Stage I - amended

VILLA

DU COUR

DECLARATION OF CONDOMINIUM

INDEX

1- Declarations

2- Condominium Warranty deed sample

3- Articles of Corporation

4- By-Laws

5- Survey

6- Floor Plans

DECLRATIONS

Article 1 - Division of described real property

Article 2- Interest of Owners in Common areas

Article 3- Designation of units

Article 4- Determination of interest in common areas

Article 5- Administration after transfer by developer

Article 6- Maintenance, operation, alteration, repair and improvement

Article 7- Assessments

Article 8- Restrictions of use and transfer

Article 9- Reconstruction after loss

Article 10- Insurance

Article 11- Annexation to condominium property

Article 12- Restrictions and Conditions applicable to annexed property

Article 13- Procedure for annexation

Article 14- Rights of developer prior to transfer

Article 15- Amendment of Declaration

Article 16- Service of process

Article 17- Right of entry

Article 18- Severability

LECLRATION OF CONDOMINIUM

INDEX OF BY-LAWS

Article 1- Name and location

Article 2- Application, membership and Initional Corporation

Article 3- Voting, Majority of Owners, Quorum, Proxies

Article 4- Meetings

Article 5- Board of Directors

Article 6- Officers

Article 7- Budget, Assessments and Depositories

Article 8- Obligations of the Owners

Article 10- Amendments

Article 11- Mortgages

Article 12- Conflicts

DECLARATION OF CONDOMINIUM
OF
VILLA DU COUR – STAGE 1

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

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

Villa du Cour, a Planned Development, being a part of the North West One-quarter (1/4 of Section Nine (9), Township Seven (7) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 11.7 acres of land, more or less.

WHEREAS, Developer intends to improve such property by the construction thereon, in stages, of up to 236 separate dwelling units in 5 buildings, the entire development to be known as Villa du Cour, and is constructing, as the first stage, 100 dwelling units in two buildings and a swimming pool and recreation center.

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

That part of the NW 1/4 of Section 9, T 7 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section, thence North 89° 14' 52" East along the North line of said 1/4 Section 605.00 ft. to a point; thence due South 1425.85 ft. to the point of beginning of the land to be described; thence continuing due South 543.62 ft. to a point; thence South 61° 05' 32" East 348.45 ft. to a point; thence North 28° 54' 28" East 122.00 ft. to a point; thence North 45° 50' 14" West 114.02 ft. to a point; thence North 22° 12' 09" East 521.81 ft. to a point; thence North 89° 14' 52" East 240.00 ft. to a point; thence North 00° 01' 58" West 49.00 ft. to a point; thence South 89° 14' 52" West 719.41 ft. to the point of beginning. The above described parcel of land contains 5.818 acres of land, more or less.

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

ARTICLE I

DIVISION OF DESCRIBED REAL PROPERTY

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

1. One hundred (100) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the one hundred units located in two multi-family buildings (one building three stories and basement in height bearing the number 9002 West Lisbon Avenue with 36 dwelling units; the other building two stories and basement in height bearing two numbers, 9034 West Lisbon Avenue and 3765 North 88th Street, with 64 dwelling units, with patios (for units at ground level) or balcony (for units above ground level) and one inside parking stall and a storage locker situated in the basement of the building in which the dwelling unit exists. The boundaries of each of the 100 units within the two multi-family buildings are:

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

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

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

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

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

ARTICLE III

DESIGNATION OF UNITS

The one hundred (100) separate units hereby established for separate conveyance consist of one building with thirty-six units bearing one address and one building with sixty-four units bearing the two addresses as follows:

