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SEVENTH AMENDED AND RESTATED DECLARATION

HAMPDEN PINES CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

Table of Contents

RECITALS 1

ARTICLE 1. DEFINITIONS 2

1.1 Act 2

1.2 Association 2

1.3 Association Insurance 2

1.4 Board 2

1.5 Building 2

1.6 Bylaws 2

1.7 Common Elements and Limited Common Elements 2

1.8 Condominium 2

1.9 Condominium Governing Documents 2

1.10 Declaration 3

1.11 Interest 3

1.12 Mortgagee 3

1.13 Occupant 3

1.14 Plat of Condominium or Condominium Plat. 3

1.15 Property 3

1.16 Rules and Regulations 3

1.17 Unit 3

1.18 Unit Owner 3

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES 3

2.1 Units 3

2.2 Common Elements; Limited Common Elements 4

ARTICLE 3. INTEREST AND COMMON ELEMENTS 4

3.1 Ownership 4

3.2 Common Expenses and Surpluses 4

3.3 Application of Surpluses 4

ARTICLE 4. ASSOCIATION OF UNIT OWNERS 4

4.1 Administration 4

4.2 Membership and Voting 5

4.3 Management 5

4.4 Approvals 5

ARTICLE 5. DUES AND ASSESSMENTS 5
5.1 Budget and Dues; Special Assessments 5
5.2 Installments; Late Payments 5
5.3 Enforcement; Liens 6
5.4 Association Statements 6
ARTICLE 6. MAINTENANCE AND ALTERATIONS 6
6.1 Unit Owner Responsibility 6
6.2 Association Responsibility 7
6.3 Unit Owner Violation; Association Right to Cure 7
ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY 7
7.1 Residential Purposes Only 7
7.2 Exterior Alterations 7
7.3 Signs 7
7.4 Hot Tubs 8
7.5 Grills 8
7.6 Storage 8
7.7 Leases of Units 8
7.8 Animals 8
7.9 No Obstructions 9
7.10 Waste 9
7.11 Satellite Dishes, Antennas and Security Cameras 10
7.12 Temporary Structures 10
7.13 Quiet Enjoyment 10
7.14 Noxious Activity 10
ARTICLE 8. RECONSTRUCTION AND CONDEMNATION 10
8.1 Reconstruction 10
8.2 Insufficient Proceeds 10
8.3 Partition 10
8.4 Control of Restoration 11
8.5 Condemnation 11
ARTICLE 9. INSURANCE 12
9.1 Property Damage Insurance 12
9.2 Additional Insurance 12
9.3 Insurance Deductible 13

9.4 Unit Owner Insurance 13
9.5 Acts Affecting Insurance 13
9.6 Exclusions From Coverage 14
ARTICLE 10. AMENDMENT OF DECLARATION 14
10.1 General 14
ARTICLE 11. RIGHTS OF MORTGAGE HOLDERS 14
11.1 Notice 14
11.2 Mortgagee Acquisition of Unit 15
11.3 Other Provisions 15
11.4 Condominium Instruments 15
11.5 Audited Statements 15
ARTICLE 12. CLAIMS AND REMEDIES 16
12.1 Unit Owner Claims: Mediation and Arbitration Requirements 16
12.2 Attorney's Fees 16
12.3 Damages 16
ARTICLE 13. SERVICE OF PROCESS 16
ARTICLE 14. EASEMENTS 17
14.1 Right of Entry 17
14.2 Encroachments 17
14.3 Further Easements 17
ARTICLE 15. CONSTRUCTION AND EFFECT 17
15.1 Number and Gender 17
15.2 Captions 17
15.3 Severability 17

Exhibit A 19

Exhibit B 20

SEVENTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF HAMDEN PINES CONDOMINIUM

This Seventh Amended and Restated Declaration of Condominium of Hampden Pines Condominium (this "Declaration") is made and entered into by the Hampden Pines Association, Inc., pursuant to the Wisconsin Condominium Ownership Act, Wis. Stat. 703.01, et seq. (the "Act").

RECITALS

A. The Association and its Unit Owners own certain real property (the "Property") which is legally described on the attached Exhibit A, upon which has been constructed Buildings, containing a total of ninety (90) individual dwelling Units, together with certain other improvements in connection therewith.

B. By the recording of the Original Declaration, as Document Number 2216347 in Waukesha County, Wisconsin, the Property, Buildings, and other improvements were submitted to the condominium form of ownership and established certain easements, rights, restrictions, and obligations with respect to the ownership, use, and maintenance of the Property and all components thereof.

