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WAUKESHA COUNTY, WI
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MICHAEL J. HASSLINGER
REGISTER OF DEEDS

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REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
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TRAN. FEE-STATE:
PAGES: 53

RETURN TO:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

**CONDOMINIUM DECLARATIONS OF
CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
WHISPERING RIDGE CONDOMINIUMS**

pd
115
53

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this 25th day of August, 2005, by Whispering Ridge Group, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

Declarant reserves the right to expand the Condominium by subjecting additional property to the Condominium Declaration. As each additional parcel is subjected to the Declaration, the percentage of ownership in the Common Elements shall be re-allocated by the Declarant. The Declarant shall establish a base selling price for each Unit offered for sale in the Condominium. Comparable Units in all phases will have the same base selling price. All Units' undivided interests in the Common Elements shall be recalculated at each expansion, and each Unit's undivided interest in the Common Elements shall be equal to the proportion of that Unit's base selling price to the total base selling price for all Units subject to the Declaration. This calculation is intended to reflect the price differential among the Units so that the Units with a greater base selling price shall have a fractionally greater percentage ownership in the Common Elements. Variation between the base selling price and the actual sales price, or sales subsequent to the sale by Declarant shall not result in recalculation of the percentage of ownership in the Common Elements. The right to expand the Condominium is reserved by the Declarant for a period not exceeding ten (10) years from the date of recording of this Declaration. If the Declarant adds additional property to the Condominium, the Declarant shall record an amendment to this Declaration showing the new percentage of ownership in the Common Elements and the votes which each Unit Owner may cast in the Condominium as expanded. Upon recording of an amendment to this Declaration each Unit Owner has the percentage of ownership in the Common Elements, liabilities in the common expenses, rights to common surpluses, and shall have the number of votes, set forth in the amendment to this Declaration. Following any expansion, the interest of any mortgagee shall attach to the new percentage of ownership in the Common Elements appurtenant to the Unit on which it is a lien.

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

All that part of Lot 1 of Certified Survey Map No. 10052 recorded in Volume 94 of Certified Survey Maps on Pages 118-126 as Document No. 3300056 being a part of the Southwest Quarter (SW ¼), Northwest Quarter (NW ¼), Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of the Northwest Quarter (NW ¼) of Section 19; thence North 00°19'34" East along the west line of said Northwest Quarter (NW ¼) 724.01 feet; thence South 79°46'27" East along the north line of lands described in Document No. 269423, 214.50 feet to the place of beginning on the lands hereinafter described; thence continuing South 79°46'27" East 247.50 feet; thence North 27°33'08" East

80.624 feet; thence South 64°58'35" East 376.033 feet; thence South 77°15'05" East 240.114 feet; thence South 14°24'56" West 104.076 feet; thence South 75°35'04" East 130.461 feet; thence South 14°24'56" West 17.890 feet; thence South 13°39'11" East 57.741 feet; thence South 35°47'36" East 70.746 feet to the northerly right of way line of W. Main Street (S.T.H. "74"); thence South 54°12'24" West along said northerly right of way line 540.415 feet; thence North 35°47'36" West 210.00 feet along the east line of lands described in Document No. 2493528; thence South 54°12'24" West 455.94 feet along the north line of lands described in Document No's 2493528, 287420 and 287419; thence North 0°19'34" East 225.21 feet; thence North 79°46'27" West 81.91 feet along the north line of lands described in Document No. 2074905; thence North 0°19'34" East parallel to the west line of the Northwest Quarter (NW ¼) 621.26 feet and being the east line of lands described in Document No. 269423 to the place of beginning. Containing a net area of 12.7142 acres or 553,834 square feet.

