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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR EVEGREEN ESTATES CONDOMINIUMS

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Document Number

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RECORDED ON

2003 JAN 23 AM 7 58

CONNIE J. WOOLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI

037270 /

Recording Area

Name and Return Address

Lowell E. Sweet
P O Box 318
Elkhorn, WI 53121 97.00

Parcel Identification Number (PIN)

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR EVERGREEN ESTATES CONDOMINIUMS

THIS DECLARATION is made and entered into by Evergreen Estates Condominium, LLC, hereinafter referred to as the "DECLARANT";

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Elkhorn, Walworth County, Wisconsin, and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (hereinafter referred to as the "ACT"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of themselves and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as Evergreen Estates Condomonimiums, a condominium, and any unit or units thereof or therein contained), and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose herein above set forth, DECLARES AS FOLLOWS:

ARTICLE I

LEGAL DESCRIPTION

1.01 The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin, is legally described on Exhibit "A" attached hereto and made a part hereof by reference.

Declarant is creating an expandable condominium for residential use only to consist of a maximum of fifty-two (52) units, consisting of a total of six (6) four (4) unit buildings and fourteen (14) two (2) unit buildings together with limited common elements assigned to each unit as shown on the condominium plat attached hereto and incorporated herein by reference, same being more particularly described and delineated on a Plat of Survey attached hereto as Exhibit "A" which, by reference thereto, is made a part hereof. The initial phase of the condominium shall consist of a maximum of thirty-two (32) units, consisting of a total of six (6) four (4) unit buildings and four (4) two (2) unit buildings together with limited common elements assigned to each unit as shown on the condominium plat attached hereto and incorporated herein by reference, same being more particularly described and delineated on a Plat of Survey attached hereto as Exhibit "A" which, by reference thereto, is made a part hereof. Declarant hereby reserves the right for the owners of the residential condominium units and their families, guests, invitees, successors and assigns to utilize the common roadways and other common elements of the condominium.

Included in the common elements and limited common elements are all of Declarant's interest in and to the roads, walks and grounds shown on the condominium plat. Certain portions of the common elements are assigned as limited common elements to the individual unit owners as shown on the condominium plat. Walkways, are reserved for the use, enjoyment and benefit of the unit owners as shown on the condominium plat. The walkways shall be permanent easements as shown on the condominium plat. The Declarant reserves the right at Declarant's option to construct on the common elements a storage building or buildings for use by the condominium association for the storage of equipment and supplies used in the maintenance of the condominium properties.

Declarant reserves the right to develop within ten (10) years from the date hereof on the lands described on Exhibit "A" as "Expansion Lands" as part of, Evergreen Estates Condominiums, a condominium, a maximum of an additional twenty (20) units as shown on the proposed plan of development attached. This will provide a maximum combined total of fifty-two (52) units in the condominium. Declarant shall be under no obligation to expand the condominium, said expansion to be at Declarant's option. If Declarant elects to expand this condominium, Declarant shall amend this Declaration by filing an addendum thereto as provided under the Condominium Ownership Act of Wisconsin, which addendum will provide for a change in the percentage ownership interest assigned to each unit. Declarant does not own

the real estate constituting the expansion lands. Prior to any expansion, Declarant will need to acquire title to said real estate. Included in the proposed expansion lands is an existing residential structure which may be, at Declarant's option, included as a common element for use as a recreational facility and/or manager's residence.

Said real estate is described and delineated on a Plat of Survey attached hereto as Exhibit "A" which, by reference thereto, is made a part hereof.

This condominium is made up of newly constructed condominium units which will be subject to the condominium form of ownership wherein the ownership of the individual units is vested in separate owners subject to the Condominium Ownership Act of the State of Wisconsin, this Declaration of Condominium and the By-Laws of the Association. Each owner shall have the exclusive rights of ownership, use and enjoyment of the common elements.

No unit owner or owners shall obstruct or in any manner interfere with the use and enjoyment of the walkways and common elements, except for the unit owner's limited common elements, in any manner, it being the intent of Declarant that these areas shall remain open and usable for the benefit of all unit owners and their designated users.

