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SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

THE DALLES CONDOMINIUMS

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR THE DALLES CONDOMINIUMS, A CONDOMINIUM

Menomonee Falls, Wisconsin

The Dalles Condominium (the "Condominium") was created by Declaration, recorded with the Waukesha County Register of Deeds on February 27, 1987 as Document No. 1406167, as amended by the Stage Two Supplement to Declaration of Condominium, which annexed the Phase 2 expansion land to the Condominium, recorded on April 26, 1991 as Document No 1645539 (as amended, the "Declaration").

W I T N E S S E T H :

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to The Dalles Condominiums Association (the "Association," or "Residential Association"), and changes in common practice over the years;

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

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

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

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND. The real estate which was submitted and subjected to the provisions of the Act is legally described as set forth on Exhibit A attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances thereto shall be known as THE DALLES CONDOMINIUMS, a Condominium.

Section 2. DEFINITIONS. For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "RESIDENTIAL ASSOCIATION" shall mean and refer to THE DALLES CONDOMINIUM ASSOCIATION, INC., a corporation formed under the non-stock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns;

(b) "OWNER" shall mean and refer to the record OWNER, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation;

(c) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (l) or more cubicles of air at one (1) or more levels of space, or one (1) or more rooms or enclosed spaces located on one (1) or more floors (or parts thereof) in a building, and bounded along such boundaries as shown on the building and floor plans included with the condominium plat, together with all facilities and improvements therein contained, excluding the land underneath same;

(d) "RESIDENTIAL UNIT" shall mean and refer to a UNIT, the use of which is hereinafter limited to residential use;

(e) "UNIT NUMBER" shall mean the number, letter or combination thereof, identifying a UNIT;

(f) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the UNITS and excepting and subject to any structures built or improvements installed by or for public utilities;

(g) "LIMITED COMMON ELEMENTS" shall mean those COMMON ELEMENTS identified herein as reserved for the exclusive use of one (1) or more, but less than all, of the UNIT OWNERS;

(h) "MORTGAGE" shall mean any MORTGAGE or other security instrument by which a UNIT or any part thereof is encumbered;

(i) "MORTGAGEE" shall mean any person named as the Mortgagee under any MORTGAGE under which the interest of any OWNER is encumbered, or any Land Contract vendor of any UNIT, or any successor to the interest of such person under such MORTGAGE or such Land Contract;

(j) "MAJORITY" shall mean the Condominium UNIT OWNERS with more than fifty percent (50%) of the votes assigned to the UNITS in this Declaration;

(k) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT. The real estate described in Article 1 and all buildings and improvements constructed or to be constructed thereon have been submitted to the provisions of the Act .

Section 2. CODE IDENTIFICATION. Each UNIT shall be specifically designated by its UNIT NUMBER as set forth in Exhibit B attached hereto and made a part hereof of this Declaration. Such UNIT NUMBER shall consist of the address of the respective UNIT.

Every deed, lease, MORTGAGE or other instrument may legally describe a UNIT by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Section 3. DESCRIPTION OF BUILDINGS.

(a) The building to be located on the real estate described in the Declaration shall consist of two (2) buildings. The Phase I building contains twelve (12) side-by-side units under one roof, and the Phase II building is an apartment-style building with two floors, containing twenty (20) units and an underground parking garage, all under one roof.

(b) The location, the identification of each UNIT and the immediate common area and limited common area to which each UNIT has access are shown on the condominium plat, as amended.

Section 4. UNIT BOUNDARIES. The boundaries of each UNIT are as follows:

(a) The upper boundary is the horizontal plane of the undecorated finished ceiling of the upper most level extended to an intersection with the perimetrical boundary;

(b) The lower boundary is the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries;

(c) The perimetrical boundaries are the vertical planes of the undecorated finished interiors of the perimeter walls extending to intersections with each other and with the upper and lower boundaries;

(d) Surfaces Included in Each UNIT. Each UNIT shall include the inner finished surfaces of the walls (including the dry wall), floors, ceilings (including the dry wall), which bound the respective UNIT and all surfaces of components within the UNIT;

(e) Utility and Structural Components Not Included in UNIT. No UNIT shall include any electrical, plumbing, gas, air conditioning, telephonic or structural components running through the UNIT which serve more than one UNIT. All installations for providing light, power, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one UNIT shall be considered a part of that UNIT;

(f) All windows, window frames and doors, including all glass and all windows and doors shall be considered a part of the UNIT.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS. Each UNIT OWNER shall be entitled to and own an undivided interest pursuant Article XIII, Section 6 herein in the COMMON ELEMENTS as a tenant-in-common with the other UNIT OWNERS of the property and, except as otherwise limited in this Declaration, shall have the right to use the COMMON ELEMENTS for all purposes incident to the use and occupancy of such OWNER'S UNIT as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such UNIT. Each UNIT'S percentage of ownership in the COMMON ELEMENTS is shown on Exhibit C, attached hereto.

