TABLE OF CONTENTS

I. DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING SUNSET HOMES.

			PAGE
A.	ARTICLE I	- DEFINITIONS	1
	Section 1	- Association	1
	Section 2	- Owner	1
	Section 3	- Properties	2
	Section 4	- Common Area	2
	Section 5	- Unit	2
	Section 6	- Developer	2
	Section 7	- Mortgage	2
	Section 8	- Mortgagee	2
	Section 9	- FHA	2
	Section 10	- VA	2
B.	ARTICLE II	- DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS	2
	Section 1	- CODE IDENTIFICATION	2
	Section 2	- DESCRIPTION OF RESIDENTIAL BUILDINGS	3
	Section 3	- IDENTIFICATION OF UNITS	3
C.	ARTICLE III	- PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS	3
	Section 1	- VALUE	3
	Section 2	- PERCENTAGE OF OWNERSHIP	3
	Section 3	- OWNERS EASEMENT OF ENJOYMENT	4
	Section 4	- OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT	4
	Section 5	- USE OF UNITS	4
	Section 6	- USE OF COMMON AREA	4
	Section 7	- PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES	4
	Section 8	- ANIMALS	5

			PAGE
	Section 9	- RULES AND REGULATIONS	5
	Section 10	- DELEGATION OF USE	5
	Section 11	- PARKING RIGHTS	5
D.	ARTICLE IV	- ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	5
	Section 1	- MEMBERSHIP	5
	Section 2	- VOTING	6
	Section 3	- AMPLIFICATION	6
E.	ARTICLE V	- RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	7
	Section 1	- THE COMMON AREA	7
	Section 2	- SERVICES	7
	Section 3	- PERSONAL PROPERTY FOR COMMON USE	8
	Section 4	- RULES AND REGULATIONS	8
	Section 5	- IMPLIED RIGHTS	8
	Section 6	- RESTRICTIONS ON CAPITAL IMPROVEMENTS	8
F.	ARTICLE VI	- COVENANT FOR ASSESSMENTS	8
	Section 1	- AGREEMENT TO PAY ASSESSMENT	8
	Section 2	- PURPOSE OF ASSESSMENTS	9
	Section 3	- MAXIMUM ANNUAL ASSESSMENT	9
	Section 4	- SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS	9
	Section 5	- NOTICE OF MEETINGS	10
	Section 6	- UNIFORM RATE OF ASSESSMENT	10
	Section 7	- DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS	10
	Section 8	- LIEN FOR ASSESSMENTS	11
	Section 9	- EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION	12
	Section 10	- SUBORDINATION OF THE LIEN TO MORTGAGES	12

			PAGE
G.	ARTICLE VII	- ARCHITECTURAL CONTROL	13
	Section 1	- ARCHITECTURAL CONTROL COMMITTEE AUTHORITY	13
H.	ARTICLE VIII	- PARTY WALLS	14
	Section 1	- GENERAL RULES OF LAW TO APPLY	14
	Section 2	- SHARING OF REPAIR AND MAINTENANCE	14
	Section 3	- DESTRUCTION BY FIRE OR OTHER CASUALTY	14
	Section 4	- RIGHT TO CONTRIBUTION RUNS WITH LAND	14
	Section 5	- ENCROACHMENTS	14
I.	ARTICLE IX	- INSURANCE	14
	Section 1	- OBLIGATION OF OWNERS	14
	Section 2	- PARTIAL OR TOTAL DESTRUCTION	15
	Section 3	- ADDITIONAL INSURANCE PROVISIONS	15
	Section 4	- DESTRUCTION AND RECONSTRUCTION	15
J.	ARTICLE X	- STAGE DEVELOPMENTS AND ANNEXATION	16
	Section 1	- STAGED DEVELOPMENT	16
	Section 2	- ANNEXATION WITHOUT ASSOCIATION APPROVAL	16
	Section 3	- LEGAL REQUIREMENTS	17
K.	ARTICLE XI	- GENERAL PROVISIONS	17
	Section 1	- ENFORCEMENT	17
	Section 2	- SEVERABILITY	18
	Section 3	- AMENDMENT	18
	Section 4	- FHA/VA APPROVAL	18
	Section 5	- REGISTERED AGENT FOR SERVICE OF PROCESS	18

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS REGARDING SUNSET HOMES

THIS DECLARATION is made pursuant to the Unit Ownership Act of the State of Wisconsin Chapter 703 of the Wisconsin Statutes, this 1st day of June, 1972, by THE SUNSET HOMES COMPANY, a partnership, (hereinafter called "the Developer"),

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in Exhibit A attached hereto,

NOW THEREFORE, the Developer hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE SUNSET HOMES ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" shall mean and refer to all real property and facilities described in Exhibit B. Each Owner shall have an undivided interest in the Common Area and facilities in the proportion as set forth in Article III.

