CONDOMINIUM DOCUMENTS

DAKOTA HILLS

WAUKESHA COUNTY, WIS. § 53

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Register of Deeds

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DECLARATION OF CONDOMINIUM FOR DAKOTA HILL

Dakota Hill, LLC, a Wisconsin limited liability company, does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes). The said real estate and all improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as Dakota Hill Condominium ("Condominium"). The address of the Condominium shall be 2103 Allen Road, Waukesha, Wisconsin.

Dakota Hill, LLC (the "Declarant") owns certain land described in Exhibit A appended hereto. Declarant intends to improve the property by constructing thereon sixteen (16) townhouse style residential buildings containing a total of 32 residential dwelling units, together with certain other improvements in connection therewith. The property, together with all buildings and improvements is hereinafter called the "Condominium". A survey of the land showing the boundaries of the Condominium is contained in the Dakota Hill Condominium plat. Declarant, the fee owner of the property, further declares by this Declaration that the property and the improvements, subject to taxes and assessments not yet due and payable, municipal zoning ordinance, recorded easements and restrictions and other maintenance records are herewith submitted to the Condominium form of use and ownership as provided under the Condominium Act and this Declaration; establish and impose the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DECLARATION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates as described below:

1. Thirty-two (32) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a building contained within the boundaries of each such Unit as follows:

a. The vertical or perimetrical boundaries of the Unit shall be the plane of the exterior surface of the wall studs of the interior undecorated surfaces of the perimeter walls of the Unit, extending to an intersection with the upper and lower boundary; and the upper boundary

of the Unit shall be the plane of the interior surface of the roof decking, and the lower boundary shall be the plane of the upper surface of the concrete slab in basement. Each Unit shall also contain all windows, window frames, doors, including all glass and locks in windows and doors appurtenant to the Unit together with the central air conditioning, water heater, furnace appurtenant and used exclusively for a Unit, and a garage to which the immediate access shall be made to the Unit.

2. A freehold estate in the common elements of the Condominium as are hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The buildings and other improvements are shown on the site map and survey appended hereto as Exhibit B.

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

The Units, their respective designations and locations within the buildings and the common elements to which the Units have access are shown on the floor plans of the Condominiums appended hereto as Exhibit D.

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

Floor plans as detailed on Exhibit D and may be amended from time to time by Declarant and as so amended shall operate to amend the Declaration.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS

The common elements shall include all of the Condominiums except its Units and shall include, but not be limited to, the following: All portions of the building not contained within the Unit, the land, roadways, sidewalks, improvements, fixtures, equipment and facilities except for those designated as owned by an individual Unit.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The limited common elements are assigned to and reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The limited common elements consist of the following:

1. The two car garage attached to each Unit and the driveway serving such garage as shown on the Condominium plat are reserved for the exclusive use of that Unit or, in the case of a driveway that serves more than one Unit, such driveway shall be reserved for the joint exclusive use of such Units;

2. The patio attached to each Unit as shown on the floor plans of the Condominium is reserved for the exclusive use of such Unit;

3. The sidewalk leading from the driveway in front of a Unit to the entryway of such Unit and the entryway itself as shown on the floor plan of the Condominium are reserved for the exclusive use of such Unit and/or if a sidewalk and stoop serves two Units, the sidewalk and stoop are reserved for the joint exclusive use of such Units; and

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/32nd undivided interest in the common elements, or such other fraction as is determined by one divided by the number of Units ultimately built.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to common elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the common elements, as expressed above or as the same may be amended pursuant to Article XIV hereof.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the common elements as aforesaid.

ARTICLE VI.

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as Dakota Hill Condominium Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.

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

3. Declarant Control. Prior to the Declarant conveying eight (8) completed Units which represents 25 percent of the undivided interest in the common elements to purchasers, the Association shall hold a meeting and the Unit owners other than Declarant shall elect at least 33-1/3 percent of the Board of Directors.

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

5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations and 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. Any cost to reproduce these documents shall be borne by the requestor.

6. Compilation to Review. The holders of any first mortgage shall be entitled, upon written request, to a reviewed or compilation of financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request.

7. Easements. The Association shall have the right to grant permits, licenses and easements over the common elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms

and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

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

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

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

4. Decorations; Signs; Patios. No Unit owner shall decorate or alter the common elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24". No awnings or enclosures shall be installed on patios without the consent of the Board of Directors. Fixed grills shall be allowed on patios or in green space reserved to a Unit on such terms and conditions as approved by the Association and all grills must be covered. Patios and green spaces reserved to a Unit shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles,

wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws and/or the City requirements.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the common elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change common elements or construct or alter the landscaping including bird feeders, bird baths or other amenity. Any committee therefore shall have at least three (3) members of which one member shall be a Board member and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. Interest shall accrue at the rate of 1.5 percent per month 60 days following the due date. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees, court costs and filing fees incurred by

the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

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

5. Initial Working Capital Fund. Each original purchaser of a Unit shall advance an amount equal to one (1) months installment of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Such working capital fund shall be kept in a segregated account.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof; provided that the monthly installment shall be prorated on a daily basis.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit for a term of not less than one (1) year. Any lease or rental agreement must be in writing and specify that any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and transient tenants are not permitted. A copy of each lease shall be submitted to the Association.

3. Pets. No animals, livestock, reptiles, poultry or birds of any kind shall be raised, bred or kept within the Condominium, except as hereinafter set forth. The Association may issue a permit to the occupant of a Unit to keep two (2) cats or two (2) medium-size dogs or one (1) cat and one (1) medium-size dog (no guard-type dogs shall be permitted) and other small household pets (such as fish, canaries or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance including excessive barking. The permit issued by the Association shall allow the keeping of pets in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash at all times while outdoors. Any pet excrement in common areas shall be removed immediately by the person in control of such animals. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to loss of the pet permit and/or additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.

4. No Obstructions. No owner shall cause or permit the common elements, except the limited common elements, to be so used as to deny to other owners the full use of such portion of the common elements. Accordingly, there shall be no obstruction of any common elements. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium. Licensed boats, boat trailers, vans and trucks may be stored, parked or placed on the Condominium provided that they are so stored, parked or placed only in a garage and further provided that such storing, parking or placing does not cause an automobile to be parked or placed only in a garage and further provided that such storing, parking or placing does not cause an automobile to be parked outside of a garage when but for the storing, parking or place of the other vehicle, the automobile could have been parked in the garage. No vans or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil of a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association.

