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REGISTER'S OFFICE
WAUKESHA COUNTY, WI
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MICHAEL J. HASBLINGER
REGISTER OF DEEDS

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Declaration



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Return to; Brad Dallet
C/o Whyte, Hirschbeck & Dudek
555 E. Wells St.
Milw, WI 53202

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**DECLARATION OF CONDOMINIUM OWNERSHIP OF
WINDSTONE TERRACE CONDOMINIUM**

Hartland, Wisconsin

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**DECLARATION OF CONDOMINIUM OWNERSHIP OF
WINDSTONE TERRACE CONDOMINIUM**

Hartland, Wisconsin

THIS DECLARATION, made this 9th day of June, 2005, by Windstone Development LLC, a Wisconsin limited liability company ("Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes ("Act").

I. STATEMENT OF DECLARATION

The Declarant is the owner of certain real estate located in the Village of Hartland, Waukesha County, Wisconsin, as legally described on the attached Exhibit A ("Land"). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures constructed thereon ("Property"), to the provisions of the Act.

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 Exhibit B attached hereto ("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 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. Upon the first conveyance of each Unit by Declarant, each Unit shall be designated one (1) underground parking stall and one (1) storage locker by Declarant. In addition, upon the first conveyance of each 2-bedroom Unit by Declarant, 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. Declarant shall have the right to designate specific parking stalls and storage lockers to Units, which designation 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 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) Lease of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than one (1) year. 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 in accordance with this Article, the Owner of such Unit shall notify the Association of the tenant's name or names and telephone number. 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 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. Subject to the rights of the Declarant under Article IX, 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 Delcarant, 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. 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.

(ii) 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. 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 or Declarant 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 (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), 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. Declarant shall be responsible for paying the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners from the date the first Unit is sold by Declarant until the date the last Unit is sold by Declarant. In no event shall Declarant's obligation for common expenses exceed the amount that Declarant would have been obligated to pay in assessments had Declarant been deemed an Owner of a Unit subject to the imposition of assessments from the date the first Unit was sold by Declarant. The Declarant shall not be responsible for paying for any expenses after the date of conveyance of the last Unit by the Declarant.

(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 applicable to that year only 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) Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

(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 by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant 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, an additional \$25.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, 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, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

(a) The Association, for the benefit of all Unit Owners, shall insure the Common Elements and the Building against loss or damage by fire and such other hazards as the Association may deem desirable, for the full replacement value of the Common Elements and the Building and a liability policy covering all claims commonly insured against, without prejudice to the right of a Unit Owner to also insure the Unit Owner's Unit for the Unit Owner's own benefit. The premiums for such insurance shall be deemed common expenses. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners. 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 as the Association shall determine, consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. The Association shall not be obligated

to acquire casualty, property or liability insurance coverage or other insurance protection for a Unit Owner's individual Unit.

(b) The proceeds of such insurance shall first be disbursed by the Association or by the trustee on behalf of the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceed unless the Association has determined not to rebuild, or the court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

(c) In the event of a partial or total destruction of the Common Elements, such Common Elements shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

(d) 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.

(e) The Association may maintain, as a common expense, any other insurance coverage or additional protection which the Board may deem necessary or advisable.

IX. DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and 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 holding of open houses and the erecting of signs.

X. 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 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 such registered agent. All Owners shall provide the Secretary or 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 the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally 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.

XI. GENERAL PROVISIONS

(a) Remedies. 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 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.

(b) Assignment. The rights, powers, and obligations of the party named as Declarant may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become Declarant under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

(c) Right of 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.

(d) 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.

(e) 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.

(f) 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. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Any amendment shall be recorded with the Register of Deeds for Waukesha County. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

(g) Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is David Byczek, 1020 Land Place, Milwaukee, Wisconsin 53202. The resident agent may be changed by the Association in any manner permitted by law.

(h) 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.

IN WITNESS WHEREOF, the Declarant, Windstone Development LLC, has executed this Declaration this 9th day of June, 2005.

Windstone Development LLC,
a Wisconsin limited liability company

By: David Byczek
David Byczek, Sole Member

AUTHENTICATION

Signature of David Byczek authenticated
this 9th day of June, 2005.

