DECLARATION

CONDOMINIUM DECLARATION
OF
LAKEWOOD CONDOMINIUMS, A CONDOMINIUM
W191 S7681 Racine Avenue
Muskego, WI 53150

Declarant

Lakewood Condominium Associates Limited Partnership,
a Wisconsin Limited Partnership
W191 S7681 Racine Avenue
Muskego, WI 53150

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CONDOMINIUM DECLARATION
FOR
LAKEWOOD CONDOMINIUM ASSOCIATION, LTD.

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter referred to as the "Act") this _____ day of _____, 2001 by Lakewood Condominium Associates Limited Partnership ("Declarant").

1. *STATEMENT OF DECLARATION.*

The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. *NAME.*

The real property described in Section 3 and all buildings and improvements thereon and thereto shall be known as **Lakewood Condominiums, A Condominium**.

3. *LEGAL DESCRIPTION.*

The real property subjected to in this Declaration is located in Waukesha County, Wisconsin and is described on Exhibit "A" attached hereto and depicted on the Condominium Plat and floor plans attached hereto as Exhibit "B" ("Condominium Plat").

4. *DESCRIPTION AND LOCATION OF THE BUILDINGS.*

There shall be six (6) buildings constructed on the real estate described in Paragraph 3, which buildings shall contain a total of forty-eight (48) living units with attached garage units. Each building shall be two (2) stories in height and shall have four (4) living units on each floor. Each garage unit shall be attached to the building and shall consist of a one-car garage. The principal material of which the buildings are to be constructed are poured concrete or block foundation, wood frame construction, and a siding and brick exterior. Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated on Exhibit "A" attached hereto and made a part of this Declaration. The buildings and units are more fully described in the building and floor plans attached hereto as the Condominium Plat marked Exhibit "B" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the layout, location, unit numbers, and dimensions of the buildings and units as finally located

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and erected. Declarant reserves the right, subject to approval of the City of Muskego, to unconditionally change the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected. Declarant reserves the right, subject to approval of the City of Muskego, to unconditionally change the layout site plan and dimensions of the buildings and units shown in Exhibit "B" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and units. Declarant may amend this Declaration and the Condominium Plat for the purpose of recording a plat, survey, or site plan depicting units as finally located and constructed. Such Amendment or Amendments need not be signed by any person or entity other than Declarant, or its successors or assigns.

The initial building to be constructed by Declarant shall be designated as Building Five.

5. *NUMBER AND IDENTIFICATION OF UNITS.*

5.1 **Number.** There shall be a total of forty-eight (48) condominium units in **Lakewood Condominiums, A Condominium.**

5.2 **Identification.** As used herein a "unit" is that part of a building located on the condominium Property intended for individual, private use, comprised of one or more cubicles of air, at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "B", together with all fixtures and improvements therein contained.

The units are designated by identifying numbers, their location, immediate common elements to which the units have access and further details identifying and describing the units are as set forth on Exhibit B, the Condominium Plat attached hereto. The post office address of the units are as follows:

BUILDING 1

Unit 1 – S77 W19863 Lakewood Drive
Unit 2 – S77 W19869 Lakewood Drive
Unit 3 – S77 W19887 Lakewood Drive
Unit 4 – S77 W19893 Lakewood Drive
Unit 5 – S77 W19857 Lakewood Drive
Unit 6 – S77 W19875 Lakewood Drive
Unit 7 – S77 W19881 Lakewood Drive
Unit 8 – S77 W19899 Lakewood Drive

BUILDING 2

Unit 9 – S77 W19768 Lakewood Drive
Unit 10 – S77 W19762 Lakewood Drive
Unit 11 – S77 W19744 Lakewood Drive
Unit 12 – S77 W19738 Lakewood Drive
Unit 13 – S77 W19774 Lakewood Drive
Unit 14 – S77 W19756 Lakewood Drive
Unit 15 – S77 W19750 Lakewood Drive
Unit 16 – S77 W19732 Lakewood Drive

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BUILDING 3

Unit 17 – S77 W19641 Lakewood Drive
Unit 18 – S77 W19635 Lakewood Drive
Unit 19 – S77 W19617 Lakewood Drive
Unit 20 – S77 W19611 Lakewood Drive
Unit 21 – S77 W19647 Lakewood Drive
Unit 22 – S77 W19629 Lakewood Drive
Unit 23 – S77 W19623 Lakewood Drive
Unit 24 – S77 W19605 Lakewood Drive

BUILDING 4

Unit 25 – S77 W19569 Lakewood Drive
Unit 26 – S77 W19563 Lakewood Drive
Unit 27 – S77 W19545 Lakewood Drive
Unit 28 – S77 W19539 Lakewood Drive
Unit 29 – S77 W19575 Lakewood Drive
Unit 30 – S77 W19557 Lakewood Drive
Unit 31 – S77 W19551 Lakewood Drive
Unit 32 – S77 W19533 Lakewood Drive

BUILDING 5

Unit 33 – S77 W19389 Lakewood Drive
Unit 34 – S77 W19383 Lakewood Drive
Unit 35 – S77 W19365 Lakewood Drive
Unit 36 – S77 W19359 Lakewood Drive
Unit 37 – S77 W19395 Lakewood Drive
Unit 38 – S77 W19377 Lakewood Drive
Unit 39 – S77 W19371 Lakewood Drive
Unit 40 – S77 W19353 Lakewood Drive

BUILDING 6

Unit 41 – S77 W19238 Lakewood Drive
Unit 42 – S77 W19232 Lakewood Drive
Unit 43 – S77 W19214 Lakewood Drive
Unit 44 – S77 W19208 Lakewood Drive
Unit 45 – S77 W19244 Lakewood Drive
Unit 46 – S77 W19226 Lakewood Drive
Unit 47 – S77 W19220 Lakewood Drive
Unit 48 – S77 W19202 Lakewood Drive

6. ***RESTRICTIONS.***

6.1 Building Restrictions. The buildings and units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

6.1.1 Residential Use. All buildings shall be used for residential purposes only. No buildings shall be constructed on the Property for other than residential use. No structure, trailer, tent, shack or barn, temporary or otherwise except for those maintained by Declarant, its

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successors and assigns, shall be placed or maintained on any portion of the Property without the consent of the Association (as hereinafter defined). No trade or business shall be conducted on the condominium Property or from any unit. Notwithstanding the foregoing, Declarant reserves the right for a period of ten (10) years from the date of this Declaration to cause one or more of the units it owns to be maintained as a model unit and to display such models and the common elements of the condominium (as defined in Section 7 below).

6.1.2. Garages. In addition to the appurtenant parking garage for each unit, each unit shall have the use of outdoor paved parking spaces. Unit owners may park automobiles on the driveway in front of their respective garage unit however, at no time may any unit owner allow boats, snowmobiles, motorcycles, abandoned vehicles, trucks, motor homes, recreational vehicles, or trailers to be parked overnight on driveways.

6.1.3 Fences. No fences are allowed to be constructed or erected within **Lakewood Condominiums, A Condominium.**

6.1.4 Building Exteriors and Maintenance. To maintain the quality and pleasant appearance of **Lakewood Condominiums, A Condominium**, all buildings shall be of uniform appearance and shall maintain the exact same exterior paint, roof, siding, and brick colors. The buildings shall be maintained in pristine condition. All exterior replacement items, such as windows, siding, doors, garage doors, roofing, etc., and all window treatments shall be the same manufacturer, product and color as originally installed in the building. If the original product or color is no longer available, substitution of the product or color shall be allowed with the prior written consent of the Association.

6.1.5 Signage. Except for Declarant's marketing and sales signs, no exterior signage of any kind or size shall be allowed in the common elements, attached to the buildings, displayed on the buildings, or displayed from a unit window.

6.1.6 Occupancy. Individual units in the condominium Property shall not be used or occupied by any person or persons for a period of less than seven (7) consecutive days, except with the written approval of the Association. Any owner (including Declarant) may enter into a lease of a unit ("Lease") on whatever terms and conditions the unit owner may wish provided that in each instance the Lease shall: (a) be for a term of not less than seven (7) days; (b) be in writing and signed by both the unit owner and tenant and contain a provision that any breach of this Declaration, the Association's rules and regulations or the Bylaws shall also be a breach of the Lease; and (c) provide that any breach of the Lease may be enforced by the Association. Unit owners shall provide the Association with a current tenant list with the name, address, and telephone number of each tenant. No rooms in any unit may be rented and no transient tenants shall be allowed to reside in a unit.