The Association shall regulate the use and maintenance of the Common Elements. All tree removal and planting shall be done by the Declarant, prior to the formation of the Association, at Declarant's expense and the Association thereafter as a common expense. No unit owner may plant or remove any trees or shrubs without prior approval of the Declarant prior to the formation of the Association and the Association thereafter.

No unit owner may construct or maintain any auxiliary facilities without Declarant's prior approval or after formation of the Association, the Board's approval. Failure to maintain same in good condition shall be the basis for revocation of approval and immediate removal of same by the Board at unit owner's expense. The Association shall be responsible for exterior maintenance of the units. If a unit owner fails to maintain the limited common elements in good and sightly condition, the Association will do so and shall special assess the unit owner for all costs and expenses incurred. The special assessment shall be enforceable as provided by law for any condominium assessment.

All construction, use and occupancy of the units and real estate shall be subject to the provisions of the rules and regulations labeled Exhibit "C" attached hereto and incorporated herein by reference.

The grounds, walkways, roadways and designated parking areas serving the condominium as a whole shall be maintained by the Association as a common element and expense.

No solid view obstructing fences shall be constructed within the condominium except

for fencing designed to screen the privacy of any patio or deck located immediately adjacent to the residential unit, same to be subject to prior approval by the Declarant prior to the formation of the Association and the Association thereafter. Neither the Declarant or the Association shall be obligated to consent to the construction of any fence, said consent to be solely at their discretion.

The drives located within the condominium boundaries shall be private and shall be maintained by the condominium association.

All approvals required under this Declaration and the By-Laws of the Association shall be in writing.

Said real estate and all improvements thereon and appurtenances thereto shall be known as EVERGREEN ESTATES CONDOMINIUMS. The initial address shall be Evergreen Estates Condominiums, N6147 U S Highway 12/67, Post Office Box 48, Elkhorn, Wisconsin 53121-0048.

The acceptance of a conveyance of a unit in this condominium shall be deemed to grant to and vest in Declarant the power of attorney on the part of the unit owner to grant easements for the benefit of the condominium and to amend this declaration and the Association By-Laws to correct errors or omissions and/or to comply with any applicable Federal, State, County or local laws, ordinances or agency regulations. The purchase of a unit subject to this Declaration shall constitute the acceptance by the purchaser of all of the terms and conditions herein contained.

ARTICLE II

DEFINITIONS

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

2.01 Declaration: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02 Property: The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the ACT.

2.03 Unit: A part of the property subject to this ACT intended for independent use as a single family residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof)

in any of the buildings.

2.04 Unit Owner: The person, combination of persons, partnership or corporation who owns a unit and an undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the declaration.

2.05 Unit Number: The number or combination of numbers, designating the unit in the declaration.

2.06 Association: All of the unit owners acting as a group in accordance with the By-Laws and Declaration.

2.07 Building: A structure containing 2 or more units, or 2 or more structures each containing 1 or more units and comprising a part of the property.

2.08 Common Elements: All of the condominium except the units and including but not limiting thereto:

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

(b) The foundations, columns, girders, beams, supports, main walls, roofs, and entrances and exits of the buildings;

(c) The grounds, basements, yards, gardens, parking areas, storage spaces, play areas, parks and recreational facilities; except individual Unit basements;

(d) The premises for the storage of property utilized in the maintenance of the property and for the storage of property owned by the unit owners;

(e) Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, as applicable;

(f) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(g) Such community facilities as may be provided for in the declaration; and

(h) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09 Common Expenses:

(a) All sums lawfully assessed against the unit owners by the association of unit

owners; and

(b) Expenses declared common expenses by this act or by the declaration or by-laws.

2.10 Common Surpluses: The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

2.11 Limited Common Elements: Those common elements designated in the declaration as reserved for exclusive use of one or more but less that all unit owners.

2.12 Majority or Majority of Unit Owners: The unit owners with more than 50% of the votes in accordance with the votes assigned in the declaration to the units for voting purposes.

