paved driveways, parking areas (including guest parking areas), private streets, pedestrian walkways, if any, situated on the Land;
- (iii) The foundations, columns, pilasters, girders, beams, balconies, supports, and main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs) of the Buildings;
- (iv) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (v) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (vi) The basement, underground parking garage, lobby, hallways and stairs in the Buildings.

(b) Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (i) All sidewalks, access ways, steps, stoops, decks, balconies and patios attached to, leading directly to or from, or adjacent to each Unit;
- (ii) The outside parking stalls, inside parking stalls and storage lockers designated and reserved for any Unit, if any; and
- (iii) Water meters and shut-off valves servicing an individual Unit.

(c) Parking Stalls/Storage Lockers. Each Unit is designated one (1) underground parking stall and one (1) storage locker. In addition, each 2-bedroom Unit shall also be designated one (1) parking stall in the outside parking lot. All such parking stalls and storage lockers shall remain Limited Common Elements, for the exclusive use of the appurtenant Unit. The specific designation of parking stalls and storage lockers to Units shall be set forth on a schedule maintained by the Association. Once a specific stall or locker is designated to a Unit, it may not be changed without the consent of the Unit Owner and Association. Parking stalls and storage lockers may not be sold or transferred apart from the appurtenant Unit.

(d) Easement to Unit Owners. Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the sound proofing of common walls, floors, and ceilings between the Units, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use.

IV. USE OF UNITS AND COMMON ELEMENTS

(a) Use of Units. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not) however, be construed in such a manner as to prohibit a Unit Owner from:

- (i) maintaining a personal professional library in the Unit;
- (ii) keeping a personal business or professional records or accounts the Unit;
- (iii) handling personal or business records or accounts in the Unit; or
- (iv) handling personal business or professional telephone calls or correspondence from the Unit.

Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily call, and such use is specifically prohibited.

(b) Leasing and Occupancy of Units. Units are only allowed to be leased as set forth in the Bylaws and Rules and Regulations. If an Owner intends to leave a Unit for a period of more than one (1) month, such Owner shall prior thereto notify the Association of the forwarding address, an email address, and telephone number where the Owner can be reached.

(c) Use of Common Elements.

(i) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, 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 the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the

Common Elements without the consent of the Association. No Owner may erect, post or display posters, signs or advertising material on or in the Common Elements.

(ii) Persons parking in Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space any may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules established by the Association.

(iii) 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 Condominium, or any part thereof, over what the Association, but for such activity, would pay. 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 permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, 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, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

V. MAINTENANCE, REPAIRS AND REPLACEMENTS

(a) Common Elements.

(i) The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Elements and Limited Common Elements, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. All such maintenance, repairs, and replacements to the Common Elements and Limited Common Elements, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners 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.

(ii) 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.

(iii) 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.

(iv) In the event that any maintenance, repairs or replacement of a Common Element or Limited Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

(v) The maintenance, repair, replacement and use of the Common Elements shall be subject to that certain Cross Easement Agreement dated June 2, 2005, between Declarants, Calvin M. Akin and Thomas A. Wright recorded with the Waukesha County Register of Deeds as Document No. 3283570 ("Cross-Easement").

(b) Units.

(i) A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (1) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (2) such fixtures and equipment which are located within that Unit; and (3) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. Subject to subsection (ii) below, a Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

(i) An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Each Unit Owner shall be required to keep all floor areas of each Unit covered with wall-to-wall carpeting, including separate padding beneath said carpeting, except for the floor of the kitchen, utility rooms, bathroom(s), and foyer. No owner of a unit located on the second or third floor shall install or be permitted to

install tile, ceramic, wood, laminate (engineered wood), vinyl plank, or other similar hard surface floor coverings in a unit unless the owner obtains prior written approval of the Board of Directors and installs a soundproof underlayment approved by the Board of Directors. Owner, Builder, or contractor must use underlayment meeting or exceeding STC and IIC rating between 68-72. Any hard surface coverings that predate the recording of this Restated Declaration are grandfathered and do not have to comply with these restrictions; however, upon replacement, the owner shall comply with this Section and any additional Rules and Regulations. Units may not be subdivided. Balconies and patios may not be enclosed.

VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "Windstone Terrace Condominium Association, Inc.," a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each 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 a Unit Owner may be a Member, 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 security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit shall be 1/72 and shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

VII. ASSESSMENTS

(a) Each Owner hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for 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.