Section 5. "Unit" shall mean and refer to those plots of land, with the improvements thereon, shown upon that recorded plat of survey of the properties set forth in Exhibit C, designated by number and letter, which shall be recorded pursuant to Wisconsin Statutes Section 703.13.

Section 6. "Developer" shall mean and refer to THE SUNSET HOMES COMPANY, a partnership, its successors and assigns.

Section 7. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 8. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

Section 9. "FHA" shall mean The Federal Housing Administration.

Section 10. "VA" shall mean The Veterans Administration.

ARTICLE II

DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS

Section 1. CODE IDENTIFICATION. Each building shall be specifically designated in a numerical, sequential order, and each Unit will be designated by a letter with the combination of number and letter to be the specific designation of each Unit as set forth in Exhibit C attached hereto and a part of this Declaration.

Section 2. DESCRIPTION OF RESIDENTIAL BUILDINGS. The residential buildings on the real estate described herein in this Declaration each contain ten (10) Units and are fully described in Exhibit C attached hereto and made a part of this Declaration. Said buildings contain five (5) levels, including a basement, and are constructed principally of wood, brick, concrete, and cedar. Additional construction details are set forth in Exhibit C. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Developer. The Seven (7) buildings comprising Stage One as set forth in Article X, Section 1, are located on the real estate as indicated in the survey at Exhibit C attached hereto and made a part of this Declaration. Each of the buildings contains eight (8) three (3) bedroom Units and two (2) four (4) bedroom Units and all of the Units contain, in addition to the bedrooms, a dining - kitchen - family room, bathroom, living room and basement.

Section 3. IDENTIFICATION OF UNITS. A Unit shall mean and refer to any plot of land, with the improvements thereon consisting of a portion of a residential building having a separate front, rear, and/or side entrance, enclosed rooms or areas occupying said building and bounded along the outer boundaries of the building as such boundaries are shown on the building and floor plans attached hereto as Exhibit C together with all facilities and improvements therein contained and including the land underneath same.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. VALUE. The value of each Unit shall be its assessed value and the value of the Properties shall be the sum of the Unit values.

Section 2. PERCENTAGE OF OWNERSHIP. Each owner shall own an undivided interest in the Common Area and facilities with all other Owners. The percentage of ownership shall be 1/70. As any new area is annexed as provided in this

Declaration, the percentage of ownership shall be determined as the number one (1) divided by the total number of Units actually constructed and within the provisions of this Declaration after such annexation.

Section 3. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.

Section 4. OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.

Section 5. USE OF UNITS. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant.

Section 6. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 7. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any

part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

Section 8. ANIMALS. The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping of animals in any Unit or on the Common Area or any part thereof.

Section 9. RULES AND REGULATIONS. No Owners shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 10. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Area and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 11. PARKING RIGHTS. Every Owner shall be entitled to the exclusive right and use of at least one parking space which shall be assigned by the Association.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be

transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. VOTING. The Association shall have two classes of voting membership:

a) Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

b) Class B. The Class B member(s) shall be the Developer and shall be entitled to three votes for each Unit owned or which may be built as set forth in Article X. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

ii) on September 15,1977

Section 3. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association, provided, however, that no such

amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the Properties, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, gutters and downspouts; the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area, including the common plumbing drains and stacks up to the trap connection for plumbing fixtures. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section.

Section 2. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, sewer service and other

common services to each Unit.

Section 3. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. RESTRICTIONS ON CAPITAL IMPROVEMENTS. During a period of five years from date of this Declaration, the Association may not authorize capital improvements to the Common Area except for replacement or repair of those items set forth in the plans at Exhibit C and except for personal property related to the maintenance of the Common Area and buildings, provided however that such capital improvements may be made with the approval of two-thirds (2/3) of the Owners and with the approval of Developer.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT. Developer for each Unit owned by it within the Properties, and for

and as the Owner of the Properties and every part thereof, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. The personal obligation for delinquent assessments levied prior to the date a grantee takes title to a lot or Unit shall not pass to the grantee unless expressly assumed in writing.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the Buildings situated upon the Properties, and such emergency repairs as the Association may deem necessary.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment shall be One Hundred Eighty and No/100 Dollars ($180.00) per Unit constructed.

a) From and after January 1 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment may be increased each year not more than 3% above the assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the amounts set forth herein.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above,

the Association may levy, in any assessment 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 a capital improvement upon the Common Area including fixtures and personal property related thereto, or the properties, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose and during the first five (5) years, subject to the further provisions of Article V, Section 6.

