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Name and Return Address

Condo Development, Inc.

Brian James

114 East Ravine Drive

Mequon, WI. 53092

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GRAFTON SQUARE CONDOMINIUM
GRAFTON, WISCONSIN

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DECLARATION**GRAFTON SQUARE CONDOMINIUM
GRAFTON, WI 53024**

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Condo Development, Inc., 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066 hereinafter referred to as "Declarant".

**ARTICLE I
GENERAL PROVISIONS**

Section 1.01 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Grafton Square Condominium Owners' Association, Inc. (the Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "Grafton Square Condominium" and its street address is 2101-2147 First Avenue, Grafton, Wisconsin 53024.

Section 1.03 - Description of Land. The land which is the subject of this Declaration is described as follows:

See attached Exhibit B

The land on which the condominium may be expanded is described as follows:

See attached Exhibit B

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Ozaukee County, a plat of survey entitled "Grafton Square Condominium" consisting of 5 sheets, certified on September 15, 2003 by David T. Bosshard, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.05 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the purpose of recording the actual location of any unit or building or other common element improvement which may deviate from the planned location as shown on the plat and for the purpose of reflecting the "as built" size and configuration of the units and buildings, and this may reduce the amount of common area. The Declarant further reserves the right to file amended condominium plat(s) reflecting changes in the types or configuration of buildings as long as all buildings contain no more than twenty four units each, and for the purpose of recording the location of units created by the Declarant pursuant to Article 14 of this Declaration.

Section 1.06 - Development Agreement. The development and use of the condominium property is subject to the PUD change approval of the Village Board on January 6, 2003 and the Village Plan Commission on December 17, 2002, along with all associated plans and documents approved by the Village.

**ARTICLE II
CONDOMINIUM BUILDING**

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Section 2.01 - Location of Buildings. The buildings are or will be located on the premises as depicted on the condominium plat.

Section 2.02 - Building Identification System. The buildings containing the condominium living units shall each be assigned a building number and a post office street address. The initial condominium building is as follows:

Building	Address
Building 1	2101 - 2147 First Avenue

Section 2.03 - Description of Buildings. There may be a total of two residential buildings in the condominium. The buildings are, or shall be, three-story structures of wood frame construction with composite roof material. The basement in each building contains 48 parking spaces and an Activity Room. Each building will be substantially the same in style and configuration. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

**ARTICLE III
CONDOMINIUM UNITS**

Section 3.01 - Number of Units. The condominium when completed will have a total of not more than 24 units. Additional units may be added by the Declarant in accordance with Article 14 of this Declaration.

Section 3.02 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

- (1) as to finished areas, by and including the interior surface materials (i.e., drywall, paneling tiling and floor covering) of the perimeter and internal structural walls, floors and ceilings; and
- (2) as to any unfinished areas (such as an attic), by the following:
 - (a) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling joists or the undersurface of the chords of the roof trusses, as the case may be;
 - (b) lower boundaries shall be the upper surface of the unfinished floor; and
 - (c) vertical boundaries shall be the interior surfaces of the unfinished perimeter and structural walls.

Each unit includes two inside parking spaces, screen enclosed balcony and the unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.05 of this Declaration.

Section 3.03 - Description of Units. Living area of unit, not including garage or den, is approximately 1400-1700 square feet. These square footages are based upon exterior dimensions

and include the screen enclosed balcony. Generally, each unit includes a living room, dining area, a kitchen, two bedrooms, den, two bathrooms, a utility room, and two inside car parking spaces.

Section 3.04 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, entry and interior doors, screen enclosed balcony, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor covering, plumbing fixtures and pipes, heating and air-conditioning systems, water heater, exhaust fans and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.05 - Unit Identification System. Each unit has a unit identification number and a street address as set forth in Exhibit A to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

Section 3.06 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within five (5) years of the date this Declaration is recorded. Units not completed within said five (5) years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.07 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.04 of this Declaration.

Section 3.08 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE IV COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

- (1) The land described in Section 1.03 of this Declaration.
- (2) The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, structural support systems, and exterior finish materials, including, but not limited to, exterior siding and trim, gutters and downspouts, roof shingles, air vents, windows, doors. Siding trim, drywall, windows, doors, and any other items located on porches shall be considered part of the condominium unit. Exterior air conditioning compressors and all related equipment and connections are part of the condominium unit. Painting and staining of interior and cleaning of interior and exterior of windows, and doors are the responsibility of the unit owners.

- (3) The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes; whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company.
- (4) The private driveway system.
- (5) The lawn and landscape areas and improvements.
- (6) The common hallways and corridors, stairs, elevator, Activity Room (including adjacent toilet), sidewalks and street terrace areas (including those on adjacent public rights-of-way), driveways, common storage rooms for bikes and other items, workshop room, entry lobby, and the drive aisles in the parking garage.
- (7) The common areas, if any, identified as such on the condominium plat together with all improvements, furnishings and fixtures provided therewith.
- (8) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/24 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article 14 of this Declaration.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V LIMITED COMMON ELEMENTS

Section 5.01 - Limited Common Elements. Certain of the common elements which are contiguous to a unit, or which are reserved for the exclusive use and benefit of the occupants of that unit, are classified as limited common elements and shall include, without limitation, the following:

- (1) Those common elements, if any, identified as limited common elements on the condominium plat.
- (2) The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes within or serving a unit.
- (3) The unit entry door, outside balcony and air conditioner pad.

- (4) the parking spaces within the parking garage;
- (5) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.02 - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units to which they appertain and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.01 - Common Elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.04 of this Declaration.

Section 6.02 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in a clean, attractive and sanitary condition. If, after notice from the Association, a unit owner fails to timely comply with this provision, the Association may take corrective measures and the cost thereof may be charged in accordance with Section 7.04 of this Declaration. The Association shall maintain, repair and replace if needed the front entry stoops, sidewalks, driveways, outside balcony and air conditioner pad. The Association will shovel the entry stoops and sidewalks and will plow the driveways. Any maintenance, repair and replacement of front entry stoops, sidewalks, driveways, outside balconies or air conditioner pads shall be subject to a charge-back in accordance with Section 7.04 of this Declaration.

Section 6.03 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.04 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the building or the safety of the property, or impair any easement or hereditament.

Section 6.05 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VII ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

- (1) all sums lawfully assessed against the unit owners by the Association;
- (2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;
- (3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant, may be accounted for separately and be charged to the unit owner responsible therefor as a special charge.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for corrective measures taken in accordance with Section 6.02 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of rules shall also be special charges.

