DISCLOSURE MATERIALS

for

Chapman Villas Condominium
Mukwonago, Wisconsin

Declarant:
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, Wisconsin 53072

Declarant's Agent:
Timothy J. Voeller
1830 Meadow Lane, Suite A
Pewaukee, Wisconsin 53072

NOTICE

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.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

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

1. Executive summary. The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page 1.

2. Declaration. The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page 4.

3. Bylaws. The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on page 44.

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 53.

5. Management or employment contracts. Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page 58.

6. Annual operating budget. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 65.

7. Leases. Units in this condominium are sold subject to one or more leases of property or facilities which are not a part of the condominium. There are presently no such leases.

8. Expansion plans. The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page 23.

9. Floor plan and map. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page 31.

EXECUTIVE SUMMARY

Condominium Name: Chapman Villas Condominium

This Executive Summary was prepared or revised on August 30, 2023 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Chapman Villas Condominium Association, INC.
- Association address 1830 Meadow Lane, Suite A, Pewaukee, WI 53072
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Sierra Kumbera
- Address, phone number, and other contact information for the contact person 1830 Meadow Lane, Suite A, Pewaukee, WI 53072, 262-548-5400, email associations@bielinski.com

🕮 For condominium document references regarding association governance and a condominium contact person, see Article 4 of the Declaration of the Declaration and Section 4.3 of the Bylaws.

2. Parking

- Number of parking spaces assigned to each Unit: 02 Number Outside 0 Inside 02
  - ☐ Common Element ☐ Limited Common Element ☒ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $_____ per _____ Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents: ☐ No ☒ Yes -- Where? 2-car garage attached to and part of unit
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors Driveways during the day and visitor parking spaces.
- Describe any other parking restrictions No overnight parking or storage of vehicles on driveways overnight without permission of the BOD or as allowed in Sect 7.4

🕮 For condominium document references to parking, see Section 7.4 of the Declaration

3. Pets

- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: Any pet allowed by Village of Mukwonago ordinances.

Bielinski Homes, 1830 Meadow Lane Suite A Waukesha WI 53072 Phone: (262) 542-9494 Fax: (262) 547-6331
Michael Cellini

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- Pet rules and restrictions: No breeding or commercial uses. All pets must be on leash if outdoors. All pet excrement must be removed immediately. Pets must be licensed by the municipality.

📖 For condominium document references regarding pet rules, see Section 7.3 of the Declaration.

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: Lease must be in writing and not less than a six month term. A copy of the signed lease must be delivered to the COA. The COA deals with the owner of the unit for any violations and not the occupant.

📖 For condominium document references regarding unit rentals, see Section 7.2 of the Declaration

5. Special Condominium Amenities or Features

None

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost: _____

📖 For condominium document references regarding special amenities, see _____

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: The unit itself, any portion of the common elements damaged by a unit owner, their family, guests and invitees. Owner is responsible for watering the lawn in area adjacent to the unit.

📖 For condominium document references regarding unit maintenance and repair responsibilities, see Section 6.1 of the Declaration and Article 7 of the Bylaws.

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: The COA repairs and maintains all general common elements. Unit owner must water lawn.
- Repair and replacement of the common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☒ Other (*specify*): Unit owner responsible for any damage caused by owner or guests
- Person(s) responsible for limited common element maintenance, repair and replacement: The COA repairs and replaces while unit owner keeps common elements clean & orderly.
- Repair and replacement of the limited common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*): _____

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Sections 6.1 and 6.2 of the Declaration and Article 7 of the Bylaws.

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
- Does the association have a Statutory Reserve Account*? ☒ No ☐ Yes

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Total condominium reserve funds balance is $ _____

Note: This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see **For specific information about this condominium's reserve funds for repairs and replacements, see Article 5 of the Declaration**

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
  - ☐ Not applicable (no developer-owned units or declarant control has ended)
  - ☐ No
  - ☒ Yes -- describe in what way: **While Declarant is in control of the association, the Declarant pays no assessments for units but deficit funds the Association**
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: **Declarant deficit funding.**

📖 For condominium document references to condominium fees during the declarant control period, see **Section 5.11 of the Declaration.**

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
  ☐ No ☒ Yes -- number of additional units that may be added through the expansion: **40** units
- Expansion period ends: **10 years from the date of Declaration.**
- Condominium management during the expansion period is by: **Bielinski Management, Inc. will manage condominium until Declarant control ceases.**

📖 For condominium document references regarding condominium expansion plans, see **Article 12 of the Declaration**

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements ☒ No ☐ Yes
- Describe the rules, restrictions and procedures for altering a unit: **All structural changes to a unit and changes to common elements must be approved by the COA.**
- Describe the rules, restrictions and procedures for enclosing limited common elements: **Owners may not alter any common element, general or limited without COA permission.**

📖 For condominium document references to unit alterations and limited common element enclosures, see **Sections 6.3, 6.4, 7.11 and 7.12 of the Declaration.**

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

📖 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No ☐ Yes -- amount charged: $ _____

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For condominium document references to fees charged in connection with a unit ownership transfer, see _____

_____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: [X] No [ ] Yes -- amount charged: $_____

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

_____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: [X] No [ ] Yes-- amount charged: $_____

For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

_____

16. Other restrictions or features (optional): _____

_____

_____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see _____

_____

This Executive Summary was prepared on the date stated on page one by **Meg Galaska** _____ (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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Document Number

DECLARATION OF CONDOMINIUM OF CHAPMAN VILLAS CONDOMINIUM

Document Title

4551988

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 28, 2021 08:06 AM
James R Behrend
Register of Deeds

38 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Recording Area

Name and Return Address:
Timothy J. Voeller, Esq.
Bielinski Homes
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

PIN:

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This Declaration of Condominium of Chapman Villas Condominium (this "Declaration") is made and entered into by **Bielinski Homes, Inc.** ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

Recitals

Declarant owns the real property described and depicted on the attached Exhibit A, upon which Declarant has constructed or intends to construct certain improvements. By this Declaration, Declarant intends to submit the Property and the improvements to the condominium form of ownership and to establish certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Property.

This Declaration contemplates that certain land may be added to the Condominium, but Declarant shall be under no obligation to add any part or all of such land, and Declarant makes no representation that any part or all of such rights reserved herein shall be exercised.

Declaration

Now, therefore, Declarant by this Declaration (i) submits the Property and the improvements, to the condominium form of use and ownership as provided in the Act; (ii) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon the Property; and (iii) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Property and such portions of the Expansion Real Estate as are added to the Condominium.

ARTICLE 1
DEFINITIONS

The following terms shall have the following definitions:

1.1 Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2 Association. The "Association" shall mean the Chapman Villas Condominium Association, Inc., established under Article 4 hereof. Wherever herein a matter is subject to the "Association," the use of the term "Association" does not necessarily mean that the entire Association is entitled to vote on a particular matter; the Association acts through its Board unless specifically stated to the contrary.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.5 Building. A "Building" shall be any free standing structure located on the Property which contains Units, as defined in Section 1.25.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements". The Common Elements are more particularly described in Section 2.4.

1.8 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including expenses for landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, municipal utility services for the common elements, maintenance and management wages, and fees of outside consultants.

1.9 Condominium. The "Condominium" shall be known as Chapman Villas Condominium and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property and as the Condominium may be expanded from time to time pursuant to Article 12.

1.10 Condominium Documents. The "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.11 Declarant. The "Declarant" shall mean Bielinski Homes, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 17.7 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration of Condominium of Chapman Villas Condominium as the same may be amended from time to time.

1.13 Director. A "Director" shall mean a member of the Board.

1.14 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit E and reserved for possible annexation to the Condominium.

1.15 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

1.16 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.17 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.18 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit.

1.19 Owner. "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.

1.20 Phase. "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described herein and each subsequent Phase will be identified in expansion amendments pursuant to Article 12 hereof.

1.21 Plat. "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, building floor plans, unit addresses and Expansion Real Estate as recorded or to be recorded in the Register's Office and as the same may be amended from time to time.

1.22 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and such portions of the Expansion Real Estate as are hereafter added to the Condominium in the manner described in Article 12.

1.23 Register's Office. The "Registers Office" is the Office of the Register of Deeds for Waukesha County, Wisconsin.

1.24 Rules. A "Rule" or the "Rules" shall mean singular or collectively each rule and regulation established by the Association as provided in Section 4.1.

1.25 Unit. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described in Article 2.

1.26 Village. "Village" shall mean the Village of Mukwonago.

ARTICLE 2
DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall include eight (8) Units with identification as set forth in Exhibit B. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceilings and floors inside the Unit as depicted on the floor plans attached as Exhibit D. Each Unit also includes all windows and doors (including all glass and locks) and all mechanical and utility installations which exclusively service the Unit.

2.2 Garage. Each garage, including all garage doors and windows, shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2.3 Addresses. The respective addresses of the Units are described on Exhibit C attached hereto.

2.4 Description of Common Elements. The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of the Owner or occupant of the Unit to which they are appurtenant as shown on the Plat. The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the portion of driveway immediately adjacent and appurtenant to the garage door to each Unit. The General Common Elements shall consist of all of the Common Elements, except the Unit and the Limited Common Elements. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit and the two (2) exterior hose bibs connected to the Unit's plumbing shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

The private road located within the Condominium shall be part of the General Common Elements. The Association shall keep the private road in good condition and the costs for maintenance, repair, replacement and reconstruction of such private road shall be part of the Common Expenses.

Except as may be modified by Village policy later, the Village shall collect garbage and recycling materials from all owners and the Village and/or its contractor hired for such purpose may use any private roads to perform such collection. The Village and any contractor hired by the Village shall not be held responsible for any damage caused to any private roads as a result of their normal process of collecting garbage and/or recycling materials while using such private road.

2.5 No Separation of Units. Units may not be separated.

2.6 Merger of Units. (a)If the Owner or Owners of two (2) or more adjacent Units desire to merge the Units, such Owners may merge the Units in accordance with this Section.

(b) The Owner or Owners desiring to merge such Units shall provide written notice to all Owners within the Condominium of the desire to merge the Units. An amendment to the Condominium Documents will be prepared and will require either (1) adoption as an amendment under Section 13.1, or (2) written consent of such Owner(s), its or their Mortgagees, and the Board.

(c) The amendment to the Condominium Documents will (1) assign a new identifying number to the merged Unit, (2) allocate to the merged Unit all of the undivided Interest in the Common Elements and rights to use the Limited Common Elements and the votes in the Association formerly appertaining to the separate Units, and (3) allocate to the merged Unit the liability for Common Expenses and rights to common surpluses formerly appertaining to the separate Units. In addition, the

Association shall cause the preparation of plats and plans showing the boundaries and dimensions of the merged Unit, together with the new identifying number. After the instruments set forth herein have been prepared and executed and following payment by the requesting Owner(s) for all reasonable costs of preparation of each of the foregoing instruments, each instrument shall be delivered promptly to the Owner(s) of the merged Unit. The executed instruments shall be effective when executed and recorded in the Register's Office.

2.7 Relocation of Unit Boundaries. Boundaries between Units may be reallocated as provided in Section 703.13(6) of the Act and evidenced by an amendment to the Declaration. If a Unit involved in a proposed boundary reallocation is subject to a Mortgage, then the Mortgagee must also consent to such action. The Owner(s) involved in such reallocation shall pay all costs associated with such reallocation, including the costs of physically adjusting Common Elements between such Units and the expenses of legal and architectural review of the plans and documents to carry out the adjustment. The Association may require that an estimate of such costs be paid as a condition to execution of the amendment, with a final payment made upon completion of any work by the Association.

ARTICLE 3
INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Initially, each Interest is one-eighth ($1/8^{th}$). The respective Interests may be changed as a result of expansion as set forth in Article 12 and will not exceed one-forty-eighth ($1/48^{th}$) of the Condominium if fully expanded.

ARTICLE 4
ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Except as provided for merged Units in Section 2.6, each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws. The Association shall not be entitled to vote the percentage Interest of any Unit owned by the Association.

4.3 Control of Association. The Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until the

earliest of: 1) ten (10) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to Owners other than Declarant; or (3) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to Owners other than Declarant, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to Owners other than Declarant, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this Section until such time as the rights in Article 12 terminate, the percentage of Interests conveyed to purchasers shall be calculated with reference to the maximum number of Units that may be included in the Condominium as if complete expansion takes place.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable one-time or periodic charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association President (A) indicates in writing or (B) fails to respond within ninety (90) days following the Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the Owner by the Board or the Board issues its written disapproval.

4.6 Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board may deem advisable.

