JADE GARDENS OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

DISCLOSURE MATERIALS

FOR

JADE GARDENS

A CONDOMINIUM

UNIT NO._____

7801-7869 North 60th Street
Milwaukee, Wisconsin 53223

THE DECLARANT IS

TOWNE REALTY, INC.
105 West Michigan Street
Milwaukee, Wisconsin 53203

DECLARANT'S AGENT IS:

James B. Young
105 West Michigan Street
Milwaukee, Wisconsin 53203

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

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

1. Declaration. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 1.

2. Exhibits, Floor Plan and Map. The Declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are a part of the condominium. The exhibits, floor plan and map begin on page 12 in the following order:

   Exhibit A, Exhibit B-1, Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5, Exhibit C-6

3. By-Laws. The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The By-Laws begin on page 22.

4. Articles of Incorporation. The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 45.

DECLARATION FOR JADE GARDENS

A CONDOMINIUM

The attached Declaration has been retyped. Any revisions made after the inception of the Declaration to July 1995 are included. Any future revisions will reflect that specific time (I.E. DD/MM/YY).

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A CONDOMINIUM

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DECLARATION FOR

JADE GARDENS

A CONDOMINIUM

7801-7869 North 60th Street
Milwaukee, Wisconsin

This Declaration is made under the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by Towne Realty, Inc., a Corporation organized under the laws of the State of Wisconsin, hereafter referred to as Declarant.

1. Purpose. The purpose of this Declaration is to submit the land and improvements described below to Condominium ownership and use in the manner provided by the Wisconsin Condominium Ownership Act. Towne Realty, Inc., a Wisconsin Corporation, the Declarant, has duly authorized James B. Young and Roch Carter to execute this Declaration on behalf of the Declarant.

2. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Milwaukee County, Wisconsin, more particularly described:

> The South 500.00 ft. of the West 798.00 ft. of the East 858.00ft of the NE 1/4 of the NE 1/4 of Section 15, T 8 N, R 21 E, and that part of the NE 1/4 of Section 15, T 8 N, R 21 E,in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows:
>
> Commencing at the Northeast corner of said 1/4 Section; thence due South along the East line of said 1/4 Section 1326.87 ft. to the South line of the North 1/2 of said 1/4 Section; thence South 89 o 01'36" West along the South line of the North 1/2 of said 1/4 Section 658.02 ft. to the point of beginning of the land herein to be described; thence continuing South 89 o 01'36" West along the

Description of Land continued

South line of the North 1/2 of said 1/4 Section 227.82 ft South line of the North 1/2 of said 1/4 Section 227.82 ft. to a point which point is 700.00 ft. North-easterly from the center line of the Chicago and Northwestern Transportation Company right-of-way; thence South 49 o 23'52" East and parallel with the center line of said Chicago and Northwestern Transportation Company right-of-way 300.02 ft.; thence North and parallel with the East line of said 1/4 Section 199.12 ft. to the point of beginning.

A survey of the land subject to this Declaration is attached as Exhibit "A".

3. Description of Building and Units. The buildings and improvements which are located on the land contain one hundred sixteen (116) units. There are fourteen (14) buildings with six (6) units and four (4) buildings with eight (8) units. The site plan of the land showing the location of the buildings is attached to this Declaration as Exhibit "B-1". Floor plans of each kind of unit, stating the unit number of the unit covered by each such plan are attached as Exhibit "C-1" through "C-6" inclusive. The buildings have two stories and basement and are constructed principally of frame and brick.

Exhibit "C-1" are the plans for fifty-two (52) units. Each unit contains a living room, dining room, kitchen, three (3) bedrooms, two (2) full bathrooms and one (1) powder room and a full basement. These units contain approximately 1408 sq. ft. of living space (excluding basement area).

Exhibit "C-2" are the plans for forty-one (41) units. These units contain a living room, dining room, kitchen, three (3) bedrooms, two (2) full bathrooms, one (1) powder room and a full basement. These units contain approximately 1408 sq. ft. of living space (excluding basement area).

Exhibit "C-3" are the plans for seven (7) units. These units contain a living room, dining room, kitchen, three (3) bedrooms, two (2) full bathrooms, one (1) powder room and a full basement. These units contain approximately 1430 sq. ft. of living space (excluding basement area).

Exhibit "C-4" are the plans for eight (8) units. These units contain a living room, dining room, kitchen, three (3) bedrooms, two (2) full bathrooms, one (1) powder room and a full basement. These units contain approximately 1408 sq. ft. of living space (excluding basement area).

Description of Building and Units continued

Exhibit "C-5" are the plans for seven (7) units. These units contain a living room, dining room, kitchen, three (3) bedrooms, two (2) full bathrooms, one (1) powder room and a full basement. These units contain approximately 1408 sq. ft. of living space (excluding basement area).

Exhibit "C-6" are the plans for one unit. This unit contains a living room, dining room, kitchen, three (3) bedrooms, two (2) full bathrooms, one (1) powder room and a full basement. This unit contains approximately 1430 sq. ft. of living space (excluding basement area).

4. Interpretation of Plans. In interpreting the survey of floor plans or any deed or any other instrument affecting a building or unit, the boundaries of the building or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the buildings or units as located and erected.

5. Identification of Units.

A. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having the following boundaries.

1. The upper boundary of each unit shall be plane of the under surface of the chords of the roof trusses which serve as ceiling joists.

2. The lower boundary of each unit shall be the plane of the under surface of the floor slab of the basement.

3. The vertical boundaries of each units shall be:

a. Exterior building walls: The interior plane of the exterior outside walls.

b. Interior building walls: The plane of the center line of walls bounding a unit.

B. Interiors surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames shall be considered part of a unit.

6. Number, Location and Description of Units. The unit number of each unit, its location, approximate area, number of rooms, and limited common area, if any, to which it has access are shown on Exhibits "B-1" and "C-1" through "C-6" attached to this Declaration.

7. Common and Limited Elements.

A. The common elements shall be all of the condominium except the units as defined in this Declaration.

B. The limited common elements shall be the parking areas, storage areas and other areas designated as such by this Declaration or by the Association.

