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REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
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DECLARATION OF CONDOMINIUM
OF
WILDERNESS LANE CONDOMINIUM

REEL **2033** PAGE **0206**
IMAGE

[Signature]
REGISTER OF DEEDS

Declarant, being the sole owner of the property hereinafter described, for the purpose of submitting the land and improvements described below to condominium ownership, hereby submits the same to the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes, and declares said property and all improvements now or subsequently placed thereon and appurtenant thereto subject to said Condominium Ownership Act as a small residential condominium subject to Section 703.365(1), (2)(a), (b), (c), and (e), (3)(a), (b), (c) and (d), (4), (5), (6), (7) and (8).

ARTICLE I

NAME OF CONDOMINIUM

The name of the condominium is Wilderness Lane Condominium.

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ARTICLE II

ADDRESS OF CONDOMINIUM

The address of the condominium is 21-23 Lapham Peak Road, City of Delafield, Waukesha County, WI.

ARTICLE III

DESCRIPTION OF LAND

The land owned by the Declarant on which the building and improvements are constructed is located in Waukesha County, Wisconsin and is described as **Lot 2 Certified Survey Map No. 7054, part of the Southeast 1/4 of the Northwest 1/4 of Section 20, Town 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin.**

A plat of survey of the land containing the legal description thereof and showing the location of the building constructed thereon is attached hereto and marked exhibit "A" and incorporated hereby by reference.

ARTICLE IV

DESCRIPTION OF BUILDINGS AND UNITS

SECTION 1.

There shall be one (1) residential Building with attached garages. The Building shall contain the units whose boundaries are described as follows:

- a) The vertical boundary shall be:

The interior undercoated surfaces of the perimeter walls of the unit on each floor or floors of such unit.

(b) The horizontal boundaries shall be:

(i) Lower boundary - the plane or planes of the upper surface of the basement floor or floors.

ii) Upper boundary - the plane or planes of the interior undercoated attic.

(c) All windows, window frames and doors, all glass in windows and doors, shall be considered a part of the unit.

SECTION 2.

A general description of each condominium unit is as follows:

(a) Unit A - 21 Lapham Peak Road, Delafield, WI, is a unit containing approximately 1,376 square feet, 2 bedrooms, 2 bathrooms, living area, kitchen/dinette, utility room, attached two car garage, and full basement.

(b) Unit B - 23 Lapham Peak Road, Delafield, WI, is a unit containing approximately 1,376 square feet, 2 bedrooms, 2 bathrooms, living area, kitchen/dinette, utility room, attached two car garage, and full basement.

(c) Each unit is specifically described by dimensions and location on Exhibit "A" attached hereto and made part of this Declaration.

SECTION 3.

INTERPRETATION OF PLANS. In interpreting the survey or any deed or any other instruments affecting the Building, the boundaries of the Building constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey regardless of the settling or lateral movement of the building and regardless of minor variations between the boundaries shown on the survey and those of the Building or Units as located or erected.

ARTICLE V

COMMON AND LIMITED COMMON ELEMENTS

SECTION 1.

Common elements shall include, but are not limited to, the exterior surfaces and walls of the Building, the siding, roof, flues, and common walls, well, well pressure tank, the yard and driveways, but not including windows, water softener and components, doors, garage doors, fireplace and fixtures of each unit. Common Elements shall also include all other areas which are not a part of a unit or designated as Limited Common Elements.

SECTION 2.

The Limited Common Elements are as designated on EXHIBIT "A" of this Declaration, including but not limited to deck and sidewalks appurtenant to the unit.

ARTICLE VI

PERCENTAGE OF INTEREST AND VOTING

SECTION 1.

The percentage of undivided interest in the common areas and limited common area appurtenant to each unit is an undivided one-half (1/2) interest in each of the unit owners, and the same shall be conveyed with each of the units.

SECTION 2.

