DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE I

This Declaration is made and entered into by J. J. DEVELOPMENT CO., a limited partnership, hereinafter called Developer, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer intends to improve such real property by constructing thereon, in stages, 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills".

WHEREAS, as the first stage of development, Developer is constructing 40 dwelling units in three buildings on that portion of the real property described above owned in fee by owner and which is described hereafter;

WHEREAS, Developer intends to construct a swimming pool and recreation building in a subsequent stage;

NOW, THEREFORE, for the purpose of the first stage of development, as the fee owner of the following described real property, to-wit:

That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, more particularly described as follows:

That part of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty one (21) East, in the City of Milwaukee, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.27 feet to a point; thence South 00° 25' 30" East and parallel to the East line of the West 1/2 of said 1/4 Section 75.00 feet to the point of beginning of the land to be described; running thence South 89° 26' 08" West on a line which lies 75.00 feet Southerly of and parallel to the North line of said 1/4 Section 460.11 feet to a point; thence South 00° 35' 06" East and parallel to the West line of said 1/4 Section 214.63 feet to a point; thence 89° 26' 08" East 132.97 feet to a point; thence North 00° 35' 30" West 67.55 feet to a point; thence North 89° 26' 08" East 80.00 feet to a point; thence South 32° 13' 10" East 189.00 feet to a point; thence North 89° 26' 08" East 148.00 feet to a point which is 45.00 feet Westerly of the East line of the West 1/2 of said 1/4 Section; thence North 00° 35' 30" West and parallel to the East line of the West 1/2 of said 1/4 Section 308.00 feet to the point of beginning. Containing 2.4958 acres of land more or less.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following easements, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISION OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Forty (40) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 40 units located in three multi-family buildings on or to be constructed on said property and a patio (for units at ground level) or balcony (for units above ground level) and a separate storage locker and electric water heater situated in the basement of the five-family unit of the building of which a particular unit is a part and an inside automobile parking stall in a separate or attached garage building. The boundaries of each of the 40 units within the three (three) family buildings (not referring, however, to the storage lockers or water heaters) are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Units.
(b) The horizontal boundaries shall be: (i) lower boundary – the plane or planes of the surface of the base floors and (ii) upper boundary – the plane or planes of the interior undecorated ceiling.

2. A free hold estate in the "general common areas and facilities" as distinguished from "unit common areas" on the property; such term "general common areas and facilities" including the land, the footings, the foundations, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

3. A free hold estate in the "unit common areas and facilities". Such term "unit common areas and facilities" includes the entrance foyers and kitchen, hallways, basement (except for water heaters and storage lockers) and basement laundries. Such "unit common areas and facilities" are reserved for the exclusive use of the Owners of the Units in a particular building bearing the same address to which they are appurtenant.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities and an undivided interest in the unit common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The forty (40) separate units hereby established for separate conveyance are grouped in combinations of five (5) units of various models in the three (3) buildings as follows:

Building No. 1	Building No. 2	Building No. 3
Linden	Maple	Tamarack
8745 North 72nd St.	8751 North 72nd St.	8757 North 72nd St.
Unit 8745-1	Unit 8751-1	Unit 8757-1
Unit 8745-2	Unit 8751-2	Unit 8757-2
Unit 8745-3	Unit 8751-3	Unit 8757-3
Unit 8745-4	Unit 8751-4	Unit 8757-4
Unit 8745-5	Unit 8751-5	Unit 8757-5
8747 North 72nd St.	8753 North 72nd St.	8759 North 72nd St.
Unit 8747-1	Unit 8753-1	Unit 8759-1
Unit 8747-2	Unit 8753-2	Unit 8759-2
Unit 8747-3	Unit 8753-3	Unit 8759-3
Unit 8747-4	Unit 8753-4	Unit 8759-4
Unit 8747-5	Unit 8753-5	Unit 8759-5
8749 North 72nd St.	8755 North 72nd St.	
Unit 8749-1	Unit 8755-1	
Unit 8749-2	Unit 8755-2	
Unit 8749-3	Unit 8755-3	
Unit 8749-4	Unit 8755-4	
Unit 8749-5	Unit 8755-5	

The liable parking stall appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibits A, B, C and D attached hereto and made part hereof.

Each of the three multi-family Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each combination of five Units has an entrance lobby, hallways and basement. Each Unit has an inside parking stall, a storage locker in the basement, an electric water heater in the basement, an electrical heating system, and an intercommunication control panel and speaker.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the unit common areas to each Unit shall be 1/5 and the fraction of the undivided interest in the general common areas shall be 1/40 for so long as only the first stage has been constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those relative to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocation of common profits and expenses that is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate automatically with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in the Articles of Incorporation, and in the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or fixtures within or appertaining to the Unit, including but not limited to, all utility lines and installations, air conditioners, electric heaters, inter-communication system, operating panel, water heater, furnace, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the electric water heater and inside garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio or balcony, as the case may be, the basement storage locker, and the inside garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common and owned by the City of Milwaukee and all of the general and limited common areas and the facilities exterior to said buildings, including the recreation and tot lots and including the swimming pool and recreation building, but not the above-mentioned electric water heaters, basement storage lockers and inside garage stalls appurtenant to a particular Unit, the windows, entrance doors and balconies, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exterior is repainted.

3. An Owner of a Unit shall make no changes within his Unit which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios or balconies, nor shall uncovered grills be used or stored on patios or balconies. Patios and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the cost of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such portion of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No Owner of a Unit in the buildings designated as Maple and Tamarack shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children then of the age of less than fourteen (14) years of age nor more than two (2) children of any age.

