THIS DOCUMENT SHALL BE RECORDED IN THE
FOLLOWING COUNTY: WASHINGTON COUNTY

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

ARTICLES OF INCORPORATION
OF
HARTFORD SQUARE II CONDOMINIUM OWNERS' ASSOCIATION, INC.

2005 JUN 10 AM 9:25

The undersigned natural person more than eighteen (18) years of age, for the purpose of organizing a corporation under the provisions and subject to the requirements of Chapter 181, Wisconsin Statutes, known as the "Wisconsin Non-Stock Corporation Law", does sign and acknowledge Articles of Incorporation, as follows:

STATE OF WISCONSIN
FILED
JUN 17 2005
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE 1. NAME. The name of the corporation is Hartford Square II Condominium Owners' Association, Inc.

ARTICLE 2. EXISTENCE. The period of existence shall be perpetual.

ARTICLE 3. PURPOSES. The corporation is organized to run, operate, administer, control and manage the affairs of the condominium unit owners including but not limited to adopting budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners; employ and dismiss employees and agents; sue on behalf of the unit owners; enter into contracts and incur liabilities; cause improvements to be made as a part of the common elements; grant easements through or over the common elements; grant or withhold approval of any action by a unit owner to change the exterior appearance of any condominium building; obtain and pay for the services of any person or entity to manage its affairs; obtain and pay for legal, accounting and such other services necessary or desirable in connection with the operation and administration of the condominium; acquire and hold for the use and benefit of all the unit owners tangible and intangible personal property and real property and dispose of the same; establish reasonable rules and regulations governing the use of the units and the common elements; contact for garbage and trash collection, snow and ice removal lawn and landscaping care, common area maintenance and other common services; and, exercise all other powers set forth in Declaration of Condominium, Condominium Ownership Act of the State of Wisconsin, and By-Laws for the purposes managing, operating and running the Condominium.

ARTICLE 4. MEMBERS. The corporation shall have members.

ARTICLE 5. MEMBERSHIP CLASSIFICATION. The corporation shall have one class of members. Each owner of a unit in Hartford Square II, A Condominium, including the Declarant, shall be a member of the corporation. Only owners of units in Hartford Square II, A Condominium shall be members of the corporation.

ARTICLE 6. DIRECTORS. The directors of the corporation shall be elected by majority vote of the members of the corporation at the annual meeting unless a different method of election is set forth in the Bylaws.

ARTICLE 7. REGISTERED AGENT. The name of the initial registered agent of the corporation is Greg A. James.

ARTICLE 8. ADDRESS. The initial registered address of the corporation is 318 North Lake Road - No. 101, Oconomowoc, WI 53066.

ARTICLE 9. LOCATION OF PRINCIPAL OFFICE. The mailing address and county of the principal office of the corporation is 318 North Lake Road - No. 101, Oconomowoc, Waukesha County, WI 53066.

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ARTICLE 10. NUMBER OF DIRECTORS. The initial number of directors shall be three. The manner of election of the directors will be fixed by the by-laws of the corporation. The number of directors may be amended by an amendment to these Articles or as further provided for in the by-laws provided the number of directors shall not be less than the minimum required number of directors as set forth in Chapter 181, Wisconsin Statutes.

ARTICLE 11. NAMES AND ADDRESSES OF INITIAL DIRECTORS. The names and addresses of the initial board of directors of the corporation are:

Greg A. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Bradley H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Brian H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066

ARTICLE 12. RECORDS. The corporation shall keep records that show and reflect each member's rights and interests in any funds which the corporation retains.

ARTICLE 13. LIQUIDATION. Upon the liquidation and/or dissolution of the corporation, the remaining property and assets shall be distributed to all who are members of the corporation at the time of the liquidation and/or dissolution, based upon their membership interest.

ARTICLE 14. AMENDMENT. These Articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 15. INCORPORATOR. The name and address of the incorporator is Greg A. James and his address is 318 North Lake Road - No. 101, Oconomowoc, WI 53066.

EXECUTED in duplicate this 8th day of June 2005.

