DISCLOSURE MATERIALS

HERON PLACE CONDOMINIUM

Building No. 1, Horicon Street
City View Subdivision
Horicon, Wisconsin

The Developer (Declarant) is E P Stankowski LLC, a Wisconsin limited liability company. Its business address is 326 North Lake Road, Unit 1A, Oconomowoc, Wisconsin 53066.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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In compliance with the Disclosure Requirements of Section 703.33, Wisconsin Statutes, copies of the following are herewith supplied.

1. DECLARATION OF CONDOMINIUM OWNERSHIP. The Declaration establishes and describes the condominium, the units and the common areas. The Declarations begins on Page 1-1.

2. BYLAWS. The Bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The Bylaws begin on Page 2-1.

3. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on Page 3-1.

4. MANAGEMENT AND EMPLOYMENT CONTRACTS. Certain services may be provided to the condominium through contracts with individuals or private firms. These contracts, if any, begin on Page 4-1.

5. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments (other than those which are part of the common expense). At this point the Association supplies a Projected Operating Budget. A more detailed and more accurate budget may be supplied as time progresses. The budget begins on Page 5-1.

6. LEASES. Units in some condominiums are sold subject to one or more leases of property or facilities which are not a part of the condominium. This is not the case with this condominium.

7. EXPANSION PLANS. The Declarant has reserved the right to expand the condominium in the future building 8 units initially, expanding to a total of 40.

8. FLOOR PLANS AND MAPS. The Declarant has provided a floor plan of the units being offered for sale and a map of the condominium which shows the location of a unit which you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on Page 6-1.

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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR HERON PLACE

WHEREAS, on August 11, 1997, a Declaration of Condominium for Heron Place was recorded in the office of Register of Deeds for Dodge County, Volume 931, page 714-744 inclusive, document No. 849125; and

WHEREAS, the Declarant for itself and its successors and assigns reserve the right to amend the Declaration from time to time in accordance with the requirements of the Declaration of Condominium for Heron Place ("Declaration"); and

WHEREAS, the Declarant has not yet sold any units contained within the property described as Heron Place Condominium ("Condominium");

NOW, THEREFORE, for good and valuable consideration, including above recitals, the Declaration of Condominium for Heron Place is herewith amended, superseded and replaced with the following Declaration of Condominium for Heron Place;

DECLARATION OF CONDOMINIUM FOR HERON PLACE

E P Stankowski LLC, a Wisconsin limited liability company, does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes). The said real estate and all improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as Heron Place Condominium ("Condominium"). The address of the Condominium shall be Building No. 1, Horicon Street, City View Subdivision, City of Horicon, State of Wisconsin.

E P Stankowski LLC (the "Declarant") owns certain land described in Exhibit A appended hereto. Declarant has improved the property by constructing thereon one (1) 8-family style residential buildings containing a total of eight (8) residential dwelling units, together with certain other improvements in connection therewith. Declarant reserves the right to expand the condominium by constructing an additional one (1) building containing up to eight (8) additional units for a total of sixteen (16) residential dwelling units as authorized under sec. 703.26, Wis. Stats. as more fully set forth in Article XIX. The property, together with all buildings and improvements including as expanded is hereinafter called the "Condominium". A survey of the land showing the boundaries of the Condominium and potential expansion land is contained in the First Addendum to the Heron Place Condominium plat. Declarant, the fee owner of the property,

further declares by this Declaration that the property and the improvements, subject to taxes and assessments not yet due and payable, municipal zoning ordinance, recorded easements and restrictions and other maintenance records are herewith submitted to the Condominium form of use and ownership as provided under the Condominium Act and this Declaration; establish and impose the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DECLARATION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

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

1. Eight (8) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a building contained within the boundaries of each such Unit as follows:

a. The vertical or perimetrical boundaries of the Unit shall be the plane of the exterior surface of the wall studs of the interior undecorated surfaces of the perimeter walls of the Unit, extending to an intersection with the upper and lower boundary; and the upper boundary of the upper Unit shall be the plane of the interior surface of the roof decking, and the lower boundary shall be the plane of the upper surface subfloor in the Unit; the upper boundary of a lower Unit shall be the plane of the interior surface of the ceiling wall surface and the lower boundary shall be the plane of the upper surface of the concrete foundation slab. Each Unit shall also contain all windows, window frames, doors, including all glass and locks in windows and doors appurtenant to the Unit together with the central air conditioning, water heater, furnace appurtenant and used exclusively for a Unit, and a garage to which the immediate access shall be made to the Unit.

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

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The building(s) and other improvements are shown on the site map and survey appended hereto as Exhibit B.

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

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

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

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

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS

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

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

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

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

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

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

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include an initial 1/8th undivided interest in the common elements, or such other fraction as is determined pursuant to Article XIX.

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

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

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

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

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

3. Declarant Control. Upon the Declarant conveying four (4) completed Units to purchasers which represents 25 percent of the undivided interest in the common elements upon completion of all authorized Units, the Association shall hold a meeting and the Unit owners other than Declarant shall elect at least 33-1/3 percent of the Board of Directors.

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

5. **Condominium Instruments**. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations and books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit. Any cost to reproduce these documents shall be borne by the requestor.

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

7. **Easements**. The Association shall have the right to grant permits, licenses and easements over the common elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways which are available for use by residents of adjacent lands whether or not owned or controlled by Declarant on the date hereof.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

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

owner's family, guests or invitees or any other occupants of the Unit; and (f) maintain exterior light fixtures. Notwithstanding the above, repairs to common elements shall be effected by the Association but paid for by the Unit owner if within this section.

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

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

4. **Decorations; Signs; Patios**. No Unit owner shall decorate or alter the common elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24". No awnings or enclosures shall be installed on patios or balconies without the consent of the Board of Directors. Fixed grills shall be allowed on patios or balconies or in green space reserved to a Unit on such terms and conditions as approved by the Association and all grills must be covered. Patios and balconies reserved to a Unit shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws and/or the City requirements.

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

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

ARTICLE VIII

ASSESSMENTS

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

2. **Liens.** If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees, court costs and filing fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

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

4. **Association Statements.** The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold;

provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessment and no such letter shall be required or given as to such Units. The seller of a Unit shall provide to the Association the name and address of the purchaser.

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

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence upon the initial sale of a Unit by the Declarant; provided that the monthly installment shall be prorated on a daily basis.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

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

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing and specify that any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and transient tenants are not permitted. A copy of each lease shall be submitted to the Association.

3. Pets. No animals, livestock, reptiles, poultry or birds of any kind shall be raised, bred or kept within the Condominium, except as hereinafter set forth. The Association may issue a permit to the occupant of a Unit to keep two (2) cats or two (2) medium-size dogs or one (1) cat and one (1) medium-size dog (no

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

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

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

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

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

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

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

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

11. **Acts Affecting Insurance**. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do

or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules nad Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

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

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

reasonable attorneys' fees and other expenses reasonably incurred; and

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

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

ARTICLE X

RECONSTRUCTION AFTER LOSS

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

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

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Document Number

AGREEMENT OF SHARED MAINTENANCE AND ACCESS EASEMENT

Document Title

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD

AUG 22 2000

at 11:54 o'clock A M.

Chris Planasch

CHRIS PLANASCH - Registrar

Recording Area

Name and Return Address

George E. Erwin, III
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

Parcel Identification Number

AGREEMENT OF SHARED MAINTENANCE AND ACCESS EASEMENT

WHEREAS, the undersigned, E P Stankowski LLC, a Wisconsin limited liability company ("Stankowski"), is the owner of certain real estate located in Dodge County, City of Horicon, State of Wisconsin, more particularly described as:

> Lot 1, 2 and 3 of Dodge County Certified Survey Map 4787, located in the Southwest Quarter of the Southeast Quarter of Section One, Township 11 North, Range 15 East, City of Horicon, Dodge County, Wisconsin; and

WHEREAS, Stankowski has currently established a condominium form of ownership for an existing eight unit building on Lot 3 of certified survey map (CSM) No. 4787 and has declared its intention to build a future eight unit building on Lot 1 of said CSM; and

WHEREAS, once the eight unit residential building is constructed on Lot 1 an access road is needed from Horicon Street to a future City View Boulevard; and

WHEREAS, Stankowski desires to establish mutual agreements concerning ingress, egress, disclaimers and responsibility for maintenance for said easement area in the event that Lot 1, Lot 2 and Lot 3 (collectively the "Property") are owned by different property owners in the future or there are different forms of ownership concerning the Property;

NOW, THEREFORE, in consideration of the above recitals, respective rights, interests and benefits to be derived from the mutual promises and combinations of actions detailed hereinafter, and other good and other valuable consideration, receipt whereof is

hereby acknowledged, the undersigned does bind itself and its respective successors and assigns as follows, to-wit:

1. Grant of Easement. Stankowski herewith establishes a perpetual easement for ingress and egress over the private roadway ("Roadway") to serve Lot 1 and Lot 3 of certified survey map No. 4787. Said Roadway is legally described on the attached Exhibits A1-A3 together with a diagram depicting the easement. Said Roadway shall enure to the benefit of Lot 1 and Lot 3, its respective successors, heirs, assigns, owners and invitees; this Roadway is superior and paramount to the rights of any party and their respective estate so created and is binding upon the owners of Lot 1, Lot 2 and Lot 3, their respective successors, heirs and assigns. This Roadway easement shall not be used for parking, and the owner of any parcel served by the Roadway, now or in the future, shall provide parking area for their respective guests and service personnel on areas other than in the Roadway. No owner of any parcel serviced by the Roadway, now or in the future, shall ever prevent or inhibit any other owner from utilizing such Roadway for ingress or egress to any parcel served by the Roadway so long as the person seeking ingress and egress are upon the Roadway with the actual or implied permission of the owner of any parcel serviced by the Roadway. Stankowski further agrees that the interest created hereby is a covenant and restriction that shall run with the land.

Each Parcel owner (of part thereof) of Lot 1 and Lot 3, their successors and assigns, recognize that they have a shared access

and that the continued use and maintenance of said Roadway may result in an encroachment upon the premises of the other, their respective heirs, successors and assigns, and same shall be understood and agreed to be, and constitute a perpetual easement, which shall run with the land and which will bind the parties, their respective heirs, successors and/or assigns and specifically subject to the duties, responsibilities and undertakings contained herein.

