CONDOMINIUM DECLARATION OF CONDITIONS

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

FOREST POINT AT WESTRIDGE CONDOMINIUMS

THIS INSTRUMENT PREPARED BY
Michael R. Wolfe
Berger, Newmark & Fenchel, P.C.
222 N. LaSalle Street, Suite 1900
Chicago, Illinois 60601
(312)782-5050

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CONDOMINIUM DECLARATION OF COVENANTS,

CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

FOREST POINT AT WESTRIDGE CONDOMINIUMS

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("Act") by Forest Point at Westridge, L.L.C., a Wisconsin limited liability company ("Declarant").

RECITALS:

The Declarant holds title to the Development Area, which is located in the City of New Berlin in Waukesha County, Wisconsin. Declarant intends to submit some or all of the Development Area to this Declaration and the Act. Initially, the Property shall consist of that portion of the Development Area which is legally described in Exhibit B, with all improvements thereon and appurtenances thereto. From time to time the Declarant may add additional portions of the Development Area to the Parcel as "Added Property" by Recording Supplements to this Declaration, as more fully provided in Article Nine. Thus, as Supplements are Recorded, the Property will expand to include more and more portions of the Development Area.

The Residential Association shall be responsible for the administration of the condominium and the maintenance, repair and replacement of the Common Elements as well as those portions thereof which are designated as being part of the Community Area. Each Owner of a Dwelling Unit shall be assessed to pay his proportionate share of the Common Expenses required to operate `the condominium, all as more fully provided for in this Declaration.

The Declarant shall retain certain rights set forth in this Declaration with respect to the Condominium Property and the Residential Association including, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, the right to come upon the Property in connection with efforts to promote the sale or rental of Dwelling Units and other rights reserved in Article Thirteen.

NOW, THEREFORE, Declarant as record title holder of the Parcel and the Property hereby declares as follows:

ARTICLE ONE
Definitions

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

1.01 ACT:

The Condominium Ownership Act of the State of Wisconsin, as amended from time to time.

1.02 ADMINISTRATOR:

Administrator of Veterans' Affairs.

1.03 BOARD:

The board of directors of the Residential Association, as constituted at any time or from time to time.

1.04 BUILDING:

That portion of the Condominium Property which consists of a structure which contains Dwelling Units, including, without limitation, the structural components of such structure, the entryways, corridors, stairways, roofs, and other portions of the structure.

1.05 BY-LAWS:

The By-Laws of the Residential Association enacted from time to time by the Board of the Residential Association.

1.06 CITY OF NEW BERLIN:

The City of New Berlin, Wisconsin or any successor thereto.

1.07 COMMON ELEMENTS:

All of the Condominium Property, except the Dwelling Units.

1.08 COMMON EXPENSES:

The expenses of administration (including management and professional services), maintenance, operations repair, and replacement of the Common Elements and the Buildings; the cost of additions, alterations, or improvements to the Common Elements and the Buildings; the cost of insurance required or permitted to be obtained by the Board under Article Five; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; the cost of waste removal, scavenger services, water, sewer, or other necessary utility services; and any other expenses lawfully incurred by or on behalf of the Residential Association for the

common benefit of all of the Owners; and expenses relating to the operation, administration, maintenance, repair, replacement and insurance of the Community Area.

1.09 COMMUNITY AREA:

All portions of the Condominium Property other than the Buildings, Dwelling Units and the Limited Common Elements appurtenant thereto.

1.10 DECLARATION:

This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.11 DEVELOPER:

Forest Point at Westridge Development, Inc., as Manager of the Declarant. The registered agent of the Developer for service of process is Erwin J. Plesko whose address is: 6515 Grand Teton Plaza, Suite 210, Madison, Wisconsin 53719.

1.12 DEVELOPMENT AREA:

The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and none of the covenants, conditions, restrictions and easements contained herein shall burden any portion of the Development Area, unless and until such portion is made part of the Condominium Property by this Declaration or any supplemental Declaration. The common address of the property is the vacant parcel of real estate located north of Beloit Road and east of Moorland Road, New Berlin, Wisconsin.

1.13 DWELLING UNIT:

A part of the Condominium Property including one or more rooms, designed or intended for independent residential use and having lawful access to a public way. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling Unit shall not include the following, wherever located:

(a) any structural components of the Condominium Property; or

(b) any component of a system which serves more than one Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively.

Each Dwelling Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Dwelling Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes as provided in the Act.

1.14 FIRST MORTGAGE:

A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership and specifically including any first mortgage on the Development Area.

1.15 FIRST MORTGAGEE:

The holder of a First Mortgage.

1.16 LIMITED COMMON ELEMENTS:

A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Dwelling Units. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following ("Limited Common Elements"): (a) perimeter doors and windows which serve the Dwelling Unit, (b) the exterior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, and (c) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit. Any driveway, patio or balcony adjoining or serving a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit.

1.17 OWNER:

A Record owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 PARCEL:

The real estate which is legally described in Exhibit B hereto from time to time, together with all rights appurtenant thereto, as Exhibit B may be supplemented from time to time.

1.19 PERSON:

A natural individual, corporation, partnership. trustee' or other legal entity capable of holding title to real property.