Greg A. James

STATE OF WISCONSIN)
ss.
WASHINGTON COUNTY)

Personally came before me this 8 day of June 2005, the above named Greg A. James to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stacy Benz (print or type name)
Notary Public, Waukesha Co., WI
My commission expires 3-9-08

Drafted by Atty. Jack A. Enea
State Bar No. 1008881
Schloemer, Alderson, Spella & Muehlbauer, S.C.
101 South 6th Avenue
West Bend, WI 53095

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CONDOMINIUM EXECUTIVE SUMMARY

1. **Condominium Identification:**
This condominium is known as Hartford Square II, A Condominium

2. **Expansion Plans:**
Optional: This condominium is expandable up to 170 units. See Article 14 of the Declaration for complete details.

3. **Governance:**
This condominium is managed by the Hartford Square II Condominium Owners' Association, Inc. which is an incorporated association located at 318 North Lake Road, Oconomowoc, WI 53066. For general information regarding this condominium, please contact: Greg James at 262-569-1516.

4. **Amenities:**
See Section 4.1 regarding the Clubhouse.

5. **Maintenance and Repair of Units:**
See Sections 6.2 and 6.3 of the Declaration regarding owner's responsibility for maintenance and repair matters.

6. **Maintenance, Repair and Replacement of Common Elements:**
See Section 6.1 of the Declaration regarding the Association's responsibility for maintenance and repair of common elements.

7. **Rental of Units:**
See Section 8.1 of the Declaration regarding rental provisions.

8. **Unit Alterations:**
See Section 6.4 of the Declaration regarding alteration of a unit.

9. **Parking:**
Parking is included at no extra charge. See Sections 8.7 and 8.8 of the Declaration regarding parking regulations. Additional restrictions may be found in the Rules and Regulations.

10. **Pets:**
See Section 8.6 of the Declaration regarding pets and animals. Additional restrictions may be found in the Rules and Regulations.

11. **Reserves:**
See Section 7.8 of the Declaration regarding reserve funds for the condominium. Reserve funds are also addressed in the annual budget for the condominium.

12. **Fees on New Units:**
None.

13. **Amendments:**
See Section 16.7 of the Declaration regarding amendments procedures.

14. **Other Restrictions or Features:**
See the Rules and Regulations for additional regulations.

DECLARATION

HARTFORD SQUARE II, A CONDOMINIUM
HARTFORD, WI 53027

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Condo Development, Inc., 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066 hereinafter referred to as "Declarant".

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 - Intent. The Declarant, by the execution and recording of this Declaration, intends that 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 Declaration, the Articles of Incorporation and the By-Laws of the Hartford Square II Condominium Owners' Association, Inc. (the Association").

Section 1.2 - Name and Address. The name by which this condominium shall be known is "Hartford Square II, A Condominium" and its street addresses are as shown on Exhibit B attached hereto.

Section 1.3 - Description of Land. The land which is the subject of this Declaration is described on Exhibit A attached hereto.

Section 1.4 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a plat of survey entitled "Hartford Square II, A Condominium" consisting of eleven (11) sheets, certified on November 4, 2005, by Keith A. Kindred, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.5 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the purpose of recording the actual location of any unit or building or other common element improvement which may deviate from the planned location as shown on the plat and for the purpose of reflecting the "as built" size and configuration of the units and buildings, and this may reduce the amount of common area. The Declarant further reserves the right to file amended condominium plat(s) reflecting changes in the types or configuration of buildings as long as all buildings contain no more than four units each.

Section 1.6 - Development Agreement. The development and use of the condominium property is subject to the terms and conditions of that certain Development Agreement entered into by and between the Declarant and the City of Hartford on November 21, 2005 recorded as Document No. 1109764.

ARTICLE 2
CONDOMINIUM BUILDING

Section 2.1 - Location of Buildings. The buildings are or will be located on the premises as depicted on the condominium plat.

Section 2.2 - Unit Identification System. Units shall each be assigned a unit number, a post office street address. The initial condominium units are identified on Exhibit B attached hereto.

Section 2.3 - Description of Buildings. There are a total of 12 residential buildings in Phase I and 19 residential buildings plus clubhouse in Phase II of the condominium. An additional 32 buildings in two additional phases are planned. The buildings are, or shall be, single-story structures of wood frame construction with composite roof material. Some, but not all, building have basements. Each building will be substantially the same in style and configuration, but the number of units may vary. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE 3
CONDOMINIUM UNITS

Section 3.1 - Number of Units. The condominium when completed will have a total of 82 units. Additional units may be added by the Declarant in accordance with Article XIV of this Declaration.

