RESTATED
DECLARATION

THE CHARLESTOWN CONDOMINIUM
West Bend, Wisconsin

This Restated Declaration is made as a comprehensive amendment to the original Declaration as recorded on December 12, 1974 in Volume 577 of Records beginning at page 57 as Document No. 358915, which original declaration was amended by the declarant in an instrument dated and acknowledged on May 21, 1976, and recorded on May 27, 1976 in Volume 610 of Records at page 181 as Document No. 373336. This comprehensive amendment is made pursuant to the authority of secs. 703.09(2) and 703.38 of the Condominium Ownership Act of the State of Wisconsin and pursuant to Section 17.12 of the original Declaration.

The purpose of this comprehensive amendment is to bring the Declaration into conformity with the law of the State of Wisconsin as set forth in Chapter 407 of the Laws of 1977, now known as Chapter 703 of the Wisconsin Statutes; to delete provisions which are no longer necessary or desirable; and to amend other provisions as determined by the unit owners.

Nothing in this Restated Declaration affects the condominium name, legal description, building identification system, unit designation and identification system or the percentage of ownership interest in the common elements assigned to each unit.

ARTICLE I

GENERAL PROVISIONS

Section 1.01. - Intent. The land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Restated Declaration, the Articles of Incorporation ("Articles") and the By-Laws of the "Charlestown Condominium Homes Association, Inc." ("Association").

Section 1.02. - Name. The name by which this condominium is to be known shall be "The Charlestown Condominium".

Section 1.03. - Description of Land. The land which is the subject of this Declaration is described as follows:

That part of the SE¼ of the SE¼ of Section 13, Town 11 North, Range 19 East, City of West Bend, Wis. bounded and described as follows:
Commencing 406 feet north of the SE corner of said Section 13; thence West 50' to the West line of River Road; thence continuing West 260' along the North line of Redwood St.; thence North 475.11' along the East line of Imperial Court; thence East 260' to the West line of River Road; thence South along the West line of River Road 475.87' to place of beginning.

Washington County, Wisconsin.

The above is now more particularly described as All of Block 2 in Juniper Heights, a Subdivision of part of the S. E. ¼ of the S. E. ¼ of Section 13, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin.

Section 1.04. - Condominium Plat. References herein to the "condominium plat" or "plat" shall be to the drawings identified as Exhibits "A" and "B" which were recorded at pages 99, 100, 101 and 102 in Volume 577 of Records as part of Document No. 358915.

ARTICLE II

CONDOMINIUM BUILDINGS

Section 2.01. - Construction of the Buildings. The buildings shall be constructed principally of brick, masonry, frame and aluminum materials. All roofs shall be asphalt shingle.

Section 2.02. - Description of the Buildings. The buildings shall be seven (7) in number located on the premises in accordance with the condominium plat. Each building shall consist of either four (4) or six (6) units of row-type construction as depicted on the plat.

Section 2.03. - Designation and Size of Buildings.

Building A shall consist of four (4) Units.

Building B shall consist of four (4) Units.

Building C shall consist of six (6) Units.

Building D shall consist of four (4) Units.

Building E shall consist of four (4) Units.

Building F shall consist of four (4) Units.

Building G shall consist of four (4) Units.

Section 2.04. - Identification of Buildings and Units.

A. Building A has four (4) Units with the following designation and identifying numbers:

A-1306
A-1308
A-1310
A-1312

B. Building B has four (4) Units with the following designation and identifying numbers:

B-756
B-754
B-752
B-750

C. Building C has six (6) Units with the following designation and identifying numbers:

C-748
C-746
C-744
C-742
C-740
C-738

D. Building D has four (4) Units with the following designation and identifying numbers:

D-725
D-727
D-729
D-731

E. Building E has four (4) Units with the following designation and identifying numbers:

E-733
E-735
E-737
E-739

F. Building F has four (4) Units with the following designation and identifying numbers:

F-741
F-743
F-745
F-747

G. Building G has four (4) Units with the following designation and identifying numbers:

G-761
G-763
G-765
G-767

ARTICLE III

INDIVIDUAL UNITS

Section 3.01. - Description of Units. Each unit is comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including all window and door glass and screens of the unit, located as said boundaries are shown in the condominium plat, together with all fixtures and improvements therein contained. Generally, each unit consists of a full basement; first floor including kitchen, dinette, lavatory, dining room and living room; second floor including two (2) bedrooms and full bath; attic space; and one-car attached garage.