6.1.7 Pets. No cat or dog shall be permitted in a unit if in excess of twenty-six (26) inches in height or thirty (30) pounds in weight. The Association shall have the right to adopt such additional height, weight, and other restrictions as the Board of Directors of the Association deems reasonable in their sole discretion. No pets shall be allowed at large within the common elements. Pets shall at all times be leashed and within the immediate control of a person when outside of a unit. All solid waste shall be picked up by the person attending the pet and disposed of in the manner prescribed by the Association. Pet owners shall exercise reasonable diligence to prevent their pet from being a nuisance or annoyance to other unit owners or occupants. Any and all costs of repairs damage caused by a pet shall be borne by its owner, or the owner of the unit wherein the pet resides.

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6.1.8 Antennas. No antennas, aerials, satellite or other dish-type antennas, or cables for television or radio reception shall be erected or installed on or in any roof or any other portion of the Property, except any community antennas or cable receivers erected by Declarant, or its successors and assigns, or except as approved by the Board of Directors.

6.1.9 Obstructions. No unit owner shall cause or permit the common elements (as defined below) to be used as to deny to others the full use of the common elements. Accordingly, there shall be no obstruction of any of the common elements, other than as may be necessary for the construction or reconstruction of a building on the Property. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on their Property. Trailers, vans, trucks, campers, camping trucks, house trailers, utility trailers, equipment, boats, boat trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land or water vehicles or the like shall not be stored, parked or placed on the Property except in such places designated by the Board of Directors of the Association.

6.1.10 Nuisance. No noxious or offensive activity shall be carried on in any units or in the common elements nor shall anything be done therein which is or which may become a nuisance or annoyance to others or which will cause the cancellation of insurance or increase the rate of insurance on any unit or on the common elements without the prior written consent of the Association. Conduct of each unit owner or their tenants should be free from immoral, improper, annoying or offensive activity. All occupants of units shall comply with all applicable governmental regulations in their use of their respective units and the common elements. No party shall commit waste to the common elements.

6.1.11 Alteration of Common Elements. No party shall alter, construct, or remove the common elements, or any portion thereof, without the prior written consent of the Association.

6.1.12 Decks and Patios. Occupants of units shall keep their patios and decks in a clean and orderly state. Patios and Decks are not to be used for storage of the personal property of the occupant, including, but not limited to, motorcycles, bicycles, toys, baby carriages, or wagons, nor shall the decks or patios be used for drying laundry.

6.1.13 Decorations. No decorations, paper boxes, flags, or other items shall be placed by a unit occupant on any building or in the common elements without the prior written consent of the Association.

6.1.14 Detention Ponds. No unit owner or occupant of a unit or any guest of any unit owner or occupant of a unit shall be allowed to swim, wade, boat, fish or in any manner whatsoever use the detention ponds located on the Property (the "Detention Ponds"). Neither the Declarant nor the Association shall be held liable for any injury or death arising out of or related to the Detention Ponds. Each unit owner hereby releases, waives and forever discharges Declarant and the Association from any and all claims such unit owner(s), and its/their respective tenants and guests, may now or may in the future have against Declarant or the Association arising out of and related to Detention Ponds. Each unit owner hereby agrees to defend, indemnify, and hold Declarant and the Association harmless from and against any and all claims, actions, causes of action, costs and costs of action, including attorneys' fees for settlement or negotiation, or at trial and appellate levels, arising out of or related in any manner whatsoever to the failure of the unit owner or the unit owner's tenants or their respective guests, to comply with the terms of this paragraph.

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6.2 **Enforcement.** The foregoing rules and regulations and such other rules and regulations as may be adopted by the Association from time to time, shall be enforced by the Association by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action, if necessary, and monetary fines of not less than $50.00 per violation. Such fines shall be uniformly levied and shall be charged and assessed against the subject unit and may be enforced and collected in the same manner as an assessment for common expenses, including the foreclosure of a lien therefore. In the event of a conflict between any rules adopted by the Association or this Declaration, the terms of this Declaration shall control.

7. *COMMON ELEMENTS AND FACILITIES.*

The common elements and facilities shall consist of all **Lakewood Condominiums, A Condominium,** improvements and appurtenances, except the individual units as defined above, including, without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each unit), roofs, foundations, hallways, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the open space, walks, driveways, streets, and landscaping.

Each unit owner shall have a valid, exclusive easement of the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and provided further, that the common elements and facilities be restored to their former condition by the unit owner, at his sole expense, upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners, and the Association (hereinafter described) for the installation, maintenance, and repair of common utility services in and on any part of the common elements or units.

8. *LIMITED COMMON ELEMENTS.*

8.1 **Description.** A portion of the common elements and facilities are designated as "limited common elements". Such limited common elements consist of patios, balconies, walks and walkways, access steps, landings, and storage areas which are appurtenant to and appear to be for the exclusive use and benefit of the unit they serve. Where multiple units in the same building share the same driveway, such driveway shall be a limited common element shared by those units. Limited common elements are not shown on the Condominium Plat.

8.2 **Use.** The manner of use of the limited common element shall be governed by the Bylaws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such Bylaws and rules and regulations.

9. *PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND SURPLUSES AND EXPENSES.*

9.1 **Ownership of Common Elements.** Each unit owner shall own a 1/48th undivided interest in the common elements and facilities and limited common elements as tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the

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right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his/her unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his/her unit.

9.2 Payment of Common Surpluses and Expenses. The common surpluses and expenses of the Property shall be established and shared among the unit owners with each unit sharing a 1/48th interest therein.

10. *ASSOCIATION OF UNIT OWNERS.*

10.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as **Lakewood Condominium Association, Ltd.** (herein "Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties, and obligations of this Declaration and the Bylaws, and rules and regulations of the Association.

10.2 Voting Rights. Each unit shall be entitled to one vote at meetings of the Association. Only one membership shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not yet constructed or sold, until such time as the respective units are constructed and sold by Declarant, or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the Bylaws of the Association.

10.3 Declarant Control. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of first sale of a unit by Declarant; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant; or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a condominium unit in **Lakewood Condominiums, A Condominium**, shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Declarant to so control the Association.

10.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

10.5 Common Services. The Association may contract for common services or utilities as may be required for each unit.

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10.6 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation, and the Bylaws of the Association, the Condominium Plat, any rules or regulations affecting **Lakewood Condominiums, A Condominium**, and the Association's books, records and financial statements available for inspection during normal business hours by unit owners or by holders, insurers, or guarantor of the first mortgages secured by condominium units in **Lakewood Condominiums, A Condominium.** Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer, or guarantor.

11. *REPAIRS AND MAINTENANCE.*

11.1 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities, and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing, and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all ground, ponds, and landscaping.

11.2 Individual Units and Limited Common Elements. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures, and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may, at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connected with, the unit. Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 7 hereof, and as described in Exhibit "B" in a good, clean sanitary and attractive condition.

11.3 Prohibition Against Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association. Any unit owner who makes any alterations to his unit shall indemnify and hold harmless the other unit owners, the board, the Declarant, and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

11.4 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities, or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense. The Association shall be granted a right of entry upon unit premises and any limited common elements to effect emergency repairs.

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11.5 Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

12. *UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.*

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

13. *DESTRUCTION AND RECONSTRUCTION.*

In the event of a partial or total destruction affecting one or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to the percentage interest in the common elements, and shall be distributed in accordance with the priority of interest in each unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a common expense of the condominium.

14. *INSURANCE.*

The Board of Directors of the Association shall obtain and maintain insurance for the common elements, and the facility against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association, as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the

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Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

Unit owners shall be responsible for obtaining liability insurance for his own unit and casualty insurance for his personal property.

15. *LIABILITY FOR COMMON EXPENSES.*

At the time of the first conveyance of a unit from the Declarant, the purchaser of such unit shall pay to the Association a one-time contribution to the Working Capital Fund equal to twice the monthly Association assessment in effect at the time of sale.

The costs of administration of the Association, insurance, repair, maintenance, and other expenses of the common elements and facilities and limited common elements, and the common services provided to the unit owners, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. Notwithstanding the foregoing, until sixty (60) days after the first conveyance of a unit by Declarant, Declarant shall pay twenty-five percent (25%) of the assessment otherwise due hereunder on such units Declarant owns which are unsold and unoccupied. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an Association but unpaid for the share of the common expenses chargeable to any unit, constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto, prior to all other liens except:

A. Liens of general and specific taxes;
B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
C. Mechanic's liens filed prior to the making of the assessment;
D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

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All common surpluses of the Association shall be credited to the unit owners' assessments for common expenses with each unit having a pro rata share of said surpluses or shall be used for any other purposes as the Association decides.