Building 3A	Building 3B	Building No. 4
9034 West Lisbon Ave.	3765 North 88th St.	9002 West Lisbon Ave.
Unit 9034-1	Unit 3765-1	Unit 9002-101
Unit 9034-2	Unit 3765-2	Unit 9002-102
Unit 9034-3	Unit 3765-3	Unit 9002-103
Unit 9034-4	Unit 3765-4	Unit 9002-104
Unit 9034-5	Unit 3765-5	Unit 9002-105
Unit 9034-6	Unit 3765-6	Unit 9002-106
Unit 9034-7	Unit 3765-7	Unit 9002-107
Unit 9034-8	Unit 3765-8	Unit 9002-108
Unit 9034-9	Unit 3765-9	Unit 9002-109
Unit 9034-10	Unit 3765-10	Unit 9002-110
Unit 9034-11	Unit 3765-11	Unit 9002-111
Unit 9034-12	Unit 3765-12	Unit 9002-112
Unit 9034-13	Unit 3765-13	Unit 9002-201
Unit 9034-14	Unit 3765-14	Unit 9002-202
Unit 9034-15	Unit 3765-15	Unit 9002-203
Unit 9034-16	Unit 3765-16	Unit 9002-204
Unit 9034-17	Unit 3765-17	Unit 9002-205
Unit 9034-18	Unit 3765-18	Unit 9002-206
Unit 9034-19	Unit 3765-19	Unit 9002-207
Unit 9034-20	Unit 3765-20	Unit 9002-208
Unit 9034-21	Unit 3765-21	Unit 9002-209
Unit 9034-22	Unit 3765-22	Unit 9002-210
Unit 9034-23	Unit 3765-23	Unit 9002-211
Unit 9034-24	Unit 3765-24	Unit 9002-212
Unit 9034-25	Unit 3765-25	Unit 9002-301
Unit 9034-26	Unit 3765-26	Unit 9002-302
Unit 9034-27	Unit 3765-27	Unit 9002-303
Unit 9034-28	Unit 3765-28	Unit 9002-304
Unit 9034-29	Unit 3765-29	Unit 9002-305
Unit 9034-30	Unit 3765-30	Unit 9002-306
Unit 9034-31	Unit 3765-31	Unit 9002-307
Unit 9034-32	Unit 3765-32	Unit 9002-308
		Unit 9002-309
		Unit 9002-310
		Unit 9002-311
		Unit 9002-312

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

The building designated as No. 3 and bearing the addresses 9034 West Lisbon Avenue and 3765 North 88th Street are two stories in height of wood frame construction with a combination outside finish of brick veneer and wood. Of the sixty-four dwelling units in Building No. 3, thirty-two have all rooms in a unit on a single level and thirty-two have the rooms on two levels. All dwelling units are accessible only from the outside as are the underground parking stalls. The buildings designated as No. 4 and bearing the address 9002 West Lisbon Avenue is three stories in height with elevators, a closed circuit television security system, and an exterior of brick veneer with wood trim.

Both buildings have basements which contain automobile parking stalls and storage lockers with one stall and one locker for each dwelling unit. Each building has an intercommunication system. All dwelling units are electrically heated and air conditioned, are carpeted, have a separate electric water heater, washer-dryer combination, range, dishwasher, garbage disposal, refrigerator, and electrical fixtures.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of common interest in the unit common areas to each dwelling unit shall be 1/64 for the dwelling units in Building No. 3 (9034 West Lisbon Avenue and 3765 North 84th Street) and 1/36 for the dwelling units in Building No. 4 (9002 West Lisbon Avenue). The fraction of common interest in the general common areas shall be 1/100 upon completion of the first stage.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

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

2. The Board of Directors of the Association shall, among other powers, have full and complete authority to the extent provided herein to determine the appropriate use of the residential facilities situated in the recreation center. The Board may grant occupancy thereof on such terms it may determine to be appropriate for a manager or caretaker or the Board may allow the use thereof by the guests of owners of units. If use of such facilities is to be granted to guests of owners, the Board shall first establish rules and regulations which limit the enjoyment thereof to any guest of an owner for a period not in excess of seven days within any calendar year, which fixes the daily rental therefor and which distributes the opportunity for the enjoyment of such facility by the guests of owners on a rotating basis among all owners. The use by guests of owners as provided herein shall not be deemed in contravention of (1) of Article VIII which prohibits leasing of units for less than 12 months.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

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

1. The Owner of each Unit shall: (a) maintain in good condition and repair all of the components or installations within or appertaining to the Unit, including but not limited to all utility lines and installations, the air conditioner, including condenser, electric heater, intercommunication system operating panel, water heater, dishwasher, disposal, washer-dryer combination, range, refrigerator, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors and windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surfaces within the Unit; (c) keep and maintain in a good and orderly condition the patio or balcony as the case may be, the basement storage locker and the inside garage stall appurtenant to the particular unit.

