

to the Individual Grounds shall be the Exclusive property of the Unit Owner.

4.02 No partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any status.

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

5.02 Use of the Common Elements: Subject to the provisions of Section 5.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Directors shall have the authority to lease or rent or grant licenses or concessions with respect to the storage areas, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board. The reference to storage areas shall not be deemed to include Storage Buildings as defined in this Declaration.

5.03 Maintenance of Common Elements: Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall

be in the same ratio as his percentage interest in the Common Elements as set forth in Exhibit "B". Payment thereof shall be in such amount and at such times as maybe provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act. DEVELOPER shall pay the proportionate share of Common Expenses allocated to those unsold Units which DEVELOPER has determined are substantially completed, there being no assessment due on vacant or incomplete Units. To the extent that any of the facilities servicing the development (such as roadways and trailways) also service areas not made a part of this condominium, Common Expenses shall be apportioned by the Board among the respective areas so serviced, as determined by the Board, and such apportioned amounts shall be added to and treated as Common Expenses within each area. It is the intent of this provision to provide for the payment by DEVELOPER of those costs attributable to the additional areas not submitted to this Declaration prior to submission thereto or in the event of alternate use thereof by the DEVELOPER, its successor, or assigns. No use by DEVELOPER shall be for a use detrimental to or materially different from the use being made of lands within the Condominium. The DEVELOPER shall not be assessed maintenance assessments for those Units owned by DEVELOPER that are used exclusively as Model Units until such time as the use of same is converted from that of a Model Unit for display and sales promotional purposes to that of a Unit for residential or other use herein provided.

5.04 Easements:

(a) Encroachments: In the event that, by reason of the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be; 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 wilful conduct of said Owner or Owners. Included herein shall be an encroachment upon Individual Grounds.

(b) Easements for Utilities: The State Long Distance Telephone Company, Elkhorn Light and Water Commission, Wisconsin Southern Gas Company, all easements of record, and all other public utilities, their successors and assigns, serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other

equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The DEVELOPER prior to the creation of the Board and the Board thereafter may hereafter grant other or additional temporary or permanent easements for utility or other purposes including development of the additional lands hereinbefore described over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the DEVELOPER prior to the creation of the Board and the Board thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the common area and facilities, whether or not such walls lie in whole or in part within the boundaries of Individual Grounds:

(c) Easements to Run with the Land: All easements and rights described herein including easements for the benefit of Unit Owners in Easttown Manor Condominium, are easements appurtenant, running with the land perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or Development Parcel, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

(e) Easement for Additional Development: DEVELOPER, its successors or assigns, reserves an easement over the roadways in common areas of the Condominium for the purpose of ingress and egress to lands on which DEVELOPER its successor or assigns, may engage in the development of additional areas located on the real estate contiguous to or in the area of the Condominium. The easement so reserved for ingress and egress shall also extend to and for the benefit of the owners, guests, occupants and other users of said additional lands in contiguous or nearby areas for which such roadways provide access. This easement for ingress and egress