3. No Owner of a Unit in the building designated as Linden shall convey thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children of less than eight (8) years of age nor more than two (2) children of any age.

4. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in Units 1 through 5 at 8745 North 92nd Street in Building No. 1, designated as Linden. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner and shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet.

5. No Owner shall erect or permit the general or any common area to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and entries, halls, stairways, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and the aspects, and children shall be restrained from playing or loitering in halls, stairways and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles or boat vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

6. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or produce which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, trash, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only as designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

7. No antennae for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

8. The laundries provided in the basements of the buildings shall be used only between the hours of 8:00 A.M. and 5:00 P.M. Clothes shall not be dyed in washing machines and wash shall be removed from the machines immediately after washing and drying. The laundries shall be left in a clean and orderly condition after use.

9. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

10. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

11. An Owner of a Unit, other than the Developer hereof or the Developer's successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefor, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. Every period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

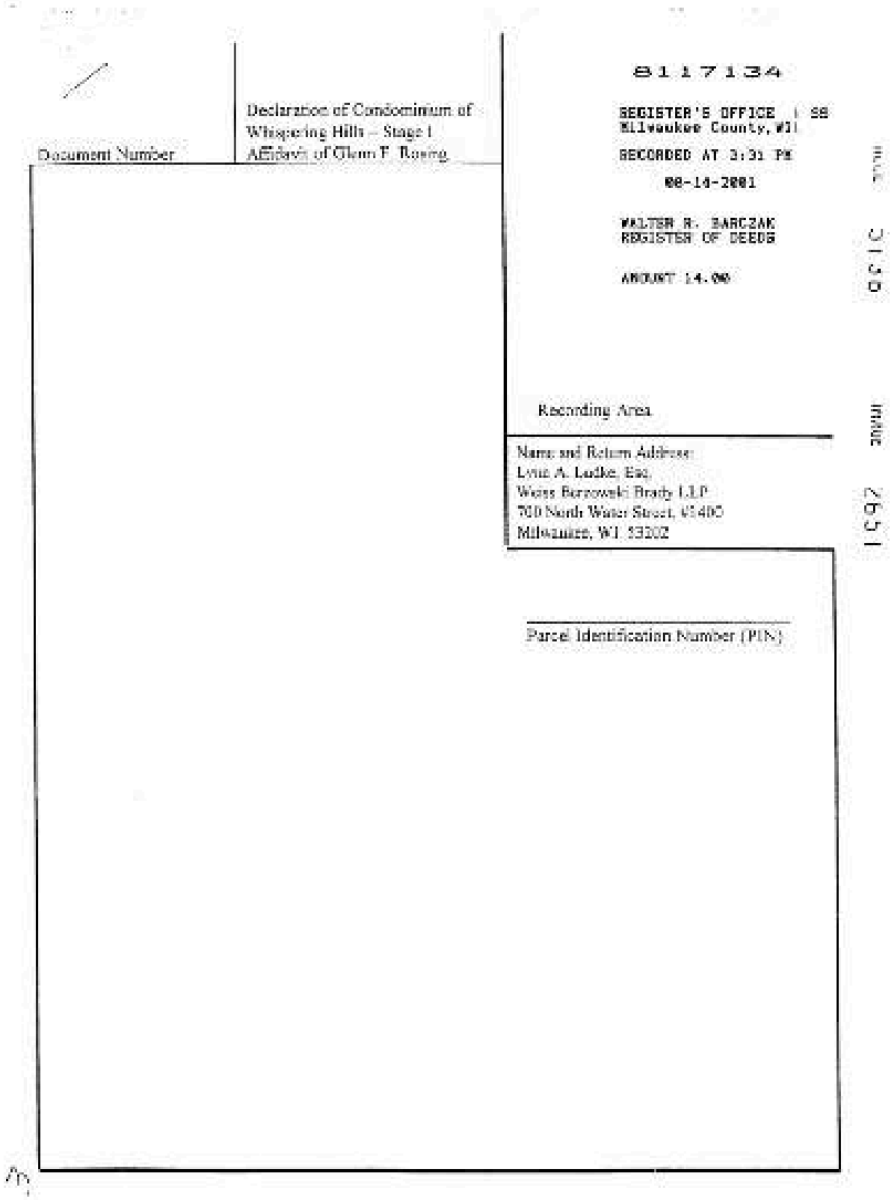
Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.16, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be



8117134

REGISTER'S OFFICE) SS
Milwaukee County, WI
RECORDED AT 3:31 PM
08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Document Number

Declaration of Condominium of
Whispering Hills – Stage I
Affidavit of Glenn F. Rosing

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

3136 page 2651

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE 1

AFFIDAVIT OF GLENN F. ROSING

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, depuses and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage 1, dated October 25, 1972, and as amended to date, (the "Declaration") covers the following described property

That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (¼) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, more particularly described as follows: That part of the North West One-quarter (¼) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 feet to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 75.00 feet to the point of beginning of the land to be described; running thence South 90° 26' 08" West on a line which lies 75.00 feet Southerly of and parallel to the North line of said ¼ Section 460.11 feet to a point; thence South 00° 36' 06" East and parallel to the West line of said ¼ Section 214.67 feet to a point; thence 89° 26' 08" East 132.97 feet to a point, thence North 00° 35' 36" West 67.55 feet to a point; thence North 89° 26' 08" East 80.00 feet to a point; thence South 32° 13' 16" East 189.00 feet to a point; thence North 89° 26' 08" East 148.00 feet to a point which is 45.00 feet Westerly of the East line of the West ½ of said ¼ Section; thence North 00° 35' 36" West and parallel to the East line of the West ½ of said ¼

Section 308.00 feet to the point of beginning. Containing 2.4898 acres of land more or less.

