

CONDOMINIUM DECLARATION

THE GROVE CONDOMINIUMS
BROOKFIELD, WISCONSIN

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REVISED 8/12/04

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**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS FOR THE GROVE CONDOMINIUMS,
BROOKFIELD, WISCONSIN**

REVISED 8/12/04

THIS DECLARATION is made this 26th day of October 1988, by THE GROVE INVESTMENT CORPORATION, hereinafter referred to as the "DEVELOPER."

WHEREAS, the DEVELOPER is the owner in fee simple of certain real estate hereinafter described, in the City of Brookfield, Waukesha County, Wisconsin: and

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all right and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes: and

WHEREAS the DEVELOPER desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DEVELOPER and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS the DEVELOPER desires and intends that the several unit owners, mortgages, occupants and other persons hereafter acquiring any interest in that property shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE the DEVELOPER, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

**DEFINITIONS AND
LEGAL DESCRIPTION OF LAND**

Section 1. LEGAL DESCRIPTION OF LAND: The real estate, which is hereby submitted and subjected to the provisions of the Condominium Ownership Act. Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit "A-1" attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances thereto shall be known as THE GROVE CONDOMINIUMS.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to THE GROVE HOMEOWNERS ASSOCIATION, INC. a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(b) "OWNER" shall mean and refer to the record owner, whether one or more persons or

entities, of a fee simple title to any Unit, or the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.

- (c) "UNIT" shall mean and refer to a portion of the property subject to the Declaration intended for use and occupancy as a separate residence consisting of either all or that part of a building bounded along such boundaries as shown on the Condominium Plat (a copy of which is attached hereto as Exhibit B) and as described in Section 4 of ARTICLE II, together with all facilities and improvements therein contained and together with related improvements and/or installations, including those described in Section 4 of ARTICLE II, solely intended for use with such separate residence (but not including those improvements or installations specifically described as Common Elements).
- (d) "UNIT NUMBER" shall mean the number, letter or combination thereof identifying a Unit.
- (e) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.
- (f) "LIMITED COMMON ELEMENTS" shall mean those common elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.
- (g) "DEVELOPER" shall mean and refer to THE GROVE INVESTMENT CORPORATION, and its successors and assigns. The developer may also be referred to as the Declarant.
- (h) "MORTGAGE" shall mean any recorded Mortgage or other security instrument by which a Unit or any part thereof is encumbered.
- (i) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgagee or such land contract.
- (j) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.
- (k) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

**PROPERTY AND UNIT
SUBMISSION TO ACT**

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act of the State of Wisconsin (the "ACT").

Section 2. UNIT IDENTIFICATION: Each Unit shall be specifically designated by a Unit Number as set forth on the Condominium Plat, a copy of which is attached hereto as Exhibit B. The Unit Number for each Unit shall be the number portion of the street address of the Unit, followed by either the letter "A" or the letter "B"


Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. DESCRIPTION OF BUILDINGS:

- (a) The residential buildings on the real estate described in this Declaration are or will be constructed principally of wood, masonry and concrete, have a cedar shake roof, be not more than two (2) stories in height and contain two (2) Units each. The site plan of the land showing the location of the buildings is set forth on the condominium Plat, a copy of which is attached hereto as Exhibit B. In addition to the residential buildings, there will be located on the property a well house, as shown on said Condominium Plat. The total square footage of all buildings shall not exceed the Floor Area Ratio and other applicable standards of the City of Brookfield.

- (b) The Developer reserves the right to change the style, model, size or location of any Unit prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration, or on the Condominium Plat. Without limiting these rights, Developer specifically reserves the right to expand the square footage of any unit and building, prior to completion of construction, so as to include the area designated as "possible expansion areas for units (PEA'S)" on the Condominium Plat, a copy of which is attached hereto as Exhibit B. Because the rights set forth herein are being specifically reserved by Developer, the exercise of these rights by Developer shall not in any way be construed to be a reduction in value of any unit owner's interest in any common element or an increase in value of the Developer's or any other unit owner's interest in any common element or limited common element. The Developer's rights to change the style, model, size or location of any unit as set forth above are subject to the approval of the City of Brookfield.

Section 4. Boundaries of units: The outer boundaries of a Unit are the exterior surfaces of that portion of a building intended for use and occupancy as a separate residence, including but not limited to exterior painting, rain gutters, down spouts, roof shingles, windows, doors, siding, brick work, chimneys, vents, flashings, foundation walls, footings, and basement concrete slab. Where two units are located in the same building, the boundary between Units shall be the centerline of the common walls. All improvements and/or installations for providing electricity, natural gas, cable communication, telephone, water, sewer, air conditioning, drainage (e.g., drain tile), and foundation support or bedding exclusively for one Unit shall be considered a part of that Unit. A Unit shall also include any exterior lighting powered from within the unit together with all associated improvements (e.g., electric wiring and conduit, lamppost and base support system).