1.20 PLAT:

The plat or plats of survey attached hereto as Exhibit C, as such exhibit may be amended or supplemented from time to time, which set forth the measurements. elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other symbol to identify each Dwelling Unit and such other data as may be required by the Act or this Declaration.

1.21 PROPERTY OR CONDOMINIUM PROPERTY:

All the land, property, space comprising the Parcel, all improvements and structures erected, constructed or contained therein, thereon or thereunder, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act as part of the Condominium Property.

1.22 RECORD:

To record with the Register of Deeds of Waukesha County, Wisconsin.

1.23 RESIDENT:

An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

1.24 RESIDENTIAL ASSOCIATION:

The Forest Point at Westridge Condominium Assn., Inc., a Wisconsin not-for-profit corporation, its successors and assigns.

1.25 TURNOVER DATE:

The date on which any one of the following shall first occur:

(a) Thirty (30) days after Developer has conveyed 168 Dwelling Units to purchasers for value (being 75% of the maximum number of Dwelling Units which may be made subject to this Declaration);

(b) The expiration of four (4) years from the date of the Recording of this Declaration; or

(c) The date designated in written notice from the Developer to all of the Owners as being the Turnover Date.

1.26 UNDIVIDED INTEREST:

The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit, if any, as herein and hereafter allocated on Exhibit D hereto, as Exhibit D may be amended from time to time.

1.27 UNIT OWNERSHIP:

A part of the Condominium Property consisting of one Dwelling Unit and its Undivided Interest.

1.28 VOTING MEMBER:

The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four

ARTICLE TWO
Scope of Declaration and Certain Property Rights

2.01 REAL ESTATE SUBJECT TO DECLARATION:

Declarant, as the owner of fee simple title to the Parcel and Property, expressly intends to and, by Recording this Declaration, does hereby subject and submit the Parcel and Property described on Exhibits B and D hereto to the provisions of the Act and this Declaration. Declarant shall have the right to subject additional portions of the Development Area to the provisions of the Act and this Declaration as provided in Article Nine. Nothing in this Declaration shall be construed to obligate the Declarant to subject to the Act and this Declaration any portion of the Development Area other than those portions which are part of the Parcel and Property or which are added to the Parcel and Property by Supplemental Declarations Recorded by the Declarant pursuant to Article Nine. None of the covenants, conditions, restrictions and easements contained in this Declaration shall burden any portion of the Development Area unless and until such portion is or becomes part of the Parcel and Property.

2.02 CONVEYANCES SUBJECT TO DECLARATION:

All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Condominium property and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 ENCROACHMENTS:

In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Dwelling Unit, or (ii) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Dwelling Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Dwelling Unit which shall encroach upon the Common Elements or any other Dwelling Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

2.04 OWNERSHIP OF COMMON ELEMENTS:

Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Dwelling Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been determined by Developer as required under the Act to be as set forth in Exhibit D attached hereto. Exhibit D may not be changed without unanimous written approval of all Owners and all First Mortgagees, except as hereinafter provided in Section 5.06 or 5.07, Article Nine or as permitted under the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition.

2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS:

(a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Dwelling Unit, and for such other purposes not prohibited hereunder.

(b) Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements which serve his Dwelling Unit. Each Owner shall have the right to the nonexclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.

(c) The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided shall extend to each Owner, and the agents, servants, tenants, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

(d) Each Owner shall have the right to use and enjoy the Community Area, together with the owners of other dwelling units in the Premises.

2.06 LEASE OF COMMON ELEMENTS:

The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements) and the Community Area. The rental, fees and terms of any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

2.07 UTILITY AND ACCESS EASEMENTS:

(a) The Developer hereby reserves for conveyance with each individual condominium unit an easement for vehicular and pedestrian ingress and egress over Westridge Circle as same is located and depicted on the survey of the Development Area attached hereto as Exhibit A-1.

(b) All public and private utilities serving the Condominium Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Development Area. Waukesha County, the City of New Berlin and any municipality or other governmental authority which has jurisdiction over the Development Area or which undertakes to provide services to the Development Area are hereby declared, granted and reserved access easements for ingress and egress to, over and across the Common Elements for the purpose of providing any such services. The owners from time to time of portions of the Development Area which are not part of the Condominium Property are hereby granted and reserved a perpetual, non-exclusive easement of access over and across the roads and streets located on the Common Elements.

2.08 ADDITIONAL EASEMENTS:

In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (a) to grant such easements with respect to the Common Elements (except the Limited Common Elements) or the Community Area as the Board deems necessary and proper, including, without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite televisions system or other communication systems and/or (b) to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an Owner, as the Board shall, in its discretion, determine. Without limiting the foregoing, until such time as the Declarant no longer holds title to a portion of the Development Area, the Board shall grant such easements as the Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements or portions of the Development Area which are not part of the Condominium Property or to provide owners of the Development Area with necessary utility services. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the

Secretary of the Residential Association and duly Recorded.