4. Article VIII Section 2 of the Declaration prohibits owners of the units in the buildings designated as Maple and Tamarack from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes a child or children under the age of 14 years or two or more than two children of any age.

5. Article VIII Section 3 of the Declaration prohibits owners of the units in the building designated as Linden from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes a child or children under the age of 8 years or two or more than two children of any age.

6. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 and Article VIII Section 3 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable.

7. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 and Article VIII Section 3 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

REEL 5139 IMAGE 2653

Dated 7/30/01

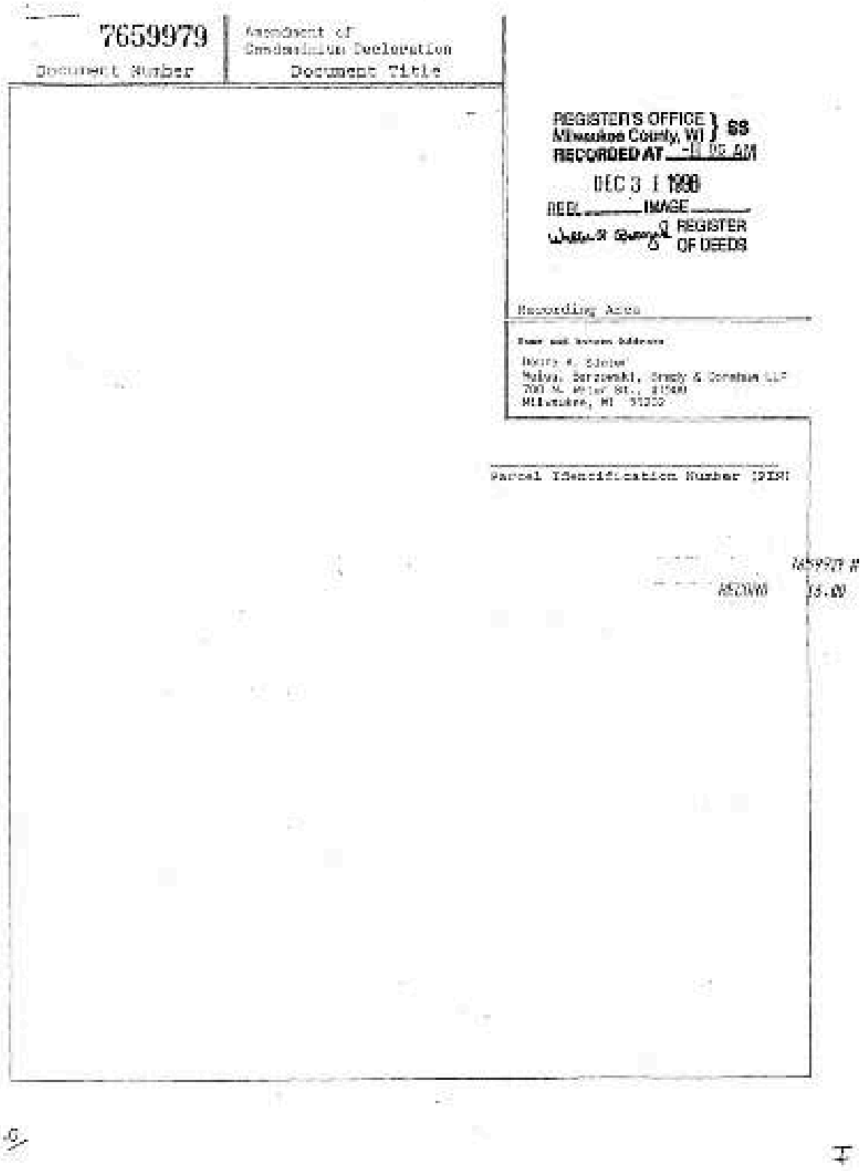
Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A. Weiss
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE



7659979
Document Number

Amendment of Condominium Declaration
Document Title

REGISTER'S OFFICE
Milwaukee County, WI } ss
RECORDED AT 11 02 AM

DEC 3 1 1998

REEL _____ IMAGE _____

REGISTER OF DEEDS

Recording Area

Name and Return Address

Boris A. Sirota
Foley, Sarzenski, Grady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659979 A
$13.00

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 21st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lori A. Green
Notary public, State of Wisconsin.
My commission expires 8/6/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

1

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE II

This Declaration is made and entered into by J. J. DEVELOPMENT CO., a limited partnership, hereinafter called Developer, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

> Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer intends to improve such property by the construction thereon, in stages, of 260 separate dwelling units in 16 buildings, the entire development to be known as Whispering Hills, is completing, as a first stage, the construction of 40 dwelling units in three buildings and is now about to undertake, as a second stage, the construction of 55 dwelling units in three buildings and a swimming pool and recreation building.