ARTICLE III
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such appurtenant to and run with such Unit. Each Unit's fractional or percentage share of ownership in the Common Elements shall be 1/19th.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Brookfield or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The common elements and facilities shall consist of:

- (a) The land described in this Declaration;
- (b) The roadways and driveways located on the land (including walkways and driveways serving either one or more Units); and all landscaping;
- (c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use.
- (d) Areas set aside for storage of maintenance equipment;
- (e) Installations for providing central services such as power, light, gas and cold water;
- (f) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: The Limited Common Elements and Facilities are those areas designated as Limited Common Elements on the Condominium Plat, and all porches, patios, walkways and driveways which service and/or are appurtenant to one Unit, whether or not specifically designated as such on the Condominium Plat. Each Unit Owner shall be entitled to the exclusive use and possession of that porch, patio, walkway and driveway, direct access to which is provided for his respective Unit, and which is or are located outside of and adjoining his respective Unit. That portion of any driveway or servicing two Units is a Limited Common Element for the exclusive use of the owners of such Units. The Condominium Plat designates, for each Unit, an area of the driveway servicing such Unit, located immediately in front of the garage, as a Limited Common Element. Said designation is made for purposes of enumeration, not limitation and is not intended to exclude any other portion of any driveway from being a Limited Common Element if so defined above. The Condominium Plat designates additional areas adjacent to each unit as Limited Common Elements. Said areas are designated as such for patio purposes only. The unit owner may, at any time, construct a patio on any one or more of such areas, subject to the provisions of ARTICLE X, Section 1 and approval by the City of Brookfield. Such areas shall be construed as Limited Common Elements at such times, and only at such times, as a patio exists thereon, and then only to the extent of the patio existing thereon. In the event a patio is removed, the area formerly occupied by the patio shall be landscaped, at the sole expense of the unit owner, so as to be compatible with the landscaping of the balance of the condominium project.

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV
CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit, and the interest in the Limited Common Elements appurtenant to such Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V
OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

- (a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. The Declarant may lease a unit on such terms and conditions as it desires in its sole discretion but after a unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than one (1) month. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenants or tenants name or names and telephone number. If a Owner of a Unit intends to lease such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached. Any such lease shall not relieve a Unit Owner from any obligation imposed by this Declaration, the By-Laws or Articles of Incorporation of the Association, or and rules or regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses.
- (b) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document a "related" person shall be defined as a parent, sibling, child, aunt uncle or other lineal ancestor.
- (c) No animal, except a permitted pet (as herein defined) or a permitted animal (as herein defined) shall be allowed within or about the premises.

A permitted pet is defined as a single caged bird or common small tank fish.

A permitted animal is defined as a single small domestic dog or cat.

No animal or pet, whether a permitted animal or permitted pet may be kept bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner and shall be walked by leash only in such areas as may from time to time be designated by the Association pursuant to the By-Laws and/or Rules and Regulations, and all droppings must be picked up when dropped and disposed of by the person in control of such animal.

- (d) A Unit shall not be rented for transient or hotel purposes, which shall be defined as : (a) any rental for periods of less than (30) days; of (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

- (e) Nothing shall be altered on, constructed on, or removed from the exterior of a Unit except upon the written consent of the Board of Directors of the Association. An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the exterior of a Unit without the prior written consent of the Board of Directors of the Association.

Section 3. USE OF COMMON ELEMENTS:

- (a) No trade or business may be carried on in 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 except as specifically provided herein. Nothing shall be altered on, constructed on or removed from the Common Elements, including the Limited Common Elements, without the prior written consent of the Board of Directors of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements other than those areas designated by the Association therefor. Only those containers approved by the Association shall be placed or kept in the Common Elements or Limited Common Elements. No clothesline shall be maintained on the Common Elements or Limited Common Elements and same shall not be used for hanging of clothes, rugs or other articles.
- (b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements, including the Limited Common Elements, without the prior written consent of the Board of Directors of the Association. No Owner of a Unit may erect, or display posters, signs or advertising material on or in the Common Elements; provided however, that any Owner of a unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale.
- (c) Parking areas (including, driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger vehicles and bicycles. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Motorbikes, snowmobiles, recreational vehicles, motor homes, campers and trailers, boats (other than boats owned by the Association or boats permitted by this Declaration, the By-Laws and/or the Rules and Regulations of the Association, and then only in such locations and as such times as may be permitted by the By-Laws and/or Rules and Regulations) and boat, snowmobile and motorcycle trailers, shall not be placed, kept stored or operated on the common Elements or Limited Common Elements.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, should pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or In the Common Elements or any part thereof which would be in violation of any Statute, rule ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of Hi-Fi's, stereos, musical instruments,

televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: No Unit may be subdivided.

Section 6. RULES AND REGULATIONS: No Owner shall violate the Rules and Regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the common Elements and facilities to said individuals.

Section 8. TRANSFER FEE: A transfer fee of \$100.00 shall be paid to the Association by each Unit Owner (other than the Developer) who shall sell a Unit to a new purchaser.

Section 9. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents servants, and/or employees, said unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 10: SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

SECTION 11: SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year any such taxes are not separately taxed to each Unit owner but are taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Element to be in accordance with his respective percentage of Ownership interest in the Common Elements, in the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each unit Owner to pay into such account a sum equal to one-twelfth (1/12) his share of the estimated real estate taxes each month.

SECTION 12: BOATS: The use of boats on the pond shall be governed by the By-Laws and/or the Rules and Regulation of the Association. The Association shall have the right to establish By-Laws and Rules and Regulations governing the use of boats on the pond, including but not limited to the right to limit in any manner, the usage of boats on the pond, the right to prohibit or limit the usage of any boat not owned by the Association on the pond, and/or the right to prohibit the usage of all boats on the pond. In no event shall any fossil fueled craft be used on the pond except for the purpose of maintenance of the pond. The use of boats on the pond shall be prohibited until such time as the Association establishes By-Laws and/or Rules and Regulations governing same.