Section 5. NOTICE OF MEETINGS. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members and any mortgagee who shall request such notice in writing not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments

on a specified Unit have been paid.

Section 8. LIEN FOR ASSESSMENTS. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

a) Liens of general and special taxes; and

b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded in the Waukesha County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.

c) Construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit after this Declaration, which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the County Clerk and Recorder of Waukesha County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association sha

have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien, shall be executed by the Association and recorded in the Waukesha County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successor and assigns. No sale

or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY. No exterior additions or alterations to any building on the Properties, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Properties, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B members, the Architectural Committee must have the written approval of the Developer. A meeting may be called for this purpose or the members may give written approval when practical

ARTICLE VIII

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. ENCROACHMENTS. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other original structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

ARTICLE IX

INSURANCE

Section 1. OBLIGATION OF OWNERS. Each Owner shall be obliged to carry fire and extended coverage insurance on

his Unit in the amount of the full insurable value (replacement value) of said Unit, and shall submit proof of said insurance to the Association from time to time upon request. No government agency as an Owner shall be required to carry said insurance.

Section 2. PARTIAL OR TOTAL DESTRUCTION. In the event of partial or total destruction of a building or buildings and if it is determined to repair or reconstruct such building or buildings in accordance with Section 4 hereof, the proceeds of the insurance shall be paid to the Association to be held in trust for the Owners to be applied to the cost hereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Owners and their Mortgagees, if any, as their respective interests may appear.

Section 3. ADDITIONAL INSURANCE PROVISIONS. The Board of Directors shall provide public liability insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

Section 4. DESTRUCTION AND RECONSTRUCTION. In the event of a partial or total destruction of a building or buildings, and a determination is made to rebuild the building or buildings involved, then, and in such event, the reconstruction thereof shall be undertaken within 90 days of the date on which the homeowners involved consent to such reconstruction. In order to reconstruct the building involved the unanimous consent of all owners residing in the residential building as defined in Article II, Section 2 shall be required in writing.

On reconstruction the design, plan and specifications of any building or Unit 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 per cent (5%) 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 the damage or destruction. The pro-

ceeds of any insurance collected for such damages or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in Section 2 hereof.

In the event that the proceeds of any insurance collected are insufficient to pay the actual cost of repair or reconstruction, the owners of a residential building involved, by reason of the unanimous vote to reconstruct, will authorize the Association to levy a special assessment against each of them in an equal proportionate share to cover the deficiency involved in the cost of such reconstruction.

ARTICLE X

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. STAGED DEVELOPMENT. It is the intention, although not the obligation of the Developer to construct and annex additional buildings and real estate to the governing provisions of this Declaration on real estate which is described in Exhibit E attached hereto, which description includes the real estate described in Exhibit A. In the event of annexation, stages will be divided generally in the following proportions:

Stage	Buildings	Units	Parking
1	7	70	140
2	5	50	100
3	6	60	120

Section 2. ANNEXATION WITHOUT ASSOCIATION APPROVAL. The additional land within the area described in Exhibit E may be annexed by the Developer without the consent of members of the Association within five years of the date of this instrument provided that the FHA and/or the VA determine that the annexation is in accordance with the general and detailed plan heretofore approved by them. If, within five years of the date of this

instrument, the FHA or the VA determine that the detailed plans for tha annexed property are not in accordance with the general and detailed plan on file and either agency so advises the Association and the Developer, the development of the additional lanc must have the assent of two-thirds of the voting membership at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days, nor more than sixty days in advance of the meeting, setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast at least 60% of all of th votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast two thirds of the votes of each class of membership. No such subsequent meeting shall be held more than sixty days following the preceding meeting. The Developer retains the right to apply or not to apply for or to withdraw application for either FHA or VA insurance at any time.

Section 3. LEGAL REQUIREMENTS. The Properties, Buildings and Owners located upon any annexed land shall become subjec to the provisions of this Declaration upon filing the appropriate amendment executed by the Developer and without the consent of Owners required in Article XI, Section 3.

ARTICLE XI

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety per cent (90%) of the Unit Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners except as provided in Article X, Section 2. Any amendment must be properly recorded. In the event that the permanent character of the percentage of the undivided interest of each Owner in the Common Area as expressed in Article III, Section 2 is to be altered, then such amendment altering such percentage formula must have the consent of all Owners expressed in an amended declaration duly recorded.

Section 4. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if application for FHA or VA mortgage insurance has been made and not withdrawn: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants and Restrictions.