NOW, THEREFORE, for the purpose of providing the site for the second stage of development of Whispering Hills, Developer, as the fee owner, by this Declaration, submits the following described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin:

> That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the city of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.33 feet to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 383.00 feet to a point; thence South 89° 26' 08" West and parallel to the North line of said 1/4 Section 226.39 feet to the point of beginning of the land to be described; thence continuing South 89° 26' 08" West 21.65 feet to a point; thence North 32° 13' 16" West 189.00 feet to a point; thence South 89° 26' 08" West 80.00 feet to a point; thence South 00° 35' 36" East 67.55 feet to a point; thence South 89° 26' 08" West 132.97 feet to a point; thence South 00° 36' 06" East 40.33 feet to a point; thence South 89° 26' 08" West 150.00 feet to a point; thence South 00° 36' 06" East 210.00 feet to a point; thence North 89° 26' 08" East 153.00 feet to a point; thence South 00° 35' 36" East 27.30 feet to a point; thence South 89° 26' 08" East 148.00 feet to a point; thence South 00° 35' 36" East 196.70 feet to a point; thence North 89° 26' 08" East 130.00 feet to a point; thence North 00° 35' 36" West 226.31 feet to a point; thence North 18° 13' 12" East 161.39 feet to the point of beginning. The above described parcel of land contains 1.354 acres of land, more or less.

and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the hereinabove above described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the said immediately above described real property and improvements, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

ARTICLE I

DIVISION OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Fifty-five (55) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 55 units located in three multi-family buildings (one building with 30 units; one building with 15 units and one building with 10 units) on or to be constructed on said property, and a portion (for units at ground level) or balcony (for units above ground level); a separate storage locker in the basement of the building of which the particular unit is a part; in the case of the building's containing 10 and 15 units respectively, a water heater situated in the basement; and an inside connectible parking stall, in the case of the building's containing 10 and 15 units, in a separate or attached garage building and, in the case of the building containing 30 units, in the basement. The boundaries of each of the 55 units within the three multi-family buildings (not referring, however, to the storage lockers or the water heaters for the units in the building with 10 and 15 units) are:

   (a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Units.
   (b) The horizontal boundaries shall be: (i) lower boundary – the plane or planes of the surface of the base floors and (ii) upper boundary – the plane or planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities" as distinguished from "unit common areas" on the property; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

3. A free hold estate in the "unit common areas and facilities". Such term "unit common areas and facilities" includes the entrance foyers and lobbies, hallways, stair cases, elevator, basement (except for water heaters and storage lockers) and basement laundries in the buildings with 10 and 15 units. Such "unit common areas and facilities" are reserved for the exclusive use of the Owners of the Units in a particular building bearing the same address to which they are appurtenant.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities and an undivided interest in the unit common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The fifty-five (55) separate units hereby established for separate conveyance consist of one building with ten units, one building with fifteen units, and thirty units in a three-story building as follows:

Building No. 4	Building No. 5		Building No. 6
Cedar	Hickory		Bittersweet
8743 North 72nd St.	8735 North 72nd St.		8729 North 72nd St.
Unit 8743-1	Unit 8735-101	Unit 8735-206	Unit 8729-1
Unit 8743-2	Unit 8735-102	Unit 8735-207	Unit 8729-2
Unit 8743-3	Unit 8735-103	Unit 8735-208	Unit 8729-3
Unit 8743-4	Unit 8735-104	Unit 8735-209	Unit 8729-4
Unit 8743-5	Unit 8735-105	Unit 8735-210	Unit 8729-5
8741 North 72nd St.	Unit 8735-106	Unit 8735-301	8727 North 72nd St.
Unit 8741-1	Unit 8735-107	Unit 8735-302	Unit 8727-1
Unit 8741-2	Unit 8735-108	Unit 8735-303	Unit 8727-2
Unit 8741-3	Unit 8735-109	Unit 8735-304	Unit 8727-3
Unit 8741-4	Unit 8735-110	Unit 8735-305	Unit 8727-4
Unit 8741-5	Unit 8735-201	Unit 8735-306	Unit 8727-5
	Unit 8735-202	Unit 8735-307	8725 North 72nd St.
	Unit 8735-203	Unit 8735-308	Unit 8725-1
	Unit 8735-204	Unit 8735-309	Unit 8725-2
	Unit 8735-205	Unit 8735-310	Unit 8725-3
			Unit 8725-4
			Unit 8725-5

The inside parking stall appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibits A, B, C and D attached hereto and made part hereof.

Each of the buildings containing 10 and 15 units respectively (Cedar – 8741-8743 North 72nd St. and Bittersweet – 8725-8727-8729 North 72nd St.) is two stories in height and is principally of wood frame construction with exterior walls of brick veneer and wood. In these buildings, each combination of five units has an entrance lobby, hallways and basement. Each unit has an inside parking stall, a storage locker in the basement, an electric water heater in the basement, and electrical system and an intercommunication control panel. The building containing 30 units (Hickory – 8735 North 72nd St.) is three stories in height and of masonry construction. The building has an elevator and two staircases, an entrance lobby and hallways on all floors. The basement contains underground automobile parking and a room for locker storage. The heating is electrical, and the building is provided with closed circuit television for security and an intercommunication system and control panel.