SECTION 13: MAINTENANCE, REPAIRS AND REPLACEMENTS:

- (a) All maintenance, repairs and replacements to the Common Elements, including the Limited Common Elements (except for any porch, patio appurtenant to a unit) shall be made by the Board of Directors and the costs charged to the Unit Owners as a common expense. In the event the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the Owner shall be responsible to pay to the Association the cost of such maintenance, repair or replacement to the extent not covered by insurance.
- (b) Each Unit Owner shall be responsible for keeping in good order and repair and in a clean

and sanitary condition his/her Unit as defined and bounded in Section 1(c) of ARTICLE I and Section 4 of ARTICLE II above, together with any porch, patio appurtenant to his/her Unit as a Limited Common Element (including any foundation, footing and/or support). Any damage caused to the Common Elements by reason of Unit Owner activity required by this subsection shall be repaired at the expense of the Unit Owner responsible for the activity to the extent not covered by insurance; in the event the Unit Owner fails to repair the damage, the Association shall have the right, but not the responsibility, to repair any damage to a Unit or porch, patio appurtenant to such Unit in case of an emergency which would otherwise result in damage to other property or jeopardize the health and/or safety of other persons on the Condominium property; in such event, the expense incurred by the Association shall be repaid by the Unit Owner to the extent such expense is not covered by insurance. Furthermore, the Association shall have the right, but not the responsibility, to repair or maintain any exterior portions of Unit or porch, patio appurtenant to such Unit in good order and repair and in a clean and sanitary condition in the event the Owner of a Unit fails to fulfill this responsibility; in such event, the expense incurred by the Association shall be repaid by the Unit Owner to the extent such expense is not covered by insurance. For purposes of uniformity of exterior appearance and quality, the Association may specify the type, color and quality of materials to be used in maintaining, repairing or replacing the exterior of a Unit or any porch, patio appurtenant to a Unit as may be determined from time to time by the Board of Directors; in the absence of specification by the Board of Directors, all materials used shall be of like type, color and quality as the original construction. In the event of an emergency or in the event a unit Owner fails to fulfill any responsibility under this subsection, the Association may enter any unit at reasonable times and under reasonable conditions for purposes of performing any necessary repairs or maintenance; such entry shall be made with prior notice to the Unit Owner, (except in the case of an emergency when injury or property damage will result from delayed entry), and with as little inconvenience to the unit Owner as practical.

- (c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

Section 14. COMMON SURPLUSES: All Common Surpluses shall be credited to Unit Owners assessments for common expense in proportion to their obligation for assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

Section 15. WINDOW TREATMENT: Windows which are covered shall be covered only by off-white backed drapes, which, when closed, shall cover the full window, or by blinds or other window treatment which are white or off-white on the outside.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of the a Unit. No person or entity other than an Owner of a unit or Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided. However, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING:

- (a) All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. If only one of multiple owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the others to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.
- (b) The Developer shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold including but not limited to any and all units, built or unbuilt, not yet annexed to the project which Developer has the right to annex pursuant to Article IX of this Declaration: provided, further, that Developer's control shall cease (7) years after the first Unit is conveyed, or (30) days after the conveyance of seventy-five percent (75%) of the units, including but not limited to any and all units not yet annexed to the project which Developer has the right to annex pursuant to Article IX of this Declaration, whichever time is earlier.

Section 3. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/19th and shall serve as a basis in determining the voting interest of each Unit on matters for determination by unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the Articles of Incorporation and the By-Laws of the Association: provided, however, that no amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements, including Limited Common Elements, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall further comply with and be responsible for all maintenance requirements set forth in the Development Agreement between the Grove Investment Corporation and the City of Brookfield, dated May 5th, 1988 and reported in the office of the Register of Deeds for Waukesha County, Wisconsin on October 17th, 1988, on Reel 1051, Image 1185, as Document No. 1506004, which are set forth in said Development Agreement as being the responsibility of the Association, including but not limited to maintenance and plowing of the private water system and maintenance and security of the pond. The Association shall, at all times, maintain roads in such a manner as to make them accessible to fire and police vehicles.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection

and other common services to each Unit.

Section 3. **PERSONAL PROPERTY FOR COMMON USES:** The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. **RULES AND REGULATIONS:** The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with rights and duties established in this Declaration.

Section 5. **IMPLIED RIGHTS:** The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonable necessary to effectuate any such right or privilege.

Section 6. **PERSONAL LIABILITY: NO DIRECTOR OR OFFICER OF THE ASSOCIATION** shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. **AGREEMENT TO PAY ASSESSMENT:** Developer for each unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. **ANNUAL ASSESSMENTS:** The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

Section 4. **SPECIAL ASSESSMENTS:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the declaration: provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose. The Developer shall not be entitled to utilize this provision so as to cause a Special Assessment to be levied for the purpose of assessing unit owners for

the cost of initial Common Element improvements.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

- (a) All costs to the extent not covered by insurance, for maintenance, repair or replacement caused by willful or negligent act as described in Section 13(a) or ARTICLE V;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;
- (c) All costs, to the extent not covered by insurance, for any maintenance, repair or replacement performed by the Association as permitted by Section 13(b) of ARTICLE V.
- (d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit;
- (e) Interest due on General and Special Assessment;
- (f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Condominium Documents by a unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit.
- (g) Landscaping costs resulting from the removal of a patio.
- (h) All other costs and expenses anticipated or incurred by the Association, which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. WORKING CAPITAL: Each purchaser of a Unit from Declarant or its successors or assigns shall pay to the Association at time of conveyance of the Unit, for working capital purposes, the amount of One Hundred Dollars (\$100.00). As long as Developer is in control of the Association, Developer shall not use any of said working capital funds to defray its expenses, reserve contributions, or construction costs, or to make up any budget deficits. The working capital contribution applies only to a sale to an initial purchaser, and shall not be collected upon any subsequent transfer or sale of a Unit.