Each unit owner shall be entitled to one vote for each unit owned at all meetings of the Board of Directors of the Association of Unit Owners. The vote for each unit shall be exercised as the unit owners determine, but in no event shall more than one vote be cast with respect to any unit. There shall be no split vote.

ARTICLE VII

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

SECTION 1.

OWNERS EASEMENTS OF ENJOYMENT. Each owner shall have the right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to each unit.

SECTION 2.

OWNERS RIGHT TO INGRESS AND EGRESS: EASEMENTS. Each owner shall have the right to ingress and egress over, upon and across the Common Elements, Limited Common Elements and/or the units necessary for the access to his unit, for the purpose of repairing and maintaining said unit, providing, however, that entry into each unit shall be only at reasonable times and upon reasonable notice given to the owner thereof. Owners are informed that the owner of the property immediately west of the condominium has an easement for ingress and egress over the condominium driveway.

SECTION 3.

USE OF UNITS. Each unit shall be used exclusively for residential purposes. No unit may be subdivided. The units must be occupied by owners and may not be leased. The occupancy requirement and the lease restriction does not apply to a unit owned by the declarant.

SECTION 4.

USE OF THE COMMON ELEMENTS. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association of Unit Owners. Nothing shall be altered on, constructed in, or removed from the Common Elements except upon the prior written consent of the Association of Unit Owners.

SECTION 5.

COMMON EXPENSES. If any maintenance, costs and expenses which are incurred for the benefit of all units or the association, shall be common

expenses and shall be paid by the association. In the event maintenance, costs and expenses are incurred or levied against one unit owner for the benefit of all units or the association, shall be shall be paid by the association. Examples of common expenses include but shall not be limited to repairs to the common elements and insurance for the common and limited common elements.

The individual owners are responsible for maintaining and repairing the limited common areas appurtenant to their unit. The owners can, if they so desire, plant a garden along the western boundary of the property, not to exceed 10 ft. by 10 ft.

ARTICLE VIII

RECONSTRUCTION OR REPAIR

SECTION 1.

In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise unless both units of the Property are destroyed or damaged, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decoration or covering or other furniture, furnishings, fixtures or equipment installed by unit owners in the units) and the Board of Directors, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in accordance with appropriate progress payments. Any costs of such repair and reconstruction in excess of the insurance proceeds shall constitute a common expense and the Board of Directors shall assess all the unit owners for such deficiencies as part of the common charges.

By acceptance of the deed to his/her unit, each Unit Owner shall be deemed to have consented to the forgoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to its By-Laws and shall constitute the determination by the Association to repair, reconstruct or rebuild as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the forgoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of the unit owners having more than 50% of the authorized votes of all unit owners shall be sufficient to determine to repair and reconstruct.

SECTION 2.

If both of the units are destroyed or damaged, the Association, by consent of both directors, shall determine within sixty days after such damage or destruction whether to proceed with repair or reconstruction. If determination is made to repair or reconstruct, the Board of Directors, shall arrange for such repair or reconstruction. In the event of a decision not to repair or reconstruct, the property shall be deemed to be owned in common by the unit owners and be subject to an action for partition at the suit of any owner or partitioned by agreement in which event the net proceeds of insurance policies shall be divided by the Board of Directors of the insurance trustee as the case may be among the unit owners in proportion to their respective interest subject to payment of liens of the respective unit owners.

ARTICLE IX**INSURANCE**

The Association shall obtain and continue in effect insurance coverage on each unit and all of the Common Elements affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to a building similar in construction, location and use. In addition to the aforesaid insurance coverage, the Association shall obtain public liability insurance in such amounts and with such coverage as may be suitable under the circumstances. Insurance premiums shall be common expenses. The Association shall provide each unit with a memorandum of the casualty and liability policies. In no event shall the public liability insurance coverage be less than One Million Dollars.

ARTICLE X**GENERAL PROVISIONS****SECTION 1.**

ENFORCEMENT. Each owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to commence suit for partition of the units and/or Common or Limited Elements but shall be limited to the provisions contained herein for amending this Declaration.

