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DECLARATION OF CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

HAWKS GLEN CONDOMINIUM

Recording Area

Name and Return Address

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HAWKS GLEN CONDOMINIUM

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EXHIBIT B - Address of Units

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made as of the Effective Date as set forth below by JT Developers, LLC f/k/a JT Developers & Consultants, LLC., a Wisconsin limited liability company (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that Declarant is the sole owner of the Land (as defined in Section 2.02 below), together with all improvements located thereon and all easements, rights and appurtenances pertaining thereto including, but not limited to, the right of ingress and egress on and over the private drive extending to and through the Land from Highland Avenue (collectively the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"). All provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to Declarant and Declarant's successors and assigns, and as to all parties hereafter having any interest in the Property.

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration is "Hawks Glen Condominium" (the "Condominium").

2.02. Legal Description. The land comprising the Property (the "Land") is located in the City of Fort Atkinson, County of Jefferson, State of Wisconsin, and is legally described in attached Exhibit A which is incorporated herein by reference.

2.03. Address. The Condominium is located on Highland Avenue in Fort Atkinson, Jefferson County, Wisconsin, as more particularly shown in the Condominium Plat (as defined below). The street address in Fort Atkinson, Wisconsin 53538 of each Unit of the Condominium is set forth in attached Exhibit B which is incorporated herein by reference.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of twenty-six (26) units (individually a "Unit" and collectively the "Units") located in the thirteen (13) buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit C and incorporated herein by reference (the "Condominium Plat"). The Condominium Plat shows the location of each Building to be located on the Land and the basic Floor Plan and Foundation Plan for each Unit. The Units shall be

identified as Units 1 through 26, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to in this Declaration as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit (including the basement) extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03. Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, internet, stereo and other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical and/or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") include the following:

(a) The Land;

(b) The paved driveway, private streets and pedestrian walkways, if any, situated on the Land including, but not limited to, the private drive extending from Highland Avenue to serve all Units in the Condominium;

(c) The foundations, columns, pilasters, girders, beams, front balconies, supports and main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above;

(f) Clubhouses, meeting rooms and similar amenities, if any, constructed within the Condominium for the common use and enjoyment of Unit Owners; and

(g) Mailbox islands.

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, driveways, steps, stoops, decks and patios attached to, leading directly to or from, or adjacent to each Unit; and

(b) The lawn area and parking spaces adjacent to each Unit which is identified on the Condominium Plat as Limited Common Elements and designated and reserved for each Unit.

4.03. Conflict Between Boundaries..

(a) If (i) any portion of the Common Elements encroaches upon any Unit or the Limited Common Elements of a Unit, (ii) any portion of the Limited Common Elements of a Unit encroaches upon another Unit and/or the Limited Common Elements of another Unit or (iii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements (collectively an "Encroachment") as a result of minor adjustments made during initial construction of a Unit and/or thereafter during the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units, Limited Common Elements and/or Common Elements shall be conclusively presumed to be the boundaries of such Units, Limited Common or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any Encroachment as set forth in Section 4.03(a) above should occur at any time, then a valid easement for said Encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such Encroachment or easement materially impairs any Unit Owner's reasonable use and/or enjoyment of the Unit owned by said Unit Owner, the Limited Common Elements serving said Unit Owner's Unit and/or the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such Encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the date on which any such Encroachment is discovered or reasonably could have been discovered through a diligent visual inspection of the area affected by said Encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units, Limited Common Elements and/or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Until such time as this Declaration is amended to provide for a different undivided percentage interest for each Unit (including, but not limited to, reallocation of the undivided percentage interests as provided in Section 7.02 and/or Section 10.07 below), each Unit's undivided percentage interest shall be 3.846%.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. The vote of each Unit at meetings of the Association (as defined in Section 6.01 below) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the "Hawks Glen Condominium Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

6.02. Declarant Control. Notwithstanding the provisions of Section 6.01 above or any other provision of this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been conveyed to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, the Declarant under this Declaration through its duly authorized agent. After a Unit has been conveyed to any person other than the Declarant, except as provided in Section 6.03 below, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years after the date on which the first Unit is conveyed to any Unit Owner other than the Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, or (c) thirty (30) days after the Declarant's election to waive its right of control.

6.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting and, at said meeting, the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting and, at said meeting, the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 6.02 and this Section 6.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the number of Units set forth in Section 3.01 above.

