DISCLOSURE MATERIALS

NORTH HILLS CONDOMINIUMS

Menomonee Falls, WI 53051

The Developer (Declarant) is NORTH HILLS PARTNERSHIP, a Wisconsin Limited Partnership. Its business address is N78 W14597 Appleton Avenue; Menomonee Falls, WI 53051.

THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW, MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

In compliance with the Disclosure Requirements of Section 703.33, Wis. Stats. (1987-88) as amended, copies of the following are herewith supplied:

1. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration established and describes the condominium, the units and the common areas. The Declaration begins on Page A-1, Table of Contents page iii, iv, v and vi.

2. BY-LAWS. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on Page B-1.

3. ARTICLES OF INCORPORATION. The operation of the condominium is governed by the Association, of which each unit is a member. Powers, duties, and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation being on Page C-1.

4. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. There are no such contracts affecting this condominium at this time.

5. ANNUAL OPERATING BUDGET. The Association will incur expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments (other than those which are a part of the common expense). At this point the Association supplies a Projected Operating Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on Page D-1.

6. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this Condominium.

7. FLOOR PLANS AND MAPS. The Declarant has provided a floor plan of the units being offered for sale and a map of the condominium which shows the location of a unit which you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page A-31.

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

NORTH HILLS CONDOMINIUMS
Menomonee Falls, WI 53051

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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR NORTH HILLS CONDOMINIUMS

Menomonee Falls, WI 53051

THIS DECLARATION, made this ____ day of _____, 1996, by NORTH HILLS PARTNERSHIP, a Wisconsin Limited Partnership by Donald S. Arenson, General Partner (hereinafter referred to as the "DEVELOPER/DECLARANT").

WHEREAS, the DECLARANT is the owner in fee simple of certain real estate hereinafter described in Exhibit A, located in the Village of Menomonee Falls, WaukeshaCounty, Wisconsin; and

WHEREAS, the DECLARANT intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to all provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wis. Stats. (1987-88) as amended; and

WHEREAS, the DECLARANT desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DECLARANT and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the DECLARANT desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DECLARANT, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, (i) submits the subject property and buildings to the condominium form and use and ownership as provided in the Act, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and all other matters of record; (ii) establishes and imposes the following provisions, conditions, restrictions 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 upon DECLARANT, its successors and assigns and all subsequent owners and occupants of all or any part of the condominium, and further DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wis. Stats. (1987-88) as amended, is legally described as set forth on Exhibit A attached hereto and incorporated herein by reference. A survey of the property, showing the boundaries of the Condominium, is contained in the NORTH HILLS CONDOMINIUMS PLAT (The "Condominium Plat," attached hereto and marked Exhibit B.)

Said real estate and all improvements thereon and appurtenances thereto shall be known as NORTH HILLS CONDOMINIUMS.

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

(a) "ASSOCIATION" shall mean and refer to NORTH HILLS CONDOMINIUM OWNERS ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wis. Stats. (1987-88) as amended, its successors and assigns.

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

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

(d) "UNIT NUMBER" shall mean the number identifying a Unit.

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

(f) "LIMITED COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) "DECLARANT" shall mean and refer to NORTH HILLS PARTNERSHIP, a Wisconsin Limited Partnership by Donald S. Arenson and its successors and assigns. The Declarant may also be referred to as the Developer.

(h) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(i) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(j) "MAJORITY" shall mean the Unit Owners with more than fifty percent (50%) of the votes assigned the Units in this Declaration.

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

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DECLARANT hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT"), pursuant to Chapter 703, Wis. Stats. (1987-88) as amended.

Section 2. CONDOMINIUM IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number or address as set forth in Exhibit "B" attached hereto and hereby made a part of this Declaration. The Unit Number of each Unit shall be the number portion of the street address of the Unit and its corresponding letter, if applicable.

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

Section 3. DESCRIPTION OF UNITS: The Condominium shall contain three (3) buildings with 2 Units in each building as fully described in the exhibits attached hereto and made a part of this Declaration. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The Units are located as indicated in Exhibit B attached hereto and made a part of this Declaration.

The buildings are constructed principally of masonry foundation, 2x6 wood construction with aluminum exterior and has 240 asphalt shingle roof.

Each Unit will contain Hi EFF gas forced air heat, central air conditioning, and gas hot water heater.

The Declarant in this Declaration provides all Units are comparable in style and quality, but that Units in the Expandable Area may have different floor plans.

Each unit will have an attached two-car garage. All Units have a full basement for storage area which are appurtenant to said Unit and shall be included as designated in this Declaration to said Unit.

The building is located as indicated in Exhibit B attached hereto and made a part of this Declaration. The location, designation of each Unit, and the immediate Common Elements and Limited Common Elements to which each Unit has access, are shown in Exhibit B, as are the approximate area and number of rooms of each Unit and the Unit Numbers and street address of each Unit.

Section 4. BOUNDARIES OF UNITS: Each Unit on the first floor shall have separate interior walls. The vertical boundaries of each Unit shall be the said separate interior walls bounding a Unit and the exterior of the outside walls bounding a Unit; the air space between the Unit Walls shall be a common area space. Units shall not be divisible or subject to division or partition.

