FIFTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

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DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM

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**(See Exhibit B for Parcel Numbers)**

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
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FIFTH AMENDED AND RESTATED DECLARATION OF

CONDOMINIUM OWNERSHIP

OF

DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM

12980 AND 12990 WEST BLUEMOUND ROAD

ELM GROVE, WISCONSIN


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# FIFTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM ELM GROVE, WISCONSIN

Douglas Plaza Residential Condominium (the "Condominium") was created by a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Conditions recorded with the Waukesha County Register of Deeds on October 24, 1988 as Document No. 1507136, as amended on September 13, 1990 as Document No. 1612336, as further amended on February 10, 1993 as Document No. 181580, as further amended on July 14, 2006 as Document No. 340387, and as further amended on August 24, 2010 as Document No. 3766173 (as amended, the "Declaration"). WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Douglas Plaza Residential Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

## ARTICLE I

## DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference thereto.

Said real estate and all improvements thereon and appurtenances belonging thereto shall be known as DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM ASSOCIATION, INC., a non corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(b) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, but excluding those having such interest merely as security for the performance of an obligation.

(c) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one (1) or more levels of space, or one (1) or more rooms or enclosed spaces located on one (1) or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans recorded as part of the Condominium Plat, which are incorporated herein by this reference thereto, together with all facilities and improvement therein contained, excluding the land underneath same.

(d) "UNIT NUMBER" shall mean the number, letter or combination thereof, identifying a unit.

(e) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

(f) "LIMITED COMMON ELEMENTS" shall mean those common elements identified herein as reserved for the exclusive use of one (1) or more, but less than all, of the Unit Owners.

(g) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(h) "MORTGAGEE" shall mean any person named as the Mortgagee in any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage or such land contract.

(i) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(j) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

## ARTICLE II

## PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The real estate described in Article I and all building and improvements constructed thereon has been submitted to the provisions of said Condominium Ownership Act (the "act").

Section 2. CODE IDENTIFICATION:

(a) Each of the two (2) buildings shall be specifically designated by its Building Number as set forth on the Plat. Such Building Number shall consist of five numerals. The Building Number of each Building shall be the number portion of the street address of the Building.

(b) Each Unit shall be specifically designated by its Unit Number as set forth on the Condominium Plat. Such Unit Number shall consist of one number (which corresponds to the floor of the building on which the Unit is located) followed by two (2) numerals (which designate the position of the Unit in the building).

Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

DESCRIPTION OF RESIDENTIAL BUILDINGS: Each residential building on the real estate described in this Declaration contains twenty-four (24) residential Units and one Office Unit (the "Office Units" from time to time may be referred to as "Storage Units" as that more accurately reflects the use of those units by the Association) that are fully described on the exhibits attached hereto and made a part of this Declaration

Section 3. The two (2) buildings aggregating 50 Units are located as indicated on the Condominium Plat and made a part of this Declaration. Each Unit (except the Office Units) as originally constructed contains a living room, dining area, kitchen, 1 1/2 baths, a den and a bedroom. The Office Units consist of one room. The Office Units are owned by the Association and may be rented to Unit Owners for storage purposes or any other purpose in the discretion of the Association's Board of Directors. The Office Units do not get a vote and do not pay assessments.

The buildings are constructed principally of masonry brick. Each building contains three (3) levels and a parking level.

The buildings are located as indicated on the Condominium Plat. The location and designation of each Unit and the immediate Common Elements and Limited Common Elements to which each Unit has access are shown on the Condominium Plat as are the approximate area and number of rooms of each Unit and the Unit numbers and street address of each Unit.

Section 4. BOUNDARIES OF UNITS: The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All drywall within a Unit, all windows, window frames, and doors, and door frames, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. Therefore, the

furnace and air conditioning system that serves a particular Unit is part of that Unit, including the venting to the exterior, condensation lines, etc.

Section 5. INTERPRETATION OF PLANS: In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the Building(s) or Unit(s) as located and erected.

## ARTICLE III

## COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own undivided interest in the Common Elements as a tenant in common with all other Unit Owners of the property and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's portion of ownership in the Common Elements shall be $1/48^{th}$ (2.08%) except for the Office Units which shall be .08%.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the Village of Elm Grove or to public utilities.

Section 1. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The Common Elements and facilities shall consist of:

(a) All parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Units;

(b) The foundations, columns, girders, beams, supports, structural portions of the walls, and roofs of the buildings;

(c) Areas set aside for storage of maintenance equipment;

(d) Installations for providing central services such as power, light, gas heating and cold water that service multiple Units and/or the Common Elements;

(e) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

(f) Elevators, halls, lobby, stairs and stairwells, service rooms, vestibules and equipment rooms.