Section 3.2 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

A as to finished areas, by and including the interior surface materials (i.e., drywall, paneling tiling and floor covering) of the perimeter and internal structural walls, floors and ceilings; and

B as to any unfinished areas (such as a basement or an attic), by the following:

(1) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling joists or the undersurface of the chords of the roof trusses, as the case may be;

(2) lower boundaries shall be the upper surface of the unfinished floor; and

(3) vertical boundaries shall be the interior surfaces of the unfinished perimeter and structural walls.

Each unit includes its attached garage, covered porches and the unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.5 of this Declaration.

Section 3.3 - Description of Units. The size and configuration of each unit varies with the floor plan of the unit selected by the initial purchaser. Units vary from 1100 to 2200 square feet in size. These square footages are based upon exterior first floor dimensions and include the covered porches. Generally, each unit includes a living room, dining area or room, a kitchen, two bedrooms, two bathrooms, a covered porch and a garage. Some units include a basement and den/third bedroom.

Section 3.4 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor covering, plumbing fixtures and pipes, heating and air-conditioning systems, water heater, exhaust

fans, porch screen/glass enclosure and door and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.5 - Unit Identification System. Each unit has a unit identification number and a street address. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

Section 3.6 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.4 of this Declaration.

Section 3.7 - Boundary Wall Basements. 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 4
COMMON ELEMENTS AND FACILITIES

Section 4.1 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

A The land described in Section 1.3 of this Declaration.

B The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, structural support systems, and exterior finish materials, including, but not limited to, exterior siding and trim, gutters and downspouts, roof shingles, air vents, windows, doors{ Siding, trim, drywall, windows, screens, doors, and any other items located on porches shall be considered part of the condominium unit. Exterior air conditioning compressors and all related equipment and connections are part of the condominium unit. Painting and staining of interior and exterior and cleaning of interior and exterior of windows, and doors are the responsibility of the unit owners.]

C The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company.

D The lawn and landscape areas and improvements.

E The common areas, if any, identified as such on the condominium plat together with all improvements, furnishings and fixtures provided therewith.

F All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

G The clubhouse facility and affiliated parking.

H The private walking paths.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.2 - Percentage Interest. Each unit owner shall have an undivided 1/82 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article 14 of this Declaration.

Section 4.3 - 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 4.4 - 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 5
LIMITED COMMON ELEMENTS

Section 5.1 - Limited Common Elements. Certain of the common elements which are contiguous to a unit, or which are reserved for the exclusive use and benefit of the occupants of that unit, are classified as limited common elements and shall include, without limitation, the following:

A Those common elements, if any, identified as limited common elements on the condominium plat.

B The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes within or serving a unit.

C The front entry stoop, sidewalk and garage driveway, and outside porches, air conditioner slab, outside planting areas designated for each owner(s) use, and any other owner plantings which must be approved in writing by the Association.

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

Section 5.2 - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units to which they appertain 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.

ARTICLE 6
REPAIRS AND MAINTENANCE

Section 6.1 - Common Elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be

kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.4 of this Declaration.

Section 6.2 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in a clean, attractive and sanitary condition. If, after notice from the Association, a unit owner fails to timely comply with this provision, the Association may take corrective measures and the cost thereof may be charged in accordance with Section 7.4 of this Declaration. The Association shall maintain, repair and replace if needed the front entry stoop, sidewalk, garage driveway, outside porch slab and air conditioner slab. The Association will shovel the entry stoop and sidewalk and will plow the garage driveway and parking areas. Any maintenance, repair and replacement of front entry stoop, sidewalk, garage driveway, outside porch slab or air conditioner slab shall be subject to a charge-back in accordance with Section 7.4 of this Declaration.

Section 6.3 - 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 and replacement of unit fixtures.

Section 6.4 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without permission of the board of directors or the Association. No unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit. .

Section 6.5 - 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 or limited 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 7
ASSESSMENTS FOR COMMON EXPENSES

Section 7.1 - 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, insurance 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 Declaration and the By-Laws.

Section 7.2 - Common Expenses. Common expenses are defined as follows:

A all sums lawfully assessed against the unit owners by the Association;

B expenses declared common expenses by the Act, by this Declaration or the By-Laws;

C 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. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.3 - 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 4.2 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant, may be accounted for separately and be charged to the unit owner responsible therefor as a special charge. In the event of expansion of the condominium as provided for under Article 14 of this Declaration, the proportionate share shall be modified as provide for in Section 14.2 thereof.

Section 7.4 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for corrective measures taken in accordance with Section 6.2 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of rules shall also be special charges.

