

CONDOMINIUM DOCUMENTS

WILDERNESS LANE CONDOMINIUM

21-23 LAPHAM PEAK ROAD

DELAFIELD, WI

## **DISCLOSURE MATERIALS**

These Disclosure materials are for **Wilderness Lane Condominium, 21-23 Lapham Peak Road, Delafield, WI**. The Declarant is Fleetwood Development Corporation. The business address of the Declarant is 14160 W. Fieldpointe Dr. New Berlin, WI 53151.

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 BE RELIED UPON AS CORRECT AND BINDING. 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.

## I N D E X

The disclosure materials the declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

1. **DECLARATION.** The declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on page . . . . . A-1
  
2. **BY-LAWS.** The by-laws contains rules which govern the condominium and effect the rights and responsibilities of unit owners. The by-laws begin on page . . . . . B-1
  
3. **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 budget begins on page . . . . . C-1
  
4. **FLOOR PLAN AND MAP** The seller has provided a floor plan of the unit 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 part of the condominium. The floor plan and map is shown as Exhibit "A" to the Declaration.
  
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** There are currently no contracts with individual or private firms for services provided to the condominium.
  
6. **LEASES.** There are no leases of property or facilities which are not part of the condominium.
  
7. **EXPANSION PLANS.** The declarant has not reserved the right to expand the condominium in the future and the declarant does not have any plans to expand the condominium.

**DECLARATION OF CONDOMINIUM  
OF  
WILDERNESS LANE CONDOMINIUM**

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.

**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**

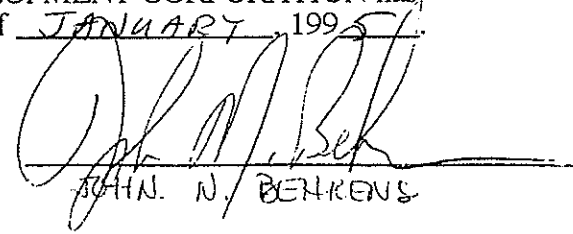
The Condominium Plat of Wilderness Lane Condominium, which is attached hereto as Exhibit "A" and made a part hereof by this reference, has been filed for record in the Office of Register of Deeds in and for Waukesha County, Wisconsin.

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

FLEETWOOD DEVELOPMENT CORPORATION

  
\_\_\_\_\_  
JOHN N. BEHRENS, President

  
\_\_\_\_\_  
RONALD J. BONGIOVANNI, Secretary

  
\_\_\_\_\_  
JOHN N. BEHRENS

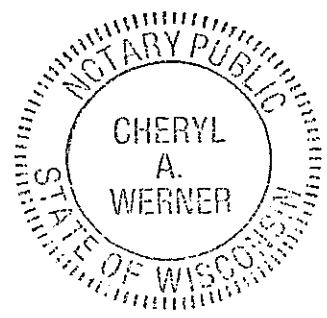
STATE OF WISCONSIN     )  
  ) SS.  
COUNTY OF WAUKESHA    )

Personally came before me this 19<sup>th</sup> 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.

Cheryl A. Werner  
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



**BY - LAWS**  
**OF**  
**WILDERNESS LANE CONDOMINIUM**

**ARTICLE I**  
**NAME AND PURPOSE**

Pursuant to the Condominium Declaration for Wilderness Lane Condominium, to be recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, (hereinafter called the "Declaration"), by Fleetwood Development Corporation, the following are adopted as the By-Laws of Wilderness Lane Condominium Association; said Association is unincorporated and is a non-profit organization formed and organized to serve as an Association of Unit Owners who own real estate and improvements under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

**ARTICLE II**  
**MEMBERS AND MANAGEMENT**

**2.1 MEMBERS.** Members shall be all unit owners, and shall have one vote for each unit owned. Every unit owner automatically becomes 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.

**2.2 MANAGEMENT.** All aspects of the management, operation and duties of the Association shall be delegated to the Board of Directors.

The Directors shall not elect officers but may hire a manager. Directors and/or Managers shall sign checks, drafts or other instruments on behalf of the Association, shall keep books and records of the Association and be responsible for keeping full and accurate accounts of all receipts, disbursements and financial records.

