CONDOMINIUM DECLARATIONS

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

RIVERPARK MEADOWS CONDOMINIUMS

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this ____ day of _____, 1995, by River Park Meadows Limited Partnership, by Rudy-Janice Development Corporation, as General Partner (hereinafter referred as "Declarant").

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration. This Declaration may be referred to as the "Master Declaration" with respect to the corresponding condominium associations within this Condominium.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the Condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Master Condominium".

Declarant intends to construct upon said real estate various buildings, at various locations, in various stages, such as there shall be twelve (12) buildings, together with improvements which may include landscaped areas, driveways, and such other areas, fixtures, and equipment and other facilities related thereto or used in connection therewith, and any subsurface or surface improvements consisting of sanitary sewer, storm sewer, water, electric, telephone and other facilities.

Each of the twelve (12) buildings within the Master Condominium shall be considered a separate building. The living units within each building may be sold as separate condominiums or be used as rental units. A condominium form of ownership declared upon any building shall be treated as if such individual condominium was a separate building for purposes of this Master Declaration. Buildings run by a separate condominium association, shall be referred to as an "Individual Condominium Association". Each Individual Condominium Association and rental building owner shall represent that building in the affairs of the condominium. In the event that an individual condominium is declared on any building, each unit owner within such individual condominium shall be deemed a "Living Unit Owner", provided, however, that each Individual Condominium Association shall designate a person to vote all of the votes of the condominium as a separate building hereunder as set forth above.

Buildings 1, 2, 3, 4, 5 and 9 must be used as rental-unit buildings only until August 15, 1997. After that date, the above buildings may be declared as separate condominiums or used as rental units. This use limitation is non-modifiable by the Declarant or the Association. Buildings 6, 7, 8, 10, 11 and 12 may be declared as separate condominiums or used as rental units.

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Master Declaration:

Lot 3 of Certified Survey Map No. 7545 recorded in Volume 64 of Certified Survey Maps on pages 202-209 as Document No. 2008170, being a part of the SW 1/4, SE 1/4, NE 1/4 and NW 1/4 of the SE 1/4 of Section 15, and the SE 1/4 of the NE 1/4 of Section 15, and the NE 1/4 and NW 1/4 of the NE 1/4 of Section 22, T7N, R19E, Town of Pewaukee, Waukesha County, Wisconsin.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Riverpark Meadows Condominiums.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be twelve (12) buildings on the real estate described in Section 2.1 above which shall contain a total of one hundred twenty (120) living units. Three (3) of the buildings shall contain sixteen (16) living units each, and nine (9) of the buildings shall contain eight (8) living units each. The buildings are further described as follows:

An eight (8) living unit building shall be two (2) stories in height with four (4) living units on each floor. Each unit shall have an attached garage which shall accommodate one (1) automobile.

A sixteen (16) living unit building shall be two (2) stories in height with eight (8) living units on each floor. Each unit shall be assigned one (1) or more parking stalls in an underground garage.

Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated in the Condominium Plat attached hereto as Exhibit "A" and made a part of this Master Declaration. Declarant shall have the right to amend this Master Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, building numbers and dimensions of the buildings as finally located and erected. Declarant reserves the right, subject to approval of the Town of Pewaukee, to change the layout and dimensions of the buildings as shown in Exhibit "A" which are not presently constructed, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of twelve (12) buildings in Riverpark Meadows Condominiums. The twelve (12) buildings shall contain a total of one hundred twenty (120) living units.

4.2 IDENTIFICATION. Each building shall be comprised of one (1) cubicle of air on two (2) levels of space having outer boundaries formed by the exterior surfaces of the perimeter walls, foundation and roof, of each building, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained.

The buildings are designated by identifying numbers, and their location are as set forth in Exhibit "A" attached hereto. The post office address of the buildings are as follows:

Building 1	W240 N2566 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 2	W240 N2544 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 3	W240 N2524 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 4	W240 N2500 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 5	W240 N2510 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 6	W240 N2520 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 7	W240 N2532 East Parkway Meadow Circle Pewaukee, Wisconsin 53072

Building 8	W240 N2550 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 9	W240 N2578 East Parkway Meadow Circle Pewaukee, Wisconsin 53072
Building 10	N25 W24069 River Park Drive Pewaukee, Wisconsin 53072
Building 11	N25 W24037 River Park Drive Pewaukee, Wisconsin 53072
Building 12	N25 W24011 River Park Drive Pewaukee, Wisconsin 53072

5. COMMON ELEMENTS AND FACILITIES

The common elements and facilities shall consist of all of Riverpark Meadows Condominiums, improvements and appurtenances, except the individual buildings as set forth above, including without limitation: the land on which the building or buildings are located; public utility lines, water and sewer laterals, and the walks, driveways and landscaping.