Bradley I. Dallet
Bradley I. Dallet
Title: Member State Bar of Wisconsin

EXHIBIT A**LEGAL DESCRIPTION****PARCEL I:**

Parcel 1 of Certified Survey Map No. 10018, as recorded in Volume 93 on Pages 271-298 as Document No. 3281234; said parcel being part of Parcel Two (2) of Certified Survey Map No. 8787 as recorded in Volume 78 on Page 117 as Document No. 2469585; said Map being a part of the Southwest Quarter of the Southeast Quarter (SE 1/4 of SW 1/4), Section Thirty-four (34), Township Eight (8) North, Range Eighteen (18) East, in the Village of Hartland, Waukesha County, Wisconsin.

PARCEL II:

Ingress and Egress Easement for the benefit of Parcel I being created by Cross-Easement Agreement between Calvin M. Akin and Thomas A. Wright and Windstone Development LLC dated June 2, 2005 and recorded on June 8, 2005, as Document No. 3283570.

000192 JUL 01 1988

EXHIBIT B

CONDOMINIUM PLAT AND FLOOR PLANS

See attached

000193 JUL 11 15

WINDSTONE TERRACE OF CONDOMINIUM PLAT

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

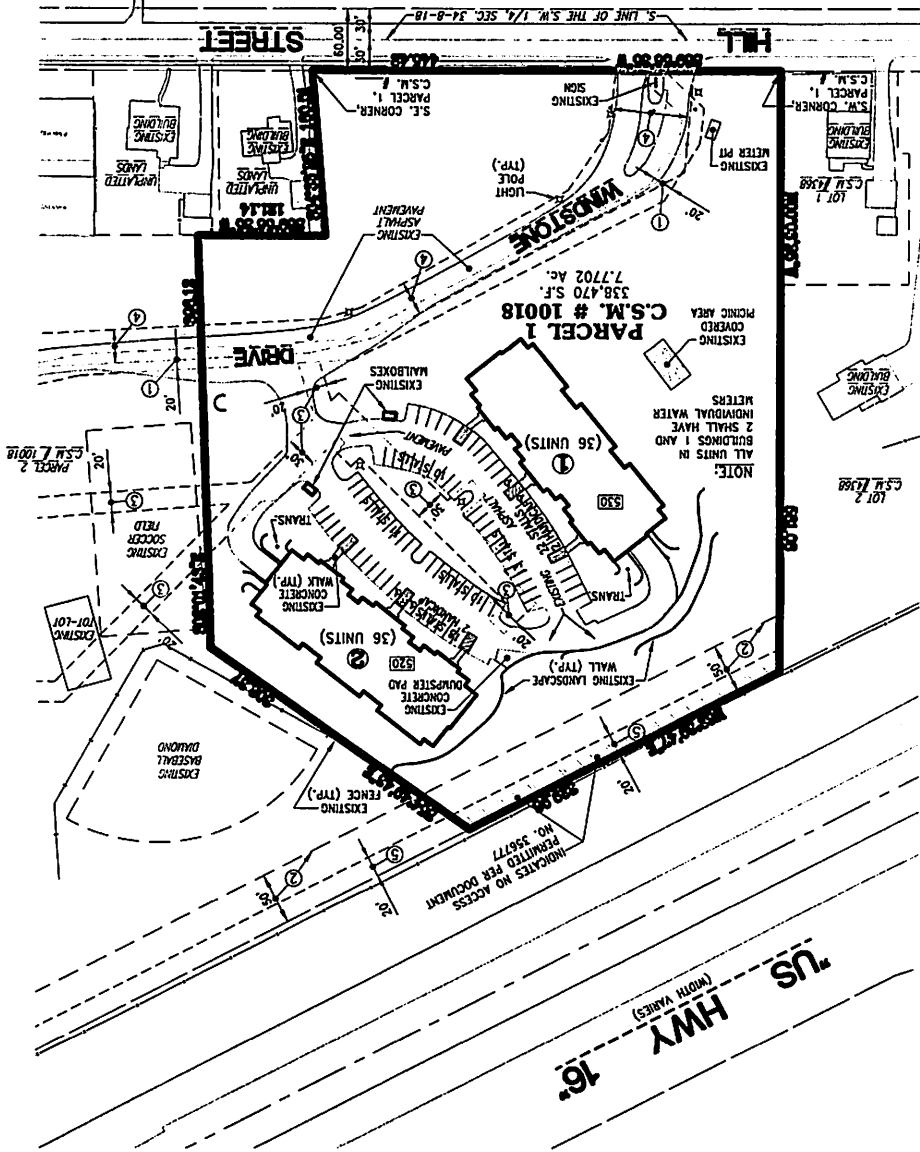
LOSIK ENGINEERING
DESIGN GROUP
3815 N. Brookfield Road Ste. 201
Brookfield, WI 53045
Phone (262) 790-1450
Fax (262) 790-1481
E-mail: ledg@losik.com