### ARTICLE III

#### BOARD OF DIRECTORS

**3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS.** The Board of Directors shall be composed of one representative from each unit, chosen by and from among the unit owners of that unit.

**3.2 REGULAR MEETINGS AND NOTICE.** Regular meetings of the Board of Directors shall be held on December 1, March 1, June 1 and September 1. The December and March meetings will take place at Unit A. The June and September meetings will take place at Unit B.

**3.3 SPECIAL MEETINGS AND NOTICE.** Special meetings of the Board of Directors may be called by both Directors.

**3.4 WAIVER OF NOTICE.** Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**3.5 QUORUM OF DIRECTORS - ADJOURNMENTS.** At all meetings of the Board of Directors, both of the directors must be present to constitute a quorum.

**3.6 FIDELITY BONDS.** The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds may furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

### ARTICLE IV

#### OPERATION OF THE PROPERTY

**4.1 THE ASSOCIATION.** The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

**4.2 RULES AND REGULATIONS.** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts and documents referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate

such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these By-Laws.

**4.3 COMMON EXPENSES.** The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the units and allocated among the members of the Association according to their respective percentages of ownership in the common areas and facilities of the condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of ten percent (10%) per annum until paid in full.

All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the units on which they are assessed, if a statement of lien is filed within two years after the date the assessment becomes due.

Each unit shall be assessed and shall pay Fifty (50%) Percent of the common expenses.

**4.4 OPERATING BUDGET.** The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common areas, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

**4.5 DEFAULT.** If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, any unit owner, in the name of the Association, may bring suit for and on behalf of the Association, as

representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.

## ARTICLE V

### DUTIES AND OBLIGATIONS OF UNIT OWNERS

**5.1 RULES AND REGULATIONS.** The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, these By-Laws, and the rules and regulations of the Association, including the following:

(a) USE. No unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.

(b) OBSTRUCTIONS. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association.

(c) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

(d) SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association.

(e) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(f) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

(g) CONFLICT. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

**5.2 MAINTENANCE AND REPAIR OF UNITS.** Every unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

**5.3 LIMITED COMMON AREAS.** Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common area appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

## **ARTICLE VI**

### **AMENDMENTS**

**6.1 BY MEMBERS.** These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by affirmative vote of both of the Directors.

**6.2 RIGHTS OF DECLARANT.** No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

## **ARTICLE VII**

### **MISCELLANEOUS**

**7.1 RECORD OF OWNERSHIP.** Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment of other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors.,

**7.2 INDEMNITY OF OFFICERS AND DIRECTORS.** Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators 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 upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matter as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a 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 his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, 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 in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations

assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Article and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

**7.3 ARCHITECTURAL CONTROLS.** The Directors shall serve as an architectural control committee to insure compatibility of the exteriors and roof colors.

**7.4 SUBORDINATION OF LIENS.** Any lien placed on a unit shall be subordinate to a mortgage.

**7.5 LEASE.** If the owner desires to lease the unit, the lease period shall be a minimum of thirty (30) days.

**7.6 ARBITRATION.** If the directors cannot agree on a matter concerning management of the association, the dispute must be submitted to the American Arbitration Association within fourteen (14) days from the date that there is not a meeting of the minds.