C. The Original Declaration was recorded on May 28, 1997 with the Waukesha County Register of Deeds as Document No. 2216347, as amended by several recorded Amendments thereto, including the First Amendment to Declaration recorded on April 28, 1998 as Document No. 2312310, Second Amendment to Declaration recorded on December 3, 1998 as Document No. 2394172, Third Amendment to Declaration recorded November 19, 1999 as Document No. 2521710, Fourth Amendment to Declaration recorded March 22, 2000 as Document No. 2547872, Fifth Amendment to Declaration recorded July 11, 2002 as Document No. 2820165 and the Sixth Amendment to Declaration recorded September 12, 2003 as Document No. 3063483, and the Board desires to prepare, and has caused to be prepared, a single document consolidating the Declaration, the Amendments, and current provisions of the Act into one document (hereafter referred to as the "Amended and Restated Declaration"), to provide the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated Amendments for ease of reference.

NOW, THEREFORE, the Association and its Unit Owners, by this Declaration (i) Amend and Restate the Original Declaration; (ii) submit the Property, the Buildings, and other improvements to the condominium form of use and ownership as provided in the Act; (iii) establish and impose certain provisions, restrictions, conditions, easements, and uses upon the Property; and (iv) specify that the provisions of this Declaration shall constitute covenants running with the land which shall be binding on all current and future owners and occupants of all, or any part of, the Property described on Exhibit A.

ARTICLE 1.

DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2 Association. The "Association" shall mean the Hampden Pines Association, Inc., the members of which shall be all owners of Units in the condominium. The Association shall be administered by a Board of Directors pursuant to Bylaws adopted by such Board.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance required to be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in conformance with the Bylaws.

1.5 Building. A free-standing structure located on the Property and containing either two (2) or eight (8) individual condominium Units.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association, as adopted and amended from time to time, in order to provide for its governance and to facilitate its administration of the condominium.

1.7 Common Elements and Limited Common Elements. The "Common Elements" shall consist of all of the condominium except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit owners and are referred to simply as the "Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to in this Declaration as "Limited Common Elements."

1.8 Condominium. The "Condominium" shall be known as Hampden Pines Condominium and shall mean the Property together with the Units and improvements as are currently constructed or as may hereafter be constructed on the Property, including, without limitation, landscaped areas and other amenities, driveways, parking areas, walkways, fixtures, and surface or subsurface improvements for sanitary and storm sewers, water, gas, electric, telephone and other utility installations.

1.9 Condominium Governing Documents. The "Condominium Governing Documents" are this Declaration, the Articles of Incorporation, Bylaws of the Association, and such Rules and Regulations as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.10 Declaration. "Declaration" shall mean this Amended and Restated Declaration of Condominium for Hampden Pines Condominium as the same may be amended from time to time.

1.11 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements held by an owner of a particular Unit, which undivided interest has been determined pursuant to Section 3.1.

1.12 Mortgagee. "Mortgagee" shall mean the holder of a recorded first lien mortgage against a Unit or the vendor under a recorded land contract.

1.13 Occupant. "Occupant" shall mean the Unit owner as defined below, and/or any other person residing in a Unit, or portion thereof, under a lease or other arrangement with the owner.

1.14 Plat of Condominium or **Condominium Plat**. "Plat of Condominium" or "Condominium Plat" shall mean that certain plat of condominium as comprised of a plat of survey of the Property, Building floorplans, Unit addresses, and description recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin and as the same may be amended from time to time.

1.15 Property. The "Property" shall mean the real estate and all improvements constructed and such portions of the real estate subject to this Declaration, as described on Exhibit A.

1.16 Rules and Regulations. The "Rules and Regulations" are part of the Condominium Governing Documents and may be adopted and amended by the Board of Directors as more fully set forth in the Bylaws. The Rules and Regulations are also sometimes referred to as the "Hampden Pines Handbook."

1.17 Unit. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described as defined in Article 2 and reserved for residential use. Floor plans for each Unit type are attached to the Original Declaration as Exhibit C and incorporated herein by reference only.

1.18 Unit Owner. "Unit Owner" (sometimes referred to in the Bylaws as "Member") shall be deemed to include both fee simple owners of Units and purchasers of Units under a recorded land contract.

ARTICLE 2.