Section 7.5 - Annual Budget. The Association shall, as provided in the By-Laws, determine 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. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined. The Association annually shall adopt and distribute to all unit owners an annual budget setting forth the following:

A Anticipated common expenses and any amounts to be allocated to a statutory reserve account under the Act and to any other funds for future expenditure.

B The amount and purpose of any other anticipated Association expenditure.

C The amount in any statutory reserve account under the Act or any other funds held for future expenditures.

D Any common surpluses.

E The amount and source of any income, other than unit owner assessments.

F The aggregate amount of any assessment to be levied against unit owners and the purpose of the assessment.

Section 7.6 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.2 of this Declaration, or in proportion to such new percentage as established by Section 14.2 of this Declaration in the event of an expansion of the condominium

Section 7.7 - 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, or to finance any underestimated, unusual or un-predicted cost. Such special assessment 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 which the same was levied.

Section 7.8 - Statutory Reserve Account. The Declarant hereby elects not to establish a statutory reserve account. The future repair and replacement of common elements will be funded with assessments or with funds held for operational contingencies

Section 7.9 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.2 of this Declaration, said percentage interest may change as provided in Section 14.2 of this Declaration upon expansion of the condominium.

Section 7.10 - Covenant to Pay. 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 and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges 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 or charges are made.

Section 7.11 - Liability for Assessments upon Conveyance.

A A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit, including any assessments coming due during the pendency of any claim by the unit owner against the Association or during any period in which the unit is not occupied by the unit owner or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. 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 assessments are made.

B Any grantee of a unit is entitled to a statement from the Association or the executive board setting forth the amount of unpaid assessments against the grantor. The grantee is not liable for, nor shall the unit conveyed be subject to a lien that 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 or a board of directors does not provide such statement within 10 business days after grantee's

request, they are barred from claiming under any lien that is not filed under Section 7.12 hereof prior to the request for the statement against the grantee

Section 7.12 - Lien for Assessments. All assessments, regular or special, and special assessments for common expenses and charges, fines or assessments against specific units or unit owners for damages to the condominium or for penalties for violations of the declaration, bylaws or Association rules, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the allocated interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within 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 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. When applicable, the Association make take foreclosure action. 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 7.13 - Priority of Lien. A lien under this section is prior to all liens except:

A liens of general and special taxes;

B liens of a first mortgage recorded prior to the making of the assessment;

C construction liens filed prior to the making of the assessment; and

D 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 7.14 - 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.

Section 7.15 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.16 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant, as a unit owner, shall not be liable for any annual or special assessment under this Article as to any unit which is not occupied, leased or sold by the Declarant except for the payment of a standby charge sufficient to cover the costs of Association insurance attributable to such unit plus $10.00 per month, until such unit has been sold or leased. Such standby charge shall accrue as to each such unit from the date of the issuance of the occupancy permit for the unit.

ARTICLE 8
COVENANTS ON USE AND OCCUPANCY

Section 8.1 - Use of Premises. This condominium is designed and intended to meet the special housing needs of older persons in accordance with the Wisconsin Fair Housing Act as amended, Section 101.22, et seq. of the Wisconsin Statutes. At least 80% of all units within the condominium shall be occupied and used exclusively for single-family residential purposes by at least one person 55 years of age or older per dwelling unit. During the period in which initial sales of units by the Declarant are in progress and for a period of one year after all units are sold, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.2 - Construction Activities. During the initial period of construction of the building and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said building and all common elements of the condominium as may be required in connection with such construction.

Section 8.3 - 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 reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the initial sale of unsold units. The Association may grant written permission to place a "For Sale" sign in a window or on a front lawn of a unit. If there are too many requests during the same time period, the Association may arrange alternating sign usage so each owner gets to display a sign for one or two weeks each month, in order to help maintain property values.

Section 8.4 - 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 access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be kept in an attractive condition consistent with an attractive residential 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 8.5 - Occupancy Restrictions. No more than four (4) persons may reside in or occupy any unit within the condominium.

Section 8.6 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.7 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than one motor vehicle for each vehicle space in their unit's garage (excluding motorcycles) on the condominium, and vehicles shall be parked only in garage. Therefore only one vehicle permitted if one-vehicle garage and two vehicles permitted if two-vehicle garage. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.8 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. All motor vehicles must be licensed and operable.