16. *PARTITION, SUBDIVISION; CONVERSION TO CONDOMINIUM.*

16.1 Partition. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership.

16.2 Subdivision; Condominium Conversion. No unit may be subdivided or separated without receiving prior written approval from the Declarant which may be withheld in the Declarant's sole discretion. An individual unit owner may, upon approval from the Declarant, declare his unit to be a condominium for the purpose of selling or using the individual apartments as separate condominium units. Any condominium declaration for such unit shall specify the Association described herein as its "master association" under the Act, and shall further delegate all the existing powers and duties with regard to such unit to the Association as a master association under the Act, so that all powers and duties of the Association described herein shall be retained and exercised by the Association. The new condominium and its unit owners shall have and divide the ownership percentage, voting rights, and obligations as to common expenses of the unit which was converted to condominium ownership. Any and all costs incurred by Declarant in reviewing a request for subdivision or conversion shall be paid by the party applying for such conversion.

17. *CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.*

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. *EASEMENTS, RESERVATIONS AND ENCROACHMENTS.*

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television cable or antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along, and on any part of the common elements and facilities, including the limited common elements, to service the condominium Property. Declarant reserves the right to grant easements upon, over, through, and across the common elements and limited common elements for furnishing any kind of utility service or for ingress and egress to and from the Property.

18.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any

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part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

18.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted right of ingress and egress to and from his or her unit, and common areas, that shall be perpetual and pass with the unit upon transfers of ownership.

18.4 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

19. *RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.*

19.1 Rights of Action. If any unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association or any other unit owner may sue such unit owner for damages caused by the failure or for injunctive relief, and such unit owner shall be responsible for any and all legal fees incurred by the Association. In addition, the Association shall have the enforcement authority contained in the Bylaws of the Association.

19.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. *AMENDMENTS TO DECLARATION.*

Except as otherwise provided by the Act or herein, this Declaration may be amended with the written consent of unit owners and mortgagees with at least sixty-seven percent (67%) of the aggregate voting percentage in the Association. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at the address on file with the Association.

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21. *NOTICES.*

All notices and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22. *RESIDENT AGENT.*

The Resident Agent for the Condominium shall be Gary A. Januszewski, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

23. *MORTGAGEE RIGHTS.*

23.1 The holder, insurer or guarantor of any first mortgage or land contract upon a unit in **Lakewood Condominiums, A Condominium** ("Mortgagee"), upon the submission of a request to the Association in writing, delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

23.1.1 Written notice as to any default or delinquency in the performance by the individual unit owner who is the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor;

23.1.2 Written notice of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association in any material request. A change to any of the following is considered material hereunder:

(a) voting rights;

(b) assessments, assessment liens, or the priority of assessment liens;

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

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(e) reallocation of interests in the common or limited common elements;

(f) redefinition of any unit boundaries;

(g) expansion or contraction of **Lakewood Condominiums, A Condominium,** or the addition, or withdrawal of property to or from the same;

(h) insurance or fidelity bond;

(i) leasing of units;

(j) imposition of any restriction on a unit owner's right to sell or transfer his or her unit;

(k) a decision by the Association to establish self-management;

(l) restoration or repair of **Lakewood Condominiums, A Condominium,** after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

(m) any action to terminate the legal status of **Lakewood Condominiums, A Condominium,** after substantial destruction or condemnation occurs; or

(n) any provisions contained in the Declaration that expressly benefits mortgage holders, insurers or guarantors.

23.1.3 Written notice of any damage or destruction to the common elements of the condominium, which is in an aggregate amount exceeding $50,000.00, at such time as such damage of destruction is known to the Board of Directors.

23.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

23.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

23.2 Except as provided by the act in the case of damage to or destruction of all or any part of the Property, or changing percentages of ownership, the Association shall not, unless the Mortgagees of at least two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent:

23.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

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23.2.2 Partition or subdivide any unit or common elements of the condominium except that with respect to conversion of units to condominium form of ownership pursuant to Section 16 herein, approval of the Mortgagees of all affected units need only be obtained;

23.2.3 By act or omission, seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium. A mortgagee which has failed to respond to a request for a consent required by this paragraph 23.2 within thirty (30) days of receipt of such request shall be deemed to have consented to such request.

23.3 To be entitled to receive notification as provided for herein, the Mortgaee must send a written request to the Resident Agent of the Association, stating its name, address and the unit number or address and the unit number or address on which it has a mortgage, insurance policy or guaranty.

23.4 When a mortgage is delivered by a unit owner to a mortgagee, the unit owner shall simultaneously notify, in writing, the Secretary of the Association of the name and address of the mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer of the mortgagee's name and address.

24. *NUMBER AND GENDER.*

Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

25. *CAPTIONS.*

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

26. *SEVERABILITY.*

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision, or of any other provision hereof.

27. WAIVER.

The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

28. RIGHTS OF ACTION.

In the event any Unit Owner or the Association fails to comply with any provision of this Declaration or any Condominium Document, then, the Declarant, the Unit Owner, or the Association, in addition to any other rights or remedies they may have hereunder or at law or equity, shall be entitled to recover their actual attorneys' fees expended in enforcing compliance with this Declaration or the Condominium Documents.

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29. NO OBLIGATIONS.

Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successor or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

IN WITNESS WHEREOF, the Declarant, has caused this document to be executed at November, Wisconsin as of the date first set forth above.

MARK G. STYLES NOTARY PUBLIC STATE OF WISCONSIN

LAKEWOOD CONDOMINIUM ASSOCIATES LIMITED PARTNERSHIP,
a Wisconsin Limited Partnership

By: Lakewood Condominiums, Inc., General Partner

By: _____
Gary A. Januszewski, President

Subscribed and sworn to before me this 28 day of June, 2001.

_____
Notary Public
County of Ozaukee State of Wisconsin.
My commission ~~expires~~/is permanent.

This instrument was drafted by and is returnable to:

Mark G. Styles
Mark G. Styles, S.C.
Suite 100
115 East Freistadt Road
Thiensville, Wisconsin 53092
262.512.9980

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EXHIBIT A

LEGAL DESCRIPTION

Being a redivision of Lots 1, 2, 3 and Outlot 1 of LAKEWOOD DEVELOPMENT, being a subdivision of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 8, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.

LANDS SUBJECT TO SANITARY SEWER, WATERMAIN, STORM SEWER AND STORM WATER MANAGEMENT EASEMENTS GRANTED TO THE CITY OF MUSKEGO.

