CONDOMINIUM DECLARATION

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DECLARATION OF CONDOMINIUM

FOR

RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM ASSOCIATION, INC.

This Declaration, made this _____ day of _____, 1982, by RIVERVIEW RESOURCES CORPORATION, a Wisconsin corporation, for convenience hereinafter referred to as the "Declarant"

W I T N E S S E T H:

WHEREAS, the Declarant is the legal title holder of the following described real estate located in the City of Delafield, County of Waukesha, and State of Wisconsin, and described as:

All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1112.00 feet to the point of beginning; thence continuing North, 346.50 feet; thence N 81° 45' E, 222.75 feet; thence North, 132.00 feet to the center line of Main Street.; thence N 81° 48' E on said center line, 291.48 feet; thence S 11° 01' E, 185.00 feet; thence N 87° 55' 30" E, 51.16 feet; thence S 0° 12' E, 55.00 feet; thence N 89° 02' E, 65.73 feet; thence South, 222.51 feet; thence S 81° 45' W, 668.25 feet to the point of beginning. Said parcel contains 5.916 acres.
The Northerly 33.00 feet, adjacent to Main Street is reserved to be dedicated for street purposes.

All of the above-described lands when referred to in total are hereinafter described and referred to as "total available lands."

This Declaration is specifically concerning those lands which are hereinafter described and referred to as the "parcel" and which are more specifically described as:

All that part of the N.W. $\frac{1}{4}$ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the S.W. corner of the N.W. $\frac{1}{4}$; thence North on the West line of said $\frac{1}{4}$ section, 1458.50 feet; thence N 81° 45' E, 222.75 feet to the point of beginning; thence North, 132.00 feet to the center line of Main Street; thence N 81° 48' E on said center line, 270.10 feet; thence S 8° 27' E, 33.00 feet; thence 73.79 feet on the arc of a curve to the right, whose radius is 70.00 feet, and whose chord bears S 22° 00' W, 70.42 feet to a point of reversed curvature; thence 92.05 feet on the arc of a curve to the left, whose radius is 90.00 feet and whose chord bears S 22° 53' 56" W 88.09 feet; thence S 83° 35' 52" W, 24.00 feet; thence N 73° 20' W, 32.89 feet; thence S 16° 40' W, 43.00 feet; thence N 73° 20' W, 150.00 feet to the point of beginning. Said parcel contains 0.9382 acres.

WHEREAS, the Declarant intends to and does hereby submit the above-described Parcel of real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereof, and all rights and privileges belonging or in anywise pertaining thereto (all hereinafter called the "Property") to the provisions of the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, as amended; and

WHEREAS, this Declaration concerns the first phase which consists of four (4) units; and

WHEREAS, the Declarant will develop the RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM in several phases which, if all phases are completed, will consist of twenty-eight (28) units, each of which may, at the developer's option, be in the following phases:

PHASE II, consisting of eight (8) units and described as:

All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1458.50 feet; thence N 81° 45' E, 222.75 feet to the point of beginning; thence S 73° 20' E, 150.00 feet; thence N 16° 40' E, 43.00 feet; thence S 73° 20' E, 32.89 feet; thence N 83° 35' 52" E, 24.00 feet; thence 92.05 feet on the arc of a curve to the right, whose radius is 90.00 feet and whose chord bears N 22° 53' 56" E, 88.09 feet to a reverse curve; thence 73.79 feet on the arc of a curve to the left, whose radius is 70.00 feet and whose chord bears N 22° 00' 00" E, 70.42 feet; thence N 8° 27' W, 33.00 feet to the center line of Main Street.; thence N 81° 48' E on said line, 21.38 feet; thence S 11° 01' E, 185.00 feet; thence S 60° 18' W, 112.70 feet; thence 29.40 feet on the arc of curve to the left, whose radius is 84.00 feet and whose chord bears N 14° 13' 25" W, 29.25; thence S 65° 45' W, 24.00 feet; thence 115.35 feet on the arc of a curve to the right, whose radius is 60.00 feet and whose chord bears S 30° 49' 30" W, 98.39 feet; thence S 85° 54' W, 120.00 feet; thence N 10° 56' 49" W, 141.00 feet to the point of beginning.
Said parcel contains, 0.8028 acres.

PHASE III, consisting of eight (8) units and described as:

All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1112.00 feet; thence N 81° 45' E, 359.69 feet to the point of beginning; thence continuing N 81° 45' E, 308.56 feet; thence North, 222.51 feet; thence S 89° 02' W, 65.73 feet; thence N 0° 12' W, 55.00 feet; thence S 87° 55' 30" W, 51.16 feet; thence S 60° 18' W, 112.70 feet; thence 29.40 feet on the arc of a curve to the left, whose radius is 84.00 feet and whose chord bears N 14° 13' 25" W, 29.25 feet; thence S 65° 45' W, 24.00 feet; thence 115.35 feet on the arc of a curve to the right, whose radius is 60.00 feet and whose chord bears S 30° 49' 30" W, 98.39 feet; thence S 85° 54' W, 25.00 feet; thence S 4° 06' E, 195.70 feet to the point of beginning.
Said parcel contains 1.7844 acres.

PHASE IV consisting of eight (8) units and described as:

All that part of the N.W. $\frac{1}{4}$ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the S.W. corner of the N.W. $\frac{1}{4}$; thence North on the West line of said $\frac{1}{4}$ section, 1112.00 feet to the point of beginning; thence continuing North, 346.50 feet; thence N 81° 45' E, 222.75 feet; thence S 10° 56' 49" E, 141.00 feet; thence N 85° 54' E, 95.00 feet; thence S 4° 06' E, 195.70 feet; thence S 81° 45' W, 359.69 to the point of beginning. Said parcel contains 2.3911 acres; and

WHEREAS, the Declarant further desires to establish for its own benefits and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold said interest subject to, certain rights, easements and privileges in, over, and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and preserve the co-operative aspects of ownership of and residence on the Property and are established for the purpose of facilitating the proper administration of the Property and enhancing and perfecting the value, desirability and attrractiveness of the Property;

NOW, THEREFORE, the Declarant, as the legal title holder of the Property hereinbefore described, and for the purposes above set forth, declares as follows:

1. DEFINITIONS. As used herein, unless the context otherwise requires:

(a) "Act" means the "Condominium Ownership Act" of the State of Wisconsin, as amended.

(b) "Association" means the RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM ASSOCIATION, INC., a Wisconsin non-profit corporation.

(c) "Board" means the Board of Directors of the Association.

(d) "Building" or "Buildings" means all structures or structural improvements located on the Parcel and forming part of the Property and containing one or more Units, as shown in the Plat.

(e) "By-Laws" means the By-Laws of the Association.

(f) "Common Elements" shall include all portions of the Property except the Units.

(g) "Common Expenses" means the expenses affecting the Property, including reserves, lawfully assessed by the Board. Such Common Expenses shall consist of the expenses of the administration and operation of the Common Elements and any other expenses incurred in conformance with the Act, this Declaration, and the By-Laws, including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto.

(h) "Declarant" means RIVERVIEW RESOURCES CORPORATION, a Wisconsin corporation, or any successor thereof, provided such successor is designated in writing as a successor to the rights of Declarant hereunder.

(i) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.

(j) "Limited Common Elements" shall include common elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration or on the Plat. Said Limited Common Elements shall include, but not be limited to patios.

(k) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) in the aggregate of the undivided ownership interest of the Common Elements.

(l) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(m) "Parcel" means the parcel or tract of real estate, described above in this Declaration, submitted to the provisions of the Act.

(n) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(o) "Plat" means the Condominium Plat and amended plats which are filed for record concurrently with the recording of this Declaration and with any Amendments to this Condominium Declaration as required by the Act.

(p) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of al Unit Owners, submitted to the provisons of the Act.

(q) "Record or Recording" refers to the record or recording in the office of the Register of Deeds in Waukesha County, Wisconsin.

(r) "Unit" means a part of the Property designed and intended for any type of independent use so specified as a Unit and shown on the Plat. Each unit shall be identified with a combination of a Roman numeral and a letter. The Roman numeral shall be designated at the time when the declaration is made. The Roman numeral for the one building in this declaration is "I." The "letter" designation shall be "a," "b," "c," or "d" as is indicated in the building floor plans attched hereto. Each Unit shall be comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the exterior surfaces of the drywall, the exterior side of the windows and doors, lower boundaries formed by the interior side of the floor, and upper boundaries formed by the uppermost surface of the drywall of the ceiling. Furthermore, the unit shall include the innermost portions of the garage attached to the building in which the unit is located and identified on the floor plans with the same individual designation as is used to identify the unit. The garage for each unit shall be the one or more cubicles of air at one or more levels of space having the outer vertical boundaries formed by the interior side of the studs, and by the interior surface of the garage door and any windows; the upper boundary formed by the interior surface of the plywood roofing deck and the lower boundary formed by the interior side of the floor. The Unit shall include all improvements and decorating contained within such area, including any plumbing and electrical fixtures, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished interior surfaces of the walls, floor and ceilings constituting the perimeter boundaries of such area; provided, however, that no structural components of the Buildings, and no pipes, wires, conduits, flues, shafts, chutes, ducts, public utility lines or other apparatus situated within such Unit and forming part of any system serving one or more other Units or any portion of the Common Elements shall be deemed to be a part of such Unit. Each unit shall also include storage areas which are on and in the first and second floors of the building in which the unit is located and identified on the floor plans with the same individual designation as is used to identify the unit. The storage areas shall consist of one or more cubicles of air at one or more levels of space having the outer vertical boundaries formed by the exterior surface of the drywall, the exterior side of the windows and door, lower boundaries formed by the interior side of the floor, and upper boundaries formed by the uppermost surface of the drywall of the ceiling.

(s) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership or equitable ownership as land contract vendee or vendees of a Unit and of the undivided interest in the Common Elements appurtenant thereto. Unless specifically provided otherwise herein, the Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

2. SUBMISSION OF PROPERTY TO THE ACT AND THE NAME OF THE CONDOMINIUM AND RIGHTS OF EXPANSION. The Declarant, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby, submit the Parcel and the Property to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended upon the recording of this Declaration; the Parcel and the Property, as a whole shall be named and may be commonly referred to as "RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM." The general address of which is 334 Main Street, Delafield, Wisconsin.

The Declarant further reserves the right to develop within seven (7) years from the date of the recording of the Declaration, all or any portion of the real estate previously described and referenced as total available lands, subject to a maximum limitation of twenty-eight (28) units in the total completed condominium. In making any such expansion, the Declarant shall have the right to include within the lands on which any additional units may be built, both the lands described within the total available lands parcel including those lands described herein as "Parcel." The election by the Declarant to develop additional units using a part of the additional real estate herein described, shall not make any other portion or development of the entire real estate manditory. Declarant further reserves the right to assign the rights of development and expansion of this condominium to any successors in title and interest.

With each and every particular expansion to the condominium, the percentage of undivided interest in the common elements of the preceding new property shall be reallocated between all of the unit owners on the basis of all of the units of the then expanded condominium, each owning an equal portion of the aggregate undivided interest in all of the common elements which will then be appertaining to the property. (For example, if all 28 units are built, then each unit will own an undivided 1/28th interest in the common elements.) Each unit owner of any units which are added by the aforesaid expansion process shall be entitled to one vote per unit and that unit's liability for common expenses and rights to common surpluses shall be equal to one divided by the total number of units in the then expanded condominium. Each unit added by such expansion shall be liable for common expenses and entitled to common surpluses commencing upon the date on which the unit is first occupied. Attached to those documents is a plat showing the condominium as it will, in general terms, exist if all twenty-eight (28) units are added.

3. PLAT. The Plat contains a survey of the Parcel described in this Declaration which shows the location of any and all buildings located on the Parcel, and contains diagramatic floor plans of each building on the Parcel showing the aproximate dimensions, floor area and location of each Unit in each building, and the respective Unit designations for each Unit in the condominium.