Section 3.02. - Legal Description. The identifying number assigned to each unit as shown in Section 2.04 of this Restated Declaration shall be its legal description, and hereafter, any conveyance, mortgage, lease or other document referring to such unit by such identifying number shall sufficiently describe such unit for all legal purposes.

Section 3.03. - Unit Fixtures. Initially, each unit included a water heater, furnace, garbage disposal, air conditioner, automatic garage-door opener, range hood, dishwasher, cabinets, and other fixtures and equipment installed therein.

Section 3.04. - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the

structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE IV

COMMON ELEMENTS AND FACILITIES

Section 4.01. - Description. The common elements and facilities shall consist of all of the condominium land, improvements and appurtenances, except the individual units as defined hereunder, including without limitation:

(1) The premises described in Section 1.03 of this Restated Declaration together with the structural elements and exteriors of the buildings.

(2) The electric, telephone, communication, gas, water, sewer and other utility lines, laterals, conduits or pipes.

(3) The lawn and landscape areas and improvements.

(4) The swimming pool, tennis courts and plazas surrounding the same.

(5) The walks, driveways, parking areas and outdoor storage areas.

(6) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium.

Section 4.02. - Percentage Interest. Each unit owner shall have an undivided 1/30th equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.03. - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04. - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V

LIMITED COMMON ELEMENTS AND FACILITIES

Section 5.01. - Type-I Limited Common Elements. Certain of the common elements which are contiguous to a building and/or which are reserved for the exclusive use and benefit of the occupants of that building shall be known as Type-I limited common elements and shall include, without limitation, the following:

(1) Those common elements, if any, identified as Type-I limited common elements on the condominium plat.

(2) The vehicular entrance and driveways from the public street to the garages and parking stalls of each building adjacent thereto.

(3) The ornamental fences which screen and/or separate the parking stalls or patios of each building.

(4) The roof television antenna system.

(5) Such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

Section 5.02. - Type-II Limited Common Elements. Certain of the common elements which are contiguous to a unit within a building, and/or which are reserved for the exclusive use and benefit of the occupants of that unit shall be known as Type-II limited common elements and shall include, without limitation, the following:

(1) Those common elements, if any. identified as Type-II limited common elements on the condominium plat.

(2) Stoops and porches outside each unit and having direct access thereto.

(3) Sidewalk from front entrance of unit to common sidewalk.

(4) The exterior surface of the unit entry doors.

(5) The electric, telephone, communication, gas and water lines and pipes within each unit.

(6) The interior surface materials of the perimeter boundaries of each unit for the application of interior decoration, coverings and furnishings.

(7) Grounds and shrubbery adjacent to and in front of each Unit between the building and the common sidewalk and having a width equal to the unit to which it is adjacent.

(8) The patio or parking stall adjacent to each garage.

(9) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.01. - Common Elements. The Association shall be responsible for the management and control of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair. Further, the responsible unit owner shall repair or replace any portion of the common elements damaged through the fault or negligence of such owner or such owner's family, invitees, or any other occupant of that unit.

Section 6.02. - Type-I Limited Common Elements. The Association shall be responsible for the management and control of Type-I limited common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair. The cost of such maintenance and repair shall be a common expense.

Section 6.03. - Type-II Limited Common Elements. Each unit owner shall be responsible for keeping the Type-II limited common elements appurtenant to his or her unit, as defined in Section 5.02 of this Restated Declaration, in good, safe, clean, attractive and sanitary condition, order and repair satisfactory to the Association. The repair, maintenance, redecoration or replacement of Type-II limited common elements shall, except as hereafter provided, be the duty and responsibility of the respective unit owners but shall be subject to the approval of the Association in order to maintain uniformity of materials and appearance. The repair and replacement of porches, stoops, sidewalks and the patio/parking stalls shall be a common expense.

Section 6.04. - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition, and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair or replacement of his or her unit fixtures as identified in Section 3.03 of this Restated Declaration.

Section 6.05. - Prohibition Against Structural Changes. No unit owner shall, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of the building or any common or limited common elements. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

Section 6.06. - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VII

ASSESSMENTS FOR COMMON EXPENSES

Section 7.01. - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Restated Declaration, the Articles and the By-Laws.

Section 7.02. - Common Expenses. Common expenses are defined as follows:

(1) All sums lawfully assessed against the unit owners by the Association.