(b) The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements, such emergency repairs as the Association may deem necessary, including any reserve accounts, and for the Association's share of the "Shared Expenses" defined in the Cross-Easement. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

(c) The Board may also levy special assessments against a particular Unit Owner and Unit for: (1) 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; (2) 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 of the Association; (3) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (4) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (5) interest due on general and special assessments; (6) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (7) 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 of the Association.

(d) Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- (1) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
- (2) When the transfer is solely between spouses and/or domestic partners;
- (3) When the transfer is solely between a parent and his, her or their child; and
- (4) When the transfer is to or from the Association.

(e) The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit. The first annual assessment following purchase shall be adjusted according to the number of months then remaining in the calendar year. At the closing of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, a late fee in the amount set forth in the Rules and Regulations will be assessed to such Unit. The Association shall, upon demand, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

(f) All sums assessed to any Unit pursuant to this Article, together with interest thereon, costs of collection, and actual attorneys' fees, if any, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

(a) Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

(b) Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(1) Worker's compensation insurance;

(2) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(3) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(4) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

(5) Such other insurance, including cyber or automobile insurance, as it deems necessary.

(c) Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit

Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

(d) Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- (1) The personal property within the Unit;
- (2) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);
- (3) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);
- (4) Special perils contents coverage; and
- (5) Sewer backup and sump pump failure coverage.

(e) In the event of a partial or total destruction of the Condominium Property, such Common Elements, Limited Common Elements, and Units shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as existed immediately prior to the damage. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

(f) 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 percentage interests in the Common Elements.

IX. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address (physical and electronic) for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally or electronically to the last such address on file. If a Unit Owner fails to provide such

address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

X. GENERAL PROVISIONS

(a) Claims and Remedies. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

(b) Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section (a) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

(c) Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

(d) No Waiver. The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions 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 of such term, covenant, condition or restriction in the future, and 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 hereof, 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 on behalf of the Association.

(e) Right-of-way Entry. Each Unit Owner hereby grants a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in this Declaration. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit 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 for cause in the discretion of the Association.

(f) Severability. If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

(g) 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 on any 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 mortgages. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

(h) Amendments. Except as otherwise provided by the Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of Unit Owners owning not less than two-thirds (2/3) of the percentage interest in the Common Elements. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit, to the extent the same is set forth in the Act. Any amendment shall be recorded with the Register of Deeds for Waukesha County.

(i) Resident Agent. The resident agent shall be the registered agent of the Association, as stated on file with the Wisconsin Department of Financial Institutions. At the time of the recording of this Restated Declaration, the Association's registered agent is MIKE & MIKE'S, INC., 2665 S. MOORLAND RD. SUITE 209, NEW BERLIN, WI 53151.

(j) Planned Unit Development. This Declaration, and each Owner's rights hereunder, are subject to the easements, restrictions, terms and conditions of that certain Planned Unit Development Agreement dated October 4, 2000 (as has been amended and supplemented), a memorandum of which has been recorded with the Waukesha County Register's Office as Document Number 2469585.

This First Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this First Amended and Restated Declaration of Condominium for Windstone Terrace Condominium this 16th day of August, 2023.

WINDSTONE TERRACE CONDOMINIUM
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Janet Adler
JANET ADLER, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Janet Adler, as President of Windstone Terrace Condominium Association, Inc. on this 16th day of August, 2023.

Ivonne Meeker
Notary Public, State of Wisconsin
Name: Ivonne Meeker
My Commission Expires: 04/19/2026

This document was drafted by:
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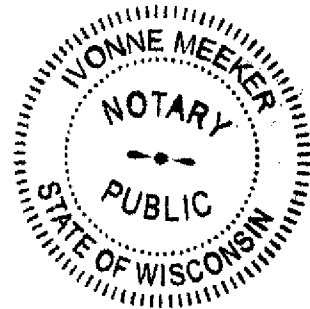