4. UNITS. The legal description of each Unit shall consist of the distinguishing number or other symbol for each Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed sufficient for all purposes, as provided in the Act. Except as provided by the Act or as provided in this Declaration, no Unit Owner shall, by deed, plat, court decree 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.

5. (a) ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY. The Association has been organized having the name RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM ASSOCIATION, INC., a Wisconsin non-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act, this Declaration or the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws and of the Act. Subject to the Act and Paragraph 11 below, the Board shall have standing to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interests may appear. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

At each and every meeting of the Association, each unit shall be entitled to one vote. Further, except as herein and otherwise provided for in the event of a substantial loss of the units and/or common elements of the condominium project, the Homeowner's Association shall not, either by act or omission, seek to abandon or terminate the condominium project unless at least two-thirds (2/3) (or any greater percentage as may be required by Wisconsin Statutes Chapter 703) of the first mortgagees or unit owners have given their consent to so abandon or terminate.

(b) DECLARANT CONTROL. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the rules and regulations of the Association, until the earlier of: (1) three (3) years from the date of first sale of a unit by Declarant; (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest as and if expanded to purchasers by Declarant; or (3) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a condominium unit in RIVERVIEW ESTATES OF DULAFIELD CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association.

(c) MANAGEMENT OF PROPERTY. The Board shall have the authority to engage the services of a manager or managing agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (d), below. The cost of such services shall be a Common Expense, as defined in Paragraph 10, below.

(d) INITIAL MANAGEMENT CONTRACT. The First Board, appointed as provided herein, may ratify and approve a management agreement between the Declarant, on behalf of the Association, and a management company, which may be a corporation related to the Declarant, to act as Managing Agent for the Property for a term commencing on the date this Declaration is recorded and terminating two (2) years after the date this Declaration is recorded. Each and every contract for management must contain a clause providing that said agreement is terminable for cause upon thirty (30) days' notice.

(e) USE BY DECLARANT. During this period of sale by the Declarant of any Units, the Declarant and Declarant's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from said Buildings and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit sold by it is occupied by the purchasers thereof, the

Declarant and its employees may use and show one or more of such unsold or unoccupied Units or a portion of the Common Elements as a sales office, and may maintain customary signs in connection therewith. The Declarant, furthermore, reserves the right of ingress to and egress from the common and limited Common Elements for the purpose of the completion of construction.

(f) NON-LIABILITY OF THE DIRECTORS, BOARD, OFFICERS, AND DECLARANT. Neither the directors, Board nor officers of the Association shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board or officers and their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns in accordance with the provisions of Article VIII of the By-Laws.

6. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

7. OWNERSHIP OF THE COMMON ELEMENTS. Each Owner of a Unit shall be entitled to a 1/4th interest in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth hereinafter. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. Except as provided in the Act and this Declaration, the ownership interest in the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements, and any agreement or covenant to the contrary shall be void. The ownership of each Unit shall not be conveyed, transferred, encumbered or otherwise affected separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed, transferred, encumbered or otherwise affected with that Unit, even though the legal description in the instrument conveying, transferring, encumbering or otherwise affecting said Unit may refer only to the fee title to the Unit and not expressly mention or describe the percentage of ownership in the Common Elements corresponding to that Unit, or may refer to an incorrect percentage for that Unit.

8. USE OF THE COMMON ELEMENTS. 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 access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, invitees and licensees. However, the Limited Common Elements serving exclusively a single Unit or one or more adjoining Units are hereby assigned to such Unit or Units and the use of such Limited Common Elements is reserved to the lawful Occupants of such Unit or Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws, provided the use of all common areas remain in compliance with zoning area requirements. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. PARKING SPACES. Each Unit Owner shall have two (2) parking spaces, one in an attached, assigned indoor garage and one directly behind the garage.

10. COMMON EXPENSE. Each Unit Owner, including the Declarant, shall pay his proportionate share of the Common Expenses. Except for its responsibilities as a Unit Owner, as provided herein, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date the Declarant delivers its deed to the first purchaser of a Unit. The Declarant shall be responsible to pay its proportionate share of the Common Expenses for units in any particular building only when construction of said building has been completed and a unit in that building shall be occupied. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment of Common Expenses shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses by waiver or non-use or non-enjoyment of the Common Elements, by abondonment of his Unit or by reason of any claim he might have against the Association. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the highest rate permitted under the laws of the State of Wisconsin, from and after the date said Common Expenses become due and payable, shall constitute a lien on the

interest of such Unit Owner in the Property, as provided in the Act, provided, however, that such lien shall be subordinate to the lien of any mortgage on the Property or any portion thereof, or on any interest of such Unit Owner, which mortgage is recorded prior to the date such lien for unpaid Common Expenses attaches and is owned or held by any mortgagee of the Property, or any part thereof, or any interest of such Unit Owner, or any successor or assign of such a mortgagee, or any bank, insurance company, mortgage banker, savings and loan association, or other financial institution, institutional investor or institutional lender (any such aforedescribed owner or holder, or any such successor or assign thereof, being hereinafter referred to as a "Lender"), except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such Lender either takes possession of the property or interest encumbered by such mortgage or trust deed, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose such mortgage, and causes a receiver to be appointed. This provision shall not be amended, modified or rescinded without the prior written consent of all Lenders who are the holders or owners of a mortgage recorded prior to the date of such amendment, modification or rescission. No conveyance shall relieve the Unit Owner-Grantor or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance from the Common Expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid. All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year; however, if prorated and paid monthly, the assessments shall not be considered due until the respective installment dates. In the event of delinquency in payment, the Association may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

11. MORTGAGES AND OTHER LIENS. (a) Each Unit Owner shall have the right, subject to the provisions herein, to make or create, or cause to be made or created, any mortgage or other lien on or affecting his respective Unit together with his respective ownership interest in the Common Elements; provided, however, that, from the date this Declaration is recorded, no Unit Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto. The

Declarant shall have the right to make or create, or cause to be made or created, one or more mortgages or other liens on or affecting all or some of the Units to which it then owns fee simple title, and the Common Elements appurtenant thereto.

(b) Subsequent to the recording of this Declaration, no liens of any nature shall be created or arise against any portion of the Property except against an individual Unit or Units. No labor performed or materials furnished with the consent or at the request of a particular Unit Owner shall be the basis for the filing of a mechanics' lien claim against any other Unit. If the performance of the labor or furnishing of the materials is expressly authorized by the Board, each Unit Owner shall be deemed to have expressly authorized and consented to such performance of labor and furnishing of materials, and each Unit Owner shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness, as set forth in the Act. A Unit Owner shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as set forth above. Each Unit Owner's liability for any judgment entered against the Board or the Association shall be limited to his proportionate share of the indebtedness, as set forth in the Act, whether collection is sought through assessment or otherwise.

12. SEPARATE REAL ESTATE TAXES. Real estate taxes, special assessments, and any other special taxes or charges of the State of Wisconsin or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon real property shall be separately assessed against and levied upon each Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes, special assessments or charges for any year are not separately assessed and levied upon each Unit, but rather are assessed and levied upon the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a Common Expense. Upon authorization of Unit Owners owning a majority of the total ownership of the Common Expenses, by affirmative vote, in person or by proxy, at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, whether assessed and levied on each Unit separately or on the Property as a whole, and to charge and collect all expenses incurred in connection therewith as a Common Expense.

13. INSURANCE. (a) The Board shall have the authority to and shall obtain insurance for the Property (exclusive of the additions within, improvements to and decorating of the Units or Limited Common Elements by the Unit Owners) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of the Association, as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of mortgages on each Unit, if any. Each such policy of insurance shall contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense. The Board shall notify all persons insured under such policy in the event of any cancellation thereof.

(b) The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workman's compensation and other liability insurance as it deems desirable, insuring the Unit Owners, individually and severally, any mortgagee of record, if any, the Association, its officers, directors and Board, and the Managing Agent, if any, and their respective employees and agents and all persons acting as their respective agents, from liability in connection with the ownership, existence, use or management of the Property. The Unit Owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. Each such policy of insurance shall cover claims of one or more insured parties against other insured parties and shall also contain a waiver of subrogation rights by the insurer against such insured persons or entities. The premiums for such insurance shall be a Common Expense. The Board shall notify all persons insured under any such public liability policy in the event of any cancellation thereof.

(c) The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance shall be a Common Expense.

(d) The Board shall also have authority to and may obtain such other insurance as it deems desirable or necessary for the Property or any aspect of the ownership, operation or management thereof, in such amounts, from such sources and in such form as the Board deems desirable. The premiums for such insurance shall be a Common Expense.

(e) A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit or caused by his own conduct. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the contents of the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, decorating, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the Common Expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear.

The Board of Directors is hereby irrevocably appointed the agents for each Unit Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property and to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

14. CASUALTY AND EMINENT DOMAIN. (a) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, the proceeds of any policy insuring against the same and payable by reason thereof, if sufficient to reconstruct the Property, shall be applied to such reconstruction. As used throughout this Paragraph 14, reconstruction means restoration of the Property to substantially the same condition in which it existed prior to the fire or other disaster.

In the event of a partial or total damage or destruction of a Building or Buildings, or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as

to be compatible with the remainder of the condominium, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote and written consent of at least seventy-five percent (75%) of the votes in the Association, it is determined not to rebuild or repair. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes.

On reconstruction, the design, plan and specifications of any Building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 13 hereof. The Association shall have the right to levy assessments as a Common Expense against all Unit Owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual cost of repair or reconstruction.

(b) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the Property, then provision for partition of the Property from the provisions of the Act may be made by the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for such purpose. Any such meeting shall be held within sixty (60) days following the final adjustment of insurance claims, if any. Otherwise such meeting shall be held within ninety (90) days after such fire or other disaster. Partitions shall be accomplished in accordance with Section §703.18 of the Act.

(c) In the event any portion of the Property is taken by eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the Common Elements appurtenant to such withdrawn Unit or portion shall be reallocated, with relief of responsibility or liability for payment of all or a portion of assessments therefor, and any condemnation award or other proceeds resulting from such proceeding shall be allocated and paid, in the manner following: Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the Common Elements appurtenant thereto shall be reallo-

cated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the Common Elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to such Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board. Any such proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, the portions of the Limited Common Elements, and the portions of the Common Elements, other than the Limited Common Elements, withdrawn. As compensation for such withdrawals, (i) any such proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Unit Owners affected thereby in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such proceeds allocated to withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and (iii) any such pro-
percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and (iii) any such pro-
ceeds allocated to withdrawn portions of the Common Elements, other than Limited Common Elements, shall be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the Common Elements. Upon withdrawal of any Unit or portion thereof, the Unit Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(c) The provisions of this Paragraph 14 shall be subject to the rights, if any, of the holders of mortgages on the Property or any part thereof or on any or all of the Units and the Common Elements appurtenant thereto. The withdrawal and reapportionment contemplated by subparagraph 14(c) above shall be effective upon execution and recordation of an amendment to this Declaration, and an amended Plat, in accordance with the provisions of subparagraph 24(b) below. No provision contained herein shall give a Unit Owner or any other party priority over the first mortgage of a Unit in the event of a distribution of the insurance proceeds covering losses from damage or destruction or a taking of a Unit, Units or the Common Elements by condemnation or eminent domain.

15. MAINTENANCE, REPAIRS AND REPLACEMENTS. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the Common Expenses, subject to the By-Laws and the rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefitted thereby or who occasioned some act, by neglect or misuse, and further, at the discretion of the Board, the Board may direct such Unit Owners to arrange for such maintenance, repairs and replacement in the name and for the amount of such Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement is required, the cost of which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements as may be determined by the Association, to the extent not covered by the Association's insurance, and may be assessed therefor by the Association.

The authorized representatives of the Association or Board, or the authorized representatives of the Managing Agent, with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, the Common Elements or the Limited Common Elements or to make any alteration required by any governmental authority.

16. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. No alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as

provided in the By-Laws. No Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner which may affect the structural integrity of the Unit or the building without the prior written approval of the Board, and such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

17. DECORATING. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and within the Limited Common Elements serving his Unit, as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units, as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. However, each unit owner shall have the right to screen, using such materials, design and procedures as approved by the Board, any porch or balcony to the extent that said porch or balcony is limited common area.

18. ENCROACHMENTS. If any portion of the Common Elements encroaches upon any Unit, any Unit encroaches upon any portion of the Common Elements, or any Unit encroaches upon another Unit, as the Common Elements and Units are shown by the surveys comprising the Plat, there shall be deemed to exist valid mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachment, so long as the same shall exist; provided, however, that no such easement shall arise in favor of any Unit Owner if the encroachment interferes with the structural integrity of any of the Common Elements or the use and enjoyment thereof by other Unit Owners; and provided, further, that no such easement shall arise in favor of any Unit Owner who creates an encroachment by his intentional, willful, or negligent conduct or that of his agent.

19. TRANSFER OF LIMITED COMMON ELEMENTS. The use of Limited Common Elements may be transferred between Unit Owners having rights thereto at their expense,provided that such transfer is made in compliance with the Act and the requirements of this Paragraph 19. Rights and obligations with respect to any of the Limited Common

Elements shall not be affected, nor shall any transfer thereof be effective, unless such transfer is in compliance with the requirements of this Paragraph 19. Each such transfer shall be made by an amendment to this Declaration executed by all Unit Owners who are parties to the transfer and consented to by their mortgagees and all other Unit Owners who have any right to use the Limited Common Elements affected thereby. Such amendment shall contain a certificate showing that a copy of the amendment has been delivered to and approved in writing by the Board, and shall contain a statement from the Unit Owners involved in the transfer setting forth any reapportionament of their respective percentages of ownership in the Common Elements resulting therefrom, the aggregate sum of which percentage interests shall not thereby change. If such Unit Owners cannot agree upon such reapportionment, the Board shall make such reapportionment. No such transfer shall be effective until such amendment is recorded. This paragraph shall not be amended, changed or modified without the prior written consent of all holders of recorded mortgages or trust deeds encumbering any one or more Units in the Building at the time of such amendment, modification or rescission.

20. SUBDIVISION OR COMBINATION OF UNITS. Subject to the provisions of the Act and all other governmental laws, ordinances, rules and regulations, a Unit may be subdivided by the Unit Owner thereof into two or more separate new Units, a Unit or any portion thereof may be transferred by the Unit Owner thereof to the Unit Owner of a Unit or Units adjacent thereto, and may be combined with such adjacent Unit or Units (thereby forming a new larger Unit), and the Common Elements affected by such subdivision or transfer and combination may be located or relocated, as required to effect such subdivision or transfer and combination, provided that such subdivision or transfer and combination is made in compliance with the following provisions. No rights and obligations with respect to any Unit shall be affected, no percentage of ownership in the Common Elements shall be reallocated, and no such subdivision or transfer and combination shall be effective, unless the same is expressly provided for in this Paragraph 20 and unless the same is made in compliance with the requirements of this Paragraph 20. The Unit Owner or Unit Owners desiring to make such subdivision or transfer and combination shall make written application to the Board requesting an amendment to this Declaration (including the Plat) and containing (i) identification of the affected Unit or Units and the affected Common Elements and (ii) a proposed reallocation to the new Units to be created by such proposed subdivision or transfer of the percentage of interest in the Common Elements appurtenant to such affected Unit or Units; and (iii) setting forth whether the Limited Common Elements serving such affected Unit or Units should be assigned to each new

Unit or to fewer than all of the new Units to be created by the proposed subdivision or transfer. Any Unit Owner desiring to alter any part of the Common Elements separating and located between and exclusively serving one or more Units to be transferred and combined pursuant to the provisions of this Paragraph 20 shall in addition comply with the applicable provisions of this Declaration, and such divisions shall require Plan Commission approval.

Upon receipt of the written application, the President of the Association shall give written notice to all other Unit Owners advising of the proposed reallocation of boundaries, stating the Units involved in the reallocation and the proposed reallocation of votes and undivided ownership interest in the Common Elements. The notice to Unit Owners shall be delivered within ten (10) days after the written application is received. The Board of Directors of the Association shall meet to consider the reallocation no earlier than thirty (30) days after the notice is given to the Unit Owners and no later than sixty (60) days after the written application is received.

No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a majority of members of the Board, which approval shall not be unreasonaly withheld. If so approved by the Board, such proposed subdivision or transfer and combination shall be effective upon a recording of an amendment to this Declaration, consistent with and reflecting said subdivision or transfer and combination, and executed by the Unit Owner or Owners and the mortgagees of the Units involved therein, together with an amended Plat, in accordance with the Act, and the provisions of subparagraph 24(b) below. Any expenses incurred in connection with accomplishing any such subdivision or transfer and combination, as provided hereunder, including without limitation, attorneys' fees, shall be paid by the Unit Owners of the Units involved, and such Unit Owners shall be jointly and severally liable for the payment thereof. This paragraph shall not be amended, changed or modified without the prior written consent of all holders of recorded mortgages or trust deeds encumbering any one or more Units in the Building at the time of such amendment, modification or rescission.

21. USE AND OCCUPANCY RESTRICTIONS. (a) Subject to the provisions of the By-Laws, no part of the Property may be used for purposes other than residential housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence or such other use permitted by this Declaration, and for no other purpose. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Occupant from (i) maintaining his personal professional library; (ii) keeping his personal business or professional records or accounts; or (iii) handling his personal business or professional telephone calls

or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

(b) The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, invitees and licensees and shall be used only for access and ingress to and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, license or easement presently in existence or entered into by the Board at some future time affecting any part or all of said Common Elements.

22. REMEDIES. In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit or a guest), the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, or said rules and regulations, or which may be provided or permitted at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including Court costs and actual attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest rate permitted under the laws of the State of Wisconsin until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto, provided, however that such lien shall be subordinate to the lien of any mortgage or trust deed on the Property or any portion thereof, or on any interest of such Unit Owner, which mortgage or trust deed is recorded prior to the date such lien for unpaid Common Expenses attaches and is owned or held by any Lender (as such term is defined in Paragraph 10 hereof), except for the amount of said proportionate share of such Common Expenses which becomes due and payable from and

after the date on which such Lender either takes possession of the Property or interest encumbered by such mortgage or trust deed, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose such mortgage or trust deed and causes a receiver to be appointed. In the event of such default by any Unit Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against any such defaulting Unit Owner, together with interest thereon at the rate aforesaid. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This provision shall not be amended, modified or rescinded without the prior written consent of all Lenders who are the holders or owners of a mortgage or trust deed recorded prior to the date of such amendment, modification or rescission.

The violation of any provisions of the Act, this Declaration, the By-Laws or the rules and regulations of the Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit or a guest) shall give the Board, and its employees and agents, the right, in addition to any other rights provided for in this Declaration; (a) to enter upon the Unit, or any portion of 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 Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Act, this Declaration, the By-Laws or such rules and regulations, as the case may be, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

23. AMENDMENT. (a) Subject to the requirements of this Paragraph 23, and of Paragraph 10 and Paragraph 22 above, and except as otherwise provided in subparagraphs 14(b) and (c) and Paragraph 19 and Paragraph 2 (Expandability) above, and subparagraphs 23(b) and (c) and of the Act, the provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification or rescission and duly adopted with the written consent of not less than seventy-five (75%) of the Unit Owners and mortgagees. All holders of a recorded mortgage encumbering any one or more Units in the Building shall be notified by certified mail of any such amendment, modification or rescission. No such amendment, modification or rescission shall change the boundaries of any Unit, the undivided interest in the Common Elements appurtenant to any Unit, the number of votes in the Association allocated to any Unit, or the liability for Common Expenses appertaining to any Unit, except to the extent authorized by this Declaration or by the Act.

(b) Where the provisions of either subparagraphs 14(b) or (c) have been complied with, relating to casualty or eminent domain, or the provisions of Paragraph 19 have been complied with, relating to the transfer of Limited Common Elements, the Secretary of the Association shall execute and record an amendment to this Declaration setting forth all pertinent aspects of the events or transaction resulting in such amendment, and identifying the Units involved in said events or transaction, and specifying any resultant reapportionment of percentages of ownership in the Common Elements, and shall concurrently therewith record an amended Plat depicting the same and conforming to the requirements of the Act; provided however that any such amendment to this Declaration or amended Plat shall be prepared at the expense of the Unit Owners affected thereby if made pursuant to Paragraph 20 or subparagraphs 24(b) and (c) hereof.

(c) If the Act, this Declaration, or the By-Laws require the consent or agreement of all Unit Owners, all Lenders and/or of all holders of a recorded mortgage encumbering any one or more Units in the Building, or both, for any action specified in the Act or in this Declaration, then any instrument amending, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners, all such Lenders and/or all such lien holders, or both, as the case may be, as required by the Act, this Declaration, or the By-Laws.

(d) Any amendment, modification or rescission of this Declaration pursuant to Paragraph 24 or any other provision of this Declaration or of the Act shall be valid and effective only upon the recording thereof, together with an amended Plat if required hereby or by the Act, in the Office of the Register of Deeds for Waukesha County, Wisconsin. This Declaration may not be amended, modified, or rescinded so as to conflict with the provisions of the Act and any amendment, modification or recission must be with the prior approval of the Plan Commission.

24. NOTICES. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or any Unit Owner, as the case may be, at 334 Main Street, Delafield, Wisconsin 53018, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered two (2) business days after mailing by United States first class, registered or certified mail, or when delivered in person.

Upon written request to the Board, the holder of any recorded mortgage encumbering any one or more Units in the Building shall be

given a copy of all notices permitted or required by this Declaration, the By-Laws or the Act to be given to the Unit Owner or Owners whose Unit is subject to such mortgage.

25. RIGHTS OF MORTGAGEES. (a) Each of the following actions shall require the prior written approval of all holders or owners of a recorded mortgage constituting a first mortgage lien on any one or more Units as of the date such action is taken:

(1) Removal of the Property from the provisions of the Act, except for removal provided by law in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(2) Any amendment to this Declaration which changes the percentage interest of the Unit Owners in the Common Elements, except amendments made pursuant to Paragraphs 14 and 16 hereof;

(3) The effectuation of any decision by the Association to terminate professional management of the Property and assume self-management of the Property;

(4) Any amendment to this subparagraph 26(a) or to any other provision in this Declaration which specifically grants rights to the holders of such first mortgages;

(5) Excluding the expansions elsewhere provided in this Declaration, any merger with a different condominium regine.

(b) Upon written request, any holder or owner of a recorded mortgage constituting a first mortgage lien on any one or more Units (herein called a "First Mortgagee") shall be entitled to (i) inspect the books and records relating to the Property during normal business hours, upon reasonable notice; (ii) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to Unit Owners; (iii) written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings; (iv) notice of any default in the obligations hereunder of the Unit Owner or Owners of such Unit or Units encumbered by such first mortgage lien, not cured within thirty (30) days after notice of such default has been sent to such Unit Owner or Owners by the Association; (v) notice of any material amendment to this Declaration or the Articles of Incorporation of the Association. However, the Association's failure to provide any of the foregoing to a First Mortgagee who has so requested same shall not affect the validity of any action or decision which is related to the foregoing.

26. HEADINGS. The headings of paragraphs and sections in this Declaration and the By-Laws are for convenience or reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.

27. NUMBER AND GENDER. As used in this Declaration, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

28. SEVERABILITY. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

29. RIGHTS AND OBLIGATIONS. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character 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 the Parcel, the Property, or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

30. RESIDENT AGENT. The Resident Agent for the Condominium shall be Thomas F. Torp, 740 Indian Spring Drive, Delafield, Wisconsin 53018, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of the Declarant shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium. The Association may designate successors to the Resident Agent by affirmative vote of a majority of the Unit owners present or a meeting of the Association at which a quorum is in attendance.