ARTICLE 5
ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses. The budget shall include the funding of an adequate replacement reserve out of general assessments and shall set forth the following: (a) all anticipated Common Expenses and any amounts to be allocated to a statutory reserve account, if any, and to any other funds for future expenditures, including but

not limited to expenditures for the maintenance, repair and replacement of the private road within the Condominium, (b) the amount and purpose of any other anticipated Association expenditure, (c) the amount in any statutory reserve account or any other funds held for future expenditures, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any assessment to be levied against Owners and the purpose of the assessment.

5.2 General Assessments. The Association shall levy assessments based on each budget. The budget shall be allocated pro rata based on the Interests of each Unit, except as otherwise set forth in this Declaration.

5.3 Special Assessments and Charges. The Association may also levy (a) special assessments on all Units for any purpose for which a general assessment may be levied, (b) special assessments or fines on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance by such Owner with any provision of the Condominium Documents including without limitation Section 14.2 of this Declaration, and (c) requests by an Owner to service Limited Common Elements above and beyond the normal scheduled service provided by the Association. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Units, review of proposals under Section 4.5, and the like.

5.4 No Statutory Reserve. The Declarant is not establishing a statutory reserve account for the Condominium pursuant to Section 703.163 of the Act and anticipates that future expenditures for the repair and replacement of Common Elements will be funded through a reserve account established and funded pursuant to the terms of this Declaration.

5.5 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date, shall be delinquent and the Owner may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

5.6 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law; provided that in the exercise of reasonable business judgment, the Board may elect not to take such measures in cases of hardship or unlikelihood of recovery. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorney fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.7 First Assessment. Except as provided in Section 5.11 below, regular assessments shall be levied and installments thereon shall commence being due and payable as of the date the final certificate of occupancy is issued for the Unit; provided that the monthly installment shall be prorated on a daily basis.

5.8 Initial Working Capital Fund. Each purchaser of a Unit from Declarant shall, at the time of conveyance, pay to the Association an amount equal to two (2) months installments of the general assessment provided for in this Article, or such greater amount as is designated by the Board. Amounts paid under this Section shall not be considered advance payments of installments of general assessments but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

5.9 Association Statements. Within ten (10) days of written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Units.

5.10 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated among all Owners according to the Interest applicable to their Units. All common surpluses of the Condominium for each of its fiscal years shall be retained for common expenses of the Condominium for the next succeeding fiscal year.

5.11 Deficit Funding. Prior to the date that Declarant has conveyed seventy-five percent (75%) of the Interests to Owners other than Declarant; Declarant will not pay regular assessments but will pay to the Association the amount by which the actual Common Expenses exceed the actual receipts of the Association during the fiscal year, provided however that (a) for this purpose, Common Expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (c) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

ARTICLE 6
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 Owner's Responsibilities. Each Owner, at Owner's sole cost, shall: (a) perform routine maintenance, repair and replacement of all components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames

and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep and maintain in good and orderly condition its Limited Common Elements; (d) repair and replace or pay for the repair or replacement of any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other Occupants of the Unit; (e) pay all separately metered utilities servicing their Unit including but not limited to the water used from the two (2) exterior hose bibs connected to the Unit's plumbing; (f) be responsible for the watering of the lawn areas and other landscaping located adjacent to their Unit; and (g) be responsible for the reasonable security and safety of such Unit and be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security or safety. Notwithstanding the above, repairs and maintenance of the Limited Common Elements, such as driveways and decks, not due to the fault or negligence of such Owner or such Owner's family, guests or invitees or any other Occupants of the Unit shall be performed by the Association and paid for by the Association as part of the Common Expenses. Any and all replacements of exterior items by the Owner, such as windows, window frames and doors, shall be made in uniformity with the other exterior features of the Condominium.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided at Section 6.1. By virtue of this provision, the Association may determine, for example, the frequency of regular maintenance of patios, decks, driveways and the private road, or the need for special repairs or replacement of particular patios, decks, driveways and the private road.

6.3 Structural Changes by Owner. Owner shall not make any changes within Owner's Unit which will affect the structural soundness of a Building of which it is a part.

6.4 Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any Owner unless written consent has been obtained.

ARTICLE 7
RESTRICTIONS ON USE AND OCCUPANCY

7.1 Permitted Uses. Each Unit shall be occupied and used only for residential purposes and for no other purpose. No trade or business shall be carried on anywhere on the Condominium, except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant, its specific assignee of its rights under Section 17.7, or its agents for sales of Units or by the Association for conducting its affairs. No Owner or

Occupant shall carry on any trade or business under this Section if it is not permitted to be carried on at the Condominium under any ordinance, statute or regulation.

7.2 Leases of Units. An Owner of a Unit may lease the Owner's Unit for terms of not less than six (6) months, except that the Declarant may lease Units it owns on such terms that Declarant desires. Each lease of a Unit shall require that the lessee comply with the terms and provisions of the Act and the Condominium Documents and shall further provide that a breach of the Condominium Documents or Act shall be deemed a default under the lease. Within five (5) business days after entering or renewing a lease for an Owner's Unit, the Owner shall provide a copy of such agreement to the Association. An Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by a lessee or an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to address any breach with the offending lessee or Occupant. Before any lessee occupies a Unit, the Owner shall provide a copy of the Condominium Documents to such lessee. In no event shall an Owner, Occupant or agent of an Owner or Occupant display any sign on the Property or within the Unit which sign is visible from the exterior of the Unit relating to the availability of a Unit for lease or sublease, including, without limitation, a "For Rent" sign.

7.3 Pets. The Owner or Occupant of each Unit may keep animals in the Unit in accordance with the applicable Village of Mukwonago ordinances (each such animal, a "Pet") and provided the following:

(a) animals or Pets within the Condominium shall not be kept, bred or maintained for any commercial purposes.

(b) each Pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the Pet is or becomes: offensive; a nuisance; harmful in any way to the Condominium or any Owner or Occupant; or otherwise kept in violation of the terms of this Section or any Rules adopted relating to Pets. Possession of Pets within the Condominium shall not be considered a property right.

(c) each Pet shall be housed indoors and, if allowed outdoors temporarily, shall be kept on a leash – no chicken coops shall be permitted.

(d) any Pet excrement within the Condominium shall be removed immediately by the occupant of the Unit in which the pet resides.

(e) no Pet is permitted to be on any of the Common Elements while personally unattended;

(f) the owner of each Pet shall comply with such further Rules of Pet ownership as may be promulgated by the Board;

(g) each Pet is licensed by the Village of Mukwonago or appropriate licensing authority, if required under applicable ordinances;

Owner may be subject to special assessments by the Board for violation of this Section for costs associated with the Association's enforcement of this Section and the rules and regulations established by the Board, including but not limited to reasonable attorneys' fees.

7.4 No Obstructions. Owner shall not cause or permit the Common Elements, except the Limited Common Elements, to be used in a manner that denies other Owners the full use of such portion of the Common Elements. Walks and drives shall be kept clean and orderly. No person shall occupy, park or otherwise use a vehicle so as to block access to or exit from another Unit or the approach thereto. Junked, inoperative or unlicensed vehicles and vehicles licensed as boats, trailers, buses, campers, camping trucks, house trailers, snowmobiles or other land vehicles (such as ATVs) or the like shall not be stored, parked or placed anywhere on the Common Elements. No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium except washing of cars in driveways or maintenance performed within a garage.

Except as provided below, Owners shall store vehicles in garages as no other vehicles shall be stored, parked, or placed overnight in a driveway of the Condominium without the express written consent of the Board. Notwithstanding the foregoing, Owners may park up to and no more than one (1) "permitted vehicle" overnight in the driveway attached to their Unit's garage provided such parked "permitted vehicle" does not block any sidewalk that intersects with said driveway. For purposes of this section "permitted vehicle" shall be defined as a vehicle without any corporate or commercial lettering on it that is a coupe, sedan, sport utility vehicle, sport utility wagon or minivan with four wheels and the term "permitted vehicle" **shall not include** any of the following vehicles: a) vehicles of any kind that show rust, broken windows, deterioration or missing parts, b) trucks of any kind (light, pick-up, commercial or otherwise), c) station wagons, d) vehicles with corporate or commercial lettering on it, e) vans, or f) any vehicle the Board determines, in its sole discretion, that is not a "permitted vehicle". In the event the Owners or Occupant of a Unit choose to park the one (1) "permitted vehicle", or choose to violate the Declaration and park an un-permitted vehicle, in the driveway overnight the following conditions shall apply: a) if, after a snow event, the Owner or any Occupant has failed to remove the parked vehicle from the driveway in order to allow the snow/ice removal service to remove the snow/ice from the driveway, the Association shall have no obligation to remove the snow/ice from the driveway and the Owner shall be responsible for the removal of all snow/ice from the driveway at their sole cost and expense; b) the Owner of the Unit at which the vehicle is parked shall indemnify and hold harmless the Association, its members, directors, employees, insurers, agents, successor and assigns, from and against any and all claims, demands, causes of action, debts, accounts, agreements, contracts, representations, covenants, obligations, damages, judgments, losses, liabilities, costs, expenses, including, without limitation to, attorneys' fees, and/or claims for indemnification or contribution of whatsoever kind or nature, in law, equity or otherwise that are attributable to the parking of the vehicle in the driveway, including but not limited to snow/ice removal issues due to parking of vehicles, that causes (1) bodily injury, sickness, emotional distress, disease, death, or any other personal injury or adverse health effects, or (2) any damages, injury to or destruction of tangible real or personal property, including loss of use thereof.

7.5 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

7.6 Antennas and Temporary Structures. No antenna, aerial, satellite dish, cable for television or radio reception shall be erected or installed on any roof or any other portion of the Condominium, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the Board. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building. Any satellite dish approved by the Board shall be the smallest sized satellite dish available and shall be installed near the rear of the Building. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with Village of Mukwonago ordinances. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements without the written consent of the Board.

7.7 Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

7.8 Quiet Enjoyment. Each Owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference from other Owners and Occupants.

7.9 Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the Bylaws or Rules of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

7.10 Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and the Association and each Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof, including, without limitation, the Village of Mukwonago's municipal code, building code and building permit procedures (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Owner or Owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity

or applicability of any Legal Requirements affecting any portion of the Condominium which such Owner is obligated to maintain and repair, and the Association shall cooperate with such Owner in such proceedings, provided that:

(i) Such Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

(ii) Such Owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a Common Expense.

7.11 Decorations; Signs; Patios Decks and Porches. No Owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No Owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium, except that an Owner may place in the window of Owner's Unit a temporary sign relating to the open house of Owner's Unit for sale not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. All interior window coverings are to be of a neutral color or lined in a neutral color.

7.12 Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change, alter or improve Common Elements or construct or install any items thereon. Any committee therefore shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

7.13 Grills. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Board and all other grills must be covered.

7.14 No Time Shares. No Unit shall be subject to any time share or similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.15 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or Rules

relating to the storage, transport and release to, from, on or in such Unit of any substance or compound governed by any one or more of Wis. Stats. Chap. 144; CERCLA; TOCSA; RCRA; amendments to any of the foregoing; and similar laws now or hereafter in effect relating to the storage, transport or release of substances and compounds.

ARTICLE 8
RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration explaining the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. If the insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and Association insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed or altered subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to the Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

8.6 Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this Section shall control. Each Owner of an affected Unit shall have the right to appeal the necessity of the taking and of the amount of condemnation

award with respect to its Unit and Limited Common Elements appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

(a) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(b) If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

(c) Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be adjusted post-condemnation so that an Interest shall be one (1) divided by the number of Units remaining post-condemnation. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Units and the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners having 75% or more of the Interests. Upon partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the 75% approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction shall take place with costs of restoration of Units and the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

ARTICLE 9
INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, special causes of loss property damage insurance coverage on the Common Elements, and such other policies or coverage as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The property damage insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial

general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for property damage loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements except as otherwise provided in Article 8. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to such Unit's Owner.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (a) by reason of anything done or kept in a Unit, or (b) the failure of any Owner or Occupant to comply with Association Insurance requirements or (c) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.7 Exclusions From Coverage. Association Insurance coverage may exclude (1) coverage of the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit; and (2) liability coverage of an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10
RIGHTS OF DECLARANT

10.1 Reserved Rights. Until the sale of all Units in the Condominium, Declarant, or its successors and assigns, may:

(a) but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, subject to Section 4.4 to which Declarant must abide;

(b) use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models showing the Condominium or maintaining signs;

(c) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units;

(d) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it to any third party;

(e) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements;

(f) lease Units owned by Declarant on such terms as Declarant desires; and

(g) make alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction.

ARTICLE 11
RIGHTS OF MORTGAGE HOLDERS

11.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of mortgage holders as specified in Article 13.