EXHIBIT A

Legal Description

Units 530-101, 530-102, 530-103, 530-104, 530-105, 530-106, 530-107, 530-108, 530-109, 530-110, 530-111, 530-112, 530-201, 530-202, 530-203, 530-204, 530-205, 530-206, 530-207, 530-208, 530-209, 530-210, 530-211, 530-212, 530-301, 530-302, 530-303, 530-304, 530-305, 530-306, 530-307, 530-208, 530-309, 530-310, 530-311 and 530-312 in Building 1 and Units 520-101, 520-102, 520-103, 520-104, 520-105, 520-106, 520-107, 520-108, 520-109, 520-110, 520-111, 520-112, 520-201, 520-202, 520-203, 520-204, 520-205, 520-206, 520-207, 520-208, 520-209, 520-210, 520-211, 520-212, 520-301, 520-302, 520-303, 520-304, 520-305, 520-306, 520-307, 520-308, 520-309, 520-310, 520-311 and 520-312, in Building 2, in the Windstone Terrace Condominium(s) created by a "Declaration of Condominium" recorded on July 11, 2005, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 3293135, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Village of Hartland, County of Waukesha, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
0423982001	530 Windstone Drive, Unit 101
0423982002	530 Windstone Drive, Unit 102
0423982003	530 Windstone Drive, Unit 103
0423982004	530 Windstone Drive, Unit 104
0423982005	530 Windstone Drive, Unit 105
0423982006	530 Windstone Drive, Unit 106
0423982007	530 Windstone Drive, Unit 107
0423982008	530 Windstone Drive, Unit 108
0423982009	530 Windstone Drive, Unit 109
0423982010	530 Windstone Drive, Unit 110
0423982011	530 Windstone Drive, Unit 111
0423982012	530 Windstone Drive, Unit 112
0423982013	530 Windstone Drive, Unit 201
0423982014	530 Windstone Drive, Unit 202
0423982015	530 Windstone Drive, Unit 203
0423982016	530 Windstone Drive, Unit 204
0423982017	530 Windstone Drive, Unit 205
0423982018	530 Windstone Drive, Unit 206
0423982019	530 Windstone Drive, Unit 207
0423982020	530 Windstone Drive, Unit 208
0423982021	530 Windstone Drive, Unit 209
0423982022	530 Windstone Drive, Unit 210

0423982023	530 Windstone Drive, Unit 211
0423982024	530 Windstone Drive, Unit 212
0423982025	530 Windstone Drive, Unit 301
0423982026	530 Windstone Drive, Unit 302
0423982027	530 Windstone Drive, Unit 303
0423982028	530 Windstone Drive, Unit 304
0423982029	530 Windstone Drive, Unit 305
0423982030	530 Windstone Drive, Unit 306
0423982031	530 Windstone Drive, Unit 307
0423982032	530 Windstone Drive, Unit 308
0423982033	530 Windstone Drive, Unit 309
0423982034	530 Windstone Drive, Unit 310
0423982035	530 Windstone Drive, Unit 311
0423982036	530 Windstone Drive, Unit 312
0423982037	520 Windstone Drive, Unit 101
0423982038	520 Windstone Drive, Unit 102
0423982039	520 Windstone Drive, Unit 103
0423982040	520 Windstone Drive, Unit 104
0423982041	520 Windstone Drive, Unit 105
0423982042	520 Windstone Drive, Unit 106
0423982043	520 Windstone Drive, Unit 107
0423982044	520 Windstone Drive, Unit 108
0423982045	520 Windstone Drive, Unit 109
0423982046	520 Windstone Drive, Unit 110
0423982047	520 Windstone Drive, Unit 111

0423982048	520 Windstone Drive, Unit 112
0423982049	520 Windstone Drive, Unit 201
0423982050	520 Windstone Drive, Unit 202
0423982051	520 Windstone Drive, Unit 203
0423982052	520 Windstone Drive, Unit 204
0423982053	520 Windstone Drive, Unit 205
0423982054	520 Windstone Drive, Unit 206
0423982055	520 Windstone Drive, Unit 207
0423982056	520 Windstone Drive, Unit 208
0423982057	520 Windstone Drive, Unit 209
0423982058	520 Windstone Drive, Unit 210
0423982059	520 Windstone Drive, Unit 211
0423982060	520 Windstone Drive, Unit 212
0423982061	520 Windstone Drive, Unit 301
0423982062	520 Windstone Drive, Unit 302
0423982063	520 Windstone Drive, Unit 303
0423982064	520 Windstone Drive, Unit 304
0423982065	520 Windstone Drive, Unit 305
0423982066	520 Windstone Drive, Unit 306
0423982067	520 Windstone Drive, Unit 307
0423982068	520 Windstone Drive, Unit 308
0423982069	520 Windstone Drive, Unit 309
0423982070	520 Windstone Drive, Unit 310
0423982071	520 Windstone Drive, Unit 311
0423982072	520 Windstone Drive, Unit 312