6.04. Maintenance and Repairs.

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for snow plowing all sidewalks, driveways, private streets and parking areas (including any such areas located within the Common Elements and any such areas located in the Limited Common Elements serving a Unit); for the maintenance, repair and replacement of all outdoor amenities including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas located within the Common Elements and in any Limited Common Element serving a Unit; and for the maintenance, repair and replacement of any clubhouses, meeting rooms and similar amenities, if any, constructed within the Condominium for the common use and enjoyment of Unit Owners. Any repair or replacement made by the Association to the Limited Common Elements serving a particular Unit may be assessed against the Unit Owner of said Unit in the manner set forth in Section 6.07 below.

(b) **Units.** Each Unit Owner shall be responsible for the maintenance, repair and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables and conduits designed or used in connection with such electrical, heating or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01 below. Each Unit Owner shall also be responsible for the general cleanliness and presentability of the Limited Common Elements reserved for the exclusive use of that Unit Owner's Unit. Each Unit and the Limited Common Elements serving the Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit (including the Limited Common Elements serving said Unit) for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owner(s) of such Unit, shall have the right to correct such condition or to restore the Unit and/or the Limited Common Element to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit and/or Limited Common Element for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration. Any such costs, if paid by the Association, may be levied against the Unit as a Special Assessment under Section 6.07.

6.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 6.04 above, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for landscaping and lawn care, snow shoveling and plowing, improvements to

the Common Elements, common grounds security lighting, municipal utility services provided to the Common Elements, trash collection, maintenance and management salaries and wages, and real estate taxes and insurance on the Common Elements. Real estate taxes, insurance and other expenses pertaining to an individual Unit shall be the responsibility of the Unit Owner and such shall not be Common Expenses.

6.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the each Unit and Unit Owner(s) shall be assessed in proportion to the Unit's percentage interest in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association as set forth in Section 6.02 above and in accordance with Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by the Declarant. However, during the period of Declarant control, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover the total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

6.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Units and Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05 below, for defraying the cost of improvements to the Common Elements, for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 above and Article XIII below, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed

within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06 below, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interest in the Common Elements or may be used for any other purpose as the Association may determine.

6.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

7.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within said Unit Owner's Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

7.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association's cost of application review and documentation including, without limitation, any and all engineering, surveying and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(a) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each Modified Unit (the "Modified Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Modified Unit, and the denominator of which is the square footage of both Modified Units. The product is the new percentage interest for the Modified Unit.

Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(b) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(c) In the case of the merger of two or more Units (the "Combined Unit"), the percentage interests appurtenant to the Combined Unit shall be the combined percentages of the Units from which the Combined Unit was created. Furthermore, votes in the Association appurtenant to the Combined Unit shall be the combined votes of the Units from which the Combined Unit was created.

(d) An amendment to the Declaration or the Condominium Plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

7.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. A Unit Owner may engage in a home occupation within a Unit, subject to and in accordance with the Rules and Regulations adopted from time to time by the Board of Directors of the Association. No other business may be conducted from any Unit, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility or sales office. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional library in his or her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 7.03 shall authorize the maintaining of an office within a Unit at which significant noise or traffic is generated on or about the Condominium.

7.04. Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

7.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(a) The term of any such lease shall not be less than four (4) months;

(b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 7.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

7.06. Signs. Except as expressly authorized herein, no sign of any kind shall be displayed to the public view on any Unit without the prior written approval of the Association and, if Declarant owns at least one Unit, the Declarant. Signs for yard sales, rummage sales and similar events shall limited to the duration of said event (not to exceed two days) and any such sign shall be placed only in the area adjacent to the Unit at which said event is held. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the marketing and sale of Units by Declarant and/or Declarant's agent(s).

7.07. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. Removal of garbage and waste shall be subject to Rules and Regulations adopted by the Board of Directors of the Association.

7.08. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

7.09. Pets. Pets are permitted in accordance with the applicable Rules and Regulations, as adopted and/or amended from time to time by the Board of Directors of the Association.

7.10. Landscaping. Unit Owners are prohibited from landscaping and/or planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association.