DECLARANT:
WINDSTONE DEVELOPMENT LLC



- ① - 30' AND 20' WIDE PRIVATE SANITARY SEWER AND WATERMAIN EASEMENT CREATED IN CERTIFIED SURVEY MAP NO. 0787.
- ② - WOOD HIGHWAY SETBACK LINE CREATED IN CERTIFIED SURVEY MAP NO. 0787.
- ③ - 30' AND 20' WIDE SANITARY SEWER AND WATERMAIN EASEMENT CERTIFIED SURVEY MAP NO. 10018.
- ④ - EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS RECORDED IN REEL 713, IMAGE 421, AS DOCUMENT NO. 1320319.
- ⑤ - 20' WIDE W.E.P.CO. EASEMENT RECORDED IN REEL 108, IMAGE 1078, AS DOCUMENT NO. 903498.

NOTE: THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION AND THE LAND ADJACENT TO WINDSTONE TERRACE WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH TERMS OF THE DECLARATION.



000194 JUL 11 2005

CONDOMINIUM PLAT
OF
WINDSTONE TERRACE
CONDOMINIUM
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION:

Parcel 1 of Certified Survey Map No. 10018, recorded in the Office of the Register of Deeds for Waukesha County in Volume 93 of Certified Survey Maps at Pages 271 through 298 inclusive, as Document No. 3281234, said Map being a redivision of Certified Survey Map No. 8787, being a part of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 34, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin.

LOSİK ENGINEERING
DESIGN GROUP
3815 N. Brookfield Road Ste. 201
Brookfield, WI 53045
Phone: (262) 790-1420
Fax: (262) 790-1481
E-mail: losik@windstone.com



SURVEYOR'S CERTIFICATE:

I, MICHAEL J. LOSİK, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of the Windstone-Terrace Condominium, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

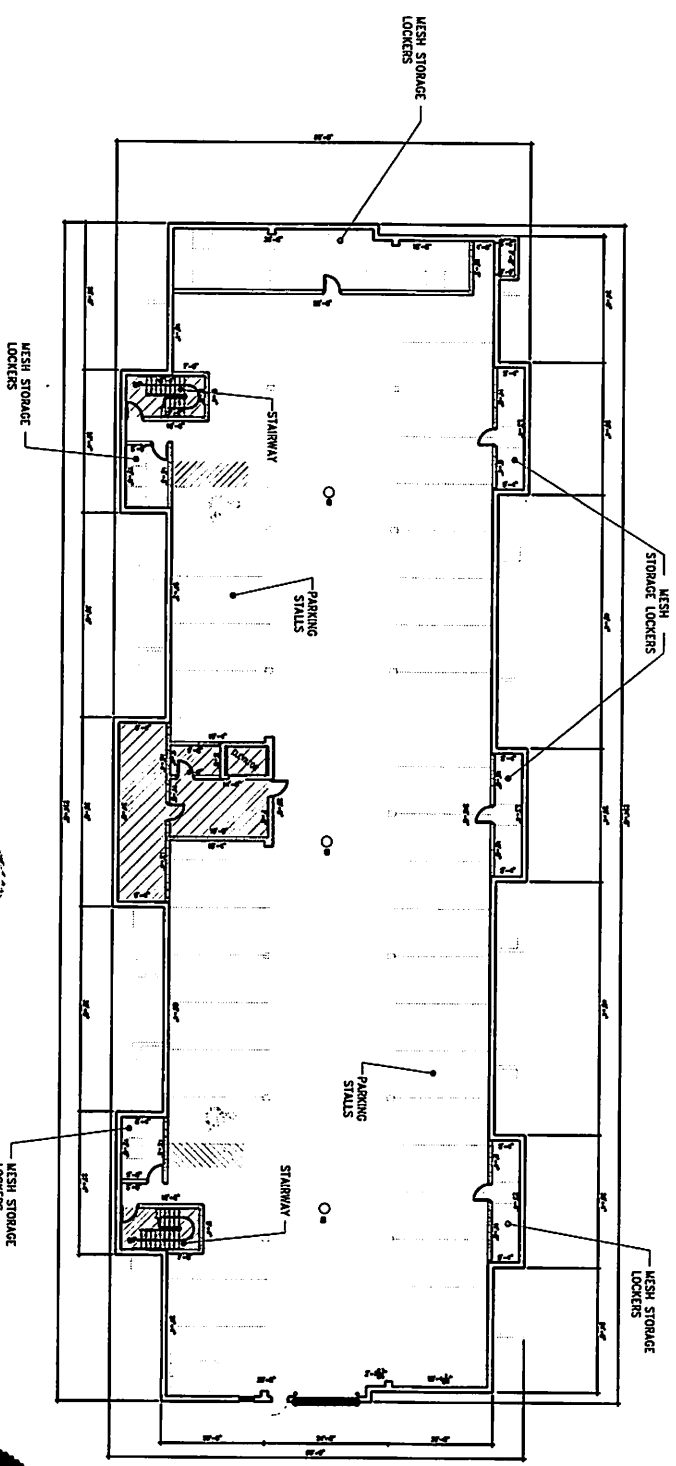
The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 5th day of JULY, 2005.