Section 5. REGISTERED AGENT FOR SERVICE OF PROCESS. The registered agent for service of process shall be Keith Paul Haberman, 15285 Watertown Plank Road, Elm Grove, Wisconsin 53122. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Waukesha County.

by its partner, THE METROPOLITAN HOLDING COMPANY, by David Siegel and Melvin Goldin, and by its partner, THE URBAN SHELTER GROUP, INC., by Earl D. Lillydahl, its Vice President and James J. Barden, its Secretary.

WITNESSES

METROPOLITAN HOLDING COMPANY

_____

by: David Siegel
David Siegel

_____

by: Melvin Goldin
Melvin Goldin

THE URBAN SHELTER ~~GROUP~~, INC.

_____

by: Earl D. Lillydahl
Earl D. Lillydahl,
Vice President

_____

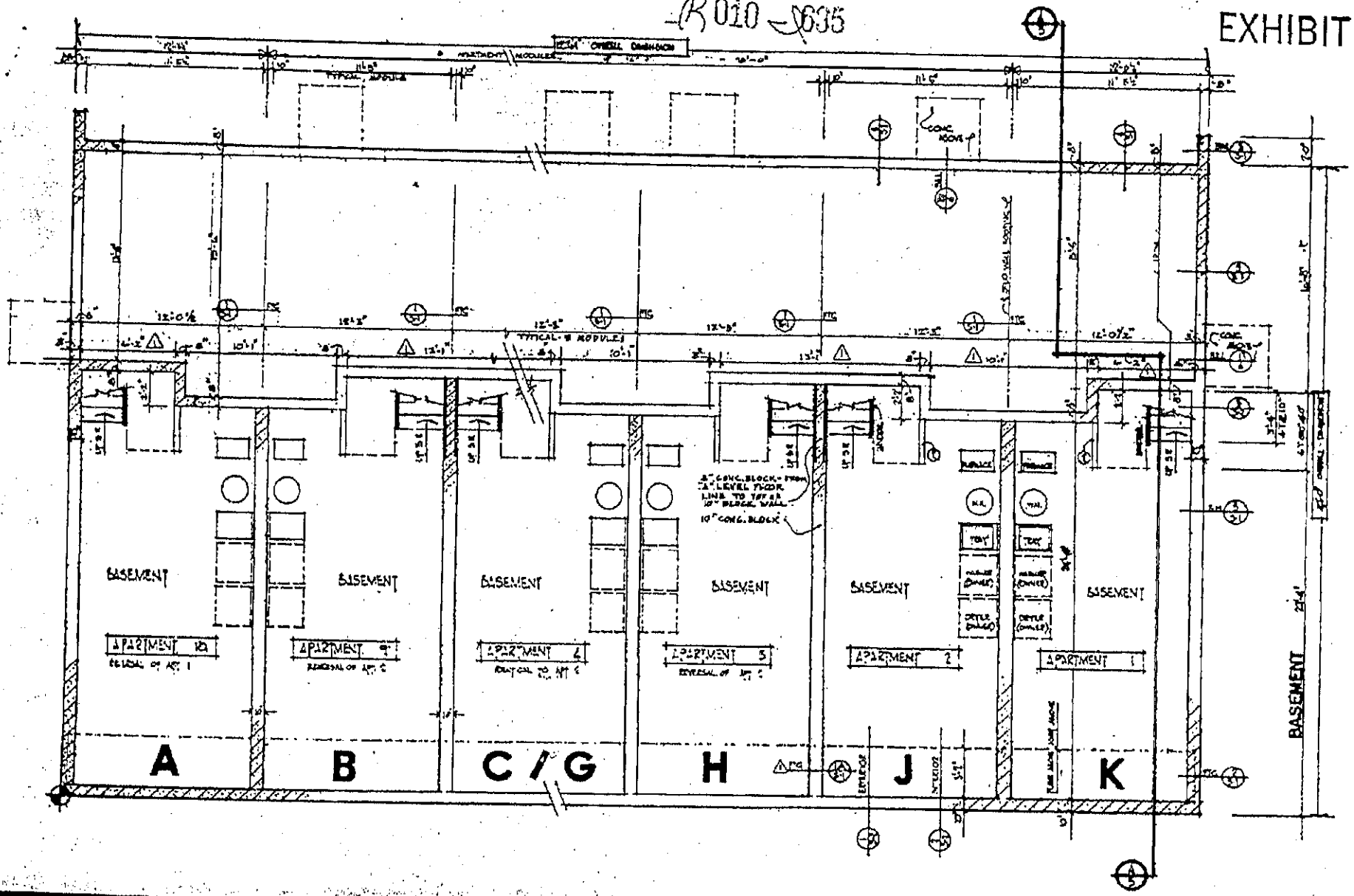
by: J. Barden
James J. Barden,
Secretary

Signatures of David Siegel, Melvin Goldin, Earl D. Lillydahl and James J. Barden authenticated this 1st day of June, 1972.