Each UNIT'S percentage of ownership in the COMMON ELEMENTS shall be subject to such easements as may hereafter be granted to the Village of Menomonee Falls, or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES. The COMMON ELEMENTS and facilities shall consist of:

(a) The land on which the buildings are located (except as may be specifically assigned to UNITS);

(b) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as LIMITED COMMON ELEMENTS;

(c) The foundations, columns, girders, beams, supports, exterior of the building, main walls and roof of the building and the materials located within or used in connection to its makeup;

(d) Installations for providing central services such as power, light, gas heating and cold water;

(e) Tanks, pumps, controls and, in general, all apparatus and installations intended for common use;

(f) Common hallways, laundry rooms and workroom areas, if any

Section 3. LIMITED COMMON ELEMENTS. The limited Common Elements shall consist of:

(a) One terrace;

(b) One balcony; and

(c) Attic crawl space within the Phase I units.

Section 4. NO PARTITION OF COMMON AREAS. There shall be no partition of Common Areas through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its term or from the terms of any statute applicable to 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 herein contained shall be deemed to prohibit a voluntary or judicial partition of said UNIT ownership between such co-owners.

Section 5. UTILITIES. Each UNIT OWNER shall pay for each UNIT'S own utilities which are separately metered and/or billed to UNIT OWNER by the utility company servicing the UNIT.

Section 6. ENCROACHMENTS. If any portion of the common or limited areas or facilities shall encroach upon any UNIT, or if any UNIT shall encroach upon any other UNIT or upon any portion of the common or limited areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In the event the building or any adjoining UNIT or any adjoining common or limited common area or facility shall be partially or totally destroyed as the result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any UNIT, or upon any part of them common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands.

Section 7. POWER TO GRANT EASEMENTS. The ASSOCIATION, acting by and in the discretion of its Board of Directors, has the right to grant to the Village of Menomonee Falls or to public or semi-public utility companies, easements and rights of way over common and limited common areas for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transition of electricity, television signals, telephone and for other purposes of sewers, storm and water drains, gas mains, water pipes and mains, and similar service and for performing any public or quasi-public utility functions that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and rights of way shall be confined so far as possible and underground pipes or other conduits and in an area within ten (10) feet of all limited common lines, the necessary rights to ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which the easement was created.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE. No UNIT OWNER may sell, convey or transfer any legal or equitable interest in his UNIT without including the percentage of ownership interest in the COMMON ELEMENTS and in all assets and liabilities of the RESIDENTIAL ASSOCIATION appurtenant to the UNIT, and any deed, MORTGAGE or other

instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the UNIT OWNER.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each OWNER shall have the right to ingress and egress over, upon and across the COMMON ELEMENTS necessary for access to his UNIT and such rights shall be appurtenant to and pass with the title to each UNIT.

Section 2. RULES AND REGULATIONS ON USE OF UNITS.

(a) The Residential UNITS shall be occupied and used for private residential dwelling purposes. No trade or business of any kind may be carried on anywhere within the said UNITS, with the exception of certain home-based businesses as set forth in the Rules and Regulations. A UNIT may be leased only to the extent set forth in the By-Laws. If an OWNER of a UNIT intends to leave such UNIT for a period of more than one (1) month, such OWNER shall notify the RESIDENTIAL ASSOCIATION prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) Any occupant occupying a UNIT with or without the authority of an OWNER shall comply with all of the restrictions, covenants and conditions imposed hereunder on an OWNER.

(c) Except as hereinafter provided, no UNIT may be subdivided.

Section 3. NUISANCES. No UNIT OWNER or occupant shall permit his or her UNIT or the COMMON ELEMENTS or LIMITED COMMON ELEMENTS to be used in any manner which would be disturbing or a nuisance to any other UNIT OWNERS or in such way as to be injurious to the reputation of the Condominium. No UNIT OWNER or occupant shall permit any use of a UNIT or make any use of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS that may increase the cost of insurance upon Condominium property.

Section 4. CLOTHESLINES AND HANGING ARTICLES. No outdoor clotheslines shall be erected and nothing shall be hung or exposed on any part of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS that will detract from the neat and orderly appearance of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS. Clotheslines may only be hung inside the individual garage(s) (Phase I).

Section 5. MOVING. Furniture or other household items shall only be moved in and out of the buildings between the hours of 8:00 a.m. and 9:00 p.m.

Section 6. NOISE. Residents shall exercise extreme care in making noises or using television sets, radios, stereos, pianos, organs, etc., that may disturb other residents.

Section 7. PARKING. UNIT OWNERS and occupants are prohibited from parking or storing boats, campers or trailers and/or other recreational vehicles in parking areas for any period of time without the written permission of the Board of Directors. No repair work of any sort shall be under taken by any UNIT OWNER or occupant upon any type of motor vehicles, boats, campers or other trailers on any of the outside parking areas except in the case of an emergency.

Section 8. SIGNS. No UNIT OWNER or occupant shall erect a sign and/or signs for any purpose whatsoever upon any Condominium property except that flags or other types of devices to promote open houses or inspections for the sale of UNITS shall be permitted to be exhibited upon the COMMON ELEMENTS in a form acceptable to the RESIDENTIAL ASSOCIATION, and except as may be allowed or set forth in the Rules and Regulations.

Section 9. BICYCLES. Bicycles shall be parked and stored only in areas designated by the Board of Directors.