ARTICLE VIII

INSURANCE

8.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies and personal property and, further, if the Board of Directors so determines in its sole and exclusive discretion, blanket fire, casualty and special form insurance coverage for all Units in the Condominium. The fire, casualty and special form coverage obtained and maintained by the Association as provided above shall be for the full replacement value of the property so covered, less a reasonable deductible as determined by the Board of Directors in its sole and exclusive discretion. Each Unit Owner shall obtain and maintain fire, casualty and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof and for all contents and personal property of said Unit Owner on the premises in such amounts said Unit Owner deems appropriate and, further, to the extent coverage on the Unit is not obtained and maintained by the Association as provided above, for said Unit Owner's Unit for the full replacement value of said Unit. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The Association shall have the right to require each Unit Owner to provide a certificate of insurance and/or other evidence of the existence of

insurance coverage that is required to be maintained by said Unit Owner as provided herein. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to said Unit Owner's Unit. The policy maintained by the Association shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for the insurance obtained and maintained by the Association as provided herein shall be Common Expenses; provided, however, that the Board of Directors of the Association in its sole and exclusive discretion may assess against a Unit Owner and Unit in the manner set forth in Section 6.07 above any portion of said premiums attributable to said Unit that is in excess of the premiums attributable to other Units in the Condominium. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX. Nothing contained in this Section 8.01 shall be construed to prohibit a Unit Owner from obtaining and maintaining insurance coverage on said Unit Owner's Unit in excess of any coverage obtained and maintained by the Association.

8.02. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association and its officers and directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be established from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association and its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Nothing contained in this Section 8.02 shall be construed to prohibit a Unit Owner from obtaining and maintaining liability insurance coverage insuring said Unit Owner and/or on said Unit Owner's Unit in excess of any liability coverage obtained and maintained by the Association hereunder.

8.03. Fidelity Insurance. Subsequent to the conveyance by Declarant of the first Unit or at any time thereafter, the Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

8.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by

either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining the insurance coverage required under this Article VIII.

8.05. Standards for All Insurance Policies. All insurance policies provided under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE IX

RECONSTRUCTION, REPAIR OR SALE UPON DAMAGE OR DESTRUCTION

9.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the Association shall promptly undertake to reconstruct or repair the damaged Common Elements. If the cost of any such repair to or reconstruction of the damaged Common Elements exceeds available insurance proceeds, said excess cost shall be addressed and resolved as set forth in Section 9.05 below. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent and authorization to the Association to repair or reconstruct any damaged or destroyed Common Elements as described herein. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issues of whether to repair or reconstruct and/or the manner in which any such excess costs are to be paid shall be determined by a majority of the Unit Owners entitled to vote on said issues as provided in Article V above.

9.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the damaged Common Elements, unless (a) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (b) the Board of Directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and the Association shall promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged property has been completely restored or repaired as set forth in Section 9.06.

9.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, the Board of Directors of the Association shall determine whether said deficiency is properly treated as a Common Expense to be shared by all Unit Owners in proportion to each Unit Owner's percentage interest in the Common Elements or assessed as a Special Assessment against the Unit and Unit Owner(s) of each Unit affected by any such damage or destruction or some combination thereof, said determination to be in the reasonable discretion of the Board of Directors, subject to any challenge as set forth in Section 9.01 above. If the repair or restoration is to be completed, a Special Assessment shall be made against all Unit Owners or the Unit Owners affected thereby, as appropriate, in sufficient amounts to provide funds for the payment of such costs. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

9.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE X

CONDEMNATION

10.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interest in the Common Elements.

(c) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

10.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

10.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

10.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall promptly obtain reliable and detailed estimates of the cost to rebuild.

10.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction of the Common Elements by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

10.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

10.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XI

MORTGAGEES

11.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars ($20,000).

11.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

11.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than twelve (12) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first Mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant or its successors or assigns shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for

Jefferson County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at said Unit Owner's address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Fort Atkinson or the County of Jefferson to enforce any zoning codes, ordinances, regulations or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter the petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages or both; provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement and, second, pro rata to the owners of the Units damaged by the violation. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right (but not the obligation) to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws and/or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIV

GENERAL

14.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the City of Fort Atkinson and County of Jefferson or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in the Unit Owner's Unit and/or the Limited Common Elements serving said Unit and threatening another Unit or said other Unit's Limited Common Elements or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in said Unit Owner's Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result by delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to a Unit Owner(s) of an individual Unit or Units for cause in the discretion of the Board of Directors.

14.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 14.06 below. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged said secretary's duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with said secretary.