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

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

Any utility lines and plumbing equipment located outside of Units, and any utility lines and plumbing equipment contained inside the boundaries of a particular Unit but which service a different Unit, are Common Elements and shall be repaired and maintained by and at the expense of the NORTH HILLS CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace, water heater and air conditioning system for each Unit are part of the respective Unit serviced by said items and shall be repaired and maintained by and at the expense of the Owner of said Unit.

If any portion of the Common or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Unit or Common Element.

Section 5. INTERPRETATION OF PLANS: In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the Building(s) or Unit(s) as located and erected.

Section 6. MODIFICATION OF FLOOR PLANS: Declarant hereby reserves the right to alter, expand, decrease and/or otherwise modify the size and/or floor plans of any Unit during the course of construction of such Unit. In the event any Unit, as constructed, is materially different from the plans for such Unit contained in the Condominium Plat, Declarant shall file an amendment to the Condominium Plat showing the actual dimensions and floor plans for such Unit.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the legal and permitted use and occupancy of such Owner's Unit and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's fractional (also known as its percentage of ownership) ownership in the Common Elements shall be 1/6. The Common Elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association.

The percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the Village of Menomonee Falls or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS: The Common Elements shall consist of all areas except Units and, by way of explanation shall include:

(a) The land described in this Declaration;

(b) The driveways, parking area and walkways located on the land;

(c) All other parts of the property necessary or convenient to its existence, maintenance and safety, are normally common use;

(d) The foundations, columns, girders, beams, overhangs, supports, main walls and roofs of the buildings;

(e) Areas set aside for storage of maintenance equipment;

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

(g) Tanks, sanitary pumps, storm sewer, water line, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

(h) Or wells.

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS: A portion of the Common Elements and facilities are designated as "Limited Common Elements and Facilities". These are the areas immediately in front of garages, patios and decks, balconies, driveways and walkways which service one Unit and the yard area described below. Each Unit Owner shall be entitled to the exclusive use and possession of these limited common areas, direct access to which is provided for his respective Unit, and which is located outside of and adjoining his respective Unit. The "Yard Area" shall be as per landscaping blueprint shown.

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership between such co-owners.

Section 5. CONVEYANCE OF LIMITED COMMON ELEMENTS: Any Unit Owner may not convey or lease his right to use any Limited Common Element pertinent to his Unit to any other Unit Owner except for parking stalls. The use of the Limited Common Element so conveyed shall thereupon become appurtenant to the Unit owned by the Grantee. Such conveyance shall be upon a form approved for use by the Association and shall be recorded in the office of the Register of Deeds for WaukeshaCounty. Such instrument shall provide that upon recording the original document it shall be returned to the Secretary of the Association. After such conveyance, the conveying Unit Owner shall have no further right to use the Limited Common Element so conveyed, and Limited Common Element shall thereafter be appurtenant to the Unit owned by the Grantee, as specified in the conveyance form, until further conveyance. The Association shall have no right of first refusal of any portion of the property subject to this Declaration.

ARTICLE IV

CONVEYANCE OF UNIT INTERESTS INCLUDED

No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

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

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for those uses permitted under and pursuant to uses allowed by the Village of Menomonee Falls and for no other purpose. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Unit Owners shall be responsible for compliance with DILHR Rental Weatherization Act and any other rules and regulations required for the lease of residential property. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No more than two pets per Unit shall be allowed without the express written consent of the Condominium Owners Association. Additionally, the Condominium Owners Association requires that all pets be registered with said Association, identifying the Unit Owner, the type of pet and it's name. No animal or pet, may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner. Additionally, each Owner of a pet shall be responsible for their care and maintenance and clean-up of pet waste.

Section 3. USE OF COMMON ELEMENTS:

(a) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. No owner or possessor shall cause to be stored at the premises, any substance defined as a "Hazardous Substance" as defined or designated under Sec. 311 or 307(a) of the Federal Clean Water Act, Superfund Sec. 102, the Federal Resources Conservation and Recovery Act, Sec. 112 of the Federal Clean Air Act and Section 7 of the Federal Toxic Substance Control Act, or any amendments or additions thereto. Nothing shall be altered on, constructed or removed from the Common Elements except upon the

prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements, other than those areas designated by the Association therefore. No clothes line shall be maintained on the Common Elements, and said Common Elements shall not be used for hanging of clothes, rugs or other articles.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension in relation to a Unit for sale, or rent-lease.

(c) Parking areas (including driveways on which parking is allowed), whether designated as a part of a Unit or as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: No Unit may be subdivided.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-sixth (1/6) of his share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs and replacements to the Common Elements, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expense.

(b) Except as otherwise expressly authorized in Article II hereof, the Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of applicable limited common areas as set forth on the Plat and of interior surfaces of each Unit together with utility lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware

appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 12. COMMON SURPLUSES: All common Surpluses shall be credited to Unit Owners' for assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association and shall remain a member of the Association until such time as ownership of such unit ceases, for any reason, at which time membership shall automatically cease. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING. The Association shall have two (2) classes of voting membership as follows:

(a) Class A. Class A members shall be all Units, with the initial exception of Declarant. One (1) vote shall be allowed for each Unit regardless of the number of Unit Owners thereof. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such Owners in the same proportionate interest and by the same type of tenancy in which title to the Unit is held; however, such Unit Owner's shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split and fractional votes shall not be cast. Shared membership interest must be voted pursuant to said designation and as further set forth in the By-Laws.