Section 10. ADDITIONAL RULES AND REGULATIONS. The Board of Directors may amend the rules and regulations contained in this Article and may adopt additional rules and regulations concerning the use, maintenance and operation of the Condominium. Rules and Regulations may also be adopted, amended or repealed by the UNIT OWNERS having seventy-five percent (75%) or more of the voting rights of the RESIDENTIAL ASSOCIATION. Rules and regulations which are amended, adopted or repealed by the UNIT OWNERS may not thereafter be amended, readopted or repealed by the Board of Directors.

Section 11. USE OF COMMON ELEMENTS. No trade or business may be carried on in the COMMON ELEMENTS. There shall be no obstruction of the COMMON ELEMENTS, nor shall anything be kept or stored on any part of the COMMON ELEMENTS without the prior written consent of the RESIDENTIAL ASSOCIATION except as specifically provided herein. Nothing shall be altered on, constructed, or removed from the COMMON ELEMENTS except upon the prior written consent of the RESIDENTIAL ASSOCIATION. No garbage or rubbish containers shall be placed or kept in any COMMON ELEMENTS or LIMITED COMMON ELEMENTS, other than those areas designated by the RESIDENTIAL ASSOCIATION therefor.

An OWNER of a UNIT shall in no case paint, decorate or alter the appearance of the COMMON ELEMENTS or exterior of the building without the consent of the Board of Directors of the RESIDENTIAL ASSOCIATION. No OWNER of a UNIT may erect, post or display posters, signs or advertising material on or in the COMMON ELEMENTS; provided, however, that any OWNER of a UNIT may erect or post a temporary sign of customary and reasonable dimension relating to an open house of a UNIT for sale, and other signs as may be specifically set forth in the Rules and Regulations.

Section 12. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. Nothing shall be done or kept in any UNIT or in the COMMON ELEMENTS or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the RESIDENTIAL ASSOCIATION, but for such activity, would pay without the prior written consent of the RESIDENTIAL ASSOCIATION. Nothing shall be done or kept in any UNIT or in the COMMON ELEMENTS or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No

damage to, or waste of, the COMMON ELEMENTS or any part thereof shall be committed by any OWNER or any invitee of any OWNER, and each OWNER shall indemnify and hold the RESIDENTIAL ASSOCIATION and the other OWNERS harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the RESIDENTIAL ASSOCIATION or other OWNERS. No noxious, destructive or offensive activity shall be carried on in any UNIT or in the COMMON ELEMENTS as may become an annoyance or nuisance (including the use of stereos, musical instruments, television or radios at such time or in such volume of sound as to be objectionable) to any OWNER or to any other person at any time lawfully occupying the UNIT.

Section 13. RULES AND REGULATIONS. No OWNER shall violate the rules and regulations for the use of the UNITS and of the COMMON ELEMENTS as adopted from time to time by the RESIDENTIAL ASSOCIATION.

Section 14. DELEGATION OF USE. Any OWNER may delegate, but only in accordance with the By-Laws, or this Declaration, his right of enjoyment of the COMMON ELEMENTS and facilities to the members of his family, to the tenants of his UNIT or contract purchasers or his UNIT and only to said individuals.

Section 15. CONSTRUCTION. In the event any construction or remodeling work shall be performed in or about a UNIT by a UNIT OWNER or his contractors, agents, servants and/or employees, said UNIT OWNER shall be responsible for maintaining and keeping all common areas and public areas, including but not limited to, hallways, public walks and drives, free and clear of all debris, dust and construction materials, and promptly cause the removal of the same.

Section 16. SEPARATE MORTGAGES OF UNITS. Each UNIT OWNER shall have the right to mortgage or encumber his own respective UNIT, together with his respective ownership interest in the COMMON ELEMENTS. No UNIT OWNER shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own UNIT and his own respective ownership interest in the COMMON ELEMENTS.

Section 17. SEPARATE REAL ESTATE TAXES. It is intended and understood that real estate taxes are to be separately taxed to each UNIT OWNER for his UNIT and his corresponding percentage of ownership in the COMMON ELEMENTS, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each UNIT OWNER, but are taxed on the property as a whole, then each UNIT OWNER shall pay his proportionate share thereof for the allocation in respect to COMMON ELEMENTS to be in accordance with his respective percentage of ownership interest in the COMMON ELEMENTS.

Section 18. MAINTENANCE, REPAIRS AND REPLACEMENTS OF UNITS.

(a) All maintenance, repairs and replacements to any COMMON ELEMENTS and facilities, and the LIMITED COMMON ELEMENTS and facilities, whether located inside or outside of the UNITS, including the maintenance, repair, and replacement of utility lines, pipes, ducts, electrical, mechanical equipment, and fixtures that serve more than one UNIT (unless necessitated by the negligence, misuse or neglect of a UNIT OWNER, in which case such expense shall be charged to such UNIT OWNER), shall be made by the Board of Directors and charged to

the UNIT OWNERS as a common expense. In addition, the RESIDENTIAL ASSOCIATION is subject to the rights of the OWNERS set forth in this Declaration and shall have the following responsibilities with respect to the COMMON and LIMITED COMMON ELEMENTS:

(i) Planting, pruning and caring for trees, shrubs, bushes and the like;

(ii) Planting, fertilizing, cutting and general upkeep of lawns;

(iii) Maintenance and repair, as well as replacement and mud jacking where necessary, of driveways, sidewalks and patios;

(iv) Raking and removal of debris left by storm and similar causes;

(v) Snow removal on the driveway and sidewalks.