8. Parking Areas. Each unit owner shall be assigned the right to the exclusive use of one or more of the numerically designated parking spaces within the parking area. Garages will be constructed for those unit owners contracting for such, and shall be constructed of uniform design and in those areas designated as proposed garages on Exhibit 'B1". The Declarant reserves the right to change parking space assignments if necessary to accomodate unit owners who contracted for garages. The Declarant's right to assign and change assignments, shall continue until the last residential unit is sold. Thereafter the Association shall have the right to assign and control all unassigned parking so long as the Association does not interfere with, alter or change the assignments previously made by the Declarant. Maintenance of the parking area is declared to be a common expense and shall be divided among all unit owners as are other common expenses. The Association, through its Board of Directors, may rent unassigned parking spaces upon such terms and conditions as it shall deem proper and all funds so received shall be used to offset common area expenses. Any real estate tax liability resulting from increased assessed valuation as a result of the acquisition by a unit owner of the exclusive right to use any parking space shall accrue to the particular unit owner who shall have such exclusive right to use.

If and only if, a unit owner has been assigned the right to the exclusive use of more than one parking space, the unit owner may grant by deed, subject to the rights of any existing mortgagee, the right to the exclusive use of any additonal parking space to any other unit owner.

9. Percentage Interest in Common Elements. Each unit and its owner shall have an individual percentage interest in the common and limited common elements equal to 0.862% of said elements.

10. Restriction on Use. The buildings and each of the units are intended for single family residential use only and are restricted to that use. Any lease or oral or written rental agreement shall not relieve an owner from his obligation to pay common expenses or from any other obligation imposed upon unit owners by this Declaration, the Bylaws of the Association or by any rule or regulation adopted pursuant thereto.

11. Agent for Service of Process. The initial resident agent for service of process shall be James B. Young, 105 West Michigan Street, Milwaukee, Wisconsin. The Association of Unit Owners hereinafter provided for, may designate another such agent by a majority vote of the unit owners. The designation of a different agent shall become effective upon being filed with the Secretary of State of the State of Wisconsin.

12. Damage or Destruction. In the event that seventy-five percent (75%) or more of the common elements are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the menebers of the Association within ninety (90) days from the date of destruction. An affirmative vote of at least fifty-one percent (51%) of the eligible votes shall be required in order to reconstruct or repair. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) days, then the provisions of Section 703.18 (b), Wisconsin Statutes, 1977, shall apply.

In the event that any unit or units require reconstruction and/or repair which when completed causes the unit to be situated on a portion of the common elements or limited common elements, such encroachment shall be permitted to endure. Such encroachment shall be determined and approved at the time the members of the Association determine whether such reconstruction or repair shall be undertaken.

Reconstruction or repair as used in this Declaration shall mean restoring the damaged common elements to substantially the same condition existing prior to the fire or casualty.

13. Insurance. The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the full insurable replacement value, which amount shall be reviewed at least annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and

their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners and their mortgagees for express purpose of reconstruction and repair as provided in Section 12 hereof, or, if it is determined in the manner as provided in Section 12 hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Section 12 hereof. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

14. Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction or repair of the buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist.

15. Easements for utilities. The unit owners, the Association, and the Declarant, each have easements for utility purposes over, under, along and on any part of the common elements.

16. Easements and Access to Units. The Association shall have the right, to be exercised by the Board of Directors, to have the access to each unit during reasonable hours for maintenance, repair, or replacement of any common elements accessible from such areas or for making emergency repairs necessary to prevent damage to the common elements or to another unit. Each unit shall be subject to an easement to the co-owners of all of the other units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular unit and for support. There shall be an easement, for the benefit of unit owners and the Association, in and across all parking areas for pedestrian and vehicular ingress and egress as necessary or convenient in connection with the use by unit owners or the Association of common elements and limited common elements.

17. Easement for the Benefit of Adjacent Land. Declarant expressly declares, reserves and accepts an easement from the land described in Section 2 hereof and made subject to this Declaration, for the purposes of right of way across the said land and for the benefit of the land owned by the Declarant to the North thereof and adjacent thereto, more particularly described as follows:

> That part of the NE 1/4 of Section 15, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:
>
> Commencing at the Northeast Corner of said 1/4 Section; thence due South along the East line of said 1/4 Section 826.87 ft. to a point; thence South 89 o 01' 36" West 387.68 ft. to a point of beginning of the land to be described; running thence South 89 o 01' 36" West 470.35 ft. to a point; thence due North 60.00 ft. to a point; thence North 89 o 01' 36" East 470.35 ft. to a point; thence due South 60.00 ft. to the point of beginning.

This reservation of easement is for the purpose of providing right of way for vehicular and pedestrian traffic and ingress and engress over and upon the land subject to this Declaration, and over and upon all portions of the adjacent land described in this Section.

This easement shall be for the benefit of the aforesaid adjacent land owned by Declarant, its successors and assigns. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easement here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of land subject hereto.

18. Easements Run with the Land. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No unit owner shall do any work which would jeopardize the soundness or saftey of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the unanimous consent of all of the other unit owners.

19. Declarant's Rights in Association. Until the eariler of (1) April 1, 1982 or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interests hereunder, the Declarant or its successors:

Declarant's Rights in Association continued

A. Shall have the right to appoint the members of the Board of Directors of the Association as provided in Article III of the ByLaws.

B. May, but shall not be obligated to, manage and operate the condominium property.

20. Declarant's Rights Before Sale. Declarant may use the common elements and any unsold units on such condominium property as may faciliate the sale of all units thereon, including, but not limited to, in connection therewith, constructing garages, maintaining a sales office, showing property and maintaining signs.

Declarant shall have the right, so long as Declarant or its successors owns any building and/or unit, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a unit.

21. Association of Unit Owners. The affairs of the condominium established by this Declaration shall be governed by an incorporated Association in accordance with By-Laws. The Board of Directors shall consist of six (6) unit owners. The name of the unit owners' association shall be the Jade Gardens Owners Association, Inc.

22. Membership in Association. All unit owners are members of the Jade Gardens Owners Association, Inc., ("Association") which is incorporated as a nonstock, nonprofit corporation under Chanper 181 of the Statutes of the State of Wisconsin. Every unit owner shall be entitled and required to be a member of the Association. An owner of more than one unit shall be entitled to one membership for each unit owned by him. No person or entity other than a unit owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a unit. When more than one person holds an interest in any unit, all such persons shall be members.