Section 8.8 - Commercial and Recreation Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, Snowmobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by the Association rules and regulations.

Section 8.9 - 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 8.10 - Insurance and Safety Hazards. 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 or create a safety hazard.

Section 8.11 - Roof and Attic Structures. No owner or occupant shall place upon the roof or in the attic of a building any antenna, tower, solar collector or other similar device except as permitted in the rules and regulations governing the condominium.

Section 8.12 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one month. The owner of a leased unit shall notify the Association of the tenant's name and telephone number and within five days of the owner entering into or renewing a lease agreement, the unit owner shall provide a copy of the agreement to the association. Additionally, before the tenant takes occupancy, the unit owners shall provide a copy of the Declaration, By-Laws and Rules to the tenant. The owner shall provide the Association a receipt signed by the tenant acknowledging receipt of the Declaration, By-Laws and Rules.

Section 8.13 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE 9
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.1 - Compliance Required. Every unit owner, tenant and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-

Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, the By-Laws or in the deed to the unit.

Section 9.2 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the buildings or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.3 - 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 10
INSURANCE

Section 10.1 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property [as defined in §703.02(14) of the Act] against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. In making its determination of coverage, the Board of Directors need not be restricted by the classifications established in Articles III and IV of this Declaration with regard to Association policy coverage. The insurance provided by the Association 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 or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.2 - 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 4.2 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.5 of this Declaration which is payable on a monthly basis.

Section 10.3 - Coverage. The Association shall provide the following types of insurance coverage:

A **Property Insurance**. 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 4.2 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. 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 canceled, 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.

B **Liability Insurance.** Public liability and officers and directors liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

C **Workers Compensation**. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

D **Other Insurance.** The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.4 - 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 mortgagee 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 10.5 - Insurance by Unit Owners.

A Unit Owners shall be responsible for providing policies of insurance covering their respective units and the following items:

(1) The personal contents of the resident which are not attached to the unit and/or are stored elsewhere in the condominium. This includes, but is not limited to, wall hangings, furnishings, clothing, collectibles, vehicles and unattached flooring, appliances and other personal items.

(2) The public liability coverage to the extent not insured by the liability insurance carried by the Association for all of unit owners pursuant to Section 10.3 hereof.

(3) Additions and improvements to owner unit that have increased value beyond the amount of the Association policy coverage on each individual unit structure, which is an optional "Loss Assessment" endorsement.

(4) The deductible portion of the Association Insurance Policy that applies to "unit fixtures" as described in Section 3.4, will be paid by the owner(s) of the unit(s) having damage. Therefore, condominium owners should consider having their unit policy include payment of the Association Insurance deductible on "unit fixtures". It may be standard coverage or covered under "Loss Assessment" endorsement which is extra coverage. If the loss is less than the deductible, no claim will be filed on the Association Policy and as a result, owner(s) of unit(s) having damage will either pay the contractor(s) or the Association for repairs made.

B The Association shall be responsible for all other insurance covering the condominium property including "unit fixtures" as described in Section 3.4 hereof.

Section 10.6 - 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 11
RECONSTRUCTION

Section 11.1 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.2 - Variances. 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.

Section 11.3 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. 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 12
ASSOCIATION OF UNIT OWNERS

Section 12.1 - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners that even if unincorporated, is constituted a legal entity for all purposes. Except for matters reserved to the Association members or units owners under the Act, the declaration or the by-laws, all policy and operational decisions of the Association, including interpretation of the condominium instruments, by-laws, rules and other documents relating to the condominium or the Association, shall be made by its board of directors. This subsection does not affect deference to, or the standard review of, an action of the board of directors by a court. The Association shall be known as the Hartford Square II Condominium Owners' Association, Inc. (herein the "Association").

Section 12.2 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. At meetings of the Association every unit owner is entitled to cast the number of votes appurtenant to his or her unit as established in the declaration under the Act. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. If only one of multiple owners of a unit is present at a meeting of the Association, the owner is entitled to cast the votes allocated to that unit, but in no event shall more than one vote be case with respect to any unit.