Section 7. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. The presence, at such meeting, of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 8. UNIFORM RATE OF ASSESSMENT: Both annual and Special Assessments must be fixed at a uniform rate for all Units subject to assessment provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to all units in each building on the first day of the first month following the conveyance of the first unit in such building by the Developer, or on the first day of the first month following the occupancy of the first Unit in such building for residential purposes, whichever occurs first. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 10. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except for:

- (a) Liens of general and special taxes; and
- (b) A Lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Waukesha County, Wisconsin, Real Estate Records, prior to the

making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument: and

- (c) Mechanics liens filed prior to the making of the assessment; and
- (d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

All other lienors acquiring liens on any unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article the Association may prepare a written notice of lien setting forth the amount of the assessment, the date, due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the unit. Such a notice shall be signed by an Officer or agent of the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Waukesha County Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall also be required to pay to the Association any assessments against the Unit, which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber use and otherwise deal with the unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Waukesha County, Wisconsin, real estate records, upon payment of all sums secured by a lien, which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by lien created by this Section, and upon such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 11. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments, which are not paid when due, shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is 12% per year to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. All cost by Association to recover costs of collection, including attorney fees, in the event the Association must bring an action at law to recover amounts delinquent shall be the expense of the unit owner. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, of such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year or if the delinquent installment be of a special assessment, the entire special assessment, any at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent.

Section 12. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c) and (d) above. Sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth above shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments, which thereafter become due or from the lien thereof.

ARTICLE IX

EXPANDING CONDOMINIUM

Section 1. ANNEXATION OF CONDOMINIUM PROPERTY: Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium by annexing to the plan on Condominium Ownership which is the subject of this Declaration in one or more stages at any time for a period commencing on the date of the recording of this Declaration and expiring seven years from the date of the recording of this Declaration, all or any portion of the real property which is described in Exhibit A-2 which is attached hereto, and incorporated herein. The real property, which is subject to annexation, is designated as "EXPANSION AREA" on the Condominium Plat. The general outlines and locations of the buildings and Units, which may be constructed thereon, are shown on said Plat.

Section 2. RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY: The maximum number of Units which may be added as a result of the annexation of the real property described in Exhibit A-2 is four (4) Units. The Units added, and their owners, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions as from time to time adopted by the Association in accordance with its By-Laws.

Section 3. CHANGE IN FRACTIONAL OR PERCENTAGE INTEREST: In the event of the additional of Unit(s) pursuant to an annexation as set forth above, the fractional or percentage common element interest, the fractional interest for voting purposes, the liabilities for common expenses and the rights to common surpluses appurtenant to each Unit following the addition of such property to the Condominium shall be that fraction using the number 1 as the numerator and using the total number of Units subject to this Declaration, including the Unit(s) added pursuant to such annexation, as the denominator.

Section 4. VOTING RIGHTS: Following the addition of Unit(s) pursuant to annexation, the number of votes appurtenant to each Unit subject to this Declaration, including the added Unit(s), shall be one (1).

Section 5. PROCEDURES FOR ANNEXATION: The right of annexation created and reserved herein to Declarant, its successors and assigns, shall be exercised by recording an amendment or amendments to this Declaration and to the Condominium Plat in the manner and form required by Wisconsin Statutes Sec. 703.26. By acceptance of a deed of conveyance of a Unit from the Declarant, the grantee of such Unit and each assignee or successor in title to such Unit shall, in the event of annexation as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the common elements, the liabilities for common expenses and the rights to common surpluses, and to the adjustment of the total number of votes and Declarant its successors and assigns shall have in the event of such annexation the right power and authority to execute deliver and record in the office of the register of deeds for Waukesha County, Wisconsin, on its own behalf, and on behalf of the grantee and each successor in title to such Unit such instruments if any as may be required to effectuate such annexation and adjustment in the percentage or fractional undivided interest in the common elements the liabilities for common expenses and the right to common surpluses and the total number of votes in the association. Any and all annexation amendments to this Declaration may be executed by the Developer, its successors and assigns alone and shall not be subject to the provisions of Article XIV, Section 5 of this Declaration.

Section 6. CONSENT OF UNIT OWNERS AND POWER OF ATTORNEY: Each Owner of a Condominium Unit shall be deemed by acceptance of a deed to any Unit to agree, approve and consent to the aforesaid annexation, or series of annexations, or to any part thereof, and the aforesaid adjustment in and to the percentages of the undivided interest in the Common and Limited Common Elements and

facilities pertaining to each unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this section. However, nothing contained in this section shall be deemed to place any obligation whatsoever on the Declarant, its successors and assigns, with respect to accomplishment of any annexation of the aforesaid property, or construction of any Condominium Units thereon, nor shall anything contained herein be deemed to grant or create a right to unit Owners under this Declaration with respect to such annexation or construction of Units.

