

DISCLOSURE MATERIALS

THE MEADOWS AT PINE BROOK CONDOMINIUM

These Disclosure Materials are for The Meadows at Pine Brook Condominium, located in the City of Burlington, County of Racine, State of Wisconsin. The Declarant is DJS Partners, LLC whose address is 7638 Geralayne Circle, Wauwatosa, Wisconsin 53213. Declarant's agent is John Didier located at 7638 Geralayne Circle, Wauwatosa, Wisconsin 53213, and his telephone number is (262) 352-0852.

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

Dated: _____

**DISCLOSURE MATERIALS
FOR
THE MEADOWS AT PINE BROOK CONDOMINIUM
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The disclosure materials the Declarant is required by law to provide to each prospective condominium unit purchaser, contains the following documents and exhibits:

1. EXECUTIVE SUMMARY. The Executive Summary highlights for a buyer of a Condominium Unit essential information regarding the Condominium. The Executive Summary begins on page 1 of Part A.

2. DECLARATION. The Declaration establishes and describes the Condominium, the Units, Common Elements and Limited Common Elements. The Declaration begins on page 1 of Part B.

3. BYLAWS. The Bylaws contain rules which govern the Condominium and Effect the rights and responsibilities of Unit Owners. The Bylaws begin on page 1 of Part C.

4. ARTICLES OF INCORPORATION. The operation of a Condominium is governed by the Association, of which each Unit Owner is a Member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 1 of Part D.

5. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the Condominium through contracts with individuals or private firms. These contracts, if any, begin on page 1 of Part E.

6. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The Operating Budget is an estimate of those charges which are in addition to mortgage and utility payments. The Operating Budget begins on page 1 of Part F.

7. LEASES. There are no leases of property or facilities which are not part of the Condominium.

8. EXPANSION PLANS. The Declaration does not provide Declarant the right to expand the Condominium.

9. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the Units being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and Common Areas which are a part of the Condominium. The Condominium Plat which contains the floor plans and maps begin on page 1 of Part G.

10. RULES AND REGULATIONS. There are currently no rules or regulations further regulating the use and occupancy of the Condominium. The power to adopt such further rules is however reserved to the Board of Directors at Section 11.1 of the Bylaws.

ATTACHMENTS:

PART A	EXECUTIVE SUMMARY
PART B	DECLARATION
PART C	BYLAWS
PART D	ARTICLES OF INCORPORATION
PART E	MANAGEMENT OR EMPLOYMENT CONTRACTS
PART F	ANNUAL OPERATING BUDGET
PART G	CONDOMINIUM PLAT

A

Executive Summary

EXECUTIVE SUMMARY

THE MEADOWS AT PINE BROOK CONDOMINIUM

Pursuant to 703.33(1)(h) of the Wisconsin Condominium Act, the following shall identify where within the disclosure documents certain information is located.

1. Name. The name of the Condominium is The Meadows at Pine Brook Condominium as set forth in Article 1 of the Declaration under the definition for "Condominium".
2. Expansion. The Declarant does not have the right to expand the Condominium.
3. Association. As set forth in Paragraph 1 of the Articles of Incorporation, the name of the Association is The Meadows at Pine Brook Condominium Association, Inc. and, until the control of the Association is conveyed pursuant to and as more particularly set forth within Article 4 of the Declaration, the address of the Association shall be 7638 Geralayne Circle, Wauwatosa, Wisconsin 53213. The Association is self managed and, prior to the change of control as set forth in Section 4.3 of the Declaration, John Didier at (262) 352-0852 may be contacted regarding general condominium questions.
4. Special Amenities. There are no special amenities for the Condominium.
5. Owner Responsibility. Pursuant to and as more particularly set forth within Section 6.1 of the Declaration and Section 7.1 of the Bylaws, the Owner shall (1) perform routine maintenance, repair and replacement of all components or installations of the Unit; (2) pay for the repair and replacement of the Common Elements and all other units and property damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (3) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such duty; and (4) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.
6. Association Responsibility. Except for an Owner's responsibility set forth within Section 6.1 of the Declaration and Section 7.1 of the Bylaws, the Association shall maintain in good condition and repair, replace and operate all of the Common Elements pursuant to and as more particularly set forth in Section 6.2 of the Declaration and Section 7.2 of the Bylaws. The Association's obligations pursuant to Section 6.2 of the Declaration will be funded from both assessments and reserve funds.
7. Rental of Units. Owners may rent the Units to third parties subject to certain restrictions as set forth in Section 7 of the Declaration.
8. Unit Alterations. No Owner shall physically alter the Common Elements without the prior written consent of the Board of Directors pursuant to Section 7.12 of the Declaration. Article 7 of the Declaration imposes further restrictions on use and occupancy of the Units and Common Elements.
9. Parking. Conditions regarding parking for any particular Unit are set forth at Section 7.6 of the Declaration.

10. Pets. An Owner may keep pets within its Unit subject to the restrictions set forth in Section 7.4 of the Declaration.

11. Reserves. The Association shall fund an adequate reserve as set forth in Section 5.9 of the Declaration. The Association has elected to establish a statutory reserve account under 703.163 of the Wisconsin Condominium Act, as set forth in Section 5.11 of the Declaration.

12. Expenses. As more particularly set forth in Section 5.1 of the Declaration, Declarant may offset expenses incurred by Declarant against assessments due on Declarant owned Units. In addition, pursuant to and as more particularly set forth within Section 5.9 of the Declaration, each purchaser of a Unit from Declarant shall pay two months of assessments at the time of conveyance to fund the Association's working capital.

13. Amendments. Pursuant to and as more particularly set forth within Article 10 of the Declaration, the Declaration may be amended, thereby altering a Unit Owner's rights and responsibilities. Likewise, pursuant to and as more particularly set forth within Article 15 of the Bylaws, the Bylaws may be amended, thereby altering a Unit Owner's rights and responsibilities.

B

Declaration

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DOC # 2185303

Recorded

Aug. 18, 2008 AT 03:15PM

**DECLARATION OF
CONDOMINIUM OF
THE MEADOWS AT PINE
BROOK CONDOMINIUM**

James A. Ladwig

Document Number

Document Title

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$79.00



FROM 206-02-19-04-100-601
206-02-19-04-100-610
206-02-19-04-100-620

TO		
UNIT#	BLDG#	PARCEL#
1A	1	206-02-19-04-100-701
1B	1	206-02-19-04-100-702
2A	2	206-02-19-04-100-703
2B	2	206-02-19-04-100-704
3A	3	206-02-19-04-100-705
3B	3	206-02-19-04-100-706
4A	4	206-02-19-04-100-707
4B	4	206-02-19-04-100-708
5A	5	206-02-19-04-100-709
5B	5	206-02-19-04-100-710
6A	6	206-02-19-04-100-711
6B	6	206-02-19-04-100-712
7A	7	206-02-19-04-100-713
7B	7	206-02-19-04-100-714
8A	8	206-02-19-04-100-715
8B	8	206-02-19-04-100-716
9A	9	206-02-19-04-100-717
9B	9	206-02-19-04-100-718
10A	10	206-02-19-04-100-719
10B	10	206-02-19-04-100-720
11A	11	206-02-19-04-100-721
11B	11	206-02-19-04-100-722
12A	12	206-02-19-04-100-723
12B	12	206-02-19-04-100-724
13A	13	206-02-19-04-100-725
13B	13	206-02-19-04-100-726

1a

Recording Area

Name and Return Address:

Joseph E. Tierney IV, Esq.
Davis & Kuelthau, s.c.
111 East Wisconsin Avenue
Suite 1400
Milwaukee, WI 53202

PIN:

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**DECLARATION OF CONDOMINIUM
OF
THE MEADOWS AT PINE BROOK CONDOMINIUM**

This Declaration of Condominium of The Meadows at Pine Brook Condominium ("Declaration") is made as of this 15 day of August, 2008, by DJS Partners, LLC, a Wisconsin limited liability company ("Declarant").

Declarant hereby declares that it is the sole owner of the real property located at 1033-1089 Spring Brook Drive, in the City of Burlington, Wisconsin, and more particularly described on **Exhibit A**, together with all rights appurtenant thereto and with any and all improvements, now or subsequently placed thereon, and any and all rights appurtenant to such improvements ("Property"). Declarant hereby submits the Property to the condominium form of ownership as provided in the Wisconsin Condominium Ownership Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property. The use of The Meadows at Pine Brook Condominium shall at all times be subject to the City of Burlington building code and regulations.

Declarant reserves the right to assign its ownership interest in the Property to another entity of its choosing at any time. In the event of such an assignment, Declarant shall record a Special Amendment, as defined in Section 10.2, to this Declaration providing the name of the assignee as the new Declarant.

ARTICLE 1. DEFINITIONS

The following terms shall have the following definitions:

1.1. Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2. Allocated Interest. "Allocated Interest" shall mean the undivided percentage interest from time to time of each Unit, determined as provided in Article 3 below, in the Common Elements and the corresponding liability for Common Expenses.

1.3. Assessments. "Assessments" shall refer to General Assessments and Special Assessments and shall mean the amount determined by the Association to be due with respect to a Unit and its appurtenant interests for Common Expenses.

1.4. Association. "Association" shall mean The Meadows at Pine Brook Condominium Association, Inc.

1.5. Association Insurance. "Association Insurance" shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.6 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.7 Buildings. "Building" or "Buildings" shall be the structures in which the real property is located.

1.8 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.9 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units. There are certain Common Elements available for the nonexclusive use and enjoyment of all Owners which are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements."

1.10 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including, but not limited to, parking repaving, landscaping, lawn care, snow removal, improvements to the Common Elements, security, lighting, heating costs, Association Insurance premiums, municipal utility services, maintenance and management wages and other costs of the Limited Common Elements (except if otherwise provided for in this Declaration), and fees of outside consultants.

1.11 Condominium. The "Condominium" shall be known as The Meadows at Pine Brook Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property.

1.12 Condominium Documents. The "Condominium Documents" consist of the Articles of Incorporation, Bylaws, Rules and Regulations, floor plans, Plat, management agreement, if any, and this Declaration.

1.13 Declarant. The "Declarant" shall mean DJS Partners, LLC or each successive person to whom special rights of Declarant under this Declaration are assigned in accordance with Section 16.7 of this Declaration.

1.14 Declaration. "Declaration" shall mean this Declaration of Condominium of The Meadows at Pine Brook Condominium as the same may be amended from time to time.

1.15 Director. A "Director" shall mean a member of the Board.

1.16 General Assessment. "General Assessment" means any assessment made against an Owner for Common Expenses, but excluding any Special Assessment.

1.17 Majority. A "Majority" shall mean any number of Owners with more than fifty percent (50%) of the votes assigned to the Units by the Declaration.

1.18 Member. A "Member" shall mean every Owner, who by status as an Owner is also a Member of the Association.

1.19 Membership Roster. The "Membership Roster" shall mean the list of all Owners entitled to vote at all general and special meetings of the Association.

1.20 Mortgage. "Mortgage" shall mean a recorded mortgage encumbering a Unit.

1.21 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage encumbering one or more of the Units.

1.22 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit.

1.23 Owner. "Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof. For purposes of Article 2 hereof, each Unit shall be deemed to have only one (1) Owner. The Declarant is an Owner with respect to each Unit to which it holds title.

1.24 Plat. "Plat" shall mean that certain plat of condominium comprised of a survey of the Property, building floor plans and unit numbers as recorded or to be recorded in the Register's Office and as the same may be amended from time to time. A copy of the Plat is attached hereto as **Exhibit B**.

1.25 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on **Exhibit A**.