2.09 BOARD'S RIGHT OF ENTRY:

The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Dwelling Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority under Section 3.02, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

2.10 SEPARATE MORTGAGES:

Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

2.11 REAL ESTATE TAXES:

Real estate taxes, special assessments, and any other special taxes or charges of the State of Wisconsin or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that for any year a tax bill is issued with respect to a portion of the Condominium Property other than on a Dwelling Unit by Dwelling Unit basis, then:

(a) The Declarant shall be responsible for the payment of that portion, if any, of the bill which is allocable to the portions of the Development Area which are not part of the Property;

(b) The Owners of Dwelling Units in a particular Building shall be responsible for the payment of that portion, if any, of the bill which is allocable to the Dwelling Units in the Building where the Dwelling Units have not been separately taxed but where other Dwelling Units in the Condominium Property have been separately taxed. In such case the amount payable by each Owner shall be based on the relative Undivided Interests of the affected Dwelling Units; and

(c) Where the bill affects the Condominium Property as a whole or portions of the Common Elements and not Dwelling Units, then each Owner shall pay his proportionate share thereof in accordance with his Undivided Interest.

Upon the affirmative vote of Voting Members representing a majority of the votes in the Residential Association or the affirmative vote of two-thirds of the members of the Board, the Board, on behalf of all the Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

2.12 LEASE OF DWELLING UNIT:

Any Owner shall have the right to lease all (but not less than all) of his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, except, that no Dwelling Unit shall be leased for a term of less than twelve (12) months. Any such lease shall be in writing, a copy of which must be delivered to the Residential Association, and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Board may adopt such rules and regulations applicable to the leasing of Dwelling Units as it deems advisable and necessary. Notwithstanding anything contained herein, the provisions of this Section and any rules or regulations adopted pursuant hereto by the Board shall not at any time apply to any Dwelling Units owned by the Declarant.

ARTICLE THREE
Use, Occupancy and Maintenance of the Property

3.01 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS:

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements located within a Building, balconies and the fences enclosing any patios or landscapable areas which are part of the Limited Common Elements shall be furnished by the Board as part of the Common Expenses.

(b) Maintenance, repairs and replacements to the Community Area shall be furnished by the Board

(c) With respect to a particular category or class of Limited Common Elements (other than those specified above), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense, or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Dwelling Units benefitted thereby on the basis of Undivided Interests or in equal shares, whichever the Board feels, in its sole discretion, to be appropriate.

3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS, AND LIMITED COMMON ELEMENTS:

(a) Each Owner shall furnish and be responsible at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit, if any, the Limited Common Elements and any landscapable areas of any Limited Common Elements appurtenant thereto and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit, or to the Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services. Without limiting the foregoing, to the extent that insurance carried by the Residential Association covers damage to a Dwelling Unit, or the Limited Common Elements appurtenant thereto (including, without limitation, broken windows), the Residential Association shall make any insurance proceeds received by the Residential Association as a result of any such damage available to the Owner to pay for or reimburse the Owner for payment of the cost of repairing the damage.

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit, or the Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair or replacement and pay the cost thereof, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Common Expense. If an Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time after being so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) any additions, alterations, or improvements to the Common Elements or the Community Area. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Without the prior written consent of the Board, an Owner shall not (i) make any additions, alterations or improvements to any part of the Common Elements or (ii) make any additions, alterations or improvements to his Dwelling Unit or to the Limited Common Elements appurtenant thereto where such work alters the structure or the outside design or appearance of the Dwelling Unit or increases the cost of insurance required to be carried by the Board hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner (i) upon the Owner's agreement that any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar addition, alteration or improvement constructed by Developer and (ii) upon Owner's agreement either (A) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards

as the Board may from time to time set, or (B) to pay to the Residential Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Owner to remove the addition, alteration or improvement and restore the Condominium Property to its original condition, all at the Owner's expense; or

(2) If the Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Owner for the cost thereof as determine by the Board; or

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.04 DAMAGE CAUSED BY OWNER:

If, due to the act of or the neglect of a Resident of a Dwelling Unit, a household pet, guest or other authorized occupant or invitee of such Resident, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Owner of the Dwelling Unit in which such Resident resides shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Residential Association, including, without limitation, the deductible amount under any applicable insurance policy.

3.05 USE RESTRICTIONS:

Except as provided in Article Thirteen, each Dwelling Unit shall be used only as a residence; provided, that, no Resident shall be precluded with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) except to the extent prohibited by local zoning laws, handling his personal business or professional calls or correspondence therefrom.

3.06 MECHANIC'S LIENS:

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Condominium Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees and expenses) incurred by reason of such lien.

3.07 USE AFFECTING INSURANCE:

Nothing shall be done or kept in any Dwelling Unit or in the Common Elements which will

increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

3.08 SIGNS:

Except as provided in Article Thirteen, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be maintained or permitted on the Condominium Property.

3.09 ANIMALS:

No more than two (2) pets may be kept in any Dwelling Unit. No such pets may be kept or raised for commercial purposes. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units. Such rules and regulations may prohibit certain species of pets or pets of more than a specified weight from being kept in the Dwelling Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon three (3) days' written notice from the Board to the Owner of the Dwelling Unit containing such pet, and the decision of the Board shall be final.

3.10 STRUCTURAL IMPAIRMENT:

Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of any Building or structure located on the Condominium Property.

3.11 PROSCRIBED ACTIVITIES:

No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units. Owner shall not place or cause or permit to be placed in the vestibules, stairways and other Common Elements of a similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

3.12 NO UNSIGHTLY USES:

No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements or Limited Common Elements except as permitted by rules and regulations of the Board. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

3.13 RULES AND REGULATIONS:

(a) The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time; provided that prior to adoption of any such rules, there shall first be held a meeting of the Owners to discuss the proposed rules and all Owners are furnished with a copy of the proposed rule and notice of the meeting as required by the Act.