ARTICLE IV

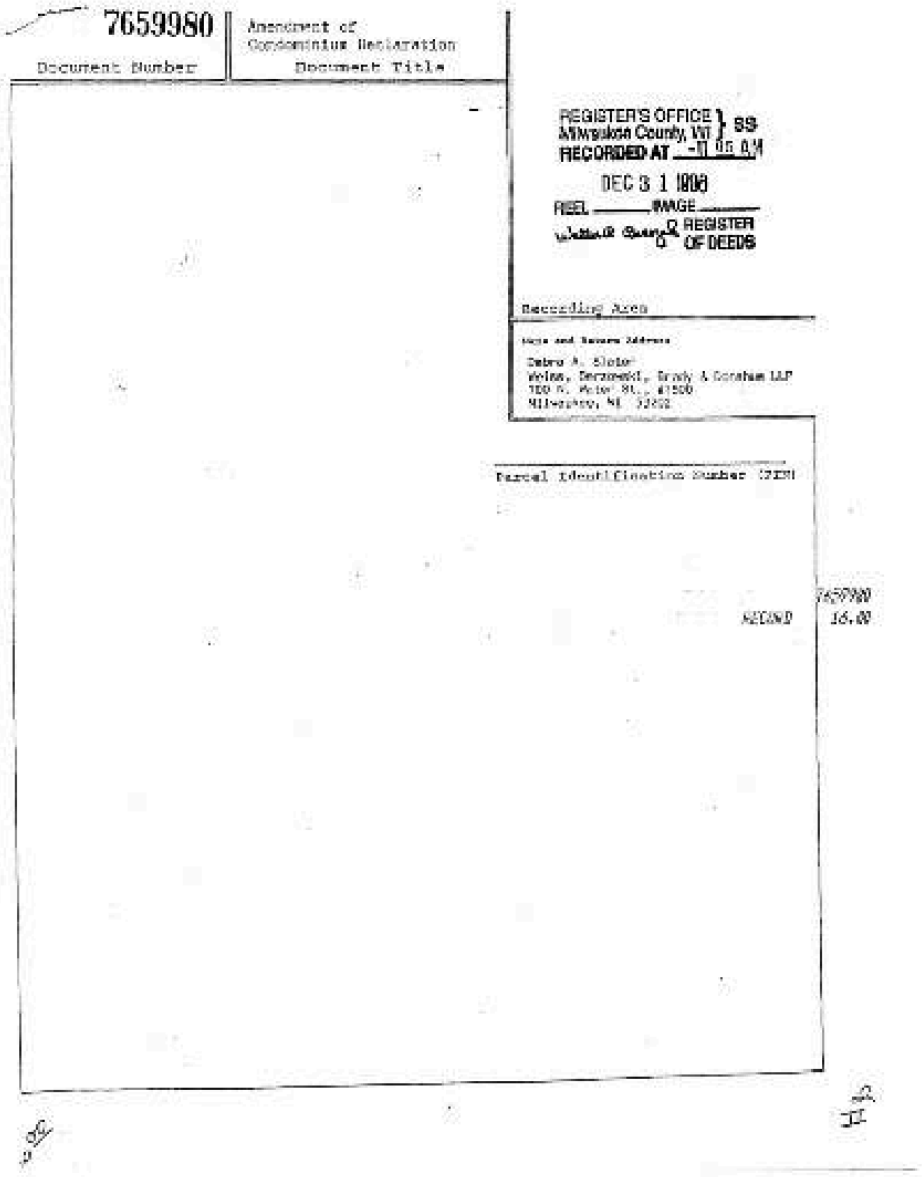
DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the unit common areas to each unit shall be 1/5 except for the units in the 30-unit building (Hickory – 8735 North 72nd St.) and for the units in the 30-unit building it shall be 1/10. The fraction of the undivided interest in the general common areas shall be 1/55 upon completion of the second stage. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits (profits exceeding receipts) and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially complete and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wyoming Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in the Articles of Incorporation, and in the By-Laws.



7659980
Document Number

Amendment of Condominium Declaration
Document Title

REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT 11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
100 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659980
RECORD 16.00

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE II

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage II, covering the following described property:

That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (¼) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the city of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1268.37 feet to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 383.00 feet to a point; thence South 89° 26' 08" West and parallel to the North line of said ¼ Section 126.35 feet to the point of beginning of the land to be described; thence continuing South 89° 26' 08" West 21.65 feet to a point; thence North 32° 13' 16" West 189.00 feet to a point; thence South 89° 26' 08" West 80.00 feet to a point; thence South 00° 35' 36" East 67.55 feet to a point; thence South 89° 26' 08" West 112.97 feet to a point; thence South 00° 36' 06" East 40.33 feet to a point; thence South 89° 26' 08" West 150.00 feet to a point; thence South 00° 36' 06" East 210.00 feet to a point; thence North 89° 26' 08" East 153.00 feet to a point; thence South 00° 35' 36" East 27.30 feet to a point; thence North 89° 26' 08" East 148.00 feet to a point; thence South 00° 35' 36" East 196.70 feet to a point; thence North 89° 26' 08" East 130.00 feet to a point; thence North 00° 35' 36" West 226.11 feet to a point; thence North 18° 13' 12" East 163.39 feet to the point of beginning. The above described parcel of land contains 3.334 acres of land, more or less.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 21st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lori M Shaw
Notary public, State of Wisconsin
My commission expires 8/6/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

https://met.flexmls.com/cgi-bin/mainmenu.cgi?cmd=url+reports/documents/viewchecked.html&pv=false&list_tech_id=x%27202505291413203285360000000%27… 15/30

8

(Document Number)

Affidavit of Resolution
Title of Document

This Restriction of Whispering Hills Condominium - Stage II was enacted by Resolution of the Board of Directors.