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

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

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

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

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

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

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules nad Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The

amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

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

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

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

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

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more units in a building or other improvements on the Condominium (the "Damages Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Repair and Reconstruction After Damage. (a) In the event of any damage to or destruction of the Property in an amount equal to or less than 20 percent of the replacement cost of the entire Condominium, whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction of such damaged portion of the Property substantially in accordance with the original plans and specifications of such portion (including any damages Units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations, painting or coverings or other furniture, furnishings, fixtures or equipment installed by Unit owners in the Units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess the appropriate Unit owners for such deficit as part of the common expenses.

By acceptance of the deed to his Unit, each Unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to these Declarations and shall constitute the determination by the Unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Unit owners, then the affirmative vote of one Unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80 percent of the cost of completing repair or reconstruction, the

Association by vote of at least 75 percent of all Unit owners may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether or repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association determines not to repair or reconstruct, the Property which is destroyed or damaged shall be deemed to be owned in common by the Unit owners in proportion to their respective undivided percentage interests in the common elements and such damages or destroyed property shall be subject to an action for partition at the suit of any Unit owner, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or, as the case may be, among all the Unit owners whose Units are destroyed or damaged a percentage equal to one divided by the number of affected owners, after first paying out of the share of each such affected Unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each such affected Unit owner.

(c) In the event the Property is destroyed or damaged in an amount in excess of 20 percent of the replacement cost of the entire Condominium, and insurance proceeds are equal to or greater than 80 percent of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with Article X, Section 2(a).

By acceptance of the deed to his Unit, each Unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to these Declarations and shall constitute the determination by the Unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Unit owners, then the affirmative vote of one Unit owner shall be sufficient to determine to repair or reconstruct.

ARTICLE XI

INSURANCE

The Association shall be required to obtain and maintain, to the extent obtainable, fire hazard insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property

supplied or installed by Unit owners), together with all heating equipment and other service machinery contained therein, and all limited common elements; such insurance shall cover the Property and shall name as insureds the Association, and all Unit owners and their mortgagees and land contract vendors, as their interest may appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation, with inflation guard endorsement, if available. Each policy shall provide that proceeds shall be payable to the Association for all Unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each first mortgagee and land contract vendor named as an insured in such policies. Prior to obtain any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the Units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine (provided that such limits shall at all times equal or exceed the limit established by Declarant set forth below), covering each member of the Board of Directors of the Association, and each Unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the Unit Owners, such public liability insurance shall be in a single limit of at least $1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. Such liability insurance shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each other holder of a first mortgage or land contract vendor listed as a scheduled holder of a first lien in the policy. The Association shall obtain and maintain workmen's compensation insurance, fidelity or employee dishonesty bond/policy coverage paid by the Association to the extent necessary to comply with any applicable laws.

By acceptance of the deed to his Unit, each Unit owner shall be deemed to have appointed the Association as his attorney-in-fact for the purpose of purchasing and maintaining the above-described

policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of Units or public liability claims arising out of occurrences happening within the boundaries of the Units. The Managing Agent shall be named as an additional insured on the policy.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of 75 percent of the undivided interests in the general common elements to purchasers, Declarant or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, Declarant, or its successors and assigns, acting alone:

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

b. may use the common elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in

connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a building are sold), showing the Condominium or maintaining signs;

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

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

ARTICLE XIII

RIGHTS OF MORTGAGEES

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

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

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

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

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

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

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least 75 percent of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least 75 percent of the votes of Units subject to mortgages.

ARTICLE XIV

AMENDMENT OF DECLARATION

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

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least 75 percent of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws or Rules and Regulations which establish, provide for, govern or regular any of the following:

a. Voting rights;

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

c. Reserves for maintenance, repair and replacement of the common elements;

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

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

g. Redefinition of any unit boundaries;

h. Reallocation of interests in the general or limited common elements or rights to their use;

i. Convertibility of Units into common elements or of common elements into Units;

j. Leasing of Units;

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

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

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

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

3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in

Section 2 above, who receives a written request to approve additional or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

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

ARTICLE XV

REMEDIES FOR VIOLATION BY UNIT OWNER

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

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Elaine Kraut, 1505 Golden Lake Road, Oconomowoc, Wisconsin 53066, as initial registered agent for the Association. Any change in the person or location for the services of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVII

RIGHT OF ENTRY

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

ARTICLE XVIII

CONSTRUCTION AND EFFECT

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

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

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

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

5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or common element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own thirty-two (32) interests, less any interests for Units already conveyed at the time of such determination.

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

same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed at Milwaukee, Wisconsin, this 16th day of September, 1994.

DAKOTA HILL, LLC

By Elaine Kraut, Managing Member
Elaine Kraut, Managing Member

Signature of Elaine Kraut authenticated this 16th day of September, 1994.

George B. Erwin, III
Member, State Bar of Wisconsin

This instrument drafted by and upon recording should be returned to:

George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR DAKOTA HILL

This Amendment effective this 27th day of July, 1998, of Dakota Hill Condominium, a condominium organized and existing pursuant to Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes).

WHEREAS, on September 29, 1994, a Declaration of Condominium for Dakota Hill was recorded in the Waukesha County Register of Deeds office, Reel No. 1992, Image 0667, Document No. 1997172; and

WHEREAS, pursuant to the terms of that Declaration of Condominium for Dakota Hill ("Condominium Declaration") the declarant, Dakota Hill, LLC, a Wisconsin limited liability Company ("Dakota Hill") declared its intent to improve the property with sixteen (16) townhouse style residential buildings; and

WHEREAS, the declarant offers additional flexibility that alternative floor plans will provide for the project by including up to ten (10) two unit ranch style and/or story and one-half or split level condominium buildings; and

WHEREAS, to accomplish this flexibility the Condominium Declaration and Plat needs to be amended to provide for additional floor plans, which amendment and addendum is specifically authorized under to the Condominium Declaration;

WHEREAS, pursuant to Article XIV of the Condominium Declaration certain procedure has been adopted for the amendment of the Condominium Declaration and Plat which provides for the consent of at least 75 percent of the unit owners and their mortgagees; and

WHEREAS, the declarant desires additional flexibility to streamline the potential need for architectural changes and/or alternative floor plans without the necessity of obtaining 75 percent of the unit owners and their mortgagees consent and also desires to provide an effective mechanism to approve those additional floor plans and/or architectural changes.