Section 7. EASEMENT. Until such time as all of the real property subject to annexation has been annexed, Developer shall have an easement for ingress and egress and utility purposes in favor of the property described in the attached Exhibit A-2, on, over under and across such portions of the roadways as shown on the Condominium Plat as may be reasonable necessary for such purposes.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL AUTHORITY: No exterior additions or alterations, including painting or decorating to the building, porch, patios, decks, awnings, additional fences, or changes in existing fences, hedges, landscaping, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing by the Board of Directors of the Association, or by a representative or committee designated by the Board of Directors. If no application has been made to the Board or their representative(s), or if approval is not granted, suit to enjoin or remove such additions, alterations or changes may be instituted at any time thereafter, provided however, that in the event there is a violation of Section 1 of this Article which exists for a period of one (1) year without a written protest being received by an Owner of the Unit involved from the Board, its designated representative(s) or any other Unit Owner, such violation shall not be considered a violation thereafter. Neither the members of the Board nor its designated representatives shall be entitled to compensation to themselves for service performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee.

Section 2. DEVELOPER CONTROL: During the period of Developer Control Developer shall act as the representative of the Board for Architectural Control purposes.

Section 3. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the Board or its designated representatives. No satellite dishes shall be allowed on the property, either on a temporary or permanent basis, at any time.

ARTICLE XI

INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of losses, under shall be adjusted by and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent,

or depository on behalf of the Association from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, or in the event of any loss resulting in the damage or destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit, so damaged or destroyed.

Section 2. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof or to see to the application of any payments of the proceeds of any policy by the Association the corporate trustee.

Section 3. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association: provide however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the unit shall be substantially the same prior to the damage or destruction.

Section 4. PARTITION: The Association shall have the right to levy assessments as a common expense in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction: provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority interests in each Unit.

Section 5. OTHER INSURANCE: The Association shall maintain as a common expense the following insurance coverages:

- (a) Public liability insurance covering the Association and the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association with limits of not less than \$500,000/person and \$1,000,000.00/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;
- (b) Workman's Compensation insurance to the extent necessary to comply with applicable law;
- (c) Indemnify, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;
- (d) Any other insurance coverage or additional protection, which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XII

DEVELOPER' RIGHTS

Until such time as the Developer has sold all of the Units in the condominium the Developer shall have the right to use any unsold Units and the common Areas as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open houses and the erecting of signs.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, 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, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. TERMINATION: This declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

Section 4. PERPETUITIES AND RESTRAINTS ON ALIENATIONS: If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: 1) the rule against perpetuities or some analogous statutory provisions 2) the rule restricting restraints on alienation or 3) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the now living lawful descendants of RONALD REGAN, President of the United States of America.

Section 5. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of seventy-five (75%) percent of the Units and thereafter signed by not less than seventy-five (75%) percent of the Unit Owners; provided however, that such amendment by the Developer alone shall not substantially alter any of the rights or obligations of the Owners and/or members.

No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Developer without the consent of all such mortgages or the Developer, as the case may be.

Section 7. DEVELOPMENT AGREEMENT: The Association shall comply with and be responsible for all requirements and/or provisions set forth in the Development Agreement between the Grove Investment Corporation and the City of Brookfield, dated May 5TH, 1988, and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on October 17th, 1988, on Reel 1051, Image 1185, as Document No. 1506004, which are set forth in said Development Agreement as being the responsibility of or affecting the rights of the Association.

Section 9. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process shall be Jonathan G. Spheeris, 311 E. Wisconsin Avenue, Oconomowoc, Wisconsin 53066. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Secretary of State of Wisconsin and with the Register of Deeds for Waukesha County, Wisconsin.

Section 9. 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.

Section 10. CAPTIONS: The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the Developer, THE GROVE INVESTMENT CORPORATION has caused this Declaration to be executed this 31 day of October, 1988.

THE GROVE INVESTMENT CORPORATION

By:

Jonathan G. Spherris
....., President

By:

Edward W. Hintz, Jr.
....., Secretary

STATE OF WISCONSIN)
WAUKESHA COUNTY)SS

Personally came before me this 31 day of October, 1988, the above named JONATHAN G. SPHEERIS, President and EDWARD W. HINTZ, JR., Secretary of THE GROVE INVESTMENT CORPORATION to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Barbara S. Howder
BARBARA S. HOWDER
Notary Public, State of Wisconsin
My Commission expires: 8-16-92

CONSENT OF MORTGAGEE

The undersigned, Shirley Schanen Gruen and Marie Jacque Schanen, being the present owners of that certain mortgage in the original principal sum of \$75,500.00, dated December 31, 1987 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, on January 6, 1988 in Reel 967, Image 468, as Document No. 1462729, and being the owners of that certain mortgage in the original principal sum of \$89,000.00, dated January 19, 1988 and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on February 4, 1988, in Reel 973, Image 378, as Document No. 1466172, hereby consent to the recording of the foregoing Condominium Declaration and to the Condominium Plat, a copy of which is attached hereto as Exhibit B.

Shirley Schanen Gruen
Shirley Schanen Gruen

William F. Schanen, III
Marie Jacque Schanen
By William F. Schanen, III, her
Attorney in Fact

CONSENT OF CITY OF BROOKFIELD

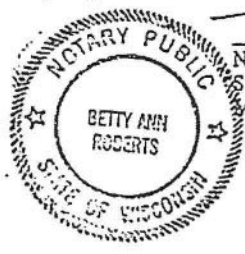
City of Brookfield hereby consents to the recording of the foregoing Declaration of Condominium and to the Condominium Plat, a copy of which is attached hereto as Exhibit B.