1.26 Register's Office. The "Registers Office" is the Office of the Register of Deeds for Racine County, Wisconsin.

1.27 Reserve Funds. "Reserve Funds" refers to the funds derived from assessments against Owners that are deposited in a Statutory Reserve Account. The term does not include funds for ordinary operations, including amounts held for operational contingencies.

1.28 Rules. The "Rules" shall mean rules and regulations established by the Association as provided in Section 4.1 and as expressly set forth in the initial Rules and Regulations of the Association.

1.29 Special Assessment. "Special Assessment" shall mean any assessment made against a Unit which is not a General Assessment and is assessed for expenses incurred by the Association.

1.30 Statutory Reserve Account. A "Statutory Reserve Account" means a separate account established under Section 703.163 of the Act to hold Reserve Funds.

1.31 Unit. A "Unit" shall mean a part of the Condominium intended for private use by the Owner.

ARTICLE 2. DESCRIPTION

2.1. Description of Buildings. The approximate location and dimensions of the Buildings in which the Units are located as shown on the Plat.

2.2. Description of Units. The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat. The Condominium shall consist of thirteen (13) Buildings, containing twenty-six (26) Units as shown on the Plat. Each Unit shall be identified by a number as indicated on the Plat. The following shall be the boundaries of the Units:

(a) Units.

(1) Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical planes of the inner surface of any stone or other masonry walls or exterior glass walls bounding such Unit. If the walls bounding any unit are not glass, stone or other masonry, such vertical boundaries are the centers of the wall or studs which support the drywall, wood, or plaster perimeter walls bounding any such Unit.

(2) Horizontal Boundaries. The horizontal boundaries of the Unit shall be:

(A) Upper Boundary. The upper boundary of a Unit is the horizontal plane of the bottom surface of attic floor joists, if any, or if there are no such joists, the bottom surface of the rafters supporting the roof.

(B) Lower Boundary. The lower boundary of a Unit is the horizontal plane of the top surface of the concrete slab supporting the lowest floor of such Unit.

(b) Additional Items. Each Unit shall include the following, if any:

(1) the heating and hot water systems and equipment; any flues, exhaust fans, ducts and conduits; wires, cables, electrical, security, telephone, television and other communication systems; water, sewer and gas pipes, and all other utility lines and distribution systems; wall safes, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit (including to the extent such items penetrate the concrete slab below such Unit), while any portions thereof, serving more than one Unit or any portion of the

Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls and partitions, floor and wall coverings, and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit; and

- (2) all exterior doors (including doors to any balcony serving the Unit and entrance doors to the Unit) and any and all hardware, including without limitation, door locks, hinges and mechanical systems, if any associated with such doors.

2.3. Common Elements. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the Owner who is allocated their use and include: (a) any mailbox, exterior light, railing, vent or similar appurtenance exclusively serving a Unit whether located within or without the designated boundary lines of a Unit; (b) the private patios and covered porches exclusively serving a Unit; and (c) driveways. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and include, without limitation, the following:

- (a) all footings, foundations, beams, exterior walls, roofs, floors (excluding those described in Section 2.2) and structural supports of Buildings;
- (b) all entrances to the Property, roadways, ramps, sidewalks, common walkways, joint mechanical and equipment rooms, access steps, landings, landscaped area, landscaping and open space; and
- (c) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits, water lines, drainage, electrical, telephone, cable television, fire and communication systems, gas, sewer, heating, and plumbing systems, except such facilities which are included in a Unit, as set forth in Section 2.2.
- (d) All other lines, pipes, wire, cables or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

2.4. Adjustment of Unit Boundaries. Upon approval by the Board pursuant to Section 4.5 hereof, boundaries between Units may be reallocated as provided in Section 703.13(6) of the Act and evidenced by an amendment to the Declaration. If a Unit involved in a proposed boundary reallocation is subject to a Mortgage, then the Mortgagee must also consent to such action. The Owners involved in such reallocation shall pay all costs associated with such reallocation, including the costs of physically adjusting Common Elements between such Units and the expenses of legal and architectural review of the plans and documents to carry out the adjustment. The Association may require that an estimate of such costs be paid as a condition to execution of the amendment, with a final payment made upon completion of any work by the Association.

2.5. Separation of Units.

- (a) Upon approval by the Board pursuant to Section 4.5 hereof, each of the Units may be separated as provided in Section 703.13(7) of the Act and evidenced by one or more amendments to the Declaration.
- (b) After separation as provided above, the Allocated Interests appurtenant to the separated Unit shall be equally divided among the resulting Units, the common surpluses and expenses shall be allocated in accordance therewith, and each Owner of a resulting Unit shall be entitled to vote in accordance with Section 4.2.
- (c) The Owner of the separated Unit shall pay all costs associated with such separation, including the costs of physically creating or adjusting Common Elements between the resulting separated Units.

2.6. Initial Designation by Declarant. Declarant reserves the right to change the layout, location, dimensions and construction details of the Buildings, Units and Common Elements shown on the Plat, provided that after the first Unit sale, such changes shall not substantially alter the nature, value and quality of the Buildings, Units or Common Elements.

ARTICLE 3. INTEREST AND COMMON ELEMENTS

Every Owner shall own an undivided interest, as a tenant-in-common with all of the other Owners, in the Common Elements in accordance with the table attached as **Exhibit C**, and every Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration, and the Condominium Documents, which rights shall be appurtenant to and run with the Unit. The respective Allocated Interests of particular Units may be changed as a result of separation as set forth in Section 2.5.

ARTICLE 4. ASSOCIATION OF OWNERS

4.1. Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements. After adoption, the Rules shall be binding upon Owners and Occupants, and their family, guests and invitees.

4.2. Membership and Voting. Each Owner shall be a Member of the Association and membership shall commence and terminate with ownership. All Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify the Secretary of the Association, in writing, which individual is entitled to cast the vote on behalf of all co-owners.

4.3. Control of Association. The Declarant shall have the right to appoint and remove the Board and officers of the Association and to exercise any and all of the powers and

responsibilities assigned to the Association and its officers by the Articles of Incorporation, Bylaws, Act, this Declaration and Wisconsin Nonstock Corporation Law from the date hereof, until the earliest of: (1) three (3) years from the date the Condominium is established; (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Allocated Interests to Owners other than Declarant; or (3) Declarant's election to waive its right of control. Within thirty (30) days prior to the conveyance of twenty-five percent (25%) of the Allocated Interests to Owners other than Declarant, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Within thirty (30) days prior to the conveyance of fifty percent (50%) of the Allocated Interests to purchasers, the Association shall hold a meeting, and the Owners other than the Declarant shall elect at least thirty-three and one-third (33 1/3%) of the Directors.

4.4. Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.5. Approvals. Any proposal by an Owner to be considered for Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring all Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the approved proposal. The Board may, at its discretion, impose further conditions upon its consent to any proposal, as it deems appropriate. No approval shall be deemed given if the Association fails to respond to any proposal.

ARTICLE 5. ASSESSMENTS

5.1. Common Expenses. The costs of administration of the Association, utilities, insurance, repair, maintenance, rent, use and other expenses relating to the Common Elements, except as otherwise specified in the Condominium Documents, shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Owners, as well as the Units themselves, for such Common Expenses in accordance with the Allocated Interest in the manner provided in the Bylaws. The Association shall annually adopt a budget for Common Expenses. The budget shall include a reserve for bad debt and adequate replacement reserve.

The Assessment obligation appurtenant to a Unit shall commence upon the first conveyance of a Unit by Declarant to an Owner. The percentage of the Common Expenses payable by the individual Units shall be the Allocated Interest of the Unit. No Owner may exempt the Owner or a Unit from liability for contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by the abandonment of a Unit. No conveyance shall relieve an Owner or a Unit of such liability, and the

Owner shall be jointly, severally and personally liable along with any grantee in any conveyance of the Unit for the Common Expenses incurred up to the date of sale until all such expenses charged to the Unit have been paid. A Unit, for purposes of this Article, shall exist and be made part of the Condominium only upon the recording of this Declaration, if the Unit is included in the Plat. Notwithstanding the foregoing, Declarant shall not be obligated to pay assessments for Units that it owns; however, Declarant shall pay such amounts necessary to pay the difference between: (i) the actual Common Expenses payable from the Operating Fund (as defined in the Bylaws); and (ii) the amounts of General Assessments payable by Owners other than Declarant; provided, however, that in no event shall Declarant be obligated for any amounts in excess of the aggregate amount that would have been assessed against Declarant's Units as a General Assessment. Declarant shall pay such amounts from time to time when required to prevent a deficiency in the funds available to pay actual Common Expenses. Declarant's obligations under this Article 5 shall be limited to the payment of recurrent operating expenses only, and Declarant shall have no obligation for any Special Assessment, or for payment or contribution to the Reserve Funds as further described in the Bylaws, except as required under the Statutory Reserve Fund.

5.2. Payment of Assessments. All Assessments whether General or Special, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two (2) years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. The personal liability for the Assessment shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation. Any statement of lien shall be filed in the land records of the Clerk of Court of Racine County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an officer of the Association as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, together with all interest and penalties, the Owner shall be entitled to a recordable satisfaction of the lien. Any lien for delinquent Assessments shall be subordinate to a first priority Mortgage on the Unit if the Mortgage was recorded before the delinquent Assessment became due.

5.3. Assessment for Common Expenses. Assessments shall be made against the 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 and shall be payable in twelve (12) monthly installments, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to a Unit or Units, Limited Common Elements, or for any reason stated herein shall be made against the Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

5.4. Purchaser of Unit. Any purchaser of a Unit is entitled to a statement from the Association setting forth the amount of unpaid Assessments against the seller. The statement

shall be supplied to the purchaser within fifteen (15) days after a written request is received by the Association. The purchaser shall not be personally liable for, however the Unit conveyed shall be subject to, any unpaid Assessment of the seller in the amount set forth in the statement. In the event of a foreclosure of a Mortgage on a Unit with a delinquent Assessment lien, the foreclosure will extinguish the lien for any Assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further Assessments. The Association shall be entitled to charge a fee for the preparation of financial statements, affidavits, certificates or other materials requested pursuant to the sale of a Unit ("Disclosure Fee"). The amount and terms of payment of the Disclosure Fee shall be set forth in the Bylaws.

5.5. Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16 of the Act and may exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment and reasonable attorneys' and collection fees.

5.6. Real Estate Taxes. Real estate taxes shall be taxed separately to each Owner for a Unit. The Declarant shall be responsible for paying all real estate taxes assessed against any Declarant owned Unit. In the event the Association is assessed for real estate taxes on any Unit, then the Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

5.7. Utility Charges. Utility charges and/or fees shall be metered and issued to each separate Unit within the Condominium wherever feasible or customary. These charges shall remain the personal obligation of the Owner. Utility charges for any Common Area shall be a Common Expense.

5.8. Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules.

5.9. Reserve Operating Fund. Each Owner of a Unit, other than Declarant, shall at the time of conveyance to such Owner, pay to the Association an amount equal to two (2) times the monthly installment of the General Assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this Section shall not be considered advance payments of installments of General Assessments, but shall be maintained as working capital of the Association, kept in a segregated account and expended for such purposes as the Board determines in accordance with this Section. The reserve operating fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs nor may Declarant apply any of the reserve operating fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

5.10. Common Expenses and Surpluses. Except as otherwise provided in this Declaration, Common Expenses and surpluses shall be allocated among all Units according to their respective Allocated Interests. All common surpluses of the Condominium for each of its fiscal years shall be retained for Common Expenses of the Condominium for the next succeeding fiscal year(s).