Each unit owner and each occupant of any unit shall abide by and be subject to the duties and obligations of this Declaration and the By-Laws and rules and regualtions of the Association.

23. Voting. Members shall be all owners including the Declarant and shall be entitled to one vote for each unit owned. The vote for each unit shall be exercised as the members determine, but in no event shall more than one vote be cast with respect to any unit. Therecan be no split

vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

24. Maintenance and Services. The Association shall be responsible for the exclusive management and control of the common elements, limited common elements and shall conduct all work of maintenance, repair and replacement of common elements, limited common elements and the making of any additions or imporvements thereto.

25. Powers of the Association. The Association shall have the power to:

A. Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from unit owners;

B. Employ and dismiss employees and agents;

C. Make contracts and incur liabilities;

D. Regulate and impose charges for the use of common elements;

E. Cause additional improvements to be made as a part of the common elements;

F. Acquire, hold, incumber and convey any right, title or interest in or to real property;

G. Grant easements through or over the common elements;

H. Receive income derived from payments, fees or charges for the use, rental or operation of the common elements;

I. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any unit or any portion of the common or limit common elements;

J. Make reasonable rules and regulations governing the use of the units and the common and limited common elements;

Powers of the Association continued

K. Exercise any other power conferred upon the Association by this Declaration or the By-Laws or reasonably to be implied from the existenance of any right, privilege or duty given by the Declaration or the By-Laws.

26. Common Expenses. The common expenses shall be charged to the owners according to the percentage of undivided interest of each in the common areas. Commencing on the first day of the first month after conveyance of 75% of the common element interest to Purchasers, common expenses of $42.00 per month shall be paied by each owner in accordance with Article V of the By-Laws. The Association may levy assessments from time to time for the purpose of maintaining the funds provided for in Article V from which common expenses may be paid, and such assessment shall be levied in the same percentage that common expenses are to be charged.

27. Amendment. Prior to the first meeting of the Association ,this Declaration may be amended by decarant, thereafter, this Declaration may be amended by an affirmative vote of not less than 75% of all votes entitled to be cast by unit owners at a meeting called for that purpose. No Amendment shall change the rights of the Declarant as contained in this Declaration. Copies of any Amendments adopted as provided in this paragraph shall be certified by the Declarant or the President and the Secretary of the Association in a form suitable for recording and shall be recorded with the Register of Deeds for Milwaukee County.

28. Removal All of the unit owners may remove all or any part of the property from the Provisions of Chapter 703 of the Wisconsin Statutes by an instrument to that effect executed by all of the unit owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto or agree that their liens be transferred to the percentage of the undivided interest of the unit owner in the property.

29. No Exemption by Waiver. No unit owner may exempt himself from liability from his contribution towards the common expenses by waiver of the use of enjoyment of the common elements or by the rental or abandonment of his unit.

30. Liability on Conveyance. In the event a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Association

Liability on Conveyance continued

setting forth the amount of unpaid assessments against the grantor and the grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessment against the grantor in excess of the amount set forth in such statement.

IN WITNESS WHEREOF, Towne Realty, Inc., Declarant, has caused this document to be signed by James B. Young, Vice President, and Roch Carter, Assistant Secretary, on this 4th day of April, 1979.

In the presence of:

TOWNE REALTY, INC.

/s/ Lauren Green

By /s/ James B. Young
James B. Young, Vice President

/s/ Cheryl Jesowshek

/s/ Roch Carter
Roch Carter, Asst. Secretary

Signatures of James B. Young and Roch Carter, Vice President and Assistant Secretary of Towne Realty, Inc., respectively, authenticated this 4th day fo April, 1979.

/s/ Tom D. Mellencamp
Member State Bar of Wisconsin

This instrument was drafted by Roch Carter, 105 West Michigan Street, Milwaukee, Wisconsin 53203.