(b) The OWNER of each UNIT shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of the interior of each UNIT, together with utility lines, mechanical equipment and fixtures which serve only one UNIT, electrical fixtures and equipment which serve only one UNIT, and such fixtures and equipment which are located within one UNIT; and all drywall, glass, screens, doors, windows, door and window hardware appurtenant to each UNIT. The expense of such maintenance, repairs and replacements shall be borne solely by each UNIT OWNER; however, any such maintenance, repair, or replacement that is visible from the exterior must be approved in writing and in advance by the Board of Directors. In addition, each UNIT OWNER is responsible for the repair, maintenance and upkeep of that UNIT'S garden and, upon a UNIT OWNER'S discontinuation of use, the garden shall be restored to its prior condition.

(c) No UNIT OWNER, except as otherwise provided here in or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or other UNIT OWNER'S right to use and enjoy the property.

(d) In the event that the need for maintenance, repairs or replacements is caused through the willful or negligent act of an OWNER, his family, guests or invitees, the costs of such maintenance, repairs or replacements shall be added to and become a part of the assessment to which such OWNER'S UNIT is subject.

Section 19. COMMON SURPLUSES. All Common Surpluses shall be credited to UNIT OWNERS' assessments for common expenses in proportion to their obligation for Assessments, or may be deposited in the reserve fund, at the discretion of the Board of Directors. The RESIDENTIAL ASSOCIATION may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Each OWNER of a RESIDENTIAL UNIT shall be entitled and required to be a member of the RESIDENTIAL ASSOCIATION. If title to a UNIT is held by more than one person, each of such persons shall be members. An OWNER of more than one UNIT shall be entitled to one membership for each UNIT owned by him. Each such membership shall be appurtenant to the UNIT upon which it is based and shall be transferred automatically by conveyance to that UNIT. No person or entity other than an OWNER of a RESIDENTIAL UNIT may be a member of the RESIDENTIAL ASSOCIATION, and member ship in the RESIDENTIAL ASSOCIATION may not be transferred except in connection with the transfer of title to a UNIT, provided, however, that the rights of voting may be assigned to a MORTGAGEE as further security for a loan secured by a MORTGAGE on a UNIT.

Section 2. VOTING. When more than one (1) person holds an interest in any RESIDENTIAL UNIT, all such persons shall be Members. The vote for such UNIT shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any RESIDENTIAL UNIT. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the RESIDENTIAL ASSOCIATION in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Each Unit shall have one vote on all matters voted on by the unit owners and members of the Association.

Section 3. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation and the By-Laws of the RESIDENTIAL ASSOCIATION, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the OWNERS set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE RESIDENTIAL ASSOCIATION

Section 1. PURPOSE. The affairs of the RESIDENTIAL ASSOCIATION shall be administered to, governed by and operated by the RESIDENTIAL ASSOCIATION. The powers and duties of the RESIDENTIAL ASSOCIATION shall include, but are not limited to, those powers and duties as set forth in the Articles of Incorporation, By-Laws, the Condominium Ownership Act, this Declaration and the Wisconsin Non-Stock Corporation Law.

Section 2. IMPLIED RIGHTS. The RESIDENTIAL ASSOCIATION may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 3. PERSONAL LIABILITY. No Director or Officer of the RESIDENTIAL ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including

the RESIDENTIAL ASSOCIATION, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith without willful, intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS - RESIDENTIAL UNITS

Section 1. AGREEMENT TO PAY ASSESSMENTS. Each OWNER of any UNIT by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the RESIDENTIAL ASSOCIATION to pay to the RESIDENTIAL ASSOCIATION for the purpose provided in this Declaration, for the annual assessments, for special assessments, for capital improvements and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article and shall commence when occupancy permit is issued.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the RESIDENTIAL ASSOCIATION shall be used exclusively to fulfill the obligations set forth in Section 1 of this Article.

Section 3. ANNUAL ASSESSMENTS. The BOARD of DIRECTORS of the RESIDENTIAL ASSOCIATION shall, from time to time, and at least annually, prepare budgets for the property and fix the annual assessments. The Board shall prepare separate budgets for the Phase I building units and the Phase II building units. Phase II's budget will include expenses related to the building's specific and unique common areas (i.e. elevator, common hallways, garage, ventilation systems, fire protection). In addition, for purposes of determining common expenses and assessments with respect to the areas outside of the two buildings, a dividing line as depicted on Exhibit D attached hereto will be used. The common expenses associated with the area to the west of the dividing line will be included in the budgeted expenses and assessments for the Phase I building units, and the common expenses associated with the area to the east of the dividing line will be included in the budgeted expenses and assessments for the Phase II building units, except that expenses associated with the waste area, which is used by both Phases, will be shared equally.