5.11. Statutory Reserve Account. Declarant hereby elects to establish a Statutory Reserve Account as provided in Section 703.163 of the Act. Declarant shall execute and record a Statutory Reserve Account Statement with the Register's Office. The Association shall determine the amount to be assessed Owners for Reserve Funds and include such assessment on the annual budget. Neither the Declarant, an Owner, the Association, a Director or officer, manager nor an employee of an association is liable in connection with the establishment or termination of a Statutory Reserve Account or any deficiencies in the Statutory Reserve Account that relate to the determination of amounts to be assessed for Reserve Funds.

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1. Owner Responsibility. Each Owner, at Owner's sole cost, shall: (a) perform routine maintenance, repair and replacement of all components or installations of the Unit; (b) pay for the repair and replacement of the Common Elements and all other Units and property damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (c) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such duty; and (d) maintain, repair and replace the Limited Common Elements appurtenant to the Unit, except as maintained by the Association. The Owner shall at all times maintain the indoor temperature of the Unit at or above 50° Fahrenheit.

6.2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the General Common Elements, except as expressly provided in Section 6.1.

6.3. Alterations to Unit. An Owner may make any alterations he deems desirable to a Unit, provided the Owner complies with all provisions of the Condominium Documents. An Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit which might (1) impair the structural integrity or value of the Buildings or any mechanical or electrical system therein; (2) adversely affect the visual character and harmony of the external appearance of the Buildings as viewed from public rights-of-way, (3) alter the thermal or acoustical character of the Buildings; (4) impair any easement appurtenant to any Unit or the Condominium; (5) adversely affect the use or value of another Unit; or (6) violate the Condominium Documents or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with any alteration to the Unit shall be completed in a good, workmanlike manner in accordance with all applicable statutes, codes and ordinances, and free from all liens. Any Owner who makes any alterations to his Unit shall indemnify and hold harmless the other Owners, the Board, the Declarant and the Association from and against any and all claims of third parties for personal injury or property damage from work performed in connection with any alterations. In the event any alteration to a Unit requires or results in the

penetration of the concrete slabs above or below a Unit, the Owner, at the Owner's expense, shall provide the Association with a diagram produced by x-ray, magnetometer or other acceptable means showing the location of cables or other structural materials in the slabs.

6.4. Exterior Alterations. Except as permitted by the Rules, an Owner is prohibited from making any alteration (including any alteration to the interior of the Unit that adversely affects the visual character and harmony of the external appearance of the Buildings as viewed from the public rights-of-way), installation, removal, reconstruction or repair to the exterior of the Buildings.

6.5. Damage to Units and to Common Elements. In the event the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Owner, or any individual or entity acting on behalf of any Owner, damages any portion of a Common Element while making a repair or renovation to his Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element within ten (10) days of Association's request.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1. Permitted Uses. The Units shall be occupied and used for residential purposes only and for no other purpose. No trade or business shall be carried on anywhere in such Units, except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits of business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to Section 7.2 and any Rules related thereto, (3) the establishment of offices by Declarant or its agents, and only by Declarant or those to whom Declarant expressly assigns such right in writing, for sales of units including the construction and use of "model" Units for sale, and (4) the establishment of offices by the Association for conducting its affairs.

7.2. Leases of Units. An Owner of a Unit may lease such Unit on any terms the Owner desires, except as set forth herein. Subject to approval by the Board of Directors, an Owner other than the Declarant may lease an entire Unit only in compliance with the restrictions on leasing stated below:

- (a) No Unit may be leased without a written lease in a form acceptable to the Board of Directors.
- (b) Any Owner who enters into a lease for a Unit shall provide the Secretary of the Association with a true and correct copy of such lease within seven (7) days after the execution thereof.

- (c) No Unit may be leased for a term of less than one (1) year, and a security deposit of two (2) months rent is required.
- (d) An Owner who leases a Unit shall remain personally liable for the payment of any Assessments or any other amounts due under any Condominium Document, and the Association shall have the option to pursue either the Owner/lessor and/or the lessee under any lease (who shall also be personally liable) for the payment of any Assessments or any other payments due the Association.
- (e) The rights of any lessee of any Unit shall be subject to all of the covenants, conditions, restrictions and Rules set forth in the Condominium Documents.
- (f) No individual rooms in any Unit may be rented and no transient tenants may be accommodated.
- (g) Except for Units owned by Declarant or any Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the Mortgage, no further Units may be leased if the total number of Units under existing leases exceeds the maximum number of leased Units allowed under the Rules. Until such time as new Rules are promulgated, the number of Units leased by Owners other than Declarant at any particular time shall not exceed eight (8).

Each lease of a Unit shall provide that a breach of the Condominium Documents shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with the Owner and shall not be obligated to address any breach with the offending Occupant.

7.3. No Time Shares. No Unit shall be subject to any time share or similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.4. Pets. The Owner or Occupant of each Unit may keep animals in the Unit in accordance with the applicable City of Burlington ordinances (each such animal, a "Pet") and provided the following:

- (a) the Pet is not permitted on or in any of the General Common Elements or outside of the Buildings while unleashed;
- (b) the individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board;
- (c) the owner of the Pet shall comply with such further Rules with respect to pet ownership as may be promulgated by the Board;

- (d) the Pet is licensed by the municipality, if required under applicable ordinances, and a copy of such license shall be forwarded to the Secretary of the Association;
- (e) the Pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or any Owner or Occupant, or otherwise causes the Owner or Occupant owning such Pet to repeatedly violate the terms of this Section or the Rules.

Any and all costs of repairing any damage to any Units or Common Elements caused by a Pet shall be borne by its owner. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of not less than Five Hundred Dollars (\$500.00) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the privilege to maintain a Pet. Such pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 5. Possession of Pets within the Condominium shall not be considered a property right.

7.5. No Obstructions. No person shall cause or permit the General Common Elements to be used as to deny any Owner or Occupant the full use of the General Common Elements or its Unit.

7.6. Parking and Exterior Storage.

- (a) To enhance the aesthetics of the Condominium and in order to facilitate required maintenance and snow plowing of the driveways, all vehicles of any type shall be parked inside the garage except in the case of short term parking (one day or less) guests. In such case, an Owner's guests must park adjacent to the Owner's garage door and shall not impede other Owners access to their Units. No vehicle of any type shall be placed in any driveway for storage or shall obstruct access to an Owner's garage.
- (b) No boats, campers, trailers, recreation vehicles or other vehicles or similar nature and design shall be stored or parked in the driveways for a period of longer than twenty-four (24) hours in any one (1) week period unless special permission is granted by the Association. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Property.
- (c) No Unit Owner nor his family members, agents, employees, invitees or guests may use any of the driveways for the purpose of repairing or restoring any motor vehicle.

7.7. Antennas. No antenna, aerial, satellite dish, cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on the Buildings or any other

portion of the Condominium, except as erected or installed by Declarant or any individual Owner with written approval by the Board. Any antenna, aerial, satellite dish or cable for television or radio reception approved by the Board shall be the smallest sized satellite dish available and shall be installed in a location determined by the Board. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with the ordinances of the City of Burlington.

7.8. Quiet Enjoyment. Each Owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference from each other Owner, all Occupants and other invitees.

7.9. Noxious Activity. No use or practice shall be allowed on the Condominium which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Condominium Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio-visual equipment.

7.10. Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or Rules relating to the storage, transport and release to, from, on or in such Unit of any substance or compound governed by any one or more of Wis. Stats. Chap. 144; CERCLA; TOCSA; RCRA, if any; amendments to any of the foregoing; and similar laws now or hereafter in effect relating to the storage, transport or release of substances and compounds.

7.11. Signs. No Owner may erect, post or display posters, signs or advertising material on the Common Elements or areas of Units which can be seen from outside of the Buildings without the prior written consent of the Association, except that an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease. If consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Buildings. Notwithstanding anything in the foregoing to the contrary, Declarant shall have the right to place posters, signs or advertising material on the Common Elements and at locations within Units which may be visible from the Common Elements without obtaining consent, provided that the same are of a size as is usual and customary with developer sales of units and maintenance of units in the area in which the Condominium is located.

7.12. Alteration to Common Elements. No Owner shall physically alter the Common Elements without the prior written consent of the Board, or as otherwise expressly permitted in this Declaration.

7.13. Owner's Use of Unit as an Office. An Owner may operate a home office out of a Unit if the Owner does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from outside the Unit; (b) conduct a retail business out of the Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any utility facilities which service the Condominium;

(d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; or (f) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Owner or would cause an unreasonable amount of customer or client visits to a Unit or the Common Elements.

7.14. Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof and each Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and shall be at the sole expense of the Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Owner shall give prompt notice to the Board of Directors of any written notice of a violation of any legal requirements affecting a Unit or the Condominium. Notwithstanding the foregoing provisions, any Owner may, at the Owner's expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Owner in such proceedings, provided that:

- (a) such Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association, Declarant's Mortgagee and each other Owner against all liability, loss or damage which any of them may suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred;
- (b) such Owner shall keep the Board of Directors advised as to the status of such proceedings;
- (c) noncompliance shall not create a dangerous condition or constitute a crime, public or private nuisance, or an offense punishable by fine or imprisonment;
- (d) no part of the Buildings shall be subject to being condemned or vacated by reason of noncompliance or otherwise, by reason of such contest; and
- (e) such Owner shall, if required by the Association, post a bond to ensure compliance with his obligations hereunder.

The Association may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

8.1. Reconstruction. In the event of fire, casualty or any other damage affecting one or more of the Units, including without limitation the interior walls thereof, or Common

Elements ("Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below:

- (a) Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and, in the case of a Unit or Limited Common Element, in accordance with the final drawings used in the original construction insofar as practicable or legally possible, unless the Owner thereof obtains approval for any changes thereto from the Board and from the Mortgagee, if any, of such Unit. If any such approved change will make the Plat materially inaccurate, the Association may require that the Owner pay the costs of the Association in preparing and recording an addendum to the Plat reflecting the changes.
- (b) If the Damaged Premises consist of Common Elements, the Association shall reconstruct and repair the Damaged Premises; if and to the extent that the Damaged Premises consist of the Unit or property therein, except for any interior walls which shall be reconstructed or repaired by the Association in the location shown on the original floor plan for such Unit, the Owner shall reconstruct and repair the Damaged Premises, but the right to do so may be subject to Rules regarding the coordination of reconstruction and repair.
- (c) An Owner is referred to herein as a "Causing Agent" if the Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit is responsible for the damage to its own or another Owner's Unit or to the Common Elements. If an Owner is a Causing Agent, then the Owner shall pay the costs of reconstruction and repair of the Damaged Premises which exceeds the amount of insurance proceeds recovered by the Association and/or Owner under Section 9.5 hereof, even if the reconstruction and repair is carried out by the Association.
- (d) If no Owner is the Causing Agent of such damage to a General Common Element, the Association shall bear cost of reconstruction and repair of the Damaged Premises.

8.2. Assessments. Where the Association is responsible for the cost to repair and reconstruct the General Common Elements under Section 8.1, and insurance proceeds are insufficient to cover such costs, then, subject to Sections 8.1(d) and 8.3, the Owners of all Units shall be assessed according to their Allocated Interests for the deficiency relating to the reconstruction or repair of General Common Elements comprising Damaged Premises. If insurance proceeds are insufficient to reconstruct or repair any Limited Common Elements, then the Owners of the Units affected shall be assessed for the deficiency relating to the reconstruction or repair of such Limited Common Elements or Unit comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3. Partition. If the insurance proceeds are insufficient to reconstruct or repair the General Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.4. Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in or comprising a Unit whether part of the initial improvements or installed subsequent to initial construction of the Unit which are not insured by Association Insurance or any improvements.