2. **Maintenance.** The Roadway shall be constructed in a first class condition and shall be maintained by Stankowski, its successors or assigns. The owner of Lot 2 of Certified Survey Map 4787, its successors or assigns, shall not be responsible for the maintenance of the Roadway easement. Heron Place Condominium Homeowners Association, Inc., its successors or assigns, shall be responsible for maintaining that portion described on Exhibit A-1. Stankowski shall be responsible for maintaining that portion described on Exhibit A-2, and both parties shall be responsible for maintaining that portion described on Exhibit A-3. The paved Roadway easement shall be maintained as above delineated in a good and attractive condition and shall be repaired as necessary to keep it in a smooth condition and potholes shall be promptly repaired. As a matter of routine maintenance, the Roadway shall be resurfaced not less frequently than every twenty (20) years. Each of the parties above referenced shall be responsible for their delineated share of the cost of such future maintenance.

3. **Insurance.** The owners of Lot 1 and Lot 3 of Certified Survey Map 4787, their respective successors and assigns, shall secure general commercial liability insurance on their respective parcels and jointly insure that portion of the Roadway easement located on Lot 2 as described below. As to Lot 3, Heron Place Condominium Owners Association, Inc., shall maintain such insurance and Stankowski, his successor or assigns, shall maintain insurance as to Lot 1. Any such insurance shall name the abutting parcel owner as an additional insured and shall insure against any claim for injury to person or property attributable to an owners use and enjoyment of the Roadway. Without limiting the required insurance coverage, it is the agreement of the Parcel owners that each is not responsible for the acts or omissions of the other owner in regard to the use and maintenance of the Roadway. Each Parcel owner indemnifies and holds harmless the other as to that owner or its invitees acts or omissions in the use and enjoyment of the Roadway. Each Parcel owner to the extent of insurance coverage, waives any right as against the other to assert claims arising from any deficiency in the maintenance of the Roadway.

4. **Disputes.** If there is any dispute as to the need to maintain the Roadway, the Parcel owners agree to resolve that dispute by consulting with a mutually acceptable contractor who shall inspect the asserted deficiencies in the maintenance of the Roadway. If either party does not agree with that assessment, the other party may incur the cost or expense subject to the right to seek reimbursement as provided above. The owners of Lot 1 and Lot

3 of Certified Survey Map 4787, their successors and assigned (hereinafter "Lot 1" or "Lot 3"),shall indemnify and defend the owner of Lot 2 of Certified Survey Map 4787, its officers, agents, employees, successors and assigned (hereinafter "Lot 2"), from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and reasonable legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Roadway easement by Lot 1 or Lot 3, or their agents, contractors, subcontractors, invitees or employees.

Lot 1 and Lot 3 shall maintain in effect at all times during the term of this document a policy of commercial general liability insurance naming Lot 2 and its lender if requested as an additional insured. This policy shall insure against injury to property, person, or loss of life arising out of Lot 1 and Lot 3's use, occupancy, or maintenance of the Roadway easement, with limits of coverage that are at levels customarily maintained by businesses in the community in which the Roadway easement is located. For each year in which this document is in effect, Lot 1 and Lot 3 shall provide Lot 2 and the other parties designated by Lot 2, if any, with a copy of the insurance policy endorsement or wording showing that Lot 2 and the parties have been added as additional insureds. The policy shall contain a supplemental endorsement

covering contractual liability voluntarily assumed by the insured under this document. Insurance required of Lot 1 and Lot 3 under this document shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to Lot 2 and the holder of any mortgage against Lot 2. Lot 1 and Lot 3 shall deliver to Lot 2 copies of the policies or certificates evidencing the existence and all amounts of the insurance with loss payable clauses satisfactory to Lot 2. No such policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to Lot 2. At least 15 days before the expiration of Lot 1 or Lot 3's policies, Lot 1 and Lot 3 shall furnish Lot 2 with renewals or "binders" of the policies, or Lot 2 may order such insurance and charge the cost to Lot 1 and Lot 3. Lot 1 and Lot 3 shall not do or permit anything to be done that will invalidate the insurance policies furnished by Lot 1 and Lot 3. Lot 2 may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practices.

5. **Default.** In the event any Parcel owner subject to this agreement fails to pay its share of the cost to maintain the Roadway, the other shall be entitled to seek and assert the right to recover the cost in a court of competent jurisdiction. As an item of damage, the prevailing Parcel owner shall be entitled to recover interest at 12 percent from the date that the shared cost should have been reimbursed to the other Parcel owner. The

prevailing Parcel owner in any reimbursement claim shall also be entitled to recover reasonable attorney's fees incurred in obtaining or defending against the reimbursement.

6. **Rights of Lot 2 of Certified Survey Map _____.** The owner of Lot 2, its successors and assigns, shall have the right to grant a perpetual and nonexclusive public utility easement over a portion of the Roadway easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, cable television, gas and electric services under the surface of the Roadway.

7. **Parcel Owner.** Lot 1, Lot 2 and Lot 3 of CSM 4787 are currently owned by Stankowski. Stankowski intends to convey individual condominium units of ownership in Lot 3 based on the condominium form of ownership currently existing. Those individual lot owners shall be represented by the Heron Place Condominium Owners Association, Inc. with respect to future responsibility to perform pursuant to this Agreement. Parcel owner, for that purpose, and as used herein, shall be the Heron Place Condominium Owners Association, Inc. upon conveyance of the first such condominium unit. As to Lot No. 1, Stankowski is currently the owner and any future responsibility shall be borne by Stankowski, its successors and assigns and shall thereafter be defined as Parcel owner as herein created.

8. **Recordation.** This document must be legally recorded with the Register of Deeds office in Dodge County.

9. **Amendment.** This agreement may be amended only by writing signed by the parties hereto, their respective successors and/or assigns. In order to bind Lot No. 3 the Heron Place Condominium Owners Association, Inc. shall execute this agreement. In order to bind Lot 1 or Lot 2, Stankowski and/or his successors and assigns shall execute this agreement and the rights duly created hereby shall run with the land, shall be binding upon and enuring to the benefit of the Parcel owners, their respective successor and assigns and all parties having or subsequently obtaining an interest in the Property referenced above.

Dated this 21 day of August, 2000.

E P STANKOWSKI LLC

By: Patricia M. Stankowski
Managing Member

Personally came before me this 21st day of August, 2000, the above named PATRICIA M. STANKOWSKI, Managing Member of E P Stankowski LLC, a Wisconsin limited liability company, to be known to be the person executing the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission 4/14/2002

This document drafted by
and after recording return to:

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

easeagr.hp

EXHIBIT A-1

ACCESS EASEMENT DESCRIPTION
(Part of Lot 1, to benefit Lot 3)

August 7, 2000

A part of Lot 1, Dodge County Certified Survey Map No. 4787 located in the SW 1/4 of the SE 1/4 of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of Lot 1 Certified Survey Map No. 4065; then N. 2° 28' 22" W., along the East line of said Lot 1, 196.79 feet to the point of beginning; then continuing N. 2° 28' 22" W., along said East line 13.01 feet; then West, 140.60 feet; then S. 22° 11' 12" E., 48.81 feet; N. 17° 55' 28" E., 33.84 feet; then East, 112.31 feet to the point of beginning.

Said parcel contains 2,176 square feet.

EXHIBIT A-2

ACCESS EASEMENT DESCRIPTION
(Part of Lot 2, to benefit Lots 1 and 3)

August 7, 2000

A part of Lot 2, Dodge County Certified Survey Map No. 4787 located in the SW 1/4 of the SE 1/4 of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of Lot 1 Certified Survey Map No. 4065; then S. 89° 59' 17" W., along the South line of said Lot 1, 140.00 feet; then 44.79 feet along the arc of a curve to the left having a 296.79 foot radius and being subtended by a 44.74 foot chord bearing N. 52° 51' 01.5" W. to the point of beginning; then continuing 26.62 feet along the arc of a curve to the left having a 296.79 foot radius being subtended by a 26.61 foot chord bearing N. 59° 44' 36.5" W.; then N. 17° 55' 28" E., 169.90 feet; then S. 22° 11' 12" E., 40.36 feet; then S. 17° 55' 28" W., 144.42 feet to the point of beginning.

Said parcel contains 4,077 square feet.

Also:

A part of Lot 2, Dodge County Certified Survey Map No. 4787 located in the SW ¼ of the SE ¼ of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follow:

Commencing at the southeast corner of Lot 1, Dodge County Certified Survey Map No. 4065; then N. 2° 28' 22" W., along the East line of said Lot 1, 209.80 feet to the South line of Lot 3 Dodge County Certified Survey Map No. 4787; then West, along said South line, 140.60 feet to the southwest corner of said Lot 3 and the point of real beginning; continuing West along said South line extended, 10.86 feet to the southwest corner of pavement; then N. 2° 28' 22" W., 29.81 feet to the westerly line of said Lot 3; then S. 22° 11' 12" W., along said westerly line, 32.16 feet to the point of beginning.

Said parcel contains 162 square feet.

EXHIBIT A-3

ACCESS EASEMENT DESCRIPTION
(Part of Lot 3, to benefit Lot 1)

August 7, 2000

A part of Lot 3, Dodge County Certified Survey Map No. 4787 located in the SW 1/4 of the SE 1/4 of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of Lot 1 Certified Survey Map No. 4065; then N. 2° 28' 22" W., along the East line of said Lot 1, 209.80 feet to the point of beginning; then continuing N. 2° 28' 22" W., along said East line 208.54 feet to the South line of Horicon Street; then West, along said South line, 30.03 feet; then S. 2° 28' 22" E., 195.53 feet; then West, 115.31 feet; S. 22° 11' 12" E., 14.04 feet; then East, 140.60 feet to the point of beginning.

Said parcel contains 7,724 square feet.

ARTICLE IX
Dissolution

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amount to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-Laws.

Executed in duplicate this ____ day of _____, 1997.

_____
Ervin E. Stankowski, Incorporator

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

This instrument was acknowledged before me this _____ day of _____, 1997, by Ervin E. Stankowski.

_____
Notary Public, State of Wisconsin
My Commission _____

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

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

This instrument must be recorded in Dodge County

DFI/CCS/Corp
Fm 3 (7/96)

United States of America

24 JUN 1997

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF INCORPORATION
of

HERON PLACE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on the date above written.

Department of Financial Institutions
State of Wisconsin

Richard L. Dean, Secretary
Department of Financial Institutions

ANNUAL REPORT Corporations formed under Ch. 181 of the Wisconsin Statutes are required to file an annual report with the Department of Financial Institutions.

Form to Use DFI/CCS/Corp Form 17. Blank report forms are mailed to the corporation, c/o its registered agent at the agent's address on record with the department, and are distributed during the calendar quarter in which the report is due.

When to File The DUE DATE is fixed by the calendar quarter within which the organization was incorporated. If, for example, the incorporation date is May 26, the due date for the report is the last day of that quarter, June 30.