(b) Without limiting the foregoing, the Board may adopt rules and regulations requiring Owners to post a deposit with the Board in a reasonable amount as determined by the Board to ensure that no damage is caused to the Condominium Property because of the Owner or his tenants moving in or out of the Dwelling Unit.

(c) Without limiting the foregoing, the Board may levy a reasonable charge upon the Owners for a violation of a rule or regulation in accordance with the procedures set forth in Section 7.05.

3.14 PARKING:

Any outdoor parking areas located on the Community Area shall be used as parking for Residents and guests of Residents or as otherwise permitted by the Residential Association in accordance with reasonable rules and regulations. No boats, trailers, trucks, recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Common Elements except as permitted under rules and regulations adopted by the Residential Association and the applicable ordinances and regulations of the City. Nothing contained herein shall preclude a Resident from parking any of the foregoing types of vehicles within said Residents Parking Unit.

ARTICLE FOUR
The Residential Association

4.01 THE RESIDENTIAL ASSOCIATION:

Declarant shall cause the Residential Association to be incorporated as a not-for-profit corporation. The Residential Association shall be the governing body for all of the Owners and for the administration and operation of the Buildings as provided in the Act, this Declaration and the By-Laws. All agreements and determinations lawfully made by the Residential Association shall be deemed to be binding on all Owners and their respective successors and assigns.

4.02 MEMBERSHIP:

(a) There shall be only one class of membership in the Residential Association. The Owner of each Dwelling Unit shall be a member of the Residential Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Residential Association shall be given written notice of the change of ownership of a

Dwelling Unit within ten (10) days after such change.

(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners.

4.03 THE BOARD:

From and after the Turnover Date, the Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an Owner or a Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

4.04 VOTING RIGHTS:

Whenever a vote of the Owners of the Residential Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller other than the Developer, shall have the right to vote for directors of the Residential Association after the Turnover Date unless such contract seller expressly retains such right in writing. Except as otherwise specifically required under the Act, this Declaration or the ByLaws, each Voting Member shall have one vote for each Dwelling Unit which he represents.

4.05 POWERS AND DUTIES OF THE RESIDENTIAL ASSOCIATION:

(a) The Residential Association shall provide the following services:

(i) collect all assessments due or to become due to the Residential Association and prepare checks (which shall be executed by persons designated by the Residential Association Board) to pay Residential Association expenses;

(ii) render monthly a detailed written statement specifying all receipts and disbursements during the preceding month;

(iii) preparation of an annual budget for the Residential Association;

(iv) hire, supervise, and discharge all engineers, janitors and other employees who perform work on Property for which the Residential Association is responsible;

(v) furnish all necessary decorating, maintenance, repairs and replacements to the Property for which the Residential Association is responsible;

(vi) purchase all normal operating supplies and enter into any necessary service contracts on behalf of the Residential Association;

(vii) procure all insurance which the Residential Association is authorized or obligated to obtain under the

(viii) prepare and implement appropriate rules and regulations; and

(ix) purchase other goods and services required for the proper administration, operation, maintenance, repair and replacement of the Property.

4.06 MANAGING AGENT:

The Residential Association shall have the right to retain the services of a Managing Agent for the management of the Condominium Property. The term of any management agreement covering the management of the Condominium Property shall not exceed two years, and shall be terminable for cause by the Residential Association on thirty (30) days written notice and without cause or payment of a termination fee on ninety (90) days written notice. The Declarant (or an entity controlled by the Declarant) may be engaged by the Residential Association Board to act as the managing agent for the Residential Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Residential Association and the Declarant (or an entity controlled by the Declarant).

4.07 DIRECTOR AND OFFICER LIABILITY:

Neither the directors nor officers of the Residential Association whether elected or designated by the Declarant shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Residential Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Residential Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

ARTICLE FIVE
Insurance/Condemnation

5.01 FIRE INSURANCE:

The Board shall have the authority to and shall obtain insurance for the Condominium Property against loss or damage by fire and such other hazards as may be required under the Act, as the Board may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Common Elements, the Buildings and the Community Area, if any. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Owners in accordance with their Undivided Interests. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Condominium Property or remove the Condominium Property from the provisions of the Act, (iv) to the extent possible, shall provide that such policy shall not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days written notice to the First Mortgagee of each Unit Ownership, and (v) shall contain waivers of subrogation with respect to the Residential Association and its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Dwelling Unit, First Mortgagees, and the Declarant, and shall name all such parties as additional insured parties as their interests may appear.

5.02 INSURANCE TRUSTEE/USE OF PROCEEDS:

The Board may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depositary on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of $50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Dwelling Unit so destroyed. The rights of First Mortgagees 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 of the Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Dwelling Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy and the receipt of a release from the Board 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 under which proceeds may be held pursuant hereto, or to take notice of any standard

mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

5.03 OTHER INSURANCE:

The Board shall also have the authority to and shall obtain the following insurance:

(a) Insurance on the Buildings against all loss or damage from explosion of heating apparatus installed in, on or about said Buildings, in such amounts as the Board may deem desirable.

(b) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Condominium Property or upon, in or about the streets, private drives and passageways and other areas adjoining the Condominium Property, in such amounts as the Board shall deem desirable (but not less than $1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

(c) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(d) Employer's liability insurance in such amount as the Board shall deem desirable.