8.5. Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds remaining after the work to repair or restore the General Common Elements have been completed shall be held or distributed to the Owners and their Mortgagees, in accordance with their Allocated Interests.

8.6. Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this Section shall control. Each Owner of an affected Unit shall have the right to appeal the necessity of the taking and of the amount of the condemnation award with respect to its Unit and Limited Common Elements, if any, appurtenant to such Unit. The Association shall have the exclusive right to appeal the necessity of the taking and the amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Allocated Interests shall be adjusted as follows:

- (a) Each Owner is entitled to the entire award for the taking of all or part of its Unit, the Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit, if any.
- (b) If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Allocated Interests.
- (c) Where an entire Unit is taken, the Allocated Interests and votes on Association matters appertaining to the remaining Units shall be allocated post-condemnation pro rata among the surviving Units in accordance with their pre-condemnation Allocated Interests. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Allocated Interests or votes are affected, the Association shall record an amendment to the Declaration, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the

General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration of General Common Elements in excess of the condemnation award shall be a Common Expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners having seventy-five percent (75%) or more of the Allocated Interests. Upon partition, the net proceeds of sale of the General Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Allocated Interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction, including any necessary reconstruction of Units by the Owners thereof, shall take place with costs of restoration of the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Allocated Interests.

8.7. Status of Damaged Units. A damaged Unit shall not cease to be a Unit for purposes of this Declaration.

ARTICLE 9. INSURANCE

9.1. Association Insurance. The Association shall obtain and maintain commercial general liability insurance for occurrences on the General Common Elements, special causes of loss property damage insurance coverage on the Common Elements and such other policies or coverage as the Board deems necessary or advisable.

9.2. Coverage of Association Insurance. The property damage insurance coverage component of Association Insurance shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a special causes of loss form of coverage endorsement. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than One Million Dollars (\$1,000,000.00) per occurrence.

9.3. Proceeds. Association Insurance proceeds for property damage loss shall be for the benefit of the Association, Owners of Units or Limited Common Elements damaged and their Mortgagees as their interests appear and shall be used to finance reconstruction of damaged Common Elements except as otherwise provided in Article 8. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4. Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a Common Expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of any Unit (outside the uses identified herein) shall be allocated solely to such Unit's Owner. The Board

shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

9.5. Waiver of Subrogation. The Association and each Owner acting for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6. Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

9.7. Exclusions From Coverage. Association Insurance coverage will exclude (1) coverage on the Units themselves and any personal property located within or pertaining to the exclusive use of a Unit; and (2) liability coverage for any Owner, its guests, invitees, employees or any other Occupants of such Unit and Limited Common Elements, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. AMENDMENT OF DECLARATION

10.1. Amendment. Except as otherwise provided by the Act, or in this Declaration, this Declaration may be amended by the agreement of Owners having at least seventy-five percent (75%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. Any Owner whose Unit is subject to a Mortgage shall first obtain such Mortgagee's written consent to the Owner's vote in favor of any amendment on a form satisfactory to the Board of Directors. 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 in the office of the Register's Office and such amendment shall be effective at the time it is recorded. A

copy of the amendment shall be mailed or personally delivered to each Owner's address as stated on the Membership Roster. So long as the Declarant owns one (1) or more Units, this Declaration shall not be amended in any manner which would prevent or unreasonably interfere with the sale, lease or other disposition of Units owned by Declarant.

10.2. Special Amendments. Declarant, for as long as the Declarant shall have any ownership interest in the Property or Condominium, or, when the Declarant no longer has an interest in the Property or Condominium, the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (i) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit; (iii) to conform this Declaration with the requirements of the Act; (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto; or, (v) to assign the Declarant's ownership interest in the Property to another entity of its choosing, or to assign Declarant's interest as Declarant to any Mortgagee of the Property. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and the Board of Directors, as the case may be, to make or consent to a Special Amendment on behalf of each Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power reserved to Declarant and the Board of Directors to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section 10.2 shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or three (3) years from the date this Declaration is recorded, whichever first occurs.

ARTICLE 11. RIGHTS OF MORTGAGE HOLDERS

11.1. Notice. Any holder, insurer or guarantor of a Mortgage encumbering a Unit that makes written request on the Association for the following, which request shall identify the name and address of such holder, insurer or guarantor and the Unit number or address, any such holder, insurer or guarantor, will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;
- (b) Any delinquency for thirty (30) days or more in the payment of assessments owed by the Owner of the Unit on which it holds a Mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

- (c) A lapse, cancellation or material modification of any Association Insurance policy or any fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of Mortgagees as specified in this Article 11.

11.2. Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget for Common Expenses).

11.3. Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty one percent (51%) of the Mortgagees.

11.4. Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 12. RIGHTS OF DECLARANT, EASEMENTS ENCROACHMENTS

12.1. Reserved Rights. Notwithstanding anything in this Declaration to the contrary, until the sale by Declarant of all Units in the Condominium, Declarant may, but shall not be obligated to:

- (a) Manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to Section 4.4.
- (b) Use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices, and models and showing the Condominium or engaging a sales and marketing agent for such purposes, or maintaining signs.
- (c) Lease Units owned by Declarant on such terms as Declarant desires.
- (d) Determine the design for Improvements, and make alterations and changes to the design or exterior materials of any Unit or part thereof without Board approval.

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER

13.1. General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Condominium Documents or the Act or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

13.2. Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or to otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, or such longer reasonable period as may be necessary to cure matters which require greater than fifteen (15) days to rectify, so long as the work to cure the violation is commenced within such fifteen (15) day period and diligently pursued to completion, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be specifically assessed against the Unit and its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expenses, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it may, but shall not be obligated to, take any other or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or Occupant of a particular Unit.

ARTICLE 14. SERVICE OF PROCESS

14.1. Agent. Service of process on the Association shall be made on Joseph E. Tierney IV, Esq. of Davis & Kuelthau, s.c., 111 East Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202. Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 15. DISCLAIMER OF LIABILITY OF ASSOCIATION

15.1. Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Article 15 and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article 15.

15.2. Personal Property. Each Owner shall be responsible for personal property located in the Limited Common Elements. Notwithstanding anything to the contrary contained in this

Declaration, neither the Board of Directors, the Association, any Owner nor the Declarant shall be: (i) considered a bailee of any personal property of an Owner stored in the Common Elements (including without limitation, property located in any vehicles parked on the Property); or (ii) responsible for the security of such personal property or for any loss or damage thereto.

ARTICLE 16. CONSTRUCTION AND EFFECT

16.1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The term "person" includes all legal entities.

16.2. Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

16.3. Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

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

16.5. Remedies. All remedies herein are cumulative.

16.6. Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

16.7. Assignment of Declarant's Rights. All of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office, (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's rights under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granted in Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a), (b) or (c). From and after each assignment, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's rights shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the

obligations of a Declarant arising before the date on which such successor Declarant may act as above.

16.8. List of Exhibits. The following exhibits, which are referenced in this Declaration, are incorporated herein by reference:

- Exhibit A: Legal Description of Property
- Exhibit B: Condominium Plat with Floor Plans
- Exhibit C: Allocated Interest in Unit

16.9. Claims; Dispute Resolution.

- (a) **Definition of a Claim.** A "Claim" is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of terms, payment of money or other relief with respect to the terms of the Condominium Documents. The term "Claim" also includes other disputes and matters in question between any Owner and Declarant, between Declarant and the Association, between the Association and any Owner or between any Owner and another Owner arising out of or relating to the Condominium or the Condominium Documents. For purposes of this Section, the term "Declarant" shall include Declarant and Declarant's officers, directors, agents or employees. Notwithstanding the foregoing or anything to the contrary herein, this Section shall not be construed to affect, alter, or in any way limit or apply to the formulation, levying, payment, collection, or enforcement of Assessments or liens therefor, as set forth in the Bylaws, or any other payment or fee required, and all provisions of the Condominium Documents other than this Section shall control in such matters.
- (b) **Procedure for Making Claims and Burden of Proof.** Claims must be made by written notice to the other interested party or parties hereto. The responsibility to substantiate the Claim shall rest with the party making the Claim.
- (c) **Time Limits on Claims.** Claims by any party must be made within forty-five (45) days after occurrence of the event giving rise to such Claim or within forty-five (45) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim once such Claim is recognized, and shall cooperate with the party against whom the Claim is made in any effort to mitigate the alleged or potential damages or other adverse consequences arising out of the condition which is the cause of such a Claim. Any additional Claim related to the initial Claim which is made after the initial Claim has been implemented will not be considered. Claims may also be reserved in writing within the time limits set forth in this Section. Any notice of Claim or reservation of Claim must clearly

identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

- (d) **Continuing Performance.** Pending final resolution of a Claim, no party shall be excused from the performance of any obligation under the Condominium Documents.
- (e) **Repurchase Right.** Prior to submitting a claim under 16.9(f) or (g), the parties must comply with any Right of Repurchase Owner agreed to when Owner acquired the Unit. If no such Right exists or has otherwise expired, then the parties may commence action under (g) and (f) hereunder.
- (f) **Negotiation; Mediation.**
 - (1) **Negotiation.** Prior to submitting any Claim to mediation or arbitration, the parties hereto shall diligently attempt, in good faith, to settle any Claim by negotiation between all of the parties to such Claim. If the parties are unable to reach a negotiated settlement with respect to such Claim within sixty (60) days after the commencement of negotiations, the parties may continue to diligently negotiate in good faith with respect to such Claim, or, at the option of any party to the Claim, the Claim may be submitted to mediation by written demand for mediation delivered to the other parties to such Claim. Such mediation shall be held pursuant to Section 16.9(f)(2).
 - (2) **Mediation.** If the parties to a Claim are unable to reach a negotiated settlement with respect to any Claim pursuant to Section 16.9(f)(1), the Claim shall be submitted to mediation upon the delivery of a written demand therefore from one (1) party to the Claim to all the other parties to the Claim. Any mediation shall be conducted by a proprietary mediation service reasonably acceptable to the parties to the Claim. In the event the parties to the Claim are unable, within sixty (60) days after a written demand for mediation, to agree on a mutually acceptable mediation service, any party to the Claim may demand arbitration pursuant to Section 16.9(g) hereof. Upon selection of the mediation service by the parties to the Claim, the parties shall diligently attempt, in good faith, to settle any disputes by mediation. If the parties are unable to reach a mediated settlement with respect to such Claim within sixty (60) days after the commencement of mediation, the parties may continue to diligently mediate in good faith with respect to such Claim, or, at the option of any party to the Claim, the Claim may be submitted to arbitration by written demand therefore delivered to the other parties to such Claim. Arbitration shall be held pursuant Section 16.9(g) hereof.

(g) Arbitration.

- (1) All Controversies and Claims Subject to Arbitration.** The sole method of resolving disputes under the Condominium Documents will be by negotiation, mediation and arbitration as provided in this Section 16.9. Any controversy or Claim arising out of or related to any agreement between any Owner, Declarant and the Association, shall be settled by negotiation, mediation and arbitration in accordance with this Section 16.9.
- (2) Commencement of Arbitration.** Any party to a Claim that remains unresolved after negotiation and mediation pursuant to Section 16.9(f) may commence arbitration by written demand therefore delivered to the other parties to such Claim. No Claim may be heard in arbitration if a Notice of Claim was not timely filed pursuant to Section 16.9(c), or if the Claim would otherwise be barred by an applicable statute of limitations.
- (3) Arbitration Procedures.** Except as otherwise expressly provided herein, arbitration shall be held in accordance with the applicable Arbitration Rules of the American Arbitration Association in effect from time to time.
- (4) Number and Selection of Arbitrators.** Arbitration panels shall consist of the following numbers of arbitrators, as the case may be:
 - (A)** in the event the Claim or Claims subject to arbitration are less than or equal to an aggregate of Two Hundred Thousand Dollars (\$200,000.00), the arbitrator shall consist of one (1) person reasonably acceptable to all parties to the Claim or Claims; or
 - (B)** in the event the Claim or Claims subject to arbitration are more than Two Hundred Thousand Dollars (\$200,000) in the aggregate, the arbitration panel shall consist of three (3) persons reasonably acceptable to all of the parties to the Claim or Claims.