Michael J. Losik, L.S., P.E.
Registered Land Surveyor S-1065

CONDOMINIUM PLAT
OF
WINDSTONE TERRACE
CONDOMINIUM
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

520 WINDSTONE DRIVE
UNDERGROUND PARKING
STRUCTURE DETAIL SHEET
Scale 1" = 20 ft



NOTE:
ALL PARKING STALLS AND
MESH STORAGE LOCKERS ARE
"LIMITED COMMON ELEMENTS"
 INDICATES COMMON
ELEMENTS

LOSIK ENGINEERING
DESIGN GROUP
3815 N. Brookfield Road Ste. 201
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481
E-mail: losik@landsurveyor.com

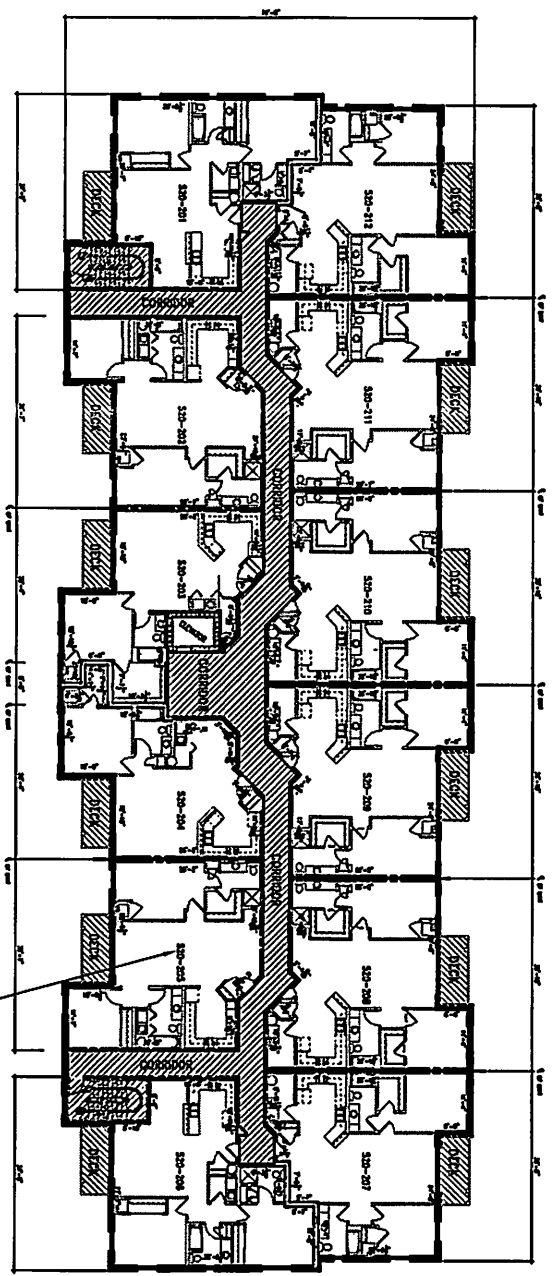


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CONDOMINIUM PLAT
OF
WINDSTONE TERRACE
CONDOMINIUM

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

520 WINDSTONE DRIVE
SECOND FLOOR DETAIL SHEET
Scale 1" = 20 ft



INDICATES LIMITED
COMMON ELEMENTS

INDICATES COMMON
ELEMENTS

LOSIK ENGINEERING
DESIGN GROUP
3815 N. Brookfield Road Ste. 201
Brookfield, WI 53005
Phone: (262) 796-1428
Fax: (262) 796-1429
E-mail: info@losikeng.com