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

The Condominium has been divided into the following separate freehold estates:

2.1 Units. Ninety (90) separate freehold estates, each called a "Unit," collectively. The "Units" with addresses as set forth at Exhibit B, each consisting of one or more cubicles of air at one or more levels of space, having outer boundaries formed

by the interior undecorated surfaces of (i) exterior perimeter walls, (ii) walls in common with other Units, and (iii) ceilings, floors, and foundations of the Buildings. All drywall within a Unit shall be a part of that Unit. Each Unit shall also include the space within the garage, all windows and doors including, without limitation, overhead garage doors, window and door frames, glass, locks, and all mechanical and utility installations which exclusively service the Unit. Units shall be legally described using the Building street address assigned by the municipality and its specific Unit number or letter designation.

2.2 Common Elements; Limited Common Elements. The Limited Common Elements are mailboxes, balconies, decks, front entryways, and driveways immediately adjacent to garages and are reserved for the exclusive use of the Unit Owner and Occupants of the Unit to which appurtenant. The Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements. Supply lines, waste lines, pipes, wires, conduits, or public utility lines running through a Unit which serve more than one Unit shall be Common Elements to the extent not owned and/or maintained by any public utility, governmental authority, or cable television company. Attempted conveyances, encumbrances, judicial sales, or other transfers of an interest in Common Elements without the Unit to which such interest is appurtenant shall be void.

ARTICLE 3.

INTEREST AND COMMON ELEMENTS

3.1 Ownership. Each Unit Owner shall have an undivided share in the Common Elements commensurate with its Interest. The Interest appurtenant to each Unit submitted to the Act by this Declaration is determined as the percentage equivalent of a fraction where the numerator is one and the denominator is the number of all Units then subject to this Declaration (1/90, or 1.111%). Each Unit Owner shall have a nonexclusive right of ingress and egress over and across the Common Elements as necessary and convenient for access to such Unit Owner's Unit. Such rights shall be exercised in accordance with this Declaration and any rules and regulations adopted by the Board.

3.2 Common Expenses and Surpluses. All common expenses and surpluses shall be allocated among all Unit Owners according to their respective Interests.

3.3 Application of Surpluses. All common surpluses of the Condominium derived from Association Dues and assessments for each of its fiscal years shall be retained for common expenses of the Condominium for the next succeeding fiscal year, or added to the reserve account, at the discretion of the Board of Directors.

ARTICLE 4.

ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Association has been incorporated and has adopted Bylaws for its governance and administration of the Condominium. The Association shall administer the Condominium acting through its Board of Directors which shall be

appointed and/or elected as provided in the Bylaws. The Association shall have all powers as provided by the Act, by law, this Declaration, and Bylaws.

4.2 Membership and Voting. Each Unit Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each member shall be vested with one (1) vote for each Unit owned. The manner of casting ballots shall be as set forth in the Bylaws.

4.3 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable without cause upon proper notice without payment of any penalty.

4.4 Approvals. The Association, acting through the Board, may approve or disapprove any proposal for a modification or installation submitted to it pursuant to this Declaration. In its consideration of any Unit Owner petition for Board approval, the Board shall consider: the visibility of the proposed modification or installation and its appearance to other Units, whether the proposed modification constitutes an inconsistency with the desired uniform appearance of Building exteriors, and any other criteria the Board deems desirable or appropriate. The Board will also consider structural safety, level of disruption required, and the opinion of any other Unit Owner as to the proposed modification, if any such opinions are offered. The Board may make additional Rules and Regulations to support this Section.

ARTICLE 5.

DUES AND ASSESSMENTS

5.1 Budget and Dues; Special Assessments. The Association shall annually adopt a budget of common expenses and levy Dues (as the term is defined in the Bylaws) and assessments as provided in this Declaration and in the Bylaws against each Unit consistent with its Interest. The budget shall provide for the funding of an adequate replacement reserve out of the Dues. The Association may also levy a special assessment on all Unit Owners for any purpose, and a special assessment or fine on a particular Unit Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Unit Owner with any provision of the Condominium Governing Documents. The Board may adopt a rule to impose uniformly enforced charges for Association-provided services related to transfer of Units at the time of sale.

5.2 Installments; Late Payments. Dues shall be assessed on an annual basis, but shall be due and payable in monthly installments on the first day of each month. Any Dues, assessment, or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or established by the Board by rule. A Unit Owner who falls three or more months in arrears may have a lien placed on his/her Unit and may be subject to legal action.