In the event the parties to a Claim or Claims cannot, after thirty (30) days, agree upon on the arbitrator or arbitrators, the selection of the arbitrator or arbitrators shall be submitted to the American Arbitration Association, who shall be instructed to appoint the arbitrator or arbitrators from the American Arbitration Association's Large Complex Panel.

- (5) No Authority to Award Punitive Damages.** The arbitrator or arbitrators shall have no authority to award punitive damages nor make any ruling, finding or award that does not conform to the

terms and conditions of the Condominium Documents, the Act, and applicable law.

- (6) **Award of Attorneys' Fees and Costs.** The arbitrator or arbitrators are authorized to, but shall not be obligated to, award all or a part of the costs and fees, incurred by a party, including arbitration fees, administrative expenses, witness fees and reasonable attorneys' fees as the arbitrator or arbitrators shall deem to be just and equitable.
- (7) **Non-Disclosure.** Neither a party to a Claim nor the arbitrator or arbitrators may publicly disclose the results of any arbitration hereunder, without the prior written consent of all of the parties, except as required by law or as may be required to conform to the Condominium Documents.
- (8) **Site and Timing of Hearings.** Unless otherwise agreed to in writing by all of the parties to a Claim, all hearings will be held at the Declarant's office, if the Declarant is a party to the Claim, and if the Declarant is not a party to a Claim then at a mutually agreeable place.
- (9) **Pre-Hearing Procedures.** The arbitrator or arbitrators shall order a pre-hearing exchange of information by the parties, which may include production of requested documents reasonably required by the parties, exchange of summaries of testimony of proposed witnesses, the deposition of any experts and limited depositions of the parties. All issues regarding conformation with discovery requests shall be decided by the arbitrator or arbitrators. The arbitrator or arbitrators shall require a pre-hearing meeting between the parties at which each party shall present a memorandum disclosing the factual basis of its Claim and defenses and disclosing all legal issues to be raised. It shall also disclose the names of any expert a party may present as a witness in the proceedings. Failure to disclose such experts shall bar their testimony at the arbitration. Any reports, calculations and other data used by an expert in reaching his opinion and who is called as a witness shall be provided at least ten (10) days prior to such expert's scheduled deposition. If such reports, calculations and other data are not so presented, such reports, calculations and other data shall be precluded from being used at any arbitration.
- (10) **Compensation of the Arbitrators.** Payment for services of the arbitrator or arbitrators will be at the rates agreed to between the arbitrator or arbitrators and the parties to the Claim, and may include study time, panel conferences and actual hearing time. Direct expenses incurred by the arbitrator or arbitrators will be

reimbursed at the actual cost incurred. Billing for such expenses shall be submitted within thirty (30) days of the conclusion of arbitration and shall include an itemized listing supported by copies of the original bills, invoices and other relevant supporting data. Unless otherwise awarded by the arbitrator or arbitrators pursuant to Section 16.9(g) hereof, each party to or included in any Claim submitted to arbitration shall bear an equal share of the costs incurred by the arbitrator or arbitrators with respect to the subject Claim.

- (11) Legal Relations. The parties hereto agree that the arbitrator or arbitrators, in the performance of their duties, are acting in the capacity of an independent contractor and are not employees or agents of any party hereto.
- (12) Joinder or Consolidation. Any arbitration hearing shall include by way of joinder or consolidation, any Owner, contractor, developer, architect, subcontractors or separate contractors, and any other persons substantially or materially involved in a common question of fact or law if the presence of any such person is required in order that complete relief may be accorded in arbitration. The agreement to arbitrate and this agreement of joinder shall be specifically enforceable under Wisconsin State law and venue therefore shall be in any court having jurisdiction thereover and sitting in Milwaukee County, Wisconsin.
- (13) Finality of Award. The Award rendered by the arbitrator or arbitrators shall be final and binding upon the parties.
- (14) Written Opinion. The award of the arbitrator or arbitrators shall be accompanied by a written, reasoned opinion and shall be rendered no later than thirty (30) days from the date the subject arbitration is formally closed.

Executed this 15 day of August, 2008.

DECLARANT:
DJS PARTNERS, LLC

By: [Signature]
As Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Personally before me, this 15 day of August, 2008, came John Didier as Manager of DJS Partners, LLC, to me known to be the person who executed the foregoing document in such capacity and acknowledged that he executed the same for the purposes therein contained.

[Signature]
Name: Andrew J. Tully
Notary Public, State of Wisconsin
My commission: 11-29-2009

This document was drafted by
and should be returned to:

Joseph E. Tierney IV, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202
Telephone: 414.276.0200



MORTGAGEE CONSENT

Fox River State Bank ("Lender") is the holder of the first mortgage on the Property and hereby consents to the terms of this Declaration of Condominium of The Meadows at Pine Brook Condominium.

Dated this 15 day of August, 2008.

LENDER: Fox River State Bank

By: James Scalzo
James Scalzo

STATE OF WISCONSIN)
)ss
COUNTY OF Racine)

Personally came before me this 15 day of August, 2008, the above-named James Scalzo as SR. Vice Pres. of Fox River State Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Andrew J. Tully
Name: Andrew J. Tully
Notary Public, State of Wisconsin
My commission: 11-29-2009

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Outlot 1 in Certified Survey Map No. 2916 recorded in Volume 9 of Certified Survey Maps on page 397 as Document No. 2182793, a division of Outlot 3 in Spring Brook Landing, being a subdivision located in part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 2 North, Range 19 East. Said land being in the City of Burlington, County of Racine and State of Wisconsin.

Lots 1 and 2 in Certified Survey Map No. 2914 recorded in Volume 9 of Certified Survey Maps on page 389 as Document No. 2182791, a redivision of lots 17-35 and Outlot 2 in Spring Brook Landing, being a subdivision located in part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 2 North, Range 19 East. Said land being in the City of Burlington, County of Racine and State of Wisconsin.

Parcel Identification Numbers:

51-206-02-19-04-100-601

51-206-02-19-04-100-610

51-206-02-19-04-100-620

EXHIBIT B

CONDOMINIUM PLAT WITH FLOOR PLANS

EXHIBIT C

ALLOCATED INTEREST IN UNIT

UNIT NUMBER	ALLOCATED INTEREST
1	3.846%
2	3.846%
3	3.846%
4	3.846%
5	3.846%
6	3.846%
7	3.846%
8	3.846%
9	3.846%
10	3.846%
11	3.846%
12	3.846%
13	3.846%
14	3.846%
15	3.846%
16	3.846%
17	3.846%
18	3.846%
19	3.846%
20	3.846%
21	3.846%
22	3.846%
23	3.846%
24	3.846%
25	3.846%
26	3.846%

C

Bylaws

***BYLAWS
OF
THE MEADOWS AT PINE BROOK
CONDOMINIUM ASSOCIATION, INC.***

BYLAWS

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**BYLAWS
OF
THE MEADOWS AT PINE BROOK CONDOMINIUM ASSOCIATION, INC.**

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1. Name. The name of the association is The Meadows at Pine Brook Condominium Association, Inc. ("Association").

1.2. Application. These Bylaws are adopted pursuant to the Declaration of Condominium of The Meadows at Pine Brook Condominium ("Declaration"). This Association is organized pursuant to the Act to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these Bylaws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration.

1.3. Members. The Owners are the "Members" of the Association.

1.4. Initial Organization. Declarant shall designate the initial Board, consisting of three (3) persons, none of whom may be Owners. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until the events specified in Section 4.3 of the Declaration.

1.5. Principal Office. The initial principal office of the Association shall be located at 7638 Geralayne Circle, Wauwatosa, Wisconsin 53213. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

1.6. Purposes. The purposes for which this Association is organized and shall be operated are as follows:

(a) to serve as an association of Owners in The Meadows at Pine Brook Condominium, a Condominium under the Wisconsin Condominium Ownership Act;

(b) to serve as a means through which the Owners may collectively and efficiently administer, manage, operate and control the Condominium in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) to engage in any lawful activity included in and permitted under the Wisconsin Condominium Ownership Act, the Declaration and the purposes for which a nonstock, nonprofit corporation may be organized.

ARTICLE 2. VOTING

2.1. Voting.

(a) There shall be one class of voting membership. All Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. Every Owner, upon acquiring title to a Unit under the terms of the Declaration, or upon entering into a land contract for the purchase of a Unit, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

2.2. Majority of Owners. A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

2.3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of Owners shall constitute a quorum.

2.4. Proxies. Any Unit vote may be cast pursuant to a proxy executed by the Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

2.5. Owner Prohibited from Voting. No Owner may vote at any meeting if his monthly assessment fee is thirty (30) days past due and the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

ARTICLE 3. MEETINGS

3.1. Roster of Owners. Each Owner shall furnish the Secretary of the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2. Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3. Annual Meeting. The first annual meeting of the Owners shall be held at the earlier of (i) twelve (12) months following the date of recordation of the Declaration, or (2) on or before the date of conveyance of Units by the Declarant to which seventy-five percent (75%) or more of the Allocated Interests (as defined in the Declaration) in the Condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. Meetings of the Association shall be held at the office of the Condominium or at such other suitable place convenient to Owners as from time to time may be designated by the Board of Directors.

3.4. Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners of more than fifty percent (50%) of the Allocated Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Allocated Interests represented, either in person or by proxy.

3.5. Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

3.6. Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7. Parliamentary Procedure. Except where inconsistent with these Bylaws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

3.8. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

3.9. Action Without Meeting. Any action by Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Owners (and Mortgagees, if required,) shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the meetings of the Association.

ARTICLE 4. BOARD OF DIRECTORS

4.1. The affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

(a) The Declarant shall designate three (3) persons to the initial Board of Directors. None of the Directors designated by Declarant need to be an Owner and each shall serve until control of the Association passes to the Owners as provided in this Section. The Board of Directors shall be expanded to a maximum of five (5) members, in the manner and at the times set forth below in (a) through (d). Each Member of the Board of Directors elected other than the three (3) Directors designated by Declarant must be an Owner;

(b) Prior to the conveyance of twenty-five percent (25%) of the Allocated Interest in the Condominium to Owners besides the Declarant, the Owners, other than the Declarant, shall elect one (1) Director; thereafter, the Board of Directors shall be composed of four (4) persons; or

(c) At the first annual meeting, or prior to such time as the Units sold equal at least twenty-six percent (26%) but no more than fifty percent (50%) of the Allocated Interest in the Condominium, then the Owners other than the Declarant shall elect one (1) additional Director. The Board of Directors shall be composed of five (5) persons consisting of three (3) Declarant-elected Directors, and two (2) Member-elected Directors.

(d) A special meeting shall be held on or before forty-five (45) days after the earlier to occur of: (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Allocated Interest of the Condominium appertain; or (ii) the date of expiration of three (3) years from the date the Declaration is recorded, at which special meeting all remaining Members of the Board of Directors appointed by the Declarant shall resign and one (1) new Member of the Board of Directors shall be elected by all Owners, including the Declarant, to the extent the Declarant then owns any Units. These Members of the Board of

Directors shall serve until their successors shall have been elected at the next succeeding annual meeting.