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EXHIBIT B

FLOOR PLANS

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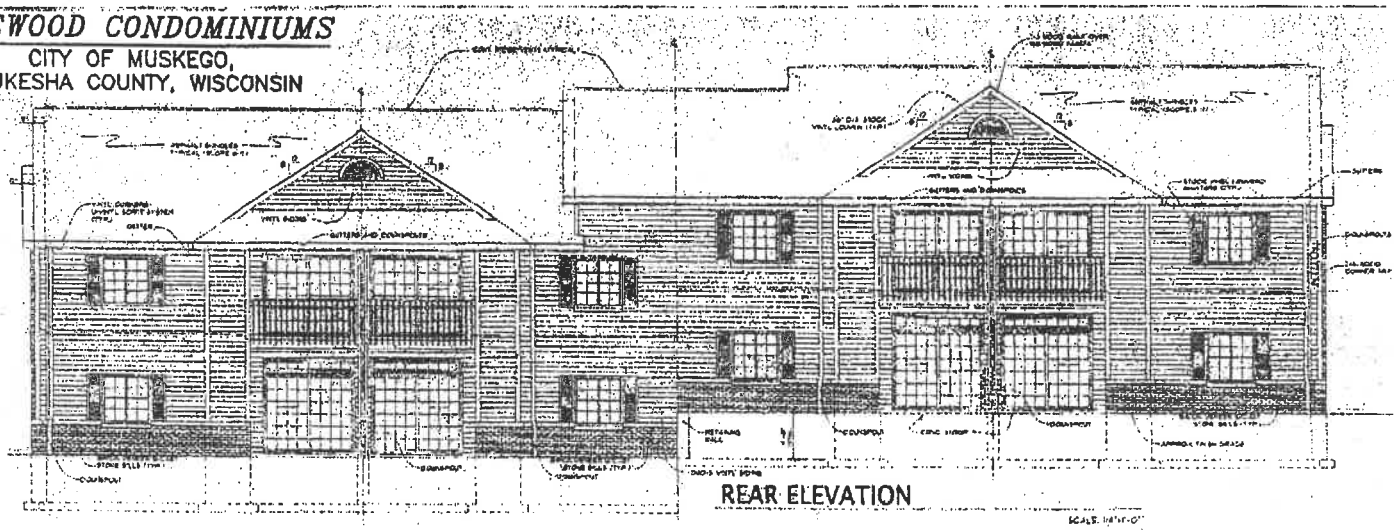
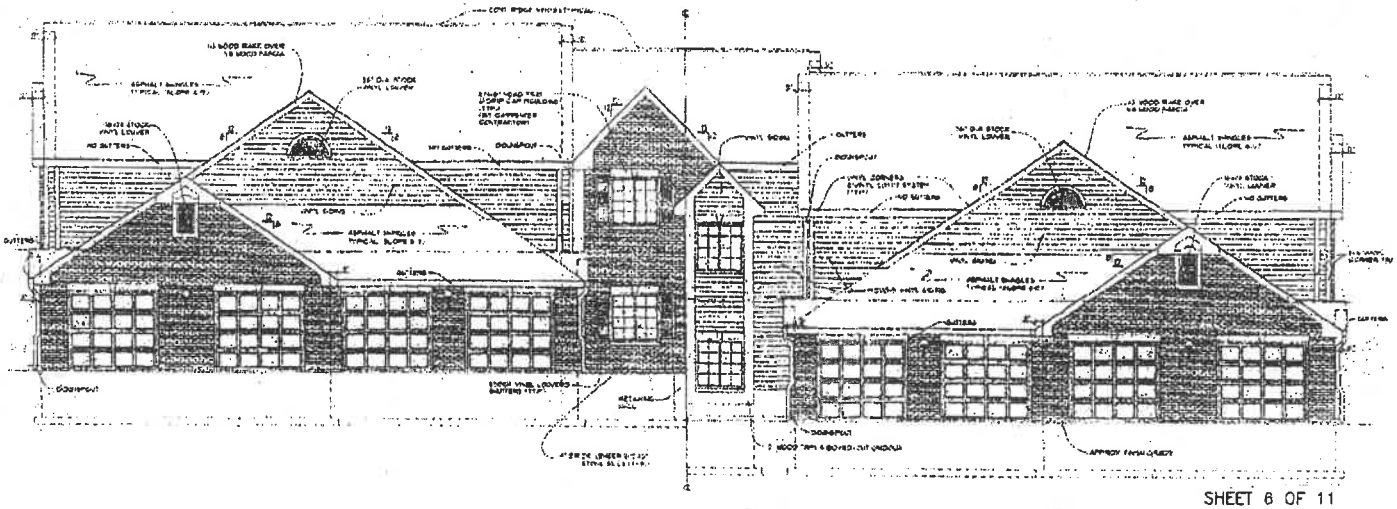
LAKEWOOD CONDOMINIUMS

CITY OF MUSKEGO,
WAUKESHA COUNTY, WISCONSIN



REAR ELEVATION



FRONT ELEVATION

SHEET 6 OF 11

NOTE:
THIS BUILDING PLAN IS INTENDED ONLY FOR SCHEMATIC ORIENTATION. SEE TYPICAL UNIT PLANS FOR DETAILS AND DIMENSIONS.

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LAKEWOOD CONDOMINIUMS

CITY OF MUSKEGO,
WAUKESHA COUNTY, WISCONSIN



BATH 2 UNITS 6,16,21,29,37,&48
3,13,24,32,40,&45 MIRRORED



BATH 1 UNITS 6,16,21,29,37,48,4,12,17,25,33,&44
1,9,20,28,36,41,5,13,24,32,40,&45 MIRRORED



LAUNDRY FIRST FLOOR UNITS:
1,9,20,28,36,41,2,10,19,27,35,&42
3,11,18,26,34,43,4,12,17,25,33,&44



FIREPLACE UNITS
2,10,19,27,35,42,8,14,23,31,39,&46
3,11,18,26,34,43,7,15,22,30,38,&47



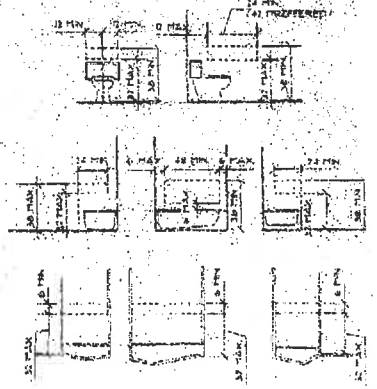
BATH 2 UNITS 4,12,17,25,33,&44
1,9,20,28,36,&41 MIRRORED



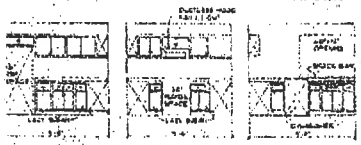
BATH 2 UNITS 3,11,18,26,34,43,7,15,22,30,38,&47 & BATH 1 UNITS 7,15,22,30,38,&47
BATH 2 UNITS 2,10,19,27,35,42,8,14,23,31,39,&46 & BATH 1 UNITS 8,16,23,31,39,&46 MIRRORED



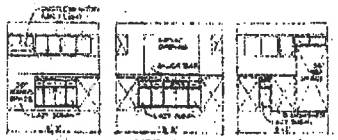
BATH 1 UNITS 3,11,18,26,34,&43
2,10,19,27,35,&42 MIRRORED



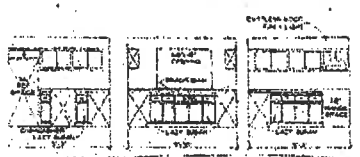
LOCATION OF GRAB BAR REINFORCEMENTS
ALL FIRST FLOOR BATHROOMS TO HAVE
GRAB BAR REINFORCEMENTS



KITCHEN CABINETS UNITS 4,12,17,25,33,&44
1,9,20,28,36,&41 MIRRORED

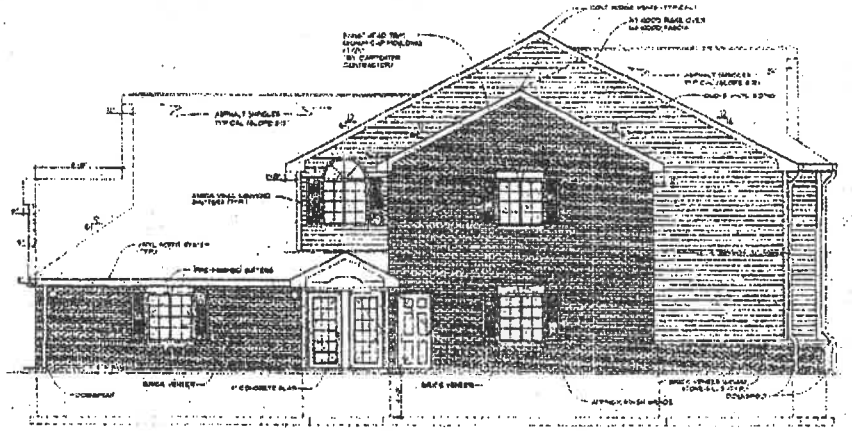


KITCHEN CABINETS UNITS 3,11,18,26,34,&43
2,10,19,27,35,&42 MIRRORED



KITCHEN CABINETS UNITS 8,16,21,29,37,48,7,15,22,30,38,&47
3,13,24,32,40,45,6,14,23,31,38,&46 MIRRORED

FIELD VERIFY ALL CABINET DIMENSIONS



TYPICAL SIDE ELEVATION

SHEET 7 OF 11

NOTE:
THIS BUILDING PLAN IS INTENDED ONLY FOR
SCHEMATIC ORIENTATION. SEE TYPICAL UNIT PLAN
FOR DETAILS AND DIMENSIONS

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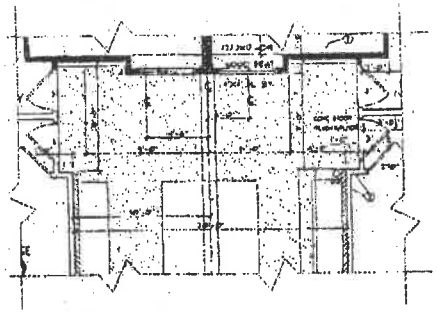
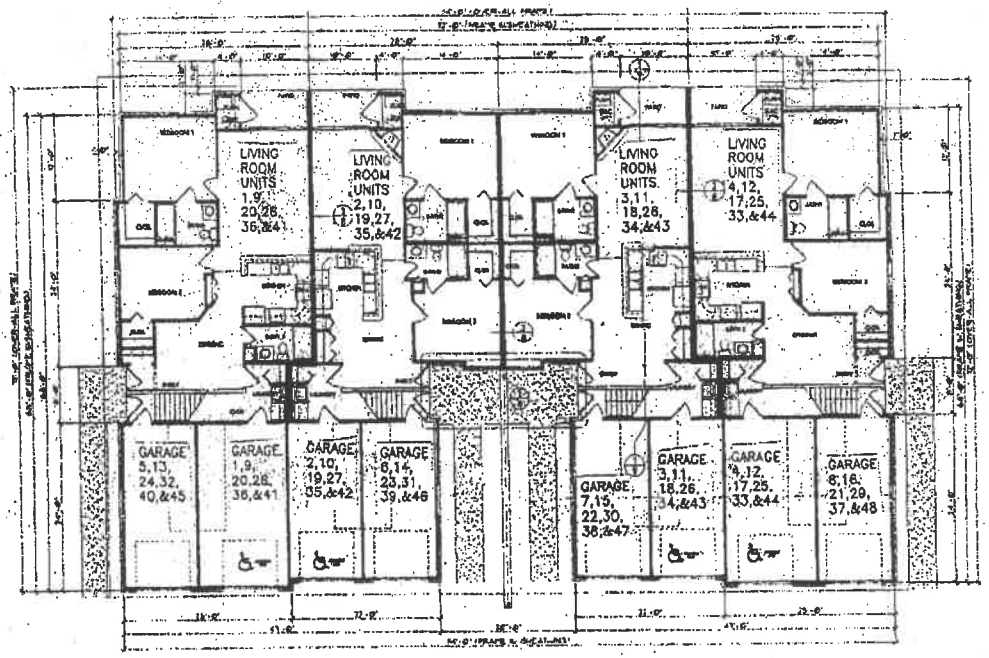
LAKEWOOD CONDOMINIUMS