IN WITNESS WHEREOF, the said RIVERVIEW RESOURCES CORPORATION, as Declarant, has caused this document to be signed by Thomas Torp, its president and Mark Malec, its secretary, on the 20th day of December, 1982.

NO
CORPORATE SEAL

RIVERVIEW RESOURCES CORPORATION

By _____
Thomas Torp, President

By _____
Mark Malec, Secretary

Signatures of Thomas Torp
and Mark Malec
authenticated this 20th day of December, 1982.

_____
ALAN H. DEUTCH
Title: Member State Bar of
Wisconsin

This document drafted by:

ATTORNEY ALAN H. DEUTCH
DEUTCH, HANSHER & GRODSKY, S.C.
161 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

See Declaration of Condominium in R 534 #60 See Amendment to Declaration in R 552 #177 See Amendment to Declaration in R 552 #177

1200490

PLAT OF SURVEY

PREPARED FOR: REVISION BECAUSE OF DELAYED CONSTRUCTION

CONDOMINIUM PLAT TO CURE ENCROACHMENT

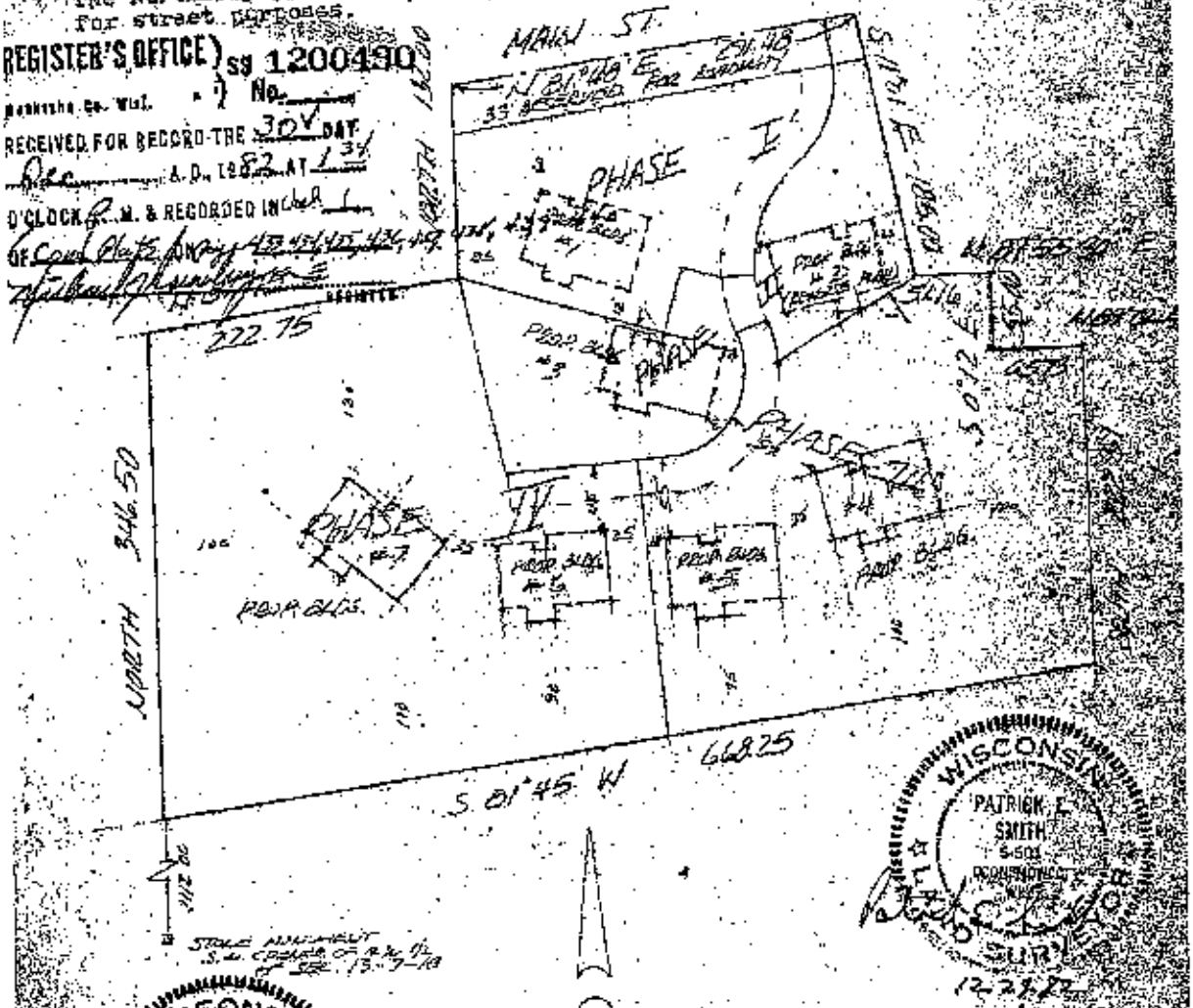
LEGAL DESCRIPTION: All that part of the N.W. ¼ of Section 19, Town 7 North, Range 19 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the S.W. corner of the N.W. ¼ thence North on the West line of said ¼ section, 1112.00 feet to the point of beginning; thence continue North, 346.50 feet; thence N 81° 45' E, 222.75 feet; thence North, 124.00 feet to the center line of Main St.; thence N 81° 48' E on said center line, 291.48 feet; thence S 11° 01' E, 185.00 feet; thence N 87° 55' 30" E, 65.00 feet; thence S 0° 12' E, 55.00 feet; thence N 89° 02' E, 65.73 feet; thence South, 222.51 feet; thence S 81° 45' W, 668.25 feet to the point of beginning.

Said parcel contains 5.946 acres.

The Northerly 33.00 feet, adjacent to Main Street is reserved to be dedicated for street purposes.

REGISTER'S OFFICE) ss 1200490
Waukesha Co. Wis.) No.
RECEIVED FOR RECORD THE 30th DAY
Dec. A.D. 1982 AT 1:34
O'CLOCK P.M. & RECORDED IN Vol 1
OF Condo Plats Page 42,43,44,45,46
Kathleen Johnson
REGISTER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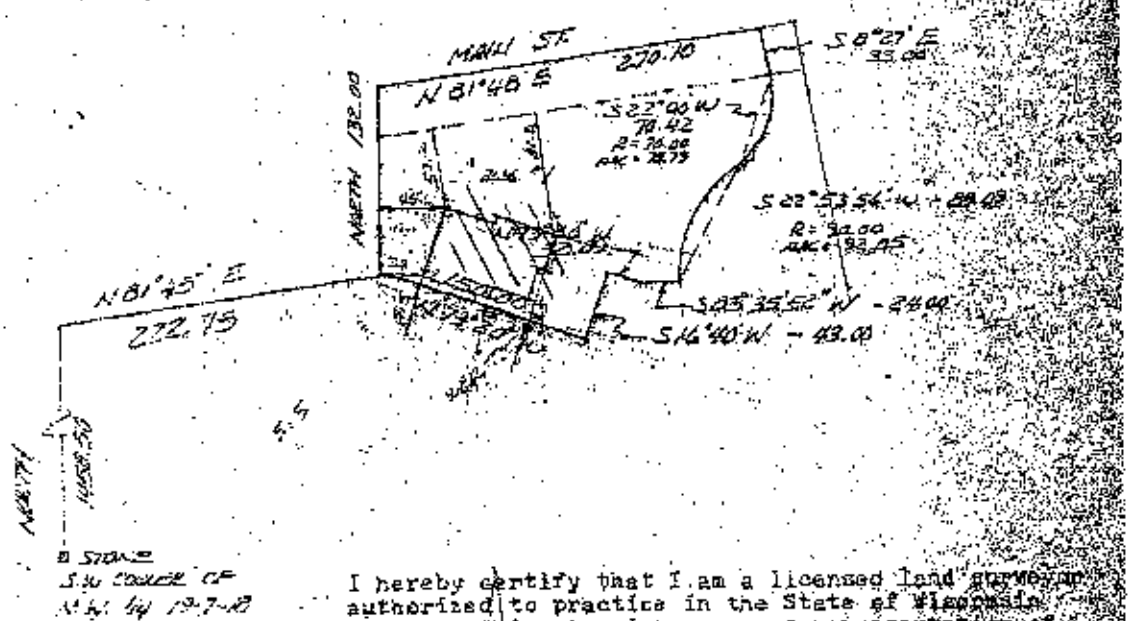
PLAT OF SURVEY

PREPARED FOR: RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM - Riverview Resources

LEGAL DESCRIPTION: GENERAL CONDOMINIUM PLAT

All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the corner of the N.W. ¼; thence North on the West line of said ¼ section, 1458.50 feet; thence N 81° 45' E, 222.75 feet to the point of beginning; thence North, 132.00 feet to the center line of Main Street; thence N 81° 48' E on said center line, 270.10 feet; thence S 8° 27' E, 33.00 feet; thence 73.79 feet on the arc of a curve to the right, whose radius is 70.00 feet, and whose chord bears S 22° 00' W, 70.42 feet to a point of reversed curvature; thence 92.05 feet on the arc of a curve to the left, whose radius is 90.00 feet and whose chord bears S 22° 53' 56" W, 88.09 feet; thence S 83° 35' 52" W, 24.00 feet; thence N 73° 20' W, 32.89 feet; thence S 16° 40' W, 43.00 feet; thence N 73° 20' W, 150.00 feet to the point of beginning.
Said parcel contains 0.9382 acres.
The Northerly 33.00 feet, adjacent to Main Street is reserved to be dedicated for street purposes.



I hereby certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

SCALE 1" = 200'

WISCONSIN PATRICK E. SMITH S-501 OCONOMOWOC, WIS. LAND SURVEYOR

WISCONSIN PATRICK E. SMITH S-501 OCONOMOWOC, WIS. 12-29-82 LAND SURVEYOR

SURVEY CERTIFICATE — I have surveyed the above described property and the above map is a true representation thereof and shows the non-land location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments, if any.

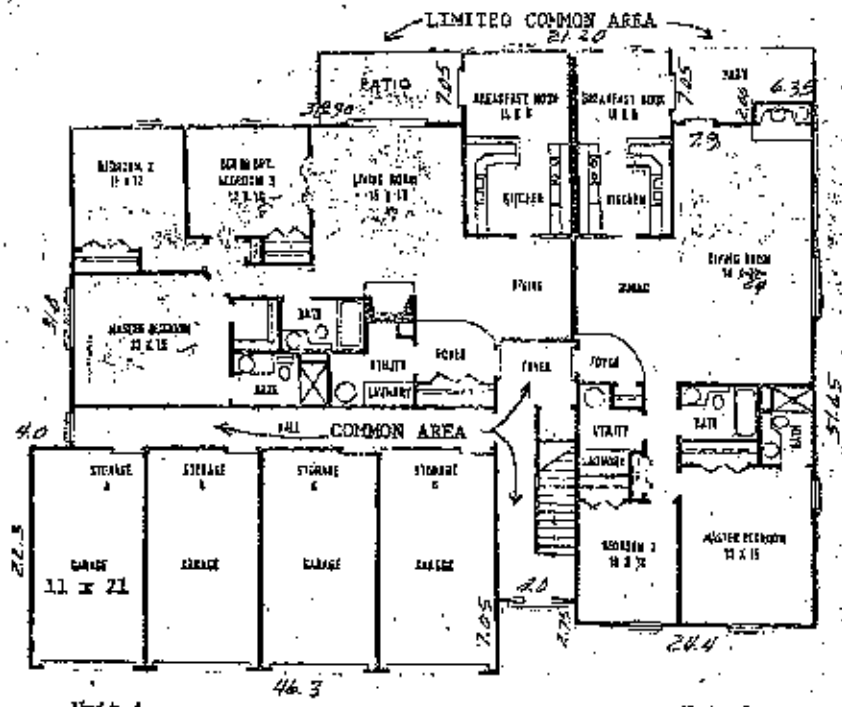
This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from date hereof, and as to them I warrant the accuracy of said survey and map.