(e) For purposes of this Article, the calculation of the percentage of Units sold shall be based on the percentage of Allocated Interest appertaining to each Unit which has been conveyed.

4.2. Election and Term of Office. Each Director shall hold office for a term of two (2) years, and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected.

4.3. Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

(a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).

(b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.

(c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.

(d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.

(e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including the duties listed in this Section.

(f) To adopt an annual budget in which there shall be established the required contribution of each Owner to the Common Expenses.

(g) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Documents.

(h) To ascertain the amount of and pay the Common Expenses.

(i) To open bank accounts on behalf of the Association and designate the signatories required therefor.

(j) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.

(k) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Documents with respect to the Units and the Common Elements and to obtain insurance in accordance with these Bylaws and to settle any claim under any such policies of insurance.

(l) To repair or restore the Property as required by the Act and/or the Declaration.

(m) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(n) To keep adequate books and records as required by the Act and the Condominium Documents.

(o) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars (\$5,000) without the prior consent of at least sixty-seven percent (67%) of the votes of Owners obtained at a meeting duly called and held for such purpose.

(p) Purchasing on behalf of all Owners any Unit whose Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial sale. Such authority shall include the power to subsequently sell or otherwise convey such property, provided, however, that the Board of Directors may not take any such action set forth within this subsection, either buying or selling, without the prior consent of a least sixty-seven percent (67%) of the votes of all Owners in the Association obtained at a meeting duly called and held for such purpose.

(q) Performing such other functions as are required by law.

4.4. Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5. Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6. Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by Owners holding more than seventy-six percent (76%) of the votes and a successor elected by the Owners

to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. The Declarant may, by written notice to the Board of Directors, remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. If a Director shall be incapacitated to the extent he is unable to perform his duties as a Director or if a Director dies during his term as a Director, then a new Director shall be chosen as provided for in Section 4.6.

4.8. Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by facsimile machine to each Director at his last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. The Board of Directors may conduct its meetings by means of a telephone conference or similar communication if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

4.9. Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or facsimile, at least three (3) days prior to the day named for each meeting.

4.10. Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

4.11. Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12. Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13. Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14. Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

(a) Every person who is or was a Director or Officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these Bylaws due to such person's status as an Owner.

4.16. Committees. The Board of Directors may appoint and dismiss committees made up of Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

ARTICLE 5. OFFICERS

5.1. Designation. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2. Election of Officers. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors or until his successor is duly elected and qualified unless sooner terminated by his death, resignation or removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

5.3. Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5. Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

5.6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association and see that all notices are duly given. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7. Treasurer. If required by the Board of Directors, the Treasurer shall at the expense of the Association obtain a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in

general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.8. Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1. Budget. The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration.

6.2. Assessments.

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

6.3. Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than Five Hundred Dollars (\$500) for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

6.4. Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

6.5. Preparation of Budget. The Declarant shall prepare a budget for the first fiscal year of the Condominium. Each year thereafter, the Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "Operating Fund" and after the sale of the first Unit for a "Reserve Fund." Promptly upon completion of the budget, the Board of Directors shall send to each Owner a copy

of such budget and a statement setting forth the obligation of each Owner pursuant to the provisions of this Article to pay his Allocated Interest of the Common Expenses based upon such budget.

6.6. Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Owners. Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, insurance, common services, administration, materials and supplies.

6.7. Reserve Fund. The Reserve Fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Owners. Such Common Expenses may include, but not be limited to, roof replacement and driveway resurfacing. These funds may be kept in the same bank account as the Operating Funds, but must be accounted for separately in the general ledger maintained by the Association.

6.8. Reserve Operating Fund. From and after the date of sale of the first Unit, the Board of Directors, in an account separate from the Operating Fund and Reserve Fund, shall establish and maintain adequate reserves for the payment of extraordinary expenses. The Reserve Operating Fund shall have a balance of at least two (2) times the monthly Assessments collected from all the Owners. The initial funding of the Reserve Operating Fund shall come from the buyers of individual Units at the time of closing when they will advance an amount equal to two (2) months installments of the regular annual Association Assessment. If at any time the Board of Directors use any portion of the funds in this account, each Owner will be assessed their prorata share of the expenditure. The Declarant is prohibited from using the Reserve Operating Fund to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficits while it is in control of the Association pursuant to Article 4. .

6.9. General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined and that one-twelfth (1/12th) of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Owner to the Association or the Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year. For purposes of this Article, the Declarant shall be responsible for the payment of the Assessment as outlined in Section 5.1 of the Declaration.

6.10. Special Assessments. The Board of Directors, upon the affirmative vote of sixty-six percent (66%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the Operating Fund, Reserve Fund, or Operating Reserve Fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Documents upon the affirmative vote of sixty-six percent (66%) of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit or for any other matter stated in the Condominium Documents incurred by the Association, then the Owner shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board of Directors shall

give notice to each Owner of the amount assessed to each Unit, the date when payment of the amount is due and the reason for the Special Assessment.

6.11. Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within fifteen (15) days after the date such payment is due, a late payment penalty equal to Ten Dollars (\$10.00) shall be assessed against the Unit; and if any payment for any Assessment is not received by the Association within thirty (30) days after the date such payment is due, a late payment penalty equal to Twenty-Five Dollars (\$25.00) shall be assessed against the Unit for each thirty (30) day period the payment is late. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.16 of the Act. The Association or the Board of Directors, acting on behalf of all Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Owner from voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

ARTICLE 7. OBLIGATIONS OF VARIOUS PERSONS

7.1. Owner Responsibility. Each Owner, at the Owner's own cost, shall:

(a) perform routine maintenance, repair and replacement of all components or installations of the Unit.

(b) pay for the repair and replacement of any portion of the Common Elements and all other Units and property damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit.

(c) be responsible for the reasonable security and safety of such Unit and shall be liable to damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security.

(d) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

7.2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Section 7.1.

ARTICLE 8. AMENDMENTS

8.1. Amendments. These Bylaws may be amended by the Owners of Units representing at least seventy-six percent (76%) of the total Allocated Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1. Notice to Association. Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage(s) and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2. Notice of Unpaid Assessments. Upon fifteen (15) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within fifteen (15) days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3. Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1. Conflicts. If any provision of these Bylaws conflicts with the Declaration, the Declaration will control.

ARTICLE 11. RULES AND REGULATIONS

11.1. Rules and Regulations. In addition to the Rules and Regulations initially promulgated by the Declarant, the Board of Directors may enact Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Documents. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

11.2. Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than Twenty-five

Dollars (\$25.00) per day per violation, nor more than One Hundred Dollars (\$100.00) per day per violation.

ARTICLE 12. INSURANCE

12.1. Directors, and Officers, Liability. The Board may obtain and maintain, in a reasonable amount, Directors' and Officers' Liability Insurance coverage to protect against wrongful and dishonest acts on the part of the officers, Directors, employees and other agents of the Association, including the Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

12.2. Condominium Insurance. The Association, for the benefit of all Owners, shall insure the entirety of each Unit (consisting of the exterior shell of the Building, Parking Area, the party walls separating the Units, and the interior of the Building including, but not limited to, the walls, ceilings, windows, floors and floor coverings, heating and central air conditioning systems, plumbing fixtures, water heaters and any improvements and betterments), the appurtenant fixtures of each Unit and the Common Elements, against loss or damage by fire and such other hazards as the Association or the Board of Directors may deem advisable or as may be required by law, for the full insurable replacement cost thereof, without prejudice to the right of any Owner to also insure any Unit and related property for the benefit of the Owner.

ARTICLE 13. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

13.1. General Requirements.

(a) When Repair and Reconstruction are Required. Except as provided in paragraph (b) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Owners in the Units). Notwithstanding the foregoing, each Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

By acceptance of the deed to a Unit, each Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to these Bylaws and shall constitute the determination by the Association and the Owners to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Owners, then the vote of one (1) Owner shall be sufficient to determine to repair or reconstruct.

(b) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days after the date of such destruction, Owners owning Units to which at least eighty percent (80%) of the votes in the Association appertain and eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by eligible holders agree to waive and terminate the Condominium regime, the

Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one (1) fund, and distributed by the Board or the Insurance company, as the case may be, among all the Owners in proportion to their respective Allocated Interest after first paying out of the share of each Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Owner's Condominium Unit, in the order of the priority of such liens. In the event of a partition pursuant to the Condominium Declaration, all Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees' written consent to the Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Owner, and his or her heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his or her Unit.

13.2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(b) Casualty Assessments. If the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, the funds for the payment thereof are insufficient, special casualty assessment in sufficient amounts to provide payment of such costs shall be deemed to be a general obligation of all Owners; accordingly, the Board shall levy such special casualty assessments against all Owners in proportion to the respective Allocated Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(c) Determination Amount of Special Casualty Assessment; Use of Reserve Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve Fund at its then current level, the Board may utilize such Reserve Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(d) Plans and specifications. Except upon the approval of the Association, any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

13.3. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board from collections or special casualty assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following

manner: if the estimated cost of reconstruction and repair is Two Hundred Thousand Dollars (\$200,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board; if the estimated cost of reconstruction and repair is more than Two Hundred Thousand Dollars (\$200,000.00), then the construction fund shall be disbursed in payment of such costs by the Insurance company upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Insurance company to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Owners who paid special casualty assessments levied pursuant to Section 13.2(b) in proportion to their payments.

(c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.

(d) Certificate. The Insurance company shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance company promptly after request.

(e) Common Elements: When Reconstruction is Not Required. If the Board elects not to repair insubstantial damage to the Common Elements, the Board shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed among all Owners in proportion to their respective Allocated Interests.

ARTICLE 14. COMPLIANCE

14.1. Owners. All Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Documents, as any of the same may be amended from time to time. A default by an Owner shall entitle the Association or an aggrieved Owner to the relief as provided in this Article 14. . If the Declarant is still in control of the Association, the Declarant may also treat a default as a "claim against seller." For the purpose of Declarant exercising the Repurchase Option set forth in Exhibit 1 of the Owner's Residential Condominium Offer to Purchase.

14.2. Fines. The Board of Directors may establish and assess fines against Owners for every violation of the Condominium Documents or the Act by the Owner, family members, guests, invitees, employees and/or agents of the Owner. If an Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are Special Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

14.3. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE 15. AMENDMENTS

15.1. Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Owners of Units to which at least seventy-five (75%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Owners.

15.2. Notice. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by facsimile machine. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States Mail, first-class postage prepaid, or otherwise as the Act may require or permit at the following:

- (a) if to the Owner, at the address shown on the Membership Roster; and
- (b) if to the Association or its Managing Agent, at the registered office of the Association.

ARTICLE 16. MISCELLANEOUS

16.1. Invalidity. The invalidity or unenforceability of any portion of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

16.2. Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

16.3. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the officers or Directors of this Association which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended.

16.4. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

16.5. Defined Terms. Terms defined in the Declaration shall have the same meaning herein unless the context clearly indicates to the contrary.

D

Articles of Incorporation

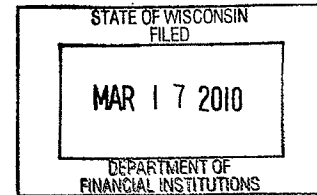
RECEIVED

MAR 16 2010

WISCONSIN
DFI

ARTICLES OF INCORPORATION

OF



THE MEADOWS AT PINE BROOK CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as the incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes ("Law"), hereby adopts these Articles of Incorporation:

1. Name. The name of the corporation shall be The Meadows at Pine Brook Condominium Association, Inc. ("Association").

2. Existence. The Association shall have perpetual existence.

3. Purposes. The Association is organized pursuant to a certain Declaration of Condominium of The Meadows at Pine Brook Condominium ("Declaration"), recorded in the office of the Register of Deeds of Racine County, Wisconsin, to which reference is made for the definition of capitalized terms herein, and shall have the following purposes: (a) to provide for the administration, maintenance, preservation and control of the Property and Common Elements located therein; (b) to engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject, however, to the Declaration.