Section 7.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

Section 7.07 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying

in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or un-predicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration. **Said percentage interest may change as provided in Section 14.2 of this Declaration upon expansion of the condominium.**

Section 7.09 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 - Liability for Assessments upon Conveyance.

- (1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.
- (2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.11 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's written request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.11 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments and charges, regular or special, levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Ozaukee County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

- (1) liens of general and special taxes;

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- (2) liens of a first mortgage recorded prior to the making of the assessment;
- (3) construction liens filed prior to the making of the assessment; and
- (4) all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens.

Section 7.13 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment 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 unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.15 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant, as a unit owner, shall not be liable for any annual or special assessment under this Article as to any unit which is not occupied, leased or sold by the Declarant except for the payment of a standby charge sufficient to cover the costs of Association insurance attributable to such unit plus \$10.00 per month, until such unit has been sold or leased. Such standby charge shall accrue as to each such unit from the date of the issuance of the occupancy permit for the unit. Declarant may perform services for the Association in lieu of the standby charge and/or the \$10 per month.

ARTICLE VIII COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. This condominium is designed and intended to meet the special housing needs of older persons in accordance with the Wisconsin Fair Housing Act as amended, Section 106.04 et seq., of the Wisconsin Statutes. At least 80% of all units within the condominium shall be occupied and used exclusively for single-family residential purposes by at least one person 55 years of age or older per dwelling unit, and 100% of units will permit no children under the age of 14. During the period in which initial sales of units by the Declarant are in progress and for a period of one year after all units are sold, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes,

including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.02 - Construction Activities. During the initial period of construction of the building and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said building and all common elements of the condominium as may be required in connection with such construction.

Section 8.03 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the initial sale of unsold units. The Association may grant written permission to place a "For Sale" sign in a window or on the front lawn. If there are too many requests during the same time period, the Association may arrange alternating sign usage so each owner gets to display a sign for one or two weeks each month, in order to help maintain property values.

Section 8.04 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be kept in an attractive condition consistent with an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.05 - Occupancy Restrictions. No more than four (4) persons may reside in or occupy any unit within the condominium.

Section 8.06 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.07 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles (including motorcycles) on the condominium without written Association approval, and all vehicles used by residents must be parked in garage when not in use for more than 30 minutes. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.08 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. Only guest parking is permitted in the outside parking areas. All motor vehicles must be licensed and operable.

Section 8.08 - Commercial and Recreation Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, Snowmobiles, motorized bikes, boats or boat trailers or other commercial or recreation-type vehicles, except as permitted by the Association rules and regulations.

Section 8.09 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 - Roof and Attic Structures. No owner or occupant shall place upon the roof or in the attic of a building any antenna, tower, solar collector or other similar device without written Association approval, which shall be specific as to location.

Section 8.12 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may thereafter lease the unit once during each 12-month period for a minimum of three consecutive months. The owner of a leased unit shall use the lease forms provided by the Association and must notify the Association of the tenant's name and telephone number and provide the Association a copy of the condominium rules and regulations signed by the tenant.

Section 8.13 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE IX REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit owner, tenant and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, the By-Laws or in the deed to the unit.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the buildings or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X INSURANCE

Section 10.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property [as defined in §703.02(14) of the Act] against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined

at least annually by the Board of Directors. In making its determination of coverage, the Board of Directors need not be restricted by the classifications established in Articles III and IV of this Declaration with regard to Association policy coverage. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.02 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 4.02 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.05 of this Declaration which is payable on a monthly basis.

Section 10.03 - Coverage. The Association shall provide the following types of insurance coverage:

- (1) **Property Insurance.** The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.
- (2) **Liability Insurance.** Public liability and officers and directors liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.
- (3) **Workers Compensation.** Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.
- (4) **Other Insurance.** The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.04 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagee shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and following items:

- (1) The personal contents of the resident which are not attached to the Unit and/or are stored elsewhere in the Condominium. This includes, but is not limited to, wall

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hangings, furnishings, clothing, collectibles, vehicles and unattached flooring, appliances and other personal items.

- (2) The public liability coverage to the extent not insured by the liability insurance carried by the Association for all of Unit Owners pursuant to Section 10.03 hereof.
- (3) Additions and improvements to Owner Unit that have increased value beyond the amount of the Association policy coverage on each individual unit structure, which is an optional "Loss Assessment" endorsement.
- (4) The deductible portion of the Association Insurance Policy that applies to "Unit Fixtures" as described in Section 3.04, will be paid by the Owner(s) of the Unit(s) having damage. Therefore, Condo Owners should consider having their unit policy include payment of the Association Insurance deductible on "Unit Fixtures". It may be standard coverage or covered under "Loss Assessment" endorsement which is extra coverage. If the loss is less than the deductible, no claim will be filed on the Association Policy and as a result, Owner(s) of Unit(s) having damage will either pay the contractor(s) or the Association for repairs made.
- (5) The Association shall be responsible for all other insurance covering the condominium property including "Unit Fixtures" as described in Section 3.04 hereof.

Section 10.06 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI RECONSTRUCTION

Section 11.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75 %) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.02 - Variances. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, 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 buildings shall be substantially the same as prior to damage or destruction.

Section 11.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

**ARTICLE XII
ASSOCIATION OF UNIT OWNERS**

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Section 12.01 - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners. The Association shall be known as the "Grafton Square Condominium Owners' Association, Inc." (the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association shall be appurtenant to and not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

- (1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;
- (2) employ and dismiss employees and agents;
- (3) sue on behalf of the unit owners;
- (4) make contracts and incur liabilities;
- (5) cause additional improvements to be made as a part of the common elements;
- (6) grant easements through or over the common elements;
- (7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;
- (8) enforce the obligation of unit owners to maintain and repair limited common elements;
- (9) 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;
- (10) obtain and pay for legal and accounting services necessary or desirable in connection with operation of the common elements or the administration of this Declaration;
- (11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;

- (12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;
- (13) contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;
- (14) manage and care for any special facilities deemed appropriate by the Association aimed to meet the special needs of older persons;
- (15) contract for services designed to meet the needs of older persons, including, but not limited to transportation services, health maintenance services, entertainment services, catering, etc.; and
- (16) exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.04 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

- (1) The Association shall maintain a current roster of names and addresses of every unit owner to which notice of the meetings of the Association shall be sent.
- (2) Every unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.
- (3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

Section 12.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration, the Articles of Incorporation or the By-Laws to the Association or to its officers, for a period ending ten (10) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interests to purchasers, whichever shall first occur. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws.