SECTION 2.

SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3.

AMENDMENT. This Declaration may be amended at any time by the written agreement of the Owner of each unit. A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. No amendment shall become effective until the certificate setting forth such amendment is signed by the Owners of each unit, and recorded in the Office of the Register of Deeds in and for Waukesha County, Wisconsin.

SECTION 4.

NOTICES. All notices and other documents required to be given by this Declaration shall be sufficient if given to one registered owner of a unit regardless of the number of owners who may have interest therein.

SECTION 5.

REGISTERED AGENTS FOR SERVICE OF PROCESS. The initial registered agents for service of process shall be Ronald J. Bongiovanni, 14160 Fieldpointe Drive, New Berlin, WI, 53151.

Change of agents for service of process may be accomplished by a resolution adopted by the Association and upon proper filing of said name with Secretary of State for the State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

SECTION 6.

BY-LAWS. The administration of this condominium shall be by agreement of the Unit Owners. The Unit Owners may promulgate rules, regulations or By-Laws not inconsistent with Declaration of Wisconsin law.

SECTION 7.

EASEMENT. On page one of the condominium plat, an easement is shown which is 30 feet wide and dissects the property. The easement is in favor of the property to the west of the subject property. The owners of the property to the west can use the land covered by the easement for the purposes of ingress and egress. A sanitary sewer lateral also runs below the property covered by the easement, which also benefits the owners to the west.

ARTICLE XI

THE CONDOMINIUM PLAT

The Condominium Plat of Wilderness Lane Condominium, which is attached hereto as Exhibit "A" and made a part hereof by this reference, has been filed for record in the Office of Register of Deeds in and for Waukesha County, Wisconsin.

IN WITNESS WHEREOF, FLEETWOOD DEVELOPMENT CORPORATION has executed this Declaration as of the 18th day of JANUARY, 1995.

FLEETWOOD DEVELOPMENT CORPORATION

John N. Behrens
JOHN N. BEHRENS, President

Ronald J. Bongiovanni
RONALD J. BONGIOVANNI, Secretary

[Signature]
SECRETARY

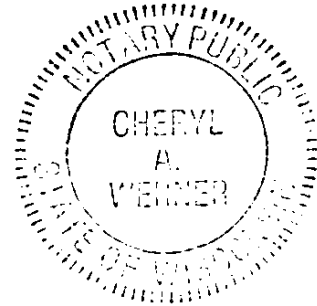
STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 18th day of January, 1995, the above-named John N. Behrens and Ronald J. Bongiovanni to me (to be the person(s) who executed the foregoing instrument and acknowledged the same.

C Cheryl A. Wiener
Notary Public, Milwaukee Co., WI

My Commission Expires: 3-5-95

THIS INSTRUMENT WAS DRAFTED BY:
Attorney William E. Ryan
631 N. Mayfair Road
Wauwatosa, WI 53226
(414)774-8484



WILDERNESS LANE CONDOMINIUM
CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