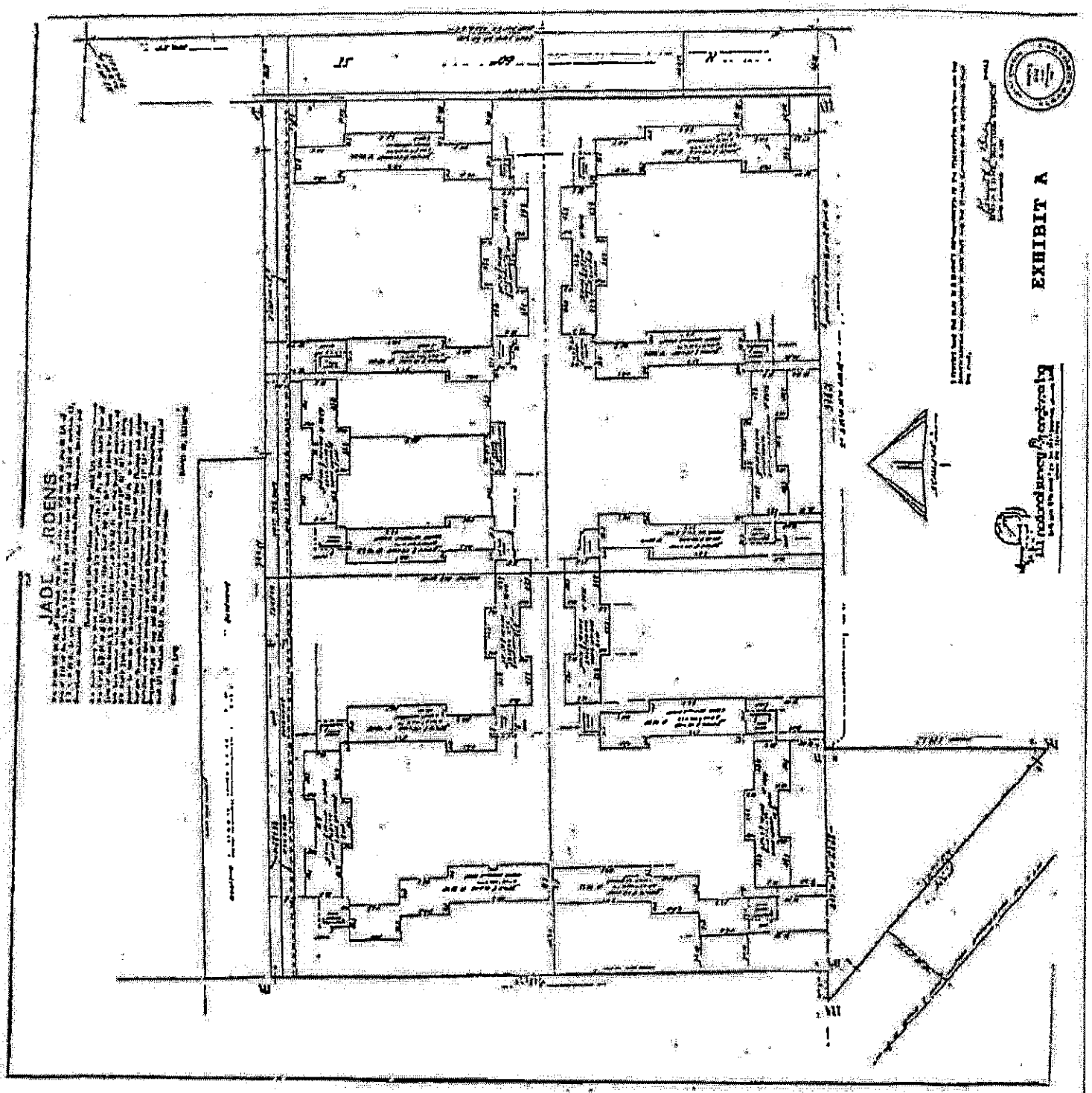
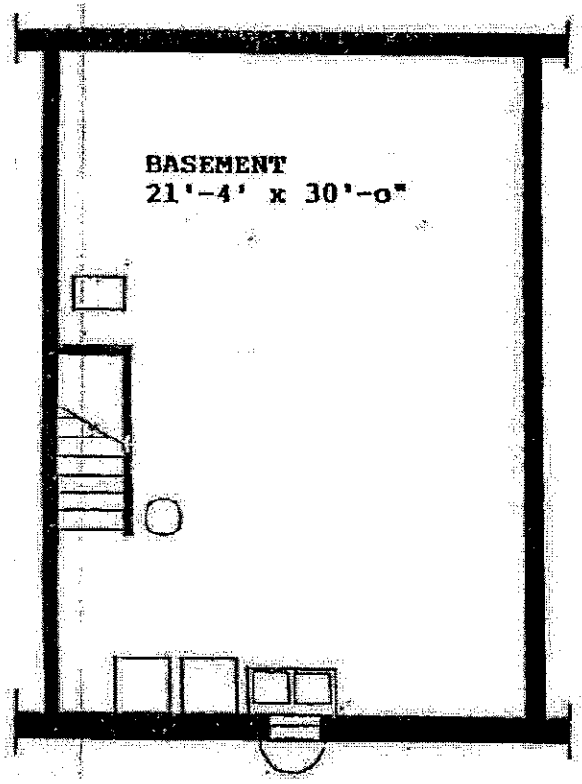
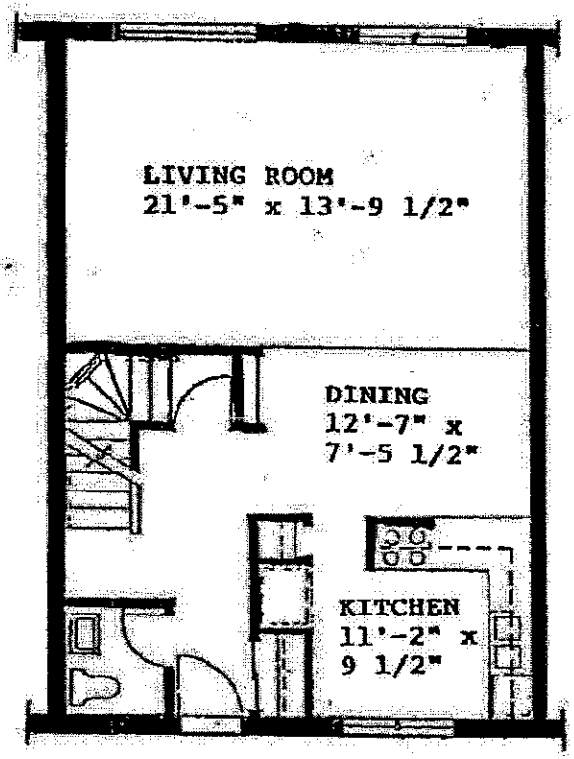