2.2. NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Whispering Ridge Condominiums.

2.3. PARCELS WHICH MAY BE ADDED TO THE CONDOMINIUM. The real estate which the Declarant reserves the right to submit and subject as additional parcel or parcels of real estate to this Condominium are as follows:

All that part of Lot 1 of Certified Survey Map No. 10052 recorded in Volume 94 of Certified Survey Maps on Pages 118-126 as Document No. 3300056 being a part of the Southwest Quarter (SW ¼), Northwest Quarter (NW ¼), Northeast Quarter (NE ¼) and Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) and the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Town 8 North, Range 20 East, Village of Lannon, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of the Northwest Quarter (NW ¼) of Section 19; thence North 00°19'34" East along the west line of said Northwest Quarter (NW ¼) 724.01 feet; thence South 79°46'27" East along the north line of lands described in Document No. 269423, 214.50 feet; thence continuing South 79°46'27" East 247.50 feet; thence North 27°33'08" East 80.624 feet to the place of beginning of the lands hereinafter described; thence continuing North 27°33'08" East 773.416 feet; thence North 57°23'30" East 424.72 feet to a point on the south right of way line of the Waukesha County Bugline Recreation Trail (formerly St. Paul & Pacific Railroad); thence North 88°23'33" East along said south right of way line 65.39 feet; thence South 35°47'36" East 1097.41 feet along the west line of lands described in Reel 567 on Image 1115 as Document No. 1230776 to the north right

of way line of W. Main Street (S.T.H. "74"); thence South 54°12'24" West along said north right-of-way line 200.00 feet; thence North 35°47'36" West 383.00 feet along the east line of lands described in Document No. 596508; thence South 54°12'24" West along the north line of Document No. 1233056 and its extension, 205.00 feet; thence South 35°47'36" East 200.00 feet along the west line of said Document No. 1233056; thence South 54°12'24" West 92.00 feet along the north line of Document No. 331040; thence South 35°47'36" East 183.00 feet along the west line of said Document No. 331040 to the north right of way line of W. Main Street (STH "74"); thence South 54°12'24" West along said right of way line 362.035 feet; thence North 35°47'36" West 70.746 feet; thence North 13°39'11" West 57.741 feet; thence North 14°24'56" East 17.89 feet; thence North 75°35'04" West 130.461 feet; thence North 14°24'56" East 104.076 feet; thence North 77°15'05" West 240.114 feet; thence North 64°58'35" West 376.033 feet to the place of beginning. Containing a net area of 22.0179 acres or 960,272 square feet of land.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be twenty-three (23) buildings on the real estate described in Section 2.1 above which shall contain a total of seventy-two (72) living units, seventy-two (72) garage units, one (1) clubhouse, and one (1) well house. Five (5) buildings shall be two (2) stories in height and shall have four (4) living units on each floor. Ten (10) buildings shall be one (1) story in height plus a basement and shall contain two (2) living units. Six (6) buildings shall be two (2) stories in height plus a basement and shall contain two (2) living units. Each Unit (hereinafter described) shall have an attached garage. The Declarant shall have the right to subject an additional one hundred forty-eight (148) units to this Condominium Declaration by constructing an additional thirty (30) buildings on the real estate described in Paragraph 2.3.

Enlargement of the Condominium is at the discretion of the Declarant and there is no obligation or commitment on the part of the Declarant, nor are Unit Owners given any rights, to add any property or construct any additional Units as a part of the original Condominium. The Declarant may develop a portion only and not all of the additional property and Units as specified in Paragraph 2.3.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, provided that

such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of seventy-two (72) condominium Units in Whispering Ridge Condominiums.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of one (1) "Garage Unit" which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings of the building. The Condominium Garage Unit shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and a Garage Unit may not be separated.

The post office addresses of the Units are:

Unit 161	21665 South Weather Edge Circle, Lannon, Wisconsin 53046
Unit 162	21667 South Weather Edge Circle, Lannon, Wisconsin 53046
Unit 171	21671 South Weather Edge Circle, Lannon, Wisconsin 53046
Unit 172	21673 South Weather Edge Circle, Lannon, Wisconsin 53046
Unit 181	21724 South Weather Edge Circle, Lannon, Wisconsin 53046
Unit 182	21720 South Weather Edge Circle, Lannon, Wisconsin 53046
Unit 191	21748 South Weather Edge Circle, Lannon, Wisconsin 53046
Unit 192	21740 South Weather Edge Circle, Lannon, Wisconsin 53046