(g) Attics

(h) The land on which the buildings are located;

(i) The driveways, parking areas and walkways located on the land; and

(j) Area set aside for storage of maintenance equipment.

Section 2. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES:

The Limited Common Elements and Facilities are:

(a) The storage lockers located on the parking levels of each building. One such storage locker, as designated by the Association, may be assigned to each residential Unit in a specific building and the right to use same limited to occupants of the Unit;

(b) The parking spaces located on the parking levels of each building. One or two of such parking spaces shall be assigned to each Unit in a specific building and the right to use same limited to occupants of that Unit.

(c) All porches and balconies which service one Unit shall be a part of the Common Elements and reserved as Limited Common Elements to the Unit. Each Unit owner shall be entitled to the exclusive use and possession of that porch and patio, direct access to which is provided for his respective Unit, and which is or are located outside and adjoining his respective Unit.

Section 3. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership, provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

Section 4. CONVEYANCE OF LIMITED COMMON ELEMENTS: Any Unit Owner may convey his right to use any Limited Common Element appurtenant to his Unit to any other Unit Owner. The use of the Limited Common Element so conveyed shall thereupon become appurtenant to the Unit owned by the Grantee. Such conveyance shall be upon a form approved for use by the Association and shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. Such instrument shall provide that upon recording the original document, it shall be returned to the Secretary of the Association. After such conveyance, the conveying Unit Owner shall have no further right to use the Limited Common Element so conveyed, and the Limited Common Element shall thereafter be appurtenant to the Unit Owned by the Grantee, as specified in the conveyance form, until further conveyance. Any Unit Owner may lease his right to use any Limited Common Element appurtenant to his Unit to any other Unit Owner.

## ARTICLE IV

## CONVEYANCE OF UNIT

Section 1. INTEREST INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

## ARTICLE V

## OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the said Units except as otherwise provided herein. A Unit occupant may operate an office out of his or her Unit, but only if he or she does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements or from outside of the Condominium; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; (f) conduct a business that will cause traffic or pedestrian congestion or parking scarcity within the Condominium; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner. This provision will apply only if the Unit also serves as the occupant's primary residence, and the Association must be informed of such intended use. A Unit may not be leased except pursuant to section (d) below. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. Such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached;

(b) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document, a "related" person shall be defined as a parent, sibling, child, aunt, uncle or other lineal ancestor;

(c) No animal shall be allowed within or about the premises except as set forth herein. A permitted animal is defined as up to two (2) birds or common small tank fish, and up to two (2) cats.

(d) Non-Owner Occupancy of Units Restricted.

The units at the condominium are restricted exclusively to residential use, and no rental or leasing is allowed unless a Special Hardship is granted as set forth below. All units are required to be owner-occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. At the time of recording this Restated Declaration, the Association is aware of two Units currently being occupied by the niece of the Unit Owner and those Units are considered grandfathered until the Unit is sold/transferred or the niece moves out.

1. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner occupancy of units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than as permitted herein, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within 15 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties.

2. No Unit Owner shall be permitted to lease a unit pursuant to this section unless and until the unit Owner shall pay the Association all unpaid common charges theretofore assessed against that unit and until the Unit Owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

3. In the event of occupancy, rental or lease, permitted or otherwise, the tenant is liable for any violation or failure to comply with the declaration, bylaws, or association rules, which results in a charge, fine or assessment imposed by the association pursuant to the declaration, bylaws or association rules. Any such violation or failure to comply with the declaration, bylaws, or association rules shall constitute a breach of the lease. If the

association imposes a charge, fine or assessment as the result of a violation by the tenant, the Association shall provide both the tenant and the Unit Owner with notice of same, pursuant to Wis. Stat. §704.21 (2)(a) to (e), or as Wisconsin law may otherwise provide for service of notice upon a landlord or a tenant, and include:

a. The amount of charges, fines or assessments for which the tenant is liable; and

b. Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30 days after the tenant receives the notice, the Owner is liable to the association for the amount unpaid by the tenant although the tenant may be liable to the Unit Owner for any amounts the Unit Owner pays.

Thereafter, if the tenant fails to pay the charge, fine, or assessment within 30 days of receiving the notice, the Unit Owner shall be liable for amounts not paid by tenant. Said Unit Owner covenants and agrees that in the event of a violation of the Declaration, bylaws or rules of the condominium which results in a breach of the lease, the Association may stand in the shoes of the Owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the Owner shall first be given a reasonable opportunity to correct said violation. The Owner shall provide the Association with a written lease between the Owner and the tenant within five (5) business days of entering or renewing same. The lease must contain the following language:

> Tenants have been advised of the Declaration, bylaws, and rules and regulations of the condominium and have been given a copy of same. A violation of any of these documents shall be construed as a violation of this lease.

4. Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

5. Any violation of this Article concerning non-owner-occupied units shall result in a daily fine to the Unit Owner as set forth in the Rules and Regulations and said Unit Owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section.

6. Every Unit Owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the Unit Owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

Section 3. USE OF COMMON ELEMENTS:

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Board of Directors except as specifically provided herein. Unit Owners, residents, and guests are prohibited from sleeping in the Common Elements. Unit Owners, residents, and guests are prohibited from doing yoga or other exercises within the common hallways and landings. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Board. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association thereof.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association, or as specifically set forth in the Rules and Regulations. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements.

(c) Parking areas, whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles and bicycles. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such areas shall, at reasonable times for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association's Board of Directors. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any government body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by them or their invitee, to the Association or the other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become any annoyance or nuisance (including the use of amplifiers or speakers, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: Except as may be provided for herein, no Units may be subdivided.

Section 6. WINDOW TREATMENT: Windows which are covered shall be covered only by off white backed drapes, which, when closed, shall cover full window, or by blinds or other windows treatment which are white or off white on the outside.

Section 7. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements and Limited Common Elements as adopted from time to time by the Association's Board of Directors.

Section 8. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws or this Declaration, his right of enjoyment of the Common Elements and Facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit, and only to said individuals.

Section 9. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner or their contractors, agents, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as hallways free and clear of debris, dust and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon. The Unit Owner must notify both the Board and other neighboring owners when construction or remodeling work is taking place. Permits need to be pulled for construction or remodeling by contacting the Elm Grove Village Hall.

Section 10. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except their own Unit and their own respective ownership in the Common Elements.

Section 11. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for their Unit and their corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay their proportionate share thereof, the allocation in respect to Common Elements to be in accordance with their respective percentage of ownership interest in the Common Elements.

Section 12. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs and replacement to the Common Elements and facilities and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of Unit Owner, in which case such expense shall be charged as set forth below), shall be made by the Association and charged to the Unit Owners as a common expense;

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of the interior of each Unit together with utility lines, mechanical equipment and fixtures which service only one Unit, electrical fixtures and equipment which service only one Unit; and drywall, glass, screens, doors, windows, door and window hardware, and door frames and window frames appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each Unit Owner. Water heaters within units must have water alarms installed and operational at all times. In addition, with

respect to the common drain that runs through the kitchens of the units (i.e., through Units 101, 201, and 301), when the drain clogs, the Association will hire a contractor to repair it and will assess the costs associated with the repair equally among the three affected Units.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of a Unit Owner, their family, guests or invitees, the costs of such maintenance, repairs or replacements shall be added to and become a part of the assessment to which such Owner's Unit is subject. In addition, with respect to the furnace and air conditioner within a Unit, if the Common Element surrounding the exterior venting is damaged due to the act or omission of the Unit Owner, the repair cost will be assessed to that Unit Owner.

Section 13. COMMON SURPLUSES: All Common Surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for assessments. The Association may from time to time provide for other common uses of such surpluses.

## ARTICLE VI

## ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of the 48 residential (non-Office/Storage) Units shall be entitled and required to be a member of the Association but there shall be only one vote per Unit. The two (2) Office/Storage Units are owned by the Association and do not have a vote. If title to a Unit is held by more than one person, each of such persons shall be members, but there shall be only one vote per Unit. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by them. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of the Unit. No person or entity other than an Owner of a Unit may be a member of the Association. A membership in the Association may not be transferred except in connection with the transfer of title to a Unit, provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a Mortgage on a Unit.

Section 2. VOTING: All residential (non-Office) Owners shall be entitled to one (1) vote for each Unit owned.

Section 3. AMPLIFICATION: The provisions of this Article may be amplified by the Articles of Incorporation and the By-Laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights of obligations of the Owners set forth herein.

## ARTICLE VII

## RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

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

Section 3. PERSONAL PROPERTY FOR COMMON USES: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the owners in the same proportion as their respective interest in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure of a mortgage or other security interest shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

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

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

Section 6. PERSONAL LIABILITY: No Director or Officer of the Association shall be personally liable to any Unit Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Each Owner of any residential (non-Office) Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements, and for such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall annually prepare a budget and fix the annual assessment.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures related thereto; (b) offsetting shortages resulting from non-collection of the annual assessment or underestimation; (c) unusual or unpredicted measures such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; and/or (d) any other purpose in the discretion of the Board of Directors provided that any such assessment shall have the assent to two thirds (2/3) of the votes of Members affected who are voting in person, electronically, or by proxy at a meeting duly called for this purpose, or by written ballot in accordance with the Bylaws.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements, Limited Common Elements, or other Units caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, By-Laws or the Rules or Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;

(e) Interest due on Annual and Special Assessments; and

(f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit.