Easements are hereby granted and declared for the benefit of each building, and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or buildings.

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the common elements and facilities are designated as "Limited Common Elements" as shown on Exhibit "A". Such Limited Common Elements shall be reserved for the exclusive use of a building to which they are appurtenant, as shown on Exhibit "A".

6.2 PARKING. Living Unit Owners and tenants may park automobiles in the assigned parking space. At no time shall a Living Unit Owner or tenant allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in such assigned parking space without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the common elements or Limited Common Elements without the prior written consent of the Association and approved by the Town of Pewaukee.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no building owner or Individual Condominium Association shall allow the Limited Common Elements to be decorated, landscaped or adorned, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

Each building owner or Individual Condominium Association, as applicable, shall own an undivided interest in the common elements and facilities and Limited Common Elements as a tenant in common with all other building owners and Individual Condominium Associations and, except as otherwise limited in this Master Declaration, shall have the right to use and occupy the common elements and facilities in Limited Common Elements for all purposes incident to the use and occupancy of the building, as residential units, and such other incidental uses permitted by this Master Declaration, which right shall be appurtenant to and run with the building. The percentage of such undivided interest in the common elements appurtenant to each building and its owner shall be as follows:

16-Living Unit Buildings

Building 10	.13491
Building 11	.13491
Building 12	.13492

8-Living Unit Buildings

Building 1	.06614
Building 2	.06614
Building 3	.06614
Building 4	.06614
Building 5	.06614
Building 6	.06614
Building 7	.06614
Building 8	.06614
Building 9	.06614

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of a partial or complete destruction, any surpluses or expenses shall be shared among the building owners and Individual Condominium Associations in accordance with the percentage of the building ownership of the common elements as set forth above.

8. RESIDENTIAL PURPOSE

All buildings and the living units therein contained are intended for, and restricted exclusively, to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All building owners and Individual Condominium Associations shall be entitled and and required to be a member of the Association of Unit Owners to be known as Riverpark Meadows Association, Inc., (hereinafter "Association"). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each building owner, Individual Condominium Association and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. Each of the sixteen (16) unit buildings shall have two (2) votes in matters of the Association. Each of the eight (8) unit buildings shall have one (1) vote in matters of the Association.

Each of the respective Individual Condominium Associations, for each building, shall designate a person to vote all of the votes of the Individual Condominium Association as a separate building in accordance with the terms of the Declaration and Bylaws for said building.

Each of the building owners shall vote on behalf of the building owner's respective building.

The Association shall have two (2) classes of voting membership as follows:

(1) Class A - Class A members shall be all building owners and all Individual Condominium Associations voting on behalf of their building. Each building owned by the Declarant shall not be a Class A vote;

(2) Class B - Class B members shall be the Declarant. The Declarant shall have two (2) votes for each building. The Class B membership shall cease and be converted to Class A membership when the total votes

outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding three (3) years from conveyance of the first unit to any person other than Declarant, whichever first occurs.

The respective rights and qualifications of the two classes of members and the election of directors shall be as set forth in the Bylaws of the Association.

9.3 ASSOCIATION PERSONNEL. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for the common services as may be required for the common areas.

9.4 MASTER CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to building owners, Individual Condominium Associations, Living Unit Owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Master Declaration, Bylaws and other rules governing the Master Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Master Declaration, Bylaws, and other rules governing the Master Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which has an interest or prospective interest in the Master Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all maintenance and repairs of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping.

10.2 INDIVIDUAL BUILDINGS AND LIMITED COMMON ELEMENTS. Each building owner and Individual Condominium Association shall be responsible for keeping the exterior and interior of its respective building and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a

clean and sanitary condition, and shall be responsible for all repairs, decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the building. Each building owner and Individual Condominium Association shall be responsible for its respective lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the building. Each building owner and Individual Condominium Association shall keep the building's exterior and the limited common elements appurtenant to the building, as defined in Section 6 hereof and as described in Exhibit "A" in a good, clean, sanitary and attractive condition.