2.13 Person: Individual, corporation, partnership, association, trustee or other legal entity.

2.14 Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.15 Parking Area: Area provided for parking automobiles as shown on Exhibit A attached hereto, and hereinafter described.

2.16 Occupant: Person or persons, other than Owner or Unit Owner in possession.

2.17 Plat: The Plat of Survey of the Property, Buildings and all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "A" and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration with the Walworth County Register of Deeds.

2.18 Streets and Roads: The surfaced portions of the property set aside for use for travel by foot, animal or vehicle to and from the buildings to the public streets or highways.

2.19 Master Association: A profit or non-profit corporation or unincorporated association which exercises the powers under the Wisconsin Condominium Ownership Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

2.20 Auxiliary Building. Any building, other than the residential structure.

ARTICLE III
PROPERTY AND UNITS: SUBMISSION TO ACT

3.01 Submission of Property to the Act: The Declarant hereby submits the Property to the provisions of the Act.

3.02 Units: Description and Ownership: The legal Description of each Unit shall consist of the identifying number of such Unit as shown on the Plat, attached hereto as Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereon as shown on the Plat. Except as otherwise provided by the Condominium Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

3.03 Certain Structures Not Constituting Part of a Unit: No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through the Unit and serving more than the Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

ARTICLE IV
COMMON ELEMENTS: LIMITED COMMON ELEMENTS

4.01 Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The extent or amount of such ownership shall be expressed by a percentage amount. The percentage ownership may be changed by the Declarant as hereinbefore provided or upon unanimous written approval of all the Unit Owners and their mortgage holders, if any, in the form of an Amended Declaration duly recorded. In the event of condemnation by public authority as hereinafter provided in Article IX 9.01 or of loss as provided in Article X, the percentage ownership may be changed to conform with the provisions set forth therein. The DECLARANT has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference, as though fully set forth herein. The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4.03 Common Elements: Description: The Common Elements shall be designated and set forth on Exhibit "A", attached hereto, and shall consist of all of the condominium except the units.

4.04 Limited Common Elements: Description: The Limited Common Elements shall be as designated and set forth on Exhibit "A", attached hereto, and shall be identified thereon as to type, extent and unit or units to which the Limited Common Element is assigned. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a Limited Common Element appertaining to that unit exclusively and need not be shown on Exhibit "A".

ARTICLE V
GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both unit owner's interest in the Unit and the unit owner's corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Whenever a unit is conveyed, the corresponding percentage of ownership in the Common Elements shall be automatically included whether same is specifically set forth in the documents of conveyance or not.

5.02 Use of the Common Elements: Subject to the provisions of Section 5.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Directors shall have the authority to lease or rent or grant licenses or concessions with respect to any facilities constructed by the Association or others, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

5.03 Maintenance of Common Elements: Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements

shall be the responsibility of the Board. Each Unit Owner shall pay unit owner's proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such "Common Expenses" shall be allocated and divided equally amongst all units regardless of size. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act. DECLARANT shall pay the proportionate share of Common Expenses allocated to those unsold Units which DECLARANT has determined are substantially completed, there being no assessment due on incomplete Units. To the extent that any of the facilities servicing the development (such as roadways and walkways) also service areas not made a part of this condominium, Common Expenses shall be apportioned by the Board among the respective areas so serviced, as determined by the Board, and such apportioned amounts shall be added to and treated as Common Expenses within each area. It is the intent of this provision to provide for the payment by DECLARANT of those costs attributable to the additional areas not submitted to this Declaration prior to submission thereto or in the event of alternate use thereof by the DECLARANT, its successors or assigns. No use by DECLARANT shall be for a use detrimental to or materially different from the use being made of lands within the Condominium. The DECLARANT shall not be assessed maintenance assessments for those Units owned by DECLARANT that are used exclusively as Model Units until such time as the use of same is converted from that of a Model Unit for display and sales promotional purpose to that of a Unit for residential use as herein provided.

5.04 Easements:

(a) Encroachments: In the event that, by reason of the construction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners. Included herein shall be any encroachment upon Individual Grounds.