CITY OF MUSKEGO,
WAUKESHA COUNTY, WISCONSIN



1/4 PARTIAL FIRST FLOOR PLAN



FIRST FLOOR BUILDING PLAN

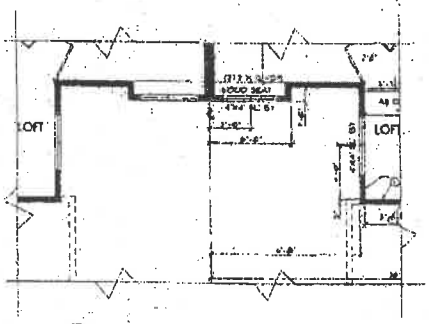
BUILDING TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA 13R

NOTE:
THIS BUILDING PLAN IS INTENDED ONLY FOR SCHEMATIC ORIENTATION. SEE TYPICAL UNIT PLANS FOR DETAILS AND DIMENSIONS

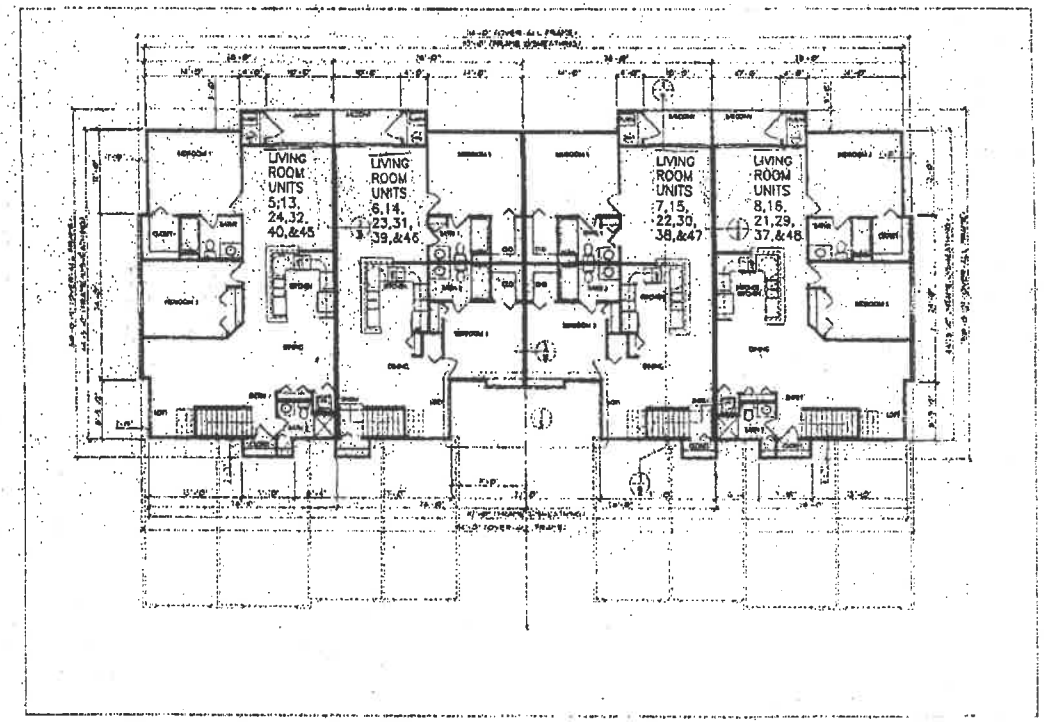
Mar 18 02 05:43p Gary Januszewski 414 383 8863 p.28

LAKEWOOD CONDOMINIUMS

CITY OF MUSKEGO,
WAUKESHA COUNTY, WISCONSIN



1/5 PARTIAL FIRST FLOOR PLAN



SECOND FLOOR BUILDING PLAN

BUILDING TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA 13R

NOTE:
THIS BUILDING PLAN IS INTENDED ONLY FOR SCHEMATIC ORIENTATION. SEE TYPICAL UNIT PLANS FOR DETAILS AND DIMENSIONS.

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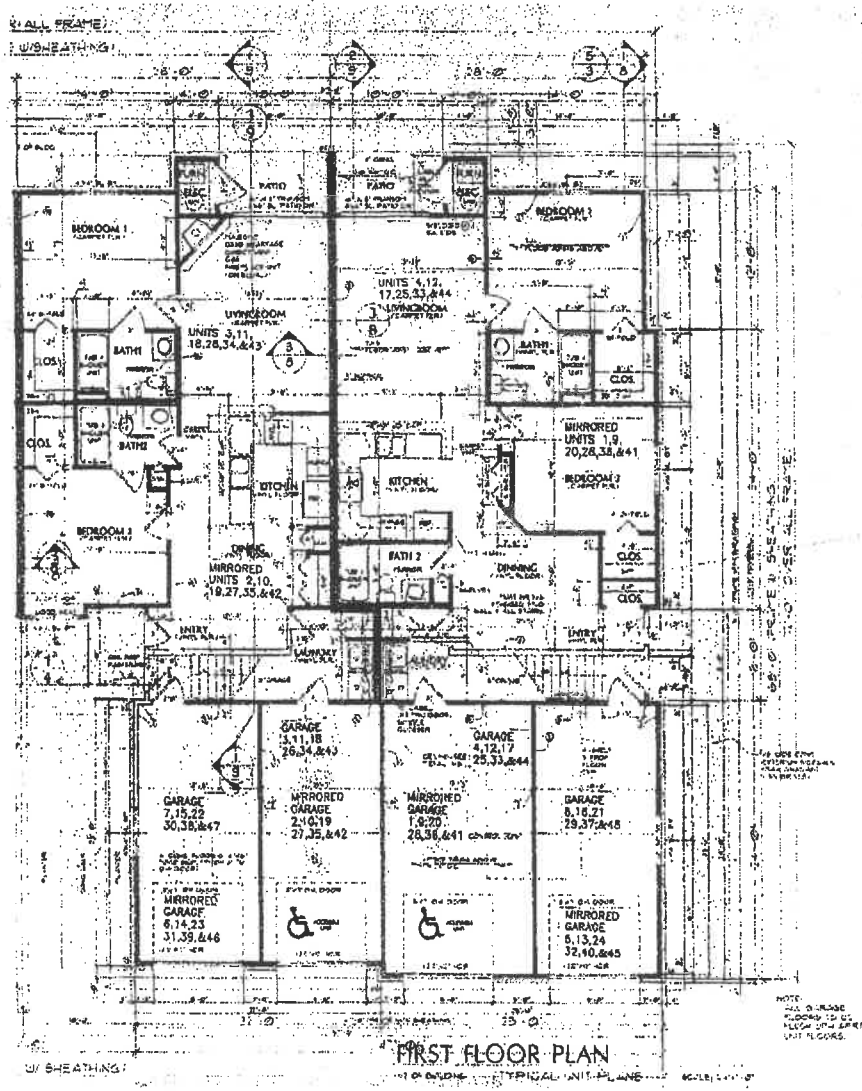
LAKEWOOD CONDOMINIUMS

CITY OF MUSKEGO,
WAUKESHA COUNTY, WISCONSIN



FIRST FLOOR PLAN

TYPICAL UNIT PLANS

WINDOW NOTE:

THE AREA OF ALL GLAZED OPENINGS IN HABITABLE ROOMS SHALL EQUAL AT LEAST 8% OF THE FLOOR AREA OF THE ROOM SERVED.