Marc C. Leslie
Marc C. Leslie
Title: Member State Bar of Wisconsin

R010-0635

EXHIBIT C-2



[redacted]

Mar 05 2010 1:26PM HP LASERJET FAX

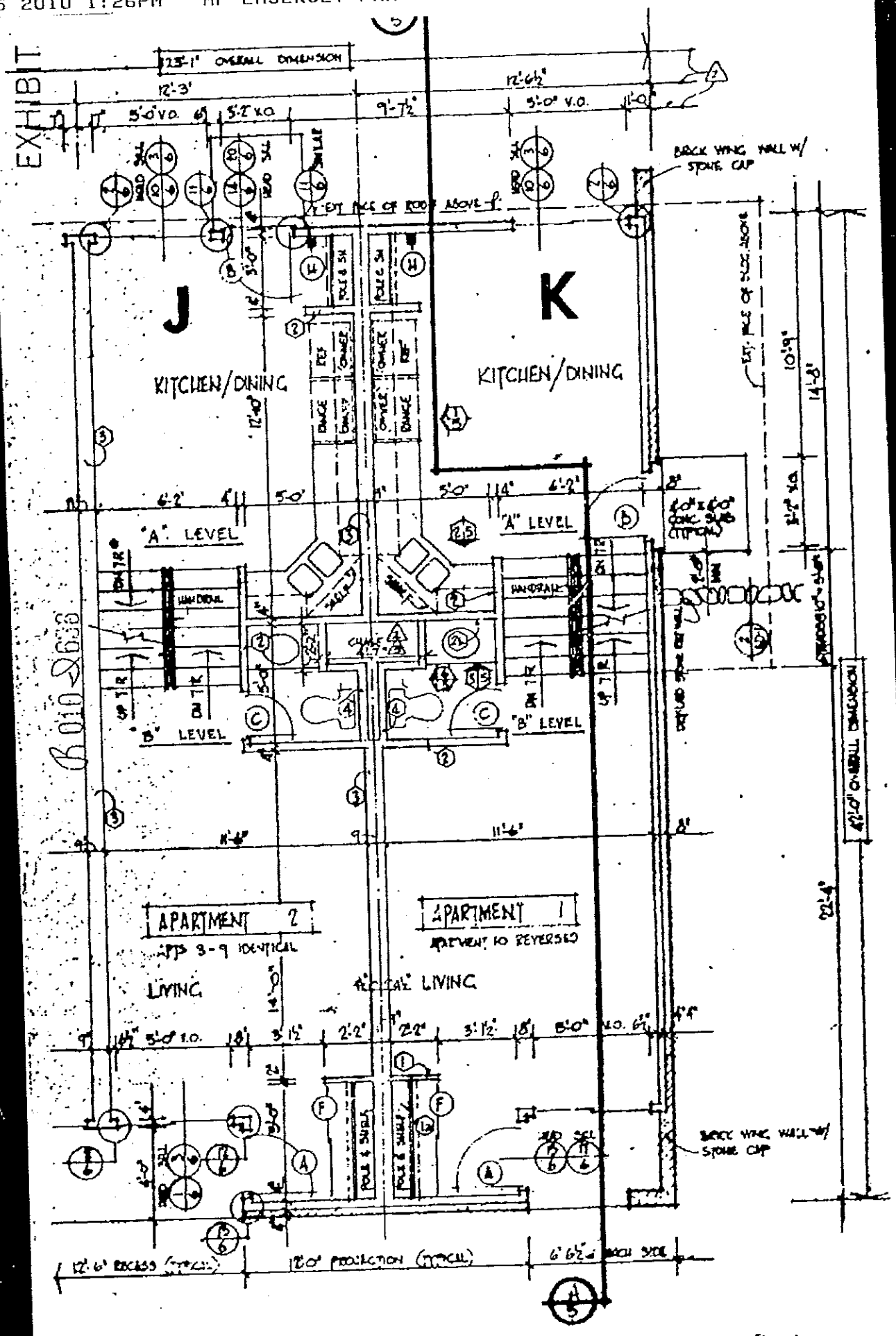
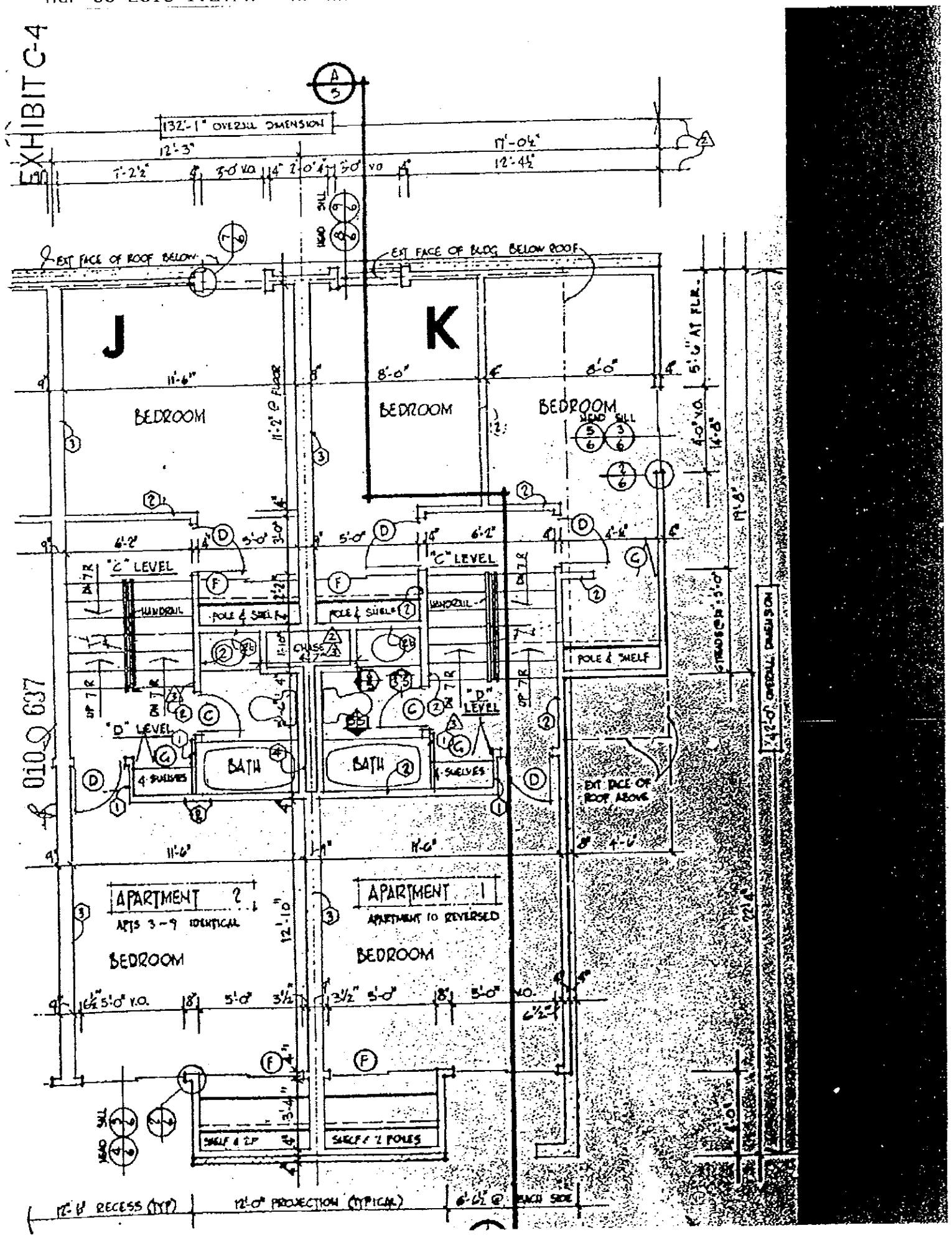