Where to File By mail, to WISCONSIN CORPORATION ANNUAL REPORT, at the address indicated on the report form, or at the department's office at 30 W. Mifflin St, Madison.

REGISTERED AGENT and AGENT'S ADDRESS Each corporation is required to continuously maintain a registered agent who resides in Wisconsin. The initial agent and agent's address were set forth in the articles of incorporation, but may be changed by filing a written change statement with the department. Request DFI/CCS/Corp Form 113 from DFI, P O Box 7846, Madison WI, 53707, or make the change in the space provided on the annual report form.

The above requirements are statutory, and further, it is important that the agent and agent's address be kept current, as annual report forms, notices and other official communications are directed to the corporation through its registered agent on record with the department.

REPORTING REQUIREMENT FOR CHARITABLE ORGANIZATIONS THAT SOLICIT CONTRIBUTIONS Notice is hereby given, pursuant to s. 181.32(2), Wis. Stats., that a NONSTOCK, NONPROFIT corporation engaged as a charitable organization and soliciting contributions, is subject to reporting requirements with the Wisconsin Department of Regulation & Licensing, pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write for further information and filing requirements to: WISCONSIN DEPARTMENT OF REGULATION & LICENSING, Attn: Charitable Organizations, P O Box 8935, Madison WI, 53708. Phone (608) 267-7132.

- Printed on Recycled Paper -

12/00

HERON PLACE CONDOMINIUM ASSOCIATION
OPERATING BUDGET
2000-2001

Expenses	1998 Actual	1999 Actual	2000 Budget	Per Mo/Per Unit
Insurance	$1,152.70	$1,277.00	$1,300.00	$13.54
Tax Preparation	-0-	-0-	100.00	1.04
**Management & Maintenance	2,400.00	2,400.00	2,400.00	25.00
Miscellaneous Supplies	-0-	-0-	48.00	.50
Snow Removal	280.00	443.00	400.00	4.17
Water/Sewer	1,029.00	1,756.00	1,800.00	18.75
TOTAL	$4,861.70	$5,876.00	$6,048.00	$63.00

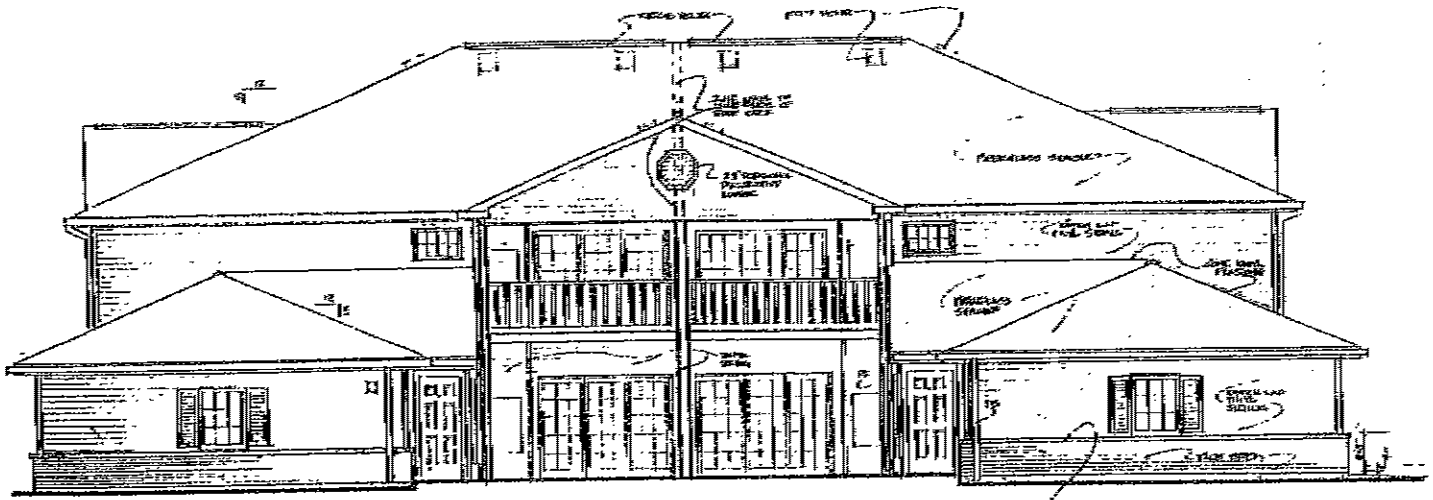
**Provided by EP Stankowski LLC

Monthly Maintenance Fees of $63.00 due on the 1st of the month made payable to:

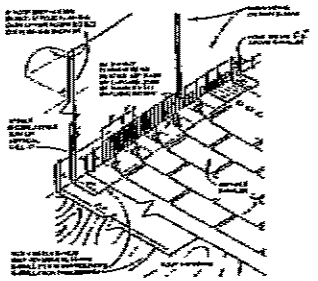
Heron Place Condominium Association
326 N. Lake Road #1A
Oconomowoc, WI 53066

Heron Place Caretaker:
Chris Mireski - Unit #5
920-485-9801 (home)
920-576-3558 (pager) Emergency Only