**7.7 SUBORDINATION OF BY-LAWS.** These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

**7.8 INTERPRETATION.** In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

**-END OF BY-LAWS-**

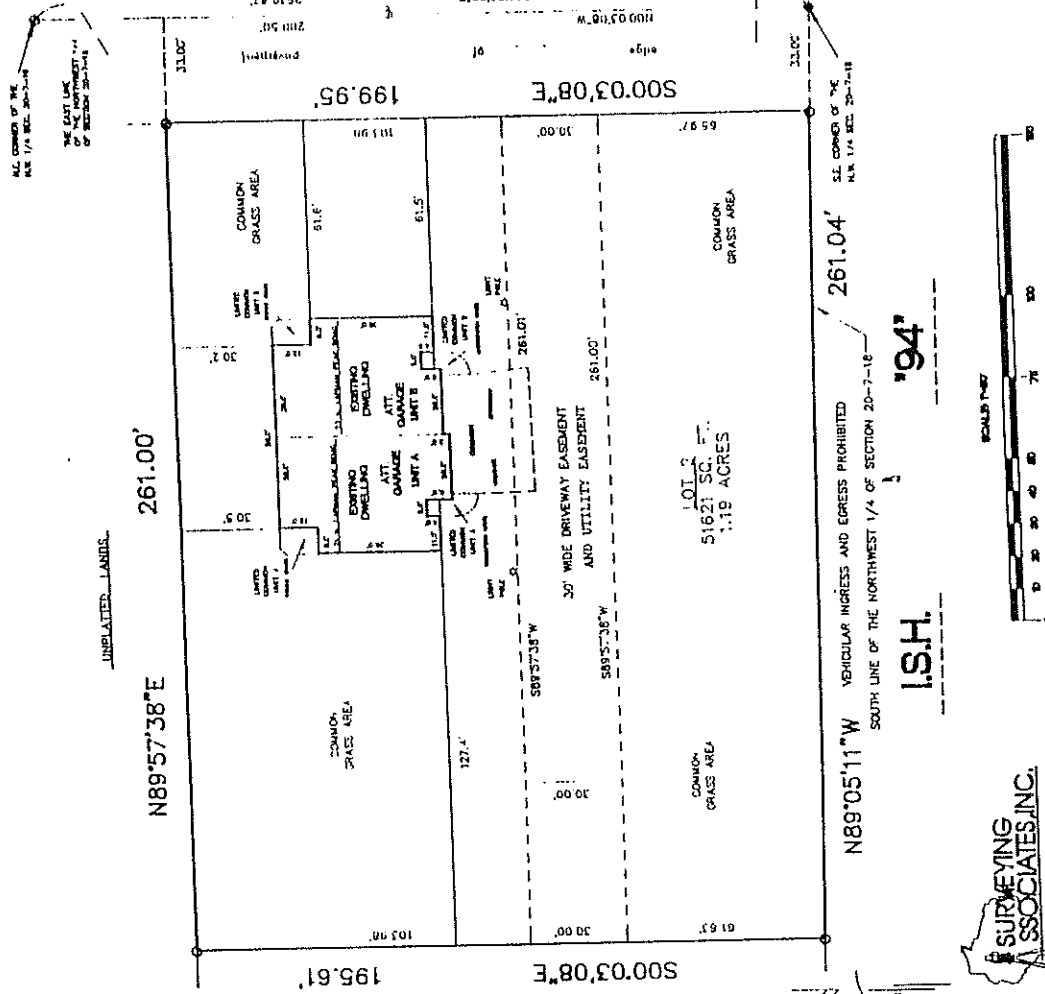
## ANNUAL OPERATING BUDGET

The budget will be determined by the Board of Directors on a yearly basis. The first year budget will require a payment by the unit owners in the amount of \$118.00. This payment will be applied for the insurance expense of the common elements and limited common elements.

Insurance must be paid on a yearly basis, and will always be a component of the budget. The Board of Directors will determine what expenses in addition to that of the insurance expense will be made by the Association.

The owner of Unit A shall compensate the owner of Unit B for one-half of the electricity charges for the operation of the well. It is estimated that the operating cost for the well will total \$60.00 per year, which means that the owner of Unit A shall compensate the owner of Unit B \$7.50 every third month. This estimate was based on conversations with representatives of Wisconsin Electric Power Company. This figure can be reviewed annually by either unit owner and adjusted accordingly.

N. LAPHAM RD. PEAK RD.



I.S.H. '94'

SURVEYING ASSOCIATES, INC.

2000 N. DOOR STREET  
WAUWATOSA, WIS. 53190  
TEL: 414-782-4400

CONDOMINIUM PLAT

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

LEGAL DESCRIPTION OF CONDOMINIUM

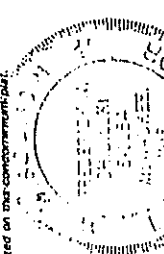
Lot 2, Certified Survey Map No. 7054, being a part of the Southwest 1/4 of Section 20, Town 7 North, Range 18 East, in the City of Delafield, Waukesha County, Wisconsin.