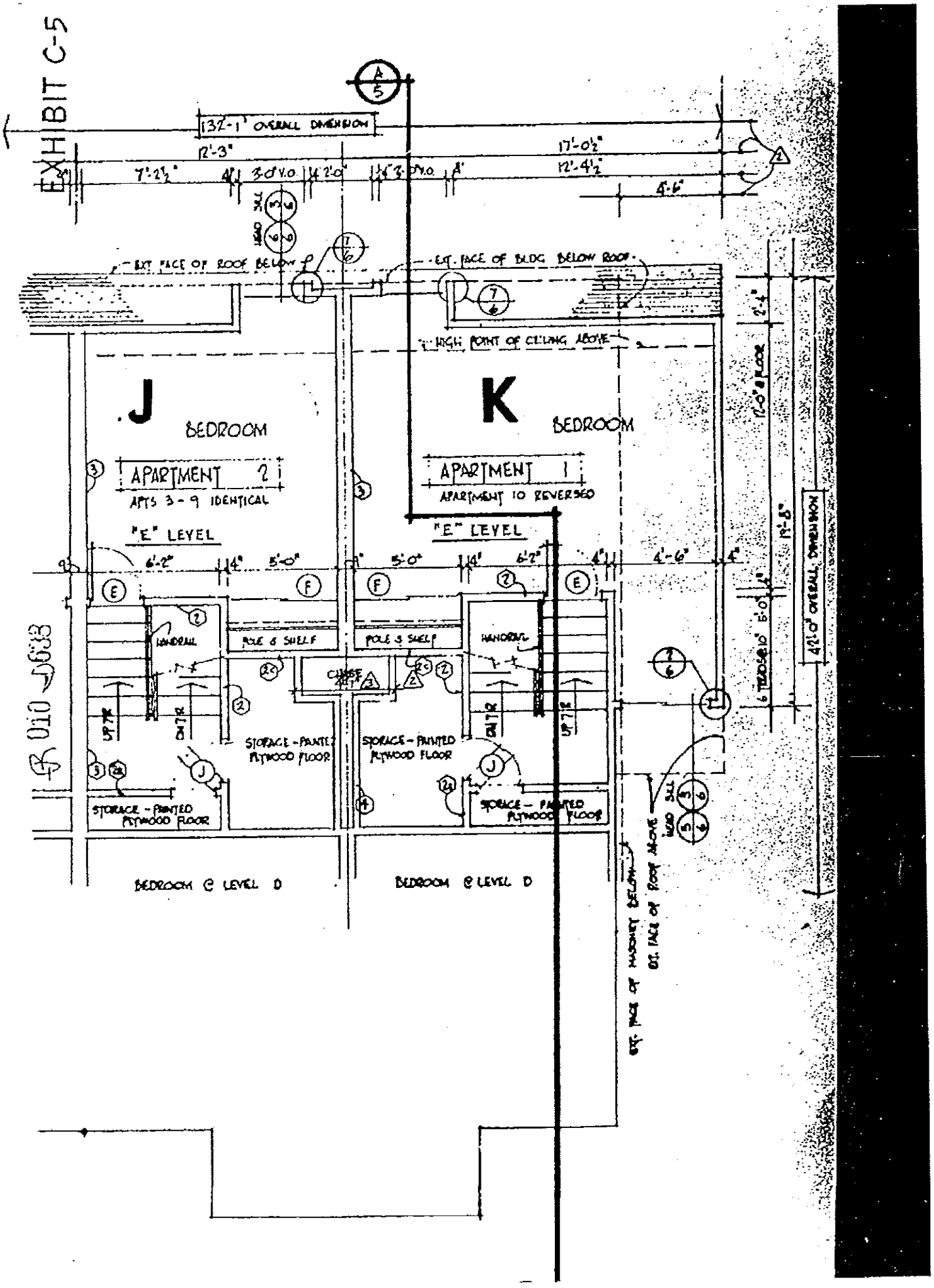
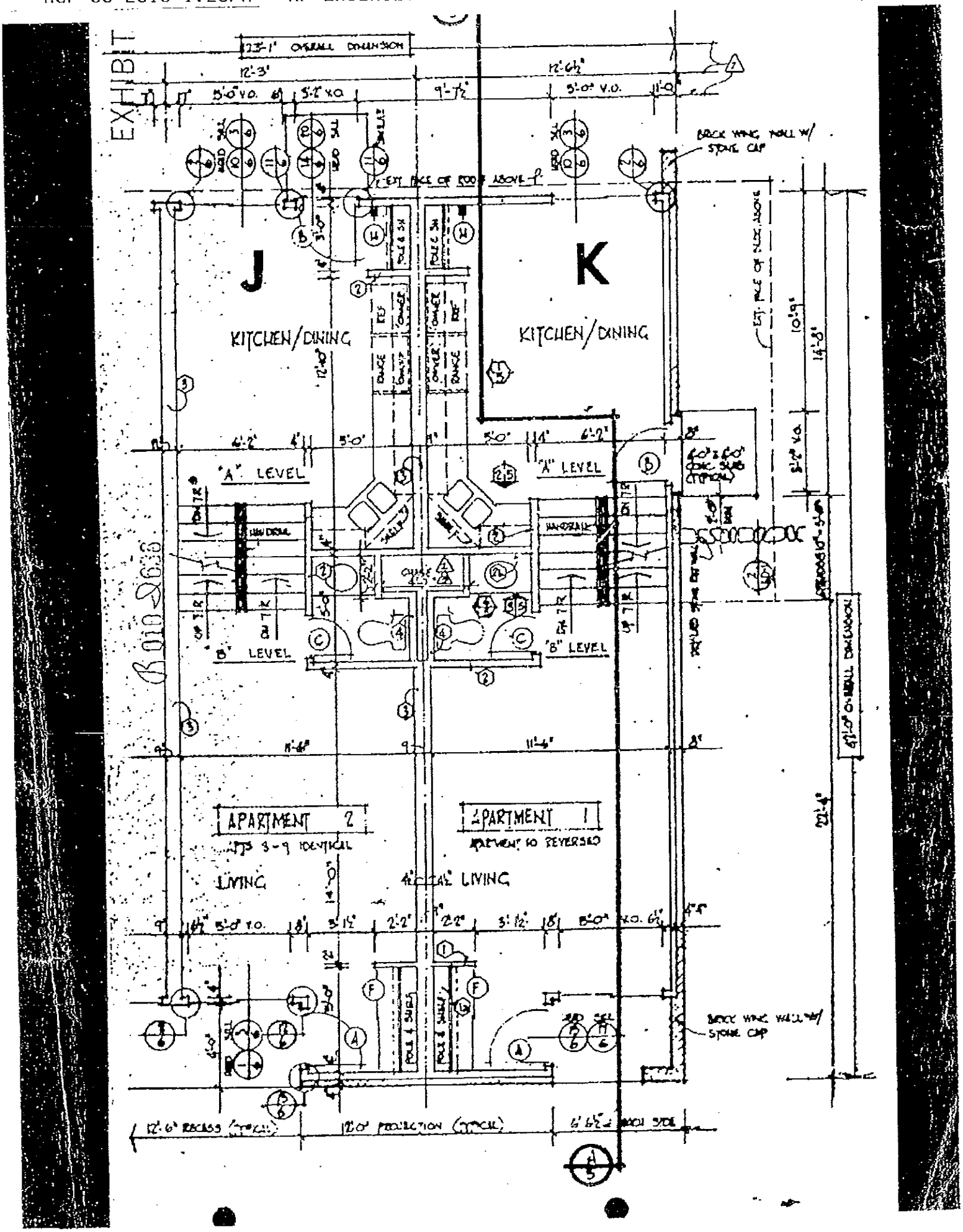

