# CC&Rs

# Cross Wind Cove Condominium Owner's Association Inc.

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## DISCLOSURE MATERIALS

**CROSS WIND COVE CONDOMINIUM**

(No Address Issued)
Pewaukee, Wisconsin 53072

Declarant and Agent: Westphal Builders, Inc.
5721 Highway 83
Hartland, Wisconsin 53029

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

2. 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.

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3. YOU MAY AT ANY TIME WITHIN FIVE 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.

# DECLARATION OF

# CROSS WIND COVE CONDOMINIUM

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# DECLARATION OF

# CROSS WIND COVE CONDOMINIUM

(No Address Issued)
Pewaukee, Wisconsin

**DECLARATION,** made pursuant to the provisions of the Condominium Ownership Act of the State of Wisconsin by **WESTPHAL BUILDERS, INC.,** a Wisconsin Corporation, hereinafter referred to as "Developer".

## ARTICLE I
## GENERAL PROVISIONS

Section 1.01. Purpose The purpose of this Declaration is to declare and the Developer hereby declares the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto, under the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin, and subject to the provisions of this Declaration.

Section 1.02. Name The name by which the project is to be known shall be "**CROSS WIND COVE CONDOMINIUM**".

Section 1.03. Description of Land The land included in the project which is the subject of this Declaration is particularly described as follows, and as shown on Plat of Record, attached as "Exhibit A":

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Town 7 North, Range 19 East, Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:
Commencing at the Northwest corner of said Southwest 1/4 of Section 11; thence North 89 degrees 43' 40" East along the North line of said Southwest 1/4 350.00 feet; thence South 0 degrees 27' 45" East 33.00 feet to the place of beginning of the lands herein to be described; thence North 89 degrees 43' 40" East along the South line of Capitol Drive (S.T.H. 190) 33.00 feet South of and parallel to the North line of said Southwest 1/4 906.99 feet; thence South 0 degrees 16' 20" East 347.84 feet; thence South 11 degrees 58' 46" West 11.46 feet; thence Southerly 223.447 feet along the arc of a curve of radius 1028.504 feet, center lies to the East, chord bears South 5 degrees 45' 20" West 223.008 feet;

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thence South 89 degrees 43' 40" West 879.21 feet; thence North 0 degrees 27' 45" West 580.82 feet to the place of beginning.

A portion of the subject premises are now known as:

Lot 1 of Certified Survey Map No. 4568, recorded on July 23, 1984 in Volume 36 of Certified Survey Maps on Pages 271-275, inclusive, as Document No. 1265413, being a part of the NW 1/4 and NE 1/4 of the SW 1/4 of Section 11, T 7 N, R 19 E, Town of Pewaukee, County of Waukesha, State of Wisconsin.

Section 1.04. Definitions For all purposes related to this Declaration and the Owner's Association, Articles of Incorporation, By-Laws and Rules and Regulations:

A. The word "ACT" shall mean the Condominium Ownership Act of the State of Wisconsin now in effect and as hereinafter amended.

B. The word "UNIT" shall mean Unit as defined in said Act and, in particular, being a part of this condominium intended for any type of independent use as one cubicle of air or one or more levels of space.

C. The words "UNIT OWNER" shall mean Unit Owner, as defined in the Act, that is, a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.

D. The word "PREMISES" shall mean the entire parcel of land described in Section 1.03 hereof.

E. The word "PROJECT" shall mean the entire planned unit development or condominium to be constructed on the premises, pursuant to the provisions of the Act and this Declaration, or any amendments thereto.

F. The word "BUILDING" shall refer to any building located on the Project, regardless of the number of Units contained therein, or ownership.

G. The words "CROSS WIND COVE CONDOMINIUM" shall mean the Project.

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H. The words "COMMON AREA" shall include the limited common areas for all purposes, except as otherwise specifically limited in this Declaration.

I. The word "ASSOCIATION" shall mean the Cross Wind Cove Condominium Owner's Association, a Wisconsin non-stock corporation.

J. The words "BY-LAWS" and "RULES AND REGULATIONS" shall mean the By-Laws and Rules and Regulations of the Association.

K. The word "DEVELOPER" shall mean WESTPHAL BUILDERS, INC., a Wisconsin Corporation, or successors in interest, in whole or in part, excluding individual unit owners.

L. The word "APARTMENT" shall mean the individual living unit of each building being the same as a Unit herein defined.

M. Any words or phrases herein not specifically defined shall have the meaning and purposes set forth in the Act.

Section 1.05. Exhibits The various Exhibits referred to herein and identified by number shall be attached hereto and be deemed to be incorporated herein and made a part hereof by reference. Exhibits consist of twelve (12) pages.

Section 1.06. Expanding Condominium This condominium will be a phased development. The Developer reserves the right to expand this condominium development, as set forth herein. The Developer reserves the right to expand this condominium, pursuant to Wisconsin Statute 703.26, for a period of ten (10) years from the date of the recording of this Declaration.

## ARTICLE II

## UNITS

Section 2.01. Construction of the Buildings The buildings shall be constructed principally of lumber and masonry materials. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Developer and the Association.

Section 2.02. Description of Units The Units shall be located on the Premises, substantially in accordance with the Site Plan attached hereto as "Exhibit B"; said Site Plan providing a general description of each Unit, including its perimeters, locations and any other data sufficient to identify it with reasonable certainty.

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Section 2.03. Designation of Units A total of twenty-six (26) buildings are planned for the project, comprising a total of eighty-seven (87) Units. The project may be constructed in one or more phases. The initial plans (Phase One), comprising eight (8) buildings and twenty-five (25) Units, will include Buildings 1, 2, 3, 4, 16, 17, 22 and 23, and each building will have 2, 3 or 4 Units, as shown on the attached "Exhibit B". Each Unit shall have the address as shown on the attached "Exhibit C".

## ARTICLE III

## INDIVIDUAL UNITS

Section 3.01. Unit Legal Descriptions The identifying letter assigned to each Unit shall be its legal description, as provided in Sections 2.02 and 2.03 hereof, and as set forth in "Exhibits", and hereafter, any conveyance, mortgage, lease or any other document referring to such Units by such identifying letter shall sufficiently describe such Unit as a Unit for all purposes provided in the Act.

Section 3.02. Identification of Units A Unit is that part of the building intended for individual living Unit, comprised of one or more cubicles of air, at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the Unit, as said boundaries are shown on the building and floor plans attached hereto, together with all fixtures and improvements therein contained, as shown in "Exhibit D, Pages 1-7."

Section 3.03. Individual Responsibilities Individual Unit Owners shall, also, be responsible for maintenance of all windows, window frames and doors, including all glass in all windows and doors, and they shall be considered a part of the Unit. All installations for providing power, light, gas, hot water and cold water, heating, refrigeration and air conditioning serving each Unit shall be considered a limited common area, appurtenant to that Unit, as set forth herein in Article V.

## ARTICLE IV

## COMMON AREAS

Section 4.01. Common Areas and Facilities Common Areas and Facilities shall consist of all Cross Wind Cove Condominium land, improvements and appurtenances, except the individual Units as defined hereunder, including without limitation:

A. The Premises described in Section 1.03 hereof;

B. The electric, telephone, communications, gas, water and sewer lines or pipes, serving the Project and the Units, except to the extent that such are limited common elements;

C. The common sidewalks;

D. The common lawn, parking areas other than garages, if any, and service roads.

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## ARTICLE V
## LIMITED COMMON AREAS

Section 5.01. Limited Common Areas Those portions of the Common Areas for the exclusive use and benefit of the Unit to which it is assigned or to which the same adjoins or is connected, shall be designated as Limited Common Areas, for exclusive use, and:

A. Stoops, balconies, porches and patios outside each Unit and having direct access thereto, if any;

B. Attic space above each upper Unit, if any;

C. The electric, telephone, communications, gas, water and sewer lines and pipes within each Unit;

D. Outside parking stalls, as may be assigned to the Units by the Homeowners Association.

## ARTICLE VI
## OWNERSHIP AND TRANSFER

Section 6.01. Unit Ownership Formula The initial ownership in interest and voting rights formula shall be a one-twenty-fifth (1/25) interest for each Unit, subject to Section 13.03. However, as the condominium is expanded as provided for herein, the formula for determining ownership interest in the common elements and voting rights, subject to Section 13.03, shall be as follows: The numerator shall be the number of Units owned by the member and the denominator shall be the total number of Units at a particular time, as set forth in the Declaration, subject to amendment for expansion. This number shall not exceed eighty-seven (87). Therefore, the existing ownership interest in the common areas shall be one-twenty-fifth (1/25). The proposed ownership interest, upon completion of the project, i.e. construction of all eighty-seven (87) Units, shall be one-eighty-seventh (1/87th).

Section 6.02. Transfer of Common Areas and Separation From Units The fractional interest of each Unit Owner in the Common Areas of the Project shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit, even though such interest is not expressly mentioned or described in the conveyance or other instrument.

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Section 6.03. Partition of Common Areas There shall be no partition of the Common Areas through judicial proceedings or otherwise, until this Declaration is terminated, as herein provided, and the property is withdrawn from its terms or from the terms of any Statute of Wisconsin applicable to the Project ownership.

Section 6.04. By-Laws, Rules and Regulations of the Association Except as specifically set forth in this Declaration,

all of the Common Areas of the Project shall be used in accordance with the By-Laws, Rules and Regulations of the Association, as the same may from time to time be in effect.

Section 6.05. Prohibition Against Further Subdivision Each Unit, as herein described in Article II, Section 2.03, shall not be further subdivided in any manner, and shall at all times remain one Unit for the purpose described in this Declaration.

## ARTICLE VII
## COMMON EXPENSES AND PROFITS

Section 7.01. Common Expenses Common expenses are defined as follows:

A. All sums lawfully assessed against the Unit Owners by the Association.

B. Expenses declared as common expenses by the Act, by the Declaration, or by the By-Laws.

Section 7.02. Common Profits After the payment of all common expenses, the balance of all income, rents, profits and revenue from the Common Areas, as well as income from assessments against the Unit Owners, shall constitute the funds of the Association to be held in its general or special funds.

Section 7.03. Liability for Common Expenses Each Unit Owner shall be responsible for the payment of their proportionate share of the common expenses, as reflected by their fractional interest, in the Common Areas.

## ARTICLE VIII
## ASSESSMENT FOR COMMON EXPENSES

Section 8.01. Covenant to Pay Assessments In accordance with the statutory liability created by the Act, the Owner of each Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit Owner and with the Association to personally and individually pay to the Association all assessments, general or special, in accordance with the provisions of the Act, the Declaration and the By-Laws.

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Section 8.02. Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Project, to provide for the repair, maintenance and improvement of the Common Areas of the Project, to provide for such emergency repairs as the Association may deem necessary, and to maintain a reserve fund for the purpose authorized by this Declaration.

Section 8.03. Annual Project Budget Each year, on or before December 1st, the Association shall prepare a budget for the Project, in the manner provided by the By-Laws. Each Unit

Owner's monthly assessment for the ensuing year shall be based upon such budget. In addition to the normal operation expenses of the Project, the budget may provide for reserves, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Project and for the protection of the Common Areas and homes thereof.

Section 8.04. Failure to Prepare Annual Budget The failure or delay of the Association to prepare the annual budget, or notify any Unit Owner of his assessment, shall not constitute a waiver or release of such Unit Owner's obligation to pay his proportionate share of the common expenses, necessary reserves, working capital and emergency requirements as herein provided, whenever the same shall be determined and, to that end, each Unit Owner shall continue to pay his assessment at the then existing rate established for the previous year, until the new assessment shall have been mailed or delivered to the Unit Owner.

Section 8.05. Special Assessments In addition to the regular monthly assessments, the Association may levy once in any calendar year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements of the Common Areas, including fixtures and personal property related thereto. Further, the Association may levy a special assessment for the purposes specified in Sections 8.02 and 8.06 hereof, to be paid monthly or otherwise. All such special assessments shall be made only in the manner provided in this Declaration and in the By-Laws. Any special assessments made for the purposes stated above shall be held by the Association as a trust fund, to be disbursed only for the purposes for which the same were levied.

Section 8.06. Special Assessment for Five Fields' Parks and Ponds The owner of each Unit shall be subject to a general annual charge, or assessment, for the purpose of defraying the costs of maintaining and administering the parks and pond areas in "Five Fields Subdivision", which are available for use by Cross Wind Cove Condominium Unit Owners. Such annual assessment shall be one-fourth (1/4th) of a share per dwelling unit for costs incurred by the "Five Fields Homeowners Association", for said parks and ponds. One (1) share equals the cost of a single-family lot in "Five Fields Subdivision".

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This one-fourth (1/4th) share shall be paid to the Condominium Association, which shall in turn remit to "Five Fields Homeowners Association".

Section 8.07. Uniform Rate of Assessment The monthly assessments for any special assessments shall be levied at a uniform rate for all Units.

Section 8.08. Capital Contribution Each Unit Owner, upon purchasing said Unit, and each successive owner, shall pay to the Association a capital contribution of $100.00. This Section does not apply to the Developer.

Section 8.09. Lien for Assessment

A. Priority. All sums assessed to any Unit, pursuant to this Article, together with interest thereon, at the maximum rate provided by law, shall be secured by a lien on such Unit, in favor of the Association, without the necessity of filing such lien, for Association purposes; however, said lien is subject to legal enforcement only by filing, as stated in the requirements shown in Section 8.08 (B). This section shall constitute sufficient notice of such lien to all successors in title of the Unit. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

1. Liens of general and special taxes;
2. Liens of a first mortgage, recorded prior to the making of the assessment;
3. Construction liens filed prior to the making of the assessment;
4. All sums unpaid on any mortgage loan made under Wisconsin Statutes 45.80, Laws of Wisconsin, 1983-1984.

All other liens of any Unit created after the date of the recording of the Declaration shall be inferior in priority to liens of the Association, for any assessment, whether or not so specifically set forth in the instruments creating such liens.

B. Record of Lien. The existence of any lien for unpaid Association assessments shall be established by the Association and kept on file in the office of the Association. The Association shall have the right, in its discretion, to file a written notice of lien in the office of the Clerk of Circuit Court for Waukesha County, Wisconsin, where the Unit is located, stating the description of the Unit, the name of the record owner, the amount due and the period for which the assessment was due. The Clerk shall index the statement of Condominium Lien under the name of the record owner, in a condominium lien docket. The statement of condominium lien shall be signed and verified by an officer or agent of the Association, as specified in the By-Laws, and then may be filed. Upon

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full payment to the Association, for which the lien is claimed, the Unit Owner shall be entitled to a satisfaction of the lien, acceptable for filing.

Section 8.10. Remedies for Failure to Pay Assessments If any Unit Owner shall default in the payment of any assessment levied by the Association, as provided in this Declaration, the Association shall have authority for and on behalf of itself and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies which may be provided in the Act, the Declaration, or be otherwise available at law or in equity, legal interest for the collection of all such unpaid Association assessments, together with costs and reasonable attorney fees. In addition, if any Owner is in default in the payments of such assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof, or to foreclose the lien therefor, as in the case of foreclosure of a mortgage against real estate, and there shall be added to the amount due, legal interest, costs and reasonable attorney fees to be fixed by the Court. The Association, acting for and on behalf of itself and as representative of all other Unit Owners, shall have the power and authority to bid on the Unit so foreclosed, at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 8.11. Remedy of Lienor Any lienor holding a lien on a Unit may pay any unpaid assessments, with respect to such Unit, and upon payment, such lienor shall have a lien on such Unit for the amounts paid, at the same priority as his lien.

Section 8.12. Rental During Foreclosure In the event of the foreclosure of a lien for any unpaid assessment, the Unit Owner, who is the defendant in such proceedings, shall be required to pay a reasonable rental for such Unit, during such foreclosure.

Section 8.13. Avoidance of Assessments No Unit Owner may exempt himself from liability for his contribution toward the common expenses or the payment of any assessment, by waiver of the use or enjoyment of any of the Common Areas, or by the abandonment of his Unit.

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Section 8.14. Transfer to Grantee Any Grantee of a Unit is entitled to a statement from the Association, or the executive board, setting forth the amount of unpaid assessments against the grantor, and the grantee is not liable for, nor shall the Unit conveyed be subject to, a lien which is not filed under Section 8.09 (B) herein, for any unpaid assessments against the grantor, in excess of the amounts set forth in the statement. If the Association or Board of Directors does not provide such a statement within ten (10) business days after the grantee's

request, they are barred from claiming under any lien which is not filed under Section 8.08 (B), prior to the request for the statement against the grantee.

Section 8.15. Assessment Against Developer Notwithstanding any of the provisions of this Declaration, the Developer as the Unit Owner, shall not be assessed for any monthly assessments for common expenses under this Article VIII, against any Unit, until such Unit is substantially completed. Substantially completed shall mean the readiness of the proper local and county authorities to issue an occupancy permit. Thereafter, until such Unit is occupied, leased or sold, the Developer shall pay a monthly standby charge of two-thirds (2/3) of the regular monthly assessment for common expenses, made under this Article, in lieu of such monthly assessments. In no event shall Developer be required to pay any standby or other assessment for Units being used as models by said Developer.