5.3 Enforcement; Liens. If a Unit Owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit Owners shall be both personally liable for Dues and assessments and a lien shall be imposed against such Unit Owner's Unit for same, provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent Dues/assessment to the extent set forth in the Act. Liens for unpaid Dues and assessments as provided in the Act shall also extend to and secure interest, fines, and reasonable costs of collection including the actual attorneys' fees incurred by the Association incident to the collection of Dues and assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.4 Association Statements. Within ten (10) days of a written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding Dues or special assessments against the Unit, if any.

ARTICLE 6.

MAINTENANCE AND ALTERATIONS

6.1 Unit Owner Responsibility. Each Unit Owner at the Unit Owner's sole cost, shall:

6.1.1 Perform routine maintenance, repair, and replacement of all components or installations within the Unit Owner's Unit so that they are maintained in good condition and repair, which Unit components and installations include, but are not limited to, utility lines and installations, if any, servicing only the Unit, heating and air conditioning systems for the Unit, fixtures, appliances, interior and perimeter walls of the Unit, and all other walls within the Unit, flooring and ceilings, windows, window frames, and doors, including all glass and locks in windows and doors;

6.1.2 Paint and decorate all interior walls and surface areas within the Unit;

6.1.3 Repair and replace any portion of the Common Elements damaged through the fault or negligence of such Unit Owner or such Unit Owner's family, guests, invitees, or tenants or any other occupants of the Unit;

6.1.4 Be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and

6.1.5 Keep the Limited Common Elements appurtenant to such Unit Owner's Unit in an orderly and clean condition. In addition, the Unit Owner shall be responsible for the maintenance, repair, and replacement of any Board-

approved additions/improvements within the Limited Common Elements including, but not limited to, awnings, steps, etc.

6.2 Association Responsibility. Except as provided in Section 6.1, the Association shall maintain in good condition and repair, replace, and operate all Common Elements, including the Limited Common Elements, including, but not limited to, mailboxes, groundskeeping, trash removal, and snow removal from driveways and walkways.

6.3 Unit Owner Violation; Association Right to Cure. If any Unit Owner fails to properly maintain its Unit or any part or portion thereof, or alters the Unit, Limited Common Element, or Common Element in such a way that harms or threatens to harm the Property and fails to cure the same, which failure continues for a period of fifteen (15) days following written notice from the Association stating with specificity the maintenance which is required, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, or restoration as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien, and/or foreclosure as reserved at Article 5 of this Declaration.

ARTICLE 7.

RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business other than activity related to rental residential use or as may be specifically set forth in the Rules and Regulations shall be carried on anywhere on the Condominium.

7.2 Exterior Alterations. No Unit Owner shall paint, decorate, or alter the exterior of a Unit or the Common Elements, without the prior written approval of the Board acting pursuant to Section 4.4. No security or doorbell cameras, awnings, shutters, enclosures, windows or doors, or fixed grills shall be installed unless first approved by the Board.

7.3 Signs. No Unit Owner may erect, post or display posters, signs, or advertising material on the Common Elements, or at locations within a Unit which are visible from the Common Elements, without the prior written consent of the Board, except that a Unit Owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease and as authorized by law and otherwise set forth in the Rules and Regulations. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations, and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any

placard, poster, or other device as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

7.4 Hot Tubs. No hot tub, sauna, or similar device shall be installed on any balconies, decks, and front entryways without previously obtaining Association approval in the manner prescribed in Section 4.4.

7.5 Grills. The use of grills and outdoor cooking equipment must follow state and local laws related to fire code.

7.6 Storage. Balconies, decks, and front entryways shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles, or wagons, nor shall balconies, decks, and front entryways be used for the drying or airing of laundry, carpets, rugs, or clothing.

7.7 Leases of Units. All leases shall be in writing and for terms of not less than six (6) months, nor more than one (1) year. Each Occupant shall comply with all provisions of all Condominium Governing Documents and each Occupant's lease shall provide that a breach of the Condominium Governing Documents shall be deemed a default under the lease. Notwithstanding the foregoing, a Unit Owner shall be responsible to the Association and each other Unit Owner for any breach of any provision of the Condominium Governing Documents caused by an Occupant of such Unit Owner's Unit. The Association shall give the Tenants 30 days' notice to cure such violation; notice will be given to both the Tenants and Unit Owners at the same time. Individual rooms within a Unit shall not be rented and no transient tenants shall be accommodated.