Section 12.06 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

**ARTICLE XIII
EASEMENTS AND ENCROACHMENTS**

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Section 13.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 13.02 - Easements to Run With the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, his successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

**ARTICLE XIV
EXPANSION OF CONDOMINIUM**

Section 14.01 - Right to Expand. Declarant expressly reserves for the Declarant and Declarant's successors and assigns the right to expand the condominium at any time within the period commencing on the date of the recording of this Declaration and expiring on the tenth (10th) anniversary of the date of the recording of this Declaration. Such expansion may take place in one or more phases to create not more than a total of 48 units under this Declaration.

Section 14.02 - Change in Fractional Interest of Unit Owners. In the event of expansion, the fractional or percentage interest in the common elements of the condominium appurtenant to each unit (whether initial or new) following the expansion shall be that fraction using the number "1" as the numerator and the total number of declared units as the denominator. Changes in percentage interests shall become effective upon recording the expansion amendment, and shall supersede for all purposes the percentage interest stated in Section 4.02 of this Declaration.

Section 14.03 - Procedures for Expansion. The right to expand the condominium may be exercised by recording amendments to this Declaration and an addendum to the condominium plat. Such amendments shall not require the approval of unit owners and their mortgagees as otherwise required for amendments under Section 16.07 of this Declaration. The amendment to the Declaration shall set forth the new percentage interests of the unit owners, the number of votes appurtenant to each unit following the expansion of the condominium and such other provisions as may be appropriate to the expansion. The addendum to the condominium plat shall, with respect

to the expansion property, buildings and units, include the detail and information required for an original condominium plat.

Section 14.04 - Restrictions and Conditions Applicable to Additional Units. The additional buildings and units authorized by this Article shall be constructed on the property described in Section 1.3 of this Declaration and in a manner which is comparable in style and nature to the buildings and units in the initial stage. The units constructed after the initial stage, and their owners and occupants, shall be subject to: (i) the restrictions, covenants and conditions of this Declaration, the Articles of Incorporation, (ii) the By-Laws and (iii) the rules and regulations from time to time adopted by the Association in accordance with the By-Laws.

Section 14.05 - Effect Upon Unit Owners and Mortgagees. Upon the recording of expansion amendments to the Declaration and the plat, each unit owner, by operation of law, has the percentage interest in the common elements, the liabilities for common expenses, the rights to common surpluses and shall have the number of votes set forth in the amendment to the Declaration. Following any expansion, the interest of any mortgagee shall, by operation of law, attach to the new percentage interest in the common elements appurtenant to the unit on which the mortgagee has a lien.

Section 14.06 - Consent of Unit Owners and Power of Attorney. Each owner of a unit and each assignee or successor with respect to such unit shall, by acceptance of a deed to any unit, be deemed to agree, approve and consent to any such expansion or series of expansions, or to any part thereof, and to such adjustment in the percentage of interest in the common elements, the liabilities for common expenses and the rights to common surplus which appertain to each unit and its owner; and shall be deemed to grant to Declarant, and the Declarant's 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 such expansion(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 14.07 - Expansion Not Required. Nothing contained herein shall be construed so as to create any obligation on behalf of Declarant or Declarant's successors and assigns to undertake the construction of additional buildings and units or to proceed with respect to any expansion; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such expansion.

ARTICLE XV SPECIAL ADMINISTRATIVE PROVISIONS

Section 15.01 - Transfer Fee to Association. Every grantee of a unit, other than a grantee of the Declarant, shall, within 10 days of the purchase of a unit, pay to the Association a transfer administration fee (in the amount determined from time to time by the Association Board of Directors) to defray the record keeping costs incurred by the Association in connection with such transfer. Initially the fee shall be \$50 per transfer.

Section 15.02 - Declarant's Right of First Refusal. During the period of Declarant control, as set forth in Section 12.05 of this Declaration, the Declarant shall have a right of first refusal with respect to the purchase of any unit being sold by the owner thereof to any person other than a spouse, parent or child of the owner. Such right of first refusal shall, if not exercised by Declarant, automatically expire at 5:00 P.M. on the tenth calendar day following receipt by the Declarant of a copy of the unit owners executed contract for sale. Declarant's exercise of the right of first refusal requires Declarant to purchase the unit for the same price and upon the same terms and conditions set forth in the selling unit owners contract for sale.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

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Section 16.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 16.02 - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 16.03 - Covenants to Run With Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person interest or estate in said land or any unit thereon, benefit of such unit owner in like manner as though Declaration were recited and stipulated at length in conveyance or instrument of title.

Section 16.04 - Non-Waiver of Provisions. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 16.05 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or in the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) shall be asserted by any unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused.

Section 16.06 - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and taxes in the same manner as any other parcel of real estate.

Section 16.07 - Amendment of Declaration.

- (1) This Declaration may be amended with the written consent of at least two-thirds ($\frac{2}{3}$) of the unit owners. Unit owners' written consent is not effective unless it is approved by the mortgagee of the unit, if any. Any amendments to Article III and Section 8.01 also require Village of Grafton Board approval.
- (2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Ozaukee County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

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Section 16.08 - Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 16.09 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 16.10 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be Greg James, 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State, the Register of Deeds of Ozaukee County and the Clerk of the Village of Grafton

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 10th of November, 2003.

CONDO DEVELOPMENT, INC.

By:

Greg A. James
Greg A. James, President

By:

Karen James
Karen James, Secretary

STATE OF WISCONSIN)

SS.