Section 8.16. Assessment During Development Each Unit Owner shall be assessed on the basis of the number of Units substantially completed, as of the date of his ownership, and shall pay his/her pro rata share of assessments accordingly, with the eventual total assessment based on eighty-seven (87) completed Units. This provision, however, shall be subject to the limitations of Section 8.05.

## ARTICLE IX
## EASEMENTS AND ENCROACHMENTS

Section 9.01. Utility Easements Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits, wires and equipment over, under, along and on any part of the utility easements on said property. These easements, however, shall run only to the Association and not to any utility, except by and with the action or consent of the Association.

Section 9.02. Easements to Run With the Land All easements and rights described and set forth herein are easements and rights appurtenant to and running with the land, perpetually in full force and effect, and shall at all times inure to the benefit of and be binding upon the Developer, its successors and assigns, and upon any Unit Owner, purchaser, mortgagee or other person or entity having an interest in said land, or any part or parcel thereof.

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Section 9.03. Encroachments In the event that, by reason of the construction, settling or shifting of the building, any part of the Common Area encroaches or shall hereafter encroach

upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon the Common Area, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit Owners and the Common Areas, as the case may be, so long as all or any part of the building containing such Unit shall remain standing provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner or Owners. The provision contained in this paragraph, relating to such easements, shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

## ARTICLE X
## MORTGAGES, TAXES, INSURANCE, UTILITIES AND MUNICIPAL SERVICES

Section 10.01. Mortgaging Units Each Unit Owner shall have the right to mortgage or encumber his Unit, together with his fractional interest in the Common Areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever, the Project, or any part thereof, except his own Unit and his own respective fractional interest in the Common Areas, as above set forth.

Section 10.02. Real Estate Taxes The real estate taxes shall be separate taxes to each Unit Owner, for his unit and his corresponding fractional interest in the Common Areas. In the event that for any years said taxes are not separately taxed to each Unit, but are taxed to the Project as a whole, then each Unit Owner shall pay to the Association, upon demand, his proportionate share thereof, in accordance with his respective fractional interest in the Common Areas.

Section 10.03. Insurance by Unit Owners Each Unit Owner shall be responsible for the cost of insurance:

A. On his Unit, based upon the premiums for such insurance taken out by the Association, under the provisions of Section 10.04 (A) hereof. Each Unit Owner shall promptly pay his portion of such insurance, upon receiving a statement therefor from the Association, and if the same is not paid within thirty (30) days, the unpaid balance shall constitute a special assessment against such Unit.

B. For insurance to be taken out by the Unit Owner on the contents of his own Unit, his own automobiles, the contents of his garage, any additions and improvements to his own Unit, the decorating and furnishings therein

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and his personal property, stored elsewhere on the Project.

C. For insurance to be taken out by them for liability, to the extent not covered by the liability insurance carried by the Association, for all of the Unit Owners, as a part of the Common Expenses.

D. The Association shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit, unless and until such Unit Owner shall request the Association, in writing, to do so. Upon the failure of such Unit Owner to do so, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such addition, alterations or improvements. Cost of any extra insurance coverage so provided shall be at the sole expense of the requesting Unit Owner.

E. Provided, however, the Developer shall pay the cost of suitable builders risk or permanent insurance on each Unit, except as to Units sold or transferred to a Unit Owner.

Section 10.04. Insurance by Association The Association shall provide the following types of insurance:

A. Property Insurance Fire and broad form extended coverage insurance on the Buildings and any portion thereof, of the Project, in the amount of the full insurable value (replacement value) of the Buildings. Such insurance shall be obtained in the name of the Association, as trustee for each of the Unit Owners and their respective mortgagees, as their interest may appear. Premiums shall be a common expense, except as provided in Section 10.03 hereof. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation, as to any claim against Unit Owners, the Association and its respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended, because of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association, giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of

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coverage may be increased or decreased, at any time it is deemed necessary, as determined by the Association, to conform to the requirements of full insurable value. In the event of partial or total destruction of a Building or Buildings and it is determined to repair or reconstruct such Building or Buildings, in accordance with Section 11.06 hereof, the proceeds of such insurance shall be paid to the Association, to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act and in the Declaration.

Insurance proceeds shall first be disbursed by the trustees, for the repair or restoration of the damaged Common Elements and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds, unless the Association has determined not to rebuild or the Court has ordered partition of the condominium property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

B. Liability Insurance Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage in such limits as it shall deem desirable and other liability insurance, as it may deem desirable, insuring each Unit Owner, the Association, its officers, directors, the Developer, the manager and managing agent of the Project and their respective employees and agents, from liability in connection with the Common Areas and the streets, sidewalks and areas adjoining the condominium and insuring the officers and directors of the Association from liability for good faith action beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties.

C. Workers Compensation Workers compensation insurance to the extent necessary to comply with any applicable laws.

D. Other Insurance Such other or additional insurance as the Association may determine to be necessary or desirable for the benefit of the Association and Unit Owners.

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E. Liability of Association No Unit Owner or his mortgagee shall have any claim against any other Unit Owner, the Association, its manager and managing Agent of the Project, and their respective employees and agents, for damage to the Common Areas, the Units or to any personal property located in the Units or the Common Areas, caused by fire or other casualty, to the extent that such damage is covered by fire and other forms of casualty insurance.

## ARTICLE XI
## REPAIRS AND MAINTENANCE

Section 11.01. Common Areas and Facilities The Association shall be responsible for the management and control of the Common Areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include maintenance, repairing, replacements and snowplowing of walks, drives, parking areas and access routes, maintenance of all grounds and landscaping, and the exterior surfaces of all Buildings.

Section 11.02. Individual and Limited Common Areas Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing, which may at any time be necessary to maintain the good appearance and condition of his Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, repair or replacement of refrigerators, air conditioning equipment, dishwashers, disposals and laundry equipment, which may be in or connected with the Unit. Each Unit Owner shall keep the limited Common Areas appurtenant to his Unit, as defined in Article V hereof, in a good, clean, sanitary and attractive condition, satisfactory to a majority of the homeowners and the Association.

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Section 11.03. Prohibition Against Structural Changes by Owner No Unit Owner shall, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his Unit, or in or to the exterior of any Building or any Common or Limited Common Areas and facilities. A Unit Owner shall not perform or allow to be performed any act or work which would impair the structural

soundness or integrity of any Building, or the safety of the property, or impair any easement or hereditament, without prior written consent of the Association.

Section 11.04 Entry for Repairs The Association may enter any Unit, at reasonable times and under reasonable conditions, when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners or their tenants, as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

Section 11.05. Repair and Reconstruction After Damage In the event of any damage to or destruction of the Project, or any Unit therein, as a result of fire or other casualty, or otherwise, in the amount of Twenty-five Thousand ($25,000.00) Dollars or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged Unit and any kitchen or bathroom fixtures initially installed therein by the Developer, but not including in any way, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units) and the Association shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or reconstruction, in the appropriate progress payments. Any proceeds shall constitute a Common Expense and the Association may assess all the Unit Owners for such deficit, as part of the Common Expenses.

Section 11.06. Repairs or Reconstruction of Common Elements In the event of damage to or destruction of Common Elements of the Project, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Project. All costs of the repair or reconstruction, in excess of available insurance proceeds, shall be a Common Expense. However, if the Project is damaged to an extent more than the available insurance proceeds, the Project shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having seventy-five (75%) per cent or more of the votes. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners, in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

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## ARTICLE XII
## COVENANTS AND RESTRICTIONS
## AS TO USE AND OCCUPANCY

Section 12.01. Use of Project All Units in the Project

shall be used exclusively for residential purposes, consistent with the size and facilities of the Unit, except as permitted in Section 12.04 hereof.

Section 12.02. Prohibited Activities and Signs No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the premises; nor, except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the premises, or in any Unit. The right is reserved by the Developer to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and to place such other signs on the property as may be required to facilitate the sale of unsold Units. The right is hereby given to the Association to place "For Sale" or "For Rent" signs on any Unit or on the premises, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Association.

Section 12.03. Construction Activities During the initial period of construction of the Buildings and facilities of the Project, the Developer, his contractors, subcontractors and their respective agents and employees, shall be entitled to access, ingress and egress to said Buildings and all Common Areas of the Project as may be required in connection with such construction.

Section 12.04. Display and Sale of Units by Developer During the period in which initial sales and rentals of Units by the Developer are in progress, the Developer may maintain model apartments upon the Project and may occupy or grant permission to any person with or without rental, as determined by the Developer, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model apartments for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other Unit Owners or apartment occupants.

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Section 12.05. Use of Common Areas Each Unit Owner and apartment tenant shall have the right to use the Common Areas in common with all other Unit Owners, for the purposes of ingress and egress to and shall use, occupy and enjoy their Unit and the Common Areas, which right shall extend to the Unit Owner, the members of immediate family, their guests and their tenants provided, however, such use shall be subject to and be governed by the Act, the Declaration, the By-Laws and the Rules and Regulations, to the end that the Project may be kept in an uncluttered and attractive condition, consistent with an attractive residential complex.

Section 12.06. Motor Vehicle Each Unit, individually,

shall be allowed only two (2) motor vehicles. No such vehicle shall be parked in any parking or driveway area, so as to interfere with the free use of such area for ingress and egress by the Owners, lessees or occupants of any other Units entitled to the use and benefit of such area.

Section 12.07. Animals The Home Owners Association may make rules concerning the permitting of pets on the premises and restrictions in size and number.

Section 12.08. Nuisances No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit, or in the Common Areas, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become in the judgment of the Association, an annoyance or nuisance to the other Unit Owners or apartment occupants.

## ARTICLE XIII
## OWNERS ASSOCIATION

Section 13.01. Duties and Obligations All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners, to be known as **CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.**, a Wisconsin nonstock corporation, which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Areas and facilities and Limited Common Areas.

Section 13.02. Membership Regardless of how or when an Owner acquires ownership of a Unit, they shall thereupon immediately become a member of the Association and they shall remain a member of such Association until such time as their ownership ceases for any reason, at which time their membership in said Association shall forthwith terminate. Such membership shall not acquire any monetary value.

Section 13.03. Voting Rights The Association shall have two (2) classes of voting memberships, as follows:

1. Class A: Class A member(s) shall be all Unit Owners with the initial exception of the Declarant, and shall have one (1) vote for each Unit owned. Should a Unit be owned by more than one person, the Owners thereof are entitled collectively to only one (1) vote.
2. Class B: Class B member(s) shall be the Declarant, who shall be entitled to three (3) votes for each Unit contemplated by this Declaration, less Units sold. The Class B membership shall cease and be converted to Class A three (3) years after the date that the first Condominium Unit is conveyed by the Declarant to any person, other than the Declarant or thirty (30) days

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after the conveyance of seventy-five (75%) per cent of the common elements interest to purchasers, whichever first occurs, provided however: (a) "seventy-five (75%) per cent of the common element interest", used in the preceding clause of this sentence, shall mean seventy-five (75%) per cent of the common element interest appurtenant to the number of Units in Phase I of the condominium, plus all of the common element interest appurtenant to the Units which Declarant contemplates constructing in Phases II and III, as set forth in the Declaration and has added to the Condominium, pursuant to one or more amendments to the Declaration, which may be made for the purpose of expanding the Condominium, as set forth in the Declaration, and (b) the aforedescribed three (3) year period shall be extended for an additional three (3) years, from the date of recording of the last such amendment to the Declaration recorded prior to three (3) years after the recording of this Declaration.

Section 13.04. Effects of Vote Such vote for each Unit shall be for all purposes, as may be required to carry out the terms and provisions of the Declaration and the By-Laws of the Association.

Section 13.05. Action by the Board of Directors Wherever in the Declaration, in the By-Laws, or in the Rules and Regulations, the Association is authorized to act, such action shall be taken by the Board of Directors of the Association, on behalf of the Association, without any prior action by the members of the Association, except only in such instances wherein Articles or By-Laws specifically require the Association to act by vote of its members.

Section 13.06. Multiple Ownership In the event any one person, firm, corporation, trust or other entity shall own more than one (1) Unit, they shall be entitled to one (1) membership for each Unit and shall be responsible for all of the assessments for each Unit. Even though one owner owns all of the Units in the Project, the Project shall remain in the same manner, as if each Unit was owned by a separate Unit Owner.

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Section 13.07. Association Personnel The Association may obtain and pay for the services of any person or entity to manage its affairs, to the extent it deems advisable, and may hire other personnel or contract with any entity as it shall determine to be necessary or advisable for the proper operation, care and maintenance of the Project. The Association may contract for lighting, heating, water, trash collection, sewer services and

such other common services as may be required for each Unit.

Section 13.08. Action by Unanimous Consent Any action required to be taken, or which may be taken, at a meeting of Unit Owners, may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all Unit Owners entitled to a vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a Unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 13.09. Proxy Owners may elect to have their Units managed by a professional real estate management organization and may elect to grant such organization a proxy, to vote on matters provided for herein. Such proxy shall be on a form established by the Association.

## ARTICLE XIV
## REMEDIES FOR BREACH OF
## COVENANTS, RESTRICTIONS AND REGULATIONS

Section 14.01. Abatement and Enjoyment The violation of any rule, restriction, condition or regulation adopted by the Association, or the breach or default of any covenant, By-Law or provision contained in this Declaration or contained in the Act, shall give the Association the right, in addition to the rights set forth in Section 14.02 hereof:

A. To enter into the Unit or into or upon the Common Areas or Limited Common Areas where or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions of this Declaration, and the Developer or his successors or assigns, or the Association or its officers and agents shall not thereby be deemed guilty in any manner of trespass; and

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

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Section 14.02. Involuntary Sale If any Unit Owner (either by their own conduct or by the conduct of any other occupant of their Unit) shall violate or breach any of the covenants, By-Laws, restrictions, or provisions of this Declaration or of the Act, or the Rules and Regulations adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur or shall re-occur more than once thereafter, then the Association shall have the

power to issue to the defaulting Unit Owner a thirty (30) day notice, in writing, to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and/or continue to occupy, use or control their Unit and, thereupon, an action in equity may be filed by the Association against the Unit Owner or Unit Occupant or, in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by them, on account of any such breach, and ordering that all the rights, title and interest of the Unit Owner in the Project shall be sold at a judicial sale, upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, reasonable attorney fees, and all other expenses of the proceedings and sale, and all such items shall be taxed against the defaulting Unit Owner, in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall, thereupon, be entitled to a deed to the Unit, to immediate possession of the Unit sold, and may apply to the Court for an immediate Writ of Assistance, for the purpose of acquiring such possession, and it shall be a condition of any such sale and the decree shall so provide that the purchaser shall take the interest in the Project sold, subject to the Act, the Declaration, the By-Laws and the Rules and Regulations, and the purchaser shall thereupon become a member of the Association, in the place and stead of the defaulting Unit Owner.

## ARTICLE XV

## DESTRUCTION AND RECONSTRUCTION

Section 15.01. Partial or Total Destruction In the event any one or more Units of the Project are destroyed or damaged in an amount in excess of Twenty-five Thousand ($25,000.00) Dollars, the Association, by vote of a majority of Unit Owners, shall determine within ninety (90) days after such damage or destruction, whether to proceed with repairs, reconstruction or sale. However, where insurance proceeds are adequate, all damage to Units shall be repaired and the Association shall determine whether or not to proceed with repairs (and the property then subject to an action for partition) only if the estimated cost of repairs exceeds available insurance proceeds. If the Association shall determine to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction, in accordance

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with Section 11.06 hereof. In the event insurance proceeds are not adequate to cover all damage and the Association failed to make a determination whether to repair, reconstruct or sell, within ninety (90) days after such damage or destruction, in excess of Twenty-five Thousand ($25,000.00) Dollars, the Project shall be deemed to be owned in common by the Unit Owners, in the same percentage as previously owned by each Unit Owner, in the Common Areas and Facilities and be subject to an action for partition, at the suit of any Unit Owner and, in which event, the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided by the Board of Directors or the insurance trustee, as the case may be, among all Unit Owners, in proportion to their respective interest in the Common Areas, after first paying out of the share of each Unit Owner, to the extent sufficient for the purpose of all liens on the individual interest in the Project owned by each Unit Owner.

Section 15.02. Reconstruction On reconstructions, the design plan and specifications of any building may vary from that of the original, upon approval of the Association provided, however, that the number of square feet of any Unit may not vary by more than five (5%) per cent from the number of square feet for such Unit as originally constructed, and the location of the Buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Article X hereof. The Association shall have the right to levy assessments, in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

## ARTICLE XVI

## GENERAL PROVISIONS

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Section 16.01. Rental of Units The Developer, as the original owner, reserves the right to lease any unsold Units to responsible tenants, until such time as responsible, qualified purchasers can be obtained. Unit Owners shall have the right to lease their Units to responsible tenants.

Section 16.02. Notice to Mortgage Lenders Upon written request to the Association, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration, to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed.

Section 16.03. Service of Notices on Devisees and Personal Representatives Notice required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party, at their or its address appearing on the records of the Court, wherein the estate of such deceased Unit Owner is being administered.

Section 16.04. Covenants to Run with the Land Each grantee, by the acceptance of a deed of conveyance, or each purchaser under land contract or any contract for deed of conveyance, accepts same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land, and shall bind any person having at the time any interest or estate in said land or any Unit thereon, and shall inure to the benefit of such Unit Owner in like manner, as though the provisions to this Declaration were recited and stipulated at length, in each and every deed of conveyance or instrument of title.