7.8 Animals. Unit Owners may keep no more than two (2) animals per Unit; provided, however, that:

7.8.1 No animal shall exceed twenty inches (20") in height when measured from the base of its forepaw to the top of the corresponding shoulder;

7.8.2 No animal is permitted on any of the Common Elements while unattended or unleashed;

7.8.3 The individual attending the animal shall immediately dispose of any and all of the animal's solid waste in the manner prescribed by the Association;

7.8.4 The owner of the animal shall comply with such further rules of animal ownership as may be promulgated by the Association; and

7.8.5 If the Board of Directors determines that an animal has become a nuisance or harmful in any way to the condominium or any Unit Owner or Occupant therein, it may order that the animal be removed, per the terms of this Section 7.8 or any additional rules as may in the future be adopted by the Board pertaining to animals are violated. Any and all costs of repairing damage caused by an animal shall be borne by its owner.

7.8.6 Any Unit Owner failing to comply with this Section or any part thereof, shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed with a monthly animal fee as published in the current "Schedule of Fees in Section I: The Hampden Pines Handbook." Animal fees shall be collected in the same manner as Dues and assessments under Article 5.

7.8.7 Notwithstanding anything to the contrary herein, possession of animals on the Condominium shall not be considered a privilege and not a property right.

7.9 No Obstructions. No person shall cause or permit the Common Elements to be used as to deny any Unit Owner or Occupant the full use of the Common Elements.

7.9.1 No person shall occupy, park, or otherwise use a vehicle so as to block access to driveways or roadways. Temporary parking for loading or unloading is allowed with prior Board approval.

7.9.2 Exterior storage of trailers, campers, camping trucks, boats, or other marine craft, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles, land vehicles, inoperative or unlicensed vehicles, or the like shall not be permitted on the Condominium.

7.9.3 No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium. However, it is permitted to wash cars in driveways or perform maintenance inside garages.

7.9.4 No playground equipment, bicycle racks, or other obstructions shall be placed on the Common Elements except as the Board permits by rule or regulation.

7.10 Waste. Unit Owners shall keep their Units and Limited Common Elements appurtenant thereto clean and litter free.

7.10.1 No trash or recycling containers may be put out more than twelve (12) hours before pick-up time and shall not be permitted to remain at the curb for more than twelve (12) hours after pick-up time.

7.10.2 Accumulations of waste, litter, excess or unused building materials, other than in appropriate receptacles, is prohibited.

7.10.3 The Association reserves the right to require uniform waste receptacles throughout the Condominium. Such right shall be exercised by written notice to the Unit Owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit Owner's Expense.

7.10.4 Each Unit Owner shall comply with present and future federal, state, and local laws, ordinances, regulations, and orders regarding the collection, sorting, separating, and recycling of waste products.

7.10.5 Each Unit Owner shall hold harmless and indemnify the Association and each other Unit Owner for the indemnifying Unit Owner's failure to observe this Section 7.6.

7.11 Satellite Dishes, Antennas and Security Cameras. Satellite dishes, antennas and security cameras may be installed, but only as set forth in the Rules and Regulations.

7.12 Temporary Structures. Except as authorized by the Board of Directors, no structure, trailer, tent, shack, or barn, temporary or otherwise, shall be placed or maintained on any portion of the Property without written Board approval pursuant to Section 4.4.

7.13 Quiet Enjoyment. Each Unit Owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference from each other Unit Owner, all Occupants, and other invitees.

7.14 Noxious Activity. No use or practice shall be allowed on the Condominium which is immoral, improper, or offensive in the opinion of the Board or which is in violation of the Condominium Governing Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

ARTICLE 8.

RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. Reconstruction or repair in the event of fire, casualty, or disaster shall be in accordance with this Article. In the event of fire, casualty, or any other disaster affecting one or more of the Units in any Building or other improvements on or within the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

8.2 Insufficient Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then, subject to Section 8.3, the Unit Owners of all Units shall be assessed for the deficiency according to their Interests. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. Notwithstanding anything to the contrary contained in Section 8.2, if the insurance proceeds are insufficient to reconstruct or repair the Damaged

Premises, then the Condominium shall be subject to an action for partition upon obtaining the written consent of at least 75% of the Unit Owners and Mortgagee approval as provided in Section 12.3. If such approval is not obtained within 30 days from the date of adjustment of insurance proceeds following the fire, casualty, or other disaster, then no such action for partition shall be available under this Section 8.3 and the provisions of Section 8.2 shall apply. In the case of partition, the entire Condominium shall be sold and the net proceeds of sale, together with any net proceeds of insurance (all of such net proceeds of sale and insurance hereinafter called the "Partition Proceeds"), shall be considered as one fund and shall be divided among all Unit Owners in accordance with their Interests.