NOW, THEREFORE, in consideration of the above recitals, the Condominium Declaration is amended as follows:

1. **Floor Plans**. Attached hereto and incorporated by this reference are additional floor plans for condominium units within

the Condominium Plat. These floor plans specifically create additional styles of condominium units consisting of ranch style and/or one and one-half story or split level construction. These floor plans are attached as Exhibit D-1 through D-8.

2. **Authorization to Act**. Pursuant to Article XIV governing amendments of declaration, this Amendment is executed by the presiding officer of the Owners Association and attested by another officer after first obtaining the written consent of at least 75 percent of the unit owners and their mortgagees.

3. **Property Described**. The property subject to this Amendment to Condominium Declaration is legally described on the attached Exhibit A.

4. **Site Plan and Plat**. The site plan and plat subject to this First Addendum of the Condominium Plat previously recorded as Exhibit B is revised, superseded and amended by the attached Exhibit B-1.

5. **Address of Units**. Addresses of Units of the Condominium Declaration previously recorded Exhibit C is revised, superseded and amended by the attached Exhibit C-1.

6. **Delegation to Architectural Control Committee**. For purposes of streamlining the mechanism to address additional potential architectural changes to floor plans the declarant and the requisite number of unit owners herewith adopt the attached Amendment to the By-Laws of the Dakota Hill Condominium Association, Inc as Exhibit "E".

7. **Modification to Article IX, Section 3**. Article IX, Section 3 concerning pets is modified by deleting the second sentence therein and replacing it with the following: "The Association may issue a permit to the occupant of a unit to keep two cats or two dogs, or one cat and one dog and other small household pets (such as fish, canaries and parakeets) provided they are not kept, bred or maintained for any commercial purposes. No dog trained as an attack dog shall be permitted."

In all other respects the Declaration of Condominium and Plat for Dakota Hill remains in full force and effect.

DAKOTA HILL CONDOMINIUM ASSOCIATION, INC.

By: Elaine Kraut
Its President

Attest:

Secretary

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Elaine Kraut and Kent Johnson to me known to be the President and Secretary of Dakota Hill Condominium Association, Inc., the persons who executed the foregoing instrument and acknowledged the same.

Anne M. Laumer-Nissen
Notary Public, State of Wisconsin
My Commission 2-10-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Susan M. Boeck
Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named SUSAN M. BOECK to me known to be the lawful owner of Address No. 1600 LINDSAY WAY WAUKESHA, WI 53189, the person who executed the foregoing instrument and acknowledged the same.

Anne M. Laumer-Nissen
Notary Public, State of Wisconsin
My Commission 2-10-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 14th day of July, 1998, the above named _____ to me known to be the lawful owner of Address No. _____, the person who executed the foregoing instrument and acknowledged the same.

Diane M. Laumer-Theesfeld
Notary Public, State of Wisconsin
My Commission exp 10-17-99

MORTGAGEE APPROVAL

The undersigned is the mortgagee of the above unit and consents to this Amendment of Declaration of Condominium for Dakota Hill.

Authorized Representative

STATE OF WISCONSIN)
) SS.
Racine COUNTY)

Personally came before me this 31st day of August, 1998, the above duly authorized representative of Johnson Bank F/K/A Heritage Bank & Trust to me known to be person who executed the foregoing instrument and acknowledged the same.

Arlene Nelson
Notary Public, State of Wisconsin
My Commission 11-19-00

THIS DOCUMENT DRAFTED BY: George B. Erwin, III

DAKOTA HILL CONDOMINIUM ASSOCIATION, INC.

By: Elaine Kraut
Its President

Attest:

Secretary

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Elaine Kraut and W. Kent Johnson to me known to be the President and Secretary of Dakota Hill Condominium Association, Inc., the persons who executed the foregoing instrument and acknowledged the same.

Anne M. Faumer-Nusson
Notary Public, State of Wisconsin
My Commission expires 10-1-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Elaine Kraut managing member
Unit Owner Dakota Hill LLC

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Elaine Kraut to me known to be the lawful owner of Address No. 1611 LINDSAY WAY AND LOTS 1, 2, 5, 7, 9, 11, 13, 14, 15 & 16, the person who executed the foregoing instrument and acknowledged the same.

Anne M. Faumer-Nusson
Notary Public, State of Wisconsin
My Commission expires 10-1-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

_____
Unit Owner

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this ____ day of _____, 1998, the above named _____ to me known to be the lawful owner of Address No. _____, the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission _____

MORTGAGEE APPROVAL

The undersigned is the mortgagee of the above unit and consents to this Amendment of Declaration of Condominium for Dakota Hill.

_____
Authorized Representative

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30TH day of DECEMBER, 1998, the above duly authorized representative of M&I MARSHALL & ILSLEY BANK, to me known to be person who executed the foregoing instrument and acknowledged the same.

JOANNE McSWEENEY NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My Commission 9/23/01

THIS DOCUMENT DRAFTED BY: George B. Erwin, III

TOTAL P.04

DAKOTA HILL CONDOMINIUM ASSOCIATION, INC.

By: Elaine Kraut
Its President

Attest:

Secretary

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Elaine Kraut and Kent Johnson to me known to be the President and Secretary of Dakota Hill Condominium Association, Inc., the persons who executed the foregoing instrument and acknowledged the same.

Anne M. Fournier Nissen
Notary Public, State of Wisconsin
My Commission exp. 10-7-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Christopher F. Nowicki
Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Christopher F. Nowicki to me known to be the lawful owner of Address No. 1601 Lindsay Way, the person who executed the foregoing instrument and acknowledged the same.

Anne M. Fournier Nissen
Notary Public, State of Wisconsin
My Commission exp. 10-7-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Jane M. Nowicki
Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Jane Nowicki to me known to be the lawful owner of Address No. 1001 Lindsay Way, the person who executed the foregoing instrument and acknowledged the same.

Anna M. Lawmer-Nissen
Notary Public, State of Wisconsin
My Commission exp. 10.17.99

MORTGAGEE APPROVAL

The undersigned is the mortgagee of the above unit and consents to this Amendment of Declaration of Condominium for Dakota Hill.