11.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

11.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insured hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of Mortgagees.

11.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 12
EXPANSION OF CONDOMINIUM

12.1 Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the real estate as the Expansion Real Estate and by constructing thereon, either before or after such expansion, no more than an additional forty (40) Units. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their Owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

12.2 Effect of Expansion. Upon each such expansion in which Units are added to the Condominium, the following adjustments shall be made:

(a) The Interests shall be recalculated.

(b) The common surpluses and expenses of the Condominium shall be shared among the Owners of all Units according to their Interests as adjusted in the manner set forth above, or as otherwise specifically provided for herein.

(c) Each Owner of a Unit shall be a member of the Association entitled to a vote in accordance with Section 4.2.

12.3 Method of Expansion. Expansion shall occur upon recording amendments and addenda to this Declaration and the Plat describing and showing the location and floor plans of the Buildings, Units, other improvements and Common Elements of that Expansion Real Estate and such amendments need be executed only by Declarant.

12.4 Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing any improvements upon the Expansion Real Estate. This easement shall expire at such time as Declarant's rights under Article 10 shall expire.

ARTICLE 13
AMENDMENT OF DECLARATION

13.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy-five (75%) of the Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the Unit's Mortgagee, or the holder of an equivalent security interest, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. The document submitting the amendment for recording shall state that the required consents and approvals for the amendment were received. No action to challenge the validity of an amendment shall be permissible if commenced more than one (1) year after the amendment in question is recorded.

13.2 Requirement for Special Approvals of Certain Amendments. (a) No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the construction of a Unit or Common Elements as platted, the Declarant may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to construct the Units or Common Elements.

(c) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit or Common Element as platted, the Declarant, Owner, or Association, as appropriate, may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Unit or Common Elements.

13.3 Material Amendments. A change to the provisions hereof affecting any of the following shall also require approval by 51% of Mortgagees: (a) voting rights; (b)

assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer the Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 14
REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner of Occupant.

ARTICLE 15
SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on Timothy J. Voeller, 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 16
EASEMENTS

16.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

16.3 Utility and Emergency Easement. The Condominium shall be subject to easements granted and reserved to the Village of Mukwonago for the installation, maintenance, repair and replacement of watermain, sanitary sewer and storm water utilities over, upon and under the portion of the Condominium as described on the Plat. Legal descriptions of the utility easements are found on Exhibit A. Additionally, the Condominium shall be subject to an easement granted and reserved to the Village of Mukwonago for public safety and public service access, including but not limited to police, fire and rescue services over and upon the portion of the Condominium as described on the Plat as Sandhill Court. Within these easements, no structure, planting, vehicle or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or which may obstruct or retard the access of public service entities. The easement areas and all improvements therein shall be maintained on a day to day basis by the Association as part of the Common Elements. Should it become necessary for the Village of Mukwonago to maintain the utility and access easements, the Association, or each or any of the Owners shall be invoiced, specially assessed or specially charged for any expenses incurred by the Village of Mukwonago. All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of: (1) the Declarant; (2) Association; and (3) the Village of Mukwonago. Any easement granted to the Village of Mukwonago shall not be terminated without the express written consent of the Village of Mukwonago that is recorded with any such proposed termination.

16.4 Drainage. An easement is reserved to Declarant, the Association and the Village over the Common Elements for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan recorded against the Property. Should it become

necessary for the Village to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially charged for any expenses incurred by the Village. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance. No phone, electric or gas utilities shall be permitted within the drainage easements unless the utility crosses the drainage easement at a ninety-degree angle.

16.5 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 17
CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

17.2 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way defines or limits the scope or intent of the various provisions hereof.

17.3 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.5 Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Articles 10 and 12, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

17.6 Remedies and Waivers. All remedies herein are cumulative. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.7 Assignment of Declarant's Rights. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's rights under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granted in Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's rights shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which successor Declarant may act as above.

17.8 Covenants to Run with Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, 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 be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Executed at Waukesha, Wisconsin, this 26th day of January, 2021.

Bielinski Homes, Inc.

By: _____
Frank Bielinski, President

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 26th day of January, 2021, the above-named Frank Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Timothy J. Voeller
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

EXHIBIT A

Legal Description of Phase 1

Lot 1, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 93,815 Square Feet (or 2.1537 Acres) of land, more or less.

Also:

Outlot 1, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 8,931 Square Feet (or 0.2050 Acres) of land, more or less.

Also:

Outlot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 16,539 Square Feet (or 0.3797 Acres) of land, more or less.

Legal Description of Public Sanitary Sewer and Watermain Easement

A Public Sanitary Sewer and Watermain Easement located on, over and across Lot 1, "Chapman Farms" (A Subdivision Plat of Record), being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 317.65 feet to a point on the South Right-of-Way line of "Chapman Farm Blvd."; Thence South 89°22'13" West and along the said South Right-of-Way line, 159.46 feet to the place of beginning of lands herein described;

Thence South 08°06'07" West, 64.31 feet to a point; Thence South 46°19'00" East, 48.04 feet to a point; Thence South 43°41'00" West, 20.00 feet to a point; Thence North 46°19'00" West, 46.02 feet to a point; Thence South 08°06'07" West, 71.19 feet to a point; Thence North 81°53'53" West, 20.00 feet to a point; Thence North 08°06'07" East, 148.33 feet to a point on the said South Right-of-Way line of said "Chapman Farm Blvd."; Thence North 89°22'13" East and along the said South Right-of-Way line, 30.35 feet to the point of beginning of this description.

Said Easement contains 4,660 Square Feet (or 0.1070 Acres) of land, more or less.

Legal Description of Public Storm Sewer and Drainage Easement

A 20.00 foot Wide Public Storm Sewer and Drainage Easement located on, over and across Lot 1, "Chapman Farms" (A Subdivision Plat of Record), being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 317.65 feet to a point on the South Right-of-Way line of "Chapman Farm Blvd."; Thence South 89°22'13" West and along the said South Right-of-Way line, 200.03 feet to a point of curvature; Thence Southwesterly 41.78 feet along the said South Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 210.00 feet, whose central angle is 11°23'52", and whose chord bears South 83°40'17" West, 41.71 feet to a point; Thence South 14°34'01" West and along the Westerly line of said Lot 1, 87.61 feet to the place of beginning of lands herein described;

Thence North 86°52'51" East, 53.46 feet to a point; Thence South 03°07'09" East, 20.00 feet to a point; Thence South 86°52'51" West, 59.83 feet to a point on the said Westerly line of said Lot 1; Thence North 14°34'01" East and along the said Westerly line, 20.99 feet to the point of beginning of this description.

Said Easement contains 1,133 Square Feet (or 0.0260 Acres) of land, more or less.

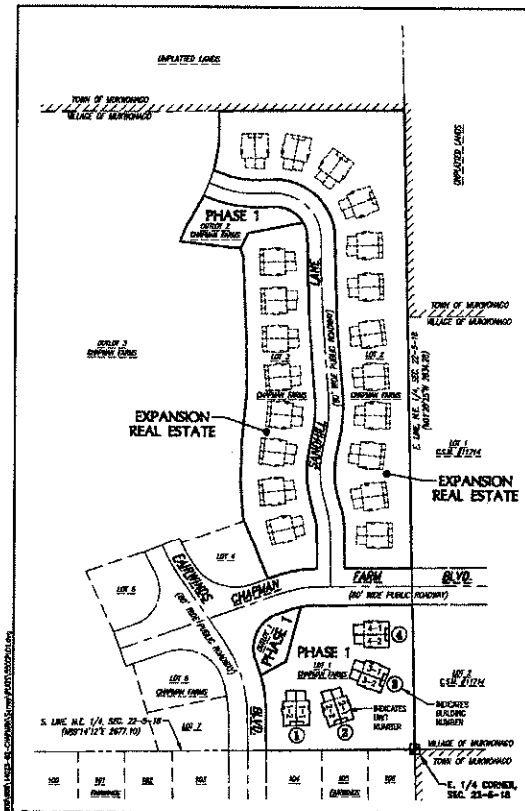
EXHIBIT B

(See Attached Survey of Condominium Plat)

Exhibit B

CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



NORTH
GRAPHIC SCALE: 1"=150'
0 150 300

TRIO
6180 N. Calhoun Road
Suite 200
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER S-2972 MONOMINEE FALLS, WI
LAND SURVEYOR

DECLARANT:
BIELINSKI HOMES, INC.

UNIT NO. / ADDRESS	
1-1	120 SANDHILL COURT
1-2	122 SANDHILL COURT
2-1	114 SANDHILL COURT
2-2	116 SANDHILL COURT
3-1	108 SANDHILL COURT
3-2	110 SANDHILL COURT
4-1	102 SANDHILL COURT
4-2	104 SANDHILL COURT

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE SOUTH LINE OF THE N.E. 1/4 OF SECTION 23, TOWN 5 NORTH, RANGE 19 EAST, BEARS N89°14'12"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 1 AND THE LAND ADJACENT TO "THE VILLAS AT CHAPMAN FARMS CONDOMINIUM" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- ALL EASEMENTS SHOWN HEREON WERE GRANTED TO THE VILLAGE OF MUKWONAGO ON THE FINAL PLAT OF "CHAPMAN FARMS" UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "CHAPMAN VILLAS CONDOMINIUM", and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 11th day of JANUARY, 2021.

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 1/11/21

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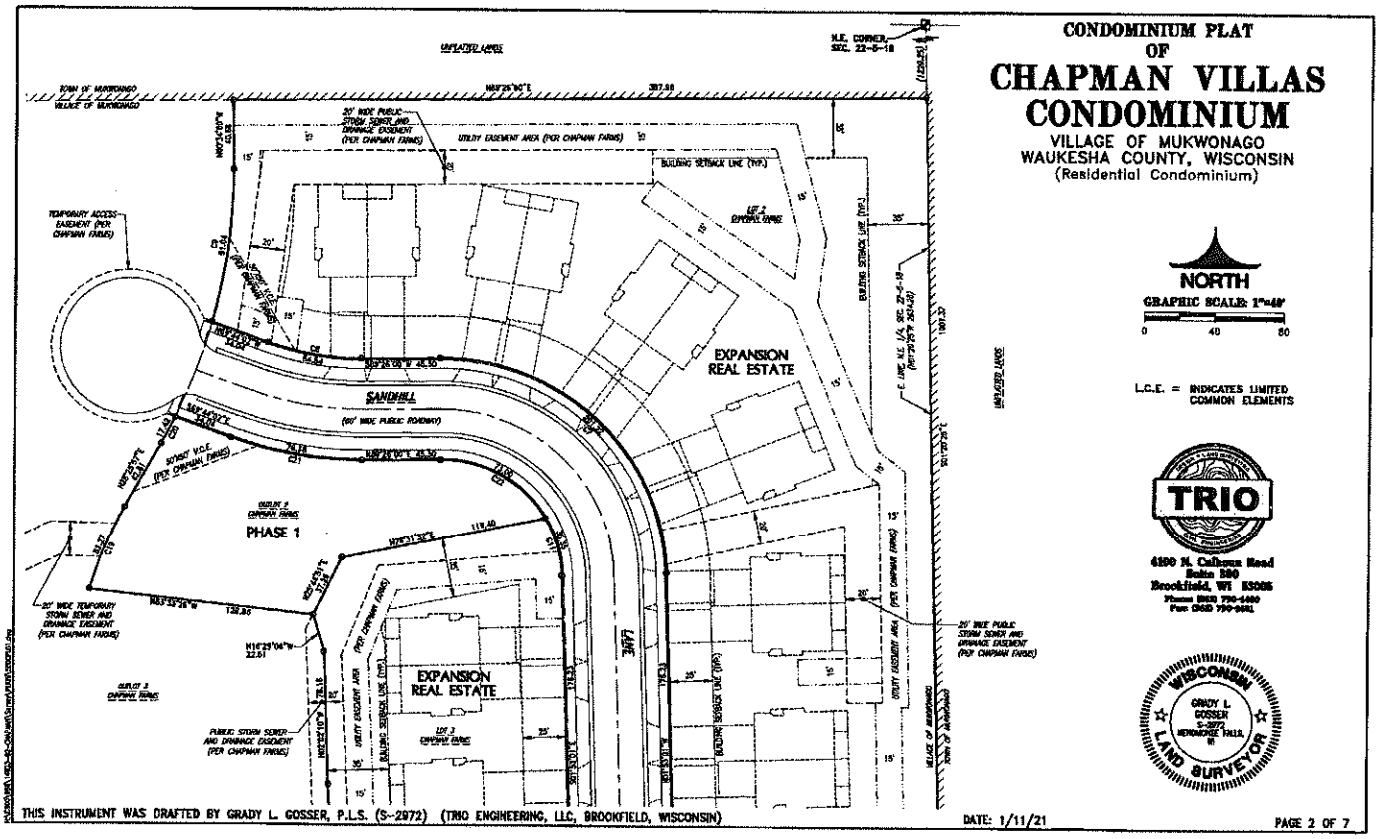
CONDOMINIUM PLAT
OF
CHAPMAN VILLAS
CONDOMINIUM
VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)
NORTH
GRAPHIC SCALE: 1"=40'
0
40
80
L.C.E. = INDICATES LIMITED COMMON ELEMENTS
TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR
EXPANSION REAL ESTATE
EXPANSION REAL ESTATE
PHASE 1
SANDHILL
(60' WIDE PUBLIC ROADWAY)
UNPLATTED LANDS
N.E. CORNER, SEC. 22-5-18
20' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT (PER CHAPMAN FARMS)
UTILITY EASEMENT AREA (PER CHAPMAN FARMS)
BUILDING SETBACK LINE (TYP.)
TEMPORARY ACCESS EASEMENT (PER CHAPMAN FARMS)
20' WIDE TEMPORARY STORM SEWER AND DRAINAGE EASEMENT (PER CHAPMAN FARMS)
PUBLIC STORM SEWER AND DRAINAGE EASEMENT (PER CHAPMAN FARMS)
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)
DATE: 1/11/21
PAGE 2 OF 7