In the event a building owner or Individual Condominium Association fails to adequately maintain their respective building, the Master Association shall notify said owner of the failure to comply with the standards of the Master Association and provide sixty (60) days in which the defect may be cured. If the defect is not cured within sixty (60) days of receipt of the notice of defects, the Master Association may perform any necessary maintenance, repairs or modifications which will maintain the structural and aesthetic integrity of the Association. Any work performed or authorized by the Master Association shall be assessed to the building owner or Individual Condominium Association and shall be secured by a lien on the subject property. If the assessment is not paid within ten (10) days, the charges shall bear interest at the rate of Twelve percent (12%) per annum until paid in full.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY BUILDING OWNER AND INDIVIDUAL CONDOMINIUM ASSOCIATION. A building owner or Individual Condominium Association shall not, without first obtaining the written consent of the Association, make or permit to be made any structural, architectural or cosmetic alterations, changes or improvements to the building, or in or to the exterior of any building or any common or limited common elements and facilities. A building owner or Individual Condominium Association shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

11. BUILDING OWNER'S AND INDIVIDUAL CONDOMINIUM ASSOCIATION'S RIGHTS WITH RESPECT TO INTERIORS

Each building owner and Individual Condominium Association, as applicable, shall have an exclusive right to paint, repaint, tile,

panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors and to erect partition walls of a non-structural nature.

12. RESTRICTION ON USE AND OCCUPANCY

Each building shall consist of residential units to be occupied and used only for private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the condominium, except as otherwise provided herein. Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenants and conditions imposed herein and by the Bylaws of the Association. No rooms in any living unit may be rented and no transient tenants may be accommodated.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, the location of the buildings shall be substantially the same as prior to damage or destruction.

If a building is damaged to an extent more than the available insurance proceeds, the building shall be subject to an action for partition upon obtaining the written consent of the building owners and Individual Condominium Associations having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Master Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among the building owners and Individual Condominium Associations, of the buildings which are damaged or destroyed, in proportion to the amount of the percentage interest in the common elements, of each of the damaged or destroyed buildings, bears in relationship to each other. In the event a determination is made that a damaged unit or building is not repaired or replaced, the building owners and the Individual Condominium Associations, of the buildings which are damaged or destroyed, shall clear the subject property of all debris and return it to substantially the natural state in which it existed prior to beginning of construction and thereafter the owner shall continue to maintain the area in a neat and attractive condition consistent with the common elements in that area.

If the insurance proceeds are insufficient to reconstruct or repair the damaged buildings and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an action for partition are not obtained, then the damaged buildings shall be reconstructed and repaired by the Association with the insurance proceeds, and the building owners and Individual Condominium Associations shall be assessed for the deficiency in accordance with the percentage of ownership in the common elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the common elements and facilities against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association as trustee for each of the building owners, Individual Condominium Associations, Living Unit Owners, and their respective mortgagees, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against building owners, Individual Condominium Associations, Living Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more building owners, the Individual Condominium Associations, the Living Unit Owners, or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the building owners, Individual Condominium Associations, Living Unit Owners, and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair or the Court has ordered partition of the condominium property, then the proceeds shall be distributed to the building owners, the Individual Condominium Associations, Living Unit Owners, and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the common elements have been completely repaired or restored and there is a surplus of insurance proceeds, then the surplus shall be considered a common

surplus and may, at the direction of the Board of Directors, be distributed to the building owners, Individual Condominium Associations, Living Unit Owners, and their respective mortgagees, if any, in accordance with the percentage of ownership in the common elements.

Nothing contained in this paragraph shall be deemed to prohibit any building owner or Individual Condominium Association, at its expense, to provide any additional insurance coverage on its improvements which will duplicate any insurance provided by the Association. The Board of Directors shall also provide and maintain public liability insurance covering the common elements and facilities and the limited common elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but in any event such coverage shall be for at least $1,000,000.00 for bodily injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, snow plowing, lawn care, repair, maintenance and other expenses of the common elements and facilities and limited common elements, including private parking areas and roads shall be paid for by the Association. The Association shall make prorata assessments against each building within the Master Condominium. In the event that a condominium is declared on any building, the Association shall be required to send notice of the assessments payable by the individual condominium as a separate building to the Individual Condominium Association, which assessments will be paid by the Individual Condominium Association, which may then allocate such expense to the Living Unit Owners, in the same way it allocates other expenses to the Living Unit Owners under its governing condominium documentation. The Association shall make assessments against each building for such common expenses and for the creation of reserves for the payment of future common expenses with each building apportioned a share of said assessments in accordance with the percentage interest in the common elements. The common surpluses resulting from the operation of the condominium shall be offset against the assessments for common expenses in the same manner as set forth above, or shall be used for any other purposes as the Association decides, or shall be refunded to the building owners or Individual Condominium Associations.