Section 16.05. Non-Waiver of Covenants No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived, by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, or any time lapse.

Section 16.06. Waiver of Damages Neither the Developer, nor his agents, representatives or employees shall be liable for any claim, whatsoever, arising out of or by reason of any action performed, pursuant to any authority reserved, granted or delegated to him, or pursuant to this Declaration, granted the Developer's capacity as Developer, owner, manager or seller of the Project, whether or not such claim:

A. Shall be asserted by any Unit Owner, Unit Occupant, Unit Mortgagee, the Association, or by any person or entity claiming through any of them; or

B. Shall be on account of injury to person or damage to or loss of property, wherever located and however caused.

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Section 16.07. Condemnation In the event of condemnation under the laws of Wisconsin, of a portion of the Project, including therein a residential Building or Buildings, whereby construction of a like Building or Buildings cannot be reasonably erected on the remaining premises, the proceeds of said condemnations shall be disbursed as follows:

A. To the Owners of the Individual Unit condemned, that

portion of the condemnation award attributable to each Owner's Unit, plus a sum equal to said Unit Owner's interest in the remaining Common Areas, to be paid by the remaining Owners.

B. To the Unit Owner of the Common Areas or Limited Common Areas, whose Units were not condemned, as their interest may appear.

C. A decision, as to whether a like Building or Buildings may be constructed elsewhere on the premises, shall be determined by the Unit Owners representing fifty-one (51%) per cent of the Units.

D. The condemnation of any Unit and its non-replacement with a like Unit shall terminate said Unit Owner's membership in the Association, after settlement of damages, as established herein. The remaining Unit Owners shall constitute the membership of the Association and the Owners of the Common Areas. Their respective fractional interest therein shall be determined on the basis of a fraction of the number one (1) over the total number of remaining Units.

E. The right of action to contest any condemnation shall lie in the Association and the Association shall have the right to determine whether any such contest shall be instituted, either by negotiations or legal proceedings, and the expense of such contest shall be a Common Expense.

Section 16.08. Voluntary Sale of the Project The Unit Owners, by affirmative vote of seventy-five (75%) per cent of the total vote at a meeting of the Unit Owners, duly called for such purpose, may elect to sell the Project as a whole. Such action shall be binding upon all Unit Owners and it shall, thereupon, become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts, in the manner and form that may be necessary to effect such sale provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Association, within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of their interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Association may each select an appraiser, and the two so selected shall select a third, and the fair market value as determined by an average of three (3) appraisers so selected shall control. If

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either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

Section 16.09. Reservation of Control The Developer of this Association, **WESTPHAL BUILDERS, INC.**, a Wisconsin Corporation, hereby states that any purchaser of any Unit shall be responsible for his assessment only to the extent of one twenty-fifth (1/25) of the total cost.

The Developer shall have full and exclusive control over the entire Condominium Project and the Association, during the development stage. This exclusive control over the Association shall exist until the following events:

A. For a maximum period of three (3) years, starting from the date the first condominium Unit is conveyed by a declarant to any person other than the declarant; or

B. Thirty (30) days after the conveyance of sixty-six and two-thirds (66-2/3%) per cent of the Common Element interest to purchasers. The period of declarant control shall begin on the date the first condominium Unit is conveyed by a declarant to any person other than the declarant. If there is any other Unit Owner other than the declarant, a Declaration may not be amended to increase the scope or the period of the declarant control.

Section 16.10. Meeting to Elect Directors Prior to conveyance of thirty-three and one-third (33-1/3%) per cent of the Common Element interest to Purchasers, the Association shall hold a meeting and the Unit Owners, other than the declarant, shall elect at least twenty-five (25%) per cent of the directors of the executive board. Prior to the conveyance of sixty-six and two-thirds (66-2/3%) per cent of the Common Element interest 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 (33-1/3%) per cent of the directors of the executive board. The calculation of the percentage of Common Element interest conveyed to purchasers under the above paragraph shall be based upon the percentage of undivided interest occurring to each Unit which has been conveyed, assuming that all the Units to be completed are included in the condominium.

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Section 16.11. Election After Expiration of Declarant Control No later than forty-five (45) days after the expiration of any period of declarant control, the Association shall hold a meeting and the Unit Owners shall elect an executive board of at least three (3) directors and officers of the Association. The directors and officers shall take office upon election.

Section 16.12. Perpetuities and Restraints of Alienation

If any court of competent jurisdiction determines that any of the privileges, covenants or rights created by this Association are invalid for violation of:

A. Any rule against perpetuities;

B. Any rule suspending the power of alienation; or

C. Any other statutory or common law rules imposing time limits, then such provision shall continue for thirty (30) years after the legal existence of **CROSS WIND COVE CONDOMINIUM.**

Section 16.13. Amendment of Declaration

A. This Declaration may be amended by the Developer alone, without the consent of any Unit Owner, mortgage lienholder or the Association, until all Units have been sold, in order to correct any errors or omissions herein necessary to comply with or conform to the provisions of the Act, to revise "Exhibits A, B, C and D", and Section 2.03 hereof, so as to reasonably represent the actual location, size, style and characteristics of any of the actual Units, Common Areas or Limited Common Areas, as actually constructed by the Developer.

B. The provisions of Article I, Section 6.01, Section 6.02, Section 6.03 and Section 13.02 of this Declaration may only be amended by an instrument, in writing, signed and acknowledged by the Association, all of the Unit Owners and all mortgagees having a bona fide lien of record against any Units.

C. All other provisions of this Declaration, except Section 16.02 and 16.06, which may never be amended without the written consent of the Developer without any action by the Unit Owners, where the Developer owns seventy-five (75%) per cent of all the Units and the amendment shall, also, require the approval of at least seventy-five (75%) per cent of all the mortgagees and, thereafter, by an instrument, in writing, signed by all the Owners of not less than seventy-five (75%) per cent of the Units, and mortgagees.

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D. All such amendments shall be effective, upon the recording of the same in the office of the Register of Deeds for Waukesha County, Wisconsin provided, however, that no provisions of this Declaration may be changed, modified or rescinded, as to conflict with the provisions of the Act.

Section 16.14. Gender and Number The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be

deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 16.15. Severability The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or any part of the same, shall not impair or affect, in any manner, the validity, enforceability or effect of the remainder of the Declaration.

Section 16.16. Service of Process The initial registered agent for service of process shall be **DONALD WESTPHAL** of **WESTPHAL BUILDERS, INC.**, 5721 Highway 83, Hartland, Wisconsin 53029. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association.

## ARTICLE XVII
## RECEIPT OF SERVICE OF PROCESS

Section 17.01. **CROSS WIND COVE CONDOMINIUM** is hereby authorized, during the development of this condominium and during the time the Developer is in majority control of the condominium Units, as provided herein, to receive service of process provided in the Act. The address for said service shall be 5721 Highway 83, Hartland, Wisconsin 53029.

Section 17.02. Change of Service of Process The Association, by designation in its Articles of Incorporation, may designate a new registered agent for receipt of service.

## ARTICLE XVIII
## EXPANSION

Section 18.01. Expansion As set forth above in this Declaration, Developer expressly reserves unto itself, its successors and assigns, the right to expand the condominium, without the consent or approval of any Unit Owner, at any time and from time to time, on or prior to the expiration of ten (10) years from the date of recording of this Declaration, by subjecting all or any additional portion of the real estate described in Section 1.03 of this Declaration, as necessary for the completion of additional phases to this Declaration and by constructing thereon, either before or after such expansion, up to a maximum of eighty-seven (87) units, the entire expanded project. Developer shall be under no obligation and makes no representation that he will expand or construct any part or all of the project, as such rights are reserved herein. The Units on the expansion real estate and their owners and any common elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration, the By-Laws, and such rules and regulations as from time to time may be adopted by the Associa-

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tion, in accordance with this Declaration and the By-Laws hereof. In the event of and upon each expansion as aforesaid, the percentage of undivided interest in the common elements appurtaining to each Unit shall be adjusted according to the formula set forth in Paragraph 6.01.

The right of expansion herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of an amendment to this Declaration and an amendment to such of the exhibits annexed hereto as are necessary to effect the expansion, said recording to be in the Office of the Register of Deeds, Waukesha County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of Developer, its successors and assigns to, in fact, effect the expansion as aforesaid.

Developer hereby reserves the right to relocate certain of the buildings and adjust the number of units in said buildings in Phases 2 through 26 hereof.

Developer hereby reserves an easement across the Condominium for the purpose of constructing such expansion buildings. By acceptance of a deed of conveyance of a Unit from Developer, the grantee of such Unit and each successor entitled to such Unit or an interest therein shall, in the event of an expansion of the Condominium as aforesaid, be deemed to consent and agree to the expansion and all actions so taken by Developer, his successors and assigns, to effectuate the same, including but not limited to, the recording of amendments as aforesaid and the adjustment of the percentage of undivided interest in the general common elements appurtaining to such Unit, as aforesaid.

**IN WITNESS WHEREOF,** the said **CROSS WIND COVE CONDOMINIUM,** by the Developer, **WESTPHAL BUILDERS, INC., a Wisconsin Corporation,** has executed this Declaration on this 10 day of May 1989.

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By _____
Donald W. Westphal, President

By _____
Grace J. Westphal, Secretary

STATE OF WISCONSIN )
) SS
WAUKESHA COUNTY )

Personally came before me, this 10th day of May, 1989, the above named Donald W. Westphal and Grace J. Westphal, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Steven D. Schmuki
Notary Public, State of Wisconsin
My commission is permanent

This document was drafted by:

Steven D. Schmuki, Attorney at Law

Return to:

Steven D. Schmuki
Attorney at Law
12750 West North Avenue
Brookfield, WI 53005

Order: T2XBBHB82
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# CONDOMINIUM PLAT OF SURVEY

## CROSS WIND COVE CONDOMINIUMS

WAUKESHA COUNTY, WISCONSIN

ADDRESS: N34 W23801, N34 W23813, N34 W23825, N34 W23833, N34 W23849, N34 W23861, N34 W23877, N34 W23883, N34 W23895, N34 W23890, N34 W23886, N34 W23874, N34 W23866, N34 W23852, N34 W23846, N34 W23828, N34 W23844, N34 W23858, N34 W23842, N34 W23867, N34 W23853, N34 W23810, N34 W23806 Grace Avenue and N34 W23807, N34 W23813, N34 W23822 Adam Court, Town of Pewaukee, Waukesha County, Wisconsin.

SCALE: 1"=80'

0 40 80 160

LEGAL DESCRIPTION: All that part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 11, Town 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Southwest Quarter (SW 1/4) of Section 11; thence North 89°43'40" East along the north line of said Southwest Quarter (SW 1/4) 350.00 feet; thence South 0°27'45" East 33.00 feet to the place of beginning of the lands herein to be described; thence North 89°43'40" East along the south right of way line of Capitol Drive (STH "190") 906.99 feet; thence South 0°16'20" East 347.84 feet; thence South 11°58'46" West 11.46 feet; thence southerly 223.45 feet along the arc of a curve of radius 1028.504 feet, center lies to the east, chord of said arc bears South 5°45'20" West 223.01 feet; thence South 89°43'40" West 879.21 feet; thence North 0°27'45" West 580.82 feet to the place of beginning. Containing a net area of 522,183 square feet or 11.9877 acres of land.

CERTIFICATE OF SURVEYOR: I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing Plat of Survey for CROSS WIND COVE CONDOMINIUMS, A Condominium, N34 W23801, N34 W23813, N34 W23825, N34 W23833, N34 W23849, N34 W23861, N34 W23877, N34 W23883, N34 W23895, N34 W23890, N34 W23886, N34 W23874, N34 W23866, N34 W23852, N34 W23846, N34 W23828, N34 W23844, N34 W23858, N34 W23842, N34 W23867, N34 W23853, N34 W23810, N34 W23806 Grace Avenue and N34 W23807, N34 W23813, N34 W23822 Adam Court, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

JOHN W. JAHNKE - Wis. Reg. No. S-917

Dated: March 18, 1989

JOHN W. JAHNKE S-917 WAUKESHA WIS. REGISTERED LAND SURVEYOR

STATE OF WISCONSIN) ss
COUNTY OF WAUKESHA)

The above certificate subscribed and sworn to before me this 18th day of MARCH, 1989.

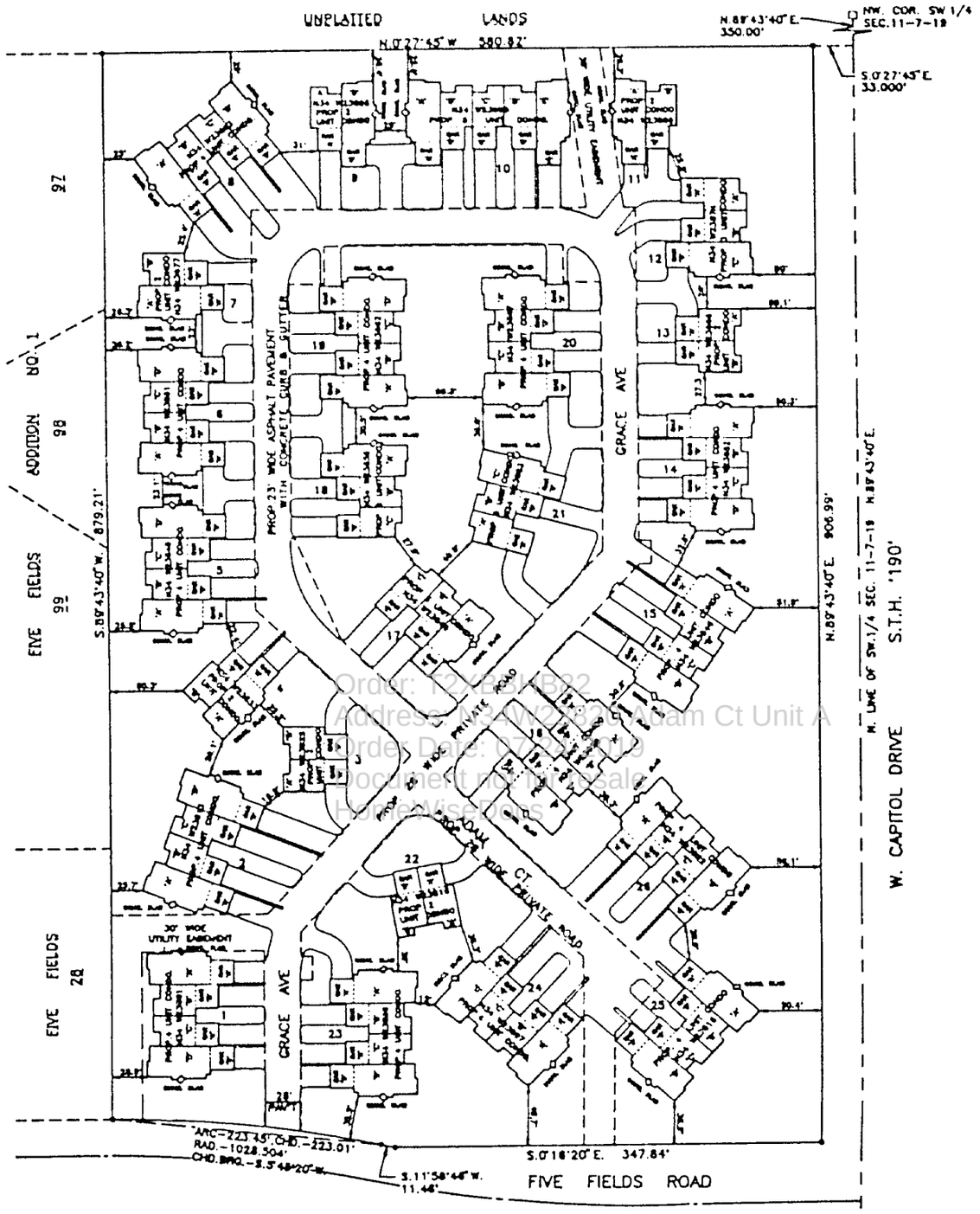
My commission expires September 17, 1989.

JEROME B. WEGNER - Notary Public

NOTES

See Page 2 for detailed information pertaining to applicable easements.

See page 3 for information pertaining to dimensions for the various building types.