8.4 Control of Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for policies purchased by the Association. If the Damaged Premises are solely within a Unit or Units owned by the same owner, the Association may permit such Unit Owner to settle adjustments, except that no such adjustment shall cause an increase in premium or a decrease in coverage afforded. The Association shall have the sole power to engage contractors to restore the Damaged Premises, provided that a Unit Owner's recommendations regarding restoration of a Unit shall be accepted, if reasonable. If the insurance proceeds are insufficient for complete restoration because of additional work within a Unit requested by a Unit Owner, the Association shall apply to the restoration of such Unit only that portion of the proceeds of insurance which the insurance carrier shall specify is applicable to the particular Damaged Premises and such Unit Owner shall pay to the Association the deficiency caused by the additional requested work prior to performance of the work.

8.5 Condemnation. If the Condominium or any portion thereof are taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, the provisions of this Section shall control. The Association shall have the exclusive right of appeal of the necessity of the taking and amount of the condemnation award with respect to any condemnation. Any settlement or decision on an appeal by the Association as to the Common Elements shall be binding upon all Unit Owners. Damages shall be awarded and Interests shall be adjusted as follows:

8.5.1 Each Unit Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages pertaining to same.

8.5.2 If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated among all Unit Owners in proportion to their respective Interests.

8.5.3 Where one or more entire Unit(s) are taken, the Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation in the same manner as following an expansion of the Condominium. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments caused thereby.

8.5.4 Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration in excess of the condemnation award shall be a common expense. If the taking diminishes the Condominium such that reconstruction or restoration is not practical in the opinion of the Board, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of 75% or more of the Unit Owners, with Mortgagee approval, as provided in Section 12.3.

8.5.5 Upon partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund, and divided among all Unit Owners in accordance with their Interests. If the 75% approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction shall take place with costs of restoration of Common Elements in excess of condemnation proceeds assessed against all Unit Owners in proportion to their Interests.

ARTICLE 9.

INSURANCE

9.1 Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm, and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the Association, but excluding any Unit Owner's personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. 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 their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every five (5) years, to determine the full replacement value of the Property insured.

9.2 Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace with the costs thereof to be borne as a Common Expense:

9.2.1 Worker's compensation insurance;

9.2.2 Liability insurance providing coverage in an amount not less than one million dollars ($1,000,000) per occurrence for injury, including death, and property

damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

9.2.3 Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

9.2.4 Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

9.2.5 Such other insurance, including cyber or automobile insurance, as it deems necessary.

9.3 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Governing Documents in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

9.4 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

9.4.1 The personal property within the Unit;

9.4.2 Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded," which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

9.4.3 Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover, of the Association's master policy deductible(s);

9.4.4 Special perils contents coverage; and

9.4.5 Sewer backup and sump pump failure coverage.

9.5 Acts Affecting Insurance. No Unit Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might result in termination of any such policies,

adversely affect the right of recovery thereunder, result in reputable insurance companies refusing to provide such insurance, or result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Unit Owner shall be increased over the rate charged for the lowest-rated Unit: by the size, design or composition of the Unit; by reason of anything done or kept in a Unit; the failure of any Unit Owner or Occupant to comply with Association Insurance requirements; or the failure of any Unit Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Unit Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy and may be enforced by special assessment against the particular Unit.

9.6 Exclusions From Coverage. Association Insurance coverage shall exclude coverage on any personal property located within or pertaining to the exclusive use of a Unit and liability coverage on a Unit Owner, its guests, invitees, employees, or any other Occupants of such Unit, arising out of any occurrences within a Unit and/or relating in any way to a Unit Owner's personal property. It is the sole responsibility of each Unit Owner to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 10.

AMENDMENT OF DECLARATION

10.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Unit Owners representing at least sixty-seven percent (67%) or more of the total allocated votes of the Association. A Unit Owner's written consent is not effective unless approved by its Mortgagee, if any, to the extent set forth in the Act. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 11.

RIGHTS OF MORTGAGE HOLDERS

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

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

11.1.2 Any thirty (30) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Unit Owner within thirty (30) days of such Unit Owner's receipt of notice of such breach;

11.1.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

11.1.4 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders as specified below or in Article 11 hereof.

11.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following a Unit Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

11.3 Other Provisions. Mortgagees shall also be afforded the following rights:

11.3.1 Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, with all proceeds of insurance or condemnation applied to restoration, unless other action is approved by at least 67 percent (67%) of Mortgagees, to the extent set forth in the Act.