I, Frederick W. Szabala, 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 land property.

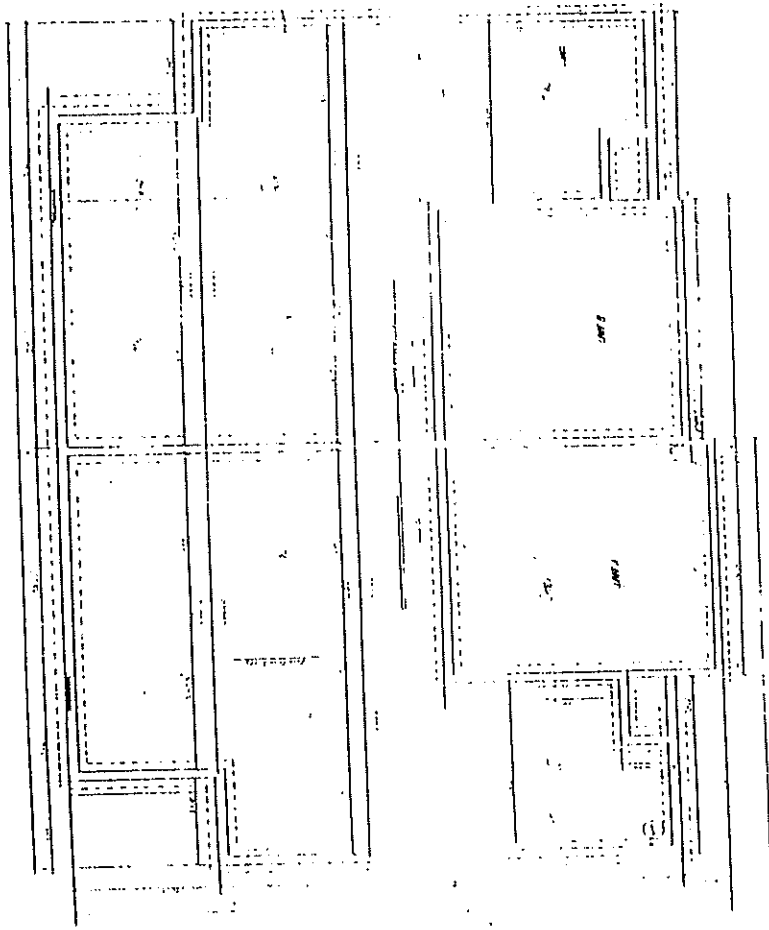
This Condominium Plat is a correct representation of Wilderness Lane Condominium as proposed at the lots needed, and the identification and proposed location of each unit and the common elements can be ascertained from the plat. The common elements are defined to be all of the condominium property, except 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 the plat or the appropriate dimension or floor areas thereof.

*[Handwritten signature]*

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 erected on this condominium-plat.