Order: 12X83HBB2
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FILE NO. PEWAUKEE 381 W

INSTRUMENT DRAFTED BY JOHN W. JAHNKE



EXHIBIT A

CONDOMINIUM PLAT OF SURVEY

# CROSS WIND COVE CONDOMINIUMS

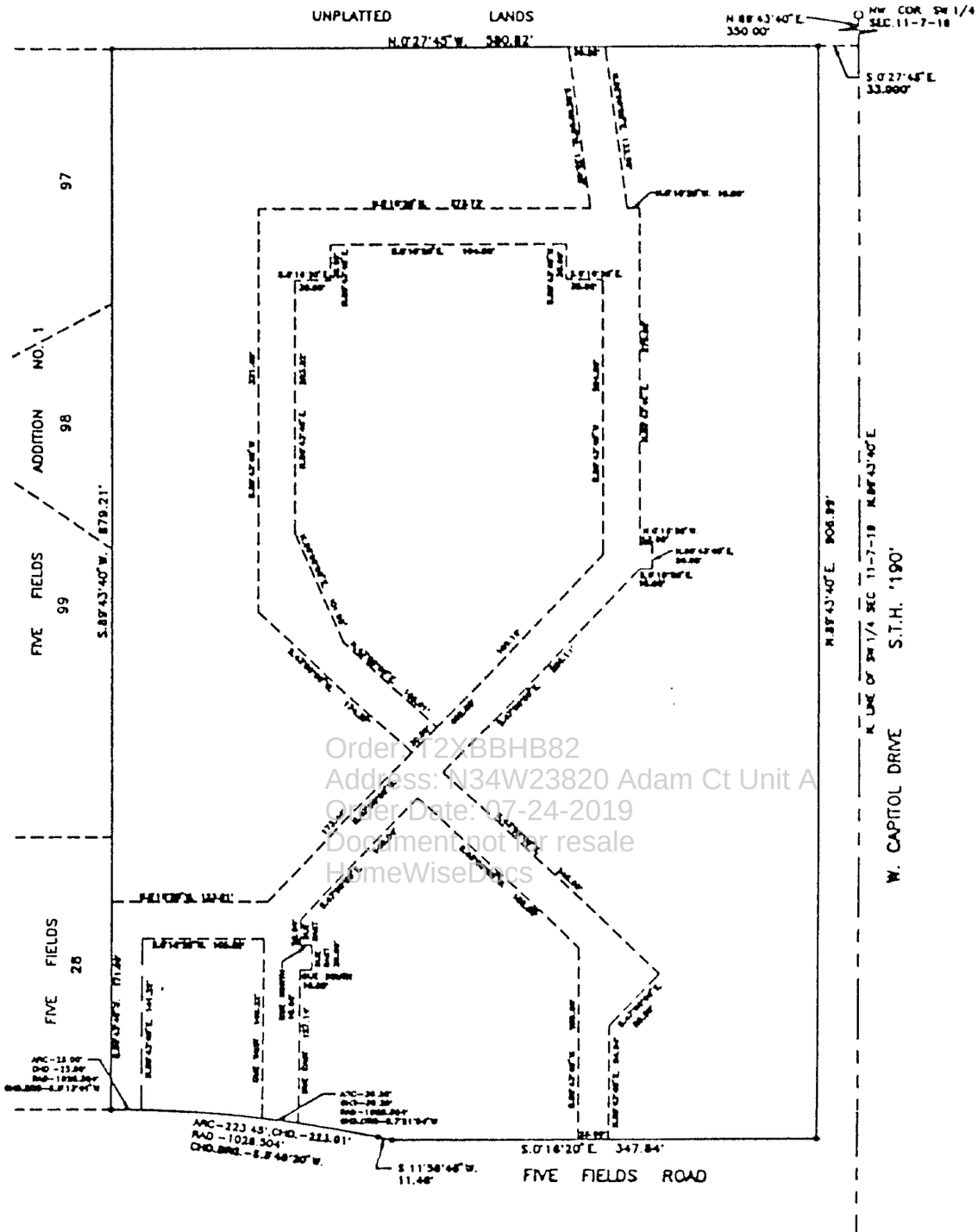
## WAUKESHA COUNTY, WISCONSIN

SCALE: 1" = 40'

0 40 80 120

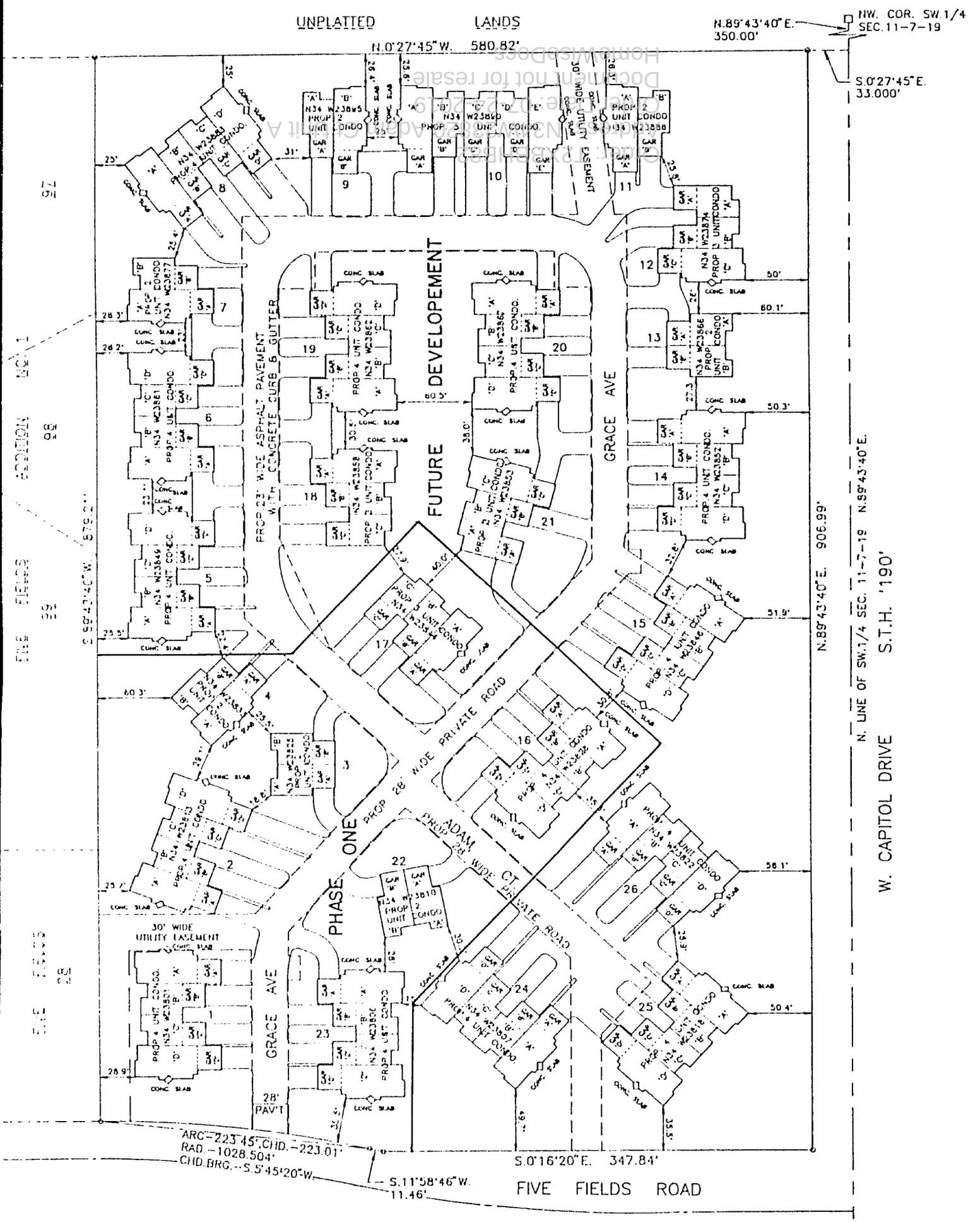
**LEGAL DESCRIPTION:** Sanitary Sewer and Water Main Easements

All that part of the Southwest Quarter (SW 1/4) of Section 11, Town 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Beginning at the northeast corner of Lot 28, Five Fields, a recorded subdivision; thence South 89°43'40" West 171.00 feet; thence North 0°16'20" West 129.01 feet; thence North 47°00'00" West 402.83 feet; thence South 89°43'40" West 224.06 feet; thence South 0°16'20" East 30.00 feet; thence South 89°43'40" West 30.00 feet; thence South 0°16'20" East 194.00 feet; thence North 89°43'40" East 30.00 feet; thence South 0°16'20" East 30.00 feet; thence North 89°43'40" East 203.82 feet; thence North 66°00'00" East 101.90 feet; thence North 47°00'00" East 106.01 feet; thence South 47°00'00" East 30.00 feet; thence South 43°00'00" West 174.27 feet; thence South 89°43'40" West 331.48 feet; thence North 0°16'20" West 273.73 feet; thence South 82°00'00" West 133.46 feet; thence North 0°27'45" West 30.26 feet; thence North 82°00'00" East 133.56 feet; thence North 0°16'20" West 10.00 feet; thence North 89°43'40" East 276.96 feet; thence North 0°16'20" West 10.00 feet; thence North 89°43'40" East 20.00 feet; thence South 0°16'20" East 10.00 feet; thence South 47°00'00" East 236.11 feet; thence North 43°00'00" East 245.00 feet; thence South 47°00'00" East 69.50 feet; thence North 89°43'40" East 84.94 feet; thence South 0°16'20" East 26.00 feet; thence South 89°43'40" West 159.00 feet; thence South 43°00'00" West 182.89 feet; thence South 47°00'00" East 140.94 feet; thence Due East 20.00 feet; thence Due North 10.00 feet; thence Due East 20.00 feet; thence Due South 10.00 feet; thence Due East 127.14 feet; thence 30.28 feet along the arc of a curve of radius 1028.504 feet, center lies to the east, chord bears South 7°21'54" West 30.28 feet; thence Due West 144.22 feet; thence South 0°16'20" East 100.89 feet; thence North 89°43'40" East 141.22 feet; thence 25.00 feet along the arc of a curve of radius 1028.504 feet, center lies to the east, chord bears South 0°13'41" West 25.00 feet to the place of beginning.




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PEWAUKEE 381 W

DRAFTED BY JOHN W. JAHNKE

PAGE 1 OF ___ PAGES.

EXHIBIT B

# CROSS WIND COVE CONDOMINIUMS

## PEWAUKEE

BUILDING 1 - N34 W23801 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 2 - N34 W23813 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 3 - N34 W23825 GRACE AVE.
- UNIT A-TOWNHOUSE
- UNIT B-TOWNHOUSE

BUILDING 4 - N34 W23833 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE

BUILDING 5 - N34 W23849 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-THOWNHOUSE
- UNIT D-RANCH

BUILDING 6 - N34 W23861 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 7 - N34 W23877 GRACE AVE.
- UNIT A-RANCE
- UNIT B-TOWNHOUSE

BUILDING 8 - N34 W23883 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 9 - N34 W23895 GRACE AVE.
- UNIT A-TOWNHOUSE
- UNIT B-RANCH

BUILDING 10 - N34 W23890 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-TOWNHOUSE
- UNIT E-RANCH

BUILDING 11 - N34 W23886 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE

BUILDING 12 - N34 W23874 GRACE AVE.
- UNIT A-TOWNHOUSE
- UNIT B-TOWNHOUSE
- UNIT C-RANCH

BUILDING 13 - N34 W23866 GRACE AVE.
- UNIT A-TOWNHOUSE
- UNIT B-TOWNHOUSE

BUILDING 14 - N34 W23852 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 15 - N34 W23846 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 16 - N34 W23828 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 17 - N34 W23844 GRACE AVE.
- UNIT A-TOWNHOUSE
- UNIT B-TOWNHOUSE
- UNIT C-RANCH