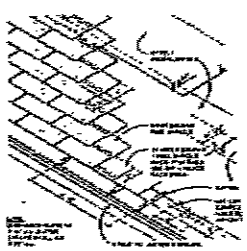
horicon.bdg



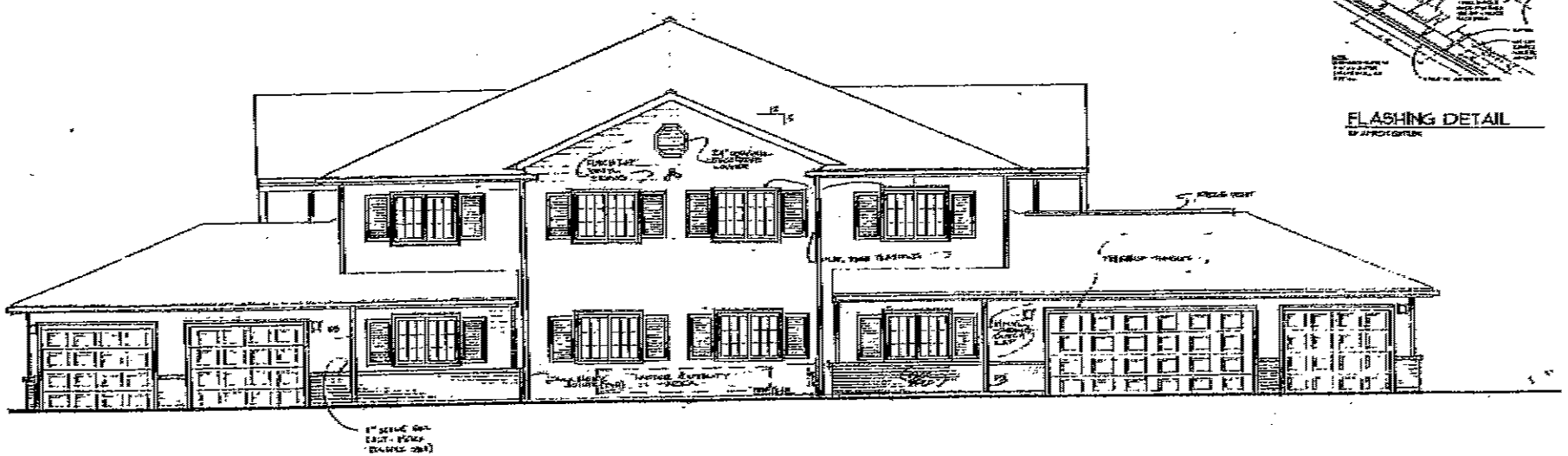
FRONT ELEVATION



INTERSECTION DETAIL



FLASHING DETAIL



SIDE ELEVATION

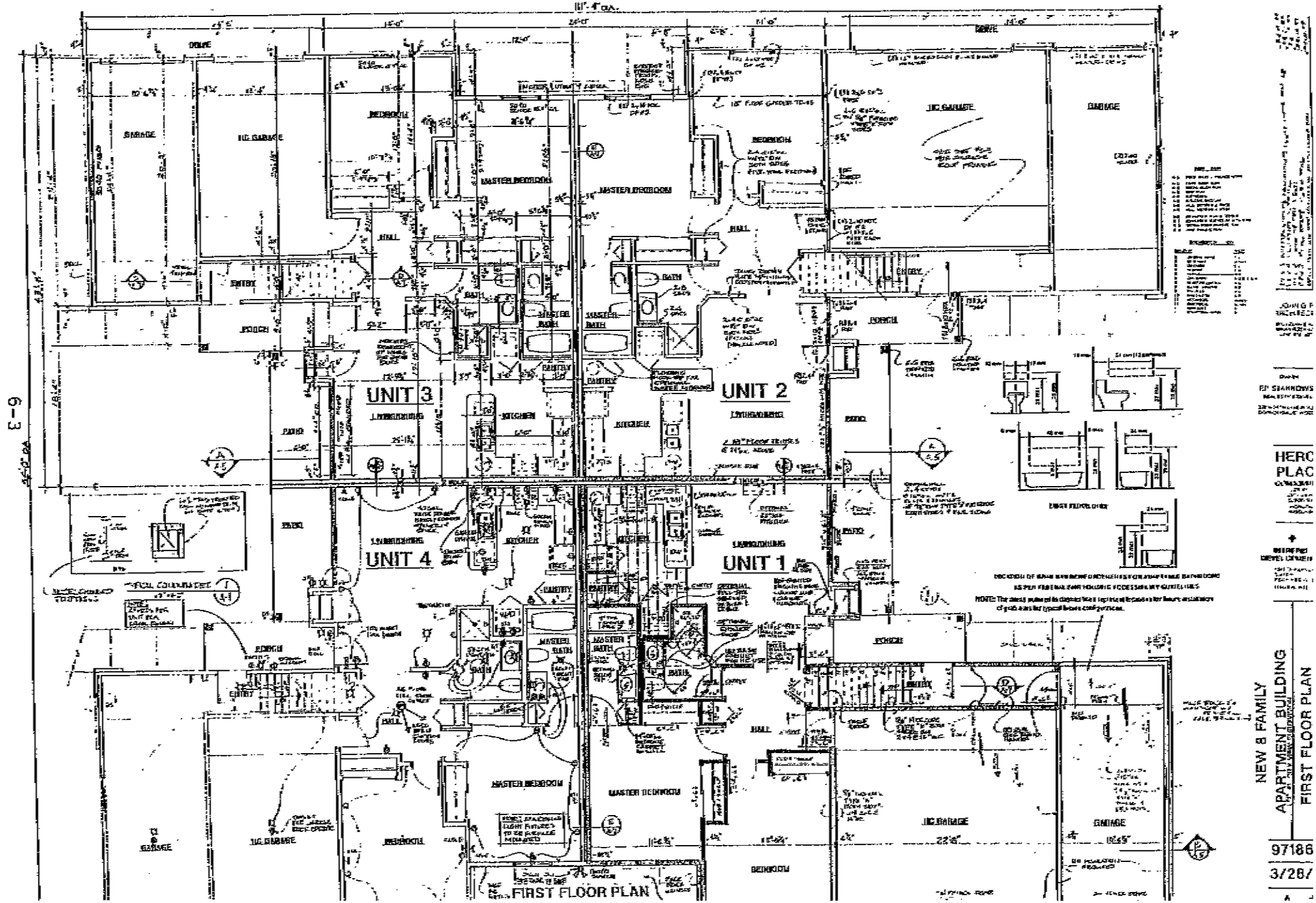
9-2

NEW 8 FAMILY
APARTMENT BUILDING
ELEVATIONS

97186

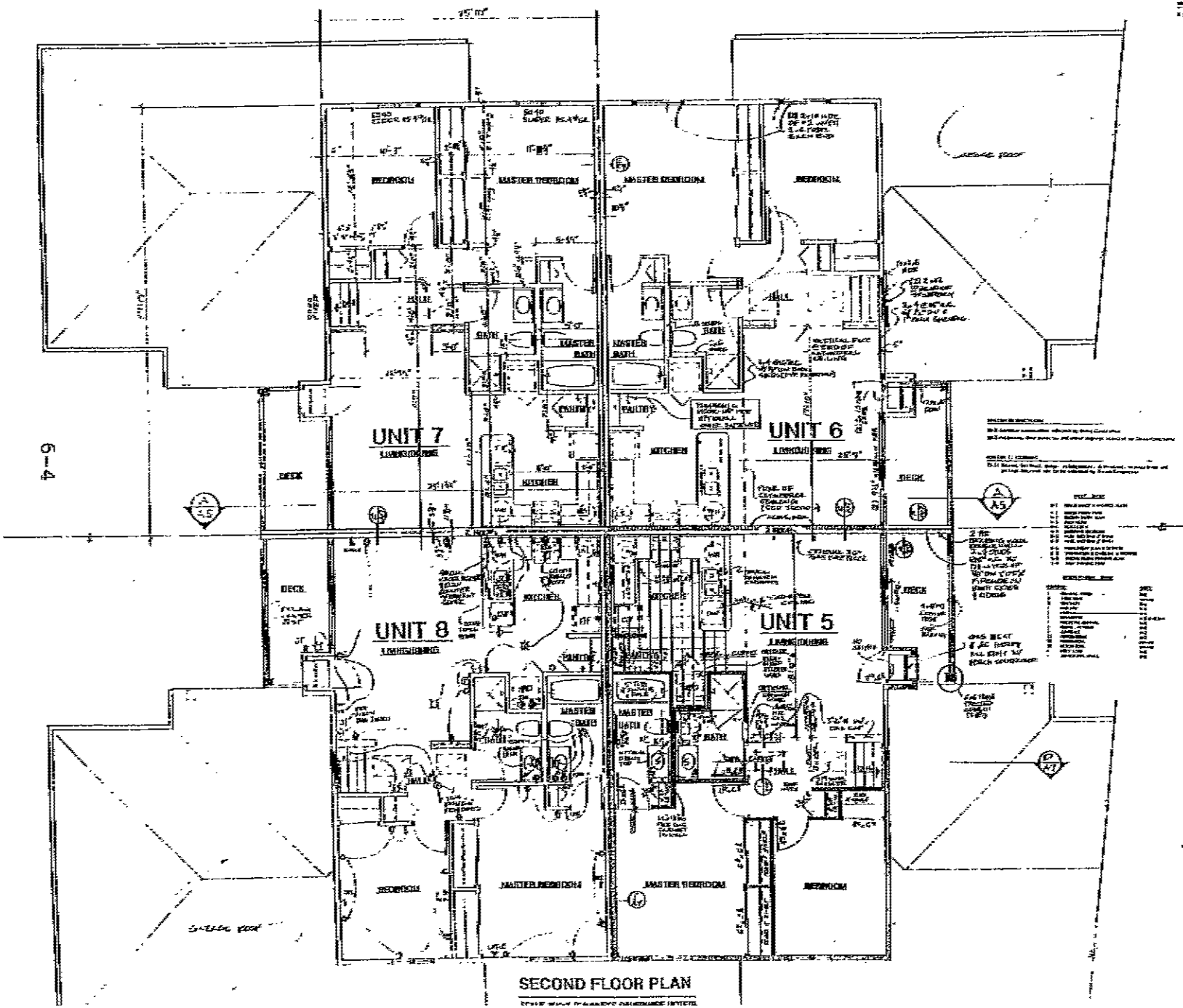
3/28/

A-1



NEW 8 FAMILY
APARTMENT BUILDING
FIRST FLOOR PLAN

97186
3/28/



6-4

NEW 8 FAMILY
APARTMENT BUILDING
SECOND FLOOR PLAN

9718
3/28/
A_

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

846688

VOL 925 PAGE 986

97 JUN 18 P 1:05

ARTICLES OF INCORPORATION
OF
HERON PLACE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.

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

ARTICLE I
Name

The name of the Corporation shall be Heron Place Condominium Homeowner's Association, Inc.

ARTICLE II
Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III
Purposes

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

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

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

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

STATE OF WISCONSIN
FILED
JUN 24 1997
DEPARTMENT OF
FINANCIAL INSTITUTIONS

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD
JUN 26 1997
at 9:24 o'clock A.M.
Doris Westra
DORIS WESTRA - Registrar

H029873

ARTICLE IV
Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the By-Laws of the Corporation, including without limitation, the following:

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

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

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

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

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

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

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

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

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

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

ARTICLE V
Members

There shall be one class of member designated as "Unit Owners". The rights and qualifications of members are set forth in the By-Laws of the Corporation.

ARTICLE VI
Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 326 North Lake Road, Unit 1A, Oconomowoc, Wisconsin 53066, and the initial registered agent shall be Ervin E. Stankowski. The address of the initial registered agent is 326 North Lake Road, Unit 1A, Oconomowoc, Wisconsin 53066.

ARTICLE VII
Directors

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

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

Ervin E. Stankowski
326 North Lake Road
Unit 1A
Oconomowoc, WI 53066

Patricia M. Stankowski
326 North Lake Road
Unit 1A
Oconomowoc, WI 53066

Orval Stankowski
W276 S44440 Elk valley Court
Waukesha, WI 53186

ARTICLE VIII
Incorporator

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

Ervin E. Stankowski
326 North Lake Road
Unit 1A
Oconomowoc, WI 53066

ARTICLE IX
Dissolution

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amount to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-Laws.

Executed in duplicate this 16 day of June, 1997.

Ervin E. Stankowski

Ervin E. Stankowski, Incorporator

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

This instrument was acknowledged before me this 16 day of June, 1997, by Ervin E. Stankowski.

Kim D. Shapiro

Notary Public, State of Wisconsin
My Commission expires 6-3-01

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

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

This instrument must be recorded in Dodge County

VOL 1090 PAGE 731

24

815419

Document Number

REMOVAL INSTRUMENT FOR DECLARATION OF CONDOMINIUM FOR HERON PLACE

Document Title

Office of Register of Deeds
Dodge County, WI
RECEIVED FOR RECORD

AUG 22 2000

at 11:54 o'clock A M.

Chris Planasch

CHRIS PLANASCH - Registrar

Recording Area

Name and Return Address

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

Parcel Identification Number

REMOVAL INSTRUMENT FOR DECLARATION OF CONDOMINIUM FOR HERON PLACE

This removal instrument is effective this 18th day of August, 2000, for Heron Place, a condominium organized and existing pursuant to Wisconsin Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes), by E P Stankowski LLC, a Wisconsin limited liability company, as Declarant.

WHEREAS, on August 11, 1997, a Declaration of Condominium for Heron Place was recorded in the Office of Register of Deeds for Dodge County, Volume 931, Page 714-744 inclusive, Document No. 849125; and

WHEREAS, the Declarant for itself and its successors and assigns reserves the right to amend the Declaration from time to time in accordance with the Declaration of Condominium for Heron Place ("Declaration"); and

WHEREAS, the Declarant has not yet sold any units contained within the property described as Heron Place Condominium ("Condominium"); and

WHEREAS, pursuant to the authority vested by Wisconsin statutes and in particular Wis. Stats. sec. 703.28 of the Condominium Ownership Act the actions taken hereunder are authorized.

NOW, THEREFORE, for good and valuable consideration including the above recitals, the following actions are taken:

1. **Partial Removal from Provisions of Wisconsin Chapter 703.** E P Stankowski, LLC, a Wisconsin limited liability company, did heretofore establish a condominium form of ownership for the real estate described on the attached Exhibit A. Said real estate is located on Horicon Street, City View Subdivision, City of Horicon, Dodge County, State of Wisconsin. By this instrument E P Stankowski, LLC removes the portion of that real estate legally described on the attached Exhibit B from the provisions of Wisconsin Chapter 703. By a separate amendment to Declaration, the Declarant reserves the right to expand the condominium form of real estate to the lands described on the attached Exhibit D which is part of the lands described on Exhibit B.

2. **Certification of All of the Unit Owners.** E P Stankowski LLC ("Declarant") certifies that it owns all of the property that is referenced in the attached Exhibit A and therefore is empowered to remove all or a portion of the property from the provisions of Wisconsin Chapter 703. Declarant certifies that all necessary parties have consented to the removal of the property described in Exhibit B from the Condominium Ownership Act.

3. **Mortgagee's Consent.** The Declarant further certifies that attached hereto is the consent of all mortgage or other

lienholders and that the mortgage or other lienholders interest of is herewith transferred to the property described in Exhibit B as if the Declaration of Condominium for Heron Place had never existed.

4. **Statement of Intent**. The Declarant by removing the lands described on Exhibit B from the Condominium Ownership Act intends to complete a condition precedent to the filing of a new Certified Survey Map for the property. The Declarant by separate Condominium Plat establishes an amended condominium form of ownership limited to the lands described on Exhibit C which consist of an existing eight unit building, with the right to expand the condominium form of ownership to the lands described on Exhibit D upon which lands could be built one (1) additional eight unit building.