COUNTY OF WAUKESHA)

Personally came before me this 10 day of November, 2003, the above named Greg A. James and Karen James, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia A. Kohlmann
Patricia A. Kohlmann (print or type name)
Notary Public, Waukesha Co., Wis.
My Commission July 17, 2005



This instrument was drafted by:

Atty. Jack A. Enea of
SCHLOEMER, ALDERSON, SPELLA & MUEHLBAUER & ENEA, S.C.
Corner of Sixth & Hickory, West Bend, WI 53095

EXHIBIT A

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BUILDING	UNIT	STREET ADDRESS
1	101	2109 First Avenue
1	102	2115 First Avenue
1	103	2113 First Avenue
1	104	2111 First Avenue
1	105	2105 First Avenue
1	106	2103 First Avenue
1	107	2101 First Avenue
1	108	2107 First Avenue
1	201	2125 First Avenue
1	202	2131 First Avenue
1	203	2129 First Avenue
1	204	2127 First Avenue
1	205	2121 First Avenue
1	206	2119 First Avenue
1	207	2117 First Avenue
1	208	2123 First Avenue
1	301	2141 First Avenue
1	302	2147 First Avenue
1	303	2145 First Avenue
1	304	2143 First Avenue
1	305	2137 First Avenue
1	306	2135 First Avenue
1	307	2133 First Avenue
1	308	2139 First Avenue

EXHIBIT B

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Legal Description for Phase I:

Being a part of Lot 1 CSM 2747, located in the NE $\frac{1}{4}$ of Section 26, Township 10 North, Range 21 East, Village of Grafton, Ozaukee County, more particularly bounded and described as follows:

Beginning at the NE corner of said Lot 1 and a point of intersection of Chateau Drive and First Avenue Right of Way lines; thence S $01^{\circ} 20' 20''$ E, 104.84 feet along said westerly ROW line of First Avenue; thence S $01^{\circ} 17' 05''$ E, 218.05 feet along said westerly ROW line of First Avenue; thence S $88^{\circ} 39' 40''$ W, 235.31 feet; thence N $01^{\circ} 20' 20''$ W, 322.89 feet; thence N $88^{\circ} 39' 40''$ E, 235.52 feet along said southerly ROW line of Chateau Drive and to the point of beginning. Said lands contain 76,025 square feet (1.75 acres).

Legal Description of Expansion Lands:

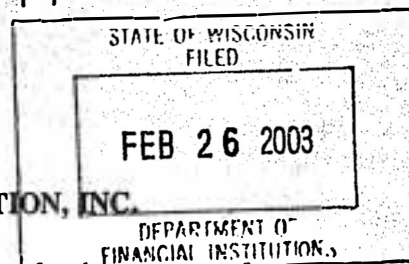
Being all of Lot 1 CSM 2747, located in the NE $\frac{1}{4}$ of Section 26, Township 10 North, Range 21 East, Village of Grafton, Ozaukee County. Excepting therefrom Phase I.

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THIS DOCUMENT SHALL BE RECORDED IN THE
FOLLOWING COUNTY: OZAUKEE COUNTY

RECEIVED - DEPT. OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

**ARTICLES OF INCORPORATION
OF**



2003 FEB 19 AM 9:15
GRAFTON SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC.

The undersigned natural person more than eighteen (18) years of age, for the purpose of organizing a corporation under the provisions and subject to the requirements of Chapter 181, Wisconsin Statutes, known as the "Wisconsin Non-Stock Corporation Law", does sign and acknowledge Articles of Incorporation, as follows:

ARTICLE 1. NAME. The name of the corporation is Grafton Square Condominium Owners' Association, Inc.

ARTICLE 2. EXISTENCE. The period of existence shall be perpetual.

ARTICLE 3. PURPOSES. The corporation is organized to run, operate, administer, control and manage the affairs of the condominium unit owners including but not limited to adopting budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners; employ and dismiss employees and agents; sue on behalf of the unit owners; enter into contracts and incur liabilities; cause improvements to be made as a part of the common elements; grant easements through or over the common elements; grant or withhold approval of any action by a unit owner to change the exterior appearance of any condominium building; obtain and pay for the services of any person or entity to manage its affairs; obtain and pay for legal, accounting and such other services necessary or desirable in connection with the operation and administration of the condominium; acquire and hold for the use and benefit of all the unit owners tangible and intangible personal property and real property and dispose of the same; establish reasonable rules and regulations governing the use of the units and the common elements; contact for garbage and trash collection, snow and ice removal lawn and landscaping care, common area maintenance and other common services; and, exercise all other powers set forth in Declaration of Condominium, Condominium Ownership Act of the State of Wisconsin, and By-Laws for the purposes managing, operating and running the Condominium.

ARTICLE 4. MEMBERS. The corporation shall have members.

ARTICLE 5. MEMBERSHIP CLASSIFICATION. The corporation shall have one class of members. Each owner of a unit in the Grafton Square Condominium, including the Declarant, shall be a member of the corporation. Only owners of units in the Grafton Square Condominium shall be members of the corporation.

ARTICLE 6. DIRECTORS. The directors of the corporation shall be elected by majority vote of the members of the corporation at the annual meeting unless a different method of election is set forth in the Bylaws.

ARTICLE 7. REGISTERED AGENT. The name of the initial registered agent of the corporation is Greg A. James.

ARTICLE 8. ADDRESS. The initial registered address of the corporation is 318 North Lake Road - No. 101, Oconomowoc, WI 53066.

WI - DFI CORP
FILE ID#

6033225

ARTICLE 9. LOCATION OF PRINCIPAL OFFICE. The mailing address and county of the principal office of the corporation is 318 North Lake Road - No. 101, Oconomowoc, Waukesha County, WI 53066.

U 1 8 3 9 P 1 4 4 5

ARTICLE 10. NUMBER OF DIRECTORS. The initial number of directors shall be three. The manner of election of the directors will be fixed by the by-laws of the corporation. The number of directors may be amended by an amendment to these Articles or as further provided for in the by-laws provided the number of directors shall not be less than the minimum required number of directors as set forth in Chapter 181, Wisconsin Statutes.

ARTICLE 11. NAMES AND ADDRESSES OF INITIAL DIRECTORS. The names and addresses of the initial board of directors of the corporation are:

Greg A. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Bradley H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Brian H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066

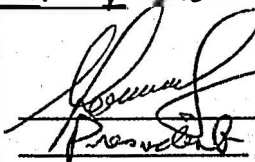
ARTICLE 12. RECORDS. The corporation shall keep records that show and reflect each member's rights and interests in any funds which the corporation retains.

ARTICLE 13. LIQUIDATION. Upon the liquidation and/or dissolution of the corporation, the remaining property and assets shall be distributed to all who are members of the corporation at the time of the liquidation and/or dissolution, based upon their membership interest.

ARTICLE 14. AMENDMENT. These Articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 15. INCORPORATOR. The name and address of the incorporator is Greg A. James and his address is 318 North Lake Road - No. 101, Oconomowoc, WI 53066

EXECUTED in duplicate this 18th day of February 2003

 Greg A James

STATE OF WISCONSIN)

SS.

WAUKESHA COUNTY)

Personally came before me this 18 day of Feb 2003, the above named Greg A James to me known to be the person who executed the foregoing instrument and acknowledged the same.