The legal description is:
Unit 8743-1 North 72nd Street in building 4, unit 8743-2 North 72nd Street in building 4, unit 8743-3 North 72nd Street in building 4, unit 8743-4 North 72nd Street in building 4, unit 8743-5 North 72nd Street in building 4, unit 8741-1 North 72nd Street in building 4, unit 8741-2 North 72nd Street in building 4, unit 8741-3 North 72nd Street in building 4, unit 8741-4 North 72nd Street in building 4, unit 8741-5 North 72nd Street in building 4, unit 8739-101 North 72nd Street in building 5, unit 8735-102 North 72nd Street in building 5, unit 8735-103 North 72nd Street in building 5, unit 8735-104 North 72nd Street in building 5, unit 8735-105 North 72nd Street in building 5, unit 8735-106 North 72nd Street in building 5, unit 8735-107 North 72nd Street in building 5, unit 8735-108 North 72nd Street in building 5, unit 8735-109 North 72nd Street in building 5, unit 8739-110 North 72nd Street in building 5, unit 8739-201 North 72nd Street in building 5, unit 8735-202 North 72nd Street in building 5, unit 8735-203 North 72nd Street in building 5, unit 8735-204 North 72nd Street in building 5, unit 8735-205 North 72nd Street in building 5, unit 8735-206 North 72nd Street in building 5, unit 8735-207 North 72nd Street in building 5, unit 8735-208 North 72nd Street in building 5, unit 8735-209 North 72nd Street in building 5, unit 8735-210 North 72nd Street in building 5, unit 8735-301 North 72nd Street in building 5, unit 8735-302 North 72nd Street in building 5, unit 8735-303 North 72nd Street in building 5, unit 8735-304 North 72nd Street in building 5, unit 8735-305 North 72nd Street in building 5, unit 8735-306 North 72nd Street in building 5, unit 8735-307 North 72nd Street in building 5, unit 8735-308 North 72nd Street in building 5, unit 8735-309 North 72nd Street in building 5, unit 8735-310 North 72nd Street in building 5, unit 8729-1 North 72nd Street in building 6, unit 8729-2 North 72nd Street in building 6, unit 8729-3 North 72nd Street in building 6, unit 8729-4 North 72nd Street in building 6, unit 8729-5 North 72nd Street in building 6, unit 8727-1 North 72nd Street in building 6, unit 8727-2 North 72nd Street in building 6, unit 8727-3 North 72nd Street in building 6, unit 8727-4 North 72nd Street in building 6, unit 8727-5 North 72nd Street in building 6, unit 8725-1 North 72nd Street in building 6, unit 8725-2 North 72nd Street in building 6, unit 8725-3 North 72nd Street in building 6, unit 8725-4 North 72nd Street in building 6, unit 8725-5 North 72nd Street in building 6, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage II, a condominium document and covering same and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage II, dated April 9, 1973 and recorded on April 27, 1973 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 716 of Records, at Images 846 to 851 as Document No. 6755748, and by a Condominium Plat.

Dated 9-3-08

Suzanne Long
*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: 4-21-2012

DRAFTED BY:
Attorney Jessica L. Boehlt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

D09650310

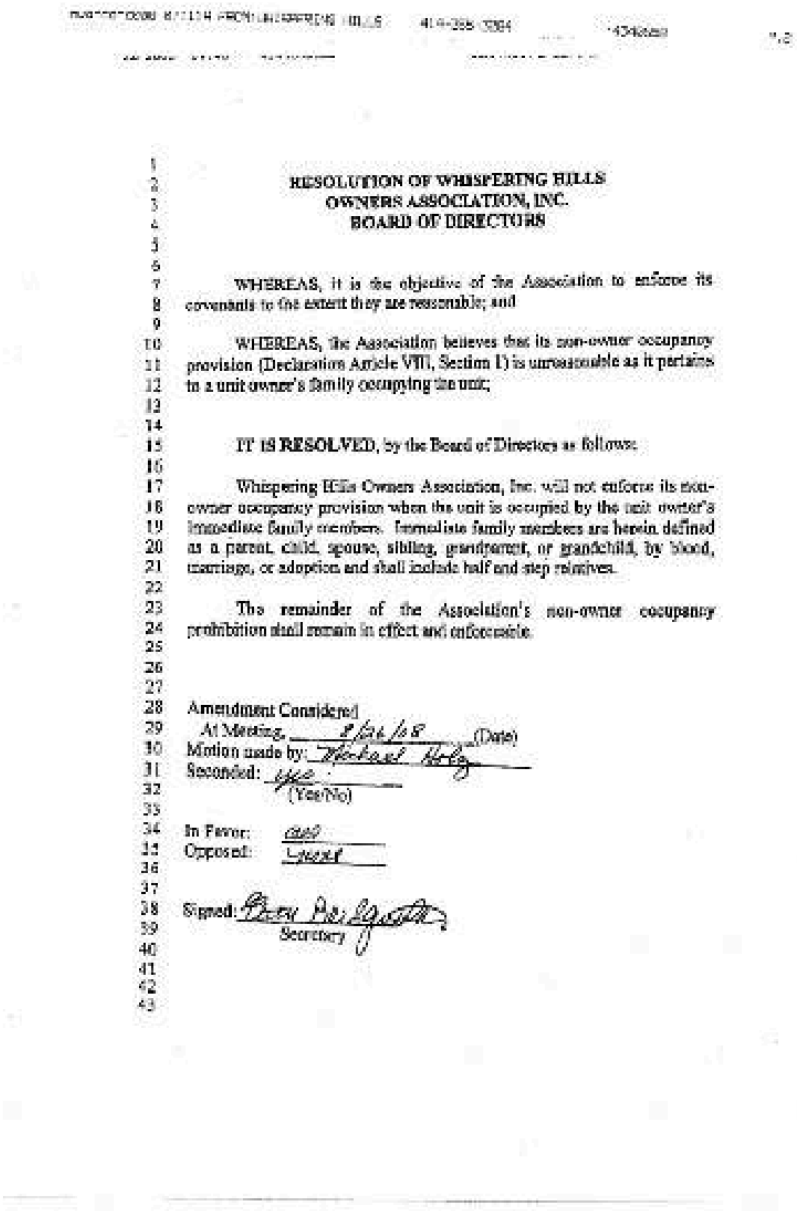
DOC.# 09650310

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED 09/17/2008 08:30AM
JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 2

Recording Area

Name and Return Address
Attorney Jessica L. Boehlt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1613

Parcel Identification Number (PIN)



RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Hall
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: Betty McGlothlin
Secretary

3

Document Number

Affidavit of Resolution
Title of Document

DOC.# 09460643

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED 07/10/2007 01:48PM
JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 15.00

This Resolution of Whispering Hills Condominium - Stage II was enacted by Resolution of the Board of Directors.