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

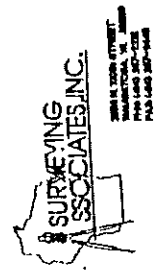


BASEMENT PLAN

JOB NO. 25555  
SHEET 2 OF 3

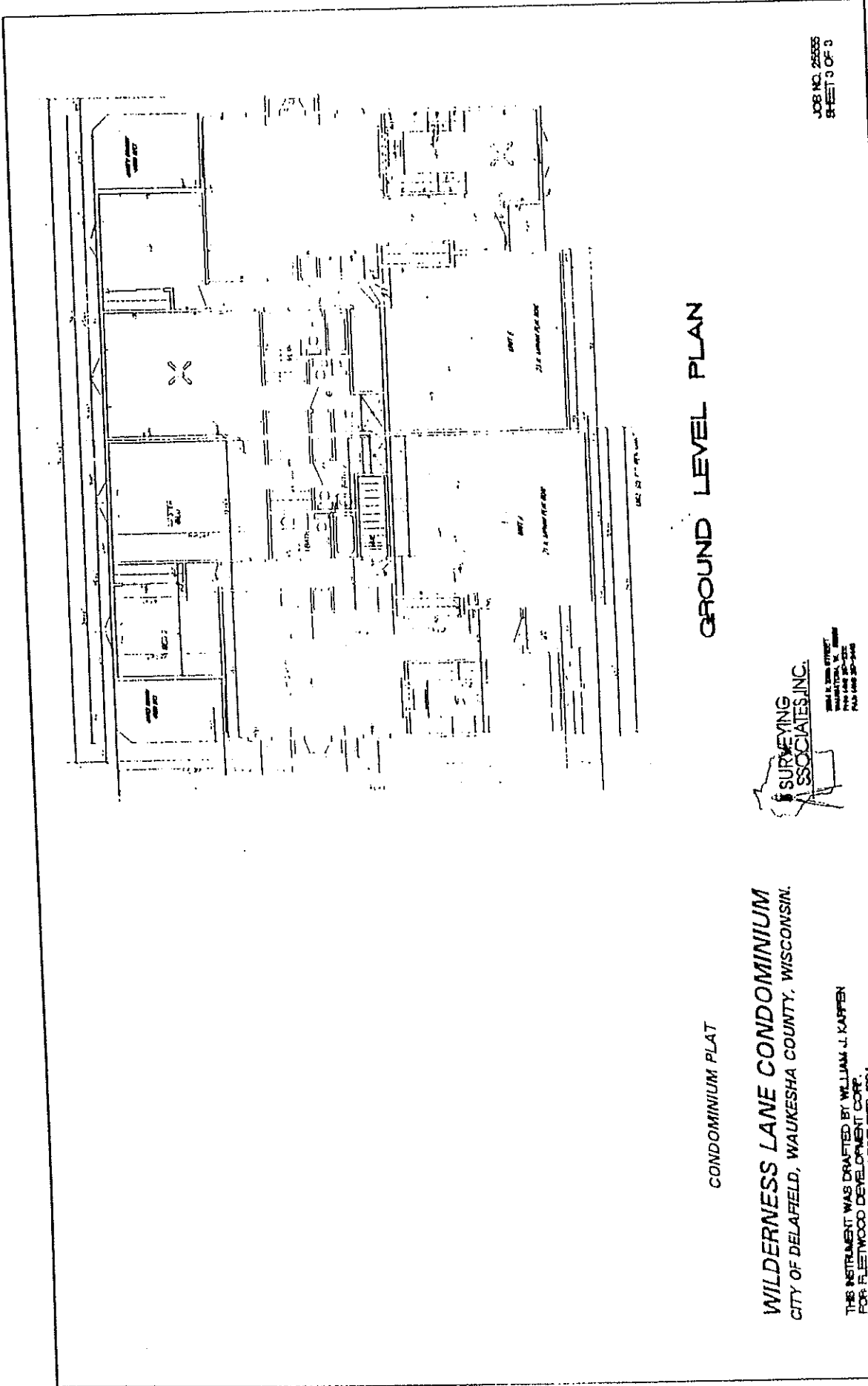
CONDOMINIUM PLAT

**WILDERNESS LANE CONDOMINIUM**  
CITY OF DELAWARE, WAUKESHA COUNTY, WISCONSIN.



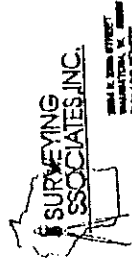
200 N. JONES ST. WISCONSIN  
MILWAUKEE, WI 53212  
TEL: 414-333-1111  
FAX: 414-333-1112

THIS INSTRUMENT WAS DRAFTED BY WILLIAM J. KARPEN  
FOR FLEETHOOD DEVELOPMENT CORP.  
DATED THIS 15th DAY OF DECEMBER, 1984.



JOB NO. 2555  
SHEET 3 OF 3

GROUND LEVEL PLAN



1000 N. 2ND STREET  
MILWAUKEE, WISCONSIN  
PHONE 442-2222  
FAX 442-2244

CONDOMINIUM PLAT

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

THIS INSTRUMENT WAS DRAFTED BY WILLIAM J. KAUFEN  
FOR F. ESTWOOD DEVELOPMENT CORP.  
DATED THE 19th DAY OF DECEMBER, 1984.