5. **Amendment to Percentage of Common Ownership**. The Declaration of Condominium for Heron Place specifically established at Article I 40 separate freehold estates. By separate instrument Article I was modified to provide that there shall now be eight separate freehold estates consisting of the eight initially constructed units. Under Article V concerning percentage of ownership in common elements a total potential 16 units could be built of which only eight are currently built. Accordingly, unless the condominium expands, as provided by Wisconsin Statutes, to said 16 units, ownership of each unit includes an one-eighth undivided interest in the common elements as more fully described in Article V of the First Amendment to Declaration of Condominium for Heron Place.

6. **Condominium Association**. The Declarant affirms that the Heron Place Condominium Homeowner's Association, Inc. has not been activated and no dues have been assessed or collected. The first unit sold shall trigger the establishment of an initial budget and assessment process.

Executed at this 17 day of August, 2000.

E P STANKOWSKI LLC

By: Patricia M. Stankowski
Managing Member

Signature of Patricia M. Stankowski, Managing Member of E P Stankowski, LLC, authenticated this 17 day of August, 2000.

George B. Erwin, III
Member, State Bar of Wisconsin
My Commission is permanent

MORTGAGEE CONSENT/APPROVAL

The undersigned is the mortgagee of the property previously subject to the Declaration of Condominium for Heron Place and herewith consents to the removal of the property referenced on Exhibit B from the Declaration of Condominium for Heron Place and from the provisions of Chapter 703 (Condominium Ownership Act).

MORTGAGEE:
Horicon State Bank

By: _____
Authorized Representative
Jay Vanden Bogart, Sr. V.P.

Subscribed and sworn to before me
this 18th day of AUGUST, 2000.

_____
Notary Public-State of Wisconsin
My Commission 11/24/02

This instrument drafted by and upon
recording should be returned to:
George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road, Suite 1175
Milwaukee, WI 53226

removal.hp

EXHIBIT A
Legal Description of Entire Condominium Project

Lot 1 Certified Survey Map No. 4065 as recorded in Volume 25 of Certified Surveys, pages 112-116 as Document No. 843366; being a part of Lot 1 of Cityview Subdivision, City of Horicon, Dodge County, Wisconsin.

Tax Parcel No. 236-1648-00100

appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess the appropriate Unit owners for such deficit as part of the common expenses.

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

(b) In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than the cost of completing repair or reconstruction, the Association by vote of at least 75 percent of all Unit owners may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether or repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association determines not to repair or reconstruct, the Property which is destroyed or damaged shall be deemed to be owned in common by the Unit owners in proportion to their respective undivided percentage interests in the common elements and such damages or destroyed property shall be subject to an action for partition at the suit of any Unit owner, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or, as the case may be, among all the Unit owners whose Units are destroyed or damaged a percentage equal to one divided by the number of affected owners, after first paying out of the share of each such affected Unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each such affected Unit owner.

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

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

ARTICLE XI

INSURANCE

The Association shall be required to obtain and maintain, to the extent obtainable, fire hazard insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by Unit owners), together with all heating equipment and other service machinery contained therein, and all limited common elements; such insurance shall cover the Property and shall name as insureds the Association, and all Unit owners and their mortgagees and land contract vendors, as their interest may appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation, with inflation guard endorsement, if available. Each policy shall provide that proceeds shall be payable to the Association for all Unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association.

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

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine (provided that

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

By acceptance of the deed to his Unit, each Unit owner shall be deemed to have appointed the Association as his attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

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

ARTICLE XII

RIGHTS OF DECLARANT

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

the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

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

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

b. may use the common elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a building are sold), showing the Condominium or maintaining signs;

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

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

ARTICLE XIII

RIGHTS OF MORTGAGEES

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

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

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

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

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

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

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

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

ARTICLE XIV

AMENDMENT OF DECLARATION

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

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

a. Voting rights;

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

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

d. Insurance or fidelity bonds;

e. Responsibility for maintenance and repair;

f. Redefinition of any unit boundaries;

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

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

i. Leasing of Units;

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

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

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

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

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

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

ARTICLE XV

REMEDIES FOR VIOLATION BY UNIT OWNER

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

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Ervin E. Stankowski at 326 North Lake Road, Unit 1A, Oconomowoc, Wisconsin 53066, as initial registered agent for the Association. Any change in the person or location for the services of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the State of Wisconsin Department of

Financial Institutions in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVII

RIGHT OF ENTRY

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

ARTICLE XVIII

CONSTRUCTION AND EFFECT

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

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

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

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

5. **Deemed Interests**. Wherever in this Declaration a specified percentage of Unit owners or common element interests is

required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own sixteen (16) interests regardless of the status of completion, less any interests for Units already conveyed at the time of such determination.

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

ARTICLE XIX

EXPANDING CONDOMINIUM

1. Annexation of Condominium Property. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium by annexing to the plan of Condominium which is the subject to this Declaration, in ne or more stages, at any time prior to the expiration of ten years after the date of recording of the Declaration (August 11, 1997), all or any portion of the real property which is described as Exhibit A-2 which is attached hereto, and incorporated herein. The real property that is subject to annexation is designated as "Expansion Property" on the Condominium Plat. The general outlines and locations of the buildings and Units that may be constructed thereon are shown on said Plat. To the extent not prohibited by applicable law, Declarant reserves the right to change the number, size, location and/or dimensions of the building and Units to be constructed on the property described on Exhibit A-2.

2. Restrictions and Conditions Applicable to Annexed Property. The maximum number of Units which may be added as a result of the annexation of the real property described in Exhibit A-2 is eight (8) Units, for a maximum total of sixteen (16) Units. The Units added, and their owners, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with this Declaration and/or By-Laws.

3. Change in Fractional or Percentage Interest. In the event of Unit(s) pursuant to an annexation as set forth above, the

fractional or percentage Common Element interest, the fractional interest for voting purposes, the liabilities for common expenses (subject to the provisions of this Declaration relating to commencement of assessments) and the right to common surpluses appurtenant to each Unit following the addition of such property to the Condominium shall be that fraction using the number 1 as the numerator and using the total number of Units subject to this Declaration, including the Unit(s) added pursuant to such annexation, as the denominator.

4. Voting Rights. Following the addition of Unit(s) pursuant to annexation, the number of votes appurtenant to each Unit subject to this Declaration, including the added Unit(s), shall be one (1).

5. Procedures for Annexation. The right of annexation created and reserved herein to Declarant, its successors and assigns, shall be exercised by recording one or more amendments to this Declaration and one or more Addendums to the Condominium Plat in the manner and form required by Wisconsin Statutes sec. 703.26. By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit and each assignee or successor in title to such Unit shall, in the event of annexation as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the Common Elements, the liabilities for common expenses and the rights to common surpluses, and to the adjustment of the total number of votes, and Declarant, its successors and assigns, shall have, in the event of such annexation, the right, power and authority to execute, deliver and record in the office of the Register of Deeds for Dodge County, Wisconsin, on its own behalf and on behalf of the grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the percentage or fractional undivided interest in the Common Elements, the liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association. Any and all annexation amendments to this Declaration may be executed by the Declarant, and/or its successors and assigns, alone, and shall not be subject to the provisions of Article XIV of this Declaration.

6. Consent of Unit Owners and Power of Attorney. Each Owner of a Condominium Unit shall be deemed by acceptance of a deed to any Unit to agree, approve and consent to the aforesaid annexation, or series of annexations, or to any part thereof, and the aforesaid adjustment in and to the percentages of the undivided interest in the Common and Limited Common Elements and facilities pertaining to each Unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of amendments to this Declaration with respect

thereto in conformance with this section. Nothing contained herein shall be deemed to place any obligation whatsoever on the Declarant, its successors and assigns, with respect to accomplishment of any annexation of the aforesaid property, or construction of any Condominium Units thereon, nor shall anything contained herein be deemed to grant or create a right to Unit Owners under this Declaration with respect to such annexation or construction of Units. The condominium, if and when expanded to sixteen (16) Units, may or may not include all of the land described in Exhibit A-2.

Executed at Wauchosa, Wisconsin, this 16 day of August, 2000.

E P STANKOWSKI LLC

By _____
Managing Member

Signature of Patricia M. Stankowski authenticated this 17 day of August, 2000.

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

MORTGAGEE CONSENT/APPROVAL

The undersigned is the mortgagee of the property previously subject to the Declaration of Condominium for Heron Place and herewith consents to the First Amendment to Declaration of Condominium for Heron Place.

MORTGAGEE: Horicon State Bank,

By: _____ Sr. V.P.
Authorized Representative
JAY VANDENBOGART, Sr. V.P.

Subscribed and sworn to before me
this 18th day of AUGUST, 2000.

_____
Notary Public-State of Wisconsin
My Commission 11/24/02

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

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

EXHIBIT A

Legal Description

Amended Condominium Description

A part of Lot 1, Dodge County Certified Survey Map No. 4065 located in the the SW¼ of the SE¼ of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follow:

Commencing at the southeast corner of said Lot 1; then N. 2° 28' 22" W., along the East line of said Lot 1, 209.80 feet to the point of real beginning; continuing N. 2° 28' 22" W., along said East line, 208.54 feet to the South Line of Horicon Street; West, along said South line, 41.82 feet; then 165.26 feet along the arc of a curve to the left having a 357.00 foot radius and being subtended by a 163.79 foot chord bearing S. 76° 44' 18.5" W.; then S. 22° 11' 12" E., 184.43 feet; then East, 140.60 feet to the point of beginning.

Said parcel contains 34,966 square feet.

EXHIBIT A-1

Legal Description of Expansion Property

A part of Lot 1, Dodge County Certified Survey Map No. 4065 located in the the SW¼ of the SE¼ of Section 1, T. 11 N., R. 15 E., City of Horicon, Dodge County, Wisconsin, more particularly described as follow:

Commencing at the southeast corner of said Lot 1; then S. 89° 59' 17" W., along the South line of said Lot 1, 140.00 feet; then 44.79 feet along the arc of a curve to the left having a 296.79 foot radius and being subtended by a 44.74 foot chord bearing N. 52° 51' 21.5" W.; then N. 17° 55' 28" E., 144.42 feet; then N. 22° 11' 12" W., 48.81 feet; then East, 140.60 feet to the East line of said Lot 1; then S. 2° 28' 22" E., 209.80 feet to the point of commencement.

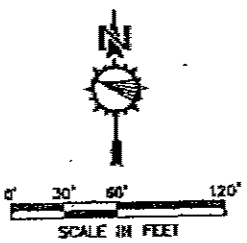
Said parcel contains 30,721 square feet.