Unit 201	21778 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 202	21772 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 211	21802 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 212	21796 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 221	21824 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 222	21820 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 231	21846 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 232	21842 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 241	21872 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 242	21866 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 251	6954 North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 252	6958 North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 261	6940 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 262	6944 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 271	6924 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 272	6928 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 281	21899 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 282	21903 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 291	21867 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 292	21871 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 301	21837 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 302	21841 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 311	21811 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 312	21815 South Weather Edge Circle, Lannon, Wisconsin	53046
Unit 421	21834A North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 422	21834B North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 423	21834C North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 424	21834D North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 425	21834E North Weather Edge Circle, Lannon, Wisconsin	53046

Unit 426	21834F North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 427	21834G North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 428	21834H North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 431	21890A North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 432	21890B North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 433	21890C North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 434	21890D North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 435	21890E North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 436	21890F North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 437	21890G North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 438	21890H North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 441	21864A North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 442	21864B North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 443	21864C North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 444	21864D North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 445	21864E North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 446	21864F North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 447	21864G North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 448	21864H North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 451	21790A North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 452	21790B North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 453	21790C North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 454	21790D North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 455	21790E North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 456	21790F North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 457	21790G North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 458	21790H North Weather Edge Circle, Lannon, Wisconsin	53046
Unit 461	21727A Outcropping Court, Lannon, Wisconsin	53046
Unit 462	21727B Outcropping Court, Lannon, Wisconsin	53046
Unit 463	21727C Outcropping Court, Lannon, Wisconsin	53046
Unit 464	21727D Outcropping Court, Lannon, Wisconsin	53046
Unit 465	21727E Outcropping Court, Lannon, Wisconsin	53046
Unit 466	21727F Outcropping Court, Lannon, Wisconsin	53046
Unit 467	21727G Outcropping Court, Lannon, Wisconsin	53046
Unit 468	21727H Outcropping Court, Lannon, Wisconsin	53046

The owner of a Unit shall be known as "Unit Owner".

5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each Unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

Each Unit Owner shall have an easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the Units, and provided further that the Common Elements be restored to their former condition by the Unit Owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners, Declarant and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the driveway immediately adjacent and appurtenant to the garage door to each Unit. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

6.2 PARKING. Unit Owners may park automobiles in the driveway serving a Unit, providing such parking does not interfere with the access to other

Unit's garage. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in such assigned parking space without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not effect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be as follows:

Unit 161	1.7792%
Unit 162	1.6474%
Unit 171	1.4498%
Unit 172	1.7792%

Unit 181	1.7792%
Unit 182	1.6474%
Unit 191	1.6144%
Unit 192	1.5157%
Unit 201	1.6474%
Unit 202	1.7792%
Unit 211	1.6474%
Unit 212	1.7792%
Unit 221	1.6474%
Unit 222	1.7792%
Unit 231	1.7792%
Unit 232	1.6474%
Unit 241	1.6144%
Unit 242	1.5157%
Unit 251	1.4498%
Unit 252	1.4498%
Unit 261	1.4498%
Unit 262	1.4498%
Unit 271	1.6144%
Unit 272	1.5156%
Unit 281	1.7792%
Unit 282	1.4498%
Unit 291	1.4498%
Unit 292	1.7792%
Unit 301	1.7792%
Unit 302	1.4498%
Unit 311	1.4498%
Unit 312	1.7792%

Unit 421	1.1532%
Unit 422	1.1532%
Unit 423	1.1532%
Unit 424	1.1532%
Unit 425	1.2521%
Unit 426	1.2521%
Unit 427	1.2521%
Unit 428	1.2521%
Unit 431	1.1532%
Unit 432	1.1532%
Unit 433	1.1532%
Unit 434	1.1532%
Unit 435	1.2521%
Unit 436	1.2521%
Unit 437	1.2521%
Unit 438	1.2521%
Unit 441	1.1532%
Unit 442	1.1532%
Unit 443	1.1532%
Unit 444	1.1532%
Unit 445	1.2521%
Unit 446	1.2521%
Unit 447	1.2521%
Unit 448	1.2521%
Unit 451	1.1532%
Unit 452	1.1532%
Unit 453	1.1532%
Unit 454	1.1532%
Unit 455	1.2521%
Unit 456	1.2521%
Unit 457	1.2521%
Unit 458	1.2521%
Unit 461	1.1532%
Unit 462	1.1532%
Unit 463	1.1532%
Unit 464	1.1532%

Unit 465	1.2521%
Unit 466	1.2521%
Unit 467	1.2521%
Unit 468	1.2521%

With each phase of development, the percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each such Unit shall change. A Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic reduction and alteration of this fraction as may be determined, from time to time, using the aforementioned formula.