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

14.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the

Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements and Limited Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Timm J. Mepham whose address is 411 Madison Avenue, Fort Atkinson, WI 53538. The resident agent may be changed by the Association in any manner permitted by law.

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

14.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and/or the Rules and Regulations, this Declaration shall control over the Articles, Bylaws and Rules and Regulations; the Articles shall control over the Bylaws and the Rules and Regulations; and the Bylaws shall control over the Rules and Regulations.

14.09. Arbitration / Resolution of Disputes. The Board of Directors of the Association, in its sole and exclusive discretion, may submit any dispute, controversy or claim (collectively a "Dispute") to enforce this Declaration and/or the rights of the Association as provided in Article XIII above (collectively an "Enforcement Proceeding") to arbitration pursuant to this Section 14.09. Any Dispute (other than Enforcement Proceedings submitted by the Board of Directors to arbitration as provided herein) arising from or relating to this Declaration, the Articles or Bylaws of the Association, and/or any Rules and Regulations adopted by the Association, that involves an amount in dispute that falls within the jurisdictional limit of the small claims court of Jefferson County, Wisconsin shall be resolved in said small claims court unless otherwise agreed by the parties to the Dispute. All other Disputes (including Disputes submitted by the Board of Directors to arbitration as provided herein) arising from or relating to this Declaration, the Articles or Bylaws of the Association, and/or any Rules and Regulations adopted by the Association, that involves an amount in dispute that exceeds the jurisdictional limit of the small claims court of Jefferson County, Wisconsin shall be resolved by an arbitrator(s) to be selected as provided in this Section 14.09 below. The party requesting the arbitration shall submit a written request for arbitration to the Association and to all other parties involved in the Dispute within ninety (90) days after discovery of the circumstances giving rise to said Dispute. The submission of the Dispute to arbitration and the arbitration proceeding shall be governed by and subject to Chapter 788 of the Wisconsin Statutes, as amended and/or renumbered from time to time. Except as modified herein or as otherwise agreed by the parties to the Dispute, the arbitrator(s) shall follow the Arbitration Rules for the Real Estate Industry adopted by the American Arbitration Association in connection with the administration of the arbitration proceeding. The arbitration proceeding shall be held at a mutually acceptable time

and on a mutually acceptable date in Fort Atkinson, Wisconsin not more than sixty (60) days after the selection of the arbitrator(s). The expenses of witnesses for either party to the Dispute shall be paid by the party producing such witnesses and, subject to the provisions of Article XIII above pertaining to recovery of attorneys fees and costs, each party to the Dispute shall bear said party's attorneys fees and costs pertaining to the arbitration proceeding. Any and all attorneys fees and costs incurred by the Association shall be a Common Expense. All other expenses of the arbitration proceeding, including required travel and other expenses of the arbitrator(s) and any witness and the cost of any proof produced at the direct request of the arbitrator(s) shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator(s) in the award assesses such expenses or any part thereof against any specified party or parties. If the Association is not a party to the Dispute, the Board of Directors of the Association shall name a proposed arbitrator. If the parties to the Dispute do not accept the arbitrator proposed by the Board of Directors (or if the Association is a party to the Dispute) and the parties cannot otherwise agree on a single arbitrator within thirty (30) days after receipt of the request for arbitration, then each party to the Dispute shall select an independent and qualified arbitrator and the two arbitrators so selected shall select a third arbitrator within fifteen (15) days thereafter. The three (3) arbitrators so selected shall resolve the Dispute by majority vote. The decision of the arbitrator(s) shall be conclusive and binding upon all parties to the arbitration proceeding and judgment on any award rendered by the arbitrator(s) may be entered in any federal or state court of competent jurisdiction.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant, by Declarant's duly authorized and acting representatives, has caused this Declaration to be executed this 26 day of May, 2006 (the "Effective Date").

JT Developers, LLC.

By: _____
James G. Buchta, Member

By: _____
Timm J. Mepham, Member

Acknowledgment

STATE OF WISCONSIN)
) ss
COUNTY OF JEFFERSON_)

Personally came before me this 26th day of May, 2006, the above-named James G. Buchta and Timm J. Mepham as Members of JT Developers, LLC., a Wisconsin limited liability company, who acknowledged the foregoing Declaration for the purposes recited therein on behalf of said entity.