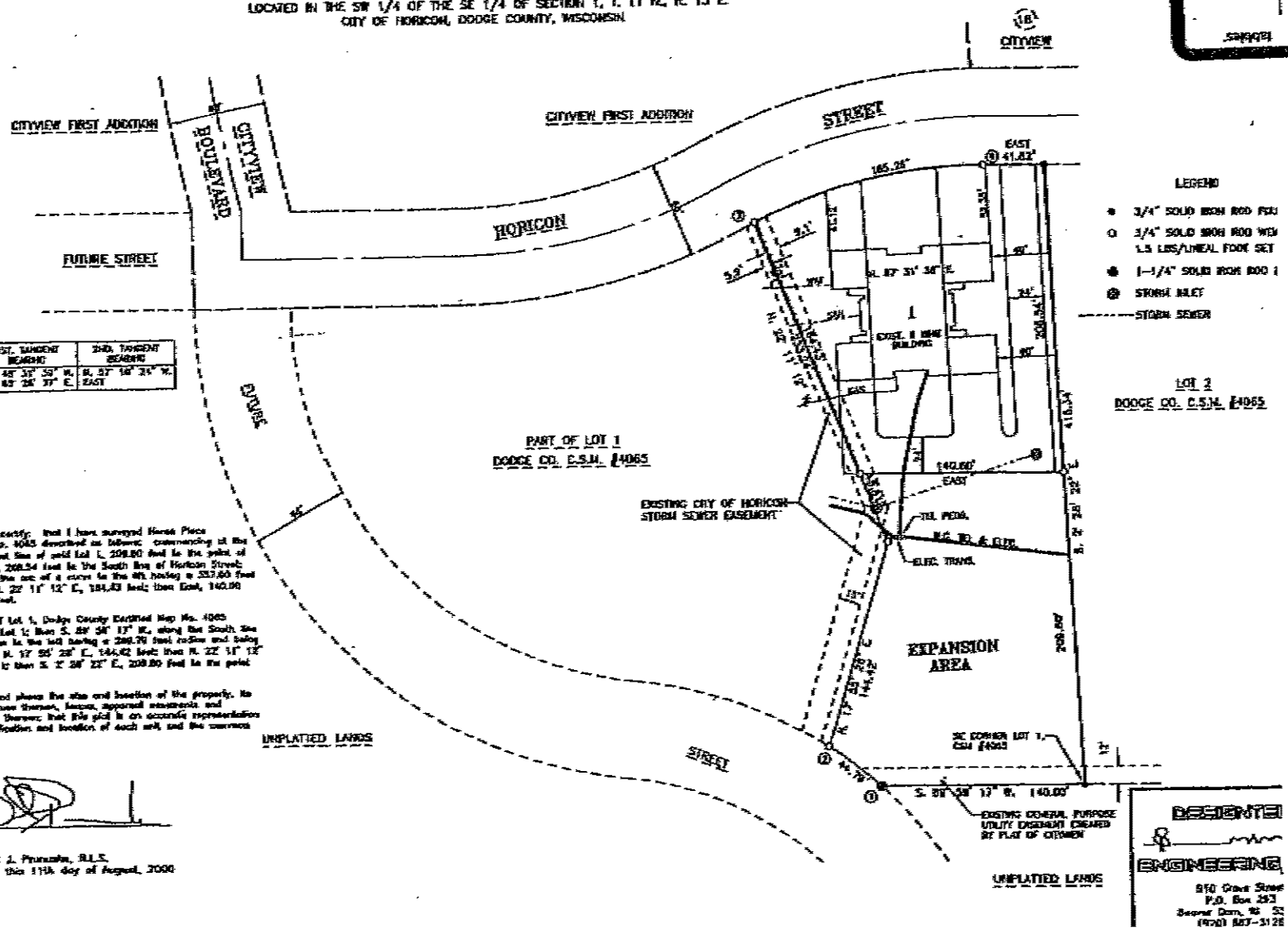
VOL 1090 PAGE 766

EXHIBIT B-7

FIRST ADDENDUM TO HERON PLACE CONDOMINIUM

PART OF LOT 1, DODGE COUNTY CERTIFIED SURVEY MAP NO. 4065
LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 1, T. 11 N., R. 15 E.
CITY OF HORICON, DODGE COUNTY, WISCONSIN





CURVE DATA

CURVE NO.	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	EST. TANGENT BEARING	2ND. TANGENT BEARING
1 – 2	284.29'	43.31'	N. 22° 21' 21.5" W.	8° 43' 42"	N. 48° 33' 59" W.	N. 57° 56' 24" W.
3 – 4	257.00'	143.79'	N. 74° 44' 18.5" E.	32° 31' 33"	N. 63° 28' 37" E.	EAST

SURVEYOR'S CERTIFICATE

State of Wisconsin)
Dodge County) SS

Daniel J. Pramuske, land surveyor of the State of Wisconsin, hereby certify: that I have surveyed Heron Place Condominium, a part of Lot 1, Dodge County Certified Survey Map No. 4065 described as follows: commencing at the southeast corner of said Lot 1; then N. 2° 28' 23" W., along the East line of said Lot 1, 208.80 feet to the point of beginning; then continuing N. 2° 28' 23" W., along said East line, 208.54 feet to the South line of Horicon Street; then West, along said South line 41.62 feet; then 185.26 feet along the arc of a curve to the left having a 257.00 foot radius and a 143.79 foot chord bearing S. 74° 44' 18.5" W.; then S. 22° 11' 12" E., 184.83 feet; then East, 140.00 feet to the point of beginning. Said parcel contains 34,956 square feet.

Further certify: that I have surveyed the Expansion Area, a part of Lot 1, Dodge County Certified Map No. 4065 described as follows: commencing at the southeast corner of said Lot 1; then S. 89° 58' 17" W., along the South line of said Lot 1, 140.00 feet; then 44.28 feet along the arc of a curve to the left having a 284.29 foot radius and being subtended by a 44.24 foot chord bearing N. 22° 21' 21.5" W.; then N. 17° 55' 28" E., 144.42 feet; then N. 22° 11' 12" W., 65.81 feet; then East, 140.00 feet to the East line of said Lot 1; then S. 2° 28' 23" E., 208.80 feet to the point of commencement. Said parcel contains 30,721 square feet.

I further certify that this plat is a accurate representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, known, apparent easements and roadways, visible encroachments, if any, and improvements proposed thereon; that this plat is an accurate representation of First Addendum To Heron Place Condominium and that the identification and location of each unit, and the common elements can be determined from the plat.

WISCONSIN
DANIEL J. PRAMUSKE
S-1314
BEAVER DAM
WI
LAND SURVEYOR

Daniel J. Pramuske, R.L.S.
Dated this 11th day of August, 2000

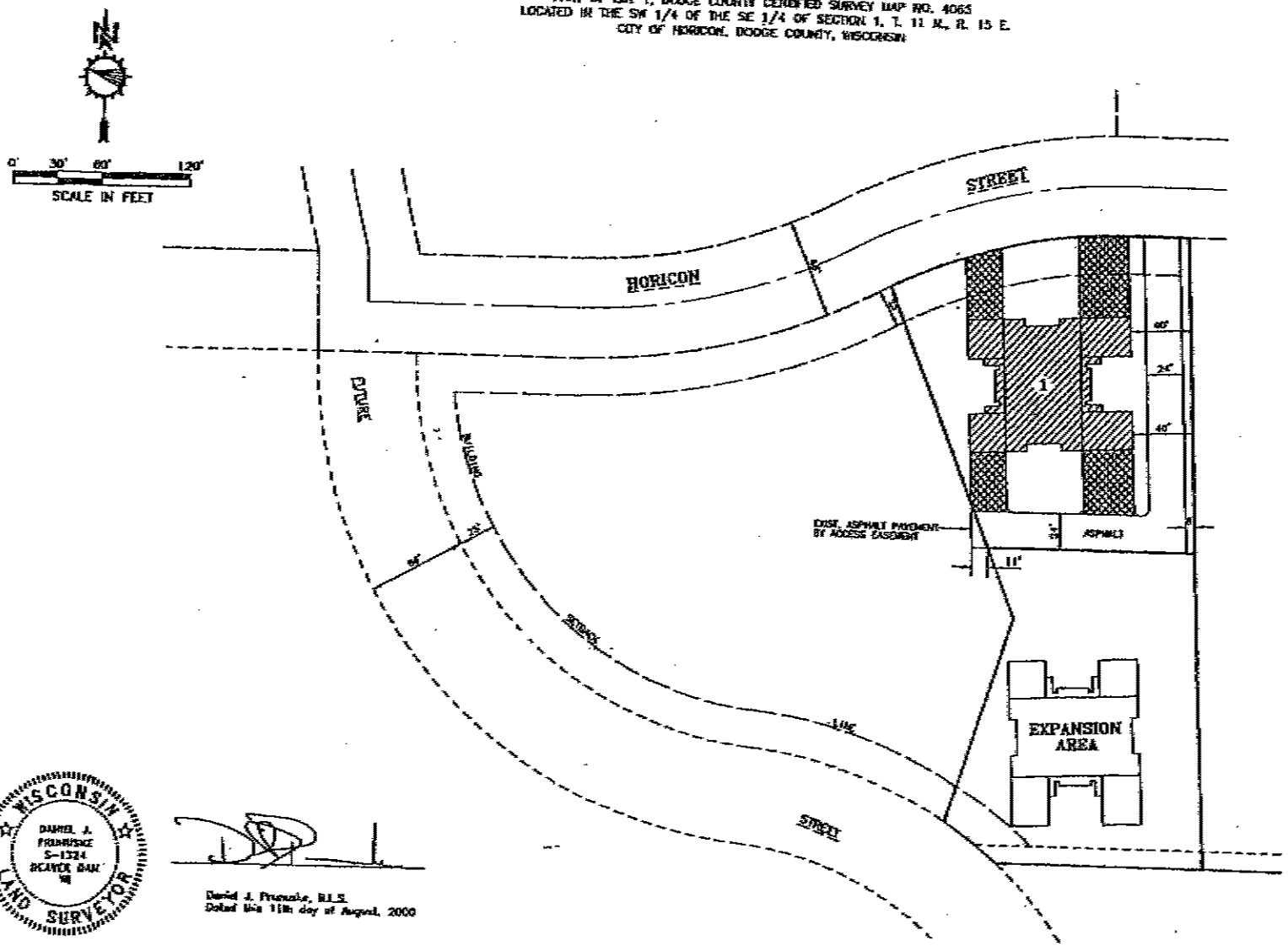
DESIGNTEC ENGINEERING
910 Clark Street
P.O. Box 253
Beaver Dam, WI 53
(920) 887-3126