Section 12.3 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

A adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

B employ and dismiss employees and agents;

C sue on behalf of the unit owners;

D make contracts and incur liabilities, including borrowing funds in the name of the Association in the manner specified in the bylaws under the Act;;

E cause additional improvements to be made as a part of the common elements;

F grant easements through or over the common elements;

G grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;

H enforce the obligation of unit owners to maintain and repair limited common elements;

I 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;

J obtain and pay for legal and accounting services necessary or desirable in connection with operation of the common elements or the administration of this Declaration;

K acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;

L establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;

M contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;

N manage and care for any special facilities deemed appropriate by the Association aimed to meet the special needs of older persons;

O contract for services designed to meet the needs of older persons, including, but not limited to transportation services, health maintenance services, entertainment services, catering, etc.; and

P exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Q purchase goods and services jointly with other condominium associations or other persons.

Section 12.4 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

A 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.

B 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.

C 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.

Section 12.5 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration, the Articles of Incorporation or the By-Laws to the Association or to its officers for a period ending ten (10) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of 75% of the common element interests to purchasers, whichever shall first occur, such percentage being subject to redetermination in the event the condominium is expanded pursuant to Article 14 of this Declaration. During the period of Declarant control, the Declarant may lease units to non-owner occupants. These leased units may be to persons above or below the age of 55 and the 20% threshold will not apply during the period of Declarant control. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws. During the period of Declarant control of the Association under the Act, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget under the Act. The Declarant is liable for the balance of the actual common expenses. During the period of Declarant control under the Act, the Declarant is responsible for creating and maintaining the financial and operational records of the Association and shall turn the records over to the directors elected under the Act. During the period of Declarant control under the Act and for one year thereafter, upon written request to the Association by the lesser of three unit owners or the owners of 10% of the units, not including units owned by the Declaration, the Association shall arrange for an independent audit of its financial records at the Association's expense. The cost of any audit requested within 36 months after the completion of a previous audit shall be paid for by the requesting unit owners.

Section 12.6 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.2 of this Declaration, such percentage being subject to redetermination in the event the condominium is expanded pursuant to Article 14 of this Declaration. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE 13
EASEMENTS AND ENCROACHMENTS

Section 13.1 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, 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 Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 13.2 - Easements to Run With the Land. All interests and rights described and set forth in this Declaration are easements 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 Declarant, his 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 13.3 - Encroachments. In the event that, by reason of the construction, settling or shifting of any 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 14
EXPANSION OF CONDOMINIUM

Section 14.1 - Right to Expand. Declarant expressly reserves for the Declarant and Declarant's successors and assigns the right to expand the condominium at any time within the period commencing on the date of the recording of this Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration. Such expansion may take place in one or more phases to create not more than a total of 170 units under this Declaration.

Section 14.2 - Change in Fractional Interest of Unit Owners. In the event of expansion, the fractional or percentage interest in the common elements of the condominium appurtenant to each unit (whether initial or new) following the expansion shall be that fraction using the number "1" as the numerator and the total number of declared units as the denominator. Changes in percentage interests shall become effective upon recording the expansion amendment, and shall supersede for all purposes the percentage interest stated in Section 4.2 of this Declaration.

Section 14.3 - Procedures for Expansion. The right to expand the condominium may be exercised by recording amendments to this Declaration and an addendum to the condominium plat. Such amendments shall not require the approval of unit owners and their mortgagees as otherwise required for amendments under Section 16.7 of this Declaration. The amendment to the Declaration shall set forth the new percentage interests of the unit owners, the number of votes appurtenant to each unit following the expansion of the condominium and such other provisions as may be appropriate to

the expansion. The addendum to the condominium plat shall, with respect to the expansion property, buildings and units, include the detail and information required for an original condominium plat.

Section 14.4 - Restrictions and Conditions Applicable to Additional Units. The additional buildings and units authorized by this Article shall be constructed on the property described in Section 1.3 of this Declaration and in a manner which is comparable in style and nature to the buildings and units in the initial stage. The units constructed after the initial stage, and their owners and occupants, shall be subject to: (i) the restrictions, covenants and conditions of this Declaration, the Articles of Incorporation, (ii) the By-Laws and (iii) the rules and regulations from time to time adopted by the Association in accordance with the By-Laws.

Section 14.5 - Effect Upon Unit Owners and Mortgagees. Upon the recording of expansion amendments to the Declaration and the plat, each unit owner, by operation of law, has the percentage interest in the common elements, the liabilities for common expenses, the rights to common surpluses and shall have the number of votes set forth in the amendment to the Declaration. Following any expansion, the interest of any mortgagee shall, by operation of law, attach to the new percentage interest in the common elements appurtenant to the unit on which the mortgagee has a lien.