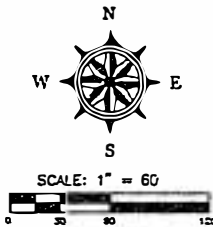
Deane Chadwick
Deane Chadwick (print or type name)
 Notary Public, Waukesha Co., WI
 My commission expires 9/21/2003

Drafted by Atty. Jack A. Enea
 Schloemer, Alderson, Spella & Muehlbauer & Enea, S.C.
 101 South 6th Avenue
 West Bend, WI 53095

U1839P446

SURVEYOR
DAVID T. BOSSHARD, RLS 2841
WELCH HANSON ASSOCIATES
A DIVISION OF YAGGY COLBY ASSOCIATES
356 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WISCONSIN 53018

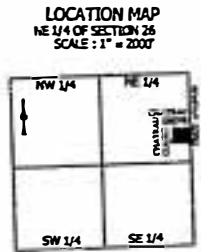
OWNER/DECLARANT
CONDO DEVELOPMENT, INC.
318 N. LAKE DRIVE #101
OCONOMOWOC WI 53066



CONDOMINIUM PLAT OF **GRAFTON SQUARE CONDOMINIUM**

BEING ALL OF LOT 1 OF C.S.M. 2747, RECORDED IN THE OZAUKEE COUNTY REGISTER OF DEEDS
OFFICE ON DECEMBER 22, 1994 IN VOLUME 19 OF CERTIFIED SURVEY MAPS ON PAGE 370 AS
DOCUMENT NO. 531831, AND LOCATED IN THE NE 1/4 OF SECTION 26, T.10N., R.21E., VILLAGE OF
GRAFTON, OZAUKEE COUNTY, WISCONSIN.

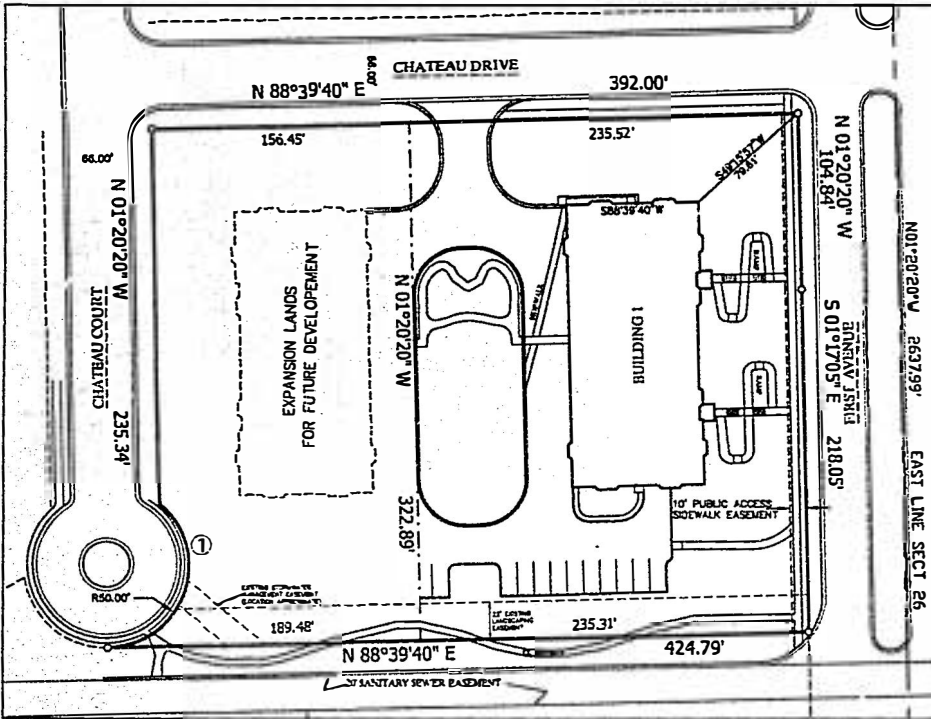
- NOTES:**
1. DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'
 2. ANGLES ARE COMPUTED TO THE NEAREST 00'00"00.5" AND MEASURED TO THE NEAREST 00'00"00.5"
 3. SEE SHEET 2 - 5 FOR BUILDING FLOORPLANS AND DIMENSIONS
 4. PUBLIC ACCESS IS GRANTED TO THE STORMCEPTER AND MAINTENANCE OF THE POND.



BUILDING/UNIT NUMBER DETAIL N.T.S.

306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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- ① Chord: 93.57'
Course: N 19°18'37" E
Arc Length: 121.04'
Radius: 50.00'
Delta: 138°41'56"



LEGEND ○ 1" IRON PIPE FOUND

THE LIMITED COMMON ELEMENTS CONSIST OF THE BALCONY, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND TWO PARKING STALLS CONTAINED WITHIN THE LOWER LEVEL PARKING AREA.

LIMITED COMMON ELEMENT = [Hatched Box]

LEGAL DESCRIPTION PHASE 1:

Being a part of Lot 1 CSM 2747, located in the NE 1/4 of Section 26, Township 10 North, Range 21 East, Village of Grafton, Ozaukee County, more particularly bounded and described as follows:

Beginning at the NE corner of said Lot 1 and a point of intersection of Chateau Drive and First Avenue Right of Way line; thence S.01°20'20"E., 104.84 feet along said westerly ROW line of First Avenue; thence S.01°17'05"E., 218.05 feet along said westerly ROW line of First Avenue; thence S.88°39'40"W., 235.31 feet; thence N.01°20'20"W., 322.89 feet; thence N.88°39'40"E., 235.52 feet along said southerly ROW line of Chateau Drive and to the point of beginning. Said lands contain 76,025+/- square feet (1.75 acres).

LEGAL DESCRIPTION OF EXPANSION LANDS:

Being all of Lot 1 CSM 2747, located in the NE 1/4 of Section 26, Township 10 North, Range 21 East, Village of Grafton, Ozaukee County. Excepting therefrom Phase 1.

VILLAGE OF GRAFTON PLAN COMMISSION APPROVAL:

APPROVED by the Village of Grafton Plan Commission on 26 day of September, 2003
[Signature]
Jim Brunneke, Chairman

SURVEYOR'S CERTIFICATE:

I, David T. Boshard, do hereby certify that the Condominium Plat of GRAFTON SQUARE CONDOMINIUM, consisting of five sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the limited common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible structures.