(b) Easements for Utilities: Wisconsin Electric Power Company, Elkhorn Light & Water Commission, State Long Distance Telephone Company, City of Elkhorn, Charter Communications and all other public utilities serving the property are hereby granted the

right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with the utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The DECLARANT prior to the creation of the Board and the Board thereafter may hereafter grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the DECLARANT prior to the creation of the Board and the board thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police, Fire and Emergency Medical Services and Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies, fire departments and emergency medical services for the performance of their duties.

(e) Easements for Post Office: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

(f) Declarant's Easement: An easement is hereby granted to the Declarant and Declarant's heirs, successors and assigns, over and across the common elements of the condominium for the purpose of developing the property described herein and any adjacent lands owned by Declarant or Declarant's heirs, successors and assigns. This easement shall terminate when Declarant or Declarant's heirs, successors and assigns, has fully completed the condominium and no longer owns any adjacent lands.

Insurance Unit Owners

5.05 Limited Common Elements:

(a) Parking Areas and Garages: Any parking area or other portion of the property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit, except for the garages that are part of the unit and the driveway approaches to the unit assigned to and made a part of any Unit.

(b) Auxiliary Buildings: Auxiliary buildings used for the storage of personal items or for the pursuit of a hobby or recreational interest shall not be constructed on the limited common areas without the prior written approval of the Declarant, prior to the creation of the Association, and the Board of Directors of the Association after same is created. The use of any auxiliary building shall be subject to the rules and regulations of the Board.

5.06 Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber the Unit Owner's own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except the Unit Owner's own Unit and the unit's respective ownership interest in the Common Elements as aforesaid.

5.07 Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for Unit Owner's Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay Unit Owner's proportionate share thereof in accordance with the respective percentage of ownership interest in the Common Elements allocated to the Unit.

5.08 Utilities: Each Unit Owner shall pay for the natural gas, cable TV, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

5.09 Insurance; Unit Owners: Each Unit Owner shall be responsible for the insurance on the contents of the Unit; Unit Owner's additions and improvements thereto; decorating, furnishings and personal property therein; Unit Owner's personal property stored elsewhere on the Property; and Unit Owner's personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 6.08 hereof.

Each Unit Owner hereby waives and releases any and all claims which the unit owner may have against any other Unit Owner, the Board, its officers, members of the Board, the DECLARANT, the manager and managing agent of the Condominium, if any, and their

respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire and other forms of casualty insurance.

5.10 Maintenance, Repairs and Replacements of Units:

(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of any Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Building hereinbefore referred to, but the Board shall not be responsible for any obligation of any individual Owner under any other provision of this Declaration.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at Unit Owner's expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements of the interior of the Unit Owner's Unit and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries or its limited common elements as specified in Sections 3.02 and 3.03. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.

(2) All of the interior decorating within Unit Owner's Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating.

The use of the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement required to cure a latent or patent defect in material or workmanship in the construction or location of a structure on the property, nor because they may become entitled to the benefit of any

construction guarantee or proceeds under policies of insurance. All exterior maintenance of a unit on Individual Grounds shall be the obligation of the Board or the Unit Owner as hereinbefore provided.

5.11 Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of a member of Unit Owner's family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.12 Joint Facilities: To the extent that equipment, facilities and fixtures serving more than one Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Condominium, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance repairs, or replacements or fixtures affecting or serving other Units or the Common Elements.

ARTICLE VI

ADMINISTRATION

6.01 Board of Directors: Association: The direction and administration of the Property shall be vested in a Board of Directors (hereinbefore and hereinafter sometimes referred to as the "Board"), consisting initially of three (3) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws, acting collectively through the Board, shall be known as Evergreen Estates Owners Association, an unincorporated association, subject to any subsequent incorporation as provided in Article XIII below (herein above and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein are imposed upon the Board as the governing body and agent of the Unit Owners and the Association. The provisions of this Article VI, Articles VII and VIII below shall be included in the initial and basic By-Laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. The Association shall have the right to increase the number of Directors by affirmative vote of 67% of the Unit Owners.