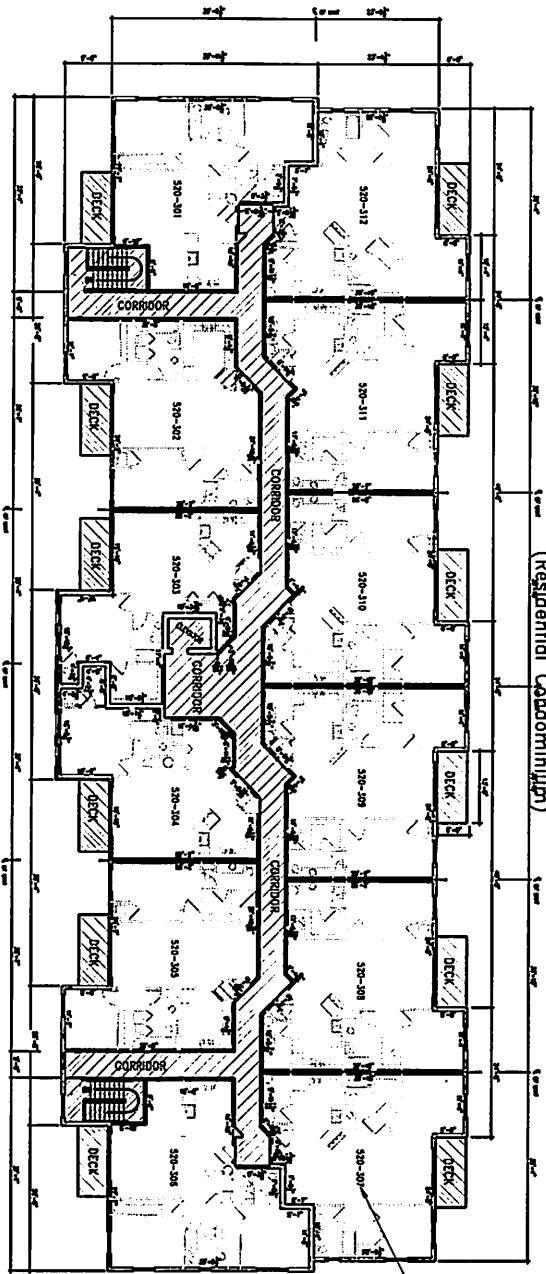


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CONDOMINIUM PLAT
OF
WINDSTONE TERRACE
CONDOMINIUM

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

520 WINDSTONE DRIVE
THIRD FLOOR DETAIL SHEET
Scale 1" = 20 ft



TYPICAL
UNIT
DESIGNATION

- INDICATES LIMITED
COMMON ELEMENTS
- INDICATES COMMON
ELEMENTS

LOSIK ENGINEERING
DESIGN GROUP
3815 N. Brookfield Road Ste. 201
Brookfield, WI 53045
Phone: (262) 780-1420
Fax: (262) 780-1421
E-mail: info@losikeng.com



THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, LTD., BROOKFIELD WISCONSIN)