The legal description is:
Unit 8743-1 North 72nd Street in building 4, unit 8743-2 North 72nd Street in building 4, unit 8743-3 North 72nd Street in building 4, unit 8743-4 North 72nd Street in building 4, unit 8743-5 North 72nd Street in building 4, unit 8741-1 North 72nd Street in building 4, unit 8741-2 North 72nd Street in building 4, unit 8741-3 North 72nd Street in building 4, unit 8741-4 North 72nd Street in building 4, unit 8741-5 North 72nd Street in building 4, unit 8735-101 North 72nd Street in building 5, unit 8735-102 North 72nd Street in building 5, unit 8735-103 North 72nd Street in building 5, unit 8735-104 North 72nd Street in building 5, unit 8735-105 North 72nd Street in building 5, unit 8735-106 North 72nd Street in building 5, unit 8735-107 North 72nd Street in building 5, unit 8735-108 North 72nd Street in building 5, unit 8735-109 North 72nd Street in building 5, unit 8735-110 North 72nd Street in building 5, unit 8735-201 North 72nd Street in building 5, unit 8735-202 North 72nd Street in building 5, unit 8735-203 North 72nd Street in building 5, unit 8735-204 North 72nd Street in building 5, unit 8735-205 North 72nd Street in building 5, unit 8735-206 North 72nd Street in building 5, unit 8735-207 North 72nd Street in building 5, unit 8735-208 North 72nd Street in building 5, unit 8735-209 North 72nd Street in building 5, unit 8735-210 North 72nd Street in building 5, unit 8735-301 North 72nd Street in building 5, unit 8735-302 North 72nd Street in building 5, unit 8735-303 North 72nd Street in building 5, unit 8735-304 North 72nd Street in building 5, unit 8735-305 North 72nd Street in building 5, unit 8735-306 North 72nd Street in building 5, unit 8735-307 North 72nd Street in building 5, unit 8735-308 North 72nd Street in building 5, unit 8735-309 North 72nd Street in building 5, unit 8735-310 North 72nd Street in building 5, unit 8729-1 North 72nd Street in building 6, unit 8729-2 North 72nd Street in building 6, unit 8729-3 North 72nd Street in building 6, unit 8729-4 North 72nd Street in building 6, unit 8729-5 North 72nd Street in building 6, unit 8727-1 North 72nd Street in building 6, unit 8727-2 North 72nd Street in building 6, unit 8727-3 North 72nd Street in building 6, unit 8727-4 North 72nd Street in building 6, unit 8727-5 North 72nd Street in building 6, unit 8725-1 North 72nd Street in building 6, unit 8725-2 North 72nd Street in building 6, unit 8725-3 North 72nd Street in building 6, unit 8725-4 North 72nd Street in building 6, unit 8725-5 North 72nd Street in building 6, together with an undivided interest in and to the common elements and facilities as set forth in the Declaration of Condominium for Whispering Hills - Stage II, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage II, dated April 9, 1973 and recorded on April 27, 1973 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Real 715 on Records, at images 849 to 891 as Document No. 4755745, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Bocldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated July 10, 2007

Stephanie Loop
*Signature Loop
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Subscribed and sworn before me on July 10, 2007
the above named Stephanie Loop
to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Jessica L. Bocldt
Notary Public, State of Wisconsin
My commission expires: 12 December 09

JESSICA L. BOCLDT NOTARY PUBLIC STATE OF WISCONSIN

DRAFTED BY:
Attorney Jessica L. Bocldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, the Association wishes to comply with all fair housing laws;

WHEREAS, the Association wishes to comply with HUD Handbook 4265.1, Chapter 12, Paragraph 12-5(1), in order to remain on the FHA's approved condominium list for lending to unit owners or prospective unit owners;

WHEREAS, the Declaration of Condominium contains a Right of First Refusal which states as follows:

> An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigned, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within ten (10) day period, the Owner shall have the right continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the

particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act of the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not implement any Right of First Refusal on any unit at the condominium. The above-cited Declaration provision is hereby null and void.

Amendment Considered
At Meeting, June 19, 2007 (Date)
Motion made by: Catherine Ansay
Seconded: Yes
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components of and fixtures within or appertaining to the Unit, including but not limited to, all utility lines and installations, air conditioners, electric heaters, door communication system operating panel, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows;(b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) if a water heater is situated outside of a Unit and if the inside garage stall has an overhead door used only in connection with the particular stall, keep and maintain in good condition and repair and place the electric water heater and inside garage overhead door appurtenant to the particular Unit and (d) keep and maintain in good and orderly condition the patio or balcony, as the case may be, the basement storage locker, and the inside garage stall appurtenant to the particular building.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general and unit common areas and the facilities exterior to said buildings, including the balconies and the patios and including the swimming pool and recreation building, but not the above-mentioned electric water heaters, basement storage lockers and inside garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios or balconies, nor shall grills be used or stored on patios or balconies, unless they are of the type using a cover in place at all times. Patios and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for handling or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or addition prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owner is shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No Owner of a Unit in the buildings designated as Cedar and Hickory shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children over the age of less than fourteen (14) years of age nor more than two (2) children of any age.