_____
Name: MICHAEL E. GRUBB
Notary Public, State of Wisconsin
My Commission: PERMANENT

THIS DOCUMENT WAS DRAFTED BY:

Attorney Michael E. Grubb
Brennan, Steil & Basting, S.C.
P.O. Box 1148
Janesville, WI 53547-1148

00181107.DOC

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by JT Developers & Consultants, LLC. to the undersigned recorded in the office of the Register of Deeds of Jefferson County, Wisconsin on Jan. 20, 2006 as Document No. 1193025 does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms of the foregoing Declaration.

Dated this 23 day of May, 2006.

PremierBank

By: _____

Name: David P. Bienfang

Its: President

Acknowledgment

STATE OF WISCONSIN)
) ss
COUNTY OF JEFFERSON)

Personally came before me this 23rd day of May, 2006, the President of PremierBank, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

_____

Print Name: Debra L. Hale

Notary Public, State of Wisconsin

My Commission: Expires October 12, 2008

EXHIBIT A
TO
DECLARATION OF CONDOMINIUM OF
HAWKS GLEN CONDOMINIUM

Legal Description of Property

Lot 65, FIRST ADDITION TO HIGHLAND HEIGHTS in the SW1/4 of Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin.

Containing 235,189 square feet

Tax Parcel No. 226-0514-1031-015

EXHIBIT B
TO
DECLARATION OF CONDOMINIUM OF
HAWKS GLEN CONDOMINIUM

Address of Units

Unit Number	Street Address
1	200 Heritage Drive
2	202 Heritage Drive
3	208 Heritage Drive
4	210 Heritage Drive
5	216 Heritage Drive
6	218 Heritage Drive
7	224 Heritage Drive
8	226 Heritage Drive
9	232 Heritage Drive
10	234 Heritage Drive
11	240 Heritage Drive
12	242 Heritage Drive
13	248 Heritage Drive
14	250 Heritage Drive
15	256 Heritage Drive
16	258 Heritage Drive
17	264 Heritage Drive
18	266 Heritage Drive
19	265 Heritage Drive
20	263 Heritage Drive
21	257 Heritage Drive
22	255 Heritage Drive
23	211 Heritage Drive
24	209 Heritage Drive
25	203 Heritage Drive
26	201 Heritage Drive

EXHIBIT C
TO
DECLARATION OF CONDOMINIUM OF
HAWKS GLEN CONDOMINIUM

Condominium Plat

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by:

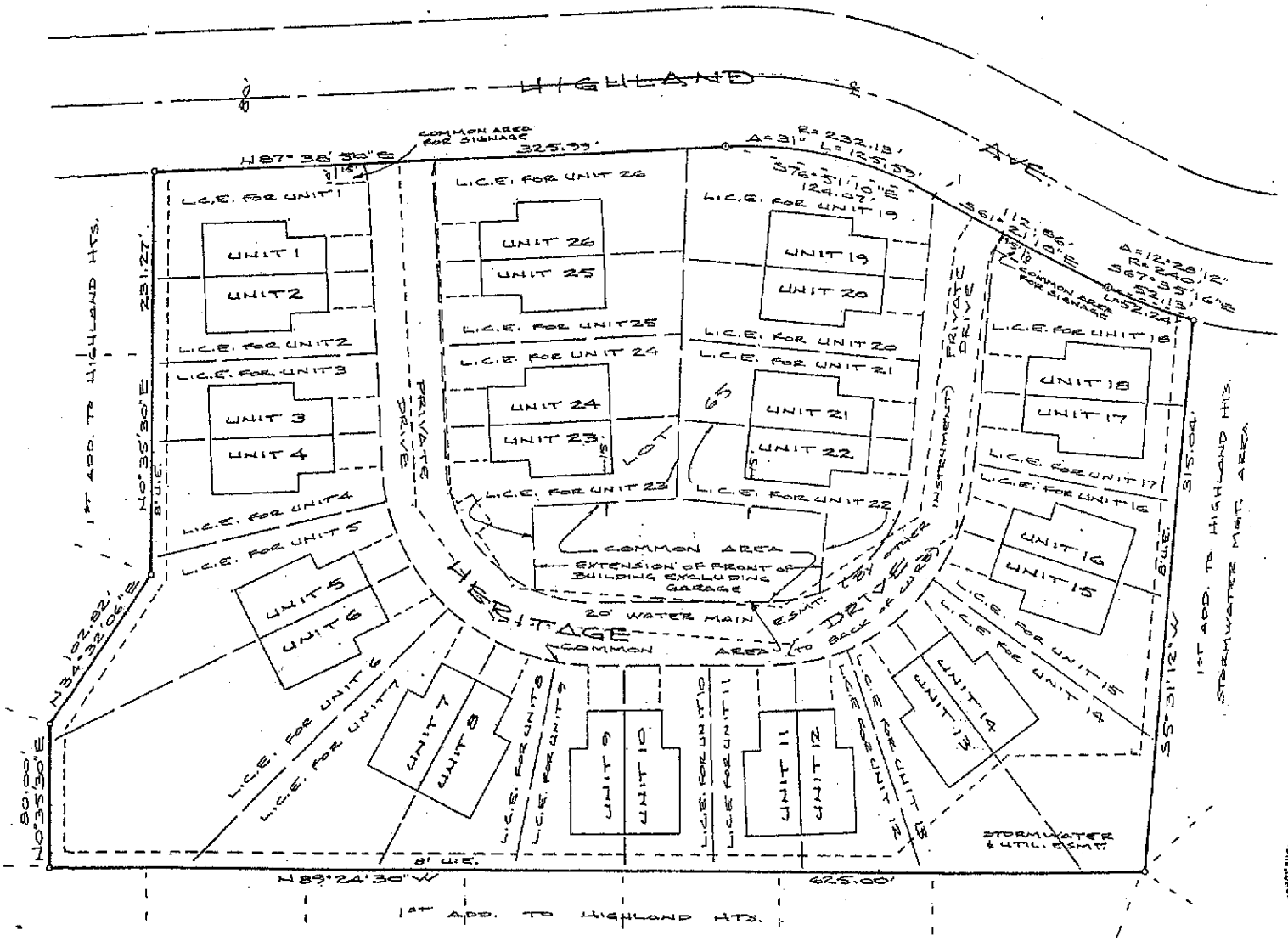
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000035