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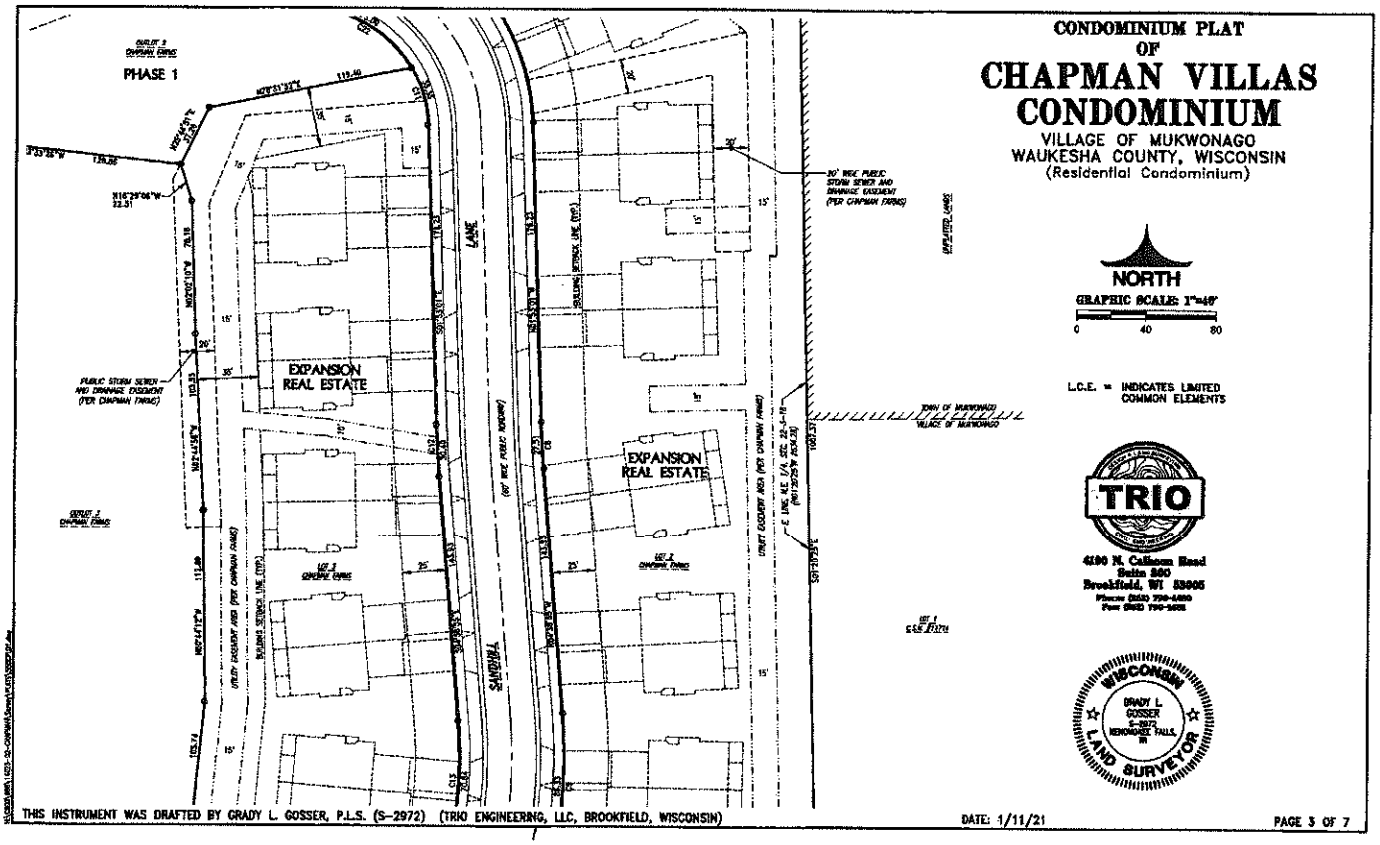

CONDOMINIUM PLAT
OF
CHAPMAN VILLAS CONDOMINIUM
VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

L.C.E. = INDICATES LIMITED COMMON ELEMENTS

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WISCONSIN
GRADY L. GOSSER
S-2972
HENOMONEE FALLS, WI
LAND SURVEYOR

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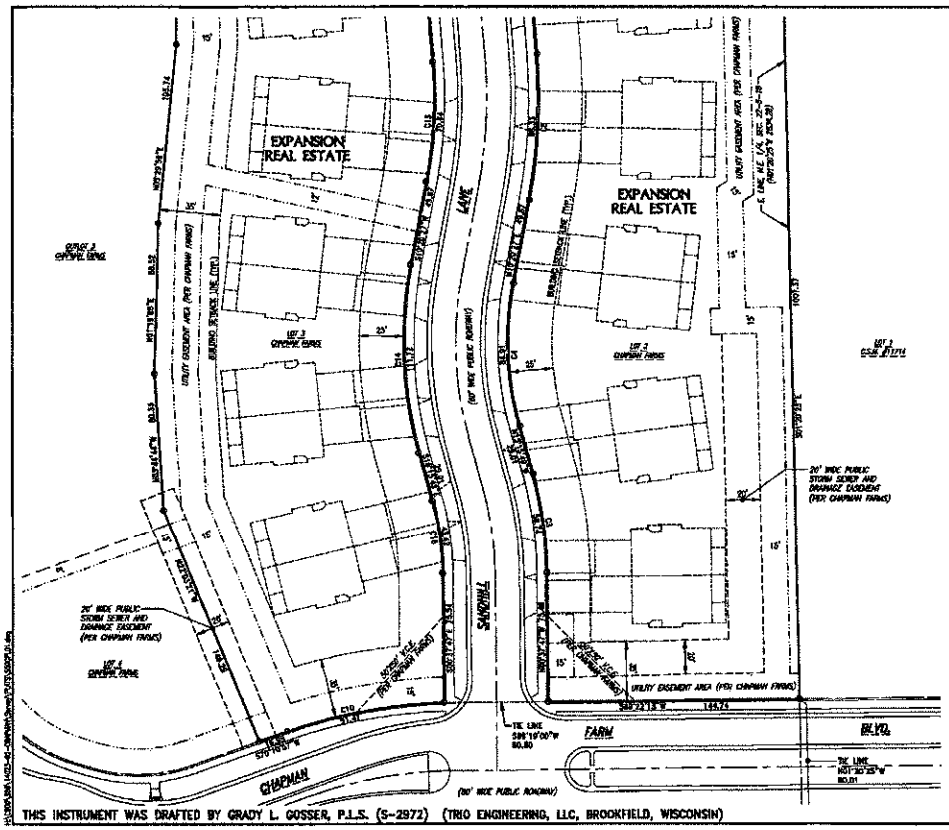

CONDOMINIUM PLAT
OF

CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NORTH

GRAPHIC SCALE: 1"=40'

0 40 80

L.C.E. = INDICATES LIMITED COMMON ELEMENTS

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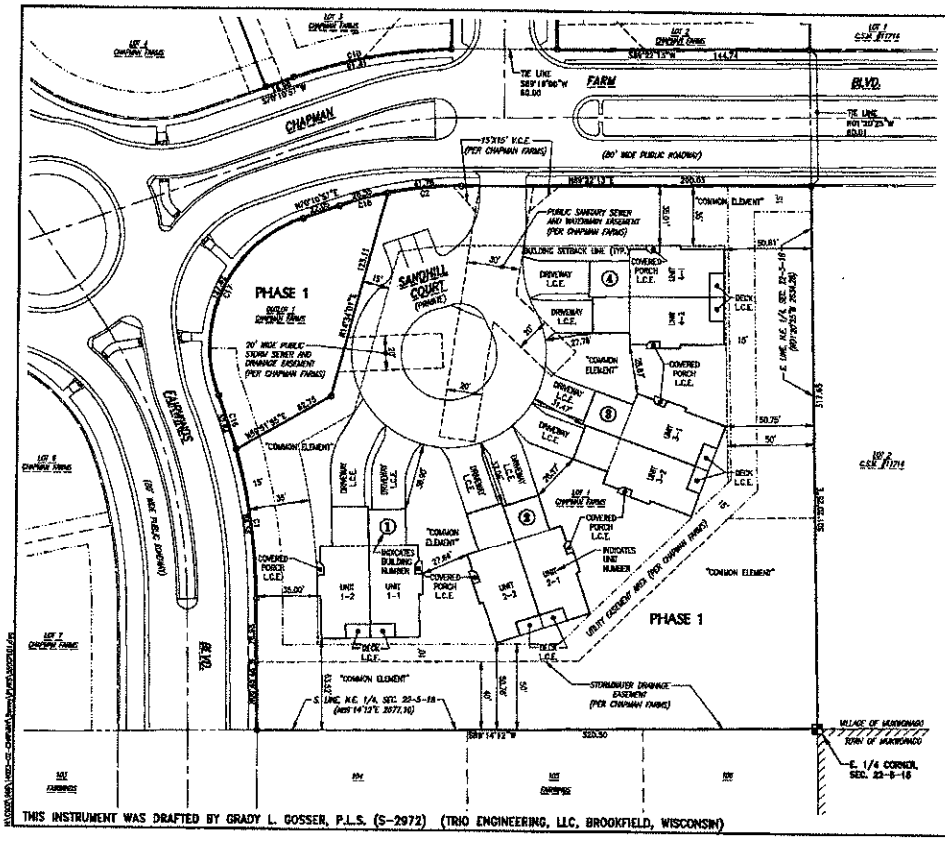

CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

NORTH

GRAPHIC SCALE: 1"=40'

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CONDOMINIUM PLAT
OF
CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 1):

Lot 1, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 93,815 Square Feet (or 2.1537 Acres) of land, more or less.

Also:

Outlot 1, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southwest 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 8,831 Square Feet (or 0.2050 Acres) of land, more or less.

Also:

Outlot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southwest 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 16,539 Square Feet (or 0.3797 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (EXPANSION REAL ESTATE):

Lot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 193,241 Square Feet (or 4.4362 Acres) of land, more or less.

Also:

Lot 3, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

Said Parcel contains 108,833 Square Feet (or 2.4525 Acres) of land, more or less.