EXHIBIT A
JADE
ROENS

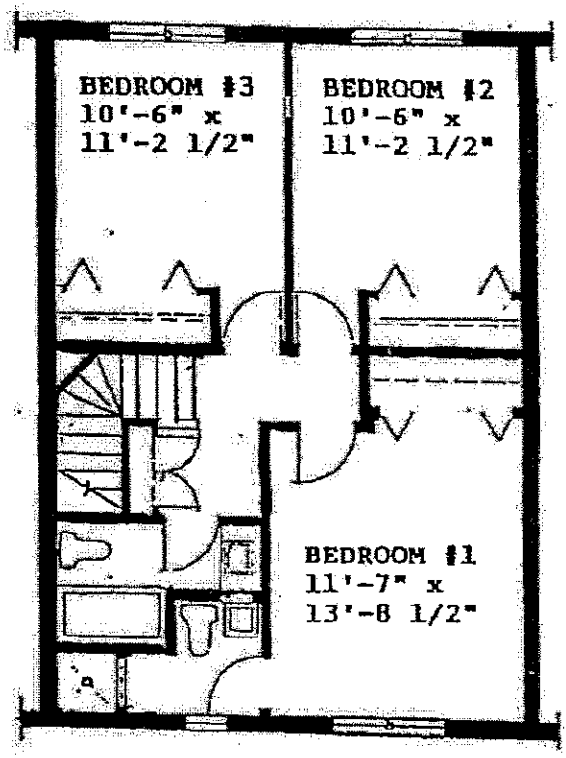
EXHIBIT B-1



BASEMENT PLAN



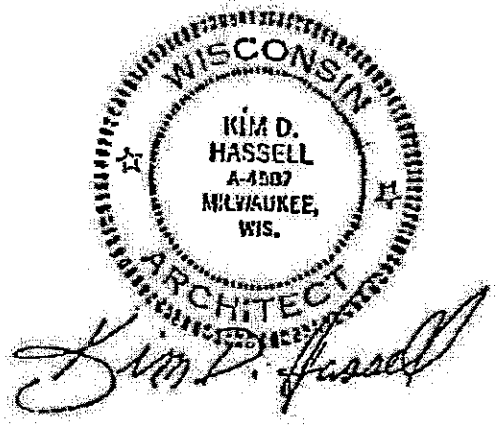
FIRST FLOOR PLAN



SECOND FLOOR PLAN

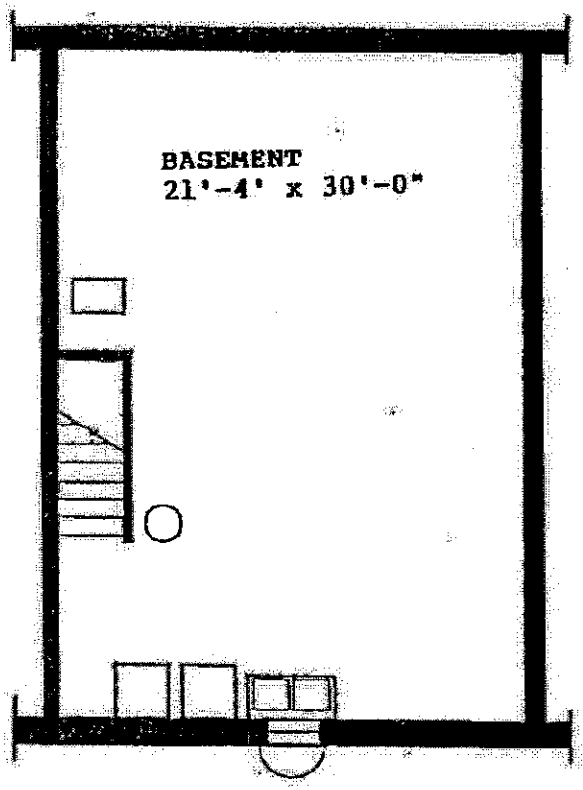
3 BEDROOM PLAN FOR UNITS

1,2,7,8,9,10,13,14,15,16,21,22,25
26,3,32,33,34,37,37,39,40,45
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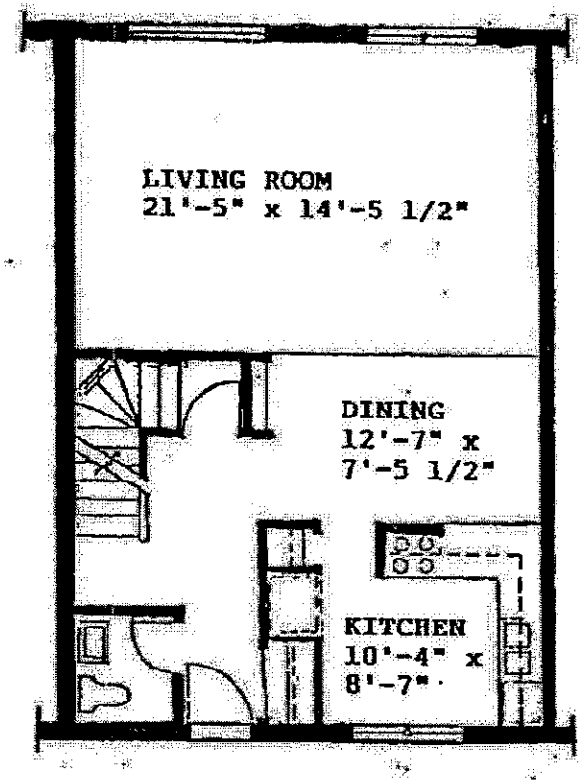


I HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE COPY OF THOSE PORTIONS OF THE PLANS FILED WITH AND APPROVED BY THE CITY OF MILWAUKEE