LEGAL DESCRIPTION OF CONDOMINIUM

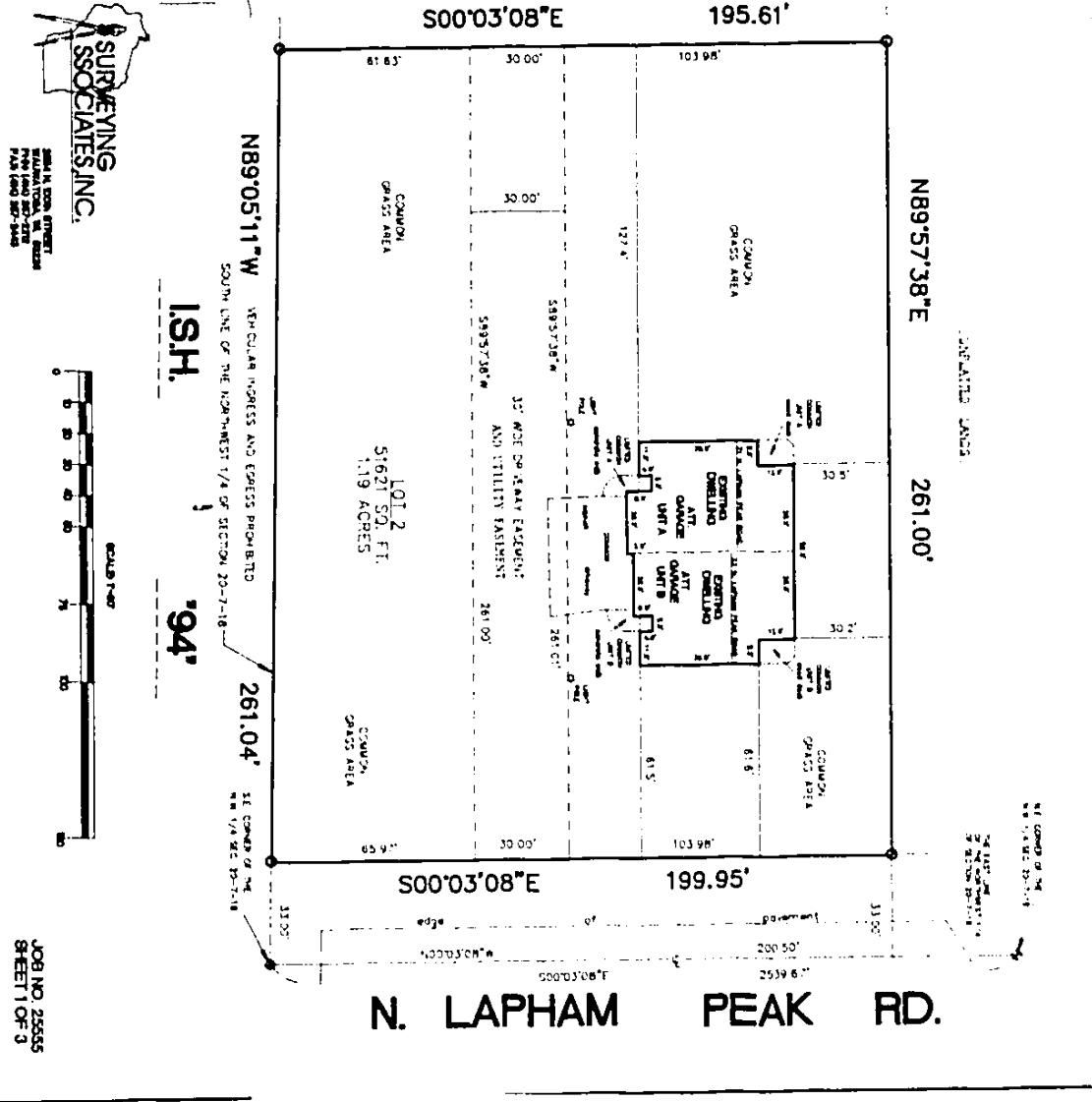
Lot 2, Certified Survey Map No. 7054, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 20, Town 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin.

I, Frederick W. Sobush, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the constructed or to be constructed upon property.

This Condominium Plat is a correct representation of Wilderness Lane Condominium as proposed at the date hereof, and the identification and proposed location of each unit and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property, except the individual units, and the limited common elements described in this plat. The undersigned surveyor makes no certification as to the accuracy of architectural floor plans of the condominium buildings and units contained in this plat or the approximate dimension or floor areas thereof.

Common Elements: All except those parts delineated as limited common elements and units.
 Limited Common Elements: The limited common elements consist of concrete sidewalks and wood decks as depicted on this Condominium Plat.

THIS INSTRUMENT WAS DRAFTED BY WILLIAM J. KAPFEN
 FOR FLEETWOOD DEVELOPMENT CORP.
 DATED THE 20th DAY OF DECEMBER, 1994.