TRIO
4100 N. Calhoun Road
Suite 200
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2872
MUKWONAGO FALLS, WI
LAND SURVEYOR

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	348.00	14°55'28"	88.56	88.31	N08°15'32"W	N00°46'48"W	N15°41'16"W
C2	258.00	17°23'52"	41.78	41.71	S83°48'17"W	S88°32'13"W	S71°08'21"W
C3	258.00	14°28'05"	58.74	58.58	N07°36'48"W	N00°37'47"W	N15°15'49"W
C4	198.00	25°36'15"	84.91	84.20	S02°27'41"E	S10°20'27"W	S15°15'48"E
C5	338.00	14°59'22"	88.43	88.18	N02°50'48"E	N10°20'27"E	N04°38'35"W
C6	578.00	2°45'54"	27.61	27.50	S05°16'58"E	S01°53'01"E	S04°38'55"E
C7	138.00	86°40'00"	201.22	182.72	N46°13'30.5"W	N01°53'01"W	S88°26'59"W
C8	156.00	23°49'58"	64.84	64.34	S88°08'01"E	S88°44'02"E	N69°26'03"E
C9	533.00	15°36'51"	91.04	90.78	N07°15'55.5"E	N15°03'51"E	N00°34'00"W
C10	298.00	16°53'36"	91.41	91.03	S79°12'45"W	S88°14'33"W	S70°10'57"W
C11	70.00	28°56'56"	35.35	34.97	N15°53'01"W	N01°53'01"W	N30°49'59"W
C12	838.00	2°45'54"	30.40	30.40	S05°15'58"E	S01°53'01"E	S04°38'55"E
C13	378.00	14°59'22"	70.84	70.63	N02°50'48"E	N10°20'27"E	N04°38'35"W
C14	258.00	23°36'18"	111.72	110.89	S02°27'41"E	S10°20'27"W	S13°15'48"E
C15	178.00	14°28'02"	43.42	43.31	N07°36'48"W	N00°37'47"W	N15°15'49"W
C16	340.00	5°32'03"	32.84	32.83	N18°27'17.5"W	N15°41'16"W	N21°13'18"W
C17	80.00	91°24'16"	127.62	114.52	S24°26'49"W	S79°18'57"W	S21°13'18"E
C18	216.00	7°47'24"	28.55	28.53	S74°04'39"W	S77°58'21"W	S70°10'57"W
C19	298.00	11°31'05"	59.27	52.18	S22°40'24.5"W	S28°25'57"W	S16°54'52"W
C20	333.00	2°58'31"	17.42	17.42	N29°56'01.5"E	N28°25'57"E	N25°26'26"E
C21	215.00	20°40'38"	76.38	75.94	S80°09'01"E	S89°44'02"E	N69°26'00"E
C22	70.00	36°45'01"	73.00	69.74	N60°41'29.5"W	N36°48'58"W	S89°26'59"W

S:\2020\MUK\1602-20-CHPMAN\Dwg\PLATS\20CP01.dwg

EXHIBIT C

All addresses are Mukwonago, Wisconsin.

Building No.	Unit No.	Unit Address	Floor Plan Style
1	1-1	120 Sandhill Court	1412 Adalyn
1	1-2	122 Sandhill Court	1412 Adalyn
2	2-1	114 Sandhill Court	1412 Adalyn
2	2-2	116 Sandhill Court	1412 Adalyn
3	3-1	108 Sandhill Court	1412 Adalyn
3	3-2	110 Sandhill Court	1412 Adalyn
4	4-1	102 Sandhill Court	1412 Adalyn
4	4-2	104 Sandhill Court	1412 Adalyn

EXHIBIT D

(See Attached Floor Plans)

Exhibit D

CONDOMINIUM PLAT
OF
CHAPMAN VILLAS CONDOMINIUM
VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

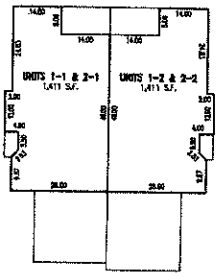
TRIO
4180 N. Calhoun Road
Suite 208
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

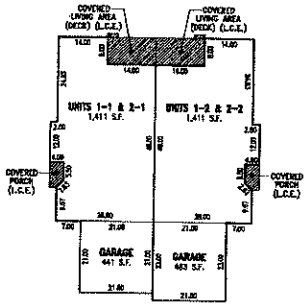
NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB AND THE GARAGE.
- SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

INDICATES LIMITED COMMON ELEMENTS

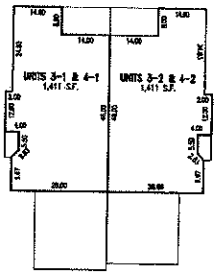
BUILDINGS 1 & 2 FOUNDATION PLAN



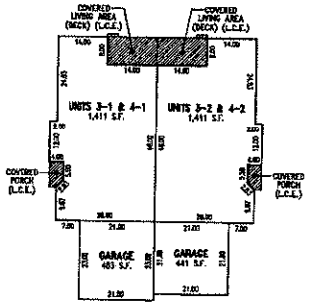
BUILDINGS 1 & 2 FIRST FLOOR PLAN



BUILDINGS 3 & 4 FOUNDATION PLAN



BUILDINGS 3 & 4 FIRST FLOOR PLAN



THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 1/11/21

PAGE 7 OF 7

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EXHIBIT E

LEGAL DESCRIPTION FOR EXPANSION REAL ESTATE

Lot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

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Also:

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Said Parcel contains 106,833 Square Feet (or 2.4525 Acres) of land, more or less.

Electronically Recorded
4555749
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:02/09/2021 12:46:20 PM
Total Fee: $30.00 Page(s): 1
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

48

Document Number	Chapman Villas Condominium
	Document Title

AFFIDAVIT OF CORRECTION

STATE OF WISCONSIN }
}SS
COUNTY OF WAUKESHA }

I, GRADY L. GOSSER, Professional Land Surveyor, Being first duly sworn on oath, depose and say:

That on the Condominium Plat of **"CHAPMAN VILLAS CONDOMINIUM"**, recorded in the Office of the Register of Deeds for Waukesha County on January 28, 2021, in Book 6 of Condominium Plats, at Pages 346 through 352 inclusive, as Document No. 4551987, being a part of Lots 1, 2, 3 and Outlots 1 and 2 of "Chapman Farms" being located in a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, an error was made in the transcription thereon:

I, GRADY L. GOSSER, do hereby declare and affirm that the following is the correction:

SCANNED

Name and Return Address
Grady L. Gosser, P.L.S.
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI. 53005

MUKV 1957-997-002
Parcel Identification Number (PIN)

PAGE 1 of 7:

- In the upper righthand corner there is a box listing the Unit No./Address that reads as follows:

1-1	120 Sandhill Court		*1-1*	***1356 Sandhill Court***
1-2	122 Sandhill Court	***And is hereby corrected to read:***	*1-2*	***1352 Sandhill Court***
2-1	114 Sandhill Court		*2-1*	***1368 Sandhill Court***
2-2	116 Sandhill Court		*2-2*	***1364 Sandhill Court***
3-1	108 Sandhill Court		*3-1*	***1380 Sandhill Court***
3-2	110 Sandhill Court		*3-2*	***1376 Sandhill Court***
4-1	102 Sandhill Court		*4-1*	***1392 Sandhill Court***
4-2	104 Sandhill Court		*4-2*	***1388 Sandhill Court***

Dated this 5th day of FEBRUARY, 2021.

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972

STATE OF WISCONSIN }
}SS
COUNTY OF WAUKESHA}

The above Affidavit subscribed and sworn to me on this 5th day of February, 2021.

ALEX ERDMANN
NOTARY PUBLIC
STATE OF WISCONSIN

Print Name: Alex Erdmann
Notary Public, AE
My Commission Expires: 10/09/2021
Waukesha County

SHEET 1 of 1

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

Electronically Recorded
4555750
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:02/09/2021 12:46:20 PM
Total Fee: $30.00 Page(s): 4
Transfer Tax: $0.00

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The above recording information verifies that this document has been electronically recorded and returned to the submitter.

Document Number

AFFIDAVIT OF CORRECTION

Document Title

The undersigned, Timothy J. Voeller ("Affiant") drafted a Declaration of Condominium of Chapman Villas Condominium ("Declaration") 26, 2021 and recorded with the Register of Deeds of Waukesha County on January 28, 2021 as Document Number 4551988 affecting certain real estate described on **Exhibit A** attached hereto. Affiant inserted the wrong addresses on Exhibit B and Exhibit C to the Declaration.

Affiant makes this affidavit for the purpose of correcting Exhibit B and Exhibit C to the Declaration to include the correct addresses:

1. The addresses shown on page 1 of 7 of Exhibit B should be deleted and replaced with the following:

Unit 1-1	1356 Sandhill Court
Unit 1-2	1352 Sandhill Court
Unit 2-1	1368 Sandhill Court
Unit 2-2	1364 Sandhill Court
Unit 3-1	1380 Sandhill Court
Unit 3-2	1376 Sandhill Court
Unit 4-1	1392 Sandhill Court
Unit 4-2	1388 Sandhill Court

2. Exhibit C attached to the Declaration should be deleted and replaced with Exhibit C-1 attached hereto.

Executed this 5th day of February, 2021.

AFFIANT:

Timothy J. Voeller

Recording Area

Name and Return Address:
Timothy J. Voeller
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

PIN:
MUKV 1957-997-002

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CHAPMAN VILLAS CONDOMINIUM ASSOCIATION, INC.

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BY-LAWS OF

CHAPMAN VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is Chapman Villas Condominium Association, Inc. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Condominium of Chapman Villas Condominium (the "Declaration"). This Association is organized pursuant to the Wisconsin Condominium Ownership Act, as amended from time to time ("Act") to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these By-Laws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration.

1.3 Members. The Owners are the "Members" of the Association.

1.4 Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, Bielinski Homes, Inc. (the "Declarant") shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve until the events specified in Section 4.3 of the Declaration.

1.5 Location. The principal office of the Association shall be at 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072. The Association may have offices at other such places as the Board may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING

2.1 Voting.

(a) Each Unit is vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, as set forth in the Declaration. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

2.2 Majority of Owners. A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners shall constitute a quorum. Except for meetings of the Board, Members may not transact any business if less than a quorum is present for any Association meeting.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies in writing must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address and telephone number. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board and may be held virtually at the discretion of the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on the first Tuesday in October of each year. At the annual meeting, one or more members of the Board may be elected by the Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Majority of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless written waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Procedure. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

3.8 Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.
(b) Proof of Notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Election of directors (when applicable).
(g) Unfinished business.
(h) New business.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board composed of three (3) persons. Subject to Section 1.4, at least 2 Directors must be Owners (including, for this purpose, officers of Owners that are entities).

4.2 Election and Term of Office. Each Director elected by the Owners shall hold office for a term of 1 year and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

(a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).

(b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.

(c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.

(d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.

(e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section.

(f) Performing such other functions as are required by law or the Declaration.

4.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting if a majority of the whole Board is present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15. Indemnity of Directors and Officers.

(a) Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one-year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

6.2 Assessments.

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due.

Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged all costs of collection, including actual attorneys' fees, a 5% late fee and compound interest at the rate of one percent (1%) per month on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to outstanding costs of collection, if any, then interest, if any, and then to the assessment payment first due.

6.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit. If an Owner fails to timely pay an assessment or installment thereof, such failure shall be deemed a default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board. An Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

6.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository.

6.5 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

6.6 Remedies Non-Exclusive. The provisions of these By-Laws shall in no way limit or restrict any other remedies or rights as set forth in the Declaration or the Act and shall not be exclusive, but shall be in addition to all other remedies provided by the Declaration and other laws of the State of Wisconsin. In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against any Owner(s) or defend any claim or allegation by a Unit Owner(s), including any counterclaims, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Owner(s) involved in the claim or defense, all of its costs and expenses, including reasonable attorneys' fees.

ARTICLE 7. OBLIGATIONS OF VARIOUS PERSONS

7.1 Owner Responsibility. Each Owner, at the Owner's own cost, shall:

(a) perform routine maintenance, repair and replacement of all components or installations of the Unit;

(b) pay for the repair and replacement of any portion of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit;

(c) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security;

(d) water the lawn areas adjacent to the Unit; and

(e) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be 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 Member.

7.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Section 7.1 of these Bylaws.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These By-Laws may be amended at a duly constituted meeting for such purpose by the Owners of Units representing at least 75% of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the Mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control, prevail and supersede.

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CHAPMAN VILLAS CONDOMINIUM ASSOCIATION, INC.

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Wisconsin Department of Financial Institutions
Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation

Name of Corporation:	Chapman Villas Condominium Association, Inc.