Date at OCONOMOWOC, this 11th day of AUG. 19 82

REL. 9-14-82 (E.H.A. CHAMBERLAIN)
RE-COM. 12-23-82 [illegible]

PAT SMITH AND ASSOCIATES
SURVEYORS AND ENGINEERS
[illegible] NORTH SAWYER ROAD

Unit Identification Floor Plans for the First Floor

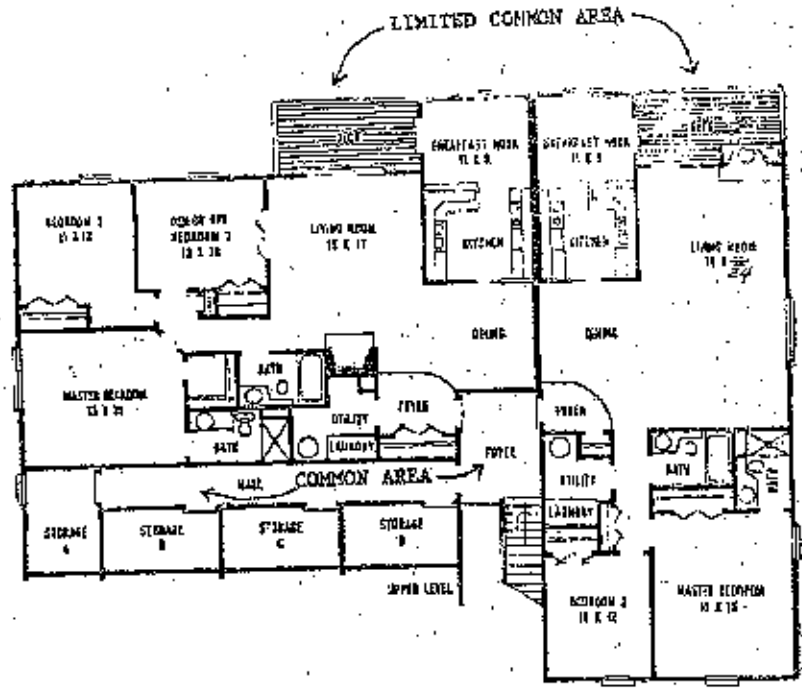




Dec. 27, 1982

I hereby certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

Unit Designation Floor Plans for the Second Floor



Unit C

Unit D

I hereby certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

WISCONSIN
PATRICK E. SMITH
S-501
OCONOMOWOC, WIS.
LAND SURVEYOR

Patrick E. Smith

DEC. 27, 1982

PLAT OF SURVEY

PREPARED FOR: RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUMS - [illegible]

ROADWAY AND SEWER EASEMENT

LEGAL DESCRIPTION: All units have rights to and are subject to a [illegible] easement for roadway and sewer whose center line is described as follows: Commencing at the S.W. corner of the N.W. ¼ of Section 19; thence North on the West line of said ¼ section, 1,458.50 feet; thence N [illegible] 222.75 feet; thence North, 132.00 feet to the center line of [illegible] thence N 81° 48' E, 253.60 feet to the point of beginning; thence S 8° 12' E, 33.00 feet; thence Southwesterly, 61.14 feet on the arc of a curve to the right, whose radius is 58.00 feet and whose chord bears S 22° 00' W, 58.35 feet to a point of reversed curvature; thence Southerly 136.10 feet on the arc of a curve to the left, whose radius is [illegible] feet and whose chord bears S 13° 58' 30" W, 126.23 feet to a point of reversed curvature; thence Southwesterly 138.42 feet on the arc of a curve to the right, whose radius is 72.00 feet and whose chord bears S 30° 49' 30" W, 118.00 feet to a point of tangency; thence S 85° [illegible] 159.00 feet to the end of this easement.

ALSO a 13' foot sewer easement whose center line is described as follows: Commencing at the S.W. corner of the N.W. ¼ of Section 19; thence North on the West line of said ¼ section, 1,458.50 feet; thence N 81° 45' E, 222.75 feet; thence North, 132.00 feet to the center line of Main Street; thence N 81° 48' E, 267.2 feet to the point of beginning of this easement; thence S 18° 51' W, 168.2 feet; thence S 3° 19' W, 141.5 feet; thence S 85° 54' W, 175.2 feet to the end of this easement.

WISCONSIN PATRICK E. SMITH S-501 OCONOMOWOC, WIS. LAND SURVEYOR

Patrick E. Smith

WISCONSIN PATRICK E. SMITH S-501 OCONOMOWOC, WIS. LAND SURVEYOR

Patrick E. Smith

12-29-82

SURVEY CERTIFICATE — I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from date hereof; and as to them I warrant the accuracy of said survey and map.

Dated at OCONOMOWOC, this 10th day of SEPTEMBER, 19 82

[illegible]

PAT SMITH AND ASSOCIATES
SURVEYORS AND ENGINEERS
4440 NORTH HAWTER ROAD
OCONOMOWOC, WISCONSIN 53066
TELEPHONE 414-567-4716

PLAT OF SURVEY

PREPARED FOR: RESERVOIR ESTATES OF DELAFIELD CONDOMINIUMS Rivers [illegible]

PROJECTED CONDOMINIUM PLAT FOR PHASE II

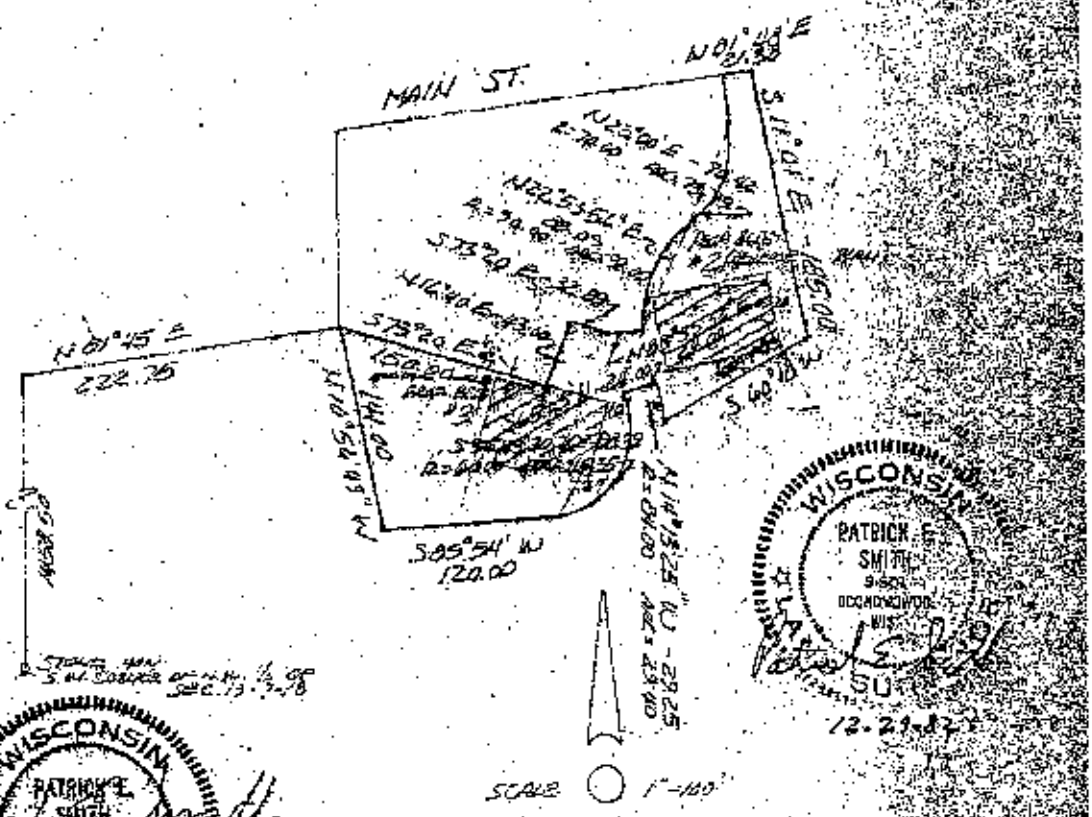
LEGAL DESCRIPTION:

All that part of the N.W. ¼ of Section 19, Town 7 North, [illegible] 18 East, City of Delafield, Waukesha County, Wisconsin, bounded [illegible] described as follows:

Commencing at the corner of the N.W. ¼, thence North on the West [illegible] of said ¼ section, 1458.50 feet; thence N 81° 45' E, 222.75 feet [illegible] the point of beginning; thence S 73° 20' E, 150.00 feet; thence N 16° 40' E, 43.00 feet; thence S 73° 20' E, 32.89 feet; thence N 83° 35' 52" E, 24.00 feet; thence 92.05 feet on the arc of a curve to the right, whose radius is 98.00 feet and whose chord bears N 22° 53' 56" E, 88.00 feet to a reverse curve; thence 73.79 feet on the arc of a curve to the left, whose radius is 70.00 feet and whose chord bears N 22° 00' 00" E, 70.42 feet; thence N 8° 20' W, [illegible] feet [illegible] the center line of Main St.; thence N 81° 48' E on said line, 21.38 feet; thence S 11° 01' E, 185.00 feet; thence S 60° 18' W, 112.70 feet; thence [illegible] feet on the arc of curve to the left, whose radius is 84.00 feet and whose chord bears N 14° 13' 25" W, 29.25 feet; thence S 65° 45' W, 24.00 feet; thence 115.35 feet on the arc of a curve to the right, whose radius is 60.00 feet and whose chord bears S 30° 49' 38" W, 98.35 feet; thence S 85° 54' W, 120.00 feet; thence N 10° 56' 49" W, 141.00 feet to the point of beginning.

Said parcel contains, .08028 acres.

The Northerly 33.00 feet, adjacent to Main Street is reserved to be dedicated for street purposes.



I hereby certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

SURVEY CERTIFICATE — I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways, and visible encroachments, if any.

This survey is made for the exclusive use of the present owner of the property, and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof, and as to them I warrant the accuracy of said survey and map.