BUILDING 18 - N34 W23858 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE

BUILDING 19 - N34 W23862 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

BUILDING 20 - N34 W23867 GRACE AVE.
- UNIT A-RANCH
- UNIT B-TOWNHOUSE
- UNIT C-TOWNHOUSE
- UNIT D-RANCH

* ALL UNITS HAVE 2-CAR ATTACHED GARAGES. 2-BD/RM RANCHES, 2, & 3-BD/RM TOWNHOUSES

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EXHIBIT C

BUILDING 21 - N34 W23853 GRACE AVE
UNIT A-TOWNHOUSE
UNIT B-TOWNHOUSE
UNIT C-RANCH

BUILDING 22 - N34 W23810 GRACE AVE.
UNIT A-TOWNHOUSE
UNIT B-TOWNHOUSE

BUILDING 23 - N34 W23806 GRACE AVE
UNIT A-RANCH
UNIT B-TOWNHOUSE
UNIT C-TOWNHOUSE
UNIT D-RANCH

BUILDING 24 - N34 W23807 ADAM CT.
UNIT A-RANCH
UNIT B-TOWNHOUSE
UNIT C-TOWNHOUSE
UNIT D-RANCH

BUILDING 25 - N34 W23818 ADAM CT.
UNIT A-RANCH
UNIT B-TOWNHOUSE
UNIT C-TOWNHOUSE
UNIT D-RANCH

BUILDING 26 - N34 W23822 ADAM CT.
UNIT A-RANCH
UNIT B-TOWNHOUSE
UNIT C-TOWNHOUSE
UNIT D-RANCH

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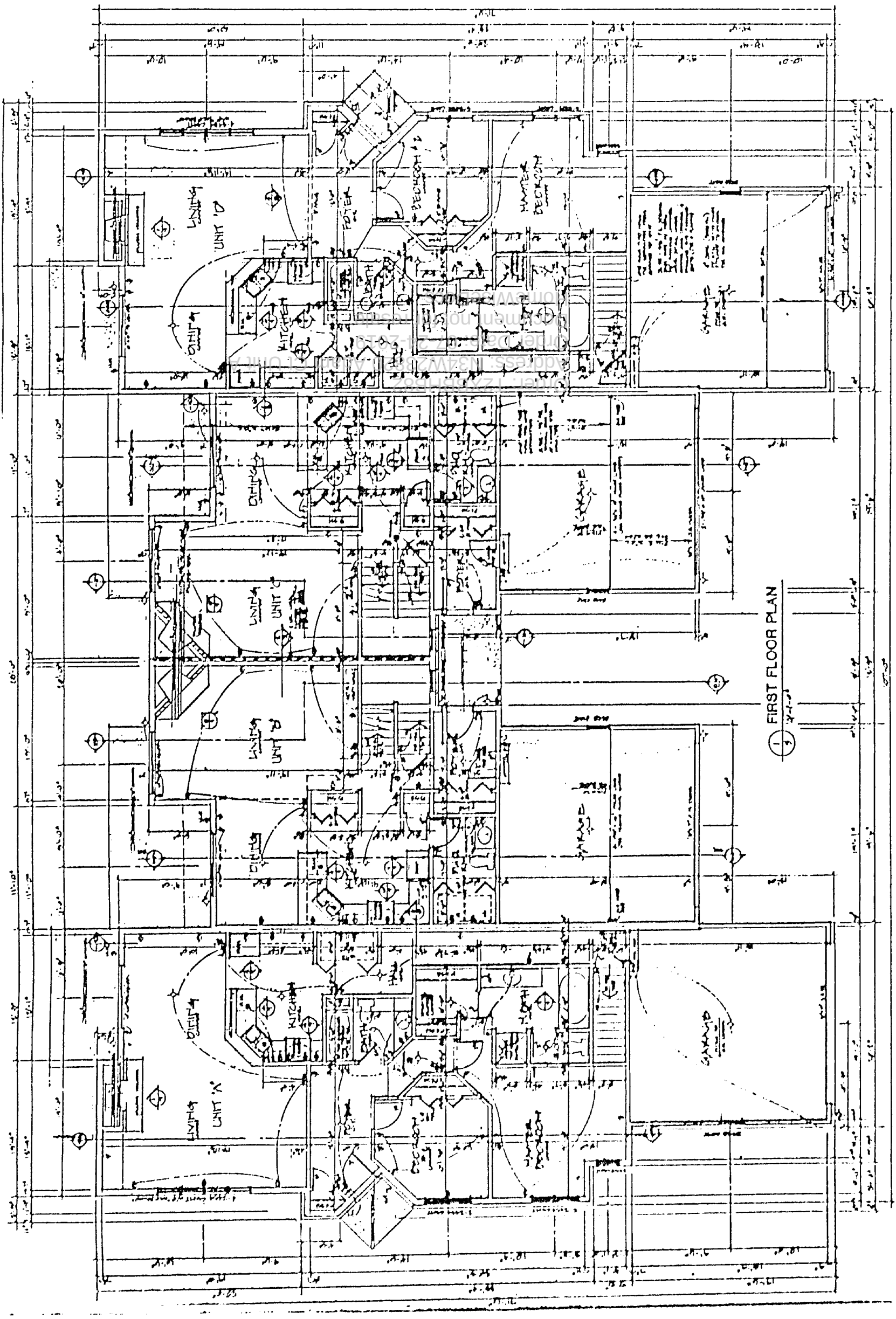
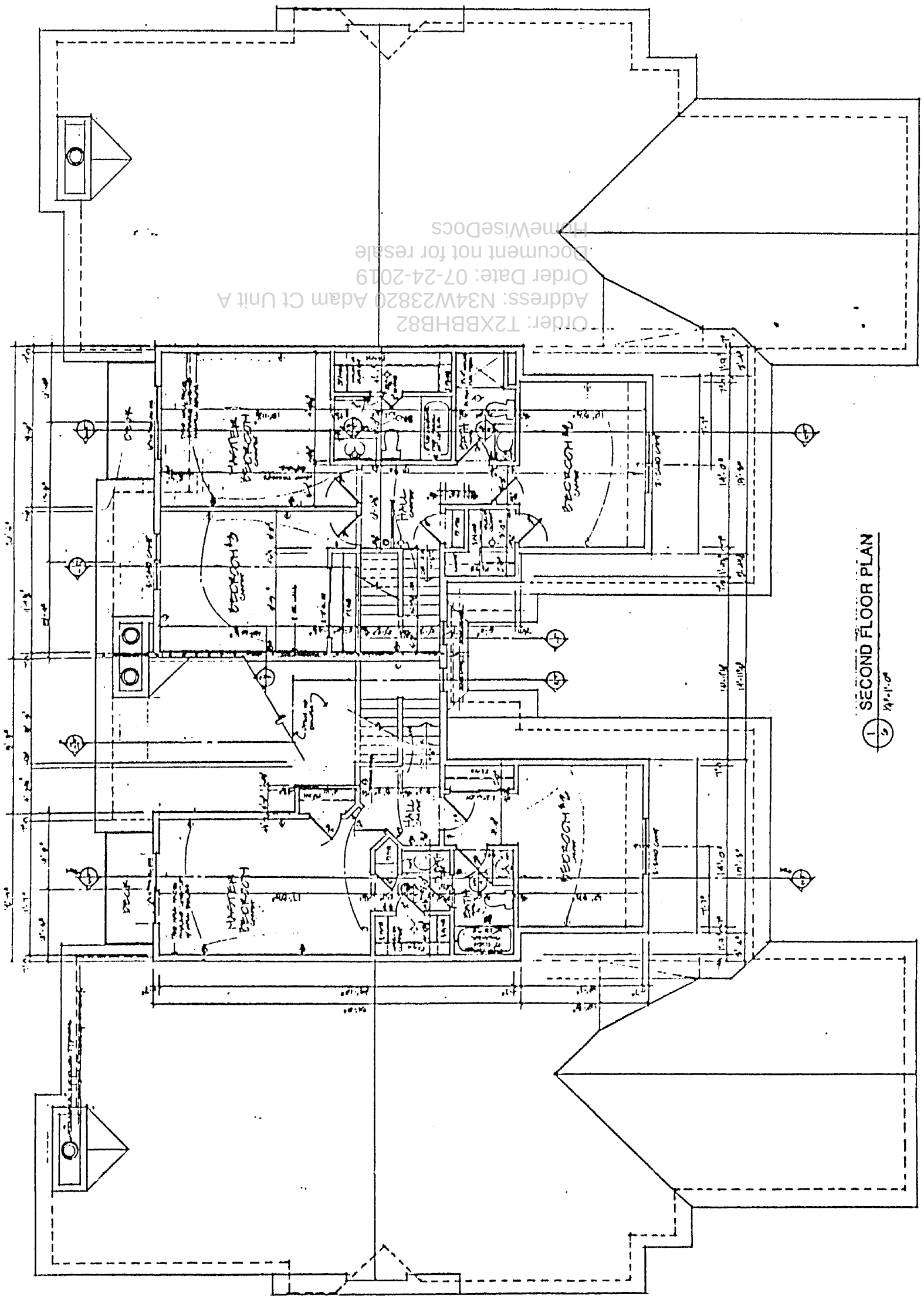
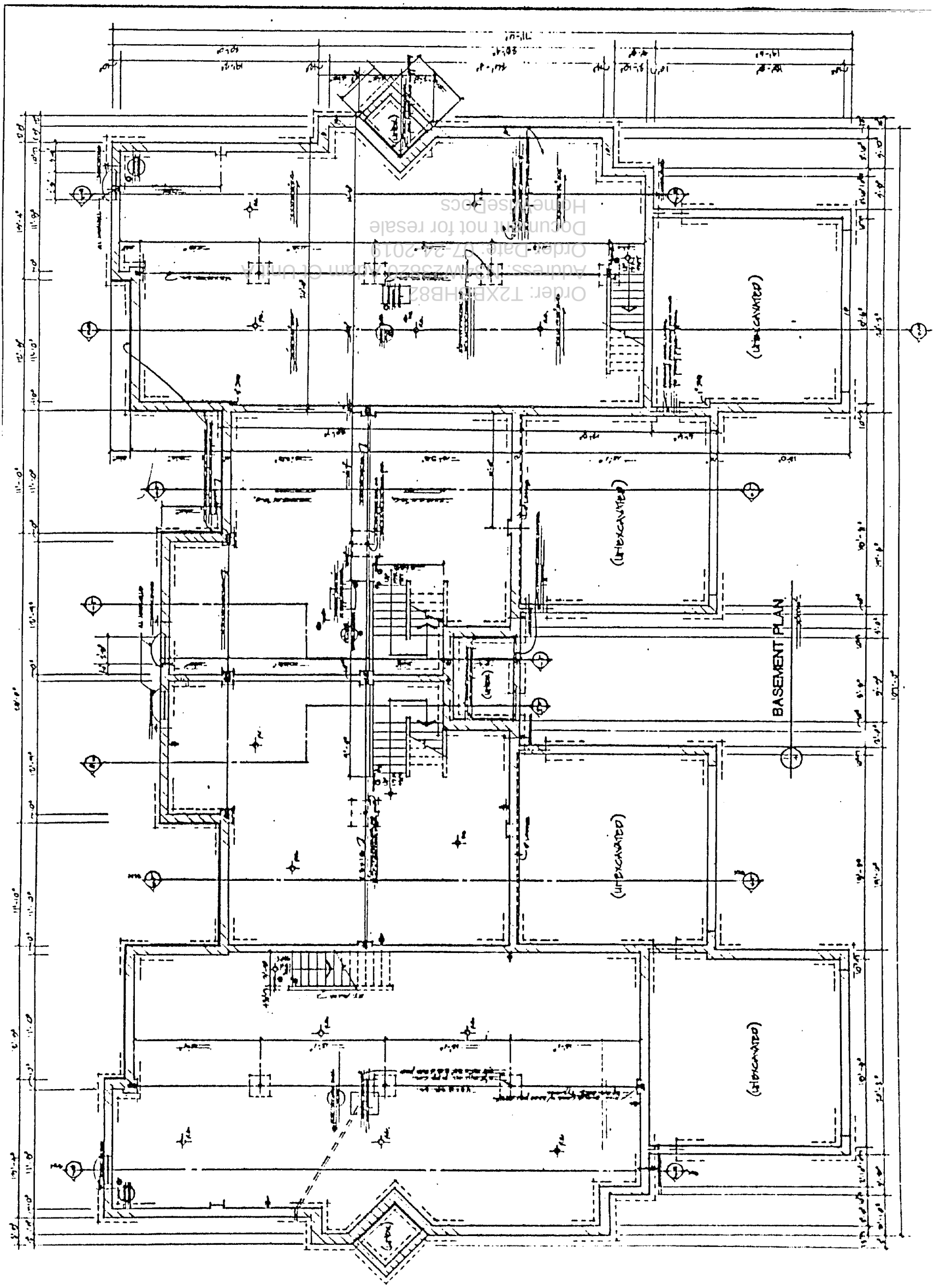



EXHIBIT D

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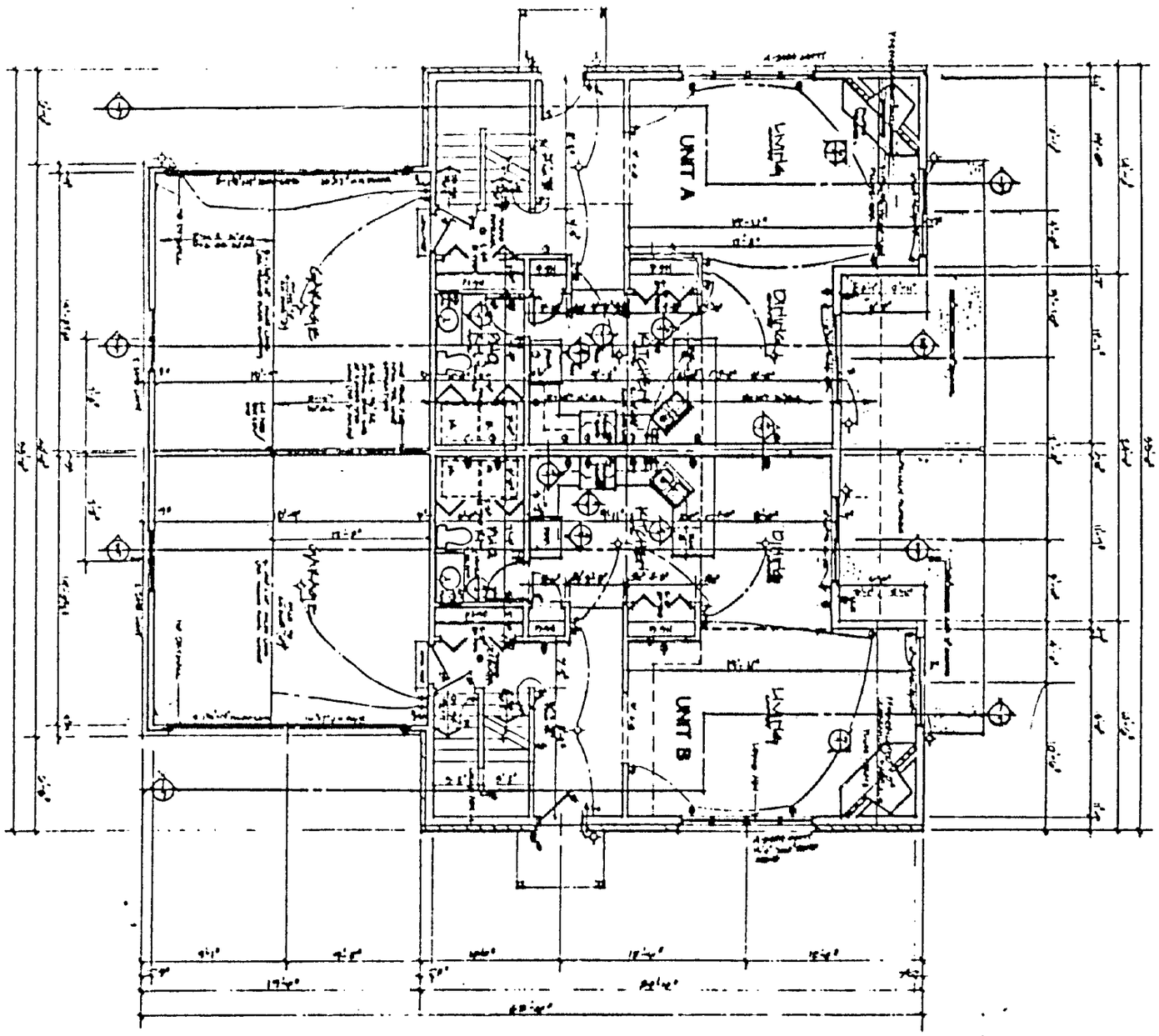





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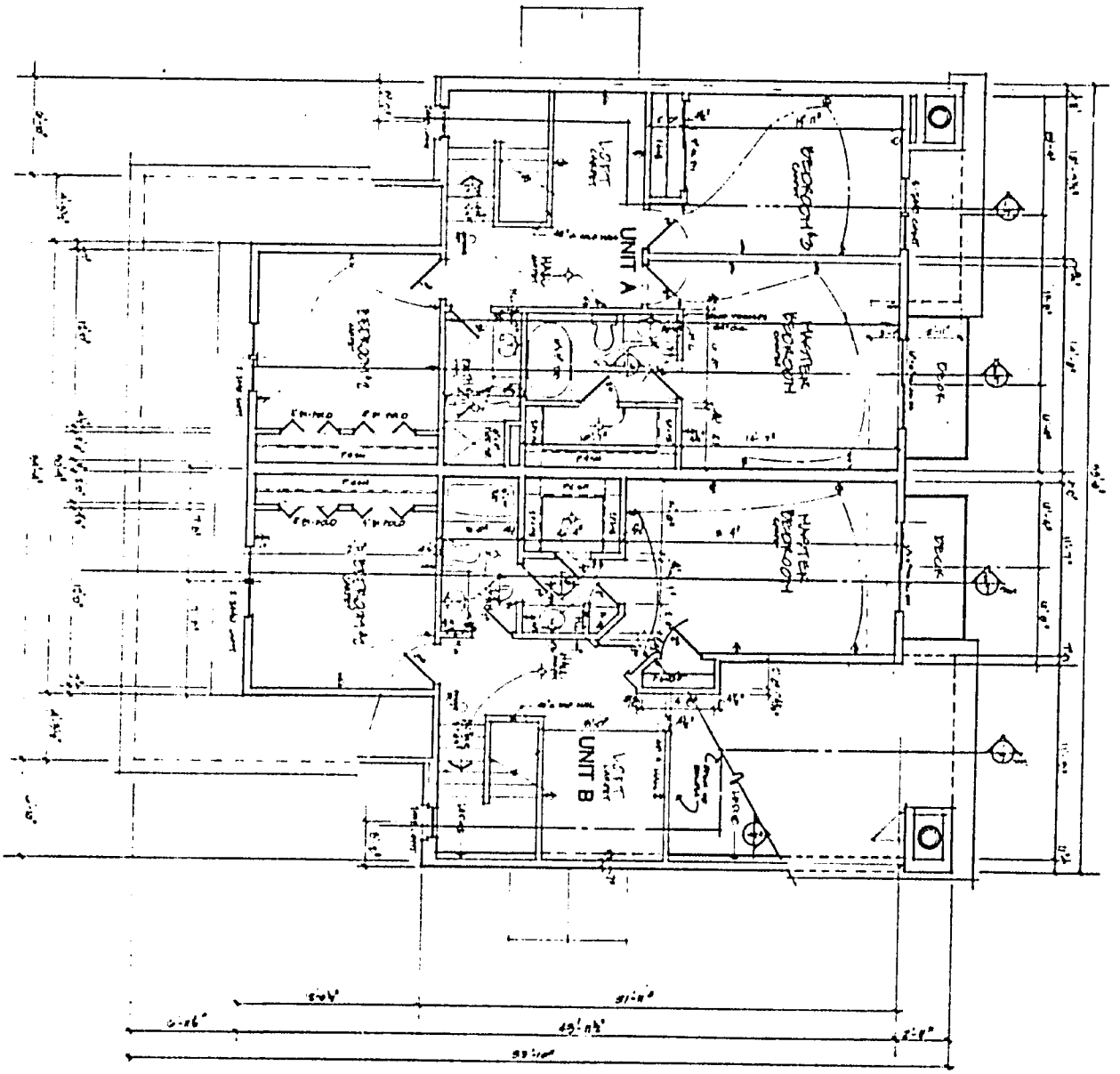
REEL 1107 PAGE 1031

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2 FIRST FLOOR PLAN

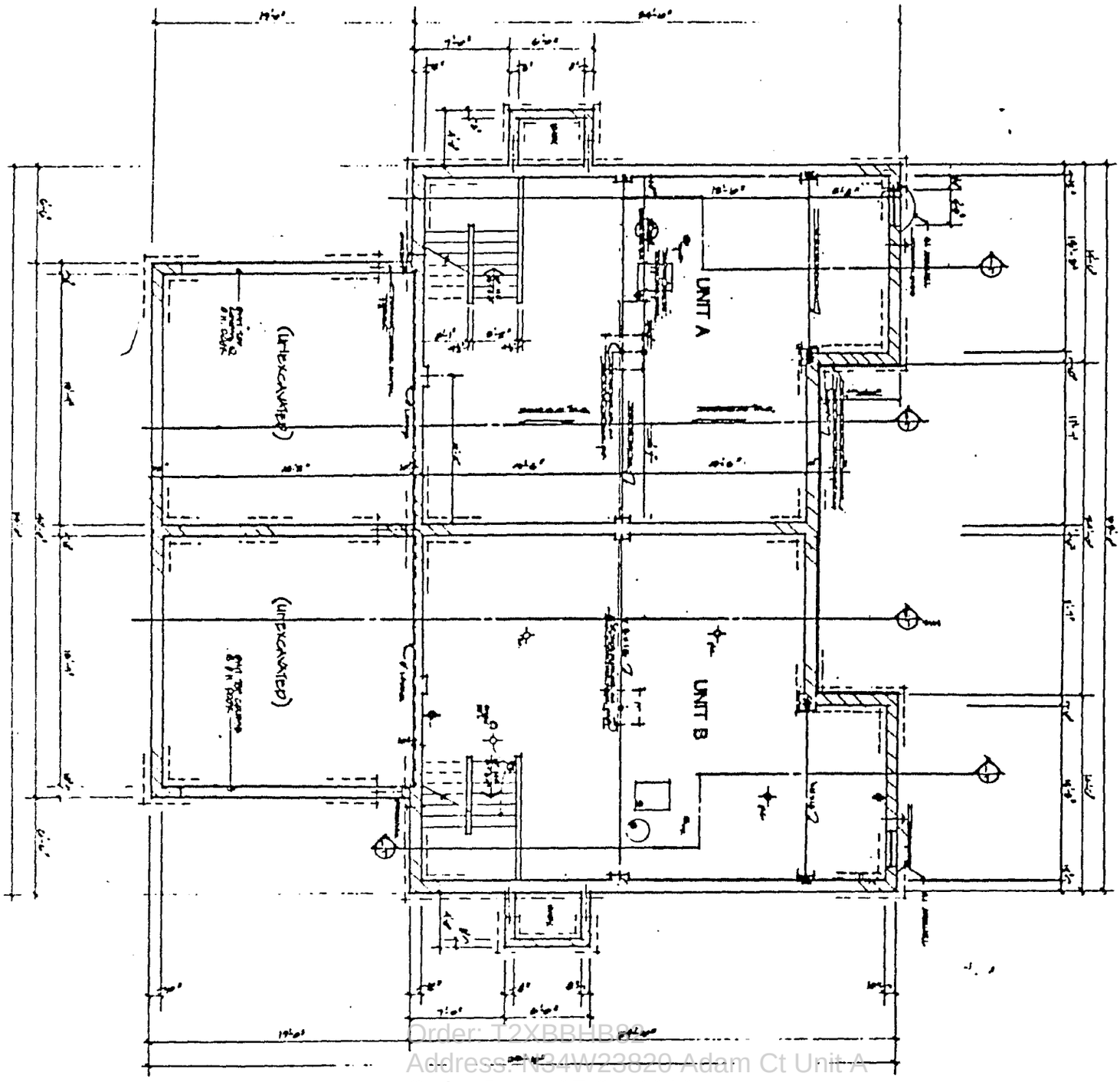
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SECOND FLOOR PLAN

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1 BASEMENT PLAN

Order: T2XBBHB8Z
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REEL 11077 IMG 1034

2039538

CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.