Principal Office

Mailing Address:	1830 MEADOW LANE, SUITE A
City:	Pewaukee
State:	WI
Zip Code:	53072

Registered Agent

Registered Agent Individual:	TIMOTHY J VOELLER
Name of Entity:	
Street Address:	1830 MEADOW LANE, SUITE A
City:	Pewaukee
State:	WI
Zip Code:	53072

Select Statement

Select one statement:	The corporation will have members
Is this corporation authorized to make distributions under the statute?:	Yes
This document was drafted by:	TIMOTHY J VOELLER

Incorporator

Name:	TIMOTHY J VOELLER
Street Address:	1830 MEADOW LANE, SUITE A
City:	Pewaukee
State:	WI
Zip Code:	53072

Incorporator Signature

I understand that checking this box constitutes a legal signature:	Yes
Incorporator Signature:	Timothy J Voeller

Optional Articles

The purpose(s) for which the corporation is incorporated:	To govern the affairs of Chapman Villas Condominium
Delayed Effective date:	

Directors

Name:	MEG GALASKA
Street Address:	1830 MEADOW LANE, SUITE A
City:	Pewaukee
State:	WI
Zip Code:	53072
Name:	Paul Bielinski
Street Address:	1830 MEADOW LANE, SUITE A
City:	Pewaukee
State:	WI
Zip Code:	53072
Name:	Steve Bielinski
Street Address:	1830 MEADOW LANE, SUITE A
City:	Pewaukee
State:	WI
Zip Code:	53072

Optional Contact Information

Name:	TIMOTHY J VOELLER
Address:	1830 MEADOW LANE, SUITE A
City:	Pewaukee
State:	WI
Zip Code:	53072
Phone Number:	2625744053
Email Address:	tvoeller@bielinski.com

Endorsement

	FILED
Received Date:	03/17/2021

ARTICLES OF INCORPORATION
OF
CHAPMAN VILLAS CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as the incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), hereby adopts these Articles of Incorporation:

1. Name. The name of the corporation shall be Chapman Villas Condominium Association, Inc. (the "Association").

2. Existence. The Association shall have perpetual existence.

3. Purposes. The Association is organized pursuant to a certain Declaration of Condominium of Chapman Villas Condominium which is to be recorded in the office of the Register of Deeds of Waukesha County ("Declaration"), to which reference is made for the definition of capitalized terms used herein, and shall have the following purposes: (a) to serve as an association of owners of Units within the Chapman Villas Condominium (the "Condominium"); (b) to provide for the administration, maintenance, preservation and control of the property and common elements located therein; (c) to assess the owners of Units for the cost of the foregoing; and (d) to engage in any lawful activity within the purposes for which a non-stock corporation may be organized under the Law, subject, however, to the Declaration.

4. Members. Members shall consist of the Owners, as defined in the Declaration.

5. Principal Office. The location of the initial principal office of the Association shall be 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072.

6. Registered Agent and Registered Office. The initial registered agent of the Association shall be Timothy J. Voeller at 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072.

7. Incorporator. The name and address of the incorporator is Timothy J. Voeller at 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072.

8. Stock and Dividends. The Association shall neither have nor issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its Members, directors or officers. The Association, upon specific resolution by the Members, may pay

compensation in reasonable amounts to Members, directors or officers for services rendered and may confer benefits upon its Members in conformity with its purposes.

9. Dissolution. The Association may be dissolved only upon the removal of the Condominium property from the Condominium Act (Chapter 703 of the Wisconsin Statutes). Upon dissolution, other than incident to a merger or consolidation, all of the assets of the Association, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by the majority of the directors of the Association to be similar to those of the Association and that if no such entity is deemed to exist, then all such assets, after payments of such liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed this 17th day of March, 2021.

Timothy J. Voeller

This document was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, Wisconsin 53072
(262) 547-6181

ASSOCIATION DEVELOPER MANAGEMENT AGREEMENT

"Association": Chapman Villas Condominium Association, Inc. Address: 1830 Meadow Lane, Suite A, Pewaukee, WI 53072 "Expenditure Limit": $1,000.00 "Fee": $12.00 per closed unit per month/$100 minimum per month (fee beings at first closing)	"Term": Beginning date: October 1, 2021 Ending date: Date Declarant ceases control over Association "Meetings": All annual owner meetings and all board of director meetings

This Agreement is entered into this March 29, 2021, by and between Bielinski Management, Inc., ("BMI") and the above named Association. In consideration of the mutual terms and conditions set forth in this Agreement, the parties hereto agree as follows:

I. FINANCIAL MANAGEMENT

A. *ASSESSMENT COLLECTION*. BMI is hereby authorized to request, demand, collect, receive and offer receipt for any and all assessments, rents, dues, fees and other sums which may at any time be or become due to the Association and to take such action in the name of the Association by legal process or otherwise as may be required for the collection of fees and other sums which may at any time be or become due. This includes the authority to take action in the name of the Association by way of legal process to collect the same upon approval by the Association's Board of Directors. Each month included with the financial report, BMI shall furnish the Association with an itemized list of all accounts which were delinquent as of the end of the then prior month. BMI shall not be liable for any rents, assessments, fees or other sums which it is unable to collect. BMI shall not provide collection services on behalf of the Association but shall use its best efforts and, upon request of the Association, will arrange for legal services to be taken on behalf of the Association.

B. *BANK ACCOUNTS*. BMI shall establish and maintain a separate bank account as agent of the Association for the deposit of the money of the Association with authority to draw thereon for any payments to be made by BMI to discharge liabilities or obligations as well as for the payment of the Fee due to BMI. All costs associated with maintaining such account shall be an operating expense charged to and paid by the Association. BMI shall have full authority over any account which it opens on behalf of the Association. Copies of all bank statements shall be available to the Association monthly.

C. *ACCOUNTING*. BMI shall maintain a record of income, expenses, assets and other liabilities of the Association utilizing the cash or accrual method of accounting. BMI may utilize its computerized payable system, which includes computer printed Association checks. The Association shall be responsible for providing initial financial records with audited or otherwise verified opening balances for both assessments and general ledger accounts.

D. *BUDGET PREPARATION*. BMI shall prepare and submit to the Association, 60 days prior to the beginning of the new fiscal year, a recommended operating budget for that fiscal year showing anticipated receipts and expenditures. Adoption of each budget by the Association shall occur at least 30 days prior to its effective date.

E. *ASSESSMENT BILLING*. BMI will provide annual dues statements for payment. BMI will provide delinquency notices to all delinquent Association members on a monthly basis.

F. *ASSESSMENT COLLECTION AND RECORDS*. BMI shall maintain a record of assessment charges, adjustments and receipts and include them in the financial reports. This information will also show the name of each unit owner in the Association, their unit number and the monthly charges for assessments.

G. *DELINQUENCY PROCESSING*. Upon request by the Association, BMI shall work with the Board of Directors to develop a delinquency policy and procedure for the Association. BMI will administer the delinquency procedure by charging late fees, securing legal counsel to represent and work for the Association, at the Association's expense, and answering questions regarding accounts. BMI shall prepare delinquency rolls containing the delinquent owners' names, unit numbers and balances owing to Association on a monthly basis.

H. *INVOICE/DISBURSEMENT PROCEDURES*. BMI will receive, review, and approve invoices and other bills received by the Association; prepare checks for payments of approved Association expenses as permitted, and maintain vendor files with attached checks, copies and invoices.

I. *FINANCIAL STATEMENTS*. BMI will prepare and maintain the records necessary to produce monthly computerized financial statements and provide the Association with copies of the balance sheets, income statements, cash disbursements summaries and delinquency reports. Upon the calendar year-end closing, BMI will prepare for the Association a year-end cumulative report. Due to the nature and extent of the

financial reports being provided by BMI, the Association understands the reports may not be available until April 1st of the new year.

J. *TAX PREPARATION/AUDIT*. BMI will cooperate with the Association's independent certified public accountant in the annual audit and/or tax preparation by making all records, books and files available for inspection and review by the certified public accountant, review the resulting audit and make the certified public accountant's recommended adjustments to the Association's records.

K. *INVESTMENTS*. Although BMI will not offer any investment advice, it will assist the Association in obtaining the appropriate information necessary to develop an investment program utilizing savings account, money market funds or other investment products. BMI will gather the information for review by the Association, but cannot endorse any specific investment products. BMI will assist the Association in preparation of necessary documents required by banking and investment institutions and further implement the investment program selected by the Association for reserves and other funds, as cash flow demands allow.

II. ADMINISTRATIVE MANAGEMENT

A. *FILES AND RECORDS*. The Association is responsible for providing BMI with complete copies of all governing documents (including declarations, by-laws, rules and regulations together with all amendments or supplements thereto), current resolutions, current and accurate financial information, a current roll of members, owners or tenants, plus other pertinent information requested by BMI, as may be necessary to assist BMI in performing its obligations hereunder. BMI, at its option, may utilize its own organization system with the records it receives and maintains. Originals of all records will be maintained by BMI. BMI will develop and maintain a filing system of the Association's important papers, such as contracts, resident communications, public agency filings, financial information and other information which may be important in future decision making by the Association. BMI will make the Association's routine books and records available for inspection by any owner upon reasonable notice during regular business hours. At the end of this agreement all original documents and records will be turned over to the Association. It is expressly understood that all documents and records are the property of the Association.

B. *CORRESPONDENCE*. BMI will prepare or advise the Association in the preparation of general correspondence dealing with business matters between the Association and residents, contractors, agents, government officials, or other entities. BMI will maintain files for all such correspondence. BMI will arrange for the mailing or other distribution of notices required by the Association's governing documents or as may be directed by the Association. The Association shall promptly respond to all inquiries, requests and actions requested by BMI. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, and addressed to the parties at the addresses listed above.

C. *INSURANCE CLAIM ADMINISTRATION*. BMI will assist the Association in the selection of an insurance broker and aid the Association and its broker in placing insurance as required by the governing documents of the Association, or as otherwise decided by the board of directors. BMI will provide administrative oversight of insurance claims.

D. *RULES ADMINISTRATION*. BMI will assist the Association in the development of reasonable and enforceable rules by coordinating with the Board of Directors, or a separate rule committee, and legal counsel. BMI will notify homeowners of any rule violations, as may be determined by the Board of Directors, and take such other actions as may be consistent with Association policy to assist the Association in the administration of its governing documents.

E. *POLICY DEVELOPMENT*. BMI will inform the Association concerning significant legislation, insurance, financial practices, court decisions, or other such changes in the laws pertaining to community associations which may come to the attention of BMI. BMI will work with the Board of Directors and offer advice and direction to the Association regarding their governing procedures and the responsibilities of the Board of Directors.

F. *LOT TRANSITION SERVICES*. BMI will provide basic information about the Association as requested by a member who wishes to sell or refinance his/her lot, a prospective buyer or their real estate agents. BMI will prepare resale disclosures certificates, refinancing forms and any other information as may be required or requested, on behalf of any lot owner which desires to sell or refinance a lot; the costs for processing such disclosures or forms are not included in the Fee but shall be the responsibility of the selling or refinancing party. BMI shall attempt to use the most current information available to it; however, the Association shall indemnify BMI for any claim, action or suit by a member of the Association alleging errors or omissions in a resale disclosure statement. BMI will not charge Bielinski Homes or any related entity ("Bielinski Homes") for the preparation of any documents by BMI in connection with the sale of a lot or property by Bielinski Homes.

G. *PROFESSIONAL SERVICES COORDINATION.* BMI will provide assistance to the Association in selection of consultants to accomplish specialized functions for the Association in the areas of engineering, law, public accounting and other needs of the Association and fully cooperate with those consultants as may be retained.

III. PROPERTY MANAGEMENT

A. *SERVICES REQUEST PROCESSING.* BMI will receive and record reasonable service requests for repairs or maintenance of the common elements, as may be consistent with established policy, and as agreed upon with the Board of Directors. This may include arranging for prompt and satisfactory response (within 48 hours) to service requests for maintenance or repairs as permitted by Association policy and budget limitations.

B. *CONTRACTOR BIDDING PROCEDURES.* BMI will assist the Association in undertaking a competitive bidding process for non-emergency services. This assistance may include finding contractors for the various projects, receiving bids and other contractor information and submission of the information to the Board of Directors.

C. *CONTRACT DEVELOPMENT.* BMI will assist the Association in selection of contractors for frequent or continuing services. This service may include obtaining bid information, insurance certificates, and contracts. Pursuant to the budget approved by the Board of Directors, BMI is authorized to enter into contracts in the name of the Association or in its name on behalf of the Association, and to place orders for such services, equipment, tools, appliances, materials and supplies as are necessary to maintain the buildings and property of the Association. BMI can also arrange for legal counsel to review the contracts presented to the Association in order to help the Association protect its interests; however, should the Association elect to omit legal review of its contracts, BMI shall not be responsible for the legal consequences of any agreement entered into on behalf of the Association.

D. *SERVICE CONTRACTORS.* BMI will assist the Association by meeting with or otherwise communicating the Association's directions to the providers of recurring services, such as landscape maintenance professionals, janitorial service providers, snowplowers, as well as any other contractors consistently providing services to the Association.

E. *MEETING ATTENDANCE.* BMI shall attend the number of regularly scheduled meetings set forth above under "Meetings." BMI will support the operation of the meetings by providing the necessary materials, personnel and helping the board of directors with any procedural questions which they may have.

F. *EXPENDITURE LIMITS.* BMI is authorized to make disbursements, expenditure commitments and enter into contracts related to its responsibilities to the Association up to the Expenditure Limit set forth above, without prior approval from the Association. The Association grants BMI this authority without limit in those situations requiring emergency repairs or services involving danger to life or property which may be immediately necessary for the preservation and safety of the property or its residents. In all such cases, BMI shall make a reasonable effort to minimize costs and to consult with a member of the board of directors in a timely fashion.

