JW PROPERTY MANAGEMENT INC.

Trillium

Declarations

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DECLARATION OF CONDOMINIUM

OF

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS

THIS DECLARATION is made and entered into by Pleasant Prairie Condo, LLC (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon twelve (12) residential multi-family buildings (the "Buildings") containing a total of twenty-four (24) residential dwelling units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "The Trillium Condominium at the Meadowlands." The address of the Condominium is as set forth on attached Exhibit C.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Twenty-four (24) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

c. All windows, window frames, doors, including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Buildings and other improvements located or to be located on the Property are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Buildings located or to be located on the Property and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for utilities. Trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside stoop, deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the planting strip and driveway immediately adjacent and appurtenant to the garage door to each Unit.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/24th undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to the Common Elements shall be shared equally among the owners of the Units for which the Village of Pleasant Prairie has issued an occupancy permit.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as The Trillium Condominium at the Meadowlands Owner's Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of

Directors"). The Board of Directors shall adopt Bylaws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the Bylaws.

3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty-three and one-third percent (33⅓%) of the Board of Directors.

4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the Bylaws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.

6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable.

8. Approvals. The Association, acting through the Board of Directors, may approve or disapprove any proposal submitted to it pursuant to this Declaration, but shall apply one or more of the following criteria in considering any proposal and/or may apply any additional criteria as the Board of Directors deems prudent: (i) matters of access and convenience to other Units; (ii) requiring the written agreement of the owner of the Unit making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring the owner of the Unit to agree, in writing, to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements

resulting from the proposal. The Board of Directors may, at its discretion, impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (i) indicates in writing or (ii) fails to respond within 60 days following the Unit Owner's written submission of a proposal unless prior to the expiration of such period, additional information is requested of the owner by the Board of Directors or the Board of Directors issues its written refusal.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, deck or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

Planting strips adjacent to a Unit, if any, may be planted by the Unit Owner with plants and shrubbery subject to prior Association approval pursuant to Article VI, Section 8.

All outside decks and patios shall be maintained, repaired, or, if necessary, reconstructed, by the owner of the Unit to which it is appurtenant. All costs and expenses of such maintenance, repairs and reconstruction shall be at the sole expense of the Unit Owner to which such Limited Common Element is appurtenant. All plans for such repairs, maintenance, or reconstruction, including painting or staining, shall be first submitted to the Association in the manner described in Article VI, Section 8. The Association shall have the right to restrict colors and materials used.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

4. Decorations; Signs; Patios, Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the

Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the Bylaws.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. 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.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7. Restrictive Covenants.

a. The Declarant hereby covenants that the Condominium Association shall have shared obligation along with the Meadowlands Homeowner's Association, Inc. to maintain the Storm Water Management, Drainage, Access and Maintenance Easement area shown as Outlot 4 in the Meadowlands Addition No. 1 Subdivision and the Meadowlands Subdivision in a functional, neat and nuisance free condition to handle storm water from the Condominium Development and the Meadowlands Addition No. 1 Subdivision. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; clearing and repairing catch basin structures; mowing; and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage easement which blocks, diverts or re-routs the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Declarant, its successors, assigns and successors-in-title of the Units, in their capacity as owners of any such Units, and shall benefit and be enforceable by the Village. The Developer of Meadowlands Subdivision and Meadowlands Addition No. 1 Subdivision shall be relieved of these maintenance obligations pertaining to maintenance activities upon the transfer of said properties to the Meadowlands Homeowner's Association, Inc. which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such drainage maintenance activities, the Condominium Association, the Owners of Lots 1 through 27 in the Meadowlands Subdivision and the Owners of Lots 35 through 42 in the Meadowlands Addition No. 1 Subdivision, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plats for the respective subdivisions and condominium development with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