May, 1995

AMENDMENT TO THE DECLARATION

ARTICLE VIII, SECTION 8.08 Capital Contribution, of the Declaration of Cross Wind Cove Condominium Owner's Association, Inc. is hereby deleted and replaced by the following: "Each Unit Owner, upon purchasing said Unit, and each successive owner, shall pay to the Association a capital contribution of $200.00."

P12

IN WITNESS WHEREOF, the said CROSS WIND COVE CONDOMINIUM OWNERS ASSOCIATION, INC. by the chairman, Cy Pick, has executed this Declaration on this 8 day of May, 1995.

STATE OF WISCONSIN )
) SS
WAUKESHA COUNTY )

Personally came before me, this 8th day of May, 1995, the above named Cy Pick, Chairman, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Larry D. Krause

Notary Public, State of Wisconsin
My commission expires 12/8/96

NOTARY PUBLIC LARRY D. KRAUSE STATE OF WISCONSIN

Drafted by: Barbara Stallman, Secretary

Return to:
Cross Wind Cove
P.O. Box 72
Pewaukee, WI 53072

Order: T2XBAHB82
Address: N32W6882 Adams Ct Unit A
Order Date: 07-24-2019
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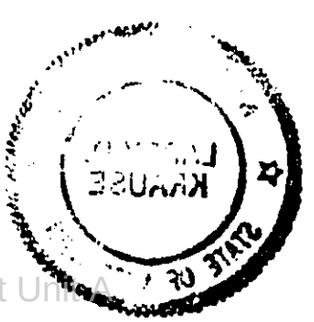
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REGISTER'S OFFICE
COUNTY, WIS } SS

95 MAY 18 PM 12: 20

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REGISTER OF DEEDS



Order: T2XBBHB82
Address: N34W23820 Adam Ct Unit A
Order Date: 07-24-2019
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AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP

REEL 1176 IMAGE 0002

CROSS WIND COVE CONDOMINIUM

1576364

The Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Conditions for CROSS WIND COVE CONDOMINIUM dated May 10, 1989 executed by Westphal Builders, Inc., a Wisconsin corporation, Developer, which Declaration was recorded in the office of the Register of Deeds for Waukesha County on the 16th day of May, 1989 on Reel 1107, Images 991 to 1034 inclusive, as Document No. 1535598, is hereby amended as follows:

1. Article II, Section 2.03. Designation of Units. A total of thirty-three (33) buildings are planned for the project, comprising a total of eighty-seven (87) Units. The project may be constructed in one or more phases. The initial plans (Phase One), comprising eight (8) buildings and twenty-five (25) Units, will include buildings 1, 2, 3, 4, 15, 16, 22 and 23, and each building will have two (2), three (3), four (4) or five (5) Units as shown on the attached Amended Exhibit "A". Each Unit shall have the address as shown on the attached Amended Exhibit "C". Buildings 1, 2, 5, 6, 16, 23, & 27 shall all be 4 Unit buildings with the floor plans being alike for each Unit as shown in the attached Exhibit "D" to the original Condominium Declarations. Buildings 3, 19, 22, & 28 shall all be 2 Unit buildings with the floor plans being alike for each Unit as shown in the attached Exhibit "D" to the original Condominium Declarations. Buildings 4, 7, 8, 9, 10, 12, 13, 17, 18, 20, 21, 24, 25, 26, 30, 32 & 33 shall also all be 2 Unit buildings with the floor plans being alike for each Unit as shown in the attached Amended Exhibit "D". Buildings 11, 14, 15 & 29 shall all be 3 Unit buildings with the floor plans being alike for each Unit as shown in the attached Amended Exhibit "D". Building 31 shall be the only 5 Unit building with the floor plans being alike for each Unit as shown on the attached Amended Exhibit "D".

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2. Article XII, Section 12.06. Motor Vehicle. Each Unit, individually, shall be allowed only three (3) motor vehicles. "Motor vehicle" is defined for purposes of this Section as automobiles, pickup trucks and/or motorcycles. It specifically excludes any and all other special use vehicles. No such vehicle shall be parked in any parking or driveway area, so as to interfere with the free use of such area for ingress and egress by the owners, lessees or occupants of any other Units entitled to the use and benefit of such area.

pw
38-20

IN WITNESS WHEREOF, the Developer has caused this amendment to the Declaration to be executed by DONALD W. WESTPHAL, its President, and GRACE J. WESTPHAL, its Secretary, on this 16th day of January, 1990.

WESTPHAL BUILDERS, INC.

Donald W. Westphal

Grace J. Westphal

Signatures of Donald W. Westphal and Grace J. Westphal authenticated this 16th day of January, 1990.

Steven D. Schmuki

Order: T2XBBHB82
Address: N34W23820 Adam Ct Unit A
Order Date: 07-24-2019
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This instrument drafted by Attorney Steven D. Schmuki and should be returned to 12750 West North Ave. Brookfield, Wisconsin 53005.

Amended Exhibit "A" REEL 1176 IMAGE 0004

CONDOMINIUM PLAT OF SURVEY

# CROSS WIND COVE CONDOMINIUMS

WAUKESHA COUNTY, WISCONSIN

ADDRESS: N34 W23809, N34 W23811, N34 W23815, N34 W23818, N34 W23820, N34 W23822 Adam Court and N34 W23801, N34 W23806, N34 W23810, N34 W23813, N34 W23825, N34 W23828, N34 W23833, N34 W23838, N34 W23844, N34 W23846, N34 W23849, N34 W23852, N34 W23853, N34 W23858, N34 W23861, N34 W23862, N34 W23866, N34 W23869, N34 W23871, N34 W23874, N34 W23875, N34 W23877, N34 W23879, N34 W23883, N34 W23886, N34 W23887, N34 W23895 Grace Avenue.

SCALE: 1"=80'

0 40 80 120

LEGAL DESCRIPTION: All that part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 11, Town 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Southwest Quarter (SW 1/4) of Section 11; thence North 89°43'40" East along the north line of said Southwest Quarter (SW 1/4) 350.00 feet; thence South 0°27'45" East 33.00 feet to the place of beginning of the lands herein to be described; thence North 89°43'40" East along the right-of-way line of Capitol Drive (S.T.H. 190) 906.99 feet; thence South 0°16'20" East 347.84 feet; thence South 11°58'46" West 11.46 feet; thence southerly 223.45 feet along the arc of a curve of radius 1028.504 feet, center lies to the east, chord of said arc bears South 5°45'20" West 223.01 feet; thence South 89°43'40" West 879.21 feet; thence North 0°27'45" West 580.82 feet to the place of beginning. Containing a net area of 522,183 square feet or 11.9877 acres of land.

CERTIFICATE OF SURVEYOR: I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing Plat of Survey for CROSS WIND COVE CONDOMINIUMS, A Condominium, N34 W23809, N34 W23811, N34 W23815, N34 W23818, N34 W23820, N34 W23822 Adam Court and N34 W23801, N34 W23806, N34 W23810, N34 W23813, N34 W23825, N34 W23828, N34 W23833, N34 W23838, N34 W23844, N34 W23846, N34 W23849, N34 W23852, N34 W23853, N34 W23858, N34 W23861, N34 W23862, N34 W23866, N34 W23869, N34 W23871, N34 W23874, N34 W23875, N34 W23877, N34 W23879, N34 W23883, N34 W23886, N34 W23887, N34 W23895 Grace Avenue, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements therein as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

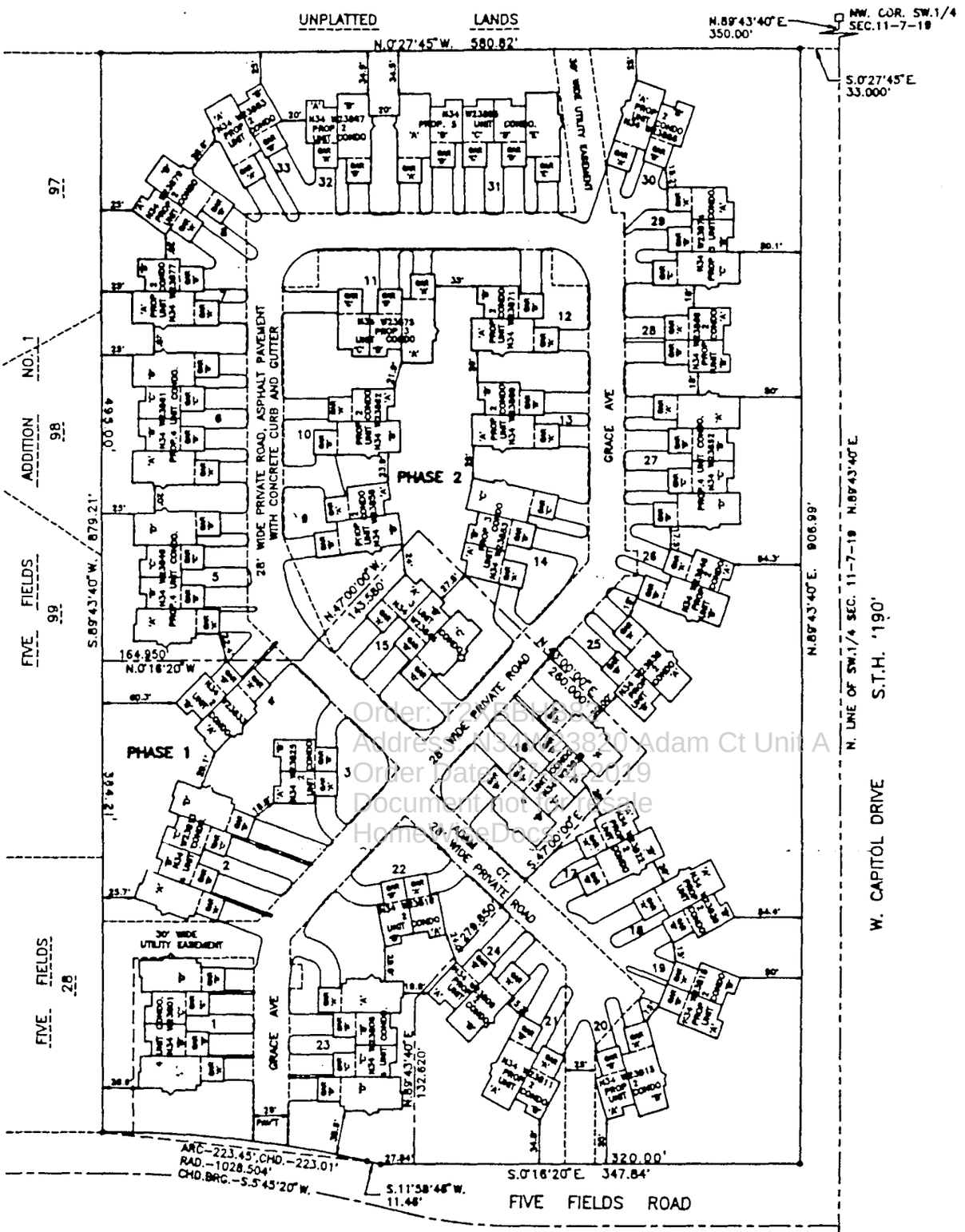
JOHN W. JAHNKE — Wis. Reg. No. S.917
Dated this 24TH day of November, 1989.

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

STATE OF WISCONSIN )
COUNTY OF WAUKESHA)
The above certificate subscribed and sworn to me this 24TH day of NOVEMBER, 1989.

My commission expires September 13, 1993.

JEROME G. WEGNER — NOTARY PUBLIC




Order: TRUEBlue
Address: N34W23820 Adam Ct Unit A
Order Date: 5/6/2019
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FILE NO. PEWAUKEE 381W
INSTRUMENT DRAFTED BY JOHN W. JAHNKE

Amended Exhibit "C"

CROSS WIND COVE CONDOMINIUMS

PEWAUKEE

REEL 1176 IMAGE 0005

| BLDG. NO. | BLDG. SIZE | ADDRESS |
|---|---|---|
| 1 | 4-PLEX | N34 W23801 GRACE AVE. UNITS A,B,C,D, |
| 2 | 4-PLEX | N34 W23813 GRACE AVE. UNITS A,B,C,D, |
| 3 | 2-PLEX | N34 W23825 GRACE AVE. UNITS A,B, |
| 4 | 2-PLEX | N34 W23833 GRACE AVE. UNITS A,B, |
| 5 | 4-PLEX | N34 W23849 GRACE AVE. UNITS A,B,C,D, |
| 6 | 4-PLEX | N34 W23861 GRACE AVE. UNITS A,B,C,D, |
| 7 | 2-PLEX | N34 W23877 GRACE AVE. UNITS A,B, |
| 8 | 2-PLEX | N34 W23879 GRACE AVE. UNITS A,B, |
| 9 | 2-PLEX | N34 W23858 GRACE AVE. UNITS A,B, |
| 10 | 2-PLEX | N34 W23862 GRACE AVE. UNITS A,B, |
| 11 | 3-PLEX | N34 W23875 GRACE AVE. UNITS A,B,C, |
| 12 | 2-PLEX | N34 W23871 GRACE AVE. UNITS A,B, |
| 13 | 2-PLEX | N34 W23869 GRACE AVE. UNITS A,B, |
| 14 | 3-PLEX | N34 W23853 GRACE AVE. UNITS A,B,C, |
| 15 | 3-PLEX | N34 W23844 GRACE AVE. UNITS A,B,C, |
| 16 | 4-PLEX | N34 W23828 GRACE AVE. UNITS A,B,C,D, |
| 17 | 2-PLEX | N34 W23822 ADAM CT. UNITS A,B, |
| 18 | 2-PLEX | N34 W23820 ADAM CT. UNITS A,B, |
| 19 | 2-PLEX | N34 W23818 ADAM CT. UNITS A,B, |
| 20 | 2-PLEX | N34 W23815 ADAM CT. UNITS A,B, |
| 21 | 2-PLEX | N34 W23811 ADAM CT. UNITS A,B, |
| 22 | 2-PLEX | N34 W23810 GRACE AVE. UNITS A,B, |

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Address: N34W23820 Adam Ct Unit A
Order Date: 07-24-2019
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| BLDG. NO. | BLDG. SIZE | ADDRESS |
|---|---|---|
| 23 | 4-PLEX | N34 W23806 GRACE AVE. UNITS A,B,C,D, |
| 24 | 2-PLEX | N34 W23809 ADAM CT. UNITS A,B, |
| 25 | 2-PLEX | N34 W23838 GRACE AVE. UNITS A,B, |
| 26 | 2-PLEX | N34 W23846 GRACE AVE. UNITS A,B, |
| 27 | 4-PLEX | N34 W23852 GRACE AVE. UNITS A,B,C,D, |
| 28 | 2-PLEX | N34 W23866 GRACE AVE. UNITS A,B, |
| 29 | 3-PLEX | N34 W23874 GRACE AVE. UNITS A, B, C, |
| 30 | 2-PLEX | N34 W23886 GRACE AVE. UNITS A,B, |
| 31 | 5-PLEX | N34 W23895 GRACE AVE. UNITS A,B,C,D,E, |
| 32 | 2-PLEX | N34 W23887 GRACE AVE. UNITS A,B, |
| 33 | 2-PLEX | N34 W23883 GRACE AVE. UNITS A,B, |