The Declarant, prior to the expiration of Declarant control and the association thereafter by majority vote of the unit owners, may affiliate with a master association for the purpose of carrying out the duties and powers provided under Wisconsin Condominium Ownership Act for Master Associations.

6.02 Determination of Board to be Binding: Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 Voting Rights: There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his\her or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. There shall be one (1) vote per unit with the total vote available being equal to the total number of units in the condominium. The DECLARANT (or his nominee) may exercise the voting rights with respect to any Unit owned by the DECLARANT.

6.04 Meetings:

(a) Quorum: Procedure: The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: The first Annual Meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the DECLARANT prior to the conveyance of twenty-five percent (25%) of the common element interest to unit owners at which meeting the unit owners other than DECLARANT shall elect at least twenty-five percent (25%) of the directors of the Board. Prior to conveyance of fifty percent (50%) of the common element

interest to unit owners, a meeting shall be held at which the unit owners other than DECLARANT shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors of the Board. Not later than thirty (30) days after the expiration of DECLARANT control, a meeting shall be held by the Association at which the directors and officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year, at 10:00 o'clock A.M., on the third Saturday in January of each year, on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting. DECLARANT control shall cease at the earlier of the following events: ten (10) years from the date of conveying the first unit by Declarant to a unit owner or 30 days after the conveyance of 75% of the common elements to unit purchasers (sale of units owning a total of 75% of the condominium as set forth on Exhibit "B" of the Declaration).

(c) Special Meetings: Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said Meeting shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said Meeting. The notices shall specify the date, time and place of the Meeting and the matters to be considered.

6.05 Notices of Meetings: Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

6.06 Board of Directors: Election: Meetings:

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a member or members of the Board of Directors for the forthcoming year, consisting of three (3) owners, all of whom must own a unit, except for Board members nominated or designated by the DECLARANT. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of three (3) years or until their successors are elected and qualify, provided, however, that the terms of at least one-third of the Directors shall expire annually. If a member of the Board of Directors shall cease to meet any qualification herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant. Vacancies in the Board may be filled by unanimous vote of the remaining Members thereof. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its

meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account.

(c) Any Board Member may be removed from office, by the affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

6.07 General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

(a) To elect the officers of the Association as herein above provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.10 (b) above);

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

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(f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and

(j) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

6.08 Specified Powers of the Board: The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) Casualty Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units, if any, located within a building or buildings. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board of Trustees for each of the Unit Owners in their respective percentages of ownership interest in the common Elements as established in Exhibit "B", except that the proceeds derived from any loss sustained by a Unit or Units, if any, located within a building or buildings shall be held and disbursed for the benefit of the Unit Owners of the Units sustaining such loss. The Board may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act

and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of $50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Board insured Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

The proceeds of any insurance on the common elements shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the damaged or destroyed Building or Buildings or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each unit owner may, at said unit owner's personal expense carry casualty insurance on their unit and provide for said insurance to be paid direct to the unit owner. Each unit owner shall be responsible for all insurance coverage on the contents of the unit and the personal property of the unit owner located on the common elements of the condominium.

(c) Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the DECLARANT, the manager and managing agent of the Buildings, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

(d) Workmen's Compensation: Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for

maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements, not including any portion of the Common Elements which are the responsibility of any Owner and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements;

(g) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of this Declaration;

(h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(i) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Buildings and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board of Association is responsible. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his/her representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

Capital Improvement limited to $15,000 unless 2/3 authorize more

(j) Capital Additions and Improvements: The Board's powers herein above enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of fifteen thousand dollars ($15,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of fifteen thousand dollars ($15,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

(k) Certain Utility Services to Units: The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his/her share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

6.09 Vouchers: All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

6.10 Rules and Regulations:

(a) Rules: The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: Notwithstanding any other provision herein, the Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(c) Nothing herein above contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

ARTICLE VII

BUDGET-ASSESSMENTS-MAINTENANCE FUND

7.01 Preparation of Estimated Budget: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials,

insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to the By-Laws. Said assessments shall be payable as provided in the By-Laws. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in the excess of the amount required for actual expenses and reserves shall be credited according to each Owner's payment obligations to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's payment obligations to the installments due in the succeeding months after rendering of the accounting as provided in the By-Laws.