HAWKS GLEN CONDOMINIUM

Jefferson County, WI

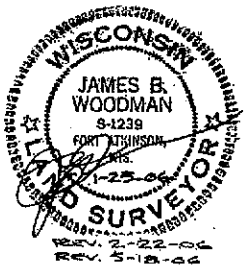
B-32







- ⊙ Found 1¼" Iron Rod
- ○ Found ¾" Iron Rod



000036

B-33

HAWKS GLEN CONDOMINIUM

Jefferson County, WI

NOTES:

All units are proposed to be constructed.

Sheets 3 and 4 are floor plans prepared by others. Although the basic design will remain the same, the size of the units may be altered somewhat.

Attached decks and sun rooms are optional and will be part of the unit if constructed.

All lines dividing limited common element (L.C.E.) areas extend from the exterior plat lines to the back of curb, equidistant from each building, excluding any decks or sun rooms. For units 19-26 equidistant from the sides and rear of the buildings and 15 feet southerly and parallel to the south walls of units 22 and 23, excluding any decks or sun rooms. The line between the attached units shall be the center of the common wall and its extension.

No grading or landscaping may take place on L.C.E.'s which will impede or alter the flow of storm water.

This property is subject to any and all easements or agreements either recorded or unrecorded.

The units will be served by public water main and a private sanitary sewer main which connects to the City of Fort Atkinson sewer system.

The common element of this condominium is the land encompassed by the condominium description except the units and limited common elements, (L.C.E.) if any.

ALL DRIVEWAYS WHICH SERVE A UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS FOR THAT UNIT (SEE SECTION 4.03 OF THE DECLARATIONS)

OWNER: JT Developers & Consulting, LLC
c/o Timm Mepham
411 Madison Avenue
Fort Atkinson, WI 53538

SURVEYOR: WOODMAN & ASSOCIATES, S.C.
210 Madison Avenue
Fort Atkinson, WI 53538
(920) 563-8162

This instrument drafted by James B. Woodman

LEGAL DESCRIPTION HAWKS GLEN CONDOMINIUM

Lot 65, FIRST ADDITION TO HIGHLAND HEIGHTS in the SW¼ of Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin, containing 235189 sq. ft.

CERTIFICATION

I, James B. Woodman, Professional Land Surveyor, certify that I have surveyed and mapped the condominium described and pictured hereon. I further certify that this plat is a correct representation of the condominium described and that the identification and location of each proposed building, unit, common element and limited common element can be determined from the plat. I make no certification as to the accuracy of the floor plans of the buildings and units.