Dated at [illegible], this [illegible] day of [illegible]

[illegible] (Signature)

PAT SMITH AND ASSOCIATES
SURVEYORS AND ENGINEERS
[illegible] NORTH SAWYER ROAD
OCONOMOWOC, WISCONSIN 53066
TELEPHONE 414-[illegible]

A-6

PLAT OF SURVEY

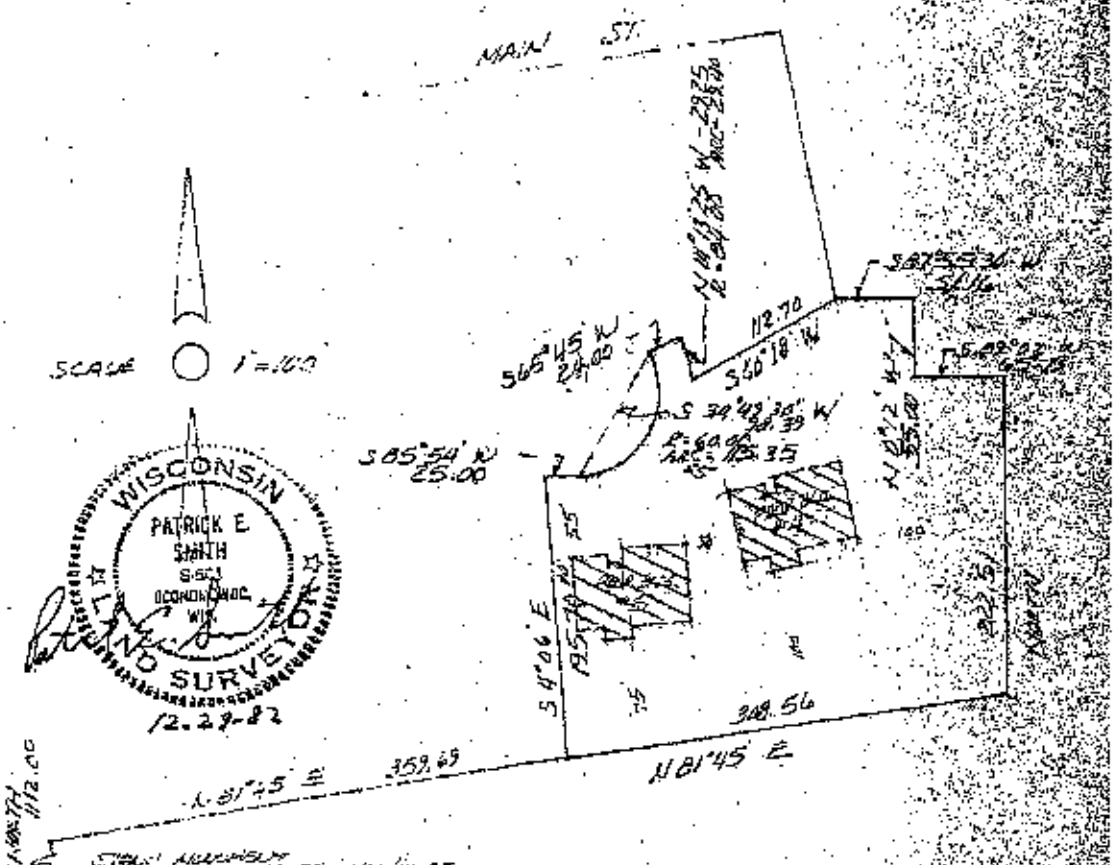
PREPARED FOR: RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUMS - Riverview Resource Corp.

PROJECTED CONDOMINIUM PLAT FOR PHASE III

LEGAL DESCRIPTION: All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1112.00 feet; thence N 81° 45' E, 359.69 feet to the point of beginning; thence continuing N 81° 45' E, 308.56 feet; thence North, 222.51 feet; thence S 89° 02' W, 65.73 feet; thence N 0° 12' W, 55.00 feet; thence S 87° 55' 30" W, 51.16 feet; thence S 60° 18' W, 112.70 feet; thence 29.40 feet on the arc of a curve to the left, whose radius is 84.00 feet and whose chord bears N 14° 13' 25" W, 29.25 feet; thence S 65° 45' W, 24.00 feet; thence 115.35 feet on the arc of a curve to the right, whose radius is 60.00 feet and whose chord bears S 30° 49' 30" W, 98.39 feet; thence S 85° 54' W, 25.00 feet; thence S 4° 06' E, 195.70 feet to the point of beginning.

Said parcel contains 1.7844 acres.



I hereby certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

SURVEY CERTIFICATE — I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from date hereof, and as to them I warrant the accuracy of said survey and map.

Dated at OCONOMOWOC this 11TH day of AUGUST 1982

PAT SMITH AND ASSOCIATES
SURVEYORS AND ENGINEERS
4446 NORTH SAWYER ROAD
OCONOMOWOC, WISCONSIN 53066

PLAT OF SURVEY

PREPARED FOR: SOMERVIEW ESTATES OF DELAFIELD CONDOMINIUMS, Phase IV

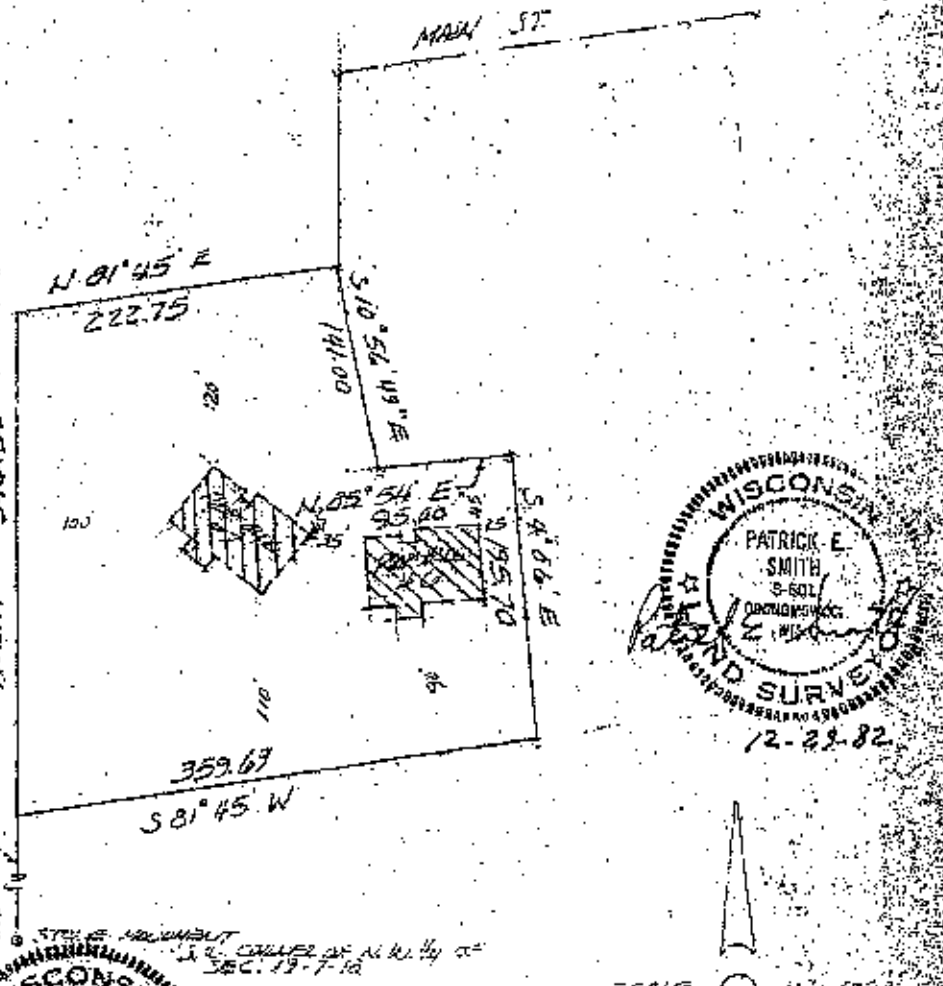
PROPOSED CONDOMINIUM PLAT FOR PHASE IV

Legal Description:

All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1112.00 feet to the point of beginning of parcel; continuing North, 346.50 feet; thence N 81° 45' E, 222.75 feet; thence S 10° 56' 49" E, 141.00 feet; thence N 85° 54' E, 95.00 feet; thence S 46° 06' E, 195.70 feet; thence S 81° 45' W, 359.69 to the point of beginning.

Said parcel contains 2.3911 acres.



I hereby certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

SURVEY CERTIFICATE — I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from date hereof, and to them I warrant the accuracy of said survey and map.

Dated at OCONOMOWOC this 17th day of AUGUST

PAT SMITH AND ASSOCIATES
SURVEYORS AND ENGINEERS
1440 NORTH SILVER ROAD
OCONOMOWOC, WISCONSIN 53066
TELEPHONE 414-567-4219

1207682

AMENDMENT TO DECLARATION

RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM

WHEREAS, Riverview Estates of Delafield Condominium was created by Condominium Declaration recorded in Waukesha County, Wisconsin, with the Register of Deeds on the 30th day of December, 1982, as shown in Reel 522, Images 153-208, inclusive, as Document No. 1200491; and

WHEREAS, all of the undersigned are the Declarant and all other persons having any ownership interest and/or are the mortgagees for units in the Condominium known as Riverview Estates of Delafield Condominium; and

WHEREAS, all of the undersigned wish to and do hereby amend the Condominium Declaration pursuant to the terms of this document;

NOW, THEREFORE, all of the following hereby consent and agree that the Declarztion of Riverview Estates of Delafield Condominium is hereby amended as follows:

1. In order to clarify the dimensions of the garage and identify the garage and storage areas, the designated floor plans for the first and second floorare hereby amended to be Exhibit A attached hereto.
2. Section 2, SUBMISSION OF PROPERTY TO THE ACT AND THE NAME OF THE CONDOMINIUM AND RIGHTS OF EXPANSION, shall be amended as follows: The general address of which is 323 Riverview Drive, Delafield, Wisconsin.

EXECUTED on the dates and times indicated below and effective this 24th day of March, 1983.

1207682

1983 MAR 24 PM 12 48

REC. 534 PAGE 50

REEL 534 IMAGE 050

RIVERVIEW RESOURCES CORPORATION

(Declarant)

By: _____
Thomas Torp, President

OWNERS OF UNITS 1, 2, 3, and 4

RIVERVIEW RESOURCES CORPORATION

By: _____
Thomas Torp, President

By: _____
Mark Malec, Secretary

MORTGAGEE OF UNITS 1, 2, 3, and 4

MARINE BANK KETTLE MORAINE

By: _____
Ronald Koeppl

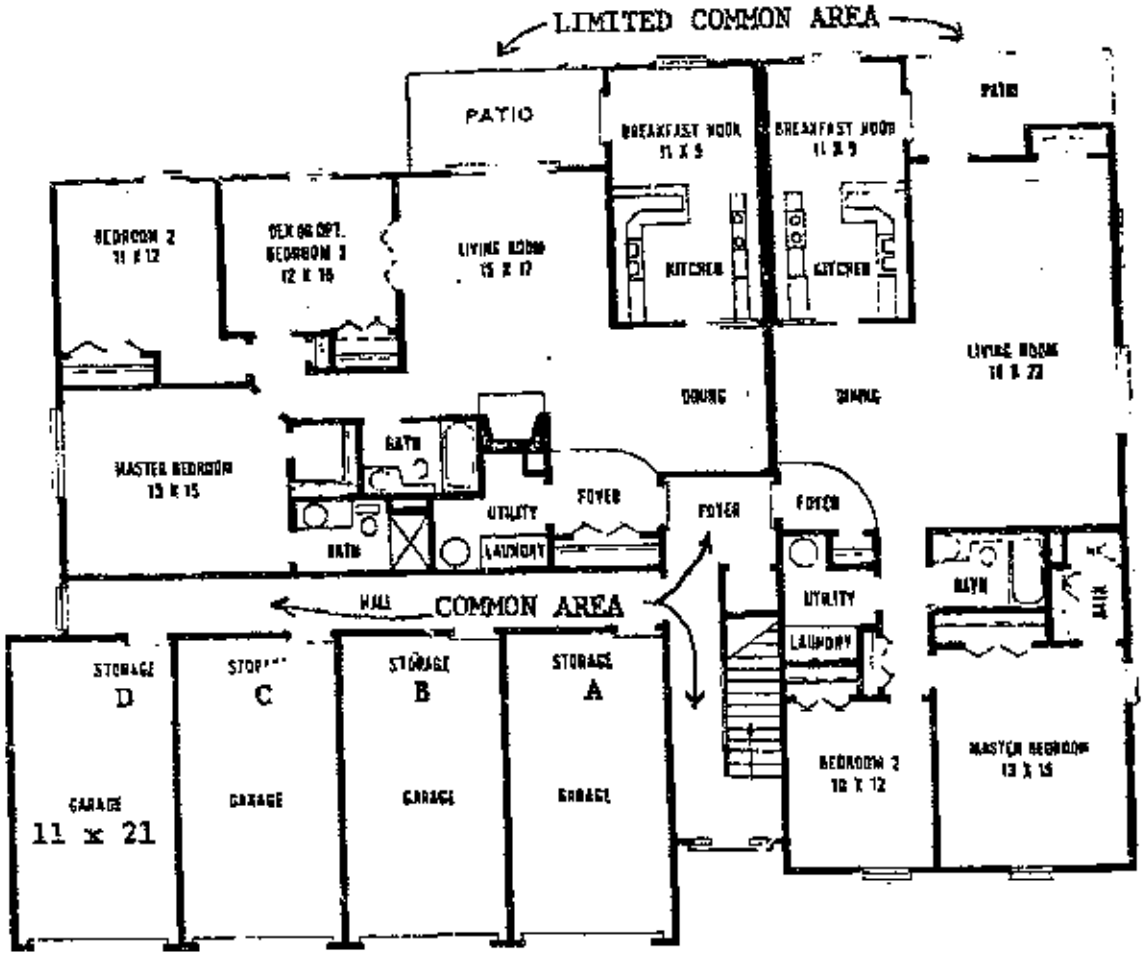
SIGNATURES OF Thomas Torp and Mark Malec acknowledged this 24th day of March 1983.