SURVEYING ASSOCIATES, INC.
 2014 E. WISCONSIN STREET
 DELAFIELD, WISCONSIN 53008
 PHONE (262) 887-3444
 FAX (262) 887-3444

JOB NO. 25555
 SHEET 1 OF 3

CONDOMINIUM PLAT

WILDERNESS LANE CONDOMINIUM
CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

THIS INSTRUMENT WAS DRAFTED BY WILLIAM J. KAPPEN
FOR FLEETWOOD DEVELOPMENT CORP.
DATED THIS 19TH DAY OF DECEMBER 1994

SURVEYING
ASSOCIATES, INC.

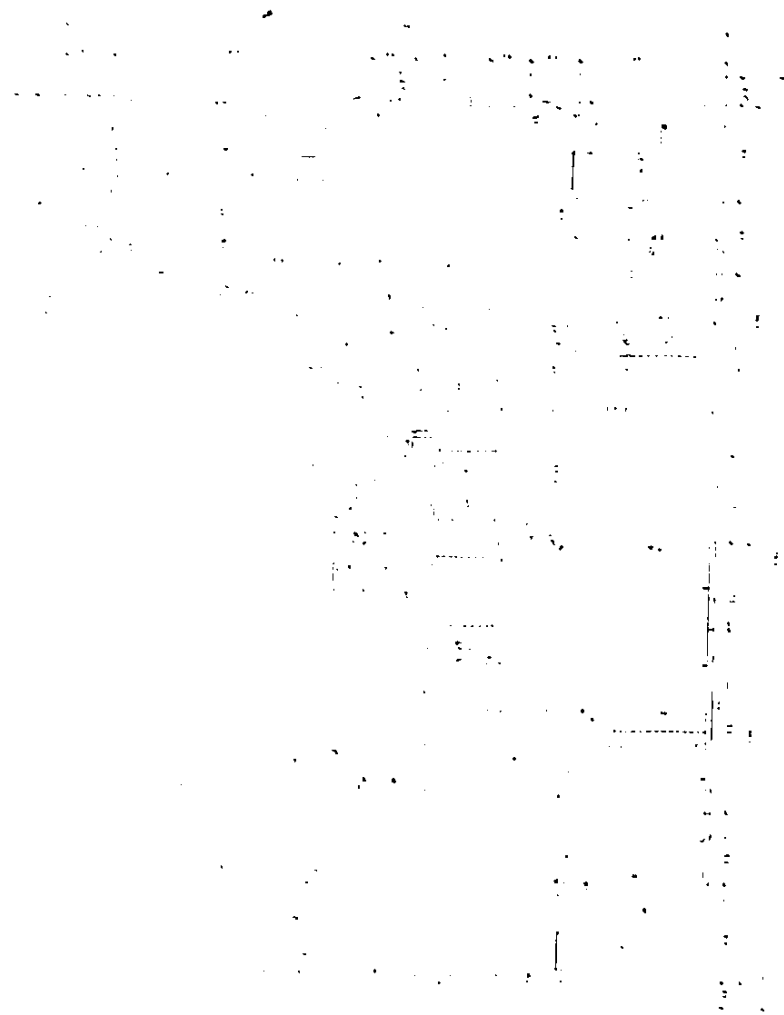
224 N. ELM STREET
MILWAUKEE, WI 53226
TEL (414) 371-3140

BASEMENT PLAN


CONDOMINIUM PLAT

WILDERNESS LANE CONDOMINIUM
CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

THIS INSTRUMENT WAS DRAFTED BY WILLIAM J. KAPPEN
FOR FLEETWOOD DEVELOPMENT CORP.
DATED THE 19TH DAY OF DECEMBER, 1994.



GROUND LEVEL

 SURVEYING
& CONSULTING
ENGINEERS, INC.

2500 N. KOSH STREET
MILWAUKEE, WI 53219
TEL: (414) 227-2222
FAX: (414) 227-2200