(e) Fidelity bond indemnifying the Residential Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Residential Association or of any other person handling the funds of the Residential Association, the Board or the Owners in such amount as the Board shall deem desirable and as required by the Act.

(f) Directors and officers liability insurance.

(g) Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Residential Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

5.04 OWNER'S RESPONSIBILITY:

Each Owner shall obtain his own insurance on the contents of his own Dwelling Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Dwelling Unit without prior request from the Board and shall pay any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting

from his failure to pay any such additional insurance premiums. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

5.05 WAIVER OF SUBROGATION:

Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Residential Association, its directors and officers, the Declarant, the Developer, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

5.06 REPAIR OR RECONSTRUCTION:

(a) In the case of damage by fire or other disaster to a portion of the Condominium Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Residential Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under the Act.

(5) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, and (ii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Dwelling Units in such Building and First Mortgagees representing 75% of the Dwelling Units (by number) subject to First Mortgages in the Building, amend this Declaration to withdraw the Building which includes the Damaged Improvement as permitted under the Act. If a Building is withdrawn, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners of Dwelling Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined based on the relative Undivided Interests of the Dwelling Units in the Building prior to withdrawal. The amendment shall reallocate the Undivided Interests of the remaining Dwelling Units based, on the procedure set out in Section 9.02(c). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Dwelling Unit located in the Building which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Dwelling Unit if the amendment had not been Recorded.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Condominium Property as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(d) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the Building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

5.07 CONDEMNATION:

(a) In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Residential Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Residential Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. Each Owner appoints the Residential Association as attorney-in-fact for the purpose of representing him in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

(b) In the event that part or all of one or more Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Dwelling Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Residential Association shall execute and Record an instrument on behalf of the Residential Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Dwelling Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Dwelling Unit in the amendment.

ARTICLE SIX
Assessments

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION:

The Declarant, for each Unit Ownership hereby covenants, and each Owner of a Unit Ownership by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Residential Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

6.02 PURPOSE OF ASSESSMENTS:

The assessments levied by the Residential Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Residential Association, to administer the affairs of the Residential Association, and to pay the Common Expenses.

6.03 ANNUAL ASSESSMENT:

Each year at least sixty (60) days before the end of the Residential Association's fiscal year, and at least thirty (30) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

(a) The estimated Common Expenses with an allocation of portions thereof for the payment of real estate taxes, if any;

(b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;

(c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;

(d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;

(e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Dwelling Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12th) of the Annual Assessment multiplied by the Dwelling Unit's Undivided Interest.

(f) It is expressly understood that the forty-two (42) single-family attached Dwelling Units shall each pay an annual assessment amount equal, in the aggregate, to twenty-five (25%) percent of the total annual budget of the Residential Association and the One hundred sixty-eight Condominium Dwelling Units shall each pay an annual assessment amount equal, in the aggregate, to seventy-five (75%) percent of the total annual budget of the Residential Association.

6.04 PAYMENT OF ASSESSMENTS:

On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Residential Association, or as it may direct, that portion of the Annual Assessment, which is payable by such Owner.

6.05 REVISED ASSESSMENT:

If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

6.06 SPECIAL ASSESSMENT:

The Board may levy a special assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Residential Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. Any special assessment, which will require the aggregate payment with respect to a Dwelling Unit of the greater of (a) $300 or (b) five (5) times the most recent monthly assessment shall be subject to approval by the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast at a meeting of the Owners duly called for the purpose of approving the assessment. Each Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Dwelling Unit's Undivided Interest. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 ANNUAL REPORT:

Within a reasonable time after the close of the Residential Association's fiscal year, the Board shall furnish each Owner with an itemized account of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portions of the Common Expenses for such fiscal year were incurred or paid for capital expenditures or repairs or the payments of real estate taxes, if any, and with a tabulation of the amounts collected for the Annual Assessment and showing the net excess or deficit of income over expenditures, plus reserves.

6.08 CAPITAL RESERVE:

The Residential Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Residential Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Residential Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that percentage of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose (i) which portion thereof is for capital expenditures with respect to the Common Elements and (ii) which portion thereof is for capital expenditures with respect

to property owned or to be owned by the Residential Association. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Residential Association as agent and trustee for the Owners and such accounts shall be deemed to have been funded by capital contributions to the Residential Association by the Owners.

6.09 INITIAL CAPITAL CONTRIBUTION:

Upon the closing of the sale of each Dwelling Unit by the Developer to a purchaser for value, the purchasing Owner shall make a capital contribution to the Residential Association in an amount equal to one-fourth (1/4) of the current year's Annual Assessment for that Dwelling Unit, which amount shall be held and used by the Residential Association for its working capital needs.

6.10 NONPAYMENT OF ASSESSMENTS:

Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the contract rate permitted in Wisconsin, but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Dwelling Unit.

6.11 RESIDENTIAL ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES:

The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Dwelling Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01. If for any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a

receiver to collect such rental.

6.12 STATEMENT OF ACCOUNT:

Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Residential Association and shall be binding on the Residential Association.