Dated this 15 day of September, 2003

[Signature]
DAVID T. BOSSHARD, RLS. # 2841

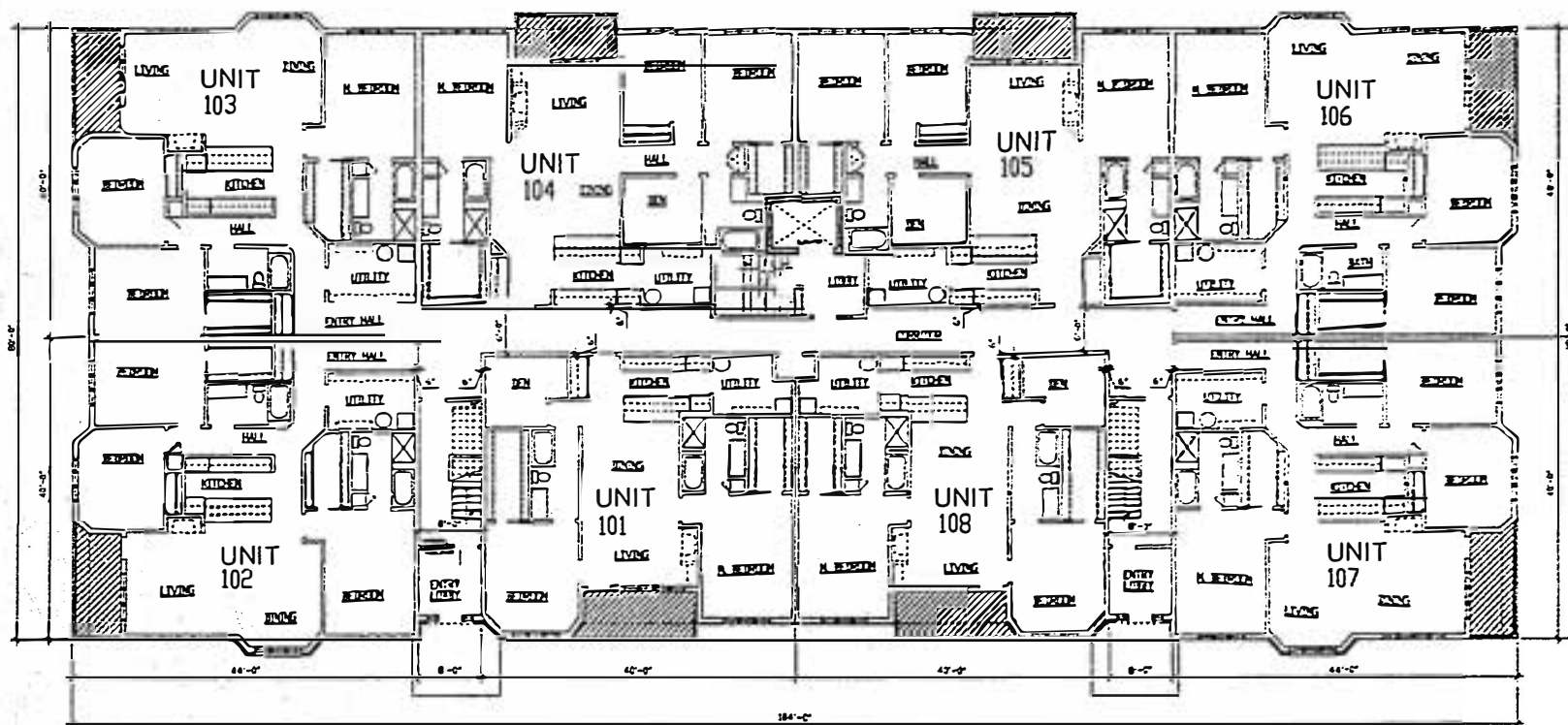
U1839P447

SURVEYOR
DAVID T. BOSCHARD, RLS 2641
WELCH HANSON & ASSOCIATES
A DIVISION OF YAGGY COLBY ASSOCIATES
356 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WISCONSIN 53018

OWNER/DECLARANT
CONDO DEVELOPMENT, INC.
318 N. LAKE DRIVE #101
OCONOMITOC WI 53086

CONDOMINIUM PLAT OF **GRAFTON SQUARE CONDOMINIUM**

BEING ALL OF LOT 1 OF C.S.M. 2747, RECORDED IN THE OZAUKEE COUNTY REGISTER OF DEEDS OFFICE ON DECEMBER 22, 1994 IN VOLUME 19 OF CERTIFIED SURVEY MAPS ON PAGE 370 AS DOCUMENT NO. 531831, AND LOCATED IN THE NE 1/4 OF SECTION 26, T.10N., R.21E., VILLAGE OF GRAFTON, OZAUKEE COUNTY, WISCONSIN.