Exhibit "B" contains therein a breakdown of the method of assessment for information purposes, same being in compliance with the By-Laws.

7.02 Reserve for Contingencies and Replacements: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to the By-Laws. The Board shall serve notice of such further assessment on all Owners as provided in the By-Laws and such further assessment shall become effective as provided in the By-Laws. All Owners shall be obligated to pay the adjusted amount. At the time each Unit is first occupied, the Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent or as otherwise directed by the Board, an amount equal to three (3) times the monthly assessment which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

7.03 Budget for First Year: When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement" as herein above defined, for the period commencing thirty (30) days after said election and ending on December 31, of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in the By-Laws.

7.04 Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in

any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered. Said payment shall be as provided in the By-Laws.

7.05 Books and Records: The board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours of week days as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee as fixed by the board not to exceed twenty-five dollars ($25.00), any Owner shall be furnished a statement of Unit Owner's account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.06 Status of Collected Funds: All funds collected shall be held and expended for the purposes designated and (except for such special assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners as provided in the By-Laws.

7.07 Remedies for Failure to Pay Assessments: If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, there By-Laws, this Declaration or other available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for an on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by an decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided,

however, that encumbrances (other than those constituting a first mortgage recorded prior to the making of such assessment) owned or held by or on behalf of any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrance of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be sub-ordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

7.08 Rental during Foreclosure: In the event of the foreclosure of a lien for unpaid common expenses, the Unit Owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such Unit.

7.09 Amendments: Except for such amendments as may be required to conform any provision of the Declaration to the requirements of law, all amendments to this Article VII shall only be effective upon unanimous written consent of the Owners and their mortgagees. No Unit Owner may exempt himself from liability for his/her contribution towards the Common Expenses by waiver of the use of enjoyment of any of the common areas and facilities or by abandonment of his Unit.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8.01 The Units and Common Elements shall be occupied and used as follows:

(a) Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed,

(b) Obstruction of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his/her own Unit.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents

thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Exterior Exposure of Buildings: Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. Owners shall not cause nor permit any sign, poster or other display to be located inside of or adjacent to any door or window in such manner or fashion as to be visible to the exterior of the building, including "For Sale", "For Rent" or any other type of sign without the prior consent of the Board.

(e) Impairment of Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(f) Signs: Sales: The right is reserved by the DECLARANT, or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units, or the management and/or construction of the condominium.

(g) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(h) Parking Area: That part of the Common Elements identified in Exhibit "A" as Parking Area shall be used by the Owners for parking purposes, subject to exclusive rights of the respective Unit Owners.

(i) Display of Model Units by DECLARANT: Declarant reserves the right, at Declarant's option, for a period of not more than 120 months from the recording or filing of this Declaration, to occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the DECLARANT one or more Units for business, construction management, general management or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

(j) No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that dogs, cats, or other

domesticated household pets may be kept in units, subject to rules and regulations adopted by the Board of Directors, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board of Directors.

(k) Trees and Shrubs: No living trees or shrubs shall be cut down or removed from the premises, except for those growing in the designated unit building area and driveway access thereto, without the written permission of the Declarant prior to the creation of the Board of the association, and by the Board thereafter. The Unit Owner shall submit to the Declarant or the Board the Unit Owner's plans for removal of trees and shrubs prior to the removal of any living shrub or tree.

8.02 The By-Laws shall govern the management and operation of the Condominium, except as otherwise provided in this Declaration, including any restrictions on or requirement respecting the use and maintenance of the units and the Common Elements.

ARTICLE IX

DEFAULTS, CONDEMNATION

9.01 Default:

In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VII.