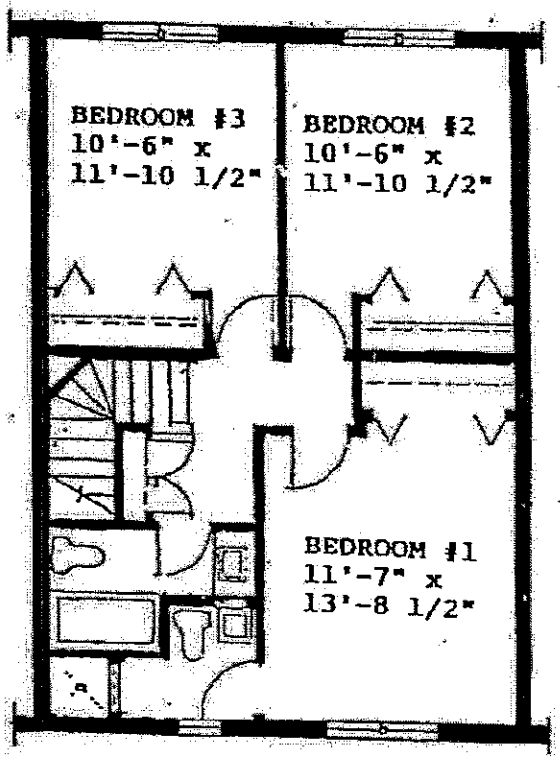
EXHIBIT C-1



BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

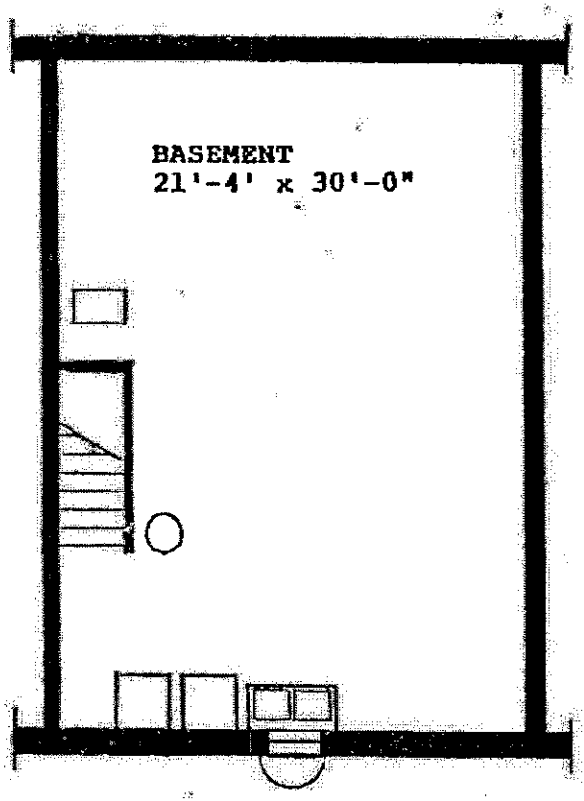
3 BEDROOM PLAN FOR UNITS

3,4,5,6,11,12,17,18,19,23,24,28,
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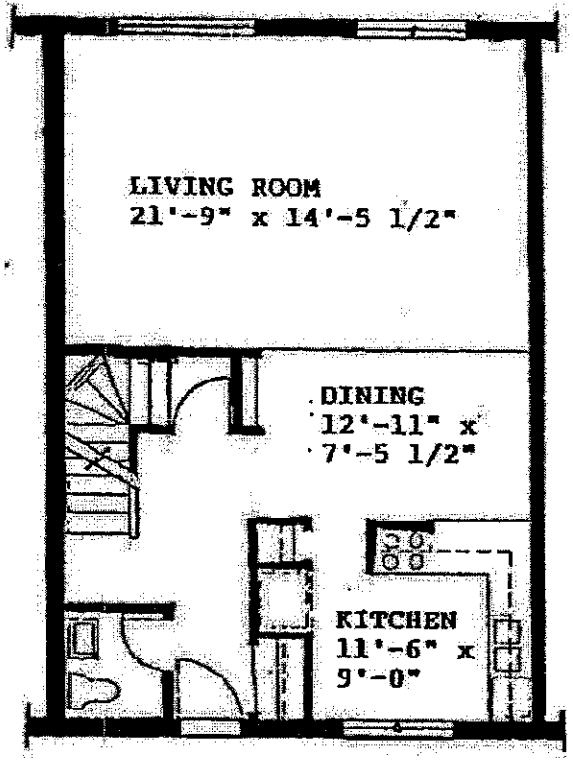


I HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE COPY OF THOSE PORTIONS OF THE PLANS FILED WITH AND APPROVED BY THE CITY OF MILWAUKEE