(2) Expenses declared common expenses by the Act, by this Restated Declaration, the Articles or the By-Laws.

(3) Amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements.

Section 7.03. - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Restated Declaration.

Section 7.04. - Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments, regular or special, in accordance with the provisions of the Act, this Declaration, the Articles and the By-Laws. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

Section 7.05. - Uniform Rate of Assessment. The regular assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Restated Declaration.

Section 7.06. - Annual Assessment. The Association shall, as provided in the By-Laws, adopt an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full.

Section 7.07. - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus shall be credited to the unit owners' annual assessment for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Restated Declaration or shall be used for any other purpose as the Association decides.

Section 7.08. - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements. Such special assessments shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held, and disbursed by the Association for the sole purpose for the which the same was levied.

Section 7.09. - Liability for Assessments upon Conveyance.

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a state ment of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.12 hereof prior to the request for the statement.

Section 7.10. - Lien for Assessments. All assessments levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.11. - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) Liens of general and special taxes.

(2) Liens of a first mortgage recorded prior to the making of the assessment.

(3) Construction liens filed prior to the making of the assessment.

(4) All sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

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

Section 7.12. - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

ARTICLE VIII

COVENANTS ON USE AND OCCUPANCY

Section 8.01. - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for owner-occupied, single-family residential purposes consistent with the size and facilities of the units. A unit may be leased for any period of time during which the unit has been vacated by the owner and is, to the satisfaction of the Board of Directors, actively being offered in good faith for sale by the owner. An owner may apply to the Association Board of Directors for other exemptions to the owner-occupant requirement, but the Board of Directors may only grant such exemptions in limited and extraordinary circumstances to avoid unwarranted hardship or economic loss which cannot be, or could not have been, avoided by the owner's own actions.

Section 8.02. - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on

any part of the condominium; nor, except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is hereby given to the Association to place "For Sale" or "For Rent" signs on any unit or on the common elements for the purpose of facilitating the disposal of units by any owner or mortgagee.

Section 8.03. - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of ingress and egress to, and use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner, the members of his or her immediate family, his or her guests, and his or her tenants. Such use shall, however, be subject to and be governed by the Act, this Restated Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be kept in an uncluttered and attractive condition consistent with an attractive residental complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.04. - Occupancy Restrictions. The condominium has been designed and developed as an adult-type residential complex limited to 2-bedroom units, and, therefore, no more than three (3) occupants of any unit shall be under the age of eighteen (18) years.

Section 8.05. - Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the commons, except that no more than a total of two (2) dogs, cats or other household pets may be kept in units, subject to the rules and regulations which may be adopted by the Association regarding same.

Section 8.06. - Motor Vehicles. No motor vehicles (including motorcycles, trailers, mobile homes or any other similar vehicle) shall be parked in any limited common parking area so as to interfere with the free use of such area and the ingress and egress by the owner, occupant or lessee of any other unit entitled to the use and benefit of such area; or so as to create a visual obstruction or safety hazard.

Section 8.07. - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit, or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.08. - Concessions and Convenience Activities. Notwithstanding any provision of this Restated Declaration to the contrary, the Association, with the prior consent of the voting members representing seventy-five percent (75%) of the units, shall have the right to permit convenience type personal services to be furnished on the condominium premises, as permitted by the Zoning Ordinance of the City of West Bend in an R-4 Zoning District; such permit shall be upon the terms and conditions as the Association shall prescribe.

Section 8.09. - Insurance Hazard. No owner or occupant shall within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS. RESTRICTIONS AND REGULATIONS

Section 9.01. - Compliance Required. Every unit owner and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, as the By-Laws or rules are amended from time to time, and with the covenants, conditions and restrictions set forth in the Act, this Restated Declaration or in the deed to the unit.

Section 9.02. - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X

INSURANCE

Section 10.01. - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium against

loss or damage by fire or other hazard and against liability claims. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Restated Declaration. The amount of protection and the types of hazards to be covered shall be reviewed at least annually by the Association and the amount of coverage may be increased or decreased at any time as deemed appropriate by the Association to conform to the requirements of Section 10.03 hereof. The provisions of this section and any insurance provided prusuant hereto shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy provided by reason of this section.