4. Members. Members shall consist of the owners, as further defined in the Declaration.

5. Principal Office. The location of the initial principal office of the Association shall be 7638 GERALDYNE Circle, Wauwatosa, Wisconsin 53213.

6. Registered Agent. The initial registered agent of the Association shall be John Didier, 7638 GERALDYNE Circle, Wauwatosa, Wisconsin 53213.

7. Incorporator. The name and address of the Incorporator is:

Joseph E. Tierney IV, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202

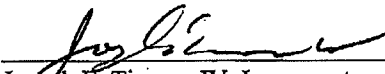
8. Stock and Dividends. The Association shall neither have nor issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its Members, directors or officers. The Association, upon specific resolution by the Members, may pay compensation in reasonable amounts to members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

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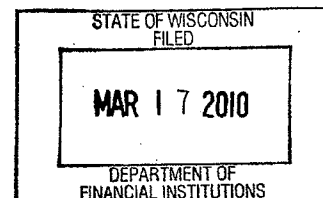
9. Dissolution. The Association may be dissolved only upon the removal of the Condominium property from the Condominium Act. Upon dissolution, other than incident to a merger or consolidation, all of the assets of the Association, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of the Association to be similar to those of this Association and that if no such entity is deemed to exist, then all of such assets, after payment of such liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 16th day of March, 2010.



Joseph E. Tierney IV, Incorporator

This document was drafted by:
Joseph E. Tierney IV, Esq.
Davis & Kuelthau, s.c.
111 East Kilbourn Avenue, Suite 1400
Milwaukee, Wisconsin 53202
Telephone: 414.225.1471



E

Management or Employment Contracts

**THERE ARE NO MANAGEMENT OR
EMPLOYMENT CONTRACTS
AFFECTING THE CONDOMINIUM.**

F

Budget

The attached Budget was prepared before all of the Units in the Condominium were constructed. It is, therefore, only an estimate of what the actual experience of the Association will be and subsequent budgets may reflect higher assessments.

ANNUAL OPERATING BUDGET
THE MEADOWS AT PINE BROOK CONDOMINIUM
Anticipated Common Expenses
Fiscal Year 2010

Landscaping, Lawn and Grounds Care	\$1,400.00
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Snow Plowing and Salting	\$1,000.00
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TOTAL	\$2,400.00
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Aggregate Amount of any Assessments to be levied against Unit Owners

Total per Unit per month	\$92.31
--------------------------	---------

****These are estimates; actual expenses could be higher or lower.**

G

CONDOMINIUM PLAT

THE MEADOWS AT PINE BROOK CONDOMINIUM

LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2914 RECORDED AS DOCUMENT NO. 2182791 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2916 RECORDED AS DOCUMENT NO. 2182793, ALL BEING PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

CONTAINING: 307,757 SQUARE FEET 7.0651 ACRES

CJ
engineering
civil design and consulting
SUITE 250
15000 W. Bluemound Rd.
BROOKFIELD, WI 53005
PH: (262) 841-2648
FAX: (262) 841-2671
www.cj-engineering.com

LINE	LENGTH	BEARING
L1	18.37	S67°18'40" W
L2	83.25	S15°27'54" W
L3	111.89	N63°59'08" E
L4	98.67	S45°00'00" E
L5	60.68	S72°39'07" E
L6	16.74	N45°53'35" W
L7	44.44	S28°27'09" W
L8	83.25	S12°27'34" E

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	163.18	62.00	132°16'27"	118.41	S44°56'24" W
C2	31.02	38.00	48°44'41"	30.19	S02°03'11" W
C3	114.83	270.00	2°51'17"	113.17	S27°25'32" W
C4	197.68	373.00	3°02'42"	195.67	S30°40'15" W
C5	225.37	427.00	3°02'40"	222.77	S30°45'21" W
C6	266.93	815.00	2°35'00"	265.88	N20°35'36" E
C7	31.68	148.00	27°30'45"	30.10	N30°13'48" E
C8	27.24	65.00	42°18'36"	45.21	N27°13'54" E
C9	83.80	178.00	16°10'42"	83.40	S20°08'47" W
C10	181.84	373.00	28°14'24"	181.90	N31°35'22" E
C11	226.65	427.00	3°02'41"	224.09	N32°40'16" E
C12	115.28	716.00	3°14'17"	115.63	N20°05'47" E
C13	52.24	38.00	57°02'78"	52.34	N67°40'45" E

GRAPHIC SCALE



1 inch = 100'

Limited Common Elements: As set forth in Section 2.3 of the Declaration the Limited Common Elements include (a) any mailbox, exterior light, railing, vent or similar appurtenance exclusively serving a Unit whether located within or without the designated boundary lines of a Unit; (b) the private patios exclusively serving a Unit; and (c) driveways.

General Common Elements: Those certain Common Elements available for the nonexclusive use and enjoyment of all owners.

LIMITED COMMON ELEMENT

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

DATE: 2/28/08
CHRISTOPHER A. JACKSON, R.L.S.
REGISTERED LAND SURVEYOR S-2891

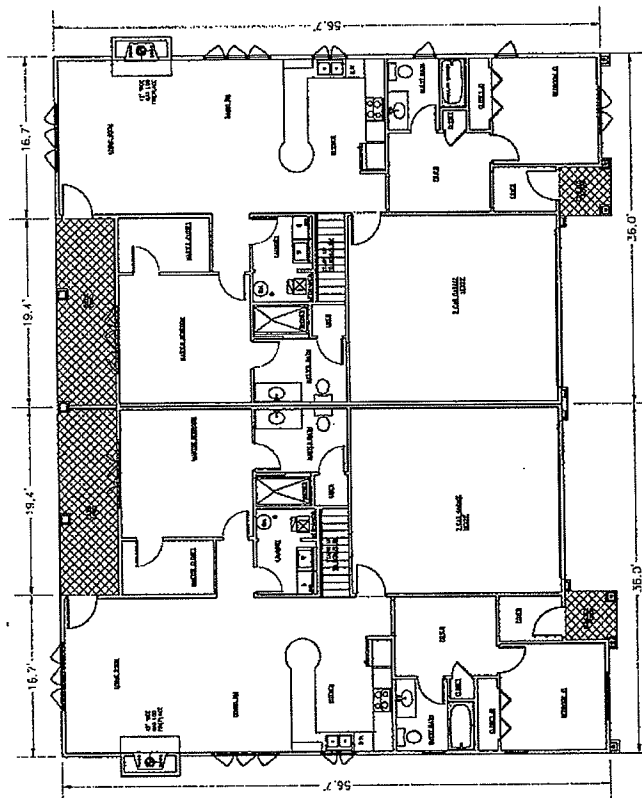
SHEET 1 OF 7

THE MEADOWS AT PINE BROOK CONDOMINIUM

LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2914 RECORDED AS DOCUMENT NO. 8182791 AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2918 RECORDED AS DOCUMENT NO. 8182791, PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

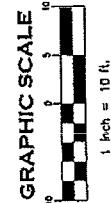
CONTAINING: 307,757 SQUARE FEET 7.0651 ACRES

BUILDING TYPE 1



FIRST FLOOR PLAN - UNIT 'X'
 AREA: 1,399 S.F.
 GARAGE AREA: 489 S.F.

FIRST FLOOR PLAN - UNIT 'Y'
 AREA: 1,399 S.F.
 GARAGE AREA: 489 S.F.



■ = LIMITED COMMON ELEMENT

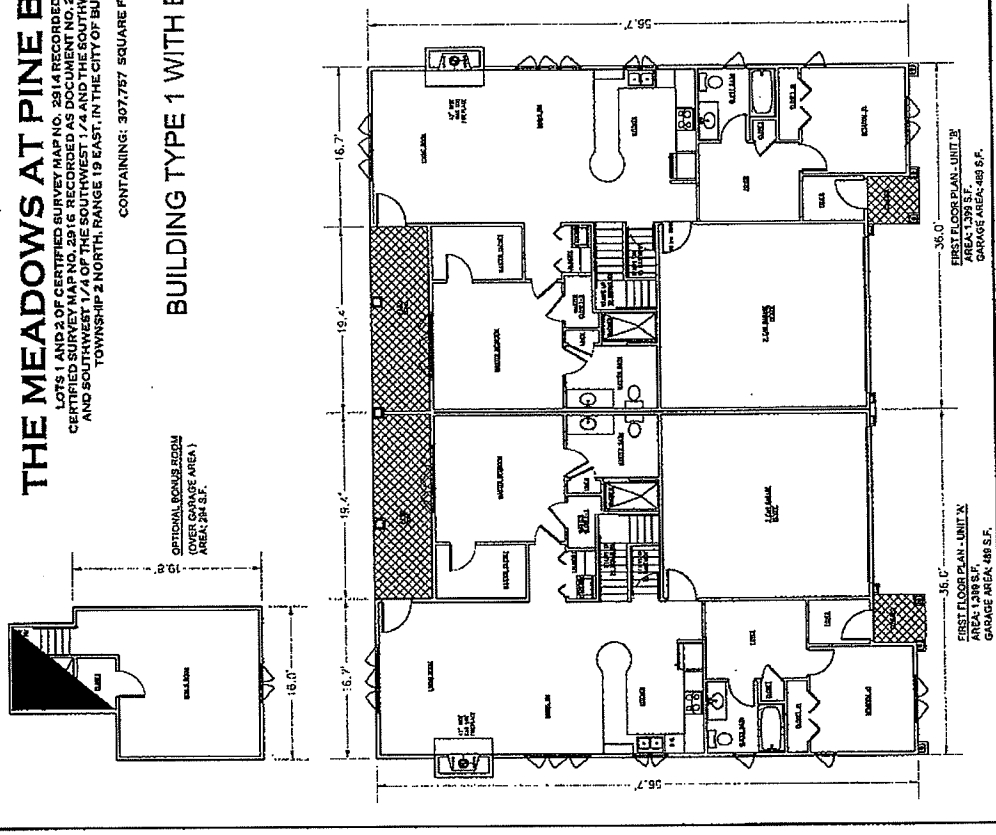
CJ
engineering
 civil design and consulting
 13005 W. Bluemound Rd.
 Suite 200 WI 53005
 PH: (262) 841-2848
 FAX: (262) 841-2871
 www.cj-engineering.com

THE MEADOWS AT PINE BROOK CONDOMINIUM

LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2182791 AND OUTLOT 1 OF
 CERTIFIED SURVEY MAP NO. 2916 RECORDED AS DOCUMENT NO. 1933
 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4,
 TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