* ALL UNITS HAVE 2-CAR ATTACHED GARAGES

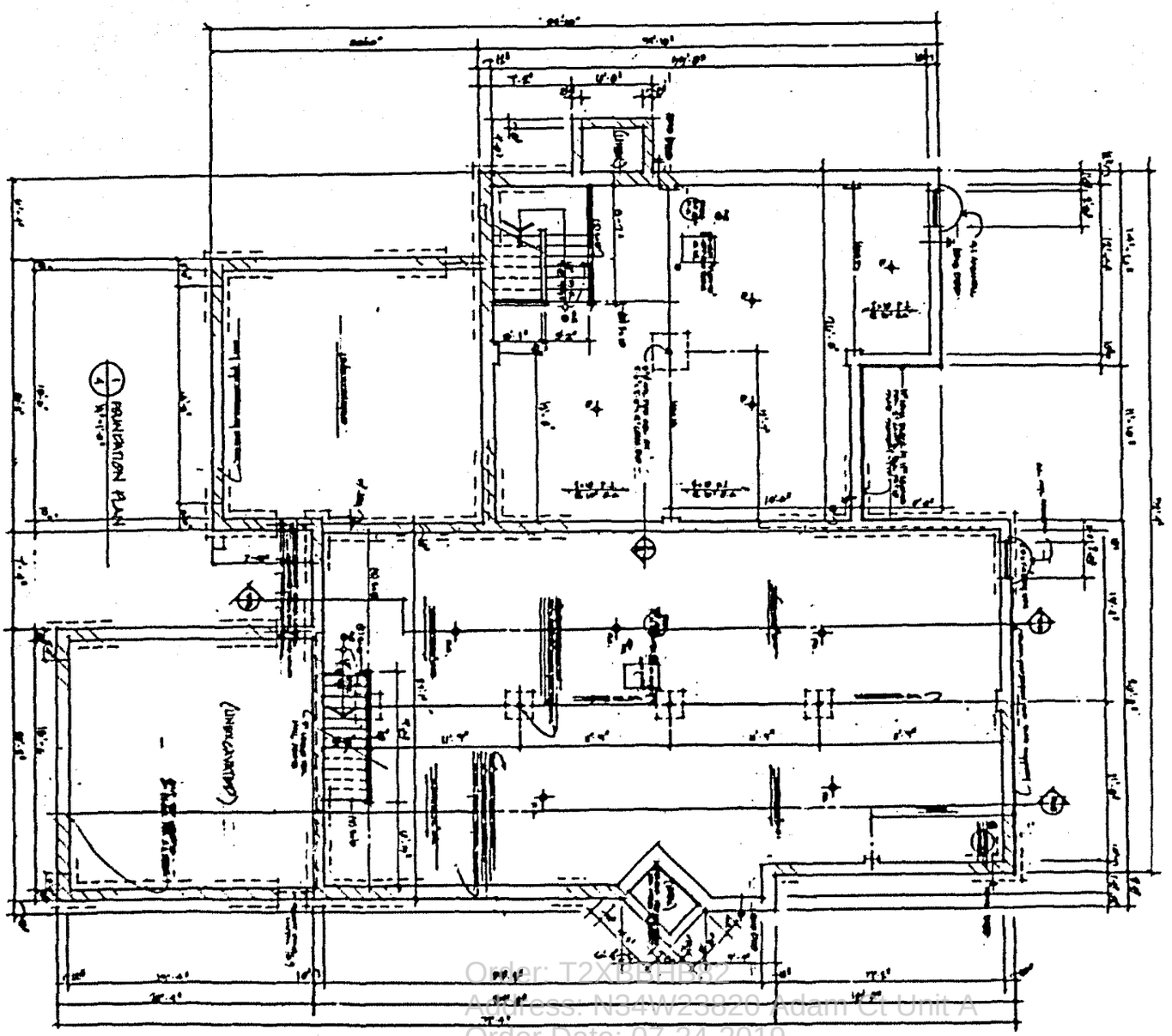
AVAILABLE UNITS: 2-BD/BM RANCHES

2-BD/BM AND 3-BD/BM TOWNHOUSES

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Address: N34W23820 Adam Ct Unit A

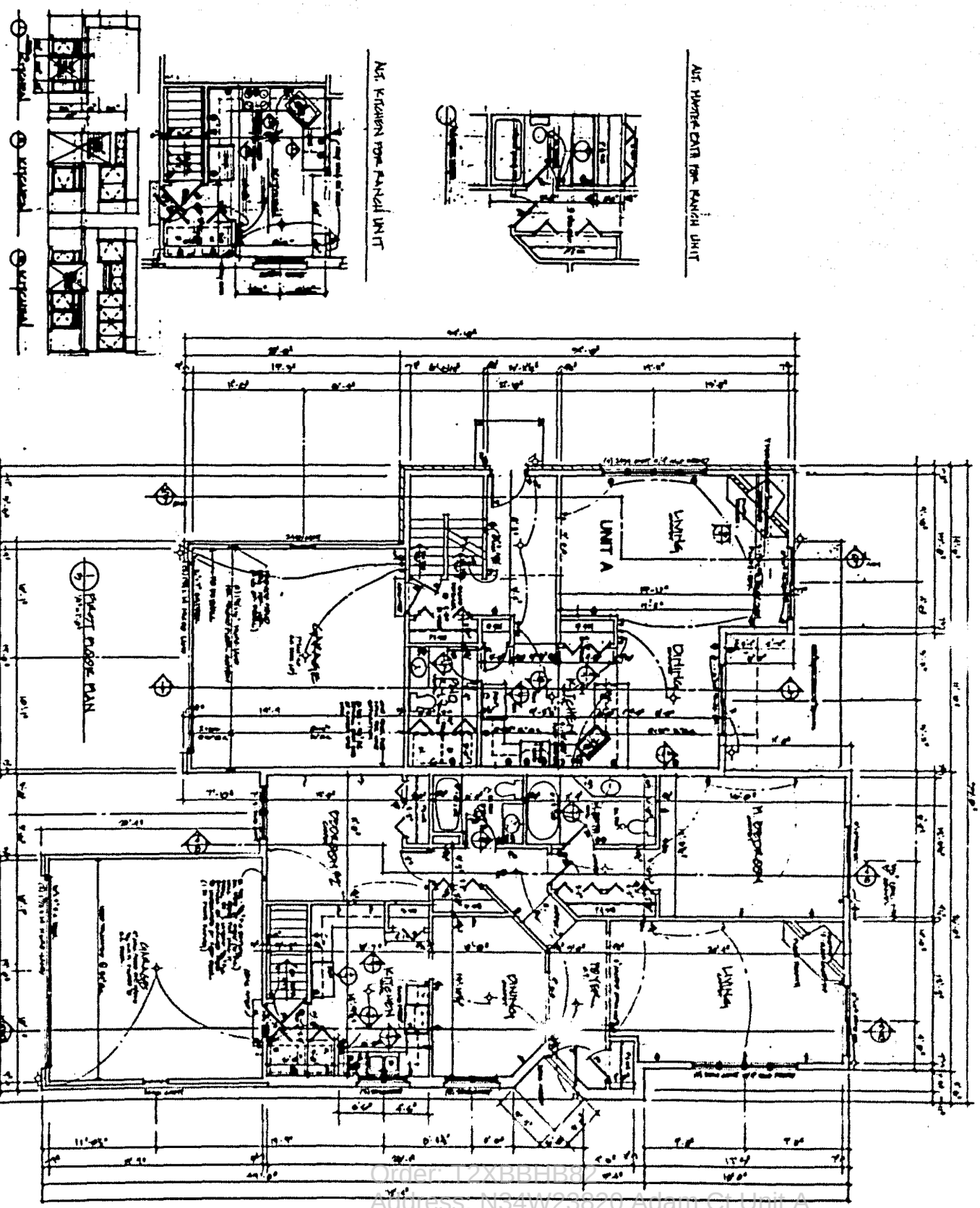
Amended Exhibit "D"






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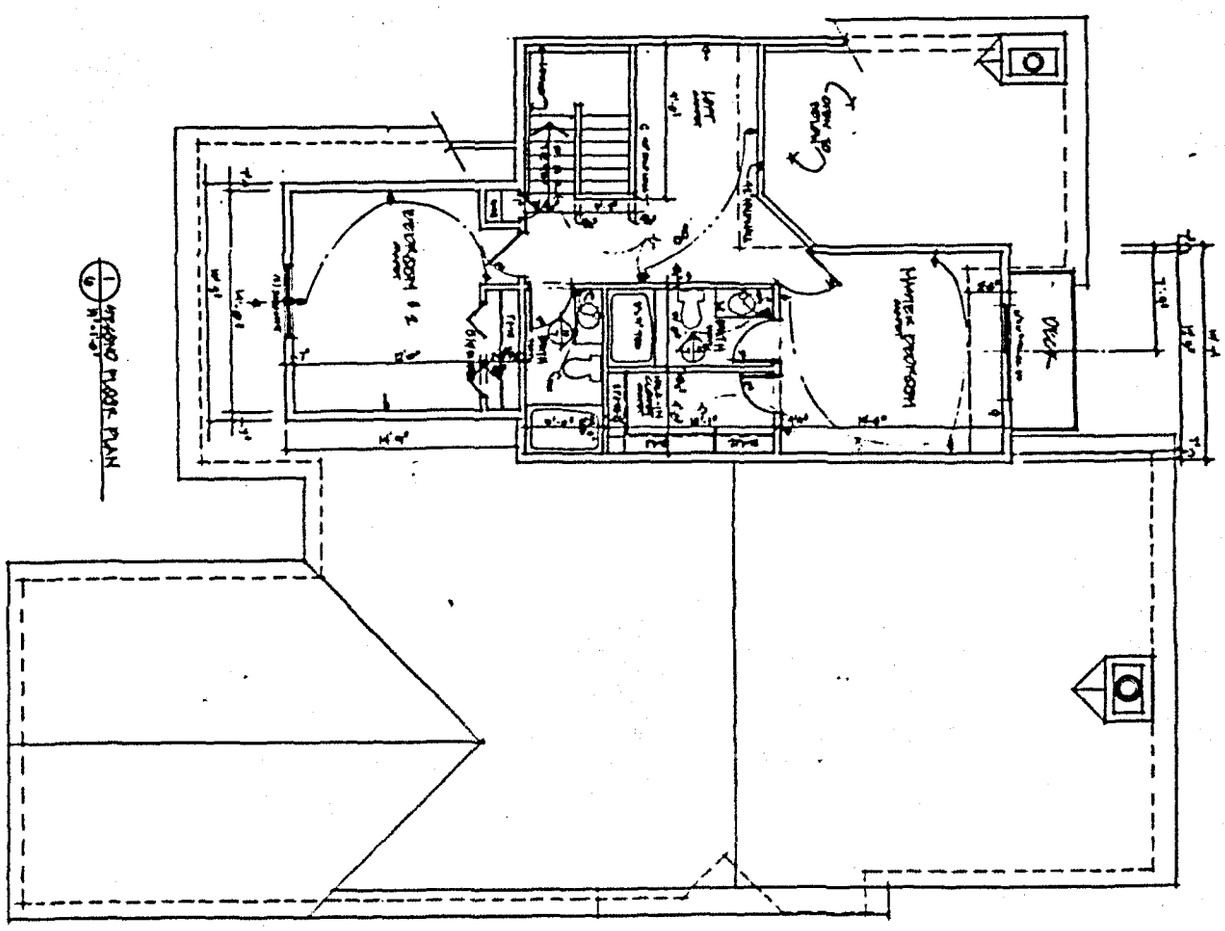
BASEMENT PLAN




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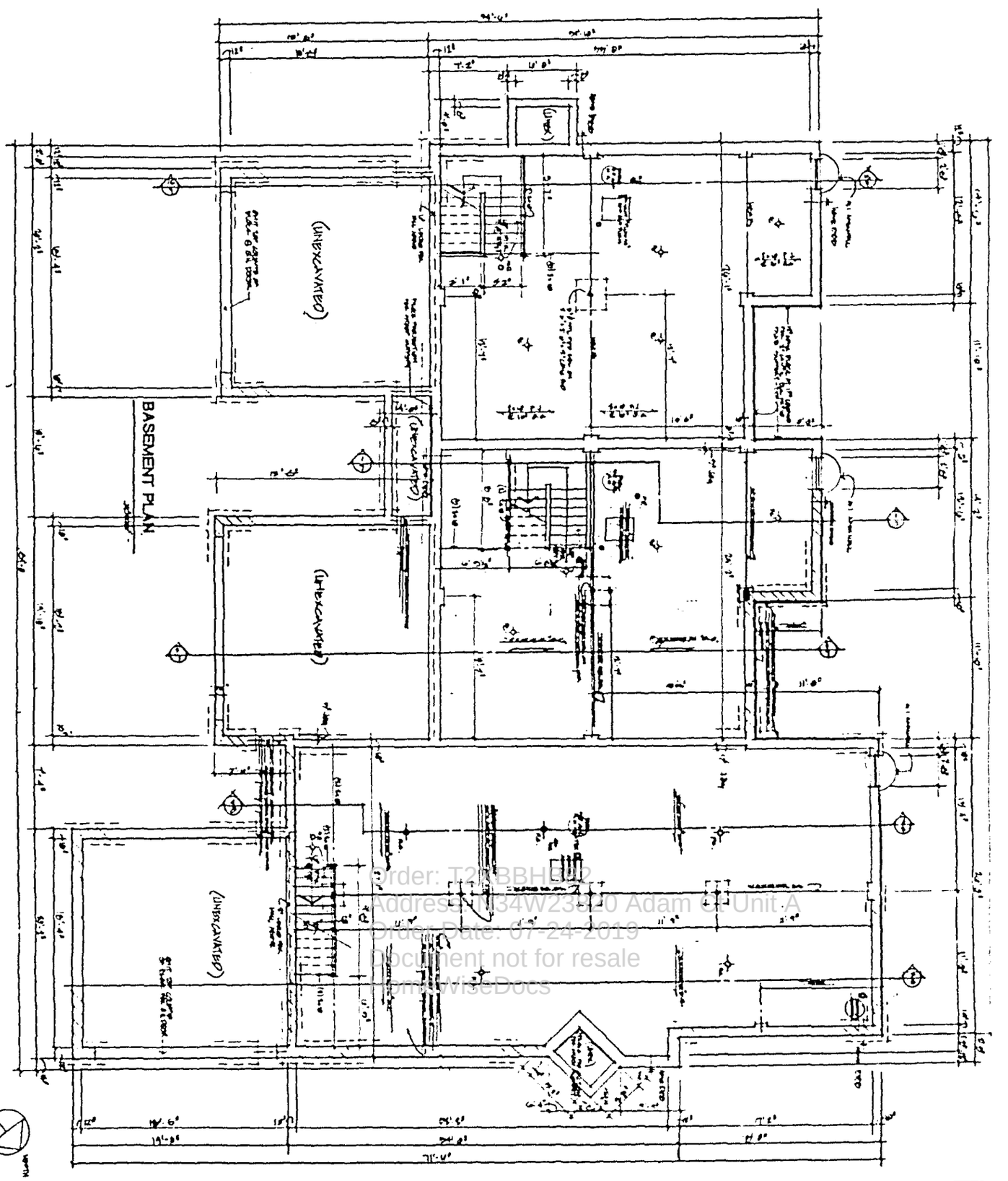
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FIRST FLOOR PLAN



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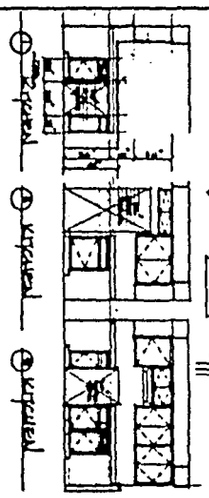
SECOND FLOOR PLAN



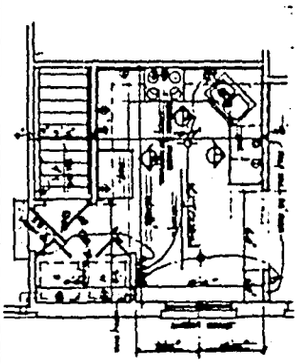

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BASEMENT PLAN

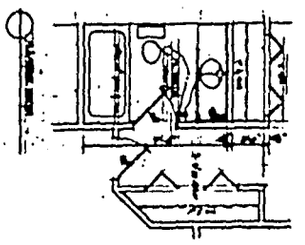
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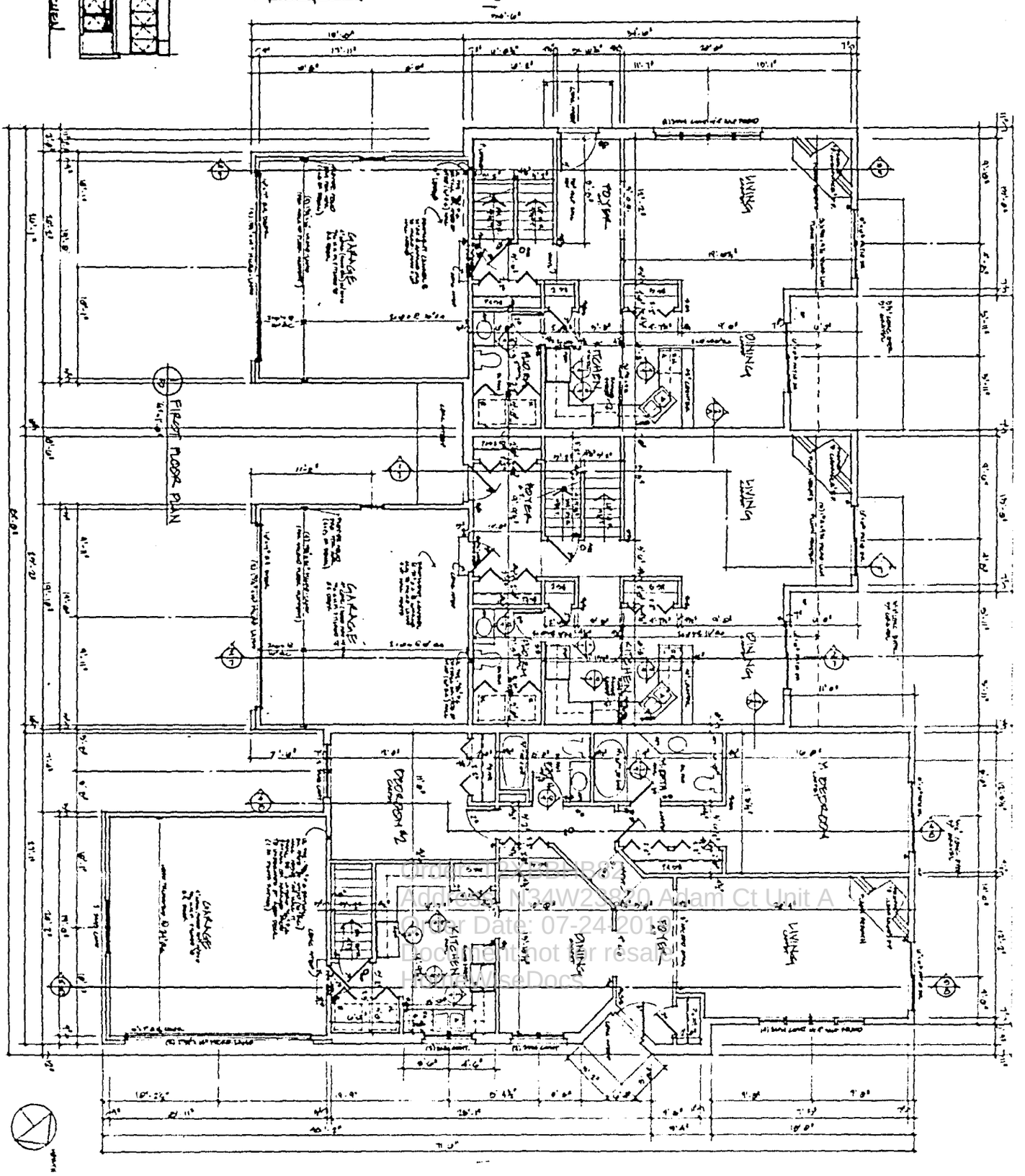