11.3.2 Any election to terminate, partition, or subdivide the Condominium and/or abandon, partition, subdivide, encumber, sell, or transfer Common Elements (except as to granting of easements for utilities or other purposes) and/or partition or subdivide any Unit, requires approval of 67 percent (67%) of Mortgagees, to the extent set forth in the Act.

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

11.5 Audited Statements. If so requested in writing by a Mortgagee, the Association shall have an audited statement for the preceding fiscal year of the Association prepared within one hundred twenty (120) days of the end of the Association's fiscal year, at Association expense. Upon written request by any Mortgagee or insurer or

guarantor of a first mortgage secured by a Unit, a copy of such statement shall be provided.

ARTICLE 12.

CLAIMS AND REMEDIES

12.1 Unit Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties cannot agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The Unit Owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew, or should have known, of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration, at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

12.2 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 12.1 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

12.3 Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its resident's, occupant's, or guest's) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Governing Documents"). Where appropriate, the Association may also fine for violations of the Condominium Governing Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Governing Documents.

ARTICLE 13.

SERVICE OF PROCESS

Service of process shall be made on the Board via its registered agent, as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording

this Seventh Amended and Restated Declaration, the Association's registered agent is Elite Properties, Inc., 700 Larry Court, Waukesha, WI 53186.

ARTICLE 14.

EASEMENTS

14.1 Right of Entry. A right of entry to the Units is reserved to the Association and its agents to service utility installations, provided request for entry is made in advance and at a convenient time for the Unit Owner. In case of emergency, entry of a Unit may be made immediately, whether the Unit Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Unit Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

14.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted, and an easement for such encroachments and the maintenance thereof is prospectively reserved.

14.3 Further Easements. The Association may grant easements over and through the Common Elements for such purposes as the Association deems reasonable for the benefit of the Unit Owners.

ARTICLE 15.

CONSTRUCTION AND EFFECT

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

15.2 Captions. The Captions and article and section headings in this Declaration are intended for convenience and reference only, and in no way define or limit the scope or intent of the various provisions hereof.

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

This Seventh Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit Owners with not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Seventh Amended and Restated Declaration of Condominium for Hampden Pines Condominium this 6th day of OCTOBER, 2023.

HAMPDEN PINES ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: L Brakel
LINDA BRAKEL, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Linda Brakel, as President of Hampden Pines Association, Inc. on this 6th day of October, 2023.

ANNA LISIAK
Notary Public
State of Wisconsin

Anna Lisiak
Notary Public, State of Wisconsin
Name: Anna Lisiak

My Commission Expires: 10/05/2025

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23027 Pineview Circle, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23021 Pineview Circle, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23013 Pineview Circle, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23035 Pineview Circle, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23049 Pineview Circle, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23051 Pineview Way, Units 1 and 2 in Building N30W23040 Pineview Circle, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23065 Pineview Way, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23087 Pineview Way, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23082 Pineview Way, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building N30W23066 Pineview Way, Units A and B in Building N30W23050 Pineview Circle, Units A and B in Building N30W23030 Pineview Circle, and Units N30W23062 Pineview Circle, N30W23060 Pineview Circle, N30W23072 Pineview Circle and N30W23070 Pineview Circle, in the Hampden Pines Condominium(s) created by a "Declaration of Condominium" recorded on May 28, 1997, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 2216347, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Pewaukee, County of Waukesha, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
0917999002	N30W23027 Pineview Circle, Unit 1
0917999003	N30W23027 Pineview Circle, Unit 2
0917999004	N30W23027 Pineview Circle, Unit 3
0917999005	N30W23027 Pineview Circle, Unit 4
0917999006	N30W23027 Pineview Circle, Unit 5
0917999007	N30W23027 Pineview Circle, Unit 6
0917999008	N30W23027 Pineview Circle, Unit 7
0917999009	N30W23027 Pineview Circle, Unit 8
0917999010	N30W23021 Pineview Circle, Unit 1
0917999011	N30W23021 Pineview Circle, Unit 2
0917999012	N30W23021 Pineview Circle, Unit 3
0917999013	N30W23021 Pineview Circle, Unit 4
0917999014	N30W23021 Pineview Circle, Unit 5
0917999015	N30W23021 Pineview Circle, Unit 6
0917999016	N30W23021 Pineview Circle, Unit 7
0917999017	N30W23021 Pineview Circle, Unit 8
0917999018	N30W23013 Pineview Circle, Unit 1
0917999019	N30W23013 Pineview Circle, Unit 2
0917999020	N30W23013 Pineview Circle, Unit 3
0917999021	N30W23013 Pineview Circle, Unit 4
0917999022	N30W23013 Pineview Circle, Unit 5
0917999023	N30W23013 Pineview Circle, Unit 6
0917999024	N30W23013 Pineview Circle, Unit 7
0917999025	N30W23013 Pineview Circle, Unit 8
0917999026	N30W23035 Pineview Circle, Unit 1
0917999027	N30W23035 Pineview Circle, Unit 2
0917999028	N30W23035 Pineview Circle, Unit 3
0917999029	N30W23035 Pineview Circle, Unit 4
0917999030	N30W23035 Pineview Circle, Unit 5
0917999031	N30W23035 Pineview Circle, Unit 6
0917999032	N30W23035 Pineview Circle, Unit 7
0917999033	N30W23035 Pineview Circle, Unit 8