_____
Nancy T. Miller
Notary Public Waukesha County, Wis.
My commission expires March 9, 1987.

B-1

This 24th day of March, 1983.

Unit Designation Floor Plans for the First Floor



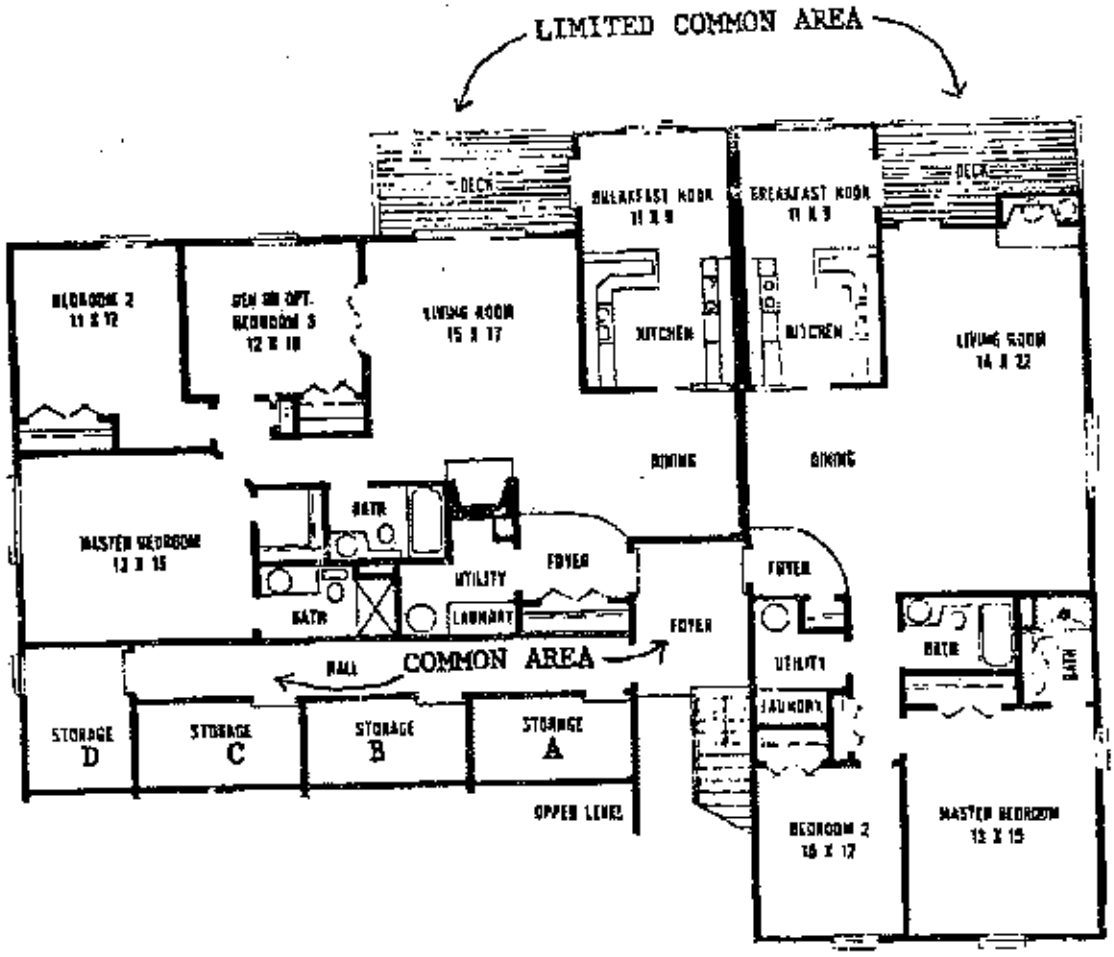
Unit A

Unit B

I herely certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

REEL 534 PAGE 052

Unit Designation Floor Plans for the Second Floor



Unit C

Unit D

I hereby certify that I am a licensed land surveyor authorized to practice in the State of Wisconsin and that this plat is a correct representation of the condominium described and the identification and location of each unit to be built and the common elements can be determined from the plat.

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION

OF

RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM, as recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter referred to as "Declaration")

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

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

(a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as

set forth in the Declaration;

(g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Members

All owners of units in RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be 740 Indian Spring Drive, Delafield, Wisconsin 53018, and the initial registered agent at such address shall be Thomas F. Torp.

ARTICLE VII

Directors

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, apointed or removed shall be provided in the By-Laws.

The number of directors constituting the initial Board of Directors shall be one (1), and the name and address of the initial director is:

Thomas F. Torp 740 Indian Spring Drive
Delafield, Wisconsin 53018

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

The name and address of the incorporator of this Association is:

THOMAS F. TORP
740 Indian Spring Drive
Delafield, Wisconsin 53018

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association.

In the event of dissolution of the Association, and the removal of RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of December, 1982.

THOMAS F. TORP

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

On this 29th day of December, 1982, personally appeared before me the above named Thomas F. Torp, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Notary Public, Waukesha County, Wisconsin
My Commission: expires 3-13-83

This instrument was drafted by:

ATTORNEY ALAN H. DEUTCH
Deutch, Hansher & Grodsky, S.C.
161 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

1219486

1219486

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM

552 117

REEL 552 PAGE 117

WHEREAS, Riverview Resources Corporation, a Wisconsin corporation (hereinafter referred to as the "Declarant") has previously declared and submitted the lands described as:

> All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
> Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1458.50 feet; thence N 84° 45' E, 322.75 feet to the point of beginning; thence North, 137.00 feet to the center line of Main Street; thence N 81° 48' E on said center line, 270.10 feet; thence S 8° 27' E, 33.00 feet; thence 73.79 feet on the arc of a curve to the right, whose radius is 70.00 feet, and whose chord bears S 22° 00' W, 70.42 feet to a point of reversed curvature; thence 37.25 feet on the arc of a curve to the left, whose radius is 30.00 feet and whose chord bears S 22° 53' 56" W 35.00 feet; thence S 83° 35' 52" W, 24.00 feet; thence N 33° 20' W, 32.89 feet; thence S 16° 40' W, 43.00 feet; thence N 73° 20' W, 150.00 feet to the point of beginning. Said parcel contains 0.9382 acres.

to be a condominium pursuant to the Declaration of Condominium (herein referred to as the "original Declaration") executed on the 20th day of December, 1982 and recorded in the Register of Deeds for Waukesha County, Wisconsin, on the 30th day of December, 1982, as Images 153 to 208, inclusive, on Reel 522, as Document #1200491, as amended, which amendment was recorded on the 24th day of March, 1983, as Image 50 on Reel 534, as Document #1207682; and

WHEREAS, the Declarant to said Declaration reserved various rights including the right to expand the lands declared condominium to include various other lands and one of said other possible to be included lands is described as:

> All that part of the N.W. ¼ of Section 19, Town 7 North, Range 19 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
> Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1458.60 feet; thence N 81° 45' E, 222.75 feet to the point of beginning; thence S 73° 20' E, 150.00 feet; thence N 16° 40' E, 83.00 feet; thence S 73° 20' E, 83.80 feet; thence N 83° 25' 28" E, 24.00 feet; thence 92.05 feet on the arc of a curve to the right, whose radius is 90.00 feet and whose chord bears N 22° 53' 06" E, 88.00 feet to a reverse curve; thence 73.70 feet on the arc of a curve to the left, whose radius is 73.00 feet and whose chord bears N 22° 06' 00" E, 70.43 feet; thence N 81° 27' W, 33.00 feet to the center line of Main Street; thence N 81° 48' E on said line, 21.38 feet; thence S 11° 01' E, 136.00 feet; thence S 60° 18' W, 112.70 feet; thence 70.42 feet on the arc of curve to the left, whose radius is 80.00 feet and whose chord bears N 14° 13' 25" W, 70.25; thence S 65° 45' W, 24.00 feet; thence 115.35 feet on the arc of a curve to the right, whose radius is 60.00 feet and whose chord bears S 30° 40' 30" W, 98.39 feet; thence S 85° 54' W, 120.00 feet; thence N 10° 56' 33" W, 141.00 feet to the point of beginning.
> Said parcel contains 2.8028 acres.

which said lands are specified as Exhibit F in the "Original Declaration" (herein referred to as the "new parcel"); and

WHEREAS, the Declarant now wishes to amend the lands previously declared condominium to now include the "new parcel";

NOW, THEREFORE, the Declarant, as legal title holder of the "new parcel," does hereby amend the "original declaration" as follows:

552 115 REEL 552 IMAGE 115

1. The lands declared condominium in the "original declaration" do now hereby include the lands herein referenced as the "new parcel" in addition to the lands originally specified in the "original declaration." Pursuant to this amendment, the "new parcel" is hereby submitted to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended, upon the recording of this amendment and said "new parcel" shall be included as being within the property which is commonly referred to as "Riverview Estates of Delafield Condominium." The general address of the "new parcel" is 322 and 326 Main Street, Delafield, Wisconsin. The definition of "parcel" in the "original Declaration" shall now include the lands herein referenced as the "new parcel" in addition to the lands originally specified in the "original Declaration."

2. PLAT. The Plat contains a survey of the Parcel described in this Declaration which shows the location of any and all buildings located on the Parcel, and contains diagramatic floor plans of each building on the Parcel showing the approximate dimensions, floor area and location of each Unit in each building, and the respective Unit designations for each Unit in the condominium.

3. Since the inclusion of the "new parcel, adds eight (8) additional units to the four units already declared in the "original Declaration," the percentage of undivided interest in the common

elements is hereby reallocated such that each Owner of a Unit shall now be entitled to a 1/10 interest in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth hereinafter. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. Except as provided in the Act and this Declaration as amended, the ownership interest in the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements, and any agreement or covenant to the contrary shall be void. The ownership of each Unit shall not be conveyed, transferred, encumbered or otherwise affected separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed, transferred, encumbered or otherwise affected with that Unit, even though the legal description in the instrument conveying, transferring, encumbering or otherwise affecting said Unit may refer only to the fee title to the Unit and not expressly mention or describe the percentage of ownership in the Common Elements corresponding to that Unit, or may refer to an incorrect percentage for that Unit.

6. At each and every meeting of the Association, each unit shall be entitled to one (1) vote. The liabilities of each unit for common expenses and the rights of each unit to common surpluses shall be that as set forth in the "Original Declaration."

Reel 534, as Document #1[illegible]; and

REEL 552 PAGE 121

IN WITNESS WHEREOF, the said RIVERVIEW RESOURCES CORPORATION, as Declarant, has caused this document to be signed by Thomas Torp, its President and Mark Malec, its Secretary, on the 30th day of June, 1983.

NO CORPORATE SEAL

RIVERVIEW RESOURCES CORPORATION

By: _____
Thomas Torp, President

By: _____
Mark Malec, Secretary

Signatures of Thomas Torp and Mark Malec authenticated this 30th day of June, 1983.