CITY OF BROOKFIELD

By: Kathryn C. Bloomberg
Gary L. Rasmussen

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

Personally came before me, this 27th day of October, 1988, the above named Kathryn C. Bloomberg, Mayor, and Gary L. Rasmussen, City Clerk, of the City of Brookfield, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Betty Ann Roberts
Notary Public, Waukesha County
State of Wisconsin
My Commission expires: 1-13-91

CONDOMINIUM LANDS DESCRIPTION:

That part of Parcel 1 of Certified Survey Map No. 5494, Document No. 1479207, in the SE 1/4 of the SE 1/4 of Section 14, Township 7 North, Range 20 East, in the City of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 14; thence S.88°-32'-12"W., along the South line of said SE 1/4 and centerline of North Avenue, 1185.84 feet to a point; thence N.01°-08'-59"W., 60.00 feet to a point on the North right-of-way line of North Avenue and the point of beginning of the hereinafter described lands; thence N.01°-08'-59"W., 600.00 feet to a point; thence N.12°-17'-30"W., 212.63 feet to a point; thence N.83°-22'-09"E., 5.00 feet to a point; thence N.06°-37'-51"W., 57.64 feet to a point; thence S.83°-22'-09"W., 5.00 feet to a point; thence N.01°-40'-50"W., 71.79 feet to a point on the North property line; thence N.88°-25'-47"E., 465.26 feet along the North property line to a meander pipe; said pipe lying S.88°-25'-47"W., 30 feet more or less from the edge of Underwood Creek and 37 feet more or less from the centerline of Underwood Creek; thence along a meander line on the following described courses: S.20°-00'-00"E., 140.00 feet to a meander point; thence S.08°-11'-00"E., 811.74 feet to the terminus of said meander line, said point being on the North right-of-way line of North Avenue; thence S.88°-32'-12"W., 562.63 feet along the North right-of-way line of North Avenue to the point of beginning. Also including all those lands lying between the above described meander line and the centerline of Underwood Creek.

CONDOMINIUM EXPANSION DESCRIPTION:

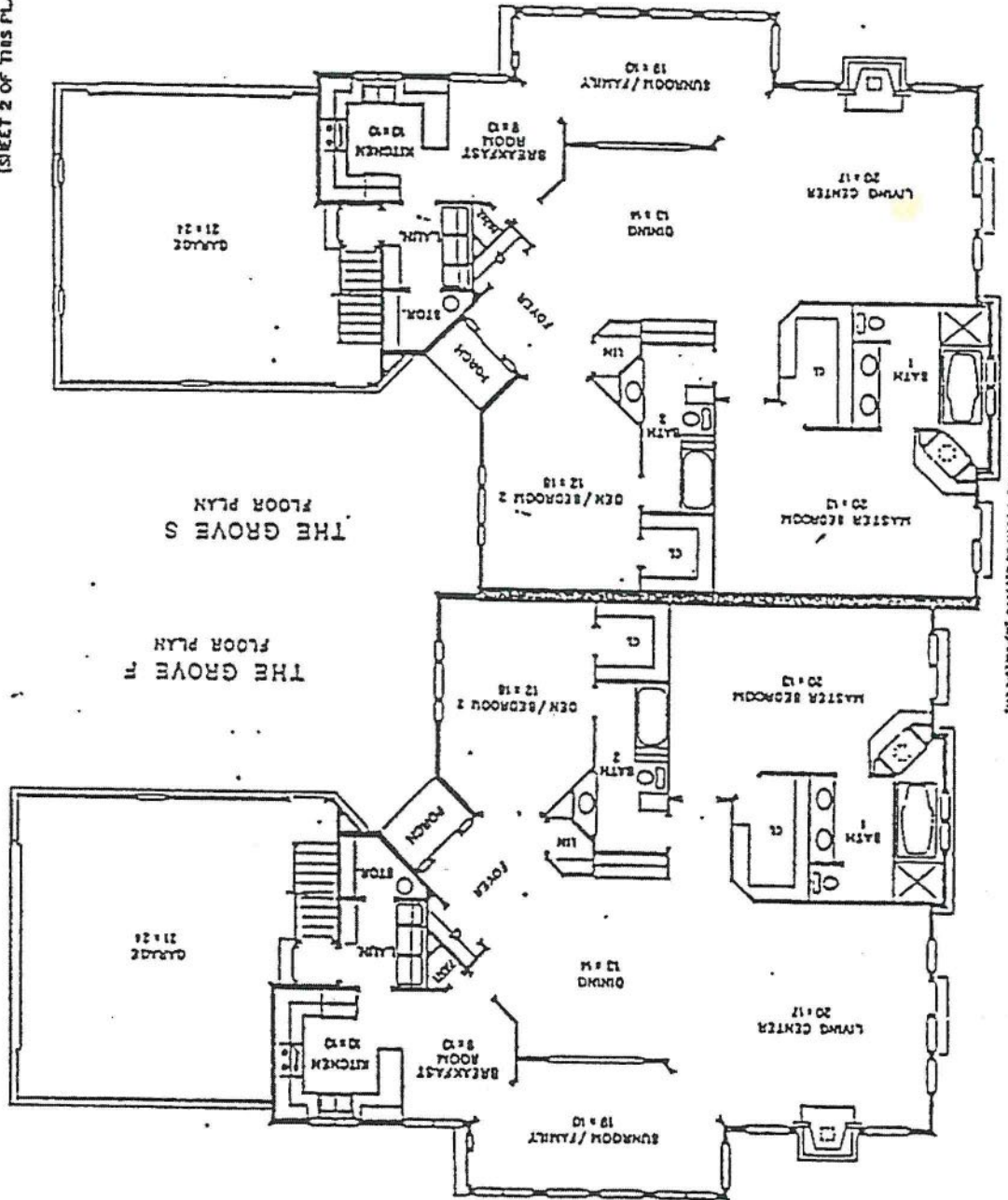
That part of Parcel 1 of Certified Survey Map No. 5494, Document No. 1479207, in the SE 1/4 of the SE 1/4 of Section 14, Township 7 North, Range 20 East, in the City of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Section 14; thence S.88°-32'-12"W., along the South line of said SE 1/4 and centerline of North Avenue, 1185.84 feet to a point; thence N.01°-08'-59"W., 60.00 feet to a point on the North right-of-way line of North Avenue; thence N.01°-08'-59"W., 600.00 feet to the point of beginning of the hereinafter described lands; thence N.12°-17'-30"W., 212.63 feet to a point; thence N.83°-22'-09"E., 5.00 feet to a point; thence N.06°-37'-51"W., 57.64 feet to a point; thence S.83°-22'-09"W., 5.00 feet to a point; thence N.01°-40'-50"W., 71.79 feet to a point on the North property line; thence S.88°-25'-47"W., 84.74 feet along the North property line to a point at the Northwest corner of the property, thence S.01°-08'-59"E., 337.88 feet along the West property line; thence N.88°-32'-12"E., 132.00 feet to the point of beginning.