No building owner, Individual Condominium Association, or Living Unit Owner may exempt a building from liability for contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common elements and facilities or services or by the abandonment of a building.

A building owner and Individual Condominium Association shall be liable for all assessments, or installments thereof, assessed to a building. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for its share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

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

In the event a condominium is declared on any building, the Individual Condominium Association shall be notified of and shall be obligated to pay such total assessment, which may be allocated to each Living Unit Owner in the same manner as other condominium expenses are allocated based upon the condominium's governing documentation, and each Living Unit Owner shall be responsible for paying its share of such allocation to the Individual Condominium Association, provided that any Living Unit Owner may release its unit from any lien rights under this Master Declaration, by paying its prorata share of the amount levied upon the building of which such individual living unit is a part, to the Association, such prorata share to be determined by the Association.

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

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

16. PARTITION OF COMMON ELEMENTS PROHIBITED

Except as provided herein, there shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the

applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any building shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said building as between such co-owners.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

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

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the building owners, the Individual Condominium Associations, the Living Unit Owners, and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

18.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any building, or part of any building encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any building encroaches upon any part of any other building, valid easements for the maintenance

of such encroachment are hereby established and shall exist for the benefit of such building so long as all or any part of the building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any building or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachments occurred due to the willful conduct of said owner or owners.

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

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

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

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this Master Declaration may be amended with the written consent of sixty-seven percent (67%) of the building owners, Individual Condominium Associations and mortgagees. Consent of both the building owner, the Individual Condominium Association and the mortgagee is required in meeting the requisite sixty-seven percent (67%) approval. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all building owners and all Individual Condominium Associations, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Waukesha County, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Waukesha County, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the building owners and the Living Unit Owners, as their interests appear. The undivided interest in the property owned in common which appertains to each building shall be the percentage of undivided interest previously allocated to such building in the common elements.

22. NOTICES

22.1 NOTICES TO BUILDING OWNERS AND INDIVIDUAL CONDOMINIUM ASSOCIATIONS. All notice and other documents required to be given by this Master Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a building regardless of the number of owners who have an interest therein or to an officer of an Individual Condominium Association, as applicable. All building owners and Individual Condominium Associations shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage, upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Master Declaration affecting a change in (1) the boundaries of any unit or the exclusive easement rights appertaining thereto, (2) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any unit, or (4) the purposes to which any unit or the common elements are restricted;

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Master Condominium or which affects any building on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges by a building owner or an Individual Condominium Association subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

A. All present and future owners of buildings, owners of individual living units, tenants of such owners and any other occupants of buildings, employees of owners, or any other persons that in any manner use or come upon the Master Condominium or any part thereof shall be subject to and shall comply with the provisions of this Master Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any building shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such building owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Condominium Ownership Act.

B. If entered into before the officers elected by building owners and Individual Condominium Associations pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a declarant or any person affiliated with the declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to unit owners, when entered into under the circumstances then

IN WITNESS WHEREOF, the said Declarant, River Park Meadows Limited Partnership by Rudy-Janice Development Corporation, has caused this Declaration to be executed at Brookfield, Wisconsin, this 31st day of July, 1995.

RIVER PARK MEADOWS LIMITED PARTNERSHIP
BY: RUDY-JANICE DEVELOPMENT CORPORATION

By: Rudy Greil
RUDY GREIL, PRESIDENT

By: Janice Greil
JANICE GREIL, SECRETARY

STATE OF WISCONSIN)
ss
WAUKESHA COUNTY)

On this 31st day of July, 1995, before me personally came Rudy Greil and Janice Greil to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

David J. Russ
Notary Public, State of Wisconsin
My Commission: 2/8/98

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005