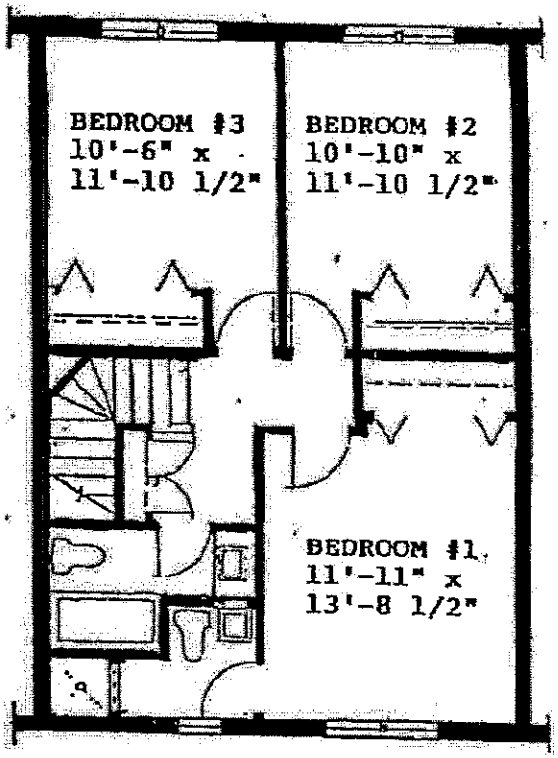
EXHIBIT C-2



BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

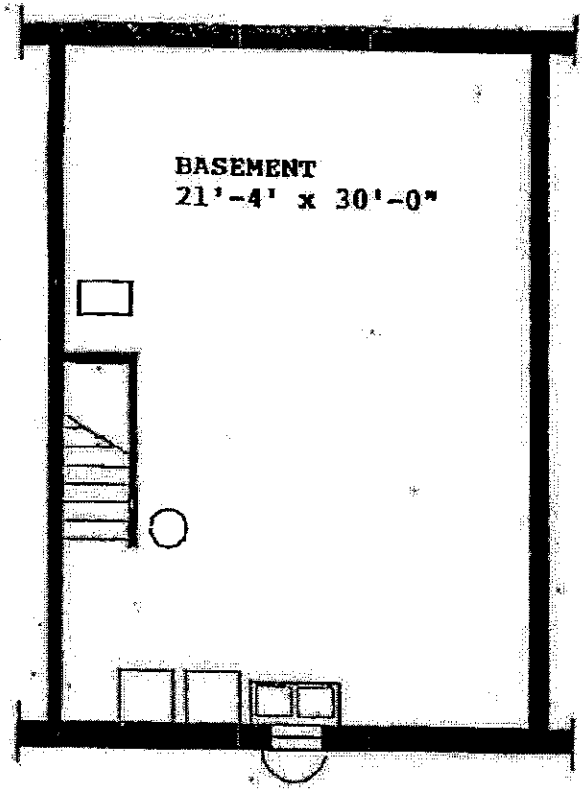
3 BEDROOM PLAN FOR UNITS

20,27,44,58,73,90,97

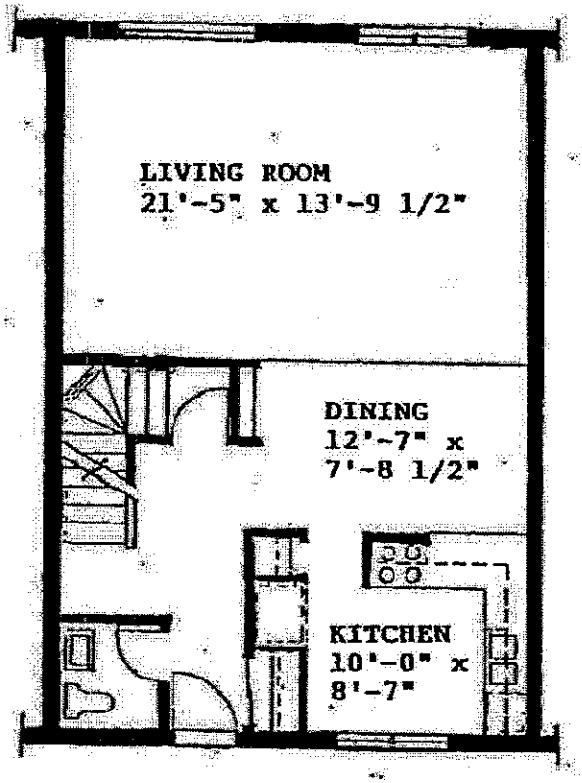


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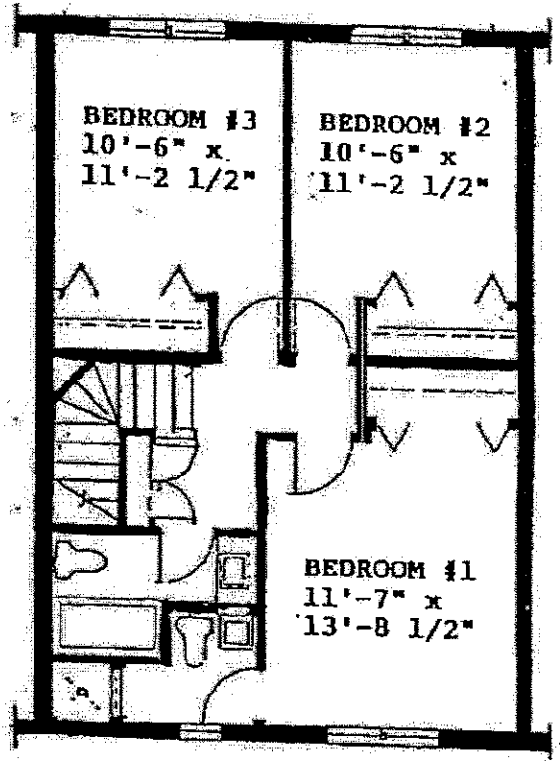
EXHIBIT C-3



BASEMENT PLAN



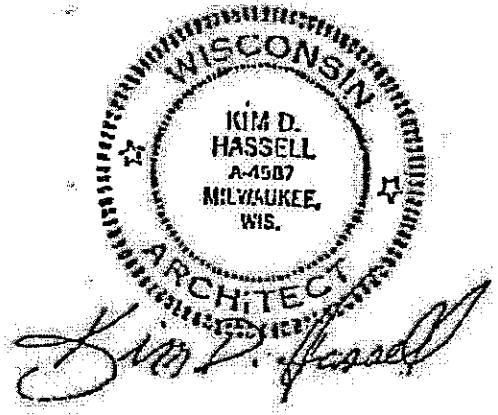
FIRST FLOOR PLAN



SECOND FLOOR PLAN

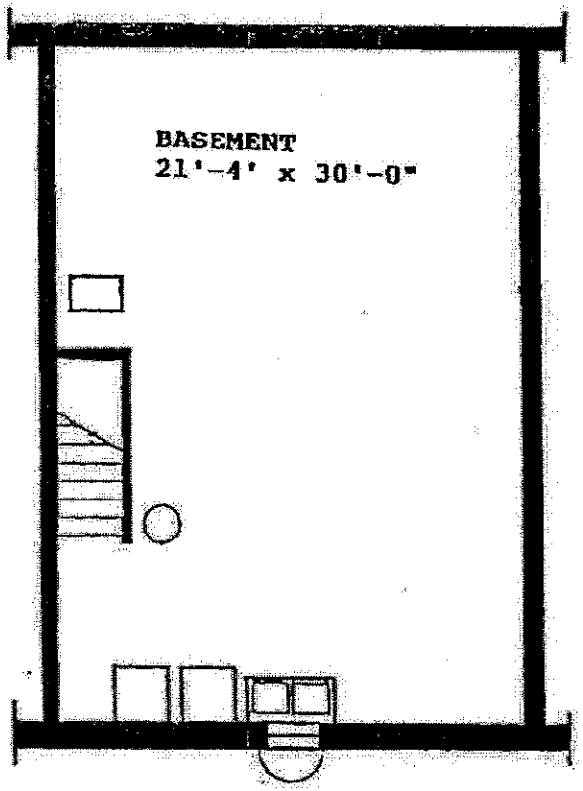
3 BEDROOM PLAN FOR UNITS

63,64,65,66,109,110,115,116

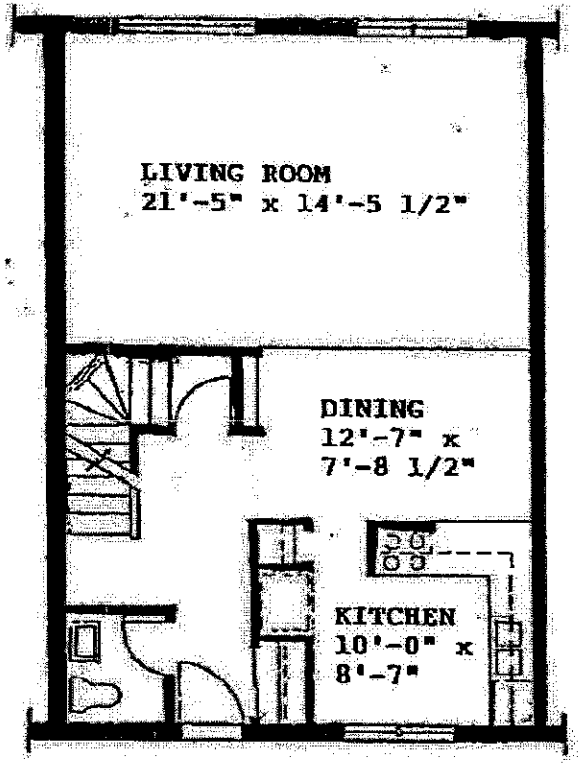


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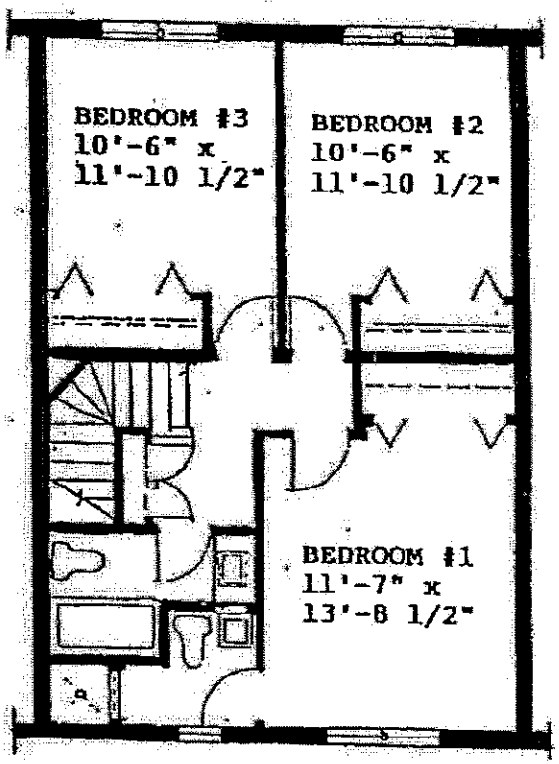
EXHIBIT C-4