EACH SLEEPING ROOM SHALL HAVE AN EGRESS WINDOW. THE NOMINAL SIZE OF THE NET CLEAR WINDOW OPENING SHALL BE AT LEAST 20 INCHES IN WIDTH BY 24 INCHES IN HEIGHT. SILL HEIGHT MAY NOT BE MORE THAN 48 INCHES ABOVE THE FLOOR AND NO MORE THAN 91 FEET ABOVE THE ADJACENT GRADE DIRECTLY BELOW THE UNIT.



BUILDING TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA 13R

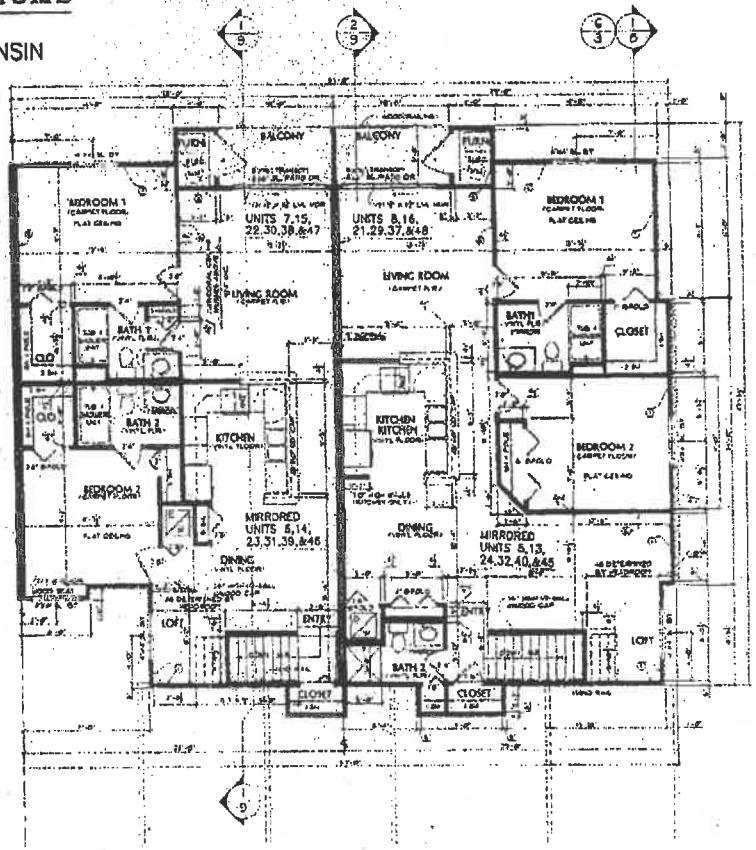
NOTE:
THIS BUILDING PLAN IS INTENDED ONLY FOR SCHEME'S ORIENTATION. SEE TYPICAL UNIT PLANS FOR DETAILS AND DIMENSIONS.

SHEET 10 OF 11

Mar 18 02 05:45p Gary Januszewski 414 383 8863 P.30

LAKEWOOD CONDOMINIUMS

CITY OF MUSKEGO,
WAUKESHA COUNTY, WISCONSIN



WINDOW NOTE !

THE AREA OF ALL GLAZED OPENINGS IN HABITABLE ROOMS SHALL EQUAL AT LEAST 10% OF THE FLOOR AREA OF THE ROOM SERVED.

EACH SLEEPING ROOM SHALL HAVE AN EGRESS WINDOW. THE NOMINAL SIZE OF THE NET CLEAR WINDOW OPENING SHALL BE AT LEAST 20 INCHES IN WIDTH BY 24 INCHES IN HEIGHT. SILL HEIGHT MAY NOT BE MORE THAN 44 INCHES ABOVE THE FLOOR AND NO MORE THAN 6 FEET ABOVE THE ADJACENT GRADE DIRECTLY BELOW THE WINDOW.

BUILDING TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM PER NFPA 13R

SECOND FLOOR PLAN

SHEET 11 OF 11

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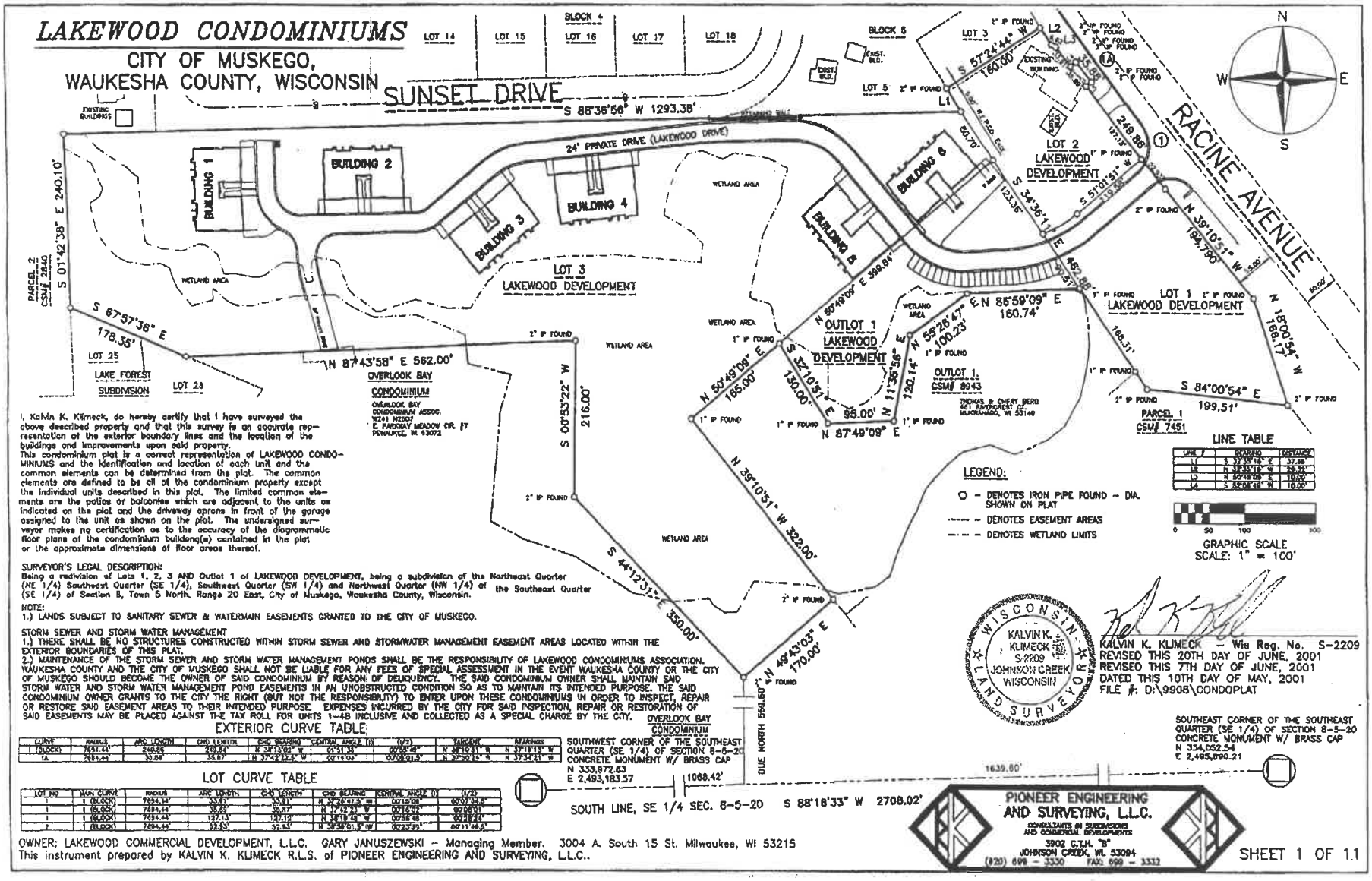


I, Kalvin K. Klimeck, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon said property.
This condominium plat is a correct representation of LAKEWOOD CONDOMINIUMS and the identification and location of each unit and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual units described in this plat. The limited common elements are the patios or balconies which are adjacent to the units as indicated on the plat and the driveway aprons in front of the garage assigned to the unit as shown on the plat. The undersigned surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building(s) contained in the plat or the approximate dimensions of floor areas thereof.

SURVEYOR'S LEGAL DESCRIPTION:
Being a redivision of Lots 1, 2, 3 AND Outlot 1 of LAKEWOOD DEVELOPMENT, being a subdivision of the Northeast Quarter (NE 1/4) Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 8, Town 5 North, Range 20 East, City of Muskego, Waukesha County, Wisconsin.