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

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

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios or balconies, or shall grills be used or stored on patios or balconies, unless they are of the type using a cover in place in use. Patios and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for handling or drying of laundry, carpets, rugs or clothing.

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

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owner shall be liable for such fraction of the common expenses as set forth herein. At the time of conveyance of a condominium unit, the Unit Owner shall make an advance to the Association equal to twice the assessment for the calendar month preceding the date of conveyance as a contribution towards working funds. Such contribution shall be earmarked to the credit of such owner and shall be assignable upon transfer of the unit. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

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

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

2. No owner of a unit in the building designated as No. 3B address 3765 N. 88th Street bearing the numbers 3 thru 6 and 11 thru 14 shall convey title thereto or permit occupancy, thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes children less than ten (10) years of age or more than two children ten (10) years of age or over. The owners of all other units in such building shall not convey title thereto or permit occupancy, thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes children less than fourteen (14) years of age or more than two (2) children fourteen (14) years of age or over. No owner of a unit in the building designated as No. 3A address 9034 W. Lisbon Avenue shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes children less than fourteen (14) years of age or more than two (2) children fourteen (14) years of age or over.

3. No owner of a unit in the building designated as No. 4 address 9002 W. Lisbon Avenue shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes children less than fourteen (14) years of age or more than two (2) children fourteen (14) years of age or more.

4. No animals or birds shall be permitted within the condominium units except that a single pet, either a domestic pet dog, cat or caged bird of a maximum dimension in height of less than fourteen (14) inches may be kept in the units in the building designated No. 3A address 9034 W. Lisbon Avenue, bearing the numbers 17 thru 24, and in building designated 3B address 3765 N. 88th Street, bearing the numbers 11 thru 14. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the unit of their owner and shall be walked only in designated open areas and all droppings must be picked up and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

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

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

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

8. Washers and dryers shall not be used after 8:30 P.M. or before 7 A.M.

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

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

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

12. Each of the one hundred (100) separate designated and legally described freehold estates shall consist of the following elements (a) the space within the condominiums of each of the one hundred (100) units, (b) the patio or balcony, (c) separate storage locker, (d) electric water heater, and (e) inside-automobile parking space, are indivisible and inseparable into elements and no owner shall have the power or right to separately transfer or assign any element of the said separate designated and legally described freehold estate.

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

ARTICLE IX

RECONSTRUCTION AFTER LOSS

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

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

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

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

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

made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26 Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

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

ARTICLE XI

ANNEXATION TO CONDONIMIUM PROPERTY

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

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Villa du Cour when fully developed up to a maximum of 236 Units in multi-family buildings. The Units constructed in Villa du Cour after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

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

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 236 Units related to the full development of Villa du Cour, or

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

3. In any event until no later than on January 1, 1982; the Developer:

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

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

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

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

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

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

ARTICLE XV

AMENDMENT OF DECLARATION

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

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9999 West North Avenue, Milwaukee, Wisconsin 53226, as registered agent for Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

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

ARTICLE XVIII

SEVERABILITY

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

Dated at Milwaukee, Wisconsin, this 19th day of December, 1973.

J. J. DEVELOPMENT CO.,
a Limited Partnership

by SILENO DEVELOPMENT, INC.,
General Partner

By: /s/ Joseph Sileno
President

Signature of Joseph Sileno, President of Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership, authenticated this 19th day of December, 1973.

/s/ Mary Bramer

Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. _____
Notary Public, Milwaukee County, Wisconsin
My Commission Expires December 1, 1974

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

CONDOMINIUM WARRANTY DEED

THIS DEED, made between SILENO CONSTRUCTION, INC., a Wisconsin Corporation, Grantor,

and _____

_____, Grantee:

WITNESSETH: That the said Grantor, for valuable consideration, conveys and WARRANTS to Grantee the following described real estate in Milwaukee County, State of Wisconsin, to-wit:

Unit No._____ and related basement storage room, water heater and inside garage stall and so much of an undivided interest in the unit common areas and general common areas and facilities as provided for in the hereinafter-mentioned Declaration in VILLA DU COUR, a Condominium Stage_____created under the Unit Ownership Act of the State of Wisconsin by Declaration recorded _____, 19____, in the office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel _____, Image _____, as Document No. _____. Incorporated herein by this reference is the real estate described in and subject to said Declaration. The post office address of the above Unit is _____.