Section 4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the RESIDENTIAL ASSOCIATION may levy, in any assessment year, a special assessment for the purpose of: (a) offsetting shortages resulting from non-collection of the annual assessments or under-estimation, and (b) unusual or unpredicted costs such as cost of collecting annual assessments or enforcement of the provisions of the Declaration, provided that an assessment for unusual or unpredicted costs assent of a majority of the Members affected who are voting in person, electronically, or by proxy at a meeting duly called for this purpose. Depending on the purpose of the special assessment, the assessment will be allocated among the units according to the scheme described in Section 3 above.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT. Special assessment may be made by the BOARD against a particular UNIT OWNER and his UNIT for:

(a) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws or the Rules and Regulations where there is found to be a violation thereof;

(b) Interest and/or late fees due on General and Special Assessments.

Section 6. NOTICE OF MEETINGS. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected Members and any MORTGAGEE who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting.

Section 7. RATE OF ASSESSMENT. Each UNIT shall be assessed the annual assessment determined by the budget for its respective building (Phase I and Phase II), provided, however, the RESIDENTIAL ASSOCIATION can assess an individual UNIT for sums due solely from that UNIT as provided in Section 5 of this Article. The annual assessment as determined by the budget for Phase I and Phase II will be assessed equally among that building's units.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all RESIDENTIAL UNITS on the same date as assessments commence under Article VIII, Section 1 above.

Section 9. LIEN FOR ASSESSMENT. All sums assessed to any RESIDENTIAL UNIT in accordance with this Article, together with late fees and interest thereon as provided herein, as well as the actual attorneys' fees and costs incurred by the Association, shall be secured by a lien on such UNIT in favor of the RESIDENTIAL ASSOCIATION. Such lien shall be superior to all other liens and encumbrances on such UNIT, except for those specified in the Act.

To evidence a lien for sums assessed in accordance with this Article, the RESIDENTIAL ASSOCIATION may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the OWNER of the UNIT and a description of the UNIT. Such a notice shall be signed by the RESIDENTIAL ASSOCIATION by any designated officer or agent and may be filed in the office of the Clerk of the Circuit Court of Waukesha County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the RESIDENTIAL ASSOCIATION in the same manner in which MORTGAGES on real property may be foreclosed in Wisconsin. In any such foreclosures, the OWNER shall be required to pay the costs and expenses of filing the Notice of Lien, of all proceedings and the actual attorneys' fees incurred by the Association. All such costs and expenses shall be secured by the lien being foreclosed. The OWNER shall also be required to pay to the RESIDENTIAL ASSOCIATION any assessments against the UNIT which shall become due during the period of foreclosure, and the same shall attach to and become a part of the lien. The RESIDENTIAL ASSOCIATION shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the UNIT as the OWNER thereof.

A release of Notice of Lien shall be executed by the RESIDENTIAL ASSOCIATION in such form as to be filed in the Waukesha County, Wisconsin judgment records, upon payment of all sums secured by a lien which has been made the subject of a Notice of Lien.

Any encumbrancer holding a lien on a RESIDENTIAL UNIT may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the RESIDENTIAL ASSOCIATION with respect to such lien, including priority.

The RESIDENTIAL ASSOCIATION shall, upon written request, report to any encumbrancer of a UNIT any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual UNIT Borrower of any obligation under the Condominium Documents which is not cured within sixty (60) days, provided, however, that such encumbrancer first shall have furnished to the RESIDENTIAL ASSOCIATION written notice of such encumbrance.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the t interest rate set forth in the Rules and Regulations. In addition to charging such interest, the BOARD may, from time to time, fix a reasonable late fee for each month that each assessment is not paid. All payments on account shall be first applied to the interest, late fees, collection costs and attorneys' fees, if any, and then to the assessment payment first due. The RESIDENTIAL ASSOCIATION may bring any action at law against the OWNER personally obligated to pay the same, and/or foreclose the lien against the property. No OWNER may waive or otherwise escape liability for the assessments provided for herein by nonuse of the COMMON ELEMENTS or abandonment of his UNIT. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same. The UNIT OWNER shall have no right to vote at any meeting of the RESIDENTIAL ASSOCIATION during all of the time that Statement of Condominium Lien on a UNIT remains unsatisfied.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the liens described in Section 9above, to the extent set forth in the Act. Sale or transfer of any UNIT shall not affect the assessment lien. The sale or transfer of any UNIT pursuant to such MORTGAGE foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer to the extent set forth in the Act, and such unpaid assessments shall be deemed to be common expenses collectible from all of the OWNERS excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such UNIT from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY. No exterior additions or alterations to the building, additional fence or changes in existing fences,

hedges, walls, walkways and other structures shall be commenced, erected or maintained, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the building by an Architectural Control Committee composed of the BOARD OF DIRECTORS of the RESIDENTIAL ASSOCIATION, or by a representative or representatives designated by the BOARD OF DIRECTORS. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or its representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the Members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee.

Section 2. ANTENNA AND SATELLITE DISHES. Exterior antenna and satellite dishes may be placed on the building as set forth in the Rules and Regulations.

ARTICLE X

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the building and placed on the dividing line between the UNITS (and any other wall to be built that meetings the foregoing) shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party shall be shared by the OWNERS who make use of the wall in proportion to such use.