_____
Authorized Representative

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this ____ day of _____, 1998, the above duly authorized representative of _____, to me known to be person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission _____

THIS DOCUMENT DRAFTED BY: George B. Erwin, III

DAKOTA HILL CONDOMINIUM ASSOCIATION, INC.

By: Elaine Kraut
Its President

Attest:
Secretary

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Elaine Kraut and Kent Johnson to me known to be the President and Secretary of Dakota Hill Condominium Association, Inc., the persons who executed the foregoing instrument and acknowledged the same.

Anne M. Laumer-Nissen
Notary Public, State of Wisconsin
My Commission exp. 10-17-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Laurette C. Marsh
Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Laurette C. Marsh to me known to be the lawful owner of Address No. 1608 Lindsay Way, the person who executed the foregoing instrument and acknowledged the same.

Anne M. Laumer-Nissen
Notary Public, State of Wisconsin
My Commission exp. 10-17-99

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Laurette C. Marsh
Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named Laurette C. Marsh to me known to be the lawful owner of Address No. 1608 Lindsay Way, the person who executed the foregoing instrument and acknowledged the same.

Anna M. Lawrence Nissen
Notary Public, State of Wisconsin
My Commission exp. 10-17-99

MORTGAGEE APPROVAL

The undersigned is the mortgagee of the above unit and consents to this Amendment of Declaration of Condominium for Dakota Hill.

Laura S Cullen
Authorized Representative

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27 day of July, 1998, the above duly authorized representative of the mortgage holder 1608 Lindsay Way to me known to be person who executed the foregoing instrument and acknowledged the same.

Lisa A. Jackson
Notary Public, State of Wisconsin
My Commission 6/17/01

LISA A. JACKSON NOTARY PUBLIC STATE OF WISCONSIN

THIS DOCUMENT DRAFTED BY: George B. Erwin, III

DAKOTA HILL CONDOMINIUM ASSOCIATION, INC.

By: Elaine Kraut
Its President

Attest:

Secretary

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 2nd day of July, 1998, the above named Elaine Kraut and Kent Johnson to me known to be the President and Secretary of Dakota Hill Condominium Association, Inc., the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission 4-10-1999

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 2nd day of July, 1998, the above named Mary K. Patan to me known to be the lawful owner of Address No. 1618 Lindsay Way, the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission 4-10-1999

UNIT OWNERS CONSENT

The undersigned consents to this Amendment of Declaration of Condominium for Dakota Hill.

Unit Owner

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27th day of July, 1998, the above named [illegible] to me known to be the lawful owner of Address No. _____, the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission exp. [illegible]/99

MORTGAGEE APPROVAL

The undersigned is the mortgagee of the above unit and consents to this Amendment of Declaration of Condominium for Dakota Hill.

Authorized Representative

STATE OF WISCONSIN)
) SS.
Milwaukee COUNTY)

Personally came before me this 27 day of August, 1998, the above duly authorized representative of Midwest Mortgage Inc., to me known to be person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission 12/27/98

THIS DOCUMENT DRAFTED BY: George B. Erwin, III

ARTICLES OF INCORPORATION
OF
DAKOTA HILL CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 18 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I
Name

The name of the Corporation shall be Dakota Hill Condominium Association, Inc.

ARTICLE II
Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III
Purposes

The purposes for which this Corporation is organized are as follows:

1. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Waukesha County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for Dakota Hill (the "Condominium"), as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

2. To serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct, care for and/or make additions to the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

3. To engage in any lawful activity relating to the foregoing with the purposes for which a nonstock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV
Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and

the ByLaws of the Corporation, including without limitation, the following:

1. To exercise exclusive management and control of the common elements described in the Declaration;

2. To operate, repair, replace, reconstruct, protect, maintain and/or make additions to the common elements as described in the Declaration;

3. To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

4. TO hire, engage or employ and discharge such persons or entities as it may deem necessary to advisable to assist in the management of its affairs and the maintenance and operation of the Property;

5. To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operation expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

6. To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

7. TO adopt and amend rules and regulations governing the use and operation of the Property;

8. To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the ByLaws of the Corporation and any rules and regulations governing the use and operation of the Property.

9. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

10. To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V
Members

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the ByLaws of the Corporation.

ARTICLE VI
Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 1505 Golden Lake Road, Oconomowoc, Wisconsin 53066, and the initial registered agent shall be Elaine Kraut. The address of the initial registered agent is 1505 Golden Lake Road, Oconomowoc, Wisconsin 53066.

ARTICLE VII
Directors

The number of directors of the Corporation shall be fixed in the ByLaws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the ByLaws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three. The names and addresses of the initial directors are:

Robert Nagy
1505 Golden Lake Road
Oconomowoc, WI 53066

Elaine Kraut
1505 Golden Lake Road
Oconomowoc, WI 53066

W. Kent Johnson
1505 Golden Lake Road
Oconomowoc, WI 53066

ARTICLE VIII
Incorporator

The name and address of the incorporator of the Corporation are:

George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

ARTICLE IX
Dissolution

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets

or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amount to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its ByLaws.

Executed in duplicate this ____ day of _____, 1994.

_____
George B. Erwin, III, Incorporator

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

This instrument was acknowledged before me this _____ day of _____, 1994, by George B. Erwin, III.

_____
Notary Public, State of Wisconsin
My Commission _____

This instrument was drafted by and after recording should be returned to:

George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

This instrument must be recorded in Waukesha County

Recorded

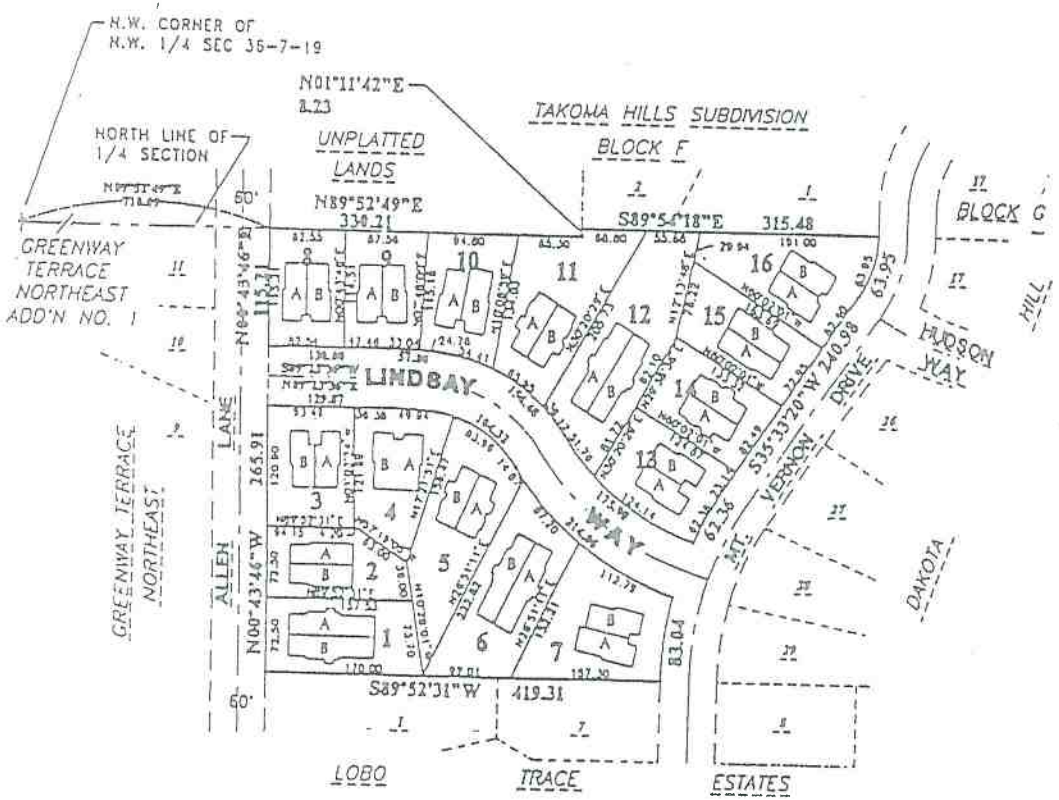
Waukesha County
Tuesday, January 19, 1999
8:30 AM

Plat Recording Number: 2408274

Volume III Condominium
Pages 1084 through 1092

Amendment to Declaration
Recording Number: 2408275

DAKOTA HILL CONDOMINIUM



GRAPHIC SCALE: 1"=100'

0 100 200

NORTH

CITY OF WAUKESHA,
WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION:

All of Lots 1 through 10 inclusive in Dakota Hill being a subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 25, and part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

I, MICHAEL J. LOSIK, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of the DAKOTA HILL CONDOMINIUM, and the identification and location of each unit can be determined from this Plat.

This surveyor makes no certification as to the accuracy of diagrammatic floor plans of condominium buildings and units contained in the plat or the approximate dimensions of floor areas thereof.

Dated the 8th day of August, 1994.

Michael J. Losik, R.L.S., P.E.
Registered Land Surveyor

Losik & Associates
Land Surveying and Land Development Consultants
N16 W23217 Stone Ridge Drive
Suite 201
Waukesha, WI 53188-1100
(414) 544-6121

DECLARANT:

DAKOTA HILL, LLC

NOTE: THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION IN ACCORDANCE WITH TERMS OF THE DECLARATION.

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., WAUKESHA WISCONSIN)

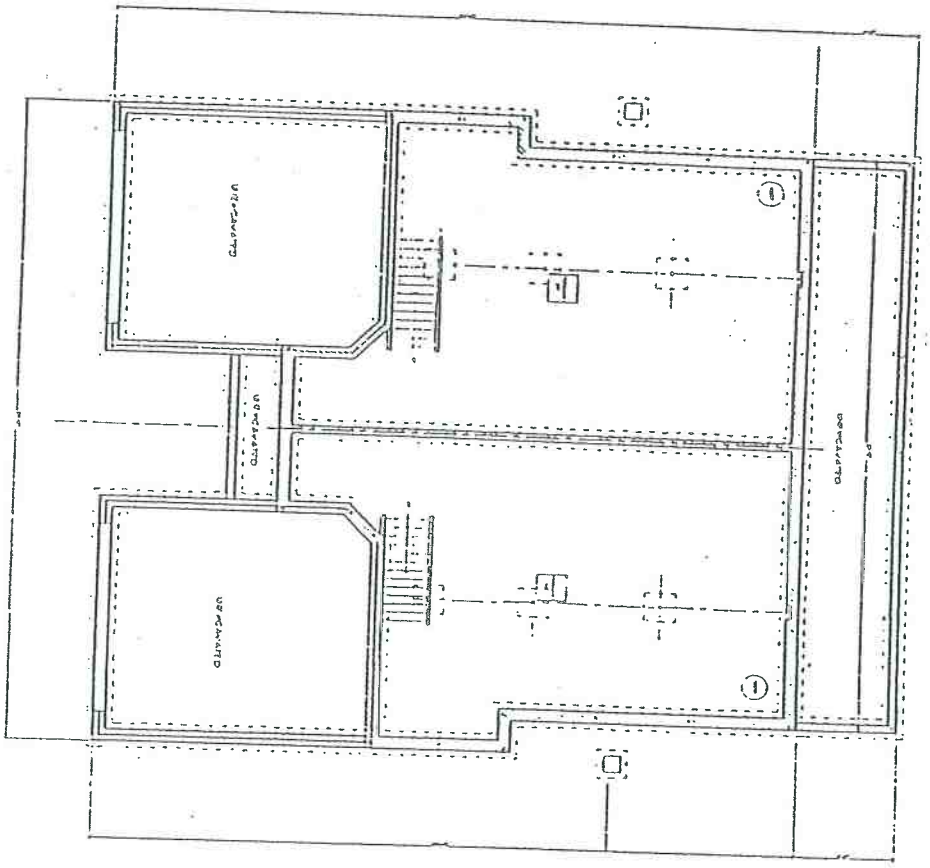
LOSIK JOB NO. 89-140

EXHIBIT B
Site Plan and Survey

6740-1295 111

FOUNDATION PLAN (BUILDING A)