This conveyance is made expressly subject to the Declaration referred to above: the Articles and By-Laws of the Villa du Cour Owners Association, Inc., all use and other restrictions and rules and regulations contained in, promulgated or to be promulgated under said Declaration, Articles and By-Laws; and all amendments made or to be made to said Declaration, Articles and By-Laws, including such restrictions, conditions, amendments and limitations as have been imposed as a condition of planned development by the City of Milwaukee.

Grantee, by acceptance of this Deed, agrees and binds himself, his personal representatives, heirs and assigns, to all of the terms, conditions and provisions of said Declaration, Articles and By-Laws and all amendments made or to be made to said Declaration, Articles and By-Laws.

Exceptions to warranties: the matters set forth above, to which this conveyance is expressly subject; municipal and zoning ordinances; and other easements, if any, of record.

Executed at Milwaukee, Wisconsin, this_____day of_____, 19____.

SILENO CONSTRUCTION, INC.

_____
President

_____
Secretary

Signature of_____President and_____Secretary of Sileno Construction, Inc., authenticated this_____day of_____, 19____.

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

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

CONSENT

FOR AND IN CONSIDERATION of the execution and delivery of this Deed and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee joins in the execution hereof for the purpose of, for himself and his personal representatives, heirs and assigns of the Unit herein described, consenting and agreeing to the adjustment in the percentage of undivided interest in the general common areas and facilities pertaining to such Unit as provided for in the Declaration referred to herein, if, as and when additional property is submitted to said Declaration; and Grantee does hereby constitute and appoint and authorizes and empowers Grantor or its successors, as the Lawful Attorney in Fact for Grantee, his personal representatives, heirs and assigns of the Unit herein described, to execute and deliver such instruments, if any, as may be required by law to effectuate the foregoing. The consent, agreement and Power of Attorney herein granted is coupled with an interest in the Unit described in this Deed and shall be irrevocable through December 31, 1982, after which date it shall automatically terminate.

Executed at _____, this _____ day of _____, 19____.

_____
Grantee

_____
Grantee

Signatures of _____
authenticated this _____ day of _____, 19____.

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

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

SILENO CONSTRUCTION, INC.

CONDOMINIUM
WARRANTY
DEED

Return to:

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
VILLA DU COUR – STAGE I

This Amendment to the Declaration of Condominium of Villa du Cour – Stage I is made by Sileno Construction, Inc., a Wisconsin Corporation, as assignee of J. J. Development Co., a limited partnership, for the purpose of amending recorded instruments to reflect the actual construction which has or will occur in the course of development under the authority granted either in the declaration or the amendments thereto, and

WHEREAS, the Declaration of Condominium – Stage I was filed in the office of the Register of Deeds of Milwaukee County on June 14, 1974, in Reel 764, Images 1431 to 1447 inclusive, as Document No. 4815800, and

WHEREAS, the said Declaration of Condominium – Stage I was amended on November 22, 1974, to permit changes in the height, size, design and floor plans of Building 3B, said amendment being filed in the Office of the Register of Deeds of Milwaukee County, on November 25, 1974, in Reel 822, Images 1876 to 1877, inclusive, as Document No. 4884081, and

WHEREAS, the said Declaration of Condominium – Stage I was amended on April 26, 1976, to authorize an increase to eight in the number of buildings in the entire development, said amendment being filed in the office of the Register of Deeds of Milwaukee County, on April 27, 1976 in Reel 923, Image 1389, as Document No. 4996544, and

WHEREAS, Building 3B referred to in the Declaration has not been constructed, and

WHEREAS, the developer now intends to construct a Building to be designated as Building No. 7 with 30 units in lieu of said Building 3B, and

WHEREAS, the plan of development authorized and prescribed by the City of Milwaukee for the condominium development has been duly amended, and

WHEREAS, the effect of this change will be to reduce the number of units in Stage I by two, and

WHEREAS, it is necessary to establish restrictions on the uses of Building 7, and

NOW, THEREFORE, the said Sileno Construction, Inc., a Wisconsin Corporation as assignee of J. J. Development Co., a limited partnership, for the condominium development, does hereby amend Article I, Articles III, IV, and Paragraphs 2, 4 and 12 of Article VIII and Exhibits A and D of the Declaration of Condominium so that, as amended, such Articles shall read:

AMENDED ARTICLES

ARTICLE I – DIVISION OF DESCRIBED REAL PROPERTY

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

1. Ninety-eight (98) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the ninety-eight units located in three multi-family buildings (two buildings three stories and basement in height bearing the numbers 9002 West Lisbon Avenue with 36 dwelling units and 3765 North 88th Street with 30 dwelling units; the other building two stories and basement in height bearing number 9034 West Lisbon Avenue with 32 dwelling units) with patios (for units at ground level) or balcony (for units above ground level) and one inside parking stall and a storage locker situated in the basement of the building in which the dwelling units exists. The boundaries of each of the 98 units within the three multi-family buildings are:

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

2. Three (3) separate additional parking stalls in Building No. 4, as designated on Exhibit B, as parking stalls, A, B and C. Six (6) separate additional parking stalls in Building No. 3A, as designated on Exhibit C, as parking stalls, A, B, C, D, E and F. Four (4) separate additional parking stalls in Building No. 7, as designated on Amended Exhibit D, as parking stalls, A, B, C, and D.

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

4. A free hold estate in the "unit common areas and facilities". Such term "unit common areas and facilities" includes the entrance foyers and lobbies, hallways, staircases, elevator, atrium courtyard (which is meant to include, walks, landscaping, fountains, exterior entry doors, metal railings, mason walls, planters that are pertinent only to the atrium building), basement (except for storage lockers). Such "unit common areas and facilities" are reserved for the exclusive use of the Owners of the Units in a particular building bearing the same address to which they are appurtenant.

ARTICLE III – DESIGNATION OF UNITS

The ninety-eight (98) separate units hereby established for separate conveyance consist of one building with thirty-six units bearing one address, one building with thirty-two units bearing one address, and one building with thirty units bearing one address as follows:

Building No. 3A 9034 West Lisbon Ave.	Building No. 7 3765 North 88th St.	Building No. 4 9002 West Lisbon Ave.
Unit 9034-1	Unit 3765-101	Unit 9002-101
Unit 9034-2	Unit 3765-102	Unit 9002-102
Unit 9034-3	Unit 3765-103	Unit 9002-103
Unit 9034-4	Unit 3765-104	Unit 9002-104
Unit 9034-5	Unit 3765-105	Unit 9002-105
Unit 9034-6	Unit 3765-106	Unit 9002-106
Unit 9034-7	Unit 3765-107	Unit 9002-107
Unit 9034-8	Unit 3765-108	Unit 9002-108
Unit 9034-9	Unit 3765-109	Unit 9002-109
Unit 9034-10	Unit 3765-110	Unit 9002-110
Unit 9034-11	Unit 3765-201	Unit 9002-111
Unit 9034-12	Unit 3765-202	Unit 9002-112
Unit 9034-13	Unit 3765-203	Unit 9002-201
Unit 9034-14	Unit 3765-204	Unit 9002-202
Unit 9034-15	Unit 3765-205	Unit 9002-203
Unit 9034-16	Unit 3765-206	Unit 9002-204
Unit 9034-17	Unit 3765-207	Unit 9002-205
Unit 9034-18	Unit 3765-208	Unit 9002-206
Unit 9034-19	Unit 3765-209	Unit 9002-207
Unit 9034-20	Unit 3765-210	Unit 9002-208

Building No. 3A	Building No. 7	Building No. 4
Unit 9034-21	Unit 3765-301	Unit 9002-209
Unit 9034-22	Unit 3765-302	Unit 9002-210
Unit 9034-23	Unit 3765-303	Unit 9002-211
Unit 9034-24	Unit 3765-304	Unit 9002-212
Unit 9034-25	Unit 3765-305	Unit 9002-301
Unit 9034-26	Unit 3765-306	Unit 9002-302
Unit 9034-27	Unit 3765-307	Unit 9002-303
Unit 9034-28	Unit 3765-308	Unit 9002-304
Unit 9034-29	Unit 3765-309	Unit 9002-305
Unit 9034-30	Unit 3765-310	Unit 9002-306
Unit 9034-31		Unit 9002-307
Unit 9034-32		Unit 9002-308
		Unit 9002-309
		Unit 9002-310
		Unit 9002-311
		Unit 9002-312

The units are further described in Amended Exhibit A, Exhibit B, Exhibit C, and Amended Exhibit D attached hereto and made part hereof.