9.02 Condemnation:

(a) In the event of condemnation under the Laws of Wisconsin for a portion of the premises including therein a residential building, or buildings, or Unit, or Units whereby construction of a like building or buildings or Unit or Units cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(1) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the common elements condemned plus a sum equal to said Owner's interest in the remaining common elements to be paid by the remaining owners.

(2) To the Owners of the common elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under condemnation. Any award obtained by legal action, shall be disbursed to the Owners as their common interests may appear, including the Owners of those units condemned as though they were voting members.

(3) The decision as to whether a like building, buildings, Unit, or Units may be constructed elsewhere on the premises, shall be determined by the voting members. A favorable vote for construction shall be by fifty-one percent (51%) of the voting members and compliance with the restrictions of record. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the governmental bodies having jurisdiction in the area where the condominium is located.

(4) The condemnation of an Owner's unit and its non-replacement with a like unit, shall terminate said Owner's membership. The remaining members shall constitute the Owners of all common elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

9.03 Responsibility of Transferees for Unpaid Assessments: In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amount paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the association or the Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for same, the association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

10.01 Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, same shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in

the event, within sixty (60) days after said damage, or destruction, shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty percent (50%) of the total buildings, said building or buildings shall be promptly repaired or restored, subject to the provisions of Article VI Section 6.08 hereinbefore set forth.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) Additional Insurance: Any Owner may, at said Owner's option, carry additional insurance on Unit Owner's unit including coverage for any substantial improvements made therein.

(d) Any vote of the Owners required under this section shall require the affirmative vote of the Owners having 75% or more of the votes.

10.02 Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI

SALE OF THE PROPERTY: REMOVAL FROM CONDOMINIUM OWNERSHIP

11.01 Voluntary Sale of the Property: The Owners by affirmative vote of 75% of the total vote, at a meeting of Unit Owners called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which said sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of Unit Owner's interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value as determined by

a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

11.02 All of the Owners may remove the property from the provisions of this Declaration by executing and recording an instrument to that effect. All holders of liens affecting any of the units must consent in writing, said consent to be duly recorded, to the transfer of their lien to the percentage of undivided interest of the unit owner in the property.

In the event of the removal of the property from the provisions of this Declaration, the property shall be deemed to be owned in common by the unit owners. The percentage of undivided interest in the condominium shall be the percentage interest of the unit as a tenant in common.

ARTICLE XII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

12.01 Abatement and Enjoyment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 12.02 next succeeding:

(a) To enter upon the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the DECLARANT, or his, heirs, successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and

(b) To prohibit the use of all of the amenities of the condominium and the common elements thereof, except for the right of ingress and egress over the roadways and walkways located on the common elements and the use of the individual unit by the defaulting owner.

(c) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(d) To seek damages by appropriate legal proceedings, including the recovery of all attorney fees and costs incurred by the Board in enforcement of the foregoing remedies.

12.02 Involuntary Sale: If any owner (either by his/her own conduct or by the conduct of any other occupant of his/her unit) shall violate or breach any covenants, By-Laws,

restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur more than once thereafter, then the Board shall have the power to issue the defaulting Owner a thirty day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his/her Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by Unit Owner on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his/her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE XIII

FORMATION OF ASSOCIATION

13.01 Formation of Association: The DECLARANT, prior to conveyance of the first unit, shall establish an association to govern the condominium. The association shall be organized as a profit or non-profit corporation or as an unincorporated association. The association shall be known as EVERGREEN ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC., if incorporated, and as EVERGREEN ESTATES CONDOMINIUM OWNERS ASSOCIATION, if unincorporated. Upon the formation of such Association, every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his/her Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

ARTICLE XIV

GENERAL PROVISIONS

14.01 DECLARANT'S Initial Rights: Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after DECLARANT shall have consummated the sale of Units aggregating seventy-five percent (75%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto:

The DECLARANT, or his heirs, successor, or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the DECLARANT may relinquish such said powers, rights, duties and functions at any time after consummating the sale of Units aggregating fifty-one percent (51%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto.

DECLARANT shall interpret the foregoing.