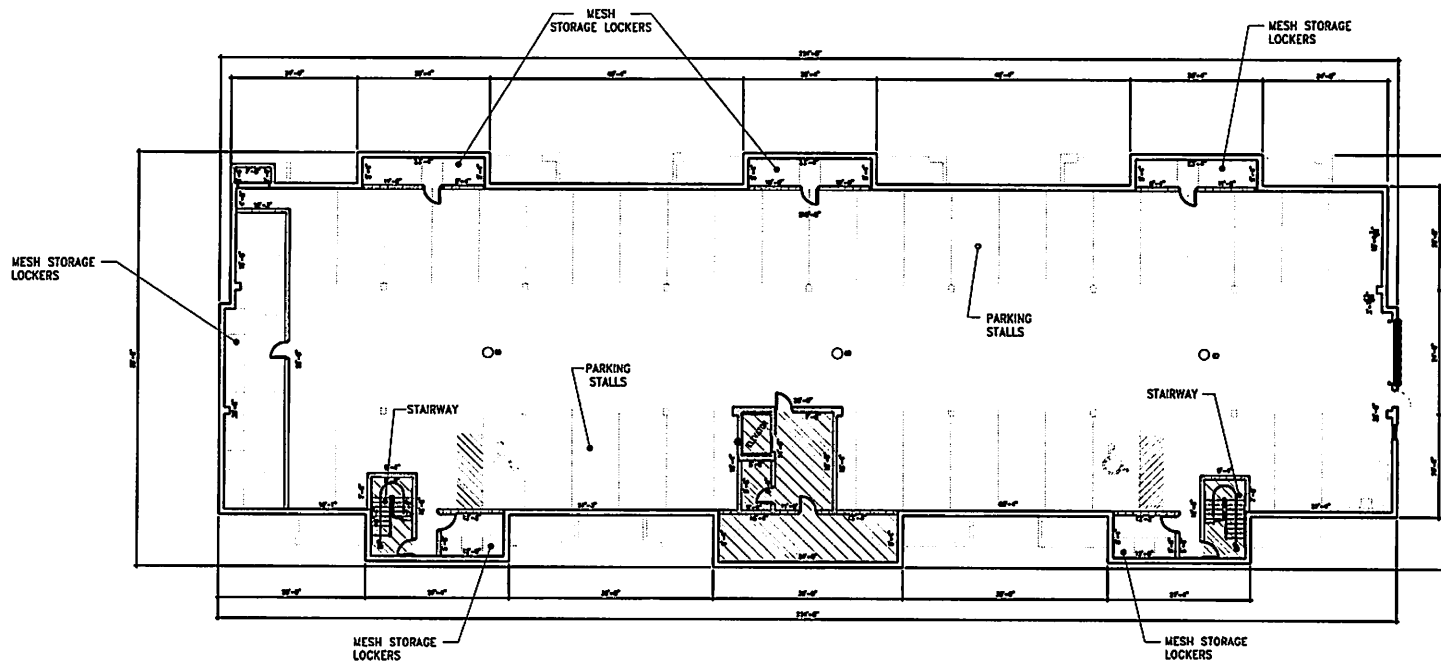
000199 JUNE 1999

CONDOMINIUM PLAT
OF
**WINDSTONE TERRACE
CONDOMINIUM**

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

530 WINDSTONE DRIVE
UNDERGROUND PARKING
STRUCTURE DETAIL SHEET

Scale 1" = 20 ft



NOTE:
ALL PARKING STALLS AND
MESH STORAGE LOCKERS ARE
"LIMITED COMMON ELEMENTS"

INDICATES COMMON
ELEMENTS

LOSIK ENGINEERING
DESIGN GROUP

3815 N. Brookfield Road Ste. 201
Brookfield, WI 53045

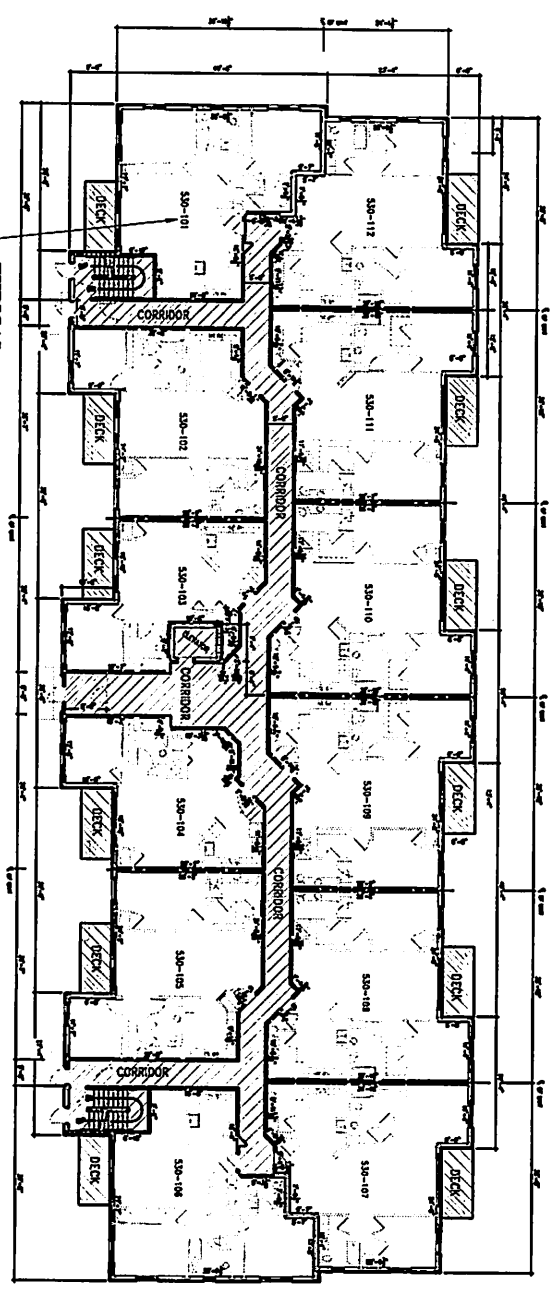
Phone: (262) 790-1420
Fax: (262) 790-1421
E-mail: ledg@btwllr.com