Date 1-25-06
REV. 2-22-06
REV. 5-18-06

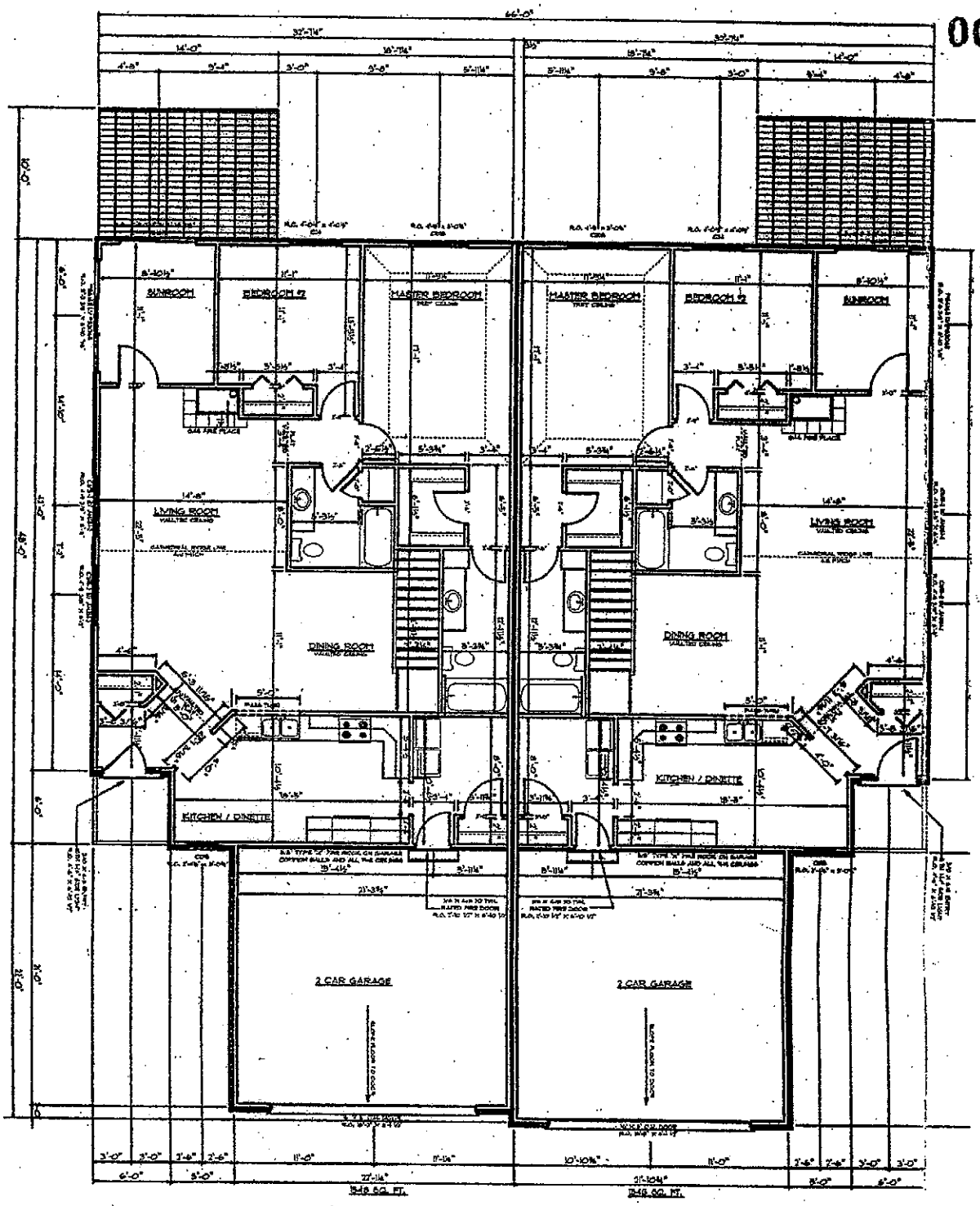
James B. Woodman
Professional Land Surveyor, S-1239

WISCONSIN
JAMES B. WOODMAN
S-1239
FORT ATKINSON, WIS.
LAND SURVEYOR

Received for recording this _____ day of _____, 2006 at _____o'clock ___.M.
And recorded in Volume _____ of Condominium Plats of Jefferson County at pages _____.