IV. COMPENSATION/TERMINATION

A. *COMPENSATION.* For the services specified in this Agreement, the Association shall pay to BMI the monthly fee identified above as "Fee". The Fee is due and payable by the end of each month during the Term of this Agreement. BMI is authorized to tender this payment, and any costs or charges it is due in excess of the Fee, to itself from the Association's bank account.

B. *TERM/TERMINATION.* Unless terminated pursuant to any provisions contained within this Agreement shall be effective for the Term set forth above. During the term either party hereto may terminate this contract with a 90 day written notice, with or without cause and without penalty. Upon termination, the parties shall account to each other with respect to all matters outstanding. BMI shall freely yield the Association's records as soon as possible after termination but no later than thirty days after the effective date of termination. Either party may terminate this Agreement without notice to the other in the event a petition in bankruptcy or corporate reorganization is filed by or against BMI or the Association. The provisions of this paragraph shall survive termination of this Agreement.

V. MISCELLANEOUS

A. *LIABILITY.* Except for damages or injuries caused by the negligence or willful misconduct of BMI, its agents, or its employees, the Association shall indemnify and hold BMI harmless for all damages, liabilities, claims, suits, costs and expenses sustained by BMI when carrying out the provisions of this Agreement, acting under the express direction of the Association or as a result of the actions or inaction of the Association, its contractors, members or its employees. BMI shall indemnify and hold the Association

harmless for all damages, liabilities, claims, suits, costs and expenses that arise due to the BMI's negligence or willful misconduct.

B. *INSURANCE*. BMI shall maintain liability and business insurance in force for the entire Term of this Agreement in the amount not to be less than $200,000.00.

C. *COMPLIANCE*. BMI may take such action as may be necessary to comply promptly with any and all orders or requirements affecting the buildings or land of the Association by any federal, state, county or municipal authority having jurisdiction thereover and any other legal orders. However, BMI shall not be responsible for the Association's compliance with any federal, state or local laws and the Association hereby acknowledges that it is solely responsible to maintain itself in strict legal compliance with all federal, state and local laws, rules, orders and regulations of any type. Should the Association fail to operate itself in strict compliance with all federal, state and local laws or illegally discriminate in any manner, BMI may terminate this Agreement, without notice, as may be required elsewhere in this Agreement.

D. *MODIFICATIONS/AMENDMENTS/HEADINGS*. Timing is of the essence in all matters herein. All hold harmless and indemnification provisions throughout this Agreement shall include costs, disbursements and attorneys' fees incurred by the party who is to be held harmless or indemnified. This Agreement is a final and complete statement of the terms, conditions and representations made by both parties. No modification or amendment shall be binding unless it is reduced to writing and executed by both parties. Should any provisions of this Agreement be found to be unenforceable, they alone shall be stricken and the remaining provisions shall remain as written. The headings in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. This Agreement shall be interpreted under the laws of the State of Wisconsin and any litigation between the parties hereto shall be venued in Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first written above.

Association:
Chapman Villas Condominium Association, Inc.

By: _____
Its: President

BMI:
Bielinski Management, Inc.

By: _____
Its: President

CONSENT TO ACTION BY BIELINSKI HOMES, INC.

The undersigned, the Declarant of Chapman Villas Condominium, hereby appoints Meg Galaska, Paul Bielinski and Steve Bielinski to the Board of Directors for the Chapman Villas Condominium Association, Inc.

Executed this 26th day of January, 2021.

Bielinski Homes, Inc.

By: _____
Frank Bielinski, President

INITIAL CONSENT TO ACTION BY THE BOARD OF DIRECTORS

OF CHAPMAN VILLAS CONDOMINIUM ASSOCIATION, INC.

The undersigned, constituting all of the directors of the Board of Directors of Chapman Villas Condominium Association, Inc., a Wisconsin non-stock, non-profit corporation, do hereby consent in writing pursuant to the provisions of Section 181.0821 of the Wisconsin Statutes, for the action set forth in the following resolutions:

1. Organization of a Meeting.

RESOLVED, that this unanimous consent of the initial directors of the non-stock corporation shall be in lieu of an organizational meeting as required by Section 181.0205 of the Wisconsin Business Non-Stock Corporation Law and shall have the same force and affect as though adopted by a unanimous vote at an initial meeting of the Board of Directors of the non-stock corporation duly called and held.

2. Approval of Actions by Incorporator.

RESOLVED, that all actions of the sole incorporator in connection with the organization of the corporation, including, without limitation, executing and causing to be filed and recorded the Articles of Incorporation, are hereby ratified, approved and confirmed.

3. Election of Officers.

RESOLVED, that the following persons are elected to the offices of the non-stock corporation as set forth next to their respective names, to hold office until their successors are elected or until their prior death, resignation or removal:

President – Meg Galaska
Vice President – Paul Bielinski
Secretary – Steve Bielinski
Treasurer – Meg Galaska

and the Secretary of the non-stock corporation is directed to cause a Certificate of Newly-Elected Officers and/or Directors to be filed with the Department of Financial Institutions of the State of Wisconsin within twenty (20) days hereafter.

4. Budget.

RESOLVED, that the budget, attached hereto, is hereby ratified, approved and confirmed.

5. Further Actions.

RESOLVED, that the appropriate officers of the non-stock corporation are hereby authorized and directed on behalf of the non-stock corporation to execute and file such other documents and instruments and to do or cause to be done all such further acts as they may deem necessary or advisable in order to complete the organization and incorporation of the non-stock corporation and to carry into effect the

tenure and purpose of the resolution set forth herein; and that any and all actions so taken by the appropriate officers of the non-stock corporation be and they are hereby ratified, confirmed and approved.

Executed this 29th day of March, 2021.

Meg Galaska

Paul Bielinski

Steve Bielinski

CHAPMAN VILLAS CONDOMINIUM ASSOCIATION

2021 Budget - Chapman Villas COA
January 1 - December 31, 2021 48 units

Ledger Number	Ledger Description	2020 Budget	2021 Budget	2021 Per Unit/Mo	Actual Amount to Spend in 2021 (10 units)	Notes
4100	**Total Assessment**	**$0.00**	**$158,402.00**	**$275.00**	**$33,000.42**	**2020 Dues:$0/mo-new in '21**
Operating Expenses						
6100	Water and Sewer	$0.00	$0.00	$0.00	$0.00	Exterior water part of unit bill
6150	Electric/Gas	$0.00	$2,000.00	$3.47	$416.67	Street lights and sign light
6200	Lawn Care	$0.00	$51,600.00	$89.58	$10,750.00	estimate
6300	Snow Care	$0.00	$41,000.00	$71.18	$8,541.67	estimate
6350	Landscape Repairs	$0.00	$5,000.00	$8.68	$1,041.67	Replacement of Plantings
6500	Exterior Work	$0.00	$5,000.00	$8.68	$1,041.67	Maint. of Common Elements
	Total	**$0.00**	**$104,600.00**	**$181.60**	**$21,791.67**	
Administrative Expenses						
5100	Management Fees	$0.00	$6,912.00	$12.00	$1,440.00	Professional Management Costs
5200	Accounting & Audit	$0.00	$500.00	$0.87	$104.17	Annual Tax Return
5300	Property Insurance	$0.00	$30,000.00	$52.08	$6,250.00	Association Master Policy
5350	Reserve Payments	$0.00	$15,840.00	$27.50	$3,300.00	Future Replacement Costs
5400	General Admin Expenses	$0.00	$350.00	$0.61	$72.92	Miscellaneous administrative costs
5500	Postage	$0.00	$100.00	$0.17	$20.83	Meeting Notices, Minutes, etc.
5600	Copies	$0.00	$100.00	$0.17	$20.83	Meeting Notices, Minutes, etc.
	Total	**$0.00**	**$53,802.00**	**$93.41**	**$11,208.75**	
	Total Expenses	**$0.00**	**$158,402.00**	**$275.00**		**$33,000.42 to spend in 2021**
	Monthly Dues	**$0.00**				

4633972

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
November 18, 2021 01:56 PM
James R Behrend
Register of Deeds
15 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF CHAPMAN VILLAS CONDOMINIUM

Document Number

Document Title

THIS FIRST AMENDMENT to Declaration of Condominium of Chapman Villas Condominium is made and entered into by Bielinski Homes, Inc., a Wisconsin corporation ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of Chapman Villas Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 4551988, as corrected by an Affidavit of Correction recorded as Document No. 4555750 (as corrected, the "Declaration"), which subjected certain property in the Village of Mukwonago, Waukesha County, Wisconsin as described on **Exhibit A** attached hereto to the Condominium Ownership Act (the "Act").

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
1830 Meadow Lane, Suite A
Pewaukee, WI 53072

PIN:

In Article 12 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in **Exhibit E** of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase II Property") and to construct thereon four (4) buildings containing a total of eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase II Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article 12 of the Declaration, as amended, hereby submits the Phase II Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Section 2.1 of the Declaration is amended by replacing the number "eight (8)" with "sixteen (16)".

Section 2. Section 3.1 of the Declaration is amended by striking the second sentence of said section and replacing it with the following: "The ownership in each Unit shall include a 1/16th undivided interest in the Common Elements."

Section 3. Exhibits A, B, C-1, D and E to the Declaration are further amended as follows:

(i) Exhibits A, B and D as recorded are amended and expanded to include Exhibits 2A, 2B and 2D attached;
(ii) The attached Exhibit 2C replaces Exhibit C-1; and
(iii) The attached Exhibit 2E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase II Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article 12 nor does it represent that its submitting the Phase II Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 2E setting forth the remaining Expansion Real Estate.

Section 5. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed this 26th day of October, 2021.

BIELINSKI HOMES, INC.

By: _____
Frank Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 26th day of October, 2021, the above named Frank Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledge the same.

_____
Timothy J. Voeller
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

EXHIBIT 2A

Legal Description of Phase II

LEGAL DESCRIPTION "A" (PHASE 2):

All that part of Lot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 397.66 feet to a point on the North Right-of-Way line of "Chapman Farm Blvd." and the place of beginning of lands hereinafter described;

Thence South 89°22'13" West and along the said North Right-of-Way line, 144.74 feet to a point on the East Right-of-Way line of "Sandhill Lane"; Thence Northerly along the said East Right-of-Way line of "Sandhill Lane" the following courses; Thence North 00°37'47" West, 75.48 feet to a point of curvature; Thence Northwesterly 58.74 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 230.00 feet, whose central angle is 14°38'02", and whose chord bears North 07°56'48" West, 58.58 feet to a point of tangency; Thence North 15°15'49" West, 29.01 feet to a point of curvature; Thence Northwesterly 37.92 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 190.00 feet, whose central angle is 11°26'01", and whose chord bears North 09°32'48.5" West, 37.85 feet to a point; Thence North 86°10'12" East, 163.07 feet to a point on the said East line of the said Northeast 1/4 Section; Thence South 01°20'25" East and along the said East line of the said Northeast 1/4 Section, 208.18 feet to the point of beginning of this description.

Said Parcel contains 30,450 Square Feet (or 0.6990 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 2):

All that part of Lot 3, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 397.66 feet to a point on the North Right-of-Way line of "Chapman Farm Blvd."; Thence South 89°22'13" West and along the said North Right-of-Way line, 144.74 feet to a point

on the East Right-of-Way line of "Sandhill Lane"; Thence South 89°19'00" West and along a "Tie Line", 60.00 feet to a point on the West Right-of-Way line of said "Sandhill Lane" and the place of beginning of lands hereinafter described;

Thence Southwesterly 91.41 feet along the said North Right-of-Way line of said "Chapman Farm Blvd." and the arc of a curve, whose center lies to the Southeast, whose radius is 290.00 feet, chose central angle is 18°03'36", and whose chord bears South 79°12'45" West, 91.03 feet to a point of tangency; Thence South 70°10'57" West and along the said North Right-of-Way line, 16.98 feet to a point; Thence North 22°03'21" West and along the East line of Lot 4 and then Outlot 3 of said "Chapman Farms" Subdivision, 146.29 feet to a point; Thence North 03°44'44" West and along the said East line of said Outlot 3, 80.33 feet to a point; Thence North 01°19'05" East and along the said East line, 19.64 feet to a point; Thence South 89°56'49" East, 141.86 feet to a point on the said West Right-of-Way line of said "Sandhill Lane"; Thence Southerly along the said West Right-of-Way line of said "Sandhill Lane" the following courses; Thence Southeasterly 66.83 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 250.00 feet, whose central is 15°19'00", and whose chord bears South 07°36'19" East, 66.63 feet to a point of tangency; Thence South 15°15'49" East, 29.01 feet to a point of curvature; Thence Southeasterly 43.42 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 170.00 feet, whose central angle is 14°38'02", and whose chord bears South 07°56'48" East, 43.30 feet to a point of tangency; Thence South 00°37'47" East, 75.54 feet to the point of beginning of this description.