000200 JUL 11 50

CONDOMINIUM PLAT
OF
WINDSTONE TERRACE
CONDOMINIUM
VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

530 WINDSTONE DRIVE
FIRST FLOOR DETAIL SHEET
Scale 1" = 20 ft



INDICATES LIMITED
COMMON ELEMENTS

INDICATES COMMON
ELEMENTS

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (LOSIK ENGINEERING DESIGN GROUP, LTD., BROOKFIELD WISCONSIN)

LOSIK ENGINEERING
DESIGN GROUP
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Fax: (262) 790-1481
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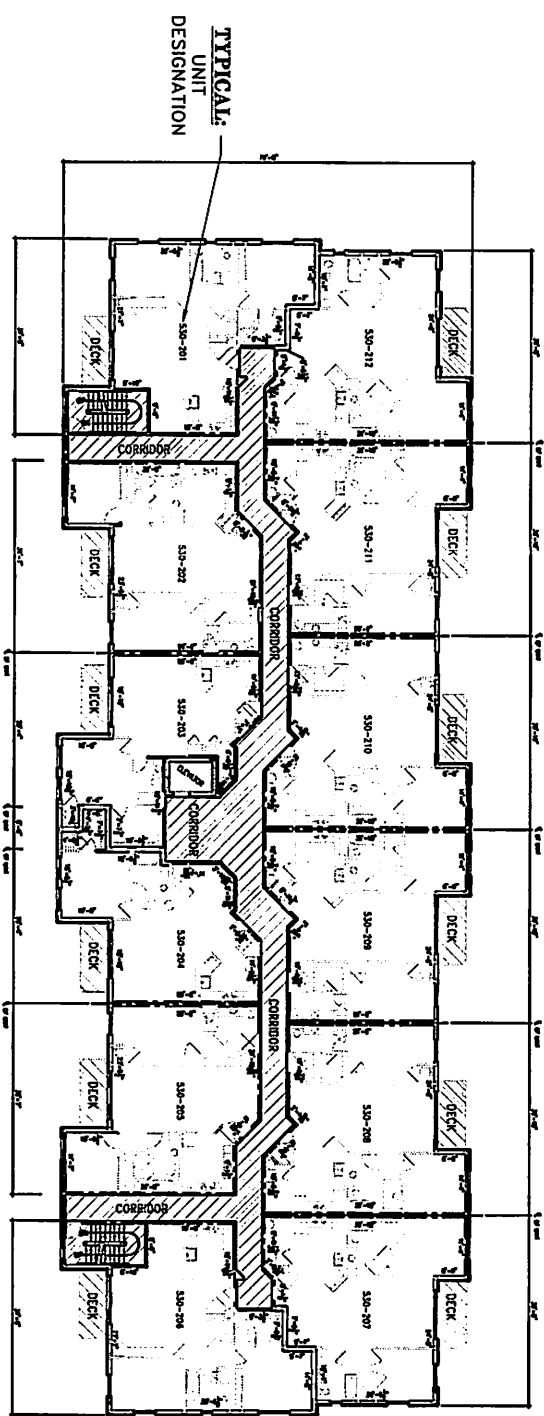