8. RESIDENTIAL PURPOSE

All buildings and the Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners (hereinafter "Association"). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. The Association shall have two classes of voting membership as follows:

(1) Class A - Class A members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. The number of votes allocated to Class A members shall increase proportionately with each expansion maintaining the one vote per Unit formula.

(2) Class B - Class B members shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding ten (10) years from conveyance of the first Unit to any person other than Declarant, whichever first occurs.

The respective rights and qualifications of the two classes of members and the election of directors shall be as set forth in the Bylaws of the Association.

9.3 ASSOCIATION PERSONNEL. The Declarant and Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Declarant and Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

The Homeowners Association shall make an audited financial statement for the preceding fiscal year available to the Holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the Homeowners Association. The cost of the audit shall be at the expense of the Homeowners Association.

9.5 INITIAL WORKING CAPITAL AND RESERVE FUND. At the time of the first conveyance of a Unit from the Declarant, the purchaser of such Unit shall pay to the Association a one-time contribution equal to twice the monthly Association assessment in effect at the time of sale. One-half of the contribution shall be placed into a reserve for future repairs and replacements, and the other half shall provide the Association with initial working capital to be used for the expenses of the Association. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment. The Declarant is prohibited from utilizing the working capital funds to defray any of its expenses, reserve contributions, construction costs, or to make up any budget deficits while it is in control of the Association.

9.6 REMEDIES FOR VIOLATIONS BY UNIT OWNER. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements and Limited Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements or Limited Common Elements.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for all plumbing fixtures and piping connected to

the Unit, fireplace, chimney, and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, sanitary, and attractive condition.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

10.5 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.

2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.

3. The improvement will not impair the structural integrity of the Condominium.

4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association

5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the Condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion; however, no Unit may be leased or rented by Declarant for a period of less than thirty (30) days.

Unit Owners other than Declarant may lease or rent a Unit; however, the lease must have a minimum initial term of six (6) months. No rooms in any Unit may be rented and no transient tenants may be accommodated. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or

any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a) – (e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(2)(a) – (d). The notice shall include all of the following:

- A. The amount of charges, fines, or assessments for which the tenant is liable.
- B. Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units to the extent provided for in the original building specifications, if said coverage is available to the Association by the terms of the blanket casualty insurance policy. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear.

Premiums shall be a common expense. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlement, or agreements, regarding the insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the

Board of Directors from time to time but, in any event such coverage shall be for at least \$1,000,000.00 for bodily injury and personal injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws. With each phase of development, the share shall change accordingly. It being the intent of the Declarant that the share shall initially be, after construction of the initial phase, one/seventy-second ($1/72^{\text{nd}}$) per Unit, and upon the conclusion of the total envisioned project, the share shall be one/two hundred twentieth ($1/220^{\text{th}}$) per Unit. Any Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended phases, consents to the automatic alteration of this fraction, from time to time, using the aforementioned formula.

A Unit Owner, shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner, or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no assessments shall be assessed against any Unit owned by the Declarant. During the period of Declarant control, the assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full assessments, based on the annual Operating Budget then in

effect. During the period of Declarant control, Declarant shall pay the deficit if the total assessments payable by Unit Owners, other than Declarant, do not cover the total Common Expenses. The Declarant, as a Unit Owner, shall not be liable for any annual or special assessments as assessed by the Association. The Declarant shall be liable for assessments on a Unit commencing with the occupancy of said Unit. The Declarant shall be liable for reserve fund assessments on a Unit when a certificate of occupancy has been issued for that Unit.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two year period it is filed. The Association must serve the Declarant with a notice of dues within thirty (30) days of assessment.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest at Twelve percent (12%) annum, costs and reasonable attorneys fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association and the Declarant shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

The Declarant hereby reserves the unqualified right of access or ingress and egress across the property set forth in Section 2.1 to the Expansion Lands as set forth in Section 2.3. Said easement shall run with the land and inure to the benefit of the Declarant, its successors and assigns. In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto. In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct on, renovate, or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.