FIRST FLOOR PLAN

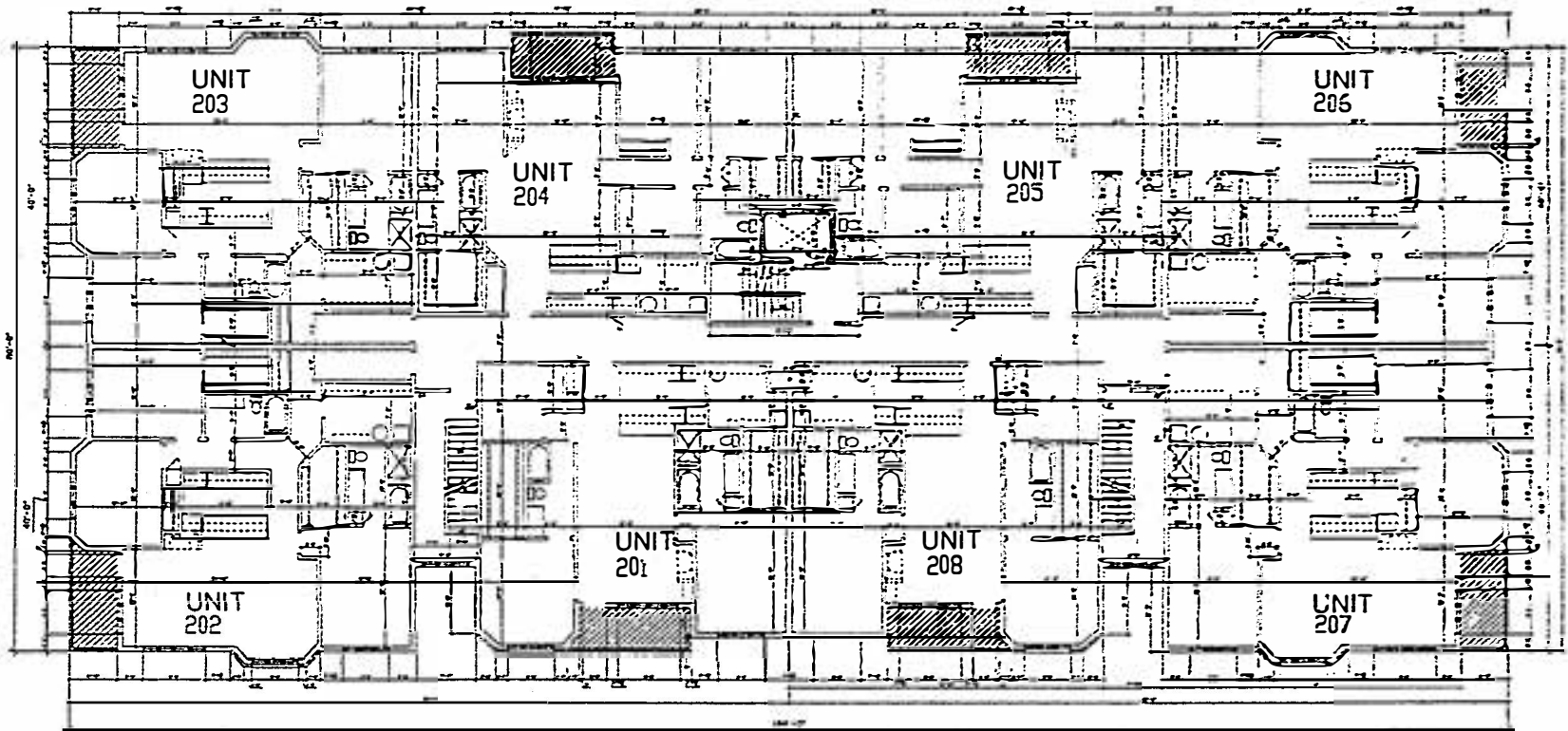


CONDOMINIUM PLAT OF **GRAFTON SQUARE CONDOMINIUM**

BEING ALL OF LOT 1 OF C.S.M. 2747, RECORDED IN THE OZaukee COUNTY REGISTER OF DEEDS OFFICE ON DECEMBER 22, 1994 IN VOLUME 19 OF CERTIFIED SURVEY MAPS ON PAGE 370 AS DOCUMENT NO. 531831, AND LOCATED IN THE NE 1/4 OF SECTION 26, T.10N., R.21E., VILLAGE OF GRAFTON, OZaukee COUNTY, WISCONSIN.

SURVEYOR
 DAVID T. BOSCHARD, RLS 2641
 WELCH HANSON & ASSOCIATES
 A DIVISION OF YAGGY COLBY ASSOCIATES
 355 AUSTIN CIRCLE, SUITE 100
 DELAWARE, WISCONSIN 53018

OWNER/DECLARANT
 CONDO DEVELOPMENT, INC.
 318 N. LAKE DRIVE #101
 OGDONOVOC WI 53066



SECOND FLOOR PLAN



REFERENCE TO SHEET 1

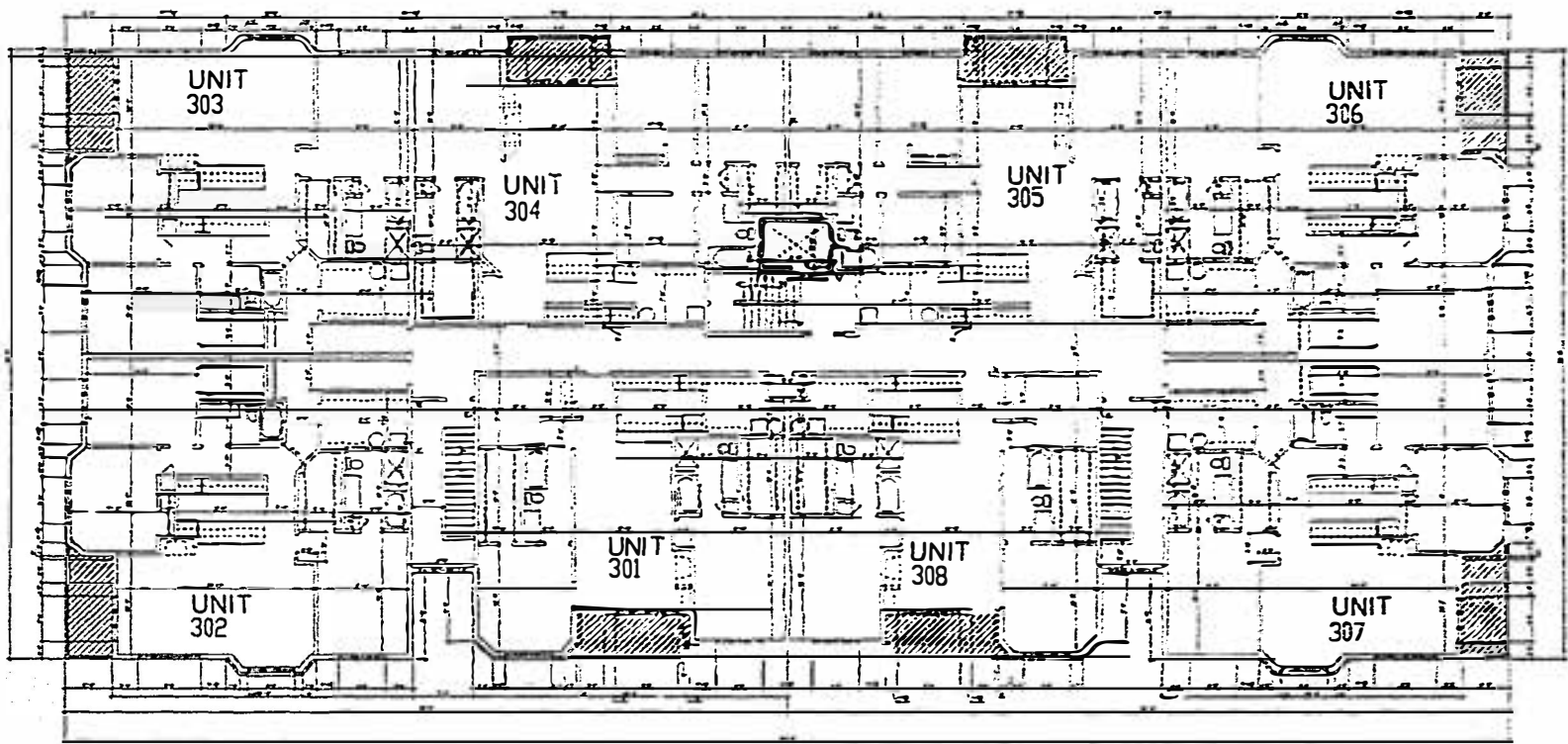
V1839P448

V1839P449

SURVEYOR
DAVID T. BOSSHARD, RLS 2541
WELCH HANSON & ASSOCIATES
A DIVISION OF YAGGY COLEY ASSOCIATES
355 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WISCONSIN 53018