Section 6. NOTICE OF MEETINGS: Written notice of any meeting called or written ballot issued for the purpose of taking any action authorized under Section 4 shall be sent to all Members and any Mortgagee who shall request such notice in writing not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At such meeting or with such written ballot, the physical or virtual presence of Members, or of proxies or ballots entitled to cast twenty five percent (25%) of all the votes affected shall constitute a quorum.

Section 7. RATE OF ASSESSMENT: Both annual and special assessments, to the extent the special assessment affects all Unit Owners, shall be divided equally among the 48 residential Unit Owners; provided, however, that the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the month. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for those as described in the Act.

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

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by an officer of the Association and may be filed in the office of the Clerk of the Circuit Court for Waukesha County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all actual attorneys' fees incurred by the Association. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber,

use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by an officer of the Association, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

The Association shall, upon written request, report to any encumbrancer of a Unit any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the Condominium Documents which is not cured with thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS. REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment not paid within ten (10) days after the due date shall bear late fees and interest as set forth in the Rules and Regulations. All payments on account shall be first applied to the attorney's fees and costs, late fees, and interest, if any, and then to the assessment first due. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 1(a), (b), (c) and (d) above. Sales or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage or land contract foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer to the extent set forth in the Act, and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability assessments thereafter to become due or from the lien thereof.

## ARTICLE IX

## PARTY WALLS

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

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

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment, and each encroaching or overhanging Unit or other structure, drain or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

## ARTICLE X

## INSURANCE

Section 1. PROPERTY DAMAGE INSURANCE. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

Section 2. INSURANCE DEDUCTIBLE. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustees on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units, and the rights of the Mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy and the receipt of release from the Association of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust pursuant to which such proceeds may be held pursuant thereto or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specification as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. 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 Unit shall be substantially the same as prior to damage or destruction.

Section 5. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, provided, however, that, in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 6. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association, the Board and Members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than $2,000,000/occurrence for bodily injury or death and property damage, including a waiver of subrogation rights against any Member, Officer or Director of the Association;

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

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

(d) Directors and Officers Insurance covering the officers, directors, property managers and volunteers; and

(e) Any other insurance coverage or additional protection which the Board may deem necessary or advisable.

Section 7. UNIT OWNER INSURANCE: The Unit Owners shall be responsible for and shall obtain insurance coverage for:

(a) The personal property within the Unit;

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

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

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

Unit Owners must provide proof of such insurance promptly upon the request of the Board of Directors.

## ARTICLE XI

## NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association shall be sufficient if given to one registered owner of a Unit, regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon the Association shall be personally served on the agent specified for receipt of process herein or mailed by certified mail, return receipt requested, to the agent specified for receipt of process herein at the address of that agent as provided herein. All Owners shall provide the Property Manager with the address for the mailing or personal or electronic service of any notice or other documents, and the Secretary shall be deemed to have discharged this duty with respect to giving of such notice by mailing it or having it delivered personally or electronically to such address as is on file with him. If the Unit Owners fail to provide such address, the Property Manager shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

## ARTICLE XII

## EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of the Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association, and the cost for such repairs shall accrue to such individual Unit Owner.

## ARTICLE XIII

## GENERAL PROVISIONS

Section 1. CLAIMS AND REMEDIES:

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

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

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

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances 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, and each provision or any part thereof, of this Declaration shall be valid and enforceable.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed a waiver of such breach, and no wavier by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. TERMINATION: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens and other encumbrances. The Instruments necessary for such termination shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

Section 5. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended with the written consent of two-thirds (2/3rds) of the Unit Owners.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any Mortgage or which would alter, amend or modify, in any manner

whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any Mortgagee without consent of all such Mortgagees.

Any amendment must be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

Section 6. REGISTERED AGENT FOR SERVICE OF PROCESS: The registered agent for service of process and the address of the registered agent shall be the registered agent and the address of the registered agent of the Douglas Plaza Residential Condominium Association, Inc. as provided for in the Articles of Incorporation and amendments thereto.

Section 7. 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 use of any gender shall include all genders.

Section 8. 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.