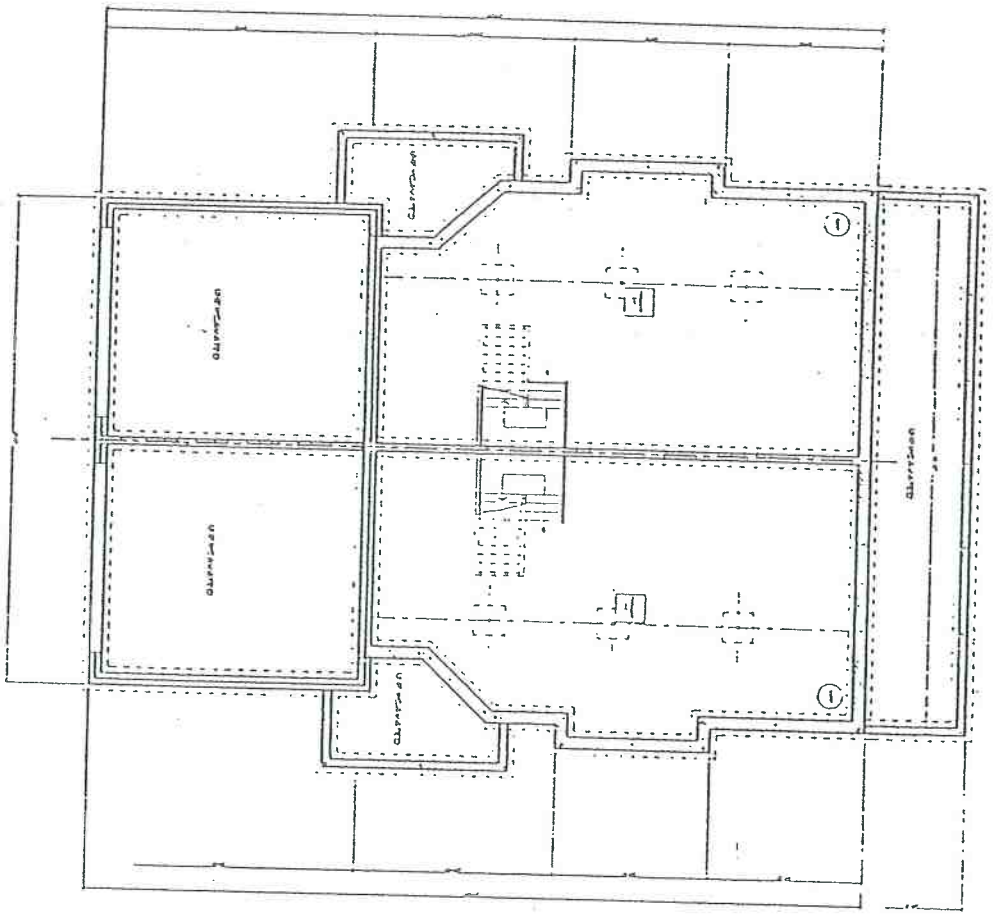
REL 1992 PG 0734



FOUNDATION PLAN (BUILDING B)

FOUNDATION PLAN

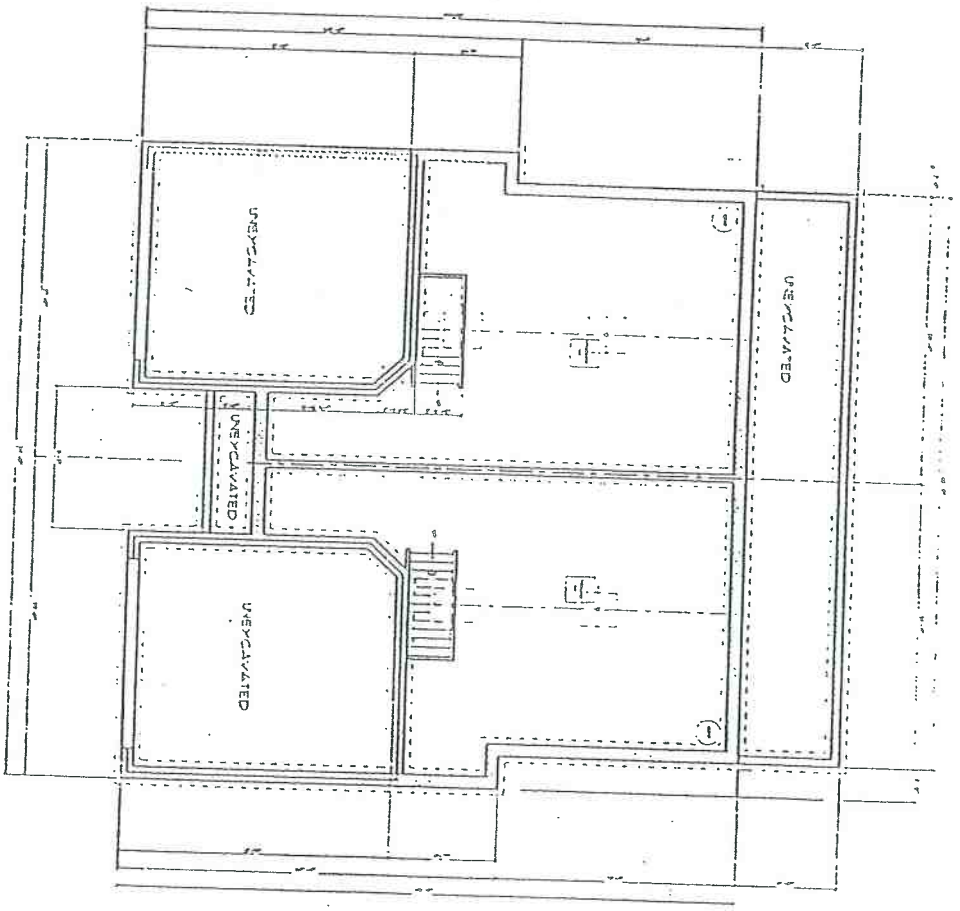
DAKOTA HILL
TOWNHOMES



FOUNDATION PLAN (BUILDING C)