OWNER/DECLARANT
CONDO DEVELOPMENT, INC.
318 N. LAKE DRIVE #101
OCONOMOWOC WI 53066

CONDOMINIUM PLAT OF
GRAFTON SQUARE CONDOMINIUM
BEING ALL OF LOT 1 OF C.S.M. 2747, RECORDED IN THE OZAUKEE COUNTY REGISTER OF
DEEDS OFFICE ON DECEMBER 22, 1994 IN VOLUME 19 OF CERTIFIED SURVEY MAPS ON
PAGE 370 AS DOCUMENT NO. 531831, AND LOCATED IN THE NE 1/4 OF SECTION 126, T.104N,
R.21E., VILLAGE OF GRAFTON, OZAUKEE COUNTY, WISCONSIN.



THIRD FLOOR PLAN



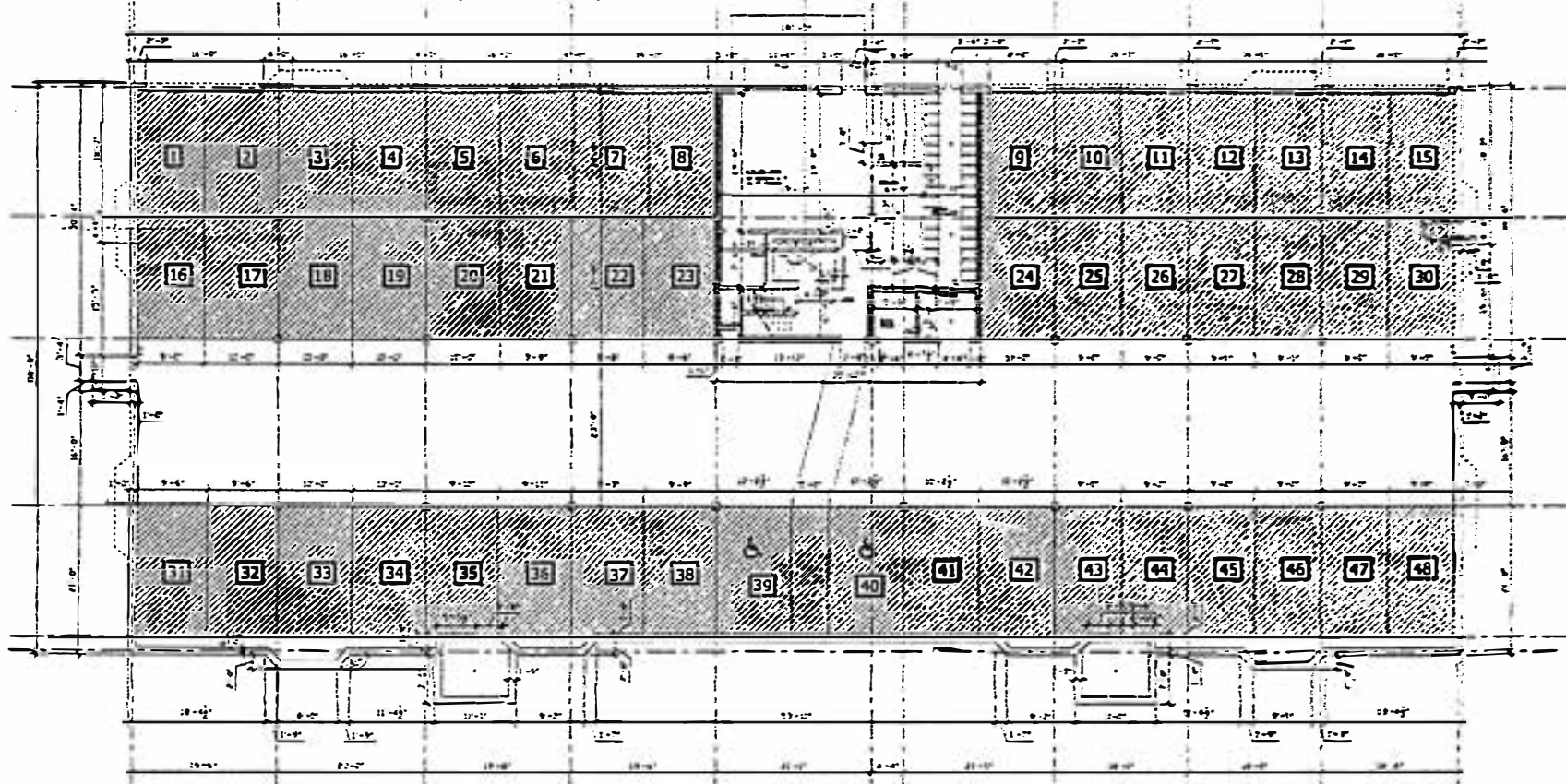
V1839P450

CONDOMINIUM PLAT OF GRAFTON SQUARE CONDOMINIUM

BEING ALL OF LOT 1 OF C.S.M. 2747, RECORDED IN THE OZAUKEE COUNTY REGISTER OF DEEDS OFFICE ON DECEMBER 22, 1994 IN VOLUME 19 OF CERTIFIED SURVEY MAPS ON PAGE 370 AS DOCUMENT NO. 531831, AND LOCATED IN THE NE 1/4 OF SECTION 26, T.10N., R.21E., VILLAGE OF GRAFTON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR
DAVID T. BERGMAN, PLS 2841
VLCB BLVD & ASSOCIATES
A DIVISION OF VACCO COUNTY ASSOCIATES
365 AUSTIN CIRCLE, SUITE 100
DELAWARE, WISCONSIN 53538

OWNER/DEVELOPER
GRAND DEVELOPMENT, INC.
219 N. LAKE DRIVE #121
DELAWARE, WISCONSIN



LOWER LEVEL FLOOR PLAN



REFERENCE TO SHEET