CONTAINING: 307,757 SQUARE FEET 7.0551 ACRES

BUILDING TYPE 1 WITH BASEMENT OPTION



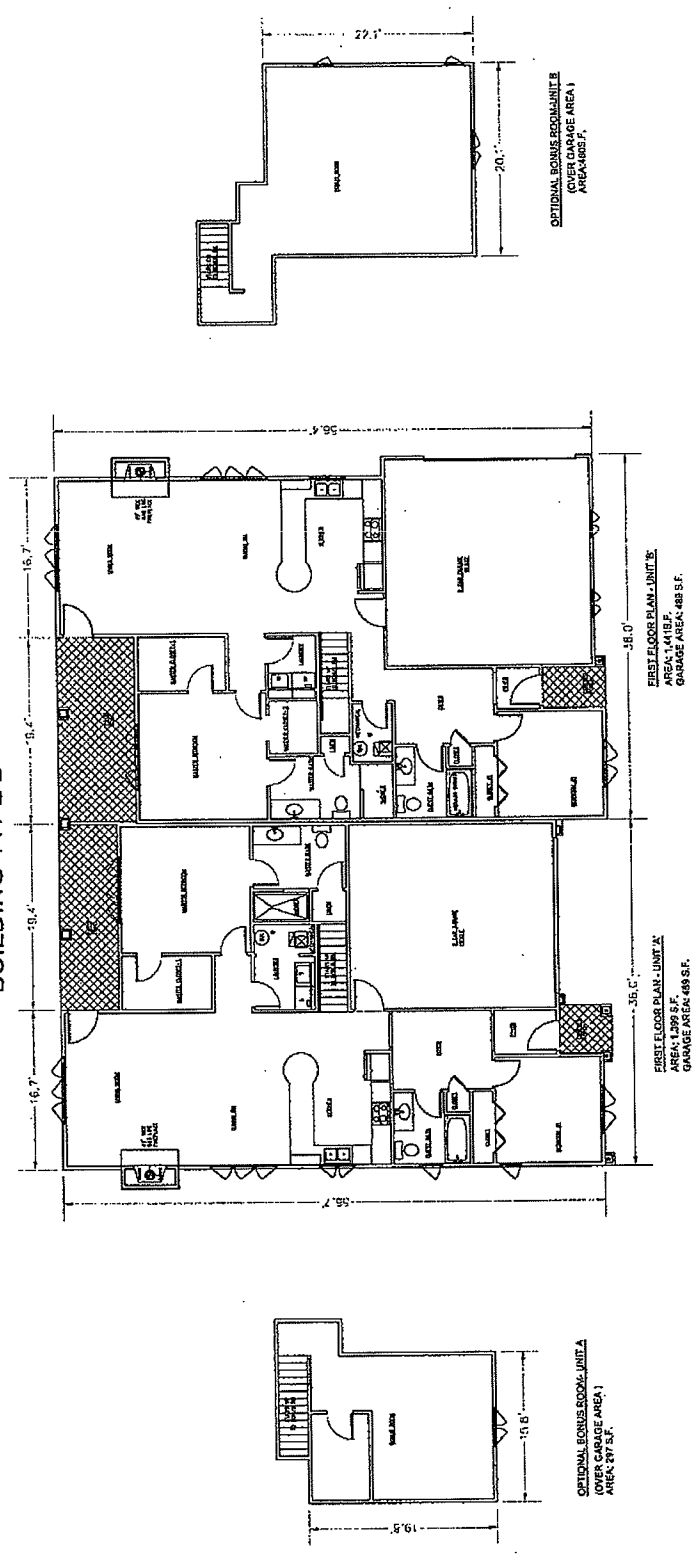
CJ
engineering
 civil design and consulting
 13005 W. Bluemound Rd.
 Suite 200
 Wauwatosa, WI 53005
 P.H. (262) 841-2846
 FAX (262) 841-2871
 www.cj-engineering.com

THE MEADOWS AT PINE BROOK CONDOMINIUM

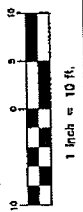
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 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4,
 TOWNSHIP 2 NORTH, RANGE 19 EAST, IN THE CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

CONTAINING: 907,757 SQUARE FEET 7.0631 ACRES

BUILDING TYPE 2



GRAPHIC SCALE



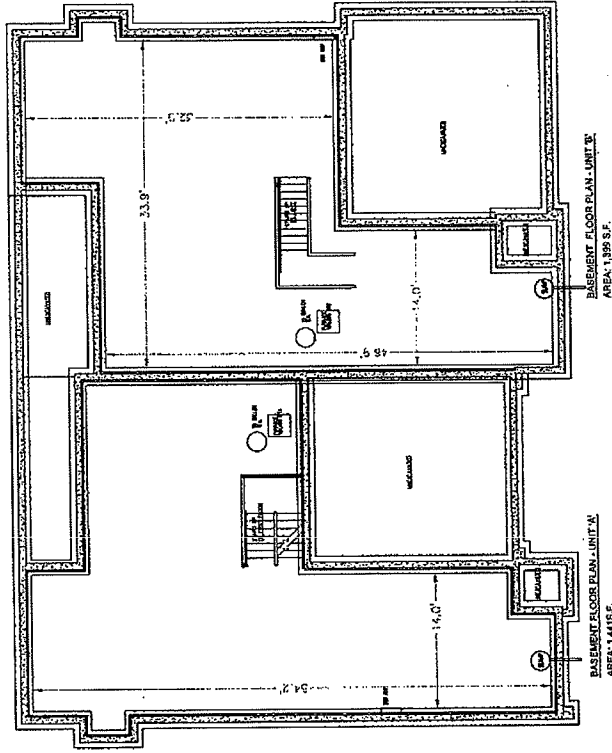
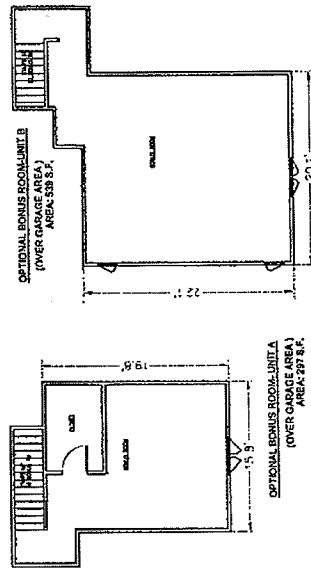
LIMITED COMMON ELEMENT

THE MEADOWS AT PINE BROOK CONDOMINIUM

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CONTAINING: 307,787 SQUARE FEET 7.05E1 ACRES

BUILDING TYPE 2 WITH BASEMENT OPTION



GRAPHIC SCALE



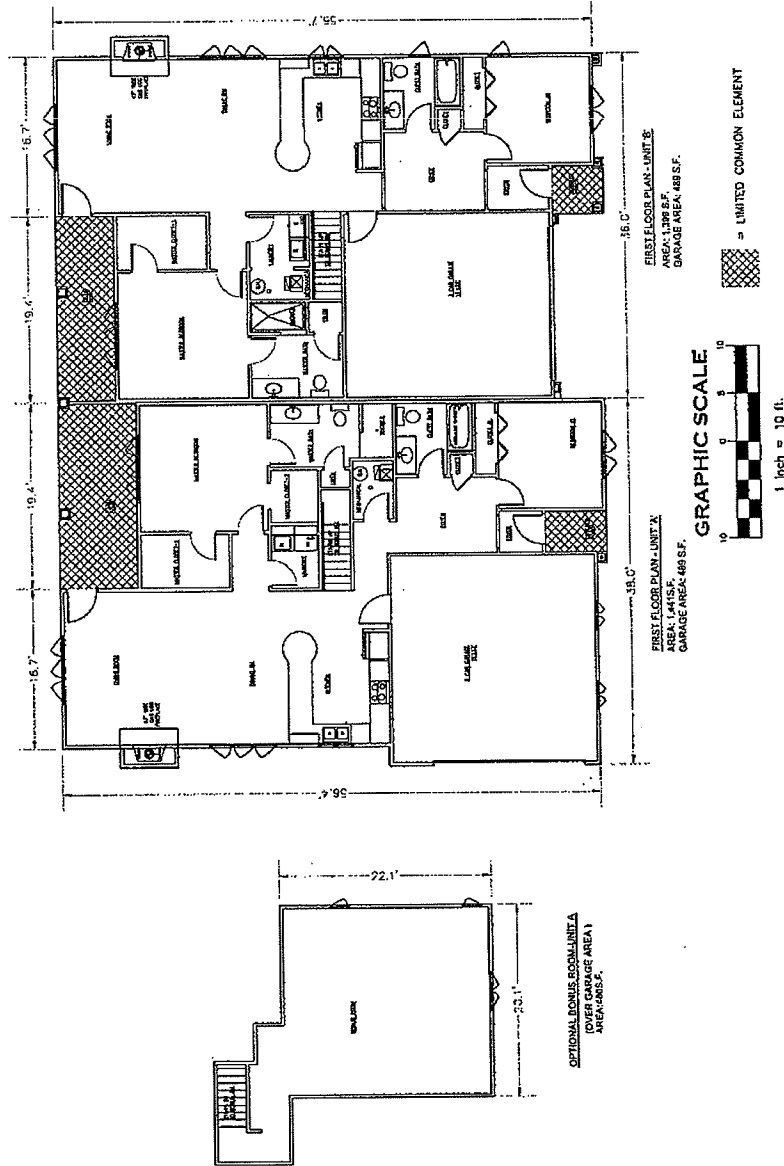
■ LIMITED COMMON ELEMENT

THE MEADOWS AT PINE BROOK CONDOMINIUM

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CONTAINING: 307,757 SQUARE FEET 7,0851 ACRES

BUILDING TYPE 3

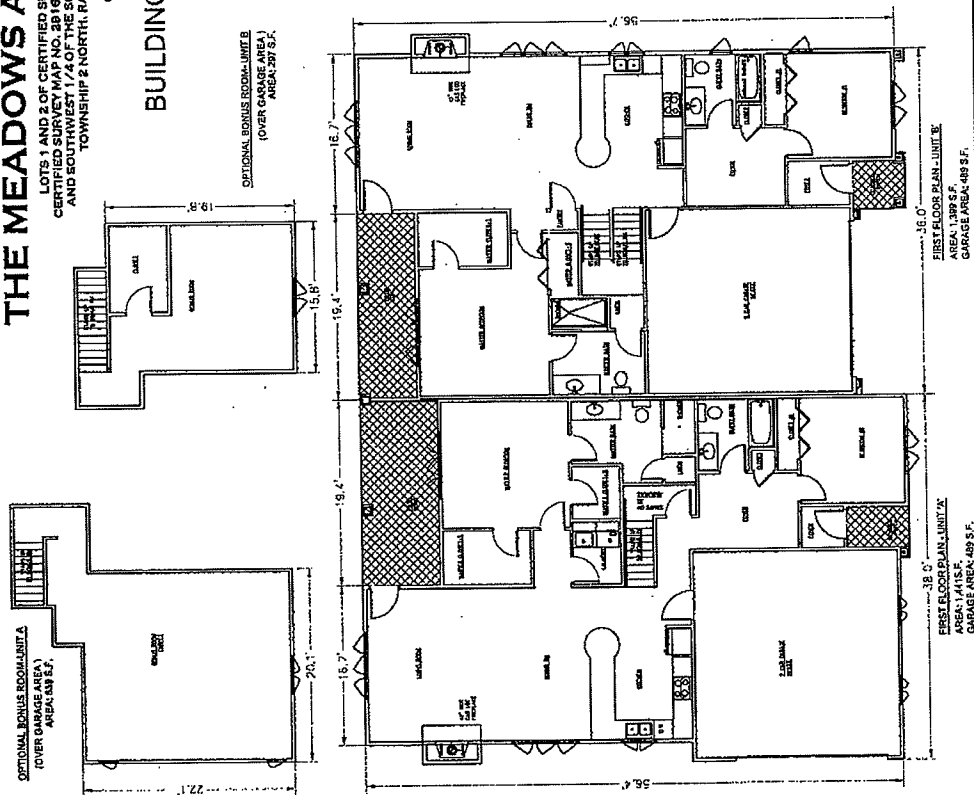


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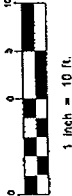
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CONTAINING: 307.767 SQUARE FEET 7.0651 ACRES

BUILDING TYPE 3 WITH BASEMENT OPTION



GRAPHIC SCALE



24 LIMITED COMMON ELEMENT

2 of 2