Tax Key	Street Address
0917999034	N30W23049 Pineview Circle, Unit 1
0917999035	N30W23049 Pineview Circle, Unit 2
0917999036	N30W23049 Pineview Circle, Unit 3
0917999037	N30W23049 Pineview Circle, Unit 4
0917999038	N30W23049 Pineview Circle, Unit 5
0917999039	N30W23049 Pineview Circle, Unit 6
0917999040	N30W23049 Pineview Circle, Unit 7
0917999041	N30W23049 Pineview Circle, Unit 8
0917999042	N30W23051 Pineview Way, Unit 1
0917999043	N30W23051 Pineview Way, Unit 2
0917999044	N30W23051 Pineview Way, Unit 3
0917999045	N30W23051 Pineview Way, Unit 4
0917999046	N30W23051 Pineview Way, Unit 5
0917999047	N30W23051 Pineview Way, Unit 6
0917999048	N30W23051 Pineview Way, Unit 7
0917999049	N30W23051 Pineview Way, Unit 8
0917999050	N30W23040 Pineview Circle, Unit 1
0917999051	N30W23040 Pineview Circle, Unit 2
0917999052	N30W23065 Pineview Way, Unit 1
0917999053	N30W23065 Pineview Way, Unit 2
0917999054	N30W23065 Pineview Way, Unit 3
0917999055	N30W23065 Pineview Way, Unit 4
0917999056	N30W23065 Pineview Way, Unit 5
0917999057	N30W23065 Pineview Way, Unit 6
0917999058	N30W23065 Pineview Way, Unit 7
0917999059	N30W23065 Pineview Way, Unit 8
0917999060	N30W23087 Pineview Way, Unit 1
0917999061	N30W23087 Pineview Way, Unit 2
0917999062	N30W23087 Pineview Way, Unit 3
0917999063	N30W23087 Pineview Way, Unit 4
0917999064	N30W23087 Pineview Way, Unit 5
0917999065	N30W23087 Pineview Way, Unit 6
0917999066	N30W23087 Pineview Way, Unit 7
0917999067	N30W23087 Pineview Way, Unit 8
0917999068	N30W23082 Pineview Way, Unit 1

Tax Key	Street Address
0917999069	N30W23082 Pineview Way, Unit 2
0917999070	N30W23082 Pineview Way, Unit 3
0917999071	N30W23082 Pineview Way, Unit 4
0917999072	N30W23082 Pineview Way, Unit 5
0917999073	N30W23082 Pineview Way, Unit 6
0917999074	N30W23082 Pineview Way, Unit 7
0917999075	N30W23082 Pineview Way, Unit 8
0917999076	N30W23066 Pineview Way, Unit 1
0917999077	N30W23066 Pineview Way, Unit 2
0917999078	N30W23066 Pineview Way, Unit 3
0917999079	N30W23066 Pineview Way, Unit 4
0917999080	N30W23066 Pineview Way, Unit 5
0917999081	N30W23066 Pineview Way, Unit 6
0917999082	N30W23066 Pineview Way, Unit 7
0917999083	N30W23066 Pineview Way, Unit 8
0917999084	N30W23050 Pineview Circle, Unit A
0917999085	N30W23050 Pineview Circle, Unit B
0917999086	N30W23030 Pineview Circle, Unit A
0917999087	N30W23030 Pineview Circle, Unit B
0917999088	N30W23062 Pineview Circle
0917999089	N30W23060 Pineview Circle
0917999090	N30W23072 Pineview Circle
0917999091	N30W23070 Pineview Circle