EXHIBIT
J
K
KITCHEN/DINING
KITCHEN/DINING
"A" LEVEL
"A" LEVEL
"B" LEVEL
"B" LEVEL
APARTMENT 2
APARTMENT 1
LIVING
LIVING
BRICK WING WALL W/ STONE CAP
BRICK WING WALL W/ STONE CAP
12'-0" PROJECTION (TYPICAL)

EXHIBIT C-4


132'-1" OVERALL DIMENSION
EXT FACE OF ROOF BELOW
EXT FACE OF BLDG BELOW ROOF
J
K
BEDROOM
BEDROOM
BEDROOM
"C" LEVEL
"D" LEVEL
HANDRAIL
POLE & SHELF
BATH
BATH
4 SHELVES
4 SHELVES
APARTMENT 2
APTS 3-9 IDENTICAL
BEDROOM
APARTMENT 1
APARTMENT TO REVERSED
BEDROOM
SHELF & 2P
SHELF & 2 POLES
EXT FACE OF ROOF ABOVE
12'-8" RECESS (TYP)
12'-0" PROJECTION (TYPICAL)
5'-6" AT FLR.
GRADE
224'-0" OVERALL DIMENSION


EXHIBIT C-5
132'-1" OVERALL DIMENSION
12'-3"
7'-2½"
4'
3'-0" V.O
4'-2"
3'-0" V.O
4'
17'-0½"
12'-4½"
4'-6"
EXT. FACE OF ROOF BELOW
EXT. FACE OF BLDG BELOW ROOF
HIGH POINT OF CEILING ABOVE
J
BEDROOM
APARTMENT 2
APTS 3 - 9 IDENTICAL
"E" LEVEL
K
BEDROOM
APARTMENT 1
APARTMENT 10 REVERSED
"E" LEVEL
6'-2"
4"
5'-0"
1'
5'-0"
1'
6'-2"
4"
4'-6"
4"
HANDRAIL
POLE & SHELF
POLE & SHELF
HANDRAIL
CLOSET
STORAGE - PAINTED PLYWOOD FLOOR
STORAGE - PAINTED PLYWOOD FLOOR
STORAGE - PAINTED PLYWOOD FLOOR
STORAGE - PAINTED PLYWOOD FLOOR
BEDROOM @ LEVEL D
BEDROOM @ LEVEL D
EXT. FACE OF MASONRY BELOW
EXT. FACE OF ROOF ABOVE
12'-0" FLOOR TO FLOOR
42'-0" OVERALL DIMENSION


EXHIBIT
J
K
KITCHEN/DINING
KITCHEN/DINING
"A" LEVEL
"A" LEVEL
"B" LEVEL
"B" LEVEL
APARTMENT 2
APARTMENT 1
LIVING
LIVING
BRICK WING WALL W/ STONE CAP
BRICK WING WALL W/ STONE CAP
12'-6" RECESS
12'-0" PROJECTION

SUNSET HOMES
BIG BEWA RD
CHAFFEE ST