b. The Declarant hereby covenants that the Condominium Association shall have shared obligation along with the Meadowlands Homeowner's Association, Inc. to maintain the landscape plantings in cul-de-sac island located within 64th Avenue and the 50' Landscape, Berm, Access and Maintenance Easement area along State Trunk Highway 165 in the Meadowlands Subdivision in a clean, mowed, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding; mowing; weeding; re-planting; watering; and removing of trash, debris, leaves and brush in order to prevent a nuisance condition. No driveways, signage, parking areas, structures or fences shall be erected within the cul-de-sac island or on top of the berm which might interfere with the Village' s rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Declarant, its successors, assigns and successors in title of the Units, in their capacity as owners of any such Units, and shall benefit and be enforceable by the Village. The Developer of Meadowlands Subdivision and Meadowlands Addition No. 1 Subdivision shall be relieved of these maintenance obligations pertaining to the maintenance activities in the cul-de-sac and berm area upon the transfer of said properties to the condominium Unit owners and lot owners who then shall perform such maintenance to the satisfaction of the Village, or if such responsibility is transferred to the Meadowlands Homeowner's Association, Inc, then the Meadowlands Homeowner's Association, Inc. shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities, the Condominium Association, the Owners of Lots 1 through 27 in the Meadowlands Subdivision and the Owners of Lots 35 through 42 in the Meadowlands Addition No. 1 Subdivision, shall be liable for any costs which may be incurred by the Village, which the Village any recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the dedications statement on the Final Plat for the respective subdivisions and condominium development with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

c. The Declarant hereby covenants that the Condominium Association shall have the obligation of maintaining the street trees abutting The Trillium Condominium at the Meadowlands Development in 65th and 66th Avenues and 102nd Street rights-of-way as shown on the Final Condominium Plat in a trimmed, maintained and weed-free condition. Such maintenance shall include, without limitation and as needed, watering, staking, trimming and removing of fallen leaves and brush in order to prevent a nuisance condition. Trees which are damaged, dead or dying shall

be replaced as a common expense of the Condominium within 90 days of the trees' removal, weather permitting. No trees shall be removed from the Village's right-of-way without first obtaining the written approval of the Village. There shall be no planting of trees, bushes or shrubs in the Village's right-of-way which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the village may impose approved by the Village. This covenant shall run with the land, shall be binding upon the Unit owners, their successors, assigns, and successors in title of the common open space, in their capacity as owners of any such common open space and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such street tree maintenance activities, the Unit owners shall be liable for any costs which may be incurred by the Village, which the Village may recover from such owners as special assessments or special charges under Section 66.60 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The Bylaws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the Bylaws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act 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. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of

assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which has been issued an occupancy permit by the Village of Pleasant Prairie but is unsold at the end of sixty (60) days from the date of the issuance of the occupancy permit.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable for each Unit on the date an occupancy permit is issued for the Unit by the Village of Pleasant Prairie; provided the monthly installment shall be prorated on a daily basis.

7. Meadowlands Homeowner's Association, Inc. The Property is subject to the Meadowlands Residential Development Declaration of Restrictions, Covenants and Easements recorded in the office of the Register of Deeds for Kenosha County and all amendments thereto. The Property is subject to an assessment by the Meadowlands Homeowner's Association, Inc. in accordance with said Declaration of Restrictions, Covenants and Easements. Said assessments shall be a common expense.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each 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, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. All other leases shall be for terms of not less than six months. Each occupant of a Unit shall comply with all provisions of this Declaration, the Articles of Incorporation, and Bylaws of the Association, and such rules and regulations as may be adopted by the Board of Directors pursuant to this Declaration or the Bylaws and each lease shall provide that a breach of any

of the foregoing shall be deemed a default under the lease. Notwithstanding the foregoing, the Unit owner shall be responsible to the Association and each other Unit owner for any breach of any provision of this Declaration, the Articles of Incorporation, Bylaws, or any rules or regulations caused by an occupant of such owner's Unit and the Association need deal only with the owner and shall not be obligated to address any breach with the offending occupant. Individual rooms in dwelling units contained within a Unit shall not be rented and no transient tenants shall be accommodated.

3. Pets. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium, except that dogs, cats or other small household pets (such as fish, canaries, or parakeets) may be kept in a manner which will not disturb the high type and quality of life and the environment of the Condominium and the Property, provided that no animal shall be kept, bred, or maintained for any commercial purposes. No more than two dogs may be housed, kept, or maintained within any Unit. No pet shall be permitted which causes an unreasonable disturbance. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash and within the presence and control of a person at all times while outdoors. It is not permissible to simply leave a pet unattended on a leash while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. Any and all costs of repairing damage caused by a pet shall be borne by the owner of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Common Elements or Limited Common Elements. No more than one licensed automobile shall be parked overnight in a driveway appurtenant to a Unit on a regular basis. No vans (other than mini-vans) or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association. No playground equipment or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rule or regulation.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

6. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept

in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the Bylaws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the Bylaws.

12. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with The Meadowlands Residential Development Declaration of Restrictions, Covenants and Easements and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). The Meadowlands Residential Development Declaration of Restrictions, Covenants and Easements is dated August 24, 2000, and was recorded in the office of the Register of Deeds for Kenosha County on October 5, 2001, as Document No. 1237584. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

a. Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

b. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements,

but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and 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. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

Unit square footage x 100		Percentage
Total square footage	=	undivided interest
of all Units		in Partition Proceeds

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

b. If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

Unit square footage x 100		
Total square footage of all	=	Percentage of undivided
Units in the Damaged Premises		interest in the deficiency

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or Unit owners (other than the Declarant) of the Units have given their written approval not to reconstruct and repair the Damaged Premises. If such approval is given within ninety days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1999-2000), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements 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. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units 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 trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit 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 required hereunder. Each

policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars ($1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to

appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XIII

CONSTRUCTION OF BUILDINGS

1. Right to Construct Buildings. Declarant expressly reserves unto itself, its successors and assigns, the right to construct the Buildings on the Property containing a total of twenty-four (24) Units. Such Buildings shall be located within the general areas indicated therefor on Exhibit B hereto. Declarant reserves the right to modify the floor plans, driveway locations, and exterior designs of any of the Buildings and Declarant shall be under no obligation to and makes no representation that it will construct all of the Buildings and related improvements identical to any other Building. The Buildings, Units and their owners will become subject to and will be entitled to the benefits of the provisions of this Declaration. Declarant may record an Amendment to this Declaration in accordance with Section 703.26 of the Wisconsin Statutes (1999-2000) with respect to any additional Buildings Declarant constructs on the Property subsequent to the recording of this Declaration.

2. Construction Easement. Declarant hereby reserves an easement across the Condominium for the purpose of constructing the Buildings. This easement shall expire at such time as all of the Buildings have been constructed and all of the Units have been sold by the Declarant.

ARTICLE XIV

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

1. Procedure. Except for the Declarant's right to amend this Declaration in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, Bylaws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens or the priority of assessment liens;

c. Reserves for maintenance, repair and replacement of the Common Elements;

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

g. Redefinition of any Unit boundaries;

h. Reallocation of interests in the General or Limited Common Elements or rights to their use;

i. Convertibility of Units into Common Elements or of Common Elements into Units;

j. Leasing of Units;

k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;

l. A decision by the Association to establish self-management of the Condominium;

m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the Bylaws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVII

SERVICE OF PROCESS

Service of process shall be made on Timothy J. Smits, 12760 West North Avenue, Brookfield, Wisconsin 53008 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVIII

RIGHT OF ENTRY

The Declarant, 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 to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XIX

CONSTRUCTION AND EFFECT

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

2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

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

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own twenty-four (24) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed this 30th day of July, 2002.

PLEASANT PRAIRIE CONDO, LLC

By: Thomas J. Thomson 1992 Revocable Trust,
Member

By: */s/ Thomas J. Thomson*
Thomas J. Thomson, Trustee

By: */s/ Dorothy Thomson*
Dorothy Thomson, Member

By: */s/ Barbara Zalewski*
Barbara Zalewski, Member

By: */s/ Timothy J. Smits*
Timothy J. Smits, Member

By: */s/ Dean A. Frederick*
Dean A. Frederick, Member

By: */s/ Michael J. Schiltz*
Michael J. Schiltz, Member

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 30th day of July, 2002, the above-named Thomas J. Thomson, Dorothy Thomson, Barbara Zalewski, Timothy J. Smits, Dean A. Frederick and Michael J. Schiltz to me known to be the persons who executed the foregoing instrument and acknowledge the same.

/s/ Karen A. Kurzynski
Notary Public, Waukesha County, WI
My commission: expires 9-28-03

This instrument was drafted by:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
Post Office Box 558
Waukesha, WI 53187

EXHIBIT A

LEGAL DESCRIPTION

Lots 43-48, Inclusive, in Meadowlands Addition No. 1, replatting Lots 14 and Lots 21 through 33 of Meadowlands, in part of the Southwest ¼, Southeast ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

And:

Lots 49-54, Inclusive, in Meadowlands Addition No. 2, being part of the Southwest ¼, Southeast ¼, Northwest ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.