3. No Owner of a Unit in the building designated as Butternut, except for units bearing the address 8727-8729 North 72nd Street, shall convey thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes more than two (2) children of any age. For Units in Butternut bearing the address 8725 North 72nd Street, no Owner shall convey thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children under the age of fourteen (14) years, not more than two (2) children of any age.

4. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in 8725-8727-8729 North 72nd Street in Building No. 6 designated as Butternut. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner and shall be walked only in designated open areas and all droppings must be picked up, and disposed of by the person in control of such pet.

5. No Owner shall cause or permit anything to be placed on or remain on any of the common areas so as to impede the passage over and across, or otherwise to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and entries, halls, stairways, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering in halls, stairways and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

6. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused packing materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

7. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clotheslines be placed or maintained on such common areas.

8. The laundries provided in the basements of the building, Cedar and Butternut shall be used only between the hours of 8:00 A.M. and 9:00 P.M. Clothes shall not be dyed in washing machines and wash shall be removed from the machines immediately after washing and drying. The laundries shall be left in a clean and orderly condition after use.

9. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

10. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

11. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefor, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to or less ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundations are destroyed, then the determination as to whether or not to reconstruct or repair shall be

made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.28 Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common areas and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

J. In any event published not later than on January 1, 1987, the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws;

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units in such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes in the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to effectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certificate entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 8755 North 72nd Street, Milwaukee, Wisconsin 53222, as registered agent for Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this 19th day of April, 1983.

J. J. DEVELOPMENT CO.,
a Limited Partnership

by SILENO DEVELOPMENT, INC.,
General Partner

By /s/ Joseph Sileno
President

Signature of Joseph Sileno, President of Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership, authenticated this 19th day of April, 1983.

/s/ Tom E. Hayes

Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz.: Member State Bar

This instrument was drafted by:
Tom E. Hayes, Attorney

DECLARATION OF CONDOMINIUM OF WHISPERING HILLS — STAGE III

This Declaration is made and entered into by J. J. DEVELOPMENT CO., a limited partnership, hereinafter called Developer, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has or is constructing in Stages I and II 40 dwelling units in three buildings and 55 dwelling units in three buildings, respectively, and Stage II also includes a swimming pool and recreation building; and

WHEREAS, as the third stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter;

NOW, THEREFORE, for the purpose of the third stage of development, as the fee owner of the following described real property, to-wit:

That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 383.00 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 228.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence North 00° 35' 36" West 73.98 ft. to a point; thence North 18° 13' 42" East 163.39 ft. to a point; thence North 89° 26' 08" East 126.35 to the point of beginning. The above described parcel of land contains 0.846 acres of land.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 12 units in the single multi-family building on or to be constructed on said property, and an adjacent patio at the rear of each unit and an enclosed stall in one of three separate and detached garage buildings. The boundaries of each of the 12 units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary — the plane of the lower surface of the concrete basement slab; (ii) upper boundary — the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance in one building also designated as Willow are as follows:

8701 North 72nd Street	8709 North 72nd Street	8717 North 72nd Street
8703 North 72nd Street	8711 North 72nd Street	8719 North 72nd Street
8705 North 72nd Street	8713 North 72nd Street	8721 North 72nd Street
8707 North 72nd Street	8715 North 72nd Street	8723 North 72nd Street

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibits A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, gas heating unit, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/10th so long as only the first three stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increases but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, gas heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common are owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the paint and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, gas heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exterior of

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios nor shall unscreened grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise who has a household residence therein which includes a child or children then of the age of less than eight (8) years of age in Units 8711 thru 8723 inclusive nor more than two (2) children of any age. For Units bearing the address of 8701 thru 8709 inclusive, who has a household residence therein which includes a child of any age not more than three (3) children of any age.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in Units 8701-03-05-07-09 North 72nd Street. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner and shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet, the full and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be placed, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clotheslite be placed or maintained on such common areas.

AMENDMENT OF DECLARATION OF CONDOMINIUM OF WHISPERING HILLS - STAGE III

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage III, covering the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 383.00 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 228.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence North 00° 35' 36" West 73.98 ft. to a point; thence North 18° 13' 12" East 163.39 ft. to a point; thence North 89° 26' 08" East 126.35 to the point of beginning. The above described parcel of land contains 0.846 acres of land.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of

waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31st day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____
Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
200 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary public, State of Wisconsin
My commission expires 4/6/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

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AMENDMENT TO DECLARATION OF CONDOMINIUM OF WHISPERING HILLS - STAGE III

Pursuant to the provisions of section 703.09(2), Wis. Stats. and Article XV of the Declaration of Condominium of Whispering Hills - Stage III, recorded on April 30, 1976, as Document No. 4997080, Reel 924, Images 1262-68, inclusive (the "Declaration"), Whispering Hills Owners Association, Inc., a Wisconsin corporation, hereby amends the Declaration as follows:

R E C I T A L S:

A. There are twelve condominium units located within Stage III. Of those twelve, six have pet restrictions and six do not.

B. At the request of the seller of a Stage III unit that is subject to the pet restrictions, at least two-thirds of the unit owners at Stage III have provided the Association with their written consent to amend the Declaration to delete the pet restrictions entirely. This written consent meets the requirements of sec. 703.09(2), Wis. Stats., and Article XV of the Declaration.

C. The consenting unit owners referenced above have also provided the Association with their mortgagees' approval to the amendment as required by sec. 703.09(2), Wis. Stats., and Article XV of the Declaration.

D. All of the requirements of sec. 703.09(2), Wis. Stats., and Article XV of the Declaration that must be met in order to amend the Declaration to delete the pet restriction, have been met.