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any OWNER to contribution from any other OWNER under this Article shall be appurtenant to the land and shall pay to such OWNER'S successors in title.

Section 4. ENCROACHMENTS. Some of the UNITS may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining UNITS. The OWNER of each UNIT hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging UNIT or other structure, drain or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be re-established but not enlarged without consent of the servient OWNER and the RESIDENTIAL ASSOCIATION.

Section 5. THE COMMON AREAS. The RESIDENTIAL ASSOCIATION, subject to the rights of the OWNERS set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 6. SERVICES. The RESIDENTIAL ASSOCIATION may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the RESIDENTIAL ASSOCIATION shall determine to be necessary or desirable for the proper operation of the Common Areas, whether such personnel are furnished or employed directly by the RESIDENTIAL ASSOCIATION or by any person or entity with whom or which it contracts. The RESIDENTIAL ASSOCIATION may obtain and pay for legal and accounting service necessary or desirable in connection with the operation of the Common Areas or the enforcement of this Declaration. The RESIDENTIAL ASSOCIATION may arrange with others to furnish water, trash collection, snow removal and other common services to each UNIT.

Section 7. PERSONAL PROPERTY FOR COMMON USE. The RESIDENTIAL ASSOCIATION may acquire and hold for the use and benefit of all of the OWNERS tangible and intangible personal property and may dispose of the same by sale or otherwise by the OWNERS in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a UNIT. A transfer of a UNIT shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a UNIT under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed UNIT.

Section 8. RULES AND REGULATIONS. The RESIDENTIAL ASSOCIATION may make reasonable rules and regulations governing the use of the UNITS and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

ARTICLE XI

INSURANCE

Section 1. PROPERTY DAMAGE INSURANCE. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled,

invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured. The RESIDENTIAL ASSOCIATION may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the RESIDENTIAL ASSOCIATION for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the RESIDENTIAL ASSOCIATION shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses.

Section 2. INSURANCE PROCEEDS. The proceeds of such insurance shall be applied by the RESIDENTIAL ASSOCIATION or by the trustee on behalf of the RESIDENTIAL ASSOCIATION for the repair or reconstruction of the COMMON ELEMENTS and UNIT or UNITS; and the rights of the MORTGAGEE of any UNIT under any standard MORTGAGE clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the UNIT or UNITS. Payment by an insurance company to the RESIDENTIAL ASSOCIATION or to such trustee of the proceeds of any policy, and the receipt of release from the RESIDENTIAL ASSOCIATION of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard MORTGAGE clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the RESIDENTIAL ASSOCIATION or the corporate trustee.

Section 3. DESTRUCTION AND RECONSTRUCTION. In the event of a partial or total destruction of one or more UNITS, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, 75% of the OWNERS of UNITS subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specifications of the building or any UNIT may vary from that of the original upon approval of the RESIDENTIAL ASSOCIATION, provided, however, that the number of square feet of any UNIT may not vary by more than five percent (5%) of the number of square feet for such UNIT as originally constructed, and the location of the UNIT shall be substantially the same as prior to the damage or destruction.

Section 4. PARTITION. The RESIDENTIAL ASSOCIATION shall have the right to levy assessments against the UNITS involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the UNIT OWNERS having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all UNIT OWNERS in proportion to their interests in the COMMON ELEMENTS, and shall be distributed in accordance with the priority interests in each UNIT.

Section 5. OTHER INSURANCE. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(a) Worker's compensation insurance;

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

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

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

(e) In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

Section 6. INSURANCE DEDUCTIBLE. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

Section 7. UNIT OWNER INSURANCE. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

(a) The personal property within the Unit;

(b) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

(c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

ARTICLE XII

EXCULPATION OF ASSOCIATION LIABILITY

In the event any UNIT OWNER shall suffer damages to their contents, improvements or betterments of their UNIT as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall be attached to the RESIDENTIAL ASSOCIATION and the cost for such repairs shall accrue to such individual UNIT OWNER.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. MORTGAGEE RIGHTS.

(a) The holder of any first mortgage upon a Unit in the Condominium upon submission of a request to the RESIDENTIAL ASSOCIATION in writing delivered to the Resident Agent or President of the RESIDENTIAL ASSOCIATION, shall be entitled to receive notice from the RESIDENTIAL ASSOCIATION of the following matters:

(1) Written notice as to any default or delinquency in the performance by the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within 30 days after written notice of said default or delinquency by the RESIDENTIAL ASSOCIATION to the said mortgagor;

(2) Written notice of the call of any meeting of the membership of the Board of Directors of the RESIDENTIAL ASSOCIATION to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association;

(3) Written notice of any damage or destruction to the common elements of the Condominium, including the building structure, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding $5,000, at such time as such damage or destruction is known to the Board of Directors of the RESIDENTIAL ASSOCIATION.