ALT. KITCHEN LAYOUT FOR RANCH



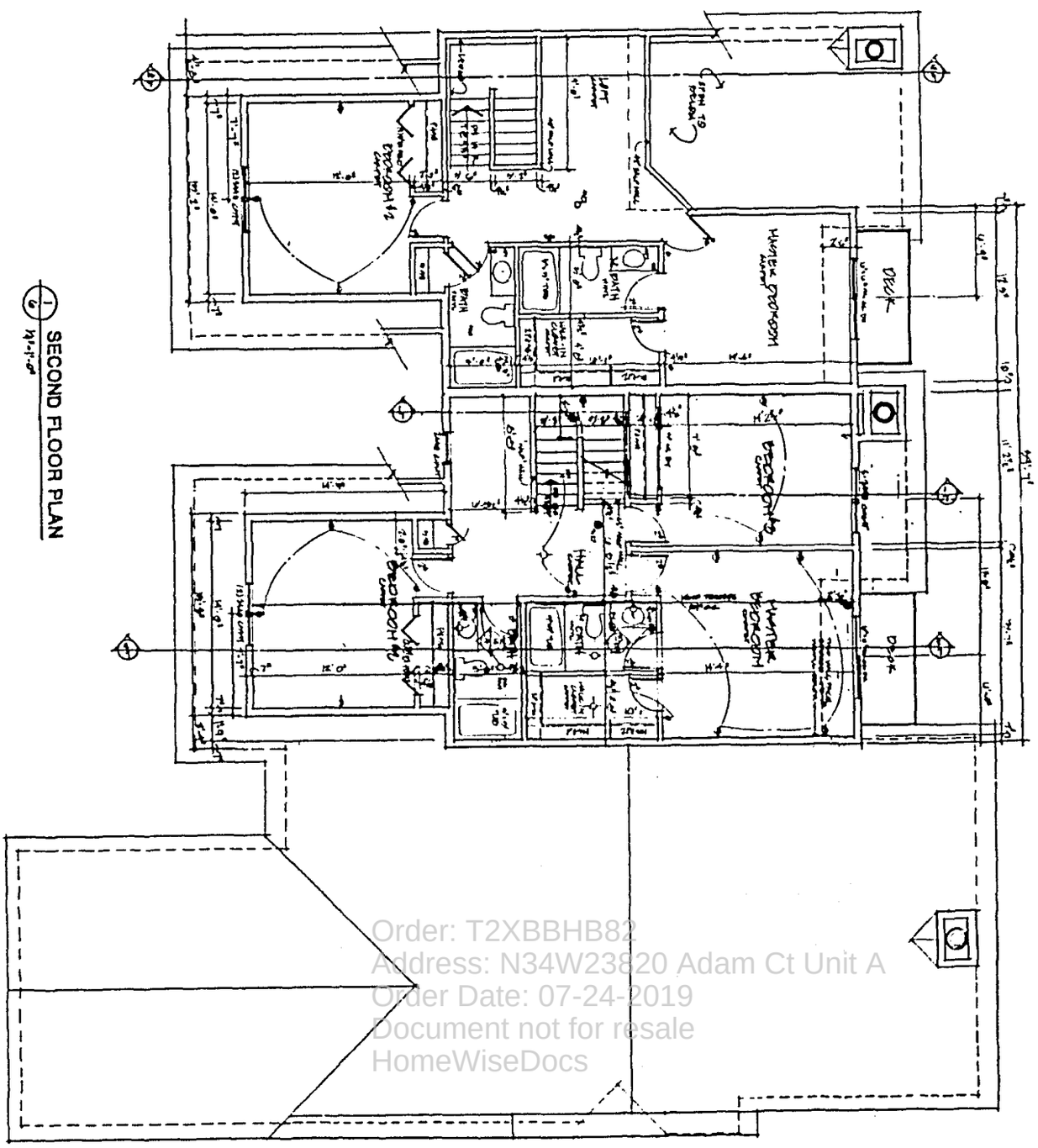
ALT. MASTER BATH FOR RANCH UNIT






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Order Date: 07-24-2018
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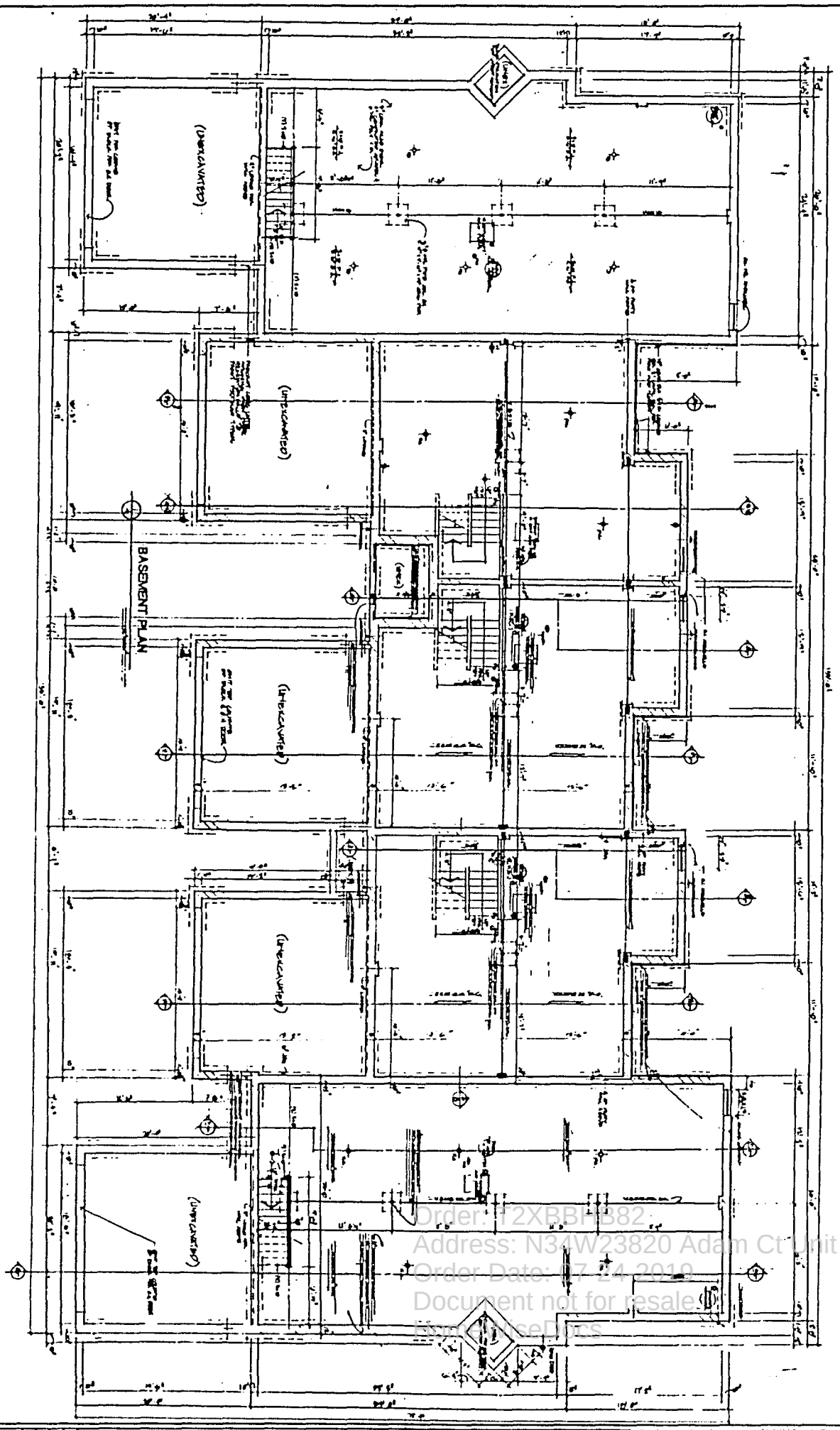
FIRST FLOOR PLAN



SECOND FLOOR PLAN

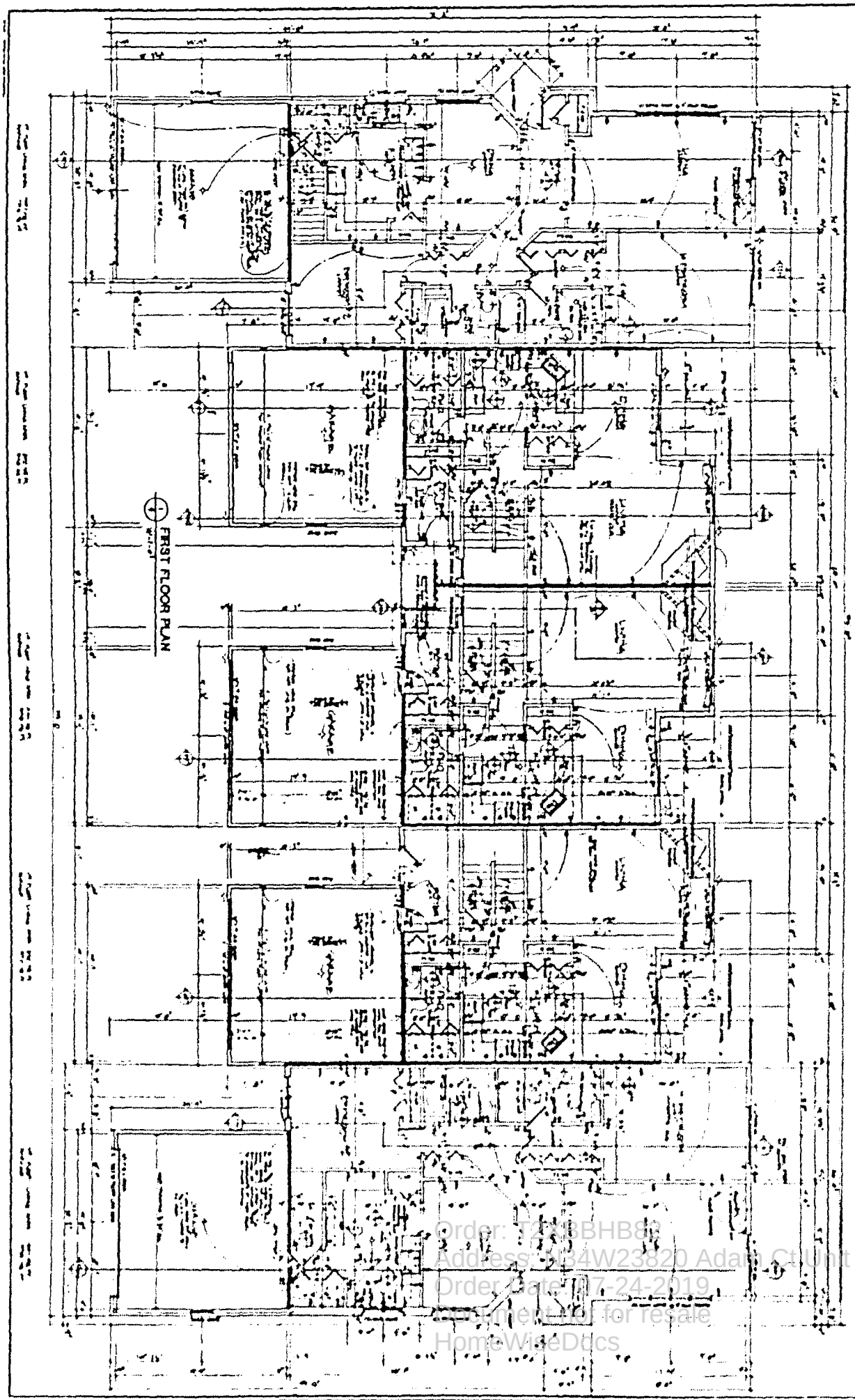
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SECOND FLOOR PLAN




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BASEMENT PLAN




FIRST FLOOR PLAN

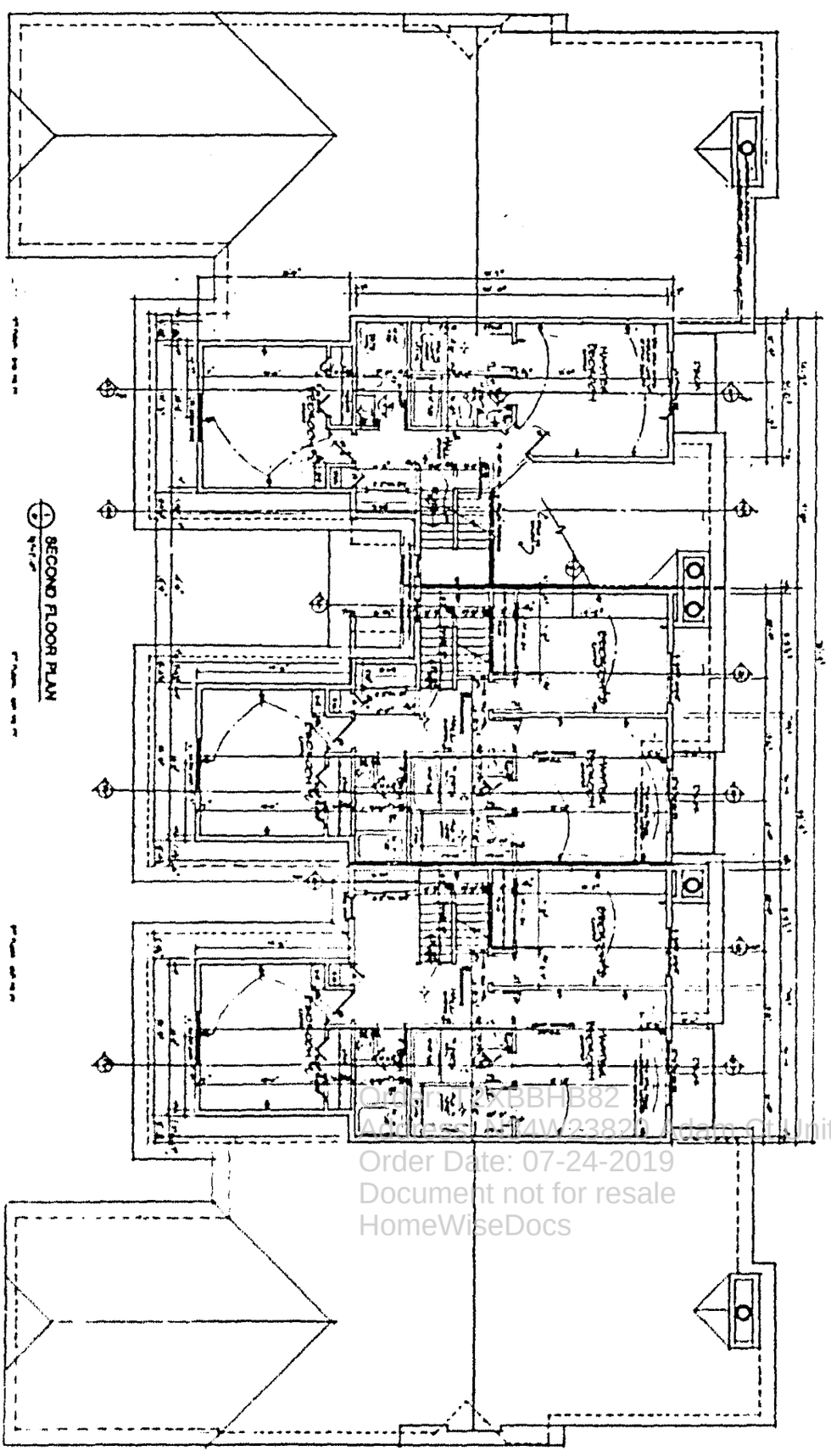
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SECOND FLOOR PLAN