Section 14.6 - Consent of Unit Owners and Power of Attorney. Each owner of a unit and each assignee or successor with respect to such unit shall, by acceptance of a deed to any unit, be deemed to agree, approve and consent to any such expansion or series of expansions, or to any part thereof, and to such adjustment in the percentage of interest in the common elements, the liabilities for common expenses and the rights to common surplus which appertain to each unit and its owner; and shall be deemed to grant to Declarant, and the Declarant's successors and assigns, an irrevocable power of attorney, coupled with an interest to act for and in the stead of such unit owner with respect to such expansion(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 14.7 - Expansion Not Required. Nothing contained herein shall be construed so as to create any obligation on behalf of Declarant or Declarant's successors and assigns to undertake the construction of additional buildings and units or to proceed with respect to any expansion; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such expansion.

ARTICLE 15
SPECIAL ADMINISTRATIVE PROVISIONS

Section 15.1 - Transfer Fee to Association. Every grantee of a unit, other than a grantee of the Declarant, shall, within 10 days of the purchase of a unit, pay to the Association a transfer administration fee (in the amount determined from time to time by the Association Board of Directors) to defray the record keeping costs incurred by the Association in connection with such transfer. Initially the fee shall be $50 per transfer.

Section 15.2 - Declarant's Right of First Refusal. During the period of Declarant control, as set forth in Section 12.5 of this Declaration, the Declarant shall have a right of first refusal with respect to the purchase of any unit being sold by the owner thereof to any person other than a spouse, parent or child of the owner. Such right of first refusal shall, if not exercised by Declarant, automatically expire at 5:00 P.M. on the tenth calendar day following receipt by the Declarant of a copy of the unit owners executed contract for sale. Declarant's exercise of the right of first refusal requires Declarant to purchase the unit for the same price and upon the same terms and conditions set forth in the selling unit owners contract for sale.

ARTICLE 16
MISCELLANEOUS PROVISIONS

Section 16.1 - Notice to Mortgage Lendors. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in 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 interest.

Section 16.2 - 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 16.3 - 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 to 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 interest or estate in said land or any unit thereon, benefit of such unit owner in like manner as though Declaration were recited and stipulated at length in conveyance or instrument of title.

Section 16.4 - Non-Waiver of Provisions. No covenant, restriction, condition, obligation or provision contained in this 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 16.5 - Waiver of Damages. Neither the 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 the Declarant pursuant to this Declaration, or in the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) 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 (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused.

Section 16.6 - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and taxes in the same manner as any other parcel of real estate.

Section 16.7 - Amendment of Declaration. This Declaration may be amended with the written consent of at least ⅔ of the aggregate of the votes established in Section 4.2 of the Declaration, except with respect to power and rights to amend reserved to the Declarant under Section 14 of this Declaration, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 16.8 - Gender and Number. The use of the masculine gender in this 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 16.9 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this 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 Declaration.

Section 16.10 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process under the Act shall be Greg James, 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 19th of December, 2005.

CONDO DEVELOPMENT, INC.

Greg A. James, President

Karen E. James, Secretary

STATE OF WISCONSIN)
SS.
COUNTY OF Waukesha)

Personally came before me this 19th day of December, 2005, the above named Greg A. James and Karen E. James, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

ROBERT W. KAISER NOTARY PUBLIC STATE OF WISCONSIN

Robert W Kaiser (print or type name)
Notary Public, Waukesha Co., Wis.
My Commission Expires 4-2-06

This instrument was drafted by:

Atty. Jack A. Enea of
SCHLOEMER, ALDERSON, SPELLA & MUEHLBAUER, S.C.
Corner of Sixth & Hickory, West Bend, WI 53095

CONSENT OF MORTGAGE HOLDER

First Bank Financial Centre, Oconomowoc, Wisconsin, holder of the following mortgage from Condo Development, Inc. and recorded in the office of the Washington County Register of Deeds on October 4, 2004 as Document No. 1064859 hereby consents to the execution and recording of the Declaration creating Hartford Square II Condominium and hereby submits its mortgage described above to the foregoing Declaration.

IN WITNESS WHEREOF, the said First Bank Financial Centre has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Oconomowoc, Wisconsin this 19th day of December, 2005.