ARTICLE SEVEN
Remedies for Breach or Violation

7.01 SELF-HELP BY BOARD:

Subject to the provisions of Section 7.05, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, this Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach; provided, that, where the violation or breach involves an improvement located within the boundaries of a Dwelling Unit, judicial proceedings shall be instituted before any such improvements can be altered or demolished. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

7.02 FORECLOSURE OF LIENS FOR UNPAID ASSESSMENTS.

In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing same.

7.03 OTHER REMEDIES OF THE BOARD:

In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board may levy reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or

appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

7.04 ENFORCEMENT BY THE BOARD:

Prior to the imposition of any fine and concurrently with the sending of the initial notices described in Section 7.01 and 7.02, the Board shall notify the Owner or Resident, as the case may be, in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner or Resident who receives such notice may, within three (3) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner or Resident demands a hearing as herein provided, such hearing shall be held within four (4) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within three (3) days after the hearing and such decision shall be final and binding on the parties.

7.05 COSTS AND EXPENSES:

All expenses incurred by the Board in connection with the enforcement of the provisions of this Declaration or in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in Wisconsin until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Owner, and the Residential Association shall have a lien for all the same upon such Owner's Unit Ownership, as provided in Section 6.01.

7.06 ENFORCEMENT BY OWNERS:

Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

ARTICLE EIGHT
Architectural Control

8.01 OVERALL CONTROL:

The Board, or a duly authorized committee thereof created pursuant to the By-Laws, shall have the right and power from time to time to adopt reasonable rules and regulations governing the architectural design and exterior finish of all Building, structures or improvements from time to time located on the Premises or on the Community Area.

8.02 DEVELOPER'S RIGHTS:

The provisions of Section 8.01 shall not apply to any construction at any time performed by Developer, or its employees, agents or contractors, on any part or parts of the Premises, including, without limitation, the architectural design, construction, alteration, improvement, or decorating of any Buildings, any improvements to the Community Area, or any landscaping of any part of the Premises.

ARTICLE NINE
Annexing Additional Property

9.01 IN GENERAL:

(a) Declarant reserves the right, from time to time prior to five (5) years from the date of Recording of this Declaration, to add portions of The Development Area to the Condominium Property and submit such portions to the Act and this Declaration by Recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to the Act and this Declaration as part of the Condominium Property by a Supplemental Declaration shall be referred to as "Added Property", any Dwelling Units in the Added Property shall be referred to as "Added Dwelling Units". In making Added Property subject to the Act and this Declaration, the following shall apply:

(1) Any buildings located on the Added Property shall be substantially similar in design and construction to the buildings which are initially planned to be made subject to this Declaration.

(2) Added Property may be made subject to the Declaration at different times; there is no limitation on the order in which Added Property may be made subject to this Declaration; and no particular portion of the Development Area must be made subject to this Declaration.

(3) The maximum number of Dwelling Units which may be made subject to this Declaration is two hundred ten (210) consisting of forty two (42) single-family attached units and one hundred sixty eight (168) condominium units.

(4) Any Added Dwelling Units which are made subject to this Declaration pursuant to this Article Nine shall be compatible with or of substantially the same style, floor plan, size and quality as the Dwelling Units initially made subject to this Declaration.

9.02 POWER TO AMEND:

In furtherance of the foregoing, Declarant reserves the right to Record a Supplemental Declaration, at any time and from time to time prior to five (5) years from the date of Recording of the Declaration, which amends Exhibits B, C and D hereto, subject to the following limitations:

(a) Exhibit B may only be amended to add portions of the Development Area to Exhibit B;

(b) Exhibit C may only be amended so that the Plats which make up Exhibit C describe all of the Condominium Property, including the Added Property, identify every Dwelling Unit, including the Added Dwelling Units, as provided by the Act;

(c) Exhibit D may only be amended to reflect the addition of the Added Dwelling Units, to assign to each Added Dwelling Unit an Undivided Interest, and to reassign an Undivided Interest to each Dwelling Unit previously submitted to the Act to reflect the addition of the Added Dwelling Unit. The Undivided Interest of each Dwelling Unit shall be determined by dividing the total number of all Dwelling Units subject to this Declaration into the number one (1).

9.03 EFFECT OF AMENDMENT:

Upon the Recording of a Supplemental Declaration by the Developer which makes Added Property subject to this Declaration, as provided in this Article, then:

(a) The restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Property (including the Added Dwelling Units) and inure to the benefit of and be the personal obligation of the Owners of Added Dwelling Units in the same manner, to the same extent, and with the same force and effect that this Declaration applies to the Condominium Property and Owners of Dwelling Units which were initially subjected to this Declaration;

(b) Every Person who is an Owner of an Added Dwelling Unit shall be a member of the Residential Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of existing Dwelling Units;

(c) Each Owner of an Added Dwelling Unit shall pay the same monthly assessments as the Owner of an existing Dwelling Unit; provided an Added Dwelling Unit consisting of a single-family attached Dwelling Unit shall pay the amount of assessment paid by an existing single-family attached Dwelling Unit and an Added Dwelling Unit consisting of a condominium Dwelling Unit shall pay the amount of assessment paid by an existing condominium Dwelling Unit; and further provided, that, the Owner of an Added Dwelling Unit shall not be required to pay any installment of a special assessment levied to cover a deficit under a prior year's budget;

(d) The amount of the lien for assessments, charges or payments levied against an existing Unit Ownership prior to the Recording of the Supplemental Declaration shall not be affected.