This Fifth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Association has executed this Fifth Amended and Restated Declaration of Condominium for Douglas Plaza Residential Condominium this 11th day of July, 2025

DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Elizabeth Jensen
ELIZABETH JENSEN, President

STATE OF WISCONSIN )
) ss.
COUNTY OF Waukesha )

This document was acknowledged before me by Elizabeth Jensen, as President of Douglas Plaza Residential Condominium Association, Inc. on this 11th day of July, 2025.

Kristine K Koehler
Notary Public, State of Wisconsin
Name: Kristine K. Koehler

My Commission Expires: May 21, 207

KRISTINE K KOEHLER
Notary Public
State of Wisconsin

EXHIBIT A

Legal Description

Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307, 308 and an Office Unit in Building 12980, Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307, 308 and an Office Unit in Building 12990 in the Douglas Plaza Residential Condominium created by a "Declaration of Condominium" recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 24, 1988 as Document No. 1507136, and, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, being in the Village of Elm Grove, Waukesha County, Wisconsin.

EXHIBIT B

Tax Key Numbers

| Tax Key | Street Address |
|---|---|
| 1108983001 | 12980 Bluemound Road, Unit 101 |
| 1108983002 | 12980 Bluemound Road, Unit 102 |
| 1108983003 | 12980 Bluemound Road, Unit 103 |
| 1108983004 | 12980 Bluemound Road, Unit 104 |
| 1108983005 | 12980 Bluemound Road, Unit 105 |
| 1108983006 | 12980 Bluemound Road, Unit 106 |
| 1108983007 | 12980 Bluemound Road, Unit 107 |
| 1108983008 | 12980 Bluemound Road, Unit 108 |
| 1108983009 | 12980 Bluemound Road, Unit 201 |
| 1108983010 | 12980 Bluemound Road, Unit 202 |
| 1108983011 | 12980 Bluemound Road, Unit 203 |
| 1108983012 | 12980 Bluemound Road, Unit 204 |
| 1108983013 | 12980 Bluemound Road, Unit 205 |
| 1108983014 | 12980 Bluemound Road, Unit 206 |
| 1108983015 | 12980 Bluemound Road, Unit 207 |
| 1108983016 | 12980 Bluemound Road, Unit 208 |
| 1108983017 | 12980 Bluemound Road, Unit 301 |
| 1108983018 | 12980 Bluemound Road, Unit 302 |
| 1108983019 | 12980 Bluemound Road, Unit 303 |
| 1108983020 | 12980 Bluemound Road, Unit 304 |
| 1108983021 | 12980 Bluemound Road, Unit 305 |
| 1108983022 | 12980 Bluemound Road, Unit 306 |
| 1108983023 | 12980 Bluemound Road, Unit 307 |
| 1108983024 | 12980 Bluemound Road, Unit 308 |
| 1108983025 | 12990 Bluemound Road, Unit 101 |
| 1108983026 | 12990 Bluemound Road, Unit 102 |
| 1108983027 | 12990 Bluemound Road, Unit 103 |
| 1108983028 | 12990 Bluemound Road, Unit 104 |
| 1108983029 | 12990 Bluemound Road, Unit 105 |
| 1108983030 | 12990 Bluemound Road, Unit 106 |
| 1108983031 | 12990 Bluemound Road, Unit 107 |
| 1108983032 | 12990 Bluemound Road, Unit 108 |
| 1108983033 | 12990 Bluemound Road, Unit 201 |
| 1108983034 | 12990 Bluemound Road, Unit 202 |
| 1108983035 | 12990 Bluemound Road, Unit 203 |
| 1108983036 | 12990 Bluemound Road, Unit 204 |
| 1108983037 | 12990 Bluemound Road, Unit 205 |
| 1108983038 | 12990 Bluemound Road, Unit 206 |
| 1108983039 | 12990 Bluemound Road, Unit 207 |
| 1108983040 | 12990 Bluemound Road, Unit 208 |
| 1108983041 | 12990 Bluemound Road, Unit 301 |
| 1108983042 | 12990 Bluemound Road, Unit 302 |

| Tax Key | Street Address |
|---|---|
| 1108983043 | 12990 Bluemound Road, Unit 303 |
| 1108983044 | 12990 Bluemound Road, Unit 304 |
| 1108983045 | 12990 Bluemound Road, Unit 305 |
| 1108983046 | 12990 Bluemound Road, Unit 306 |
| 1108983047 | 12990 Bluemound Road, Unit 307 |
| 1108983048 | 12990 Bluemound Road, Unit 308 |

*There is also one Office Unit per building, owned by the Association, with no Tax Parcel I.D. Number assigned.