Said Parcel contains 30,974 Square Feet (or 0.7111 Acres) of land, more or less.

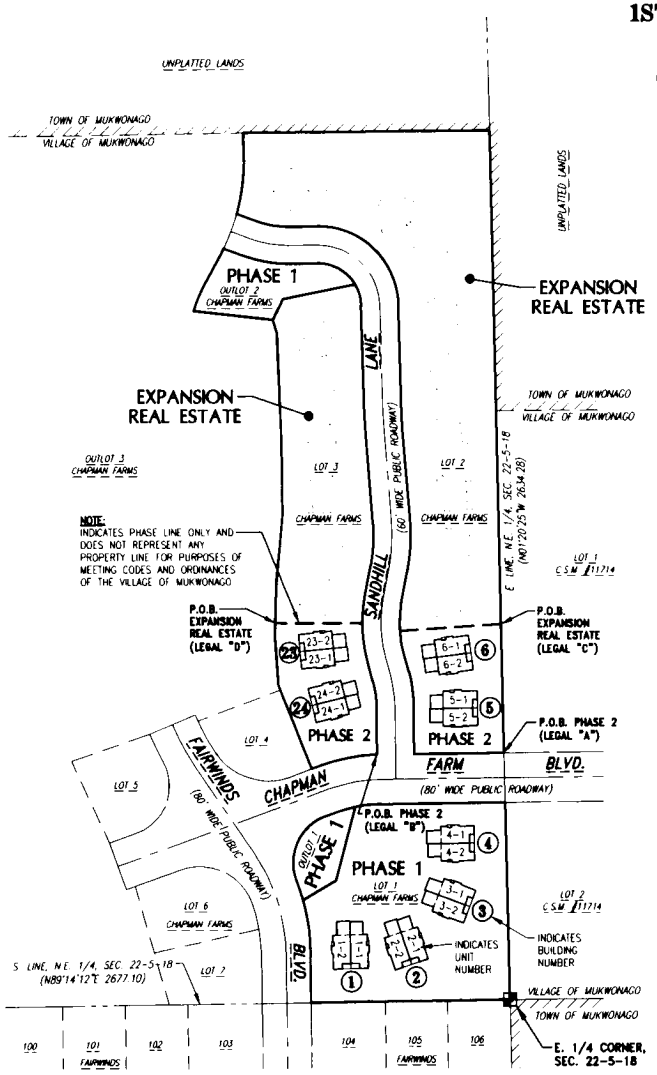
1ST ADDENDUM TO CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

"REGISTER OF DEEDS"

DECLARANT:
BIELINSKI HOMES, INC.

UNIT NO. / ADDRESS	
5-1	1456 SANDHILL LANE
5-2	1452 SANDHILL LANE
6-1	1478 SANDHILL LANE
6-2	1474 SANDHILL LANE
23-1	1479 SANDHILL LANE
23-2	1481 SANDHILL LANE
24-1	1451 SANDHILL LANE
24-2	1455 SANDHILL LANE



NORTH
GRAPHIC SCALE: 1"=150'
0 150 300

TRIO
OREGON • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE SOUTH LINE OF THE N.E. 1/4 OF SECTION 22, TOWN 5 NORTH, RANGE 18 EAST, BEARS N89°14'12"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- STOOPS, PATIOS, SIDEWALKS, DECKS AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE UNIT(S) THEY SERVICE.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB AND THE GARAGE.
- THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION DEPICTED HEREIN AS PHASE 2 AND THE LAND ADJACENT TO "CHAPMAN VILLAS CONDOMINIUM" WHICH MAY BE ADDED TO THE CONDOMINIUM IN ACCORDANCE WITH THE TERMS OF THE DECLARATION.
- THE DECLARANT HAS THE SOLE RIGHT TO DETERMINE THE LOCATION, SIZE, AND OTHER SIMILAR FEATURES WITHIN EXPANSION AREAS INCLUDING WITHOUT LIMITATION THE FUTURE UNITS, GENERAL COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS (SEE CONDOMINIUM DECLARATION).
- ALL EASEMENTS SHOWN HEREON WERE GRANTED TO THE VILLAGE OF MUKWONAGO ON THE FINAL PLAT OF "CHAPMAN FARMS" UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE:

I, GRADY L. GOSSER, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "CHAPMAN VILLAS CONDOMINIUM", and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 1st day of NOVEMBER, 2021

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 11/1/21

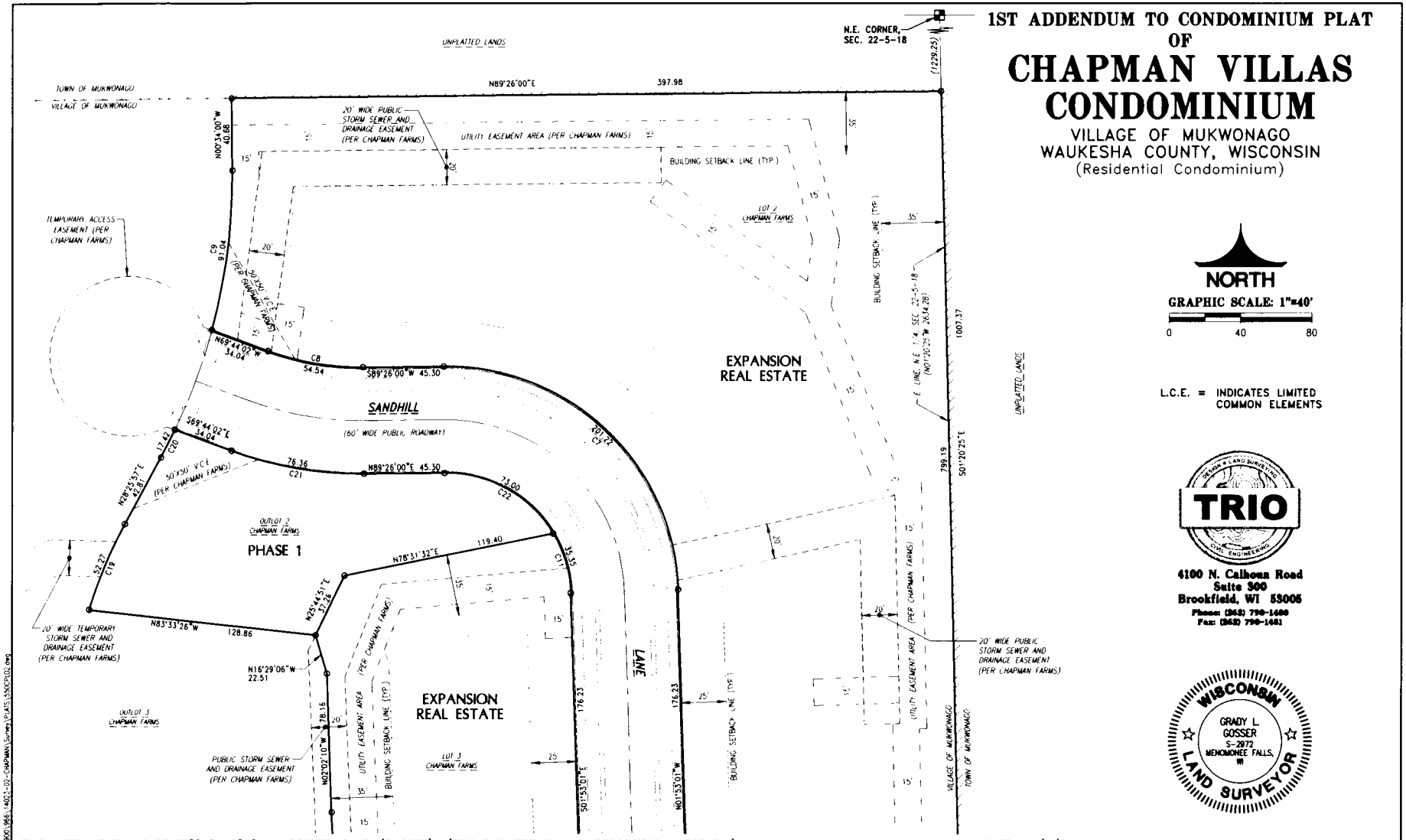
H:\(900\996\14023-02-CHAPMAN\Survey\PLATS\1500PLOT2.dwg

5

Exhibit 2B

1ST ADDENDUM TO CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



NORTH

GRAPHIC SCALE: 1"=40'

0 40 80

L.C.E. = INDICATES LIMITED COMMON ELEMENTS

TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

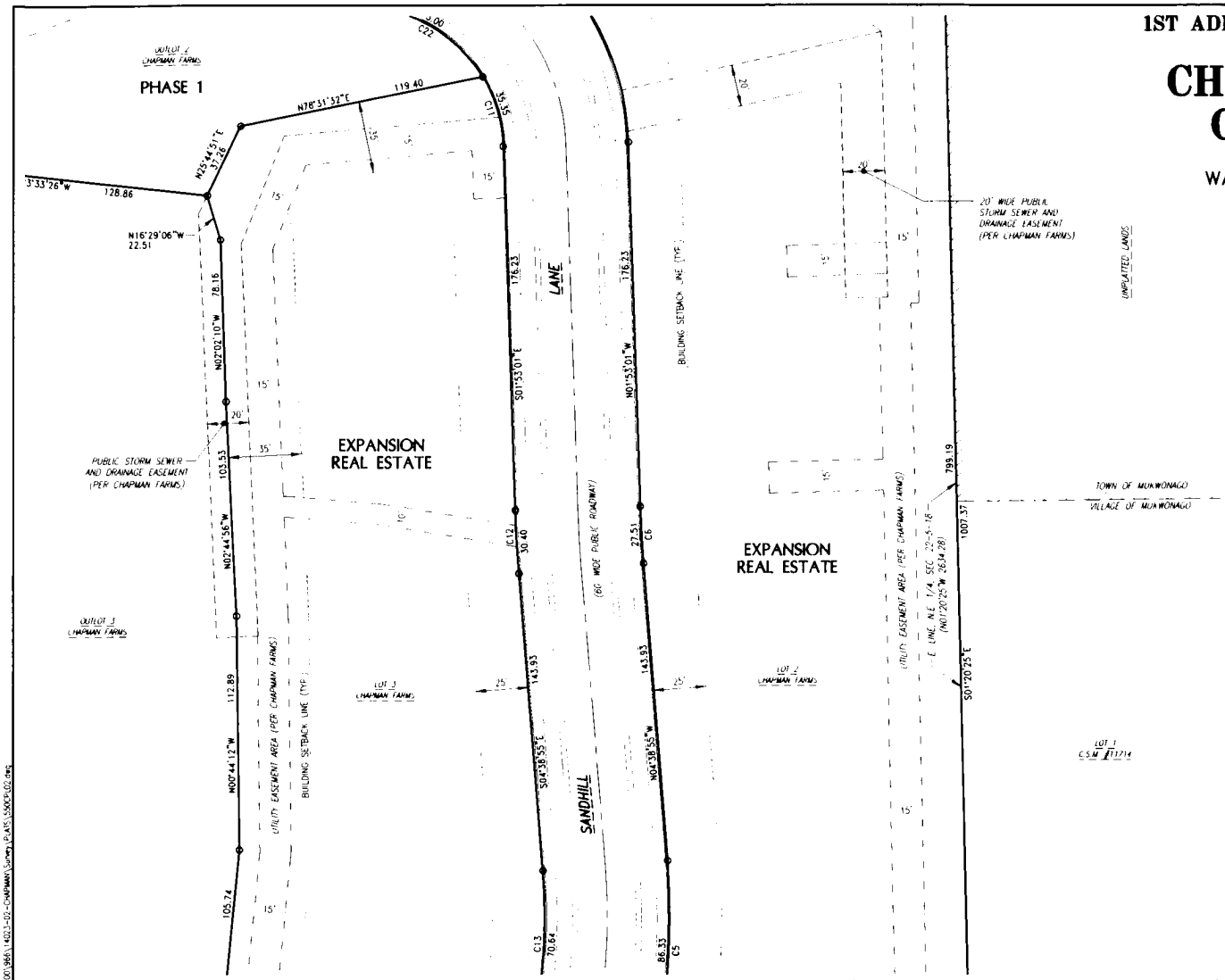
WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 11/1/21

1ST ADDENDUM TO CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



NORTH

GRAPHIC SCALE: 1"=40'

0 40 80

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DESIGN • LAND SURVEYING • CIVIL ENGINEERING

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