The Declarant reserves the unqualified right to conditionally give, grant, convey and fully dedicate to the Village of Lannon, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including, without limitation, all buildings, structures, mains, conduits, pipes, lines, machinery, equipment and appurtenances which may in any way be a part of a sanitary sewer system or water system, together with any and all necessary easements for access thereto.

18.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit

encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph. The documents submitting the amendment for recording shall state that the required consents and approval for the amendment

were received. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Waukesha County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Waukesha County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

22. NOTICES

22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number

of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted; (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of common elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document.

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

A. All present and future owners of Units, tenants of such owners and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any

time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Act.

B. The Declarant hereby reserves the right to cause one or more of the Units it owns to be maintained as a model unit and to display such models and the Common Elements of the Condominium. The Declarant further reserves the right to maintain signs offering the sale of Units in the Condominium until all Units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

C. If entered into before the officers elected by the Unit Owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a Declarant or any person affiliated with the Declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to Unit Owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

D. A Notice of Adjacent Land Use was recorded in the Register of Deeds office of Waukesha County, Wisconsin, on the 24th day of August, 2005, as Document #3310187, which provides notice that immediately adjacent to the Condominium is an active limestone quarry and fabrication plant. Limestone quarry operations and fabrication plant operations may cause discomfort from noise, sounds, vibrations, dust, visual impacts, nighttime illumination, truck traffic, or other operational impacts even though all aspects of operation of the limestone quarry and fabrication plant may be lawful and properly permitted by appropriate government agencies.

E. The Association shall be responsible for the maintenance of all detention and retention basins located within the Condominium, including the responsibility for routinely conducting all dredging and cleaning of detention and retention basins to assure that they perform adequately.

F. Pursuant to the provisions of Section VIII.E. of the Development Agreement by and between the Village of Lannon and Whispering Ridge Group, LLC, dated August 8, 2005, the Developer guaranteed any well which develops verified lower static water levels and decreased reliable capacity which was due to the creation of the Condominium. At such time as Developer conveys all of Developer's interest in the Condominium, Developer's obligation shall cease and

the well guarantee obligation as contained in the Development Agreement shall be the sole responsibility of the Association.

24. RESIDENT AGENT

The resident agent shall be Roland O. Roth, N61 W23198 Silver Spring Drive, Sussex, Wisconsin 53089, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

25. NUMBER AND GENDER

Whenever used herein unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

26. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any

Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

29. HOMESTEAD

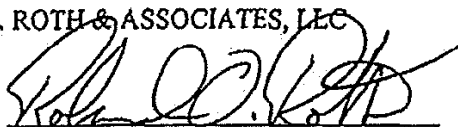
. This is not homestead property.

IN WITNESS WHEREOF, the said Declarant, Whispering Ridge Group, LLC, has caused this Declaration to be executed at Waukesha, Wisconsin, this 25th day of August, 2005.

WHISPERING RIDGE, LLC

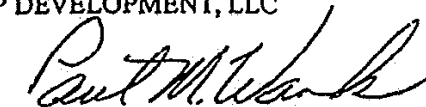
R.O. ROTH & ASSOCIATES, LLC

By:

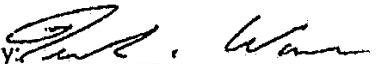

Roland O. Roth, Member

R&P DEVELOPMENT, LLC

By:


Paul M. Wank, Member

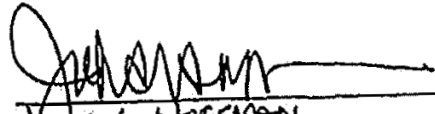
By:


Richard Wank, Member

STATE OF WISCONSIN)

SS
WAUKESHA COUNTY)

On this 25th day of August, 2005, before me personally came Roland R. K. Paul Wand +
and Richard Wand to me known to be the persons described in and who executed the
foregoing instrument and said persons acknowledged that said persons executed the same freely
and voluntarily, for the uses and purposes therein expressed.


JOHN C. HOFFMAN
Notary Public, State of Wisconsin
My Commission: 4-26-09