(b) Except as provided by statute in the case of condemnation or substantial loss to units and/or the common elements of the condominium, unless at least one hundred percent (100%) of the first mortgagees (based upon one vote for each first mortgage owned) and Owners of the individual common units have given their prior written approval, the RESIDENTIAL ASSOCIATION shall not be entitled to:

(1) By act or omission, seek to abandon or terminate the condominium project;

(2) Change the pro rata interest or obligations of any individual Condominium Unit Owner for the purpose of levying assessments or charges of allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of each Condominium Unit in the common elements;

(3) Partition or subdivide any Condominium Unit;

(4) Use hazard insurance proceeds for losses to any Condominium property (whether to the Units or to the common elements) for other than the repair, replacement or reconstruction of such Condominium property.

Section 2. CLAIMS AND REMEDIES.

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

(b) Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 2(a) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

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

Section 3. SEVERABILITY. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part

thereof, to persons or circumstances, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 4. TERMINATION. This Declaration may only be terminated by the unanimous consent of all of the OWNERS of all UNITS and all of the parties holding MORTGAGES, liens or other encumbrances against any of said UNITS, in which event the termination of the Declaration shall be by such plan as may be then adopted by said OWNERS and parties holding any MORTGAGES, liens or other encumbrances. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in Waukesha County, Wisconsin.

Section 5. AMENDMENTS. This Declaration may be amended by the written consent of not less than two thirds (2/3) of the UNIT OWNERS and their first mortgagees, if any, to the extent required by the Act.

Any amendment must be recorded with the Register of Deeds of Waukesha County, Wisconsin.

Section 6. REGISTERED AGENT FOR SERVICE OF PROCESS. The registered agent for service of process shall be as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is DUANE WESENBERG, N89W16333 MAIN ST., MENOMONEE FALLS , WI 53051.

Section 7. 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.

Section 8. CAPTIONS. The captions and Article heading herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

ARTICLE XIV

GRIEVANCE PROCEDURE.

(a) The Board of Directors or any unit owner may file a written complaint with the Secretary of the Association against another unit owner for violation of the Act, the Declaration, the By-Laws and/or any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the unit owner complained of by personal or electronic delivery or by certified mail, return receipt requested. The unit owner complained of may within fifteen (15) days of delivery of or mailing of the notice file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the unit owner complained of fails to file an answer or admit the allegations of the notice, a violation will be

conclusively deemed to have occurred. If, within the time period allowed, the unit owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held not less than 14 or more than 30 days after delivery or mailing of a notice of hearing to the parties.

(b) Upon the delivery or mailing of the notice of hearing, the President of the Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three unit owners who are not members of the Board of Directors, relatives of the unit owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

(c) The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining unit owner. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to appear and testify at the hearing and to produce records and dates relevant to the subject matter of the hearing. The hearing shall be informal and conformity to legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the unit owners.

(d) Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, restrict the right of the defaulting unit to the use of portions of the common elements and/or impose a fine against the defaulting unit owner in the amounts set forth in the Rules and Regulations. When imposed, such fine shall constitute a special assessment against the unit owner and if unpaid may be foreclosed against the owner's unit.

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

IN WITNESS WHEREOF, the Association has executed this Second Amended and Restated Declaration of Condominium for The Dalles Condominiums this 2nd day of November, 2023

THE DALLES CONDOMINIUMS ASSOCIATION, INC.,

By: Duane G. Wesenberg, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Duane G. Wesenberg, as President of The Dalles Condominiums Association, Inc. on this 2nd day of November, 2023.

Maritza Mercado
Name: Maritza Mercado
My Commission Expires: 5/24/27

MARITZA MERCADO
Notary Public
State of Wisconsin

EXHIBIT A

Legal Description

Units A3, A4, A7, A8, A11, B2, B5, B6, B9, B10, C1 and D12 in Phase I, Units A1, A2, A3, A4, B1, B2, B3, B4, C1, C2, C3, C4, C5, C6, D1, D2, D3, D4, E1 and E2, in Phase II of The Dalles Condominium(s) created by a "Declaration of Condominium" recorded on February 27, 1987, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 1406167, and any amendments thereto, and by its Condominium Plat. Said land being in the Village of Menomonee Falls, Waukesha County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
0012944001	N89W16315 Main Street, Unit C1
0012944002	N89W16317 Main Street, Unit B2
0012944003	N89W16319 Main Street, Unit A3
0012944004	N89W16321 Main Street, Unit A4
0012944005	N89W16323 Main Street, Unit B5
0012944006	N89W16325 Main Street, Unit B6
0012944007	N89W16327 Main Street, Unit A7
0012944008	N89W16329 Main Street. Unit A8
0012944009	N89W16331 Main Street, Unit B9
0012944010	N89W16333 Main Street, Unit B10
00129440011	N89W16335 Main Street, Unit A11
0012944012	N89W16337 Main Street, Unit D12
0012944013	N89W16301 Main Street, Unit A1
0012944014	N89W16301 Main Street, Unit C5
0012944015	N89W16301 Main Street, Unit D3
0012944016	N89W16301 Main Street, Unit D1
0012944017	N89W16301 Main Street, Unit C1
0012944018	N89W16301 Main Street, Unit A3
0012944019	N89W16301 Main Street, Unit B1
0012944020	N89W16301 Main Street, Unit C3
0012944021	N89W16301 Main Street, Unit E1