Section 10.02. - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 4.02 hereof. Unless otherwise provided in the By-Laws, such premiums shall be charged to the unit owners as they become due and each unit owner shall promptly pay his portion of such insurance premium upon receiving a statement therefor from the Association. If the same is not paid by the unit owner when due, the unpaid balance shall be paid by the Association and shall constitute a special assessment and may be perfected as a condominium lien as provided in Section 7.09 hereof.

Section 10.03. - Coverage. The Association shall provide the following types of insurance coverage:

(1) Property Insurance. All buildings and improvements upon the premises shall be insured for not less than full replacement value, excluding foundations and excavation costs, and all personal property included in the common elements shall be insured for its value all as determined annually by the Board of Directors of the Association. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings on the premises including, but not limited to, vandalism and malicious mischief. To the extent possible, such insurance shall provide that the

insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.

(2) Liability Insurance. Public liability insurance in such amounts and with such other coverage as shall be determined by the Board of Directors of the Association including, but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner. Such policy shall insure each unit owner, the Association, its officers, directors. Declarant, the manager or managing agent of the condominium and their respective employees and agents from liability in connection with the common elements and shall also insure the officers and directors of the Association from liability for good faith action beyond the scope of their respective authorities.

(3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) Other Insurance. Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

Section 10.04. - Additions, Alterations or Improvements. The Association shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any unit owner to a unit unless and until such unit owner shall request the Association, in writing, to do so. If the unit owner fails to make such request in writing, the Association shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Section 10.05. - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled

to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.06. - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering the following items:

(1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

(2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.07. - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI

ASSOCIATION OF UNIT OWNERS

Section 11.01. - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners known as the Charlestown Condominium Homes Association, Inc. which is a legal entity for all purposes (herein the "Association").

Section 11.02. - Membership and Voting Rights. The record owner(s) of each unit shall automatically be members of the Association. Membership in the Association shall be appurtenant to and not be separated from ownership of the condominium unit. There shall be one (1) vote for each unit at all meetings of the Association. The vote for each unit shall be exercised as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote.

Section 11.03. - Meetings of the Association. Meetings of the Association shall be governed by the following rules and such additional rules as may be set forth in the Articles and By-Laws:

(1) The Association shall maintain a current roster of names and addresses of every unit owner to which notice of the meetings of the Association shall be sent.

(2) Every unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

(3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

ARTICLE XII

RECONSTRUCTION

Section 12.01. - Reconstruction. In the event of a partial or total damage or destruction of a building or buildings, or any other part of the common elements, such shall be repaired and rebuilt as soon as practibacle and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium, unless in the case of damage or destruction the repair or reconstruction of which would exceed the sum of $100,000, by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to Section 703.18 of the Wisconsin Statutes.

Section 12.02. - Procedure. 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 percent (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 damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be

available to the Association for the purpose of repair or reconstruction, as provided in Article X hereof. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XIII

EASEMENTS AND ENCROACHMENTS

Section 13.01. - Utility Easements. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Association, and not to any utility except by and with the action or consent of the Association.

Section 13.02. - Easements to Run with the Land. All easements and rights described and set forth herein are easements and rights appurtenant to, and running with the land, perpetually in full force and effect, and shall at all times inure to the benefit of and be binding upon the unit owners, their successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land, or any part or parcel thereof.

Section 13.03. - Encroachments. In the event that, by reason of the construction, settling or shifting of the building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. - Notice to Mortgage Lendors. Upon written request to the Association, the holder of any duly recorded mortgage or trust deed against any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or trust deed.

Section 14.02. - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 14.03. - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Restated Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 14.04. - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Restated Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 14.05. - Waiver of Damages. Neither the original declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to him, or pursuant to the original or this Restated Declaration, or in the declarant's capacity as developer, contractor, owner, manager or seller of the condominium, whether or not such claim (a) shall be asserted by any unit owner, unit occupant, unit mortgagee,

the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the condominium or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any unit owner, unit occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the condominium, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.)

Section 14.06. - Amendment of Declaration.

(1) This Restated Declaration may be further amended with the consent of seventy-five percent (75%) of the unit owners and mortgagees.

(2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Washington County, Wisconsin; provided, however, that no provision of this Restated Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 14.07. - Gender and Number. The use of the masculine gender in this Restated Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 14.08. - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Restated Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Restated Declaration.

Section 14.09. - Service of Process. At the time of the adoption of this Restated Declaration, the registered agent for service of process shall be Thomas Newcomer, 737 Imperial Court, West Bend, Wisconsin. Change of agent for service or process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Register of Deeds of Washington County.