The inside parking stall and storage locker appurtenant to each unit bears the same number as the unit except for the three additional parking stalls in Building No. 4 designated as A, B and C on Exhibit B, except for the six (6) additional parking stalls in Building No. 3A designated as A, B, C, D, E and F on Exhibit C, and except for the four additional parking stalls in Building No. 7 designated as A, B, C, and D on Amended Exhibit D.

The building designated as No. 3A and bearing the address 9034 West Lisbon Avenue is two stories in height, of wood frame construction with a combination outside finish of brick veneer and wood. Of the thirty-two dwelling units in Building No. 3A, sixteen have all rooms in a unit on a single level and sixteen have the rooms on two levels. All dwelling units are accessible only from the outside as are the underground parking stalls. The buildings designated as No. 4 and No. 7 and bearing the addresses 9002 West Lisbon Avenue and 3765 North 88th Street, are three stories in height with elevators, a closed circuit television security system, and an exterior of brick veneer with wood trim.

All buildings have basements which contain automobile parking stalls and storage lockers with one stall and one locker for each dwelling unit and each building has additional parking stalls as described above. Each building has an intercommunication system. All dwelling units are electrically heated and air conditioned, are carpeted, have a separate electric water heater, washer-dryer combination, range, dishwasher, garbage disposal, refrigerator, and electrical fixtures.

ARTICLE IV – DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of common interest in the unit common areas to each dwelling unit shall be 1/32 for the dwelling units in Building No. 3A (9034 West Lisbon Avenue), 1/36 for the dwelling units in Building No. 4 (9002 West Lisbon Avenue), and 1/30 for the dwelling units in Building No. 7 (3765 North 88th Street). The fraction of common interest in the general common areas shall be 1/98 upon completion of the first stage. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/236. Ownership of a separate additional parking stall shall not in itself result in an interest in the unit or general common areas and carries no right of membership in the Owners Association or any right of vote in respect thereto.

ARTICLE VIII – RESTRICTION ON USE AND TRANSFER

2. No owner of a unit in the buildings designated as No. 3A address 9034 West Lisbon Avenue and No. 7 address 3765 North 88th Street, shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes children less than fourteen (14) years of age or more than two (2) children fourteen (14) years of age or over.

4. No animals or birds shall be permitted within the condominium units except that a single pet, either a domestic pet dog, cat or caged bird of a maximum dimension in height of less than fourteen (14) inches may be kept in the units in the building designated No. 3A, address 9034 West Lisbon Avenue, bearing the numbers 17 thru 24. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. A permitted pet shall not be allowed at large and shall be under control of a person when outside the unit of its owner and shall be walked only in designated open areas and all droppings must be picked up and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriated in the circumstances.

12. Each of the ninety-eight (98) separate designated and legally described freehold estates shall consist of the following elements (a) the space within the condominiums of each of the ninety-eight (98) units, (b) the patio or balcony, (c) separate storage locker, (d) electric water heater, and (e) inside-automobile parking space. Each is indivisible and inseparable into elements and no owner shall have the power or right to separately transfer or assign any element of the said separate designated and legally described freehold estate, except for parking stalls, A, B and C in Building No. 4 which may be separately transferred or assigned to the owner of any unit in Building No. 4, except for parking stalls, A, B, C, D, E and F in Building No. 3A which may be transferred or assigned to the owner of any unit in Building No. 3A, and except for parking stalls A, B, C and D in Building No. 7 which may be separately transferred or assigned to the owner of any unit in Building No. 7.

AMENDED EXHIBITS

The Amended Exhibits A and D to replace the Exhibits A and D attached to the original declaration shall be in the form attached hereto and identified as Amended Exhibit A and Amended Exhibit D.

Dated at Milwaukee, Wisconsin, this_____day of_____, 1977.

SILENO CONSTRUCTION, INC., a Wisconsin Corporation, assignee of J. J. Development Co., a limited partnership

By:_____
Joseph Sileno, President

_____
Joseph P. Sileno, Jr., Secretary

Signature of Joseph Sileno, President and Joseph P. Sileno, Jr., Secretary of Sileno Construction, Inc., authenticated this_____day of_____, 1977.

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

This instrument was drafted by
Tom E. Hayes, Attorney

viz._____