_____
NOTARY PUBLIC, State of Wisconsin
My commission is/expires expires

This document drafted by:

ATTORNEY ALAN H. DEUTCH
DEUTCH, HANSHER & GRODSKY, S.C.
161 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

1239916

VOL 581 PAGE 849

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM

1239916

WHEREAS, Riverview Resources Corporation, a Wisconsin corporation (hereinafter referred to as the "Declarant") has previously declared and submitted the lands described as:

All that part of the N.W. ¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the S.W. corner of the N.W. ¼; thence North on the West line of said ¼ section, 1458.50 feet; thence N 81° 45' E, 222.75 feet to the point of beginning; thence North, 132.00 feet to the center line of Main Street; thence N 81° 48' E on said center line, 270.10 feet; thence S 8° 27' E, 31.30 feet; thence 71.73 feet on the arc of a curve to the right, whose radius is 70.00 feet, and whose chord bears S 23° 00' W, 70.42 feet to a point of reversed curvature; thence 92.05 feet on the arc of a curve to the left, whose radius is 90.00 feet and whose chord bears S 22° 53' 56" W 88.09 feet; thence S 81° 35' 52" W, 24.00 feet; thence N 73° 20' W, 12.89 feet; thence S 15° 40' W, 43.08 feet; thence N 71° 20' W, 152.03 feet to the point of beginning.
Said parcel contains 0.9382 acres.

to be a condominium pursuant to the Declaration of Condominium herein referred to as the "Original Declaration" executed on the 20th day of December, 1982 and recorded in the Register of Deeds for Waukesha County, Wisconsin, on the 30th day of December, 1982, as Images 153 to 208, inclusive, on Reel 522, as Document #1200491, as amended, which amendment was recorded on the 24th day of March, 1983, as Image 50 on Reel 534, as Document #1207682; and as amended which amendment was recorded on the 1st day of July, 1985, as Image 117 on Reel 552 as Document #1219492; and

VOL 581 PAGE 853

IN WITNESS WHEREOF, the said RIVERVIEW RESOURCES CORPORATION, as Declarant, has caused this document to be signed by Thomas Torp,

WHEREAS, the Declarant in said Declaration reserved various rights including the right to expand the lands declared condominium to include various other lands and one of said other possible [illegible] be included lands is described as:

> All that part of the N.W. ¼ of Section [illegible], Town [illegible] North, [illegible] East, City of Delafield, Waukesha County, Wisconsin, [illegible] described as follows:
> Commencing at the S.W. corner of the N.W. ¼; thence [illegible] West line of said ¼ section, [illegible].00 feet; thence N [illegible] 359.69 feet to the point of beginning; thence [illegible] E, 308.56 feet; thence North, 2[illegible] feet; [illegible] 65.71 feet; thence N 0° 12' W, 5[illegible].00 feet; thence [illegible] 51.16 feet; thence S 60° 18' W, 112.70 feet; thence [illegible] the arc of a curve to the left whose radius [illegible] chord bears N 14° 13' 25" W, 24.[illegible]5 feet; [illegible] feet; thence 11[illegible].35 feet on the arc of a curve [illegible] radius is 60.00 feet and whose chord bears [illegible] feet; thence S 85° 54' W, 25.00 feet; thence [illegible] feet to the point of beginning. Said parcel [illegible]

which said lands are specified as Exhibit B in the "[illegible]" (herein referred to as the "new parcel"); and

WHEREAS, the Declarant now wishes to amend the [illegible] viously declared condominium to now include the "new parcel";

NOW, THEREFORE, the Declarant, as legal title [illegible] "new parcel," does hereby amend the "Original Declaration" [illegible] follows:

1. The lands declared condominium in the "[illegible]" and as amended which amendment was recorded on the [illegible] as Image 117 on Reel 552 as Document #1219486 and as now hereby include the lands herein referenced as the "new parcel" in addition to the lands originally specified in the "Original Declaration," as amended. Pursuant to this amendment, the "new parcel" is hereby submitted to the provision of the Condominium Ownership Act of the State of Wisconsin, as amended.

DOCUMENT NO. 1235917

STATE BAR OF WISCONSIN FORM 1 — [illegible]
WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

1235917

upon the recording of this Amendment and said "new parcel" shall be included as being within the property which is commonly referred to as "Valleyview Estates of Delafield Condominium." The general address of the "new parcel" is 0 and 140 Main Street, Delafield, Wisconsin. The definition of "parcel" in the "original Declaration" shall now include the land herein referenced as the "new parcel" in addition to the lands originally described in the "original Declaration," as amended.

[illegible] attaches a survey of the parcel described [illegible] and all buildings [illegible] and certain improvements [illegible] and [illegible] and [illegible] and

[redacted]

[redacted] and any agreement or covenant to the contrary shall be void. The ownership of each Unit shall not be conveyed, transferred, encumbered or otherwise affected separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed, transferred, encumbered or otherwise affected with that Unit, even though the legal description in the instrument conveying, transferring, encumbering or otherwise affecting said Unit may refer only to the fee title to the Unit and not expressly mention or describe the percentage of ownership in the Common Elements corresponding to that Unit, or any refer to an incorrect percentage for that Unit.

4. At each and every meeting of the Association, each Unit shall be entitled to one (1) vote. The liabilities of each Unit for common expenses and the rights of each Unit to common surpluses shall be that as set forth in the "Original Declaration."

-12-

State of Wisconsin, Circuit Court, Milwaukee County

Recorded on the 1st day of July, 1983, as Image 11, on Reel [illegible]

Document #1219456 and

REEL 581 PAGE 853

IN WITNESS WHEREOF, the said RIVERVIEW RESOURCES CORPORATION, as Declarant, has caused this document to be signed by Thomas Torp, its president and Mark Malec, its secretary, on the 2nd day of December, 1983.

NO
CORPORATE SEAL

RIVERVIEW RESOURCES CORPORATION

By: Thomas Torp
Thomas Torp, President

By: Mark Malec
Mark Malec, Secretary

2 Signatures of Thomas Torp and Mark Malec authenticated this day of ~~June~~ Dec, 1983.

Alan H. Deutch
Attorney ~~NOTARY PUBLIC~~, State of Wisconsin
~~My commission is/expires~~ _____

This document drafted by:

ATTORNEY ALAN H. DEUTCH
DEUTCH, HANSMER & GRODSKY, S.C.
161 West Wisconsin Avenue
Milwaukee, WI 53203

Vol 705 and 428

AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR

RIVERVIEW ESTATES OF DELAFIELD CONDOMINIUM

WHEREAS, Riverview Resources Corporation, a Wisconsin corporation (hereinafter referred to as the "Declarant") has previously declared and submitted the lands described as:

> All that part of the N.W.¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
> Commencing at the S.W. corner of the N.W.¼; thence North on the west line of said ¼ section, 1458.50 feet; thence N 81° 45' E, 822.75 feet to the point of beginning; thence North 132.00 feet to the center line of Main Street; thence N 81° 48' E on said center line, 270.10 feet; thence S 8° 27' E, 33.00 feet; thence 73.79 feet on the arc of a curve to the right, whose radius is 70.00 feet, and whose chord bears S 22° 00' W, 70.42 feet to a point of reversed curvature; thence 92.05 feet on the arc of a curve to the left, whose radius is 90.00 feet and whose chord bears S 22° 33' 56" W88.09 feet; thence S 81° 15' 52" W, 24.00 feet; thence N 73° 20' W, 12.89 feet; thence S 16° 40' W, 43.00 feet; thence N 73° 20' W, 150.00 feet to the point of beginning. Said parcel contains 0.9382 acres.

to be a condominium pursuant to the Declaration of Condominium (herein referred to as the "Original Declaration") executed on the 20th day of December, 1982 and recorded in the Register of Deeds for Waukesha County, Wisconsin, on the 30th day of December, 1982, as Image 153 to 208, inclusive, on Reel 522, as Document #1206491, as amended, which amendment was recorded on the 24th day of March, 1983, as Image 50 on Reel 534, as Document #1207682; and as amended which amendment was recorded on the 1st day of July, 1983, as Image 117 on Reel 552 as Document #1219486 and as amended which amendment was recorded on the 15th day of December 1983, as Image 849 on Reel 581 as Document #1239916 and

WHEREAS, the Declarant in said Declaration reserved various rights including the right to expand the lands declared condominium to include various other lands and one of said other possible to be included lands is described as:

> All that part of the N.W.¼ of Section 19, Town 7 North, Range 18 East, City of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
> Commencing at the S.W. corner of the N.W.¼; thence North on the West line of said ¼ section, 1112.00 feet to the point of beginning; thence continuing North, 346.50 feet; thence N 81° 45' E, 272.75 feet; thence S 10° 56' 49" E, 141.00 feet; thence N 89° 54' E, 95.00 feet; thence S 4° 06' E, 195.70 feet; thence S 81° 45' W, 359.69 to the point of beginning. Said parcel contains 2.3911 acres.

which said lands are specified as Exhibit F in the "Original Declaration" (herein referred to as the "new parcel"); and

WHEREAS, the Declarant now wishes to amend the lands previously declared condominium to now include the "new parcel";

NOW, THEREFORE, the Declarant, as legal title holder of the "new parcel", does hereby amend the "Original Declaration" as amended as follows:

1. The lands declared condominium in the "Original Declaration" and as amended which amendment was recorded on the 1st day of July, 1983, as Image 117 on Reel 552 as Document #1219486 and do now hereby include the lands herein referenced as the "new parcel" in addition to the lands orginally specified in the "Original Declaration", as amended. Pursuant to this amendment, the "new parcel" is hereby submitted to the provision of the Condominium Ownership Act of the State of Wisconsin, as amended, upon the recording of the amendment and said "new parcel" shall be included as being within the property which is commonly referred to as "Riverview Estates of Delafield Condominium." The general address of the "new parcel" is 334 and 338 Riverview Drive, Delafield, Wisconsin. The definition of "parcel" in the "Original Declaration" shall now include the lands herein referenced as the "new parcel" in addition

DOCUMENT NO. STATE BAR OF WISCONSIN FORM 3-[illegible]
DUTY CLAIM [illegible]

to the terms originally specified in the "Original Declaration", as amended.

2. PLAT. The plat contains a survey of the Parcel described in this Declaration which shows the location of any and all buildings located on the Parcel, and contains diagramatic floor plans of each building on the Parcel showing the approximate dimensions, floor area and location of each Unit in each building, and the respective Unit designations for each Unit in the Condominium.

3. Since the inclusion of the "new parcel", adds eight (8) additional units to the 20 units now in the "amended declaration", the percentage of undivided interest in the common elements is hereby reallocated such that each Owner of a Unit shall now be entitled to a 1/28 interest in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth hereinafter. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. Except as provided in the Act and this Declaration as amended, the ownership interest in the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements, and any agreement or covenant to the contrary shall be void. The ownership of each Unit shall not be conveyed, transferred, encumbered, or otherwise affected separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding any Unit shall be deemed conveyed, transferred, encumbered or otherwise affected with that Unit, even though the legal description in the instrument conveying, transferring, encumbering or otherwise affecting said Unit may refer only to the fee title to the Unit and not expressly mention or describe

STATE BAR OF CALIFORNIA FORM [illegible]

the percentage of ownership in the Common Elements corresponding to that Unit, or may refer to an identical percentage for that Unit.

4. At each and every meeting of the Association, each unit shall be entitled to one (1) vote. The liabilities of each unit for common expenses and the rights of each unit to common surpluses shall be that as set forth in the "Original Declaration."

IN WITNESS WHEREOF, the said RIVERVIEW RESOURCES CORPORATION, as Declarant, has caused this document to be signed by Mark Malec, its President, and Laura Malec, its secretary, on the 17th day of June, 1983.

SEAL
CORPORATE SEAL

RIVERVIEW RESOURCES CORPORATION

by: Mark Malec, President

by: Laura Malec, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN }
Waukesha County } ss.

Personally came before me this 17th day of June, 1983, the above named Mark Malec, President, and Laura Malec, Secretary, Riverview Resources Corporation, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Nancy T. Miller

Notary Public Waukesha Co., Wis.
My Commission expires March 9, 1987.

This instrument was drafted by: Mark Malec