FOUNDATION PLAN

DAKOTA HILL
TOWNHOMES

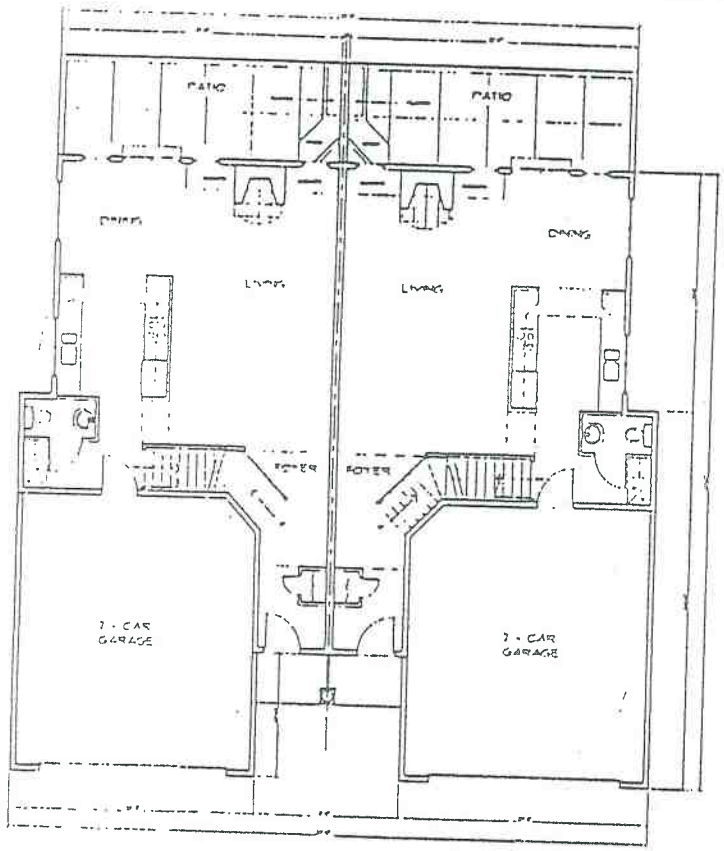


FOUNDATION PLAN (BUILDING D)

FOUNDATION PLAN

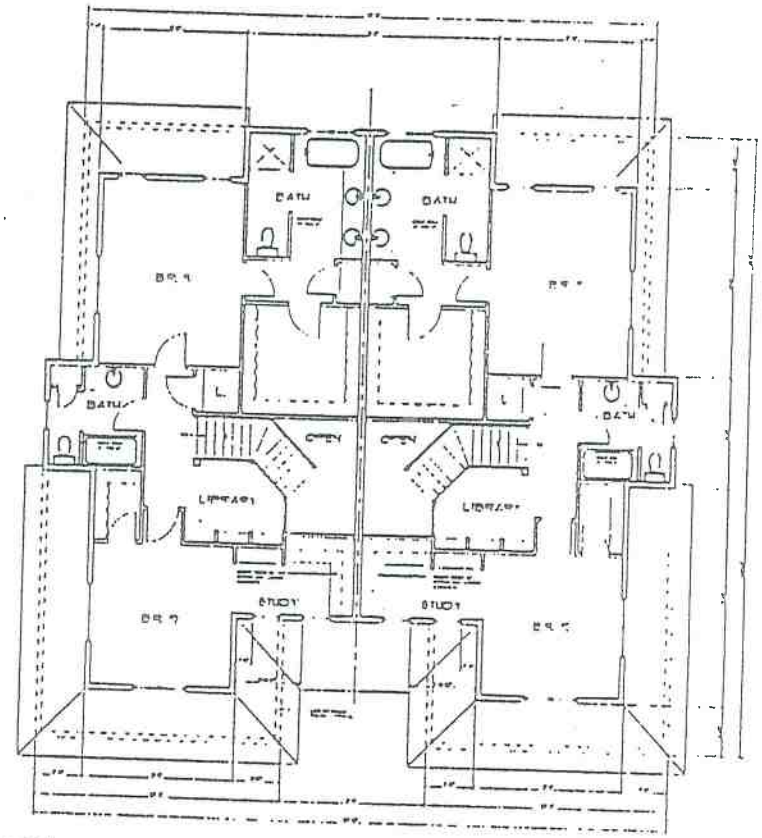
DAKOTA HILL TOWNHOMES

BOOK 1992 PAGE 0729



FIRST FLOOR PLAN (BUILDING D)

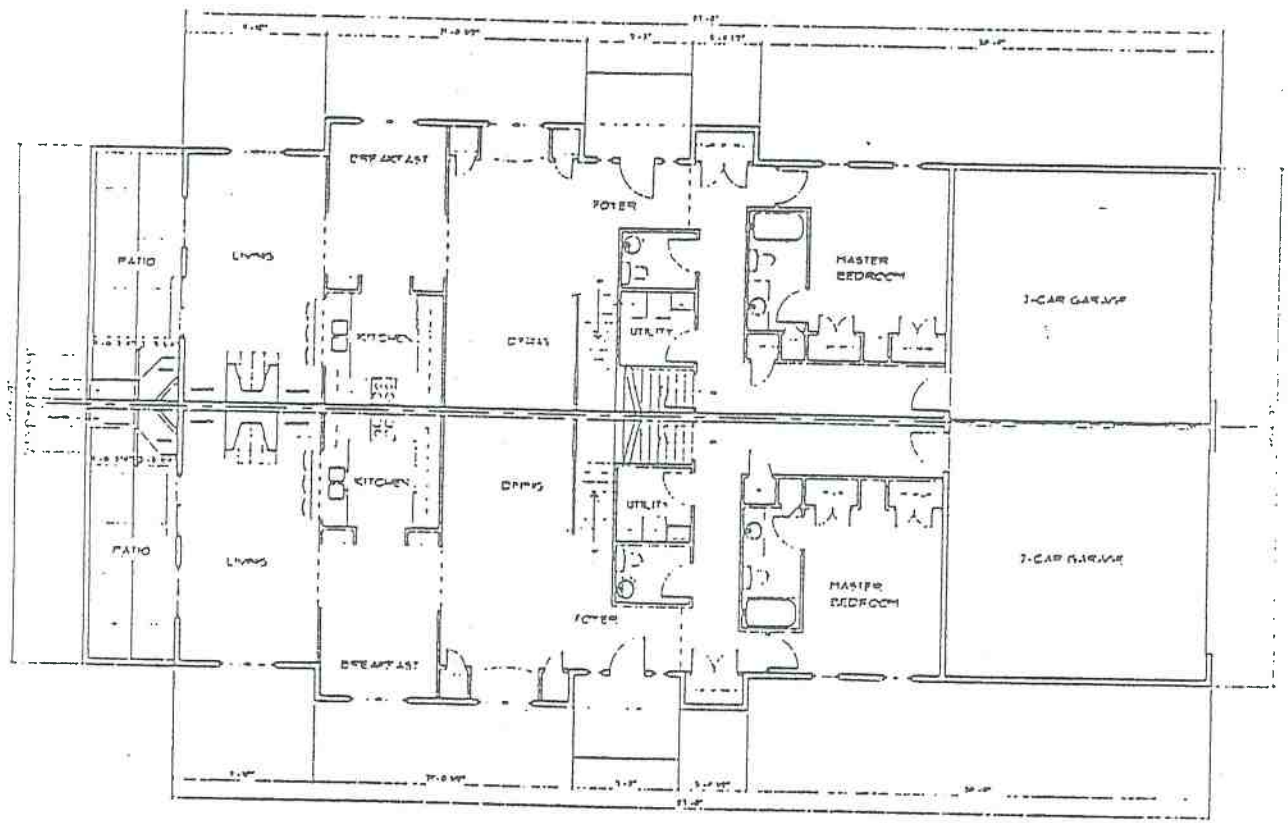
AREA PER UNIT:



SECOND FLOOR PLAN (BUILDING D)

DAKOTA HILL TOWNHOMES

FIRST AND SECOND FLOOR PLAN



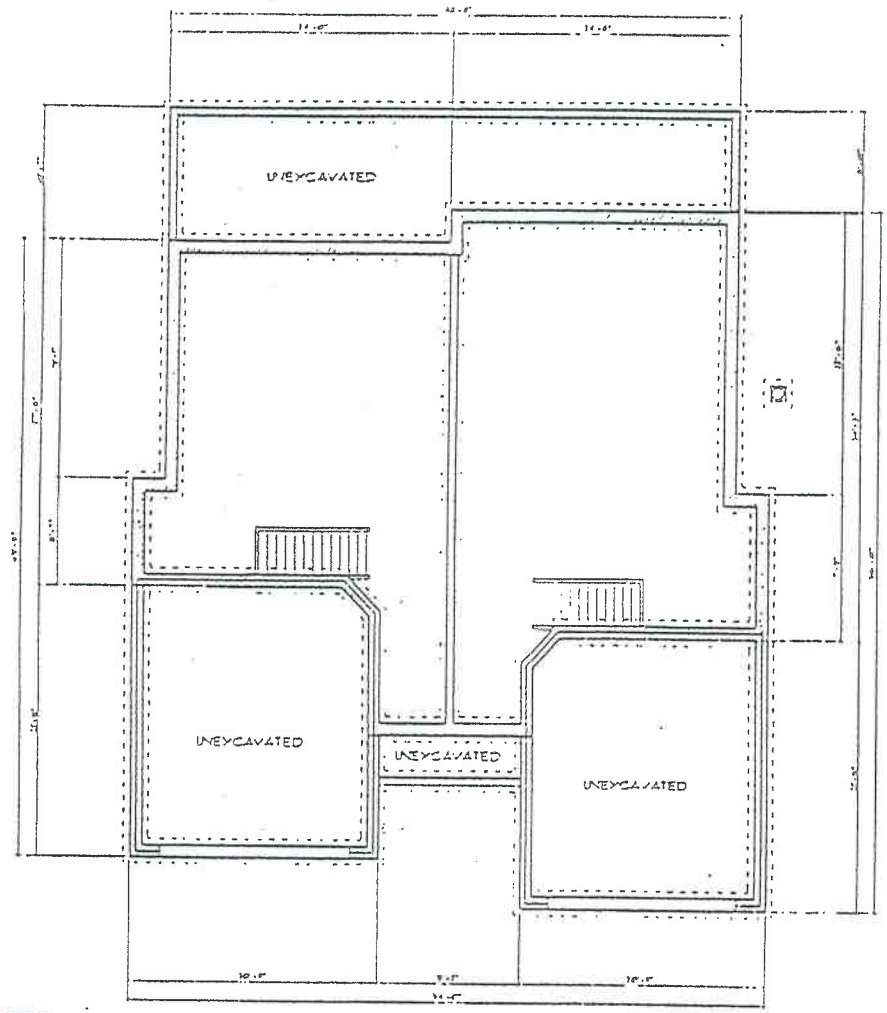
AREA PER UNIT.

FIRST FLOOR PLAN (BUILDING E)

DAKOTA HILL TOWNHOMES

FIRST FLOOR PLAN

PEEL 1992 PAGE 0733



FOUNDATION PLAN (BUILDING F)

DAKOTA HILL
TOWNHOMES

FOUNDATION PLAN

EXHIBIT A

Legal Description

All of lots 1 through 16 inclusive in Dakota Hill, being a subdivision of a part of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 25, and part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 36, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

000972 APR 26 05

3381200

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-26-2006 1:07 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 4.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 1

WC3381200-001
Document Number

STATUTORY RESERVE ACCOUNT STATEMENT

Re: Dakota Hill
Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Dakota Hill Condominium", dated the 16th day of September, 1994 and recorded the 29th day of September, 1994 in the Office of the Register of Deeds for _____ County, Wisconsin, in (Reel)(Vol.)_____ of Records, at (Images) (Pages) _____ through _____, as Document No. 1997127 and by a Condominium Plat (hereinafter "Condominium").

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective May 1, 2006, _____. This determination is made by the ~~(Declarant)~~ (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: Special Assessment
Common Reserve Account

Recording Area

Name and Return Address
c/o Real Estate Specialists
P.O. Box 438
Pewaukee, WI 53072

Parcel Identification Number (PIN)

Pd
11
1

Dated this 21st day of April, 2006.

B/Lewis-Tschannen
*Bonnie J. Lewis-Tschannen
Title: Managing Agent

AUTHENTICATION

Signature(s)_____

authenticated this _____ day of _____, _____

*_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Bonnie J. Lewis-Tschannen

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*_____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Waukesha County.)

Personally came before me this 21st day of April, 2006, the above named Bonnie Lewis-Tschannen to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

*Kelly M. [illegible]
Notary Public, State of Wisconsin KELLY M. HERRMANN
My Commission is permanent. (If not, state expiration date: 11-12-08.)

NOTARY PUBLIC STATE OF WISCONSIN

Document Number	FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR DAKOTA HILL Document Title

Recording Area

Name and Return Address

George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

Parcel Identification Number