BASEMENT PLAN



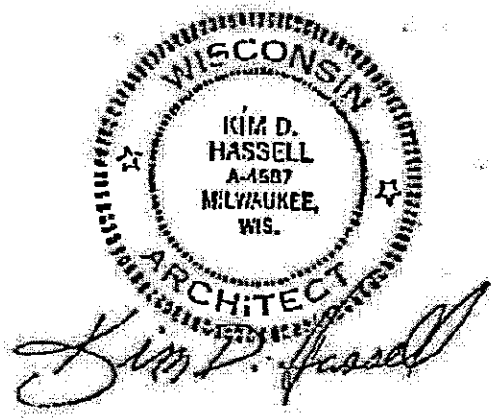
FIRST FLOOR PLAN



SECOND FLOOR PLAN

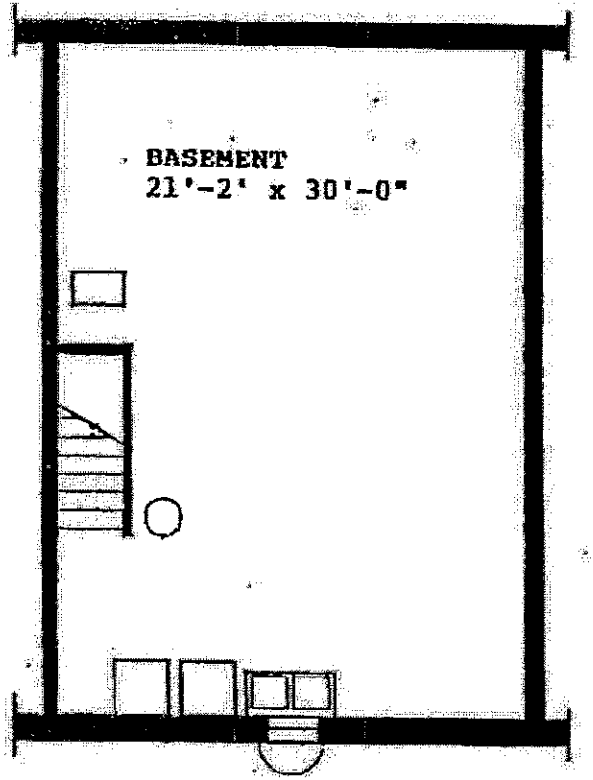
3 BEDROOM PLAN FOR UNITS

60,61,62,111,112,113,114

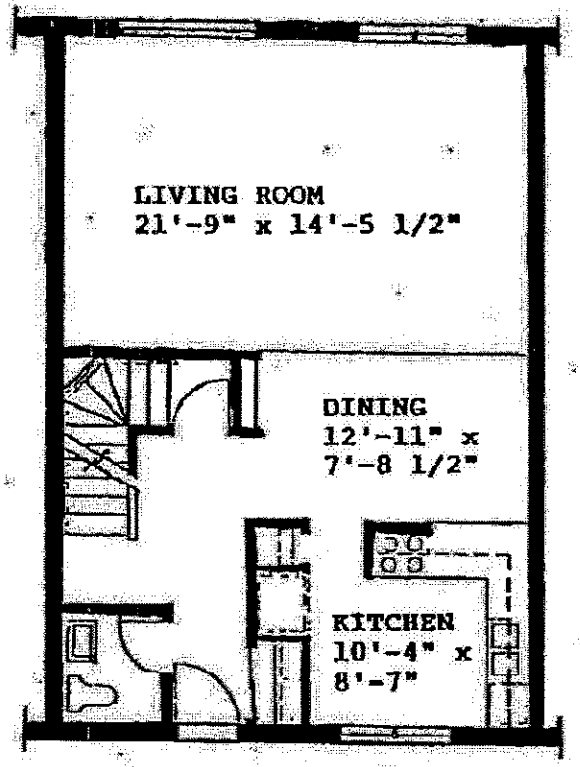


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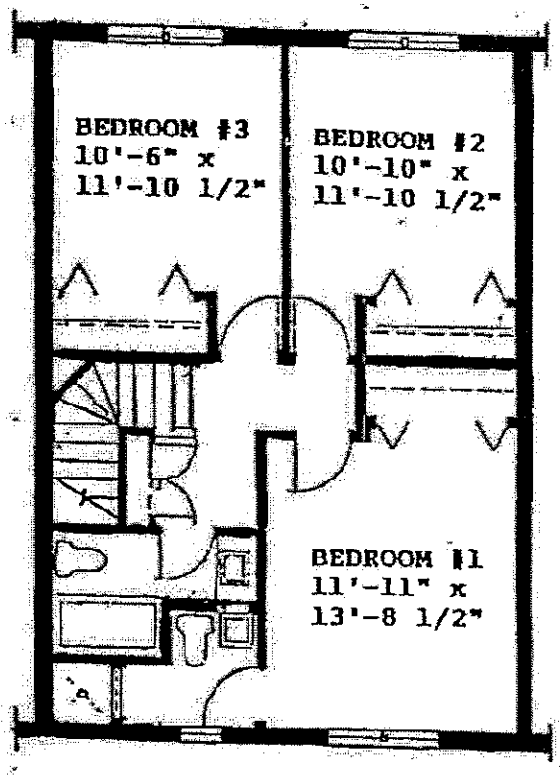
EXHIBIT C-5



BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

3 BEDROOM PLAN FOR UNITS

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EXHIBIT C-6

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