14.02 Notice to Mortgage Lenders: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

14.03 Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given to any devisee or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

14.04 Covenants to Run With Land: Each grantee of the DECLARANT by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

14.05 Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

14.06 Waiver of Damages: Neither the DECLARANT, nor his representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the DECLARANT'S capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu.

Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the DECLARANT, its successors or assigns, shall have the option to settle same in full by repurchasing the Unit from Unit Owner for a sum equal to Unit Owner's original purchase price plus an amount equal to two (2%) percent of said purchase price.

14.07 Amendments to Declaration: The provisions of Article III, Article IV, Article VII, and Section 14.07 of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration (except Section 14.06, which may never be changed without written consent of the DECLARANT), may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4ths) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of Walworth County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

14.08 Severability: The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

14.09 Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for

violation of:

(a) the rule against perpetuities or some analogous statutory provisions,

(b) the rule restricting restraints on alienation, or

(c) any other statutory or common law rules imposing time limits,

then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of President George W. Bush and Governor Scott McCallum.

14.10 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential/recreational development. In the event of any controversy arising under this Declaration, same shall be submitted to arbitration under the laws of the State of Wisconsin, as a pre-requisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him, her or them. The expense of any arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Walworth County, Wisconsin.

14.11 Indemnity to Board Members: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as Unit Owner's percentage interest bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

14.12 Service of Process: All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the development parcel shall be served

EXHIBIT "A"
Legal Description

Lot 1 of Certified Survey Map No. 826, located in part of the Northwest 1/4 of Section 19, Town 3 North, Range 17 East, City of Elkhorn, Walworth County, Wisconsin. (end of description)

EXHIBIT B

The method of determination of the percentage of vested ownership in the common areas and facilities and obligation for common expenses is as follows:

Percentage Ownership = $\frac{\text{Ownership Points x 100}}{\text{Total Ownership Points}}$

THE INITIAL PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES, AND UPON COMPLETION OF THE CONDOMINIUM, PRO-RATA SHARE OF COMMON EXPENSES OF THE UNITS IN EVERGREEN ESTATES, A CONDOMINIUM IS AS FOLLOWS:

UNIT NUMBER	OWNERSHIP POINTS	PERCENTAGE OWNERSHIP
1	100	3.125%
2	100	3.125%
3	100	3.125%
4	100	3.125%
5	100	3.125%
6	100	3.125%
7	100	3.125%
8	100	3.125%
9	100	3.125%
10	100	3.125%
11	100	3.125%
12	100	3.125%
13	100	3.125%
14	100	3.125%
15	100	3.125%
16	100	3.125%
17	100	3.125%
18	100	3.125%
19	100	3.125%
20	100	3.125%
21	100	3.125%
22	100	3.125%
23	100	3.125%
24	100	3.125%
25	100	3.125%
26	100	3.125%
27	100	3.125%

28	100	3.125%
29	100	3.125%
30	100	3.125%
31	100	3.125%
32	100	3.125%

Total Ownership Points 3200

The assessment of common expenses as described in the Declaration shall be levied based on the above percentages.

EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM
OF
EVERGREEN ESTATES CONDOMINIUMS

The following rules and regulations are hereby incorporated into the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Evergreen Estates Condominiums. These rules and regulations shall be enforced by the Declarant prior to the formation of the condominium association and by the association thereafter.

1. Each Unit shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.

2. Each Unit shall be maintained by the Unit Owner so as to be neat in appearance when viewed from any street or other Unit and , if not properly maintained, the Association may perform needed maintenance and charge the costs thereof to the Unit Owner and levy a Special Assessment against the Unit.

3. Each Unit shall have an attached, enclosed garage for at least two automobiles.

4. Outdoor lighting will be incandescent or of low-pressure sodium, and fixtures shall be shielded or directed downward so as to eliminate skyward, and minimize horizontal, illumination. Each unit owner shall be required to purchase from the Declarant mail box set-up at the time of closing of the purchase of their unit.

5. No Unit line, fence, wall hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board.

6. No outbuildings, except for association owned outbuildings described in the Declaration, shall be constructed on the condominium property without the prior approval of the Board of Directors of the Association.