Document No. _____

_____
Larry D. Eckert, Register of Deeds

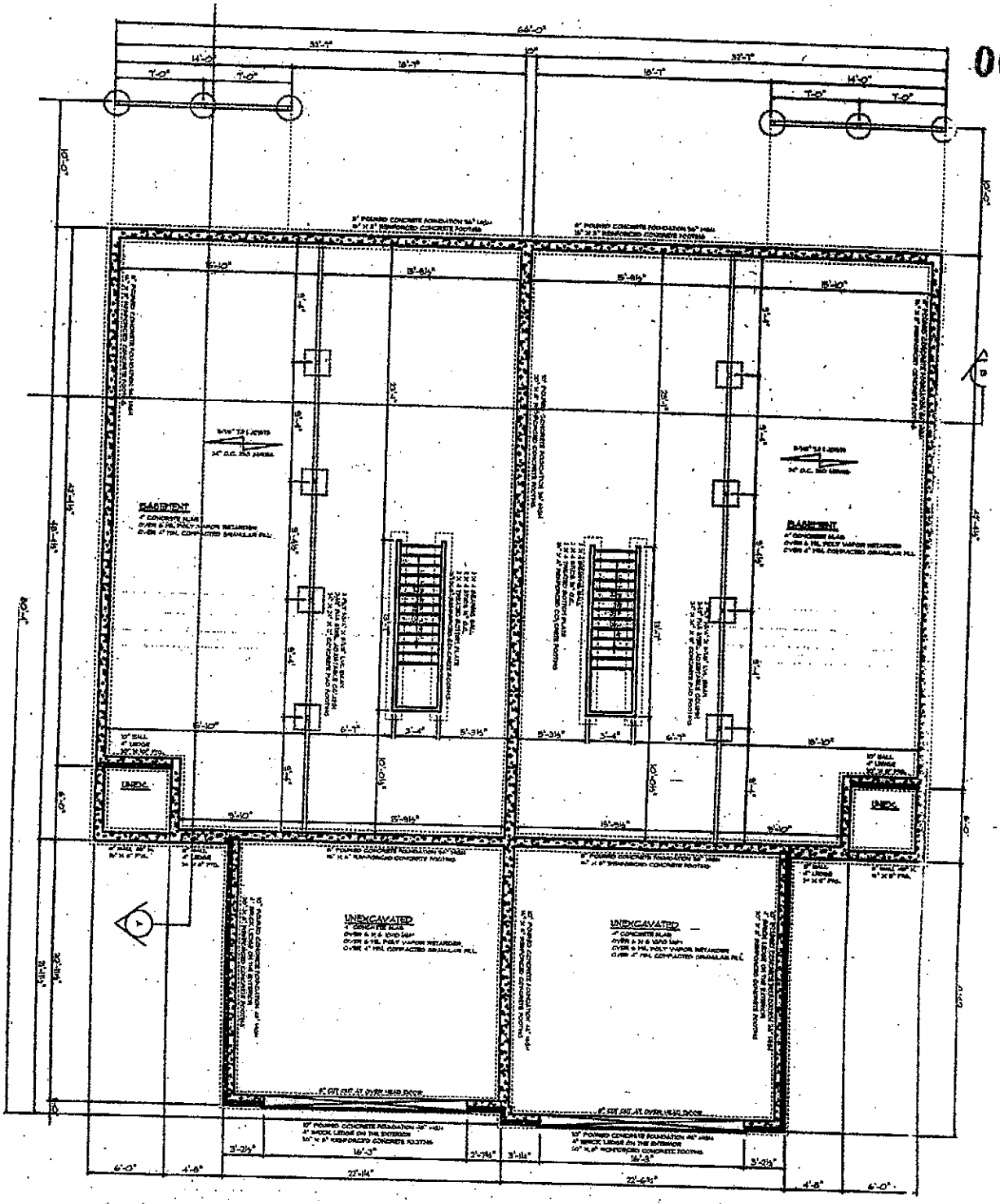


3096 TOTAL SQ. FT.

HAWKS GLEN CONDOMINIUM

Jefferson County
WI

Floor Plan
Scale 1/8" = 1'0"
Sheet 3 of 4



HAWKS GLEN CONDOMINIUM

Jefferson County
WI

Foundation Plan
Scale 1/8" = 1'0"
Sheet 4 of 4