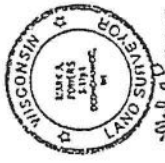
THE GROVE CONDOMINIUM TYPICAL FLOOR PLAN

THIS IS A FLOOR PLAN OF A TYPICAL BUILDING AND OF THE UNITS CONTAINED THEREIN. ACTUAL EXTERIOR UNIT BOUNDARIES FOR EACH UNIT ARE SHOWN ON THE FOUNDATION DETAIL SHEET (SHEET 2 OF THIS PLAN).

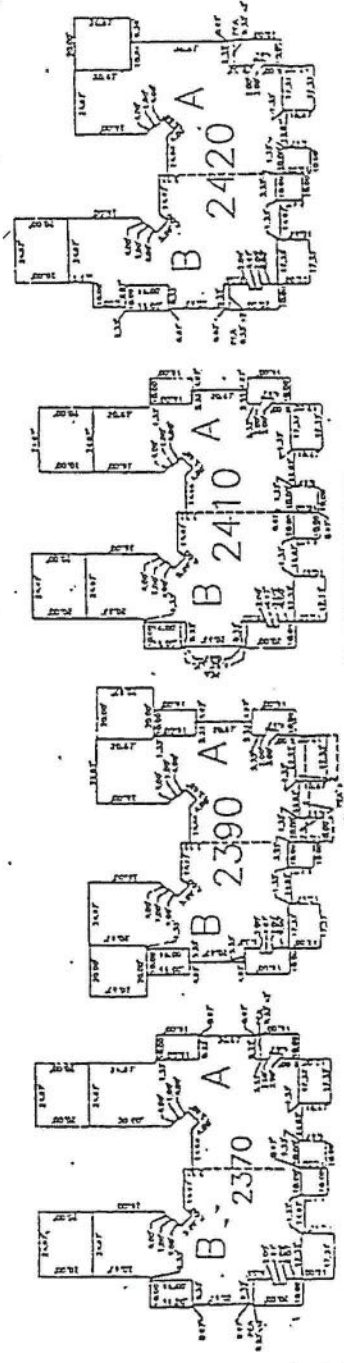
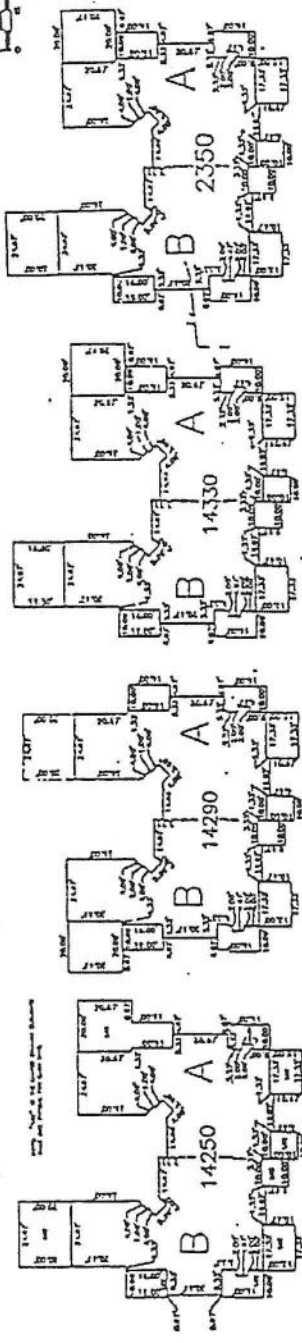
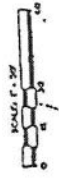
TYPICAL FLOOR PLAN PROVIDED BY THE ARCHITECT PALM SOLLIDWORKS.