ARTICLE TEN
Amendments

10.01 SPECIAL AMENDMENT:

Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee First Mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit thereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and Record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT BY OWNERS:

Subject to the provisions of Article Nine, Sections 10.01 and 12.01 and Article Ten, and except as otherwise provided in Sections 5.06 and 5.07 and the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least 75% of the Undivided Interests; except that (i) the provisions relating to the rights of Declarant may be amended only upon the written consent of the Declarant, (ii) the right of an Owner to lease his Dwelling Unit as provided for in Section 2.12 shall not be altered or amended without the consent of all of the Owners, and (iii) the provisions of Section 6.11 and Article Eleven and the provisions of this Article may be amended only with the written consent of all Owners and all First Mortgagees. No amendment shall become effective until Recorded.

ARTICLE ELEVEN
Rights of First Mortgagees

1.01 NOTICE TO FIRST MORTGAGEES:

Each Owner shall notify the Residential Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Residential Association of any change in such information. The Residential Association shall maintain a record of such information with respect to all Dwelling Units. Each First Mortgagee shall have the right to examine the books and records of the Residential Association at any reasonable time and to have an audited statement of the Residential Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Residential Association to the Owner of the Dwelling Unit covered by the First Mortgagee's First Mortgage;

(b) Any audited or unaudited financial statements of the Residential Association which are prepared for the Residential Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of any proposed action which would require the consent of a specified percentage of First Mortgagees pursuant to Section 11.02;

(e) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Residential Association;

(f) Notice of substantial damage to or destruction of any Dwelling Unit (in excess of $1,000) or any part of the Common Elements (in excess of $10,000);

(g) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property; or

(h) Notice of any default of the Owner of the Dwelling Unit which is subject to the First Mortgagee's First Mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Residential Association to the Owner of the existence of the default.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Residential Association. Failure of the Residential Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Residential Association need not inquire into the validity of any request made by a First

Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Residential Association shall honor the most recent request received.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding in the aggregate First Mortgages on at least two-thirds (2/3) of the Unit Ownerships (by number) which are subject to First Mortgages will be required for the Residential Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes the Undivided Interests, (ii) changes Section 6.11 or Article Ten, (iii) changes Article Eleven or any other provision of this Declaration or the By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, or (v) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit Ownership;

(2) The abandonment or termination of the condominium;

(3) The partition or subdivision of a Dwelling Unit;

(4) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);

(5) The sale of the Condominium Property;

(6) The removal of a portion of the Condominium Property from the provisions of the Act and this Declaration; or

(7) The use of hazard insurance proceeds for losses to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such Dwelling Units or Common Elements or Community Area;

provided, that, such consent of First Mortgagees will not be required with respect to any action under(1) through (7) above which occurs as a result of (i) substantial damage due to fire or other casualty (including, without limitation, action taken pursuant to Section 5.06); (ii) a taking of a portion or all of the Condominium Property by condemnation or eminent domain (including, without limitation, action taken pursuant to Section 5.07); or (iii) changes in the Undivided Interests as permitted under Article Nine.

(b) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS:

In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Residential Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

11.04 ADMINISTRATOR APPROVALS:

Anything herein to the contrary notwithstanding, whenever this Declaration or the By-Laws provide for the approval or consent of the Administrator, such approval or consent shall not be required unless the Administrator (a) has issued its condominium project approval of the Condominium Property and such project approval has not terminated, (b) has issued a guarantee of the First Mortgage on at least one Dwelling Unit which guarantee is then outstanding, (c) is the owner or holder of a First Mortgage on a Dwelling Unit or (d) is the Owner of a Dwelling Unit. Whenever required, such approval or consent shall be deemed granted unless the party seeking the consent or approval is advised to the contrary in writing within thirty (30) days of making the request for consent or approval.

ARTICLE TWELVE
City of New Berlin Rights

12.01 IN GENERAL:

In addition to any rights, powers or easements granted to the City of New Berlin elsewhere in this Declaration, the City of New Berlin shall have the rights, powers and easements set forth in this Article. Notwithstanding any other provision of this Declaration, no part of this Article may be amended without the prior approval of such amendment by the City of New Berlin.

12.02 ENFORCEMENT:

The City of New Berlin is hereby granted the right, but not the obligation, to enforce covenants and obligations of the Residential Association or the Owners. If the Residential Association or one or more Owners fail to comply with any such covenants and obligations, the City of New Berlin shall have the right (but shall not be obligated) to give notice to the Residential Association or the offending Owner or Owners of its, his or their failure to perform its, his or their obligations. If such notice is given and the Residential Association or the offending Owner or Owners do not perform to

the satisfaction of the City of New Berlin within thirty (30) days after the giving of such notice, then the City of New Berlin may (but shall not be obligated to) enter upon the Property and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the City of New Berlin. The Residential Association or the offending Owner or Owners shall, upon demand, reimburse the City of New Berlin for the reasonable cost of such work and if payment is not made within thirty (30) days after demand, then the amount due shall become a lien on the property of the Residential Association or the offending Owner or Owners.

12.03 MAINTENANCE:

The Residential Association shall maintain the Common Elements in compliance with all applicable laws and ordinances of the City of New Berlin and all governmental bodies having jurisdiction over the Property, as such laws and ordinances may be amended and enforced from time to time.