0012944022	N89W16301 Main Street, Unit B3
0012944023	N89W16301 Main Street, Unit A2
0012944024	N89W16301 Main Street, Unit C6
0012944025	N89W16301 Main Street, Unit D4
0012944026	N89W16301 Main Street, Unit D2
0012944027	N89W16301 Main Street, Unit C2
0012944028	N89W16301 Main Street, Unit A4
0012944029	N89W16301 Main Street, Unit B2
0012944030	N89W16301 Main Street, Unit C4
0012944031	N89W16301 Main Street, Unit E2
0012944032	N89W16301 Main Street, Unit B4

EXHIBIT C

Dalles Condo Association Phase I

Address	SQ Ft	Percentage interest for the 32 units
N89W16315	1,949	4.76%
N89W16317	1,770	4.33%
N89W16319	1,617	3.95%
N89W16321	1,617	3.95%
N89W16323	1,770	4.33%
N89W16325	1,770	4.33%
N89W16327	1,617	3.95%
N89W16329	1,617	3.95%
N89W16331	1,770	4.33%
N89W16333	1,770	4.33%
N89W16335	1,617	3.95%
N89W16337	1,796	4.39%
	20,680	50.54%

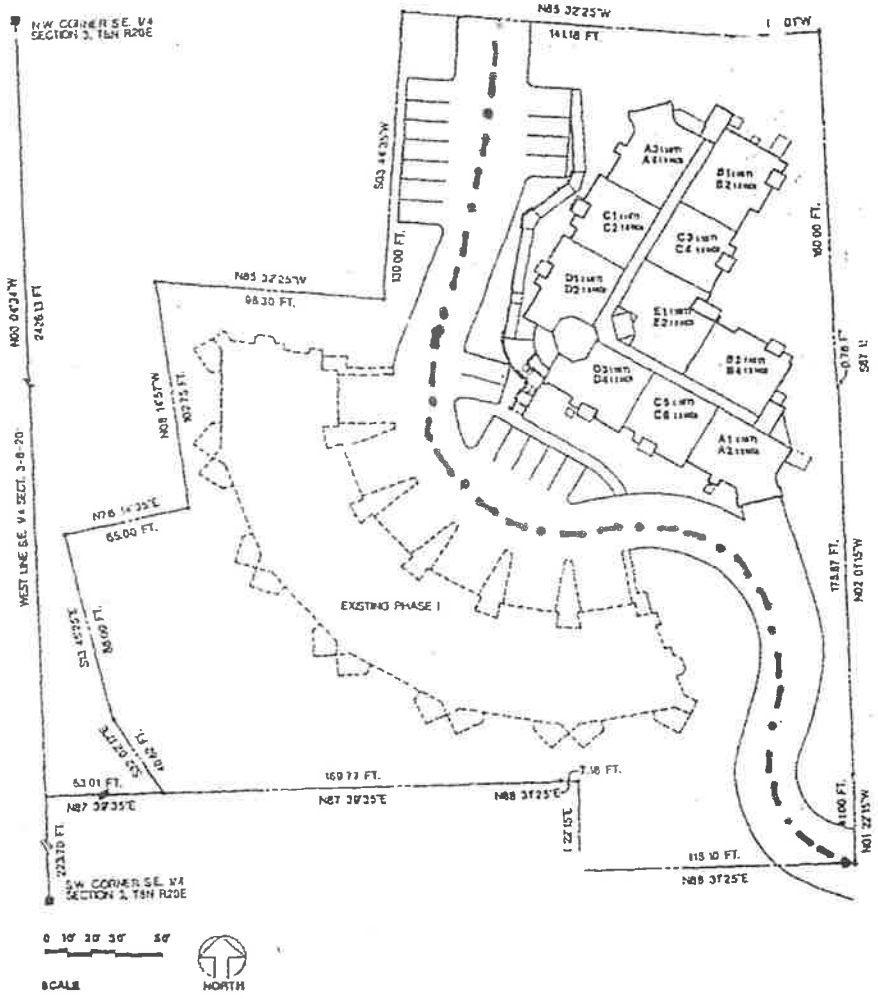
Dalles Condo Association Phase II (N89W16301 Main Street, Menomonee Falls, WI 53051)

Unit	SQ FT	Percentage interest for the 32 units
1 Unit D1	993	2.43%
2 Unit C1	845	2.07%
3 Unit A3	1,074	2.62%
4 Unit B1	1,042	2.55%
5 Unit C3	845	2.07%
6 Unit E1	1,200	2.93%
7 Unit B3	1,042	2.55%
8 Unit A1	1,074	2.62%
9 Unit C5	845	2.07%
10 Unit D3	1,160	2.83%
11 Unit D2	993	2.43%

12 Unit C2	845	2.07%
13 Unit A4	1,074	2.62%
14 Unit B2	1,042	2.55%
15 Unit C4	845	2.07%
16 Unit E2	1,200	2.93%
17 Unit B4	1,042	2.55%
18 Unit A2	1,074	2.62%
19 Unit C6	845	2.07%
20 Unit D4	1,160	2.83%
	20,240	49.46%

32 Unit Total Sq Ft	40,920

EXHIBIT D



*This dividing line (--.--.) depicts the division of common expenses in Article VIII, Section 3 of the Second Amended and Restated Declaration.