NOTE:
1.) LANDS SUBJECT TO SANITARY SEWER & WATERMAIN EASEMENTS GRANTED TO THE CITY OF MUSKEGO.

STORM SEWER AND STORM WATER MANAGEMENT
1.) THERE SHALL BE NO STRUCTURES CONSTRUCTED WITHIN STORM SEWER AND STORMWATER MANAGEMENT EASEMENT AREAS LOCATED WITHIN THE EXTERIOR BOUNDARIES OF THIS PLAT.
2.) MAINTENANCE OF THE STORM SEWER AND STORM WATER MANAGEMENT PONDS SHALL BE THE RESPONSIBILITY OF LAKEWOOD CONDOMINIUMS ASSOCIATION. WAUKESHA COUNTY AND THE CITY OF MUSKEGO SHALL NOT BE LIABLE FOR ANY FEES OF SPECIAL ASSESSMENT IN THE EVENT WAUKESHA COUNTY OR THE CITY OF MUSKEGO SHOULD BECOME THE OWNER OF SAID CONDOMINIUM BY REASON OF DELIQUENCY. THE SAID CONDOMINIUM OWNER SHALL MAINTAIN SAID STORM WATER AND STORM WATER MANAGEMENT POND EASEMENTS IN AN UNOBSTRUCTED CONDITION SO AS TO MAINTAIN ITS INTENDED PURPOSE. THE SAID CONDOMINIUM OWNER GRANTS TO THE CITY THE RIGHT (BUT NOT THE RESPONSIBILITY) TO ENTER UPON THESE CONDOMINIUMS IN ORDER TO INSPECT, REPAIR OR RESTORE SAID EASEMENT AREAS TO THEIR INTENDED PURPOSE. EXPENSES INCURRED BY THE CITY FOR SAID INSPECTION, REPAIR OR RESTORATION OF SAID EASEMENTS MAY BE PLACED AGAINST THE TAX ROLL FOR UNITS 1-48 INCLUSIVE AND COLLECTED AS A SPECIAL CHARGE BY THE CITY.

EXTERIOR CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHD LENGTH	CHD BEARING	CENTRAL ANGLE (Δ)	(1/2)	TANGENT	BEARINGS
C (BLOCK)	7694.44'	248.88'	248.87'	N 38°10'01" W	00°11'08"	00°05'34"	N 38°10'01" W	N 37°19'13" W
1A	7694.44'	33.69'	33.69'	N 37°42'23.5" W	00°15'03"	00°07'31.5"	N 37°34'41" W	N 37°42'23.5" W

LOT CURVE TABLE

LOT NO	MAIN CURVE	RADIUS	ARC LENGTH	CHD LENGTH	CHD BEARING	CENTRAL ANGLE (Δ)	(1/2)
1	1 (BLOCK)	7694.44'	33.81'	33.81'	N 37°26'47.5" W	00°15'08"	00°07'34.5"
1	1 (BLOCK)	7694.44'	33.85'	33.85'	N 37°42'23" W	00°15'07"	00°07'33"
1	1 (BLOCK)	7694.44'	132.13'	132.12'	N 38°18'48" W	00°58'48"	00°29'24"
2	1 (BLOCK)	7694.44'	32.53'	32.53'	N 38°59'01.5" W	00°14'32"	00°07'16"

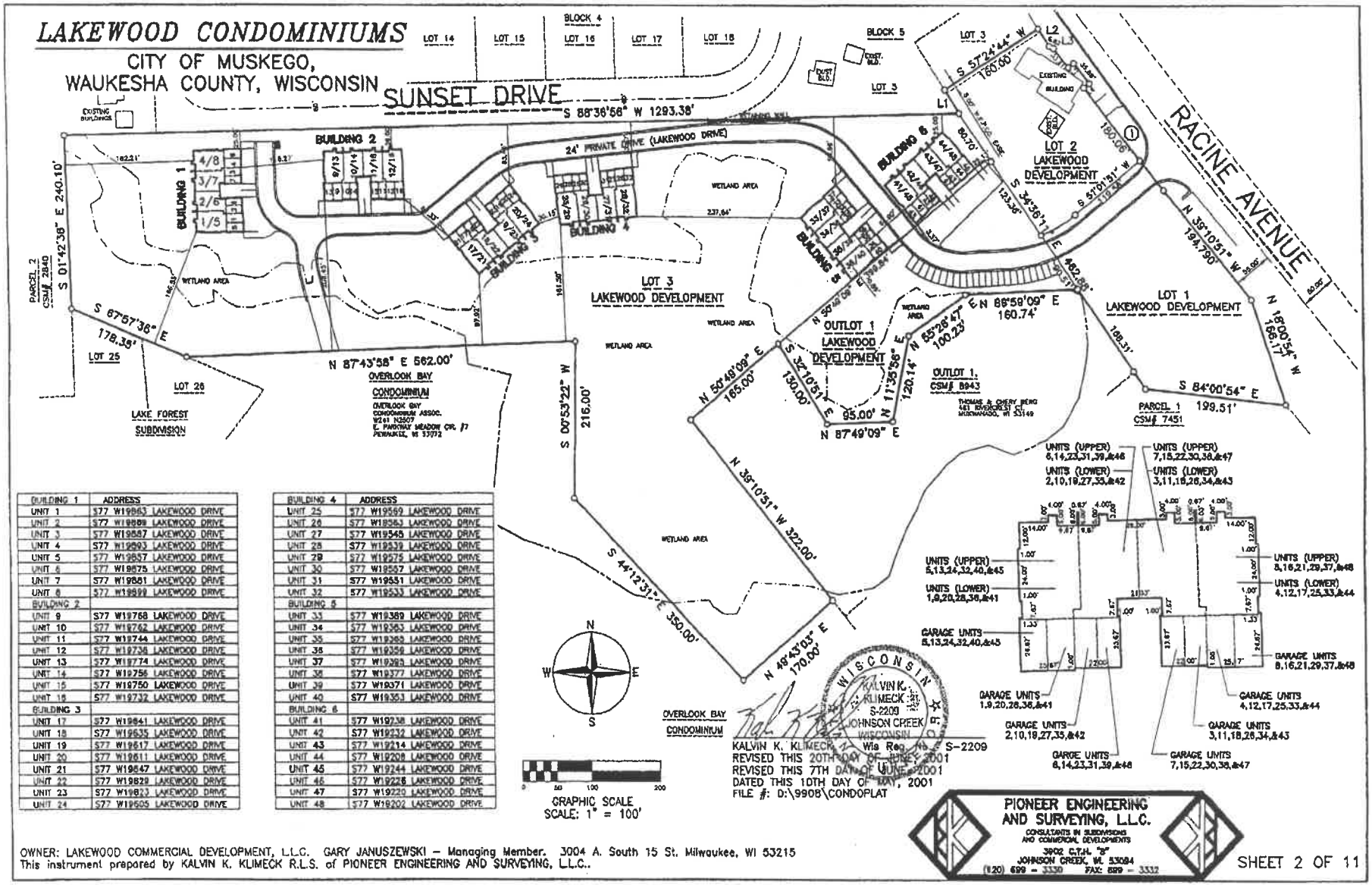
KALVIN K. KLIMECK - Wis Reg. No. S-2209
REVISED THIS 20TH DAY OF JUNE, 2001
REVISED THIS 7TH DAY OF JUNE, 2001
DATED THIS 10TH DAY OF MAY, 2001
FILE #: D:\9908\CONDOPLAT

OWNER: LAKEWOOD COMMERCIAL DEVELOPMENT, L.L.C. GARY JANUSZEWSKI - Managing Member. 3004 A. South 15 St. Milwaukee, WI 53215
This instrument prepared by KALVIN K. KLIMECK R.L.S. of PIONEER ENGINEERING AND SURVEYING, L.L.C..