FIRST BANK FINANCIAL CENTRE

BY: Linda Daul
LINDA DAUL (name)

BY: Stacy Genz
Stacy Genz (name)

STATE OF WISCONSIN)
: SS.
WAUKESHA COUNTY)

Personally came before me this 19th day of December 2005, the above named LINDA DAUL and STACY GENZ, Vice President (office) and Loan Officer (office), respectively of the above corporation, to me known to be such persons and officers who executed the same as such officers as the deed of said corporation, by its authority.

ROBERT W. KAISER NOTARY PUBLIC STATE OF WISCONSIN

Robert W. Kaiser
Robert W. Kaiser (type or print name)
Notary Public, Waukesha Co., Wis.
My Commission 4-2-06

EXHIBIT B

HARTFORD SQUARE II

HARTFORD SQUARE				
Unit No.	Lot No.	House No.	Street	Parcel No.
1-1	1	1338	Stillwater Lane	
1-2	1	1342	Stillwater Lane	
1-3	1	1346	Stillwater Lane	
1-4	1	1350	Stillwater Lane	
2-1	2	1318	Stillwater Lane	
2-2	2	1322	Stillwater Lane	
2-3	2	1326	Stillwater Lane	
2-4	2	1330	Stillwater Lane	
3-1	3	1262	Stillwater Lane	
3-2	3	1266	Stillwater Lane	
3-3	3	1270	Stillwater Lane	
3-4	3	1272	Stillwater Lane	
4-1	4	1242	Stillwater Lane	
4-2	4	1246	Stillwater Lane	
4-3	4	1250	Stillwater Lane	
4-4	4	1254	Stillwater Lane	
5-1	5	1220	Stillwater Lane	
5-2	5	1224	Stillwater Lane	
5-3	5	1228	Stillwater Lane	
5-4	5	1232	Stillwater Lane	
6-1	6	1129	Stillwater Lane	
6-2	6	1133	Stillwater Lane	
6-3	6	1139	Stillwater Lane	
6-4	6	1143	Stillwater Lane	
7-1	7	1149	Stillwater Lane	
7-2	7	1155	Stillwater Lane	
7-3	7	1159	Stillwater Lane	
7-4	7	1163	Stillwater Lane	
8-1	8	1217	Stillwater Lane	
8-2	8	1221	Stillwater Lane	
8-3	8	1225	Stillwater Lane	
8-4	8	1231	Stillwater Lane	
9-1	9	1237	Stillwater Lane	
9-2	9	1241	Stillwater Lane	
9-3	9	1245	Stillwater Lane	
9-4	9	1249	Stillwater Lane	
10-1	10	1257	Stillwater Lane	
10-2	10	1261	Stillwater Lane	
10-3	10	1265	Stillwater Lane	
10-4	10	1269	Stillwater Lane	

Unit No.	Lot No.	House No.	Street	Parcel No.
11-1	11	238	Simon Drive	
11-2	11	242	Simon Drive	
12-1	12	243	Novak Street	
12-2	12	247	Novak Street	
13-1	13	252	Simon Drive	
13-2	13	256	Simon Drive	
14-1	14	314	Simon Drive	
14-2	14	318	Simon Drive	
15-1	15	326	Simon Drive	
15-2	15	330	Simon Drive	
16-1	16	338	Simon Drive	
16-2	16	344	Simon Drive	
Common	Building	424	Simon Drive	
17-1	17	440	Simon Drive	
17-2	17	446	Simon Drive	
18-1	18	454	Simon Drive	
18-2	18	458	Simon Drive	
19-1	19	514	Simon Drive	
19-2	19	518	Simon Drive	
20-1	20	526	Simon Drive	
20-2	20	530	Simon Drive	
21-1	21	540	Simon Drive	
21-2	21	544	Simon Drive	
22-1	22	613	Simon Drive	
22-2	22	615	Simon Drive	
23-1	23	541	Simon Drive	
23-2	23	545	Simon Drive	
24-1	24	529	Simon Drive	
24-2	24	533	Simon Drive	
25-1	25	515	Simon Drive	
25-2	25	521	Simon Drive	
26-1	26	455	Simon Drive	
26-2	26	459	Simon Drive	
27-1	27	441	Simon Drive	
27-2	27	445	Simon Drive	
28-1	28	429	Simon Drive	
28-2	28	433	Simon Drive	
29-1	29	415	Simon Drive	
29-2	29	421	Simon Drive	
30-1	30	345	Simon Drive	
30-2	30	351	Simon Drive	
31-1	31	331	Simon Drive	
31-2	31	337	Simon Drive	