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FIRST ADDENDUM TO HERON PLACE CONDOMINIUM

PART OF LOT 1, DODGE COUNTY CERTIFIED SURVEY MAP NO. 4065
LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 1, T. 11 N., R. 15 E.
CITY OF HORICON, DODGE COUNTY, WISCONSIN

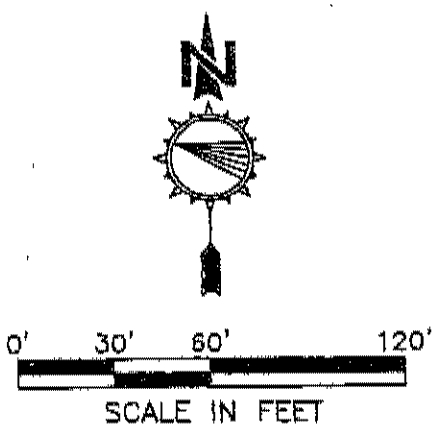
EXHIBIT B-2

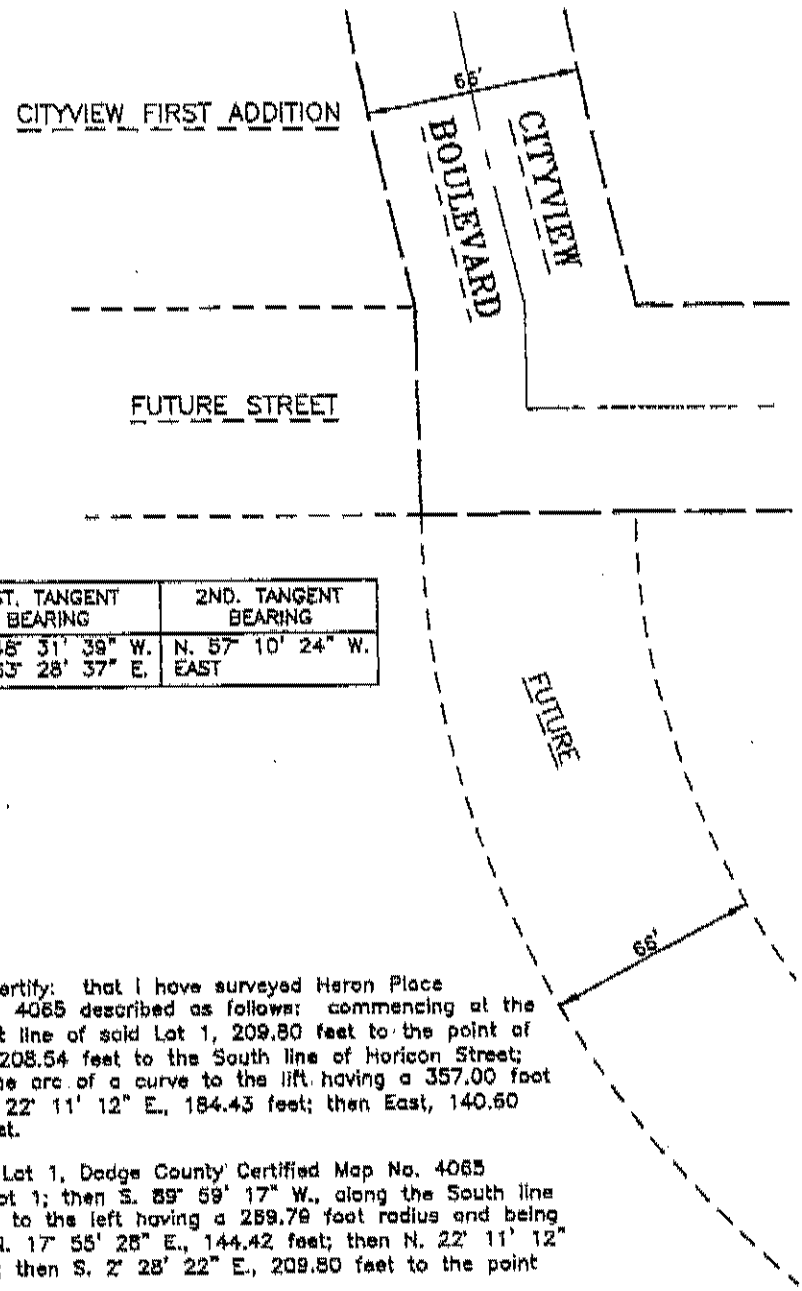


WISCONSIN
DANIEL J. FRUMUSACK
S-1324
BEAVER DAM
WI
LAND SURVEYOR

David J. Frumusack, R.L.S.
Dated this 11th day of August, 2000

DESIGNTECH ENGINEERING, L.L.
910 Depot Street
P.O. Box 283
Beaver Dam, WI 53916
(920) 887-3128





CURVE DATA

CURVE NO.	RADIUS LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	1ST. TANGENT BEARING	2ND. TANGENT BEARING
1 – 2	296.79'	44.74'	N. 52° 51' 21.5" W.	8° 38' 45"	N. 48° 31' 39" W.	N. 57° 10' 24" W.
3 – 4	357.00'	163.79'	N. 76° 44' 18.5" E.	26° 31' 23"	N. 63° 28' 37" E.	EAST

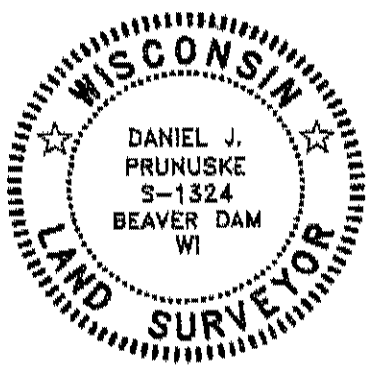
SURVEYOR'S CERTIFICATE

: of Wisconsin) SS
Dodge County)

I, Daniel J. Prunrske, land surveyor of the State of Wisconsin, herby certify: that I have surveyed Heron Place Condominium, a part of Lot 1, Dodge County Certified Survey Map No. 4065 described as follows: commencing at the southeast corner of said Lot 1; then N. 2° 28' 22" W., along the East line of said Lot 1, 209.80 feet to the point of real begining; then continuing N. 2° 28' 22" W., along said East line, 208.54 feet to the South line of Horicon Street; then West along said South line 41.82 feet; then 165.26 feet along the arc of a curve to the lift having a 357.00 foot radius and a 163.79 foot chord bearing S, 76° 44' 18.5" W.; then S. 22° 11' 12" E., 184.43 feet; then East, 140.60 feet to the point of begining. Said parcel contains 34,966 square feet.

I further cetrify: that I have surveyed the Expansion Area, a part of Lot 1, Dodge County Certified Map No. 4065 described as follows: commencing at the southeast counerr of said Lot 1; then S. 89° 59' 17" W., along the South line of said Lot 1, 140.00 feet; then 44.79 feet along the arc of a curve to the left having a 259.79 foot radius and being subtended by a 44.74 foot chord bearing N. 52° 51' 21.5" W.; then N. 17° 55' 28" E., 144.42 feet; then N. 22° 11' 12" W., 48.81 feet; then East, 140.60 feet to the East line of said Lot 1; then S. 2° 28' 22" E., 209.80 feet to the point of commencement. Said parcel contains 30,721 square feet.

I further certify that this plat is a accurate representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structrues thereon, fences, apparent easements and roadways, visible encroachments, if any, and improvements proposed thereon; that this plat is an accurate representation of First Addendum To Heron Place Condominium and that the identification and location of each unit and the common elements can be determined from the plat.





Daniel J. Prunuske, R.L.S.
Dated this 11th day of August, 2000

EXHIBIT
B-3

EXHIBIT C

Addresses of Units

Building No. 1
1st Floor
Units 1, 2, 3, 4

Building 1, Unit 1

Building 1, Unit 2

Building 1, Unit 3

Building 1, Unit 4

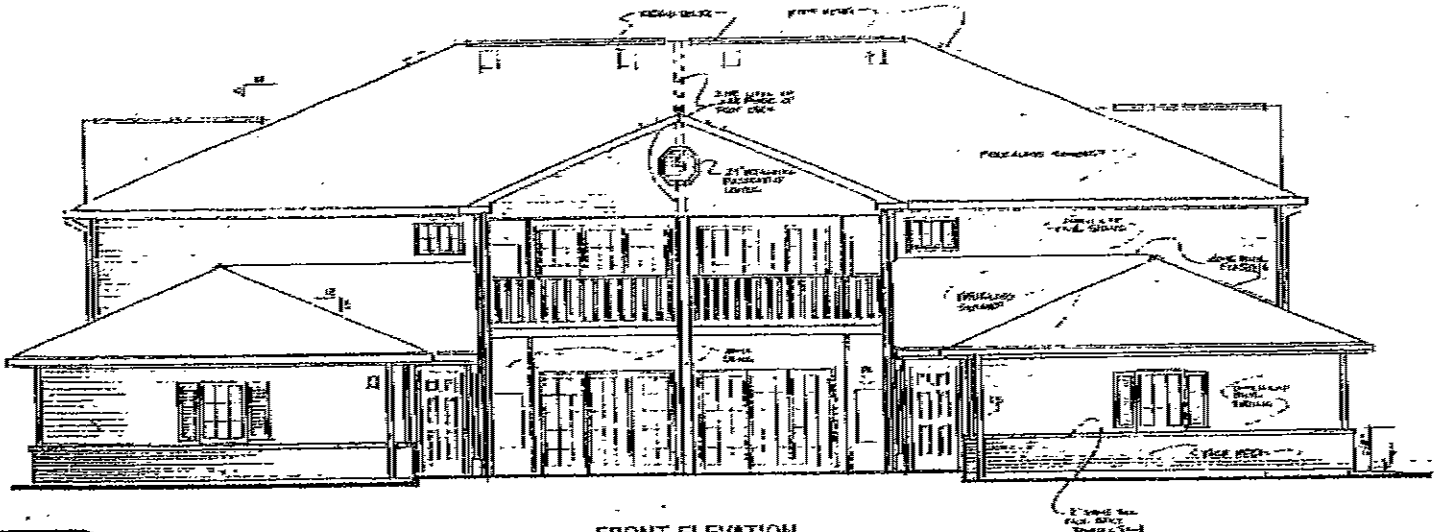
Building No. 1
2nd Floor
Units 5, 6, 7, 8