PIONEER ENGINEERING AND SURVEYING, L.L.C.
CONSULTANTS IN SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038
(920) 699 - 3330 FAX: 699 - 3332

SHEET 1 OF 1.1

Mar 18 02 05:46p Gary Januszewski 414 383 8863 p.32



BUILDING 1	ADDRESS
UNIT 1	S77 W19863 LAKEWOOD DRIVE
UNIT 2	S77 W19859 LAKEWOOD DRIVE
UNIT 3	S77 W19587 LAKEWOOD DRIVE
UNIT 4	S77 W19593 LAKEWOOD DRIVE
UNIT 5	S77 W19857 LAKEWOOD DRIVE
UNIT 6	S77 W19875 LAKEWOOD DRIVE
UNIT 7	S77 W19881 LAKEWOOD DRIVE
UNIT 8	S77 W19899 LAKEWOOD DRIVE
BUILDING 2	
UNIT 9	S77 W19768 LAKEWOOD DRIVE
UNIT 10	S77 W19762 LAKEWOOD DRIVE
UNIT 11	S77 W19744 LAKEWOOD DRIVE
UNIT 12	S77 W19736 LAKEWOOD DRIVE
UNIT 13	S77 W19774 LAKEWOOD DRIVE
UNIT 14	S77 W19756 LAKEWOOD DRIVE
UNIT 15	S77 W19750 LAKEWOOD DRIVE
UNIT 16	S77 W19732 LAKEWOOD DRIVE
BUILDING 3	
UNIT 17	S77 W19641 LAKEWOOD DRIVE
UNIT 18	S77 W19635 LAKEWOOD DRIVE
UNIT 19	S77 W19617 LAKEWOOD DRIVE
UNIT 20	S77 W19611 LAKEWOOD DRIVE
UNIT 21	S77 W19647 LAKEWOOD DRIVE
UNIT 22	S77 W19829 LAKEWOOD DRIVE
UNIT 23	S77 W19823 LAKEWOOD DRIVE
UNIT 24	S77 W19505 LAKEWOOD DRIVE

BUILDING 4	ADDRESS
UNIT 25	S77 W19569 LAKEWOOD DRIVE
UNIT 26	S77 W19563 LAKEWOOD DRIVE
UNIT 27	S77 W19545 LAKEWOOD DRIVE
UNIT 28	S77 W19539 LAKEWOOD DRIVE
UNIT 29	S77 W19575 LAKEWOOD DRIVE
UNIT 30	S77 W19557 LAKEWOOD DRIVE
UNIT 31	S77 W19551 LAKEWOOD DRIVE
UNIT 32	S77 W19533 LAKEWOOD DRIVE
BUILDING 5	
UNIT 33	S77 W19389 LAKEWOOD DRIVE
UNIT 34	S77 W19363 LAKEWOOD DRIVE
UNIT 35	S77 W19385 LAKEWOOD DRIVE
UNIT 36	S77 W19356 LAKEWOOD DRIVE
UNIT 37	S77 W19395 LAKEWOOD DRIVE
UNIT 38	S77 W19377 LAKEWOOD DRIVE
UNIT 39	S77 W19371 LAKEWOOD DRIVE
UNIT 40	S77 W19353 LAKEWOOD DRIVE
BUILDING 6	
UNIT 41	S77 W19238 LAKEWOOD DRIVE
UNIT 42	S77 W19232 LAKEWOOD DRIVE
UNIT 43	S77 W19214 LAKEWOOD DRIVE
UNIT 44	S77 W19208 LAKEWOOD DRIVE
UNIT 45	S77 W19244 LAKEWOOD DRIVE
UNIT 46	S77 W19226 LAKEWOOD DRIVE
UNIT 47	S77 W19220 LAKEWOOD DRIVE
UNIT 48	S77 W19202 LAKEWOOD DRIVE

KALVIN K. KLIMECK Wis Reg. No. S-2209
REVISED THIS 20TH DAY OF JUNE, 2001
REVISED THIS 7TH DAY OF JUNE, 2001
DATED THIS 10TH DAY OF MAY, 2001
FILE #: D:\9908\CONDOPLAT

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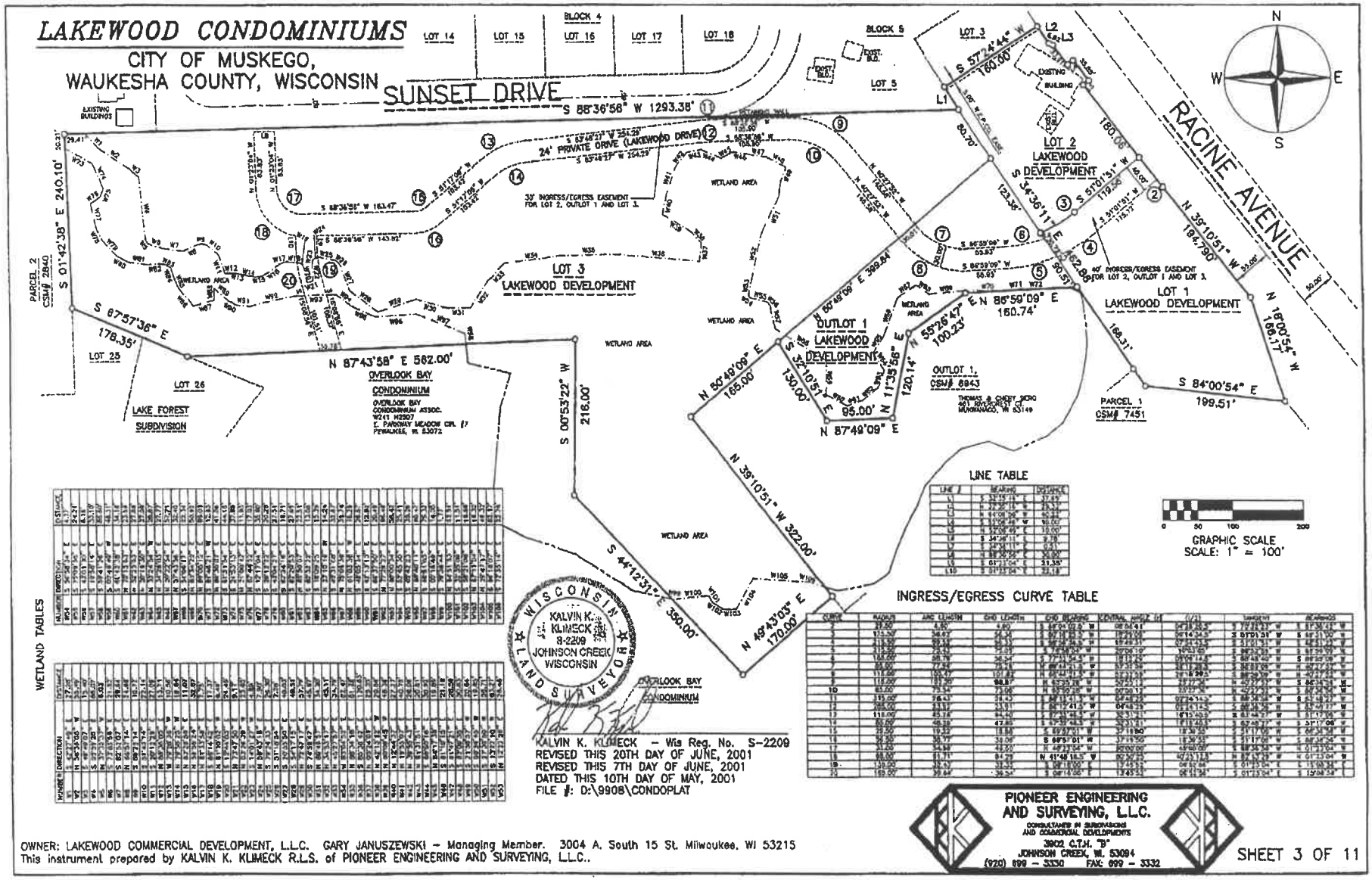
SHEET 2 OF 11

Mar 18 02 05:47p Gary Januszewski 414 383 8863 P.33



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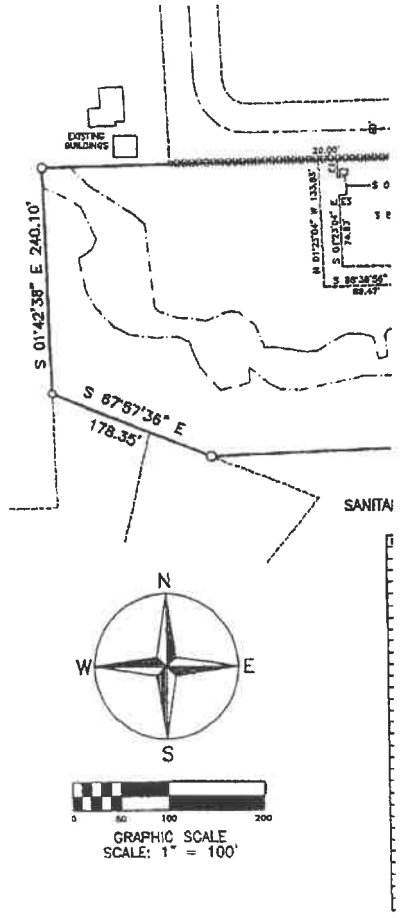
LAKEWOOD CONDOMI

CITY OF MUSKEGO,
WAUKESHA COUNTY, WISC



OWNER: LAKEWOOD COMMERCIAL DEVELOPMENT, L.L.C. C
This instrument prepared by KALVIN K. KLIMECK R.L.S.