000201 JUL 00 00

CONDOMINIUM PLAT
OF
WINDSTONE TERRACE
CONDOMINIUM

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

530 WINDSTONE DRIVE
SECOND FLOOR DETAIL SHEET
Scale 1" = 20 ft



INDICATES LIMITED
COMMON ELEMENTS

INDICATES COMMON
ELEMENTS

LOSIK ENGINEERING
DESIGN GROUP
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Brookfield, WI 53005
Phone (262) 790-1420
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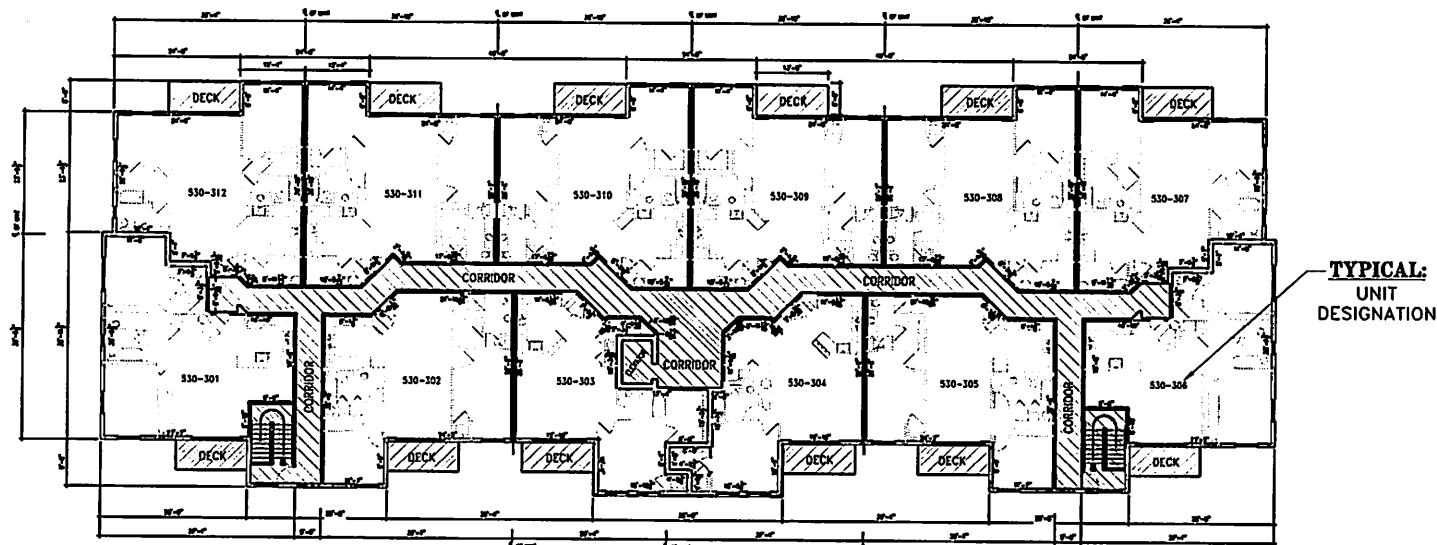


000202 JUL1118

CONDOMINIUM PLAT
OF
**WINDSTONE TERRACE
CONDOMINIUM**

VILLAGE OF HARTLAND
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

530 WINDSTONE DRIVE
THIRD FLOOR DETAIL SHEET
Scale 1" = 20 ft



INDICATES LIMITED
COMMON ELEMENTS

INDICATES COMMON
ELEMENTS

LOSIK ENGINEERING
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EXHIBIT B**CONDOMINIUM PLAT AND FLOOR PLANS****[See attached plat and floor plans]**

<u>Building</u>	<u>Floor</u>	<u>Unit</u>
520 Windstone Drive	1	520-101 through 520-112
	2	520-201 through 520-212
	3	520-301 through 520-312
530 Windstone Drive	1	530-101 through 530-112
	2	530-201 through 530-212
	3	530-301 through 530-312

EXHIBIT C

CONSENT OF MORTGAGE HOLDER

The undersigned, AMCORE Bank, N.A., being the holder of a mortgage on the real estate being subjected to the condominium form of ownership hereunder, hereby consents to the terms and provisions of the above Declaration of Condominium Ownership of Windstone Terrace Condominium. *Yes*

Dated as of the 9th day of June, 2005.

AMCORE Bank, N.A.

By: *[Signature]*

Subscribed and sworn to before me this 2
day of June, 2005.
JIMMY L. BEAUREGARD
Notary Public
State of Wisconsin

[Signature]
Notary Public State of Wisconsin

My commission Expires: July 29, 2007

CONSENT OF MORTGAGE HOLDER

The undersigned, Interim Funding, L.L.C., being the holder of a mortgage on the real estate being subjected to the condominium form of ownership hereunder, hereby consents to the terms and provisions of the above Declaration of Condominium Ownership of Windstone Terrace Condominium.

Dated as of the 9th day of June, 2005.

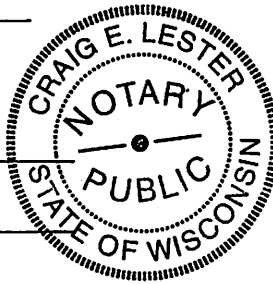
Interim Funding, L.L.C.

By: 
Subscribed and sworn to before me this _____
day of June, 2005.


CRAIG E. LESTER

Notary Public State of Wisconsin

My commission Expires: 3/4/07



000206 JUL 01 12

This instrument was drafted by and should be returned to:
Brad Dallet
Whyte Hirschboeck Dudek S.C.
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

**DECLARATION OF
CONDOMINIUM
OWNERSHIP OF
WINDSTONE TERRACE
CONDOMINIUM**

Parcel I.D. No: **HAV 0424-996-016**