Building 1, Unit 5

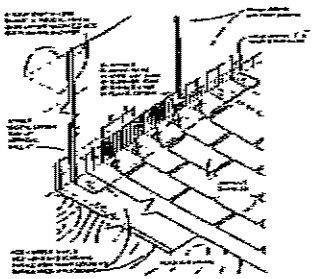
Building 1, Unit 6

Building 1, Unit 7

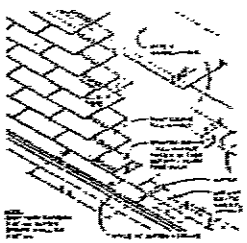
Building 1, Unit 8



FRONT ELEVATION



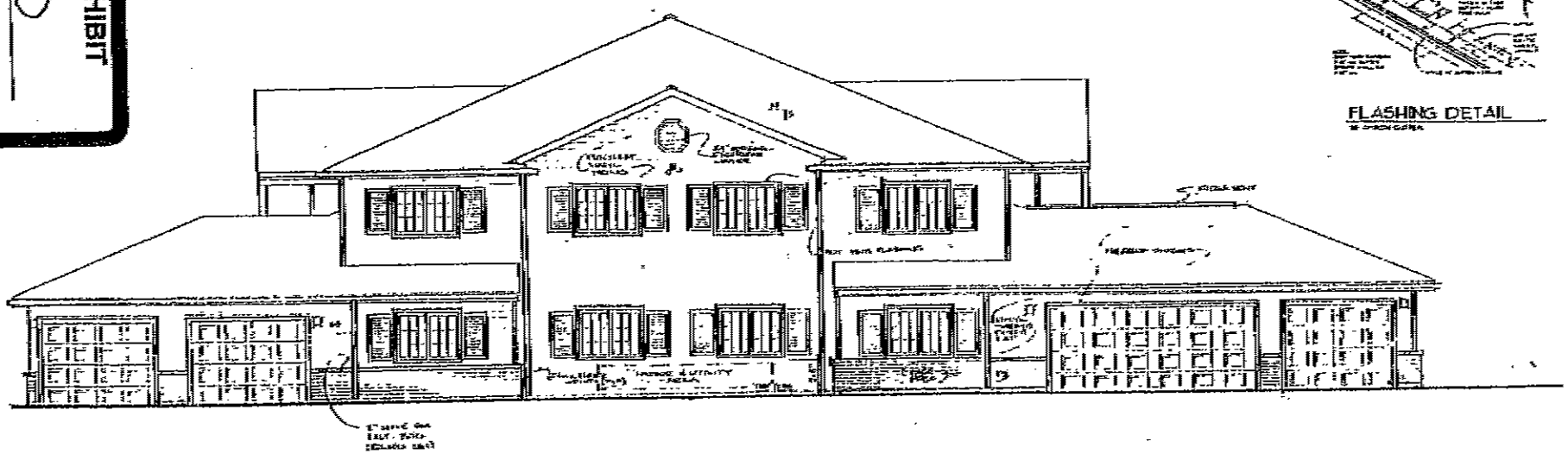
INTERSECTION DETAIL



FLASHING DETAIL

EXHIBIT

D



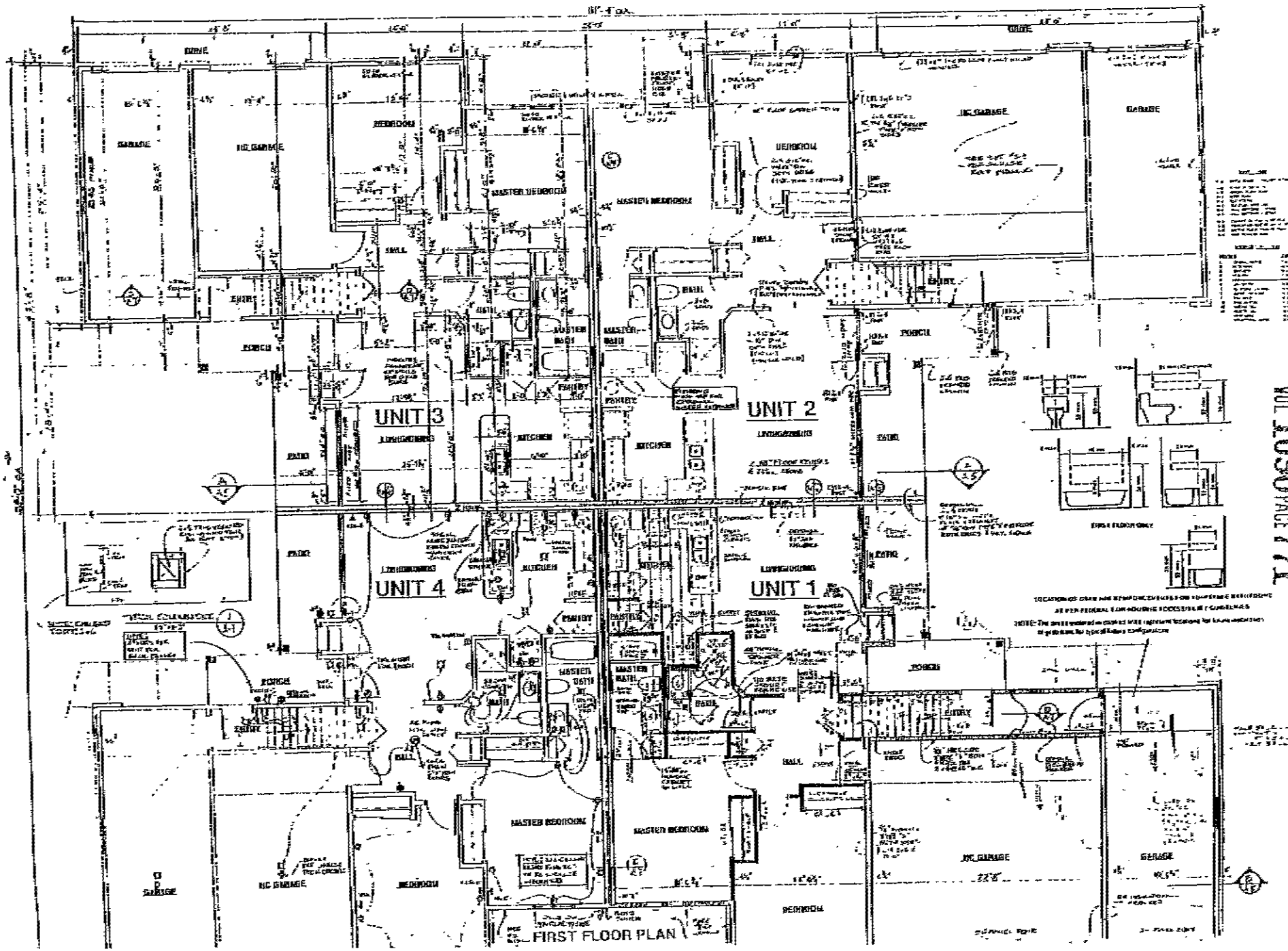
SIDE ELEVATION

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NEW 8 FAMILY APARTMENT BUILDING

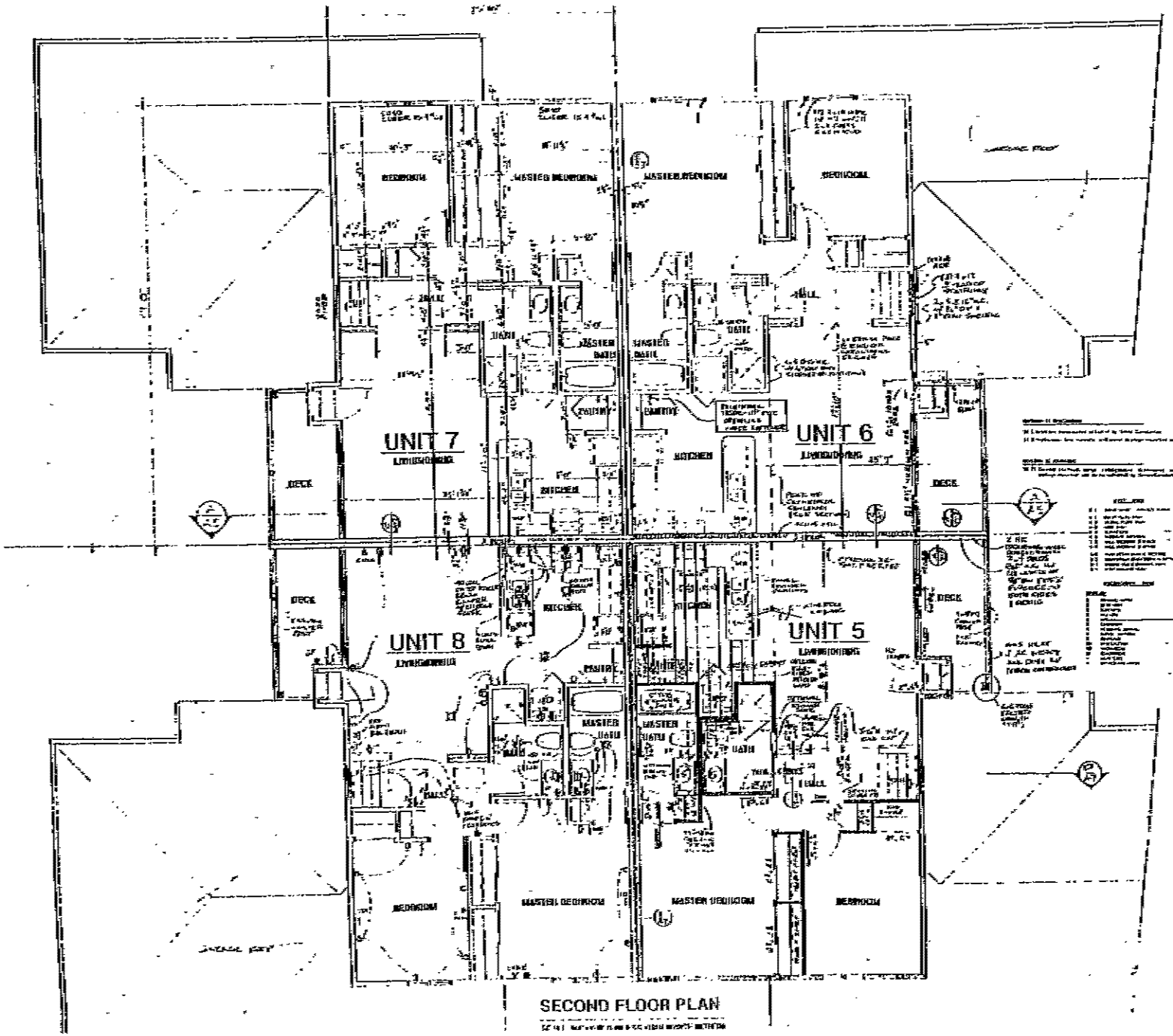
HE
PL

971
3/28



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NEW 8 FAMILY



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NEW 8 FAMILY