67-V

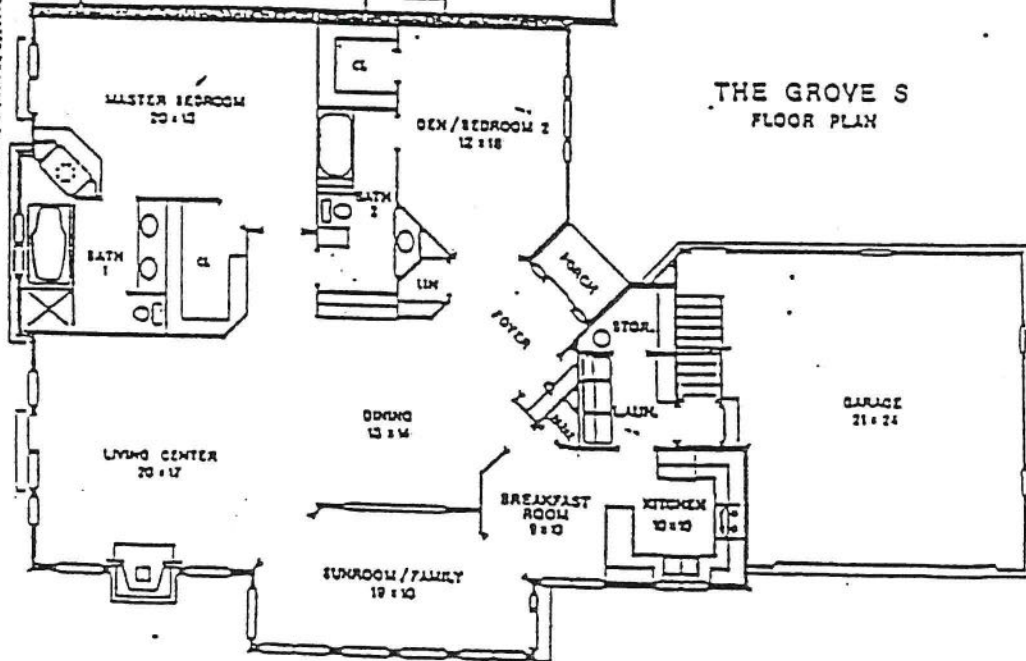
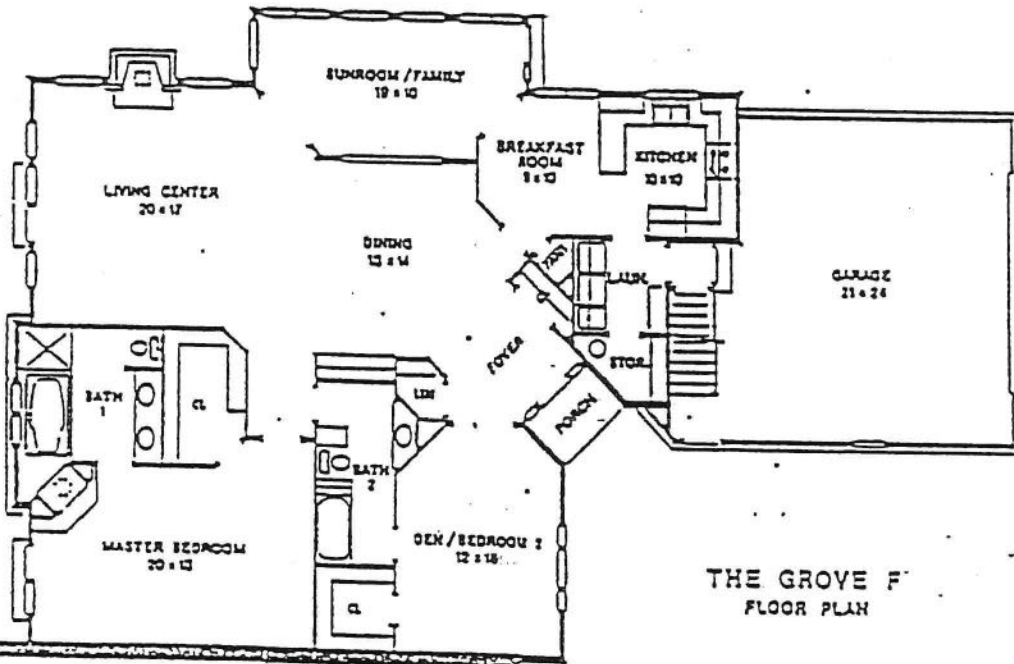


THE GROVE CONDOMINIUM FOUNDATION DETAIL SHEET



THIS SHEET IS PART OF A SET OF PLANS FOR THE GROVE CONDOMINIUM.

THE GROVE CONDOMINIUM TYPICAL FLOOR PLAN



THIS IS A FLOOR PLAN OF A TYPICAL BUILDING AND OF THE UNITS CONTAINED THEREIN. ACTUAL EXTERIOR UNIT BOUNDARIES FOR EACH UNIT ARE SHOWN ON THE FOUNDATION DETAIL, SHEET 1, SHEET 2 OF THIS PLAN.

TYPICAL FLOOR PLAN
PROPOSED BY
ARCHITECT FALON SCULLERSON

THIS FLOOR PLAN IS PART OF A SET OF PLANS

SHEET 3 OF 4