ARTICLE THIRTEEN
Developer's Reserved Rights

13.01 IN GENERAL:

In addition to any rights or powers reserved or granted to the Declarant under the Act, this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, the rights of Declarant under this Article reserved or granted shall terminate at such time as the Declarant are no longer vested with or control title to any portion of the Development Area.

13.02 PROMOTIONAL EFFORTS:

Declarant shall have the right, in its discretion, to maintain on the Condominium Property model Dwelling Units, sales, leasing, management, and/or administrative offices (which may be located in a Dwelling Unit), displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Condominium Property for the purpose of showing the Condominium Property to prospective purchasers or lessees of Dwelling Units, all without the payment of any fee or charge whatsoever other than the assessments payable by the Declarant with respect to Dwelling Units owned by the Declarant. The Declarant shall have a non-exclusive access easement over and across the roads and walkways located on the Condominium Property for ingress and egress to and from those portions of the Development Area which have not been made subject to the Act and this Declaration in order to exercise the rights reserved under this Article.

13.03 CONSTRUCTION:

Declarant, its agents and contractors shall have the right to come upon the Condominium Property to construct improvements thereon and to make alterations, repairs or improvements to the Condominium Property or the portions of the Development Area not made part of the Parcel and shall have the right to store equipment and materials used in connection with such work on the

Condominium Property or the portions of the Development Area which have not been made part of the Parcel without payment of any fee or charge whatsoever.

13.04 CONTROL OF BOARD:

Until the initial meeting of the Owners (which shall occur no later than thirty (30) days after the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Declaration or the By-Laws shall be held and performed by the Declarant. The Declarant may hold and perform such rights and obligations through the Board which, prior to the Turnover Date, shall consist of three individuals designated by the Declarant from time to time. Prior to the Turnover Date the Declarant may appoint from among the Owners three non-voting counselors to the Board who shall serve at the discretion of the Declarant.

ARTICLE FOURTEEN
Miscellaneous

14.01 SEVERABILITY:

Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

14.02 NOTICES:

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Residential Association at the time of such mailing, or upon personal delivery to the Owner's Dwelling Unit.

14.03 CAPTIONS/CONFLICTS:

The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

14.04 PERPETUITIES AND OTHER INVALIDITY:

If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) many other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording of this Declaration.

14.05 ASSIGNMENT BY THE DEVELOPER:

All rights which are specified in this Declaration to be rights of the Declarant are assignable or transferable. Any successor to, or assignee of, the rights of Declarant hereunder (including, whether by foreclosure or deed-in-lieu of foreclosure) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

14.06 SANITARY SEWER AND WATER CHARGES:

Each Building shall be separately metered for water and each Dwelling Unit shall be separately sub-metered for water. The Residential Association shall be responsible for payment of the water bills and each Unit Ownership shall be responsible for the reimbursement to the Residential Association of their own water and sanitary sewer charges. In the event a Resident fails or refuses to pay their own water and/or sanitary sewer charges in a timely manner, the amount of said payments shall automatically be assessed against said Unit Ownership as an extraordinary assessment and shall be due and payable to the Residential Association with the next regularly scheduled assessment. The provisions of Section 6.10 herein shall apply to the failure to reimburse the Residential Association for any such extraordinary assessment which, if not paid with the next regularly scheduled assessment, shall be deemed delinquent for purposes of Section 6.10.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed.

Dated:_____,1998.

DECLARANT:

Forest Point at Westridge, L.L.C., a
Wisconsin limited liability company

By: Forest Point at Westridge
Development, Inc., its Manager

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF L A K E)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ann M. Danner and Michael R. Wolfe, President, and Secretary, respectively, of Forest Point at Westridge Development, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of

_____,1998.

_____
Notary Public

CONSENT OF MORTGAGEE

Cole Taylor Bank, who is the holder of a Mortgage and Security Agreement dated as of October 22, 1997 and recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin on October 27, 1997 on Reel 2530, Image 926 as Document No. 2258430 encumbering the Development Area (as defined in the Declaration to which this Consent is attached), hereby consents to the recording of the within Declaration and agrees that its lien shall be subject to the provisions of such Declaration, provided that its lien shall be a First Mortgage hereunder with respect to each Dwelling Unit until such time as the Dwelling Unit is released from the lien of the mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on _____ _____,1998.

Cole Taylor Bank

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF ____)

I,_____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that_____, Vice-President of Cole Taylor Bank, a banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that as such _____he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said bank, as trustee, and caused the seal of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal on this ____ day of_____,1998.

_____
Notary Public

EXHIBIT A The Development Area

TO
CONDOMINIUM DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
FOREST POINT AT WESTRIDGE CONDOMINIUMS

EXHIBIT B The Parcel

TO
CONDOMINIUM DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
FOREST POINT AT WESTRIDGE CONDOMINIUMS

EXHIBIT C Plat of Survey

TO
CONDOMINIUM DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
FOREST POINT AT WESTRIDGE CONDOMINIUMS

(to be attached)

EXHIBIT D Undivided Interests

TO
CONDOMINIUM DECLARATION OF CONDITIONS,
COVENANTS, RESTRICTIONS AND EASEMENTS FOR
FOREST POINT AT WESTRIDGE CONDOMINIUMS

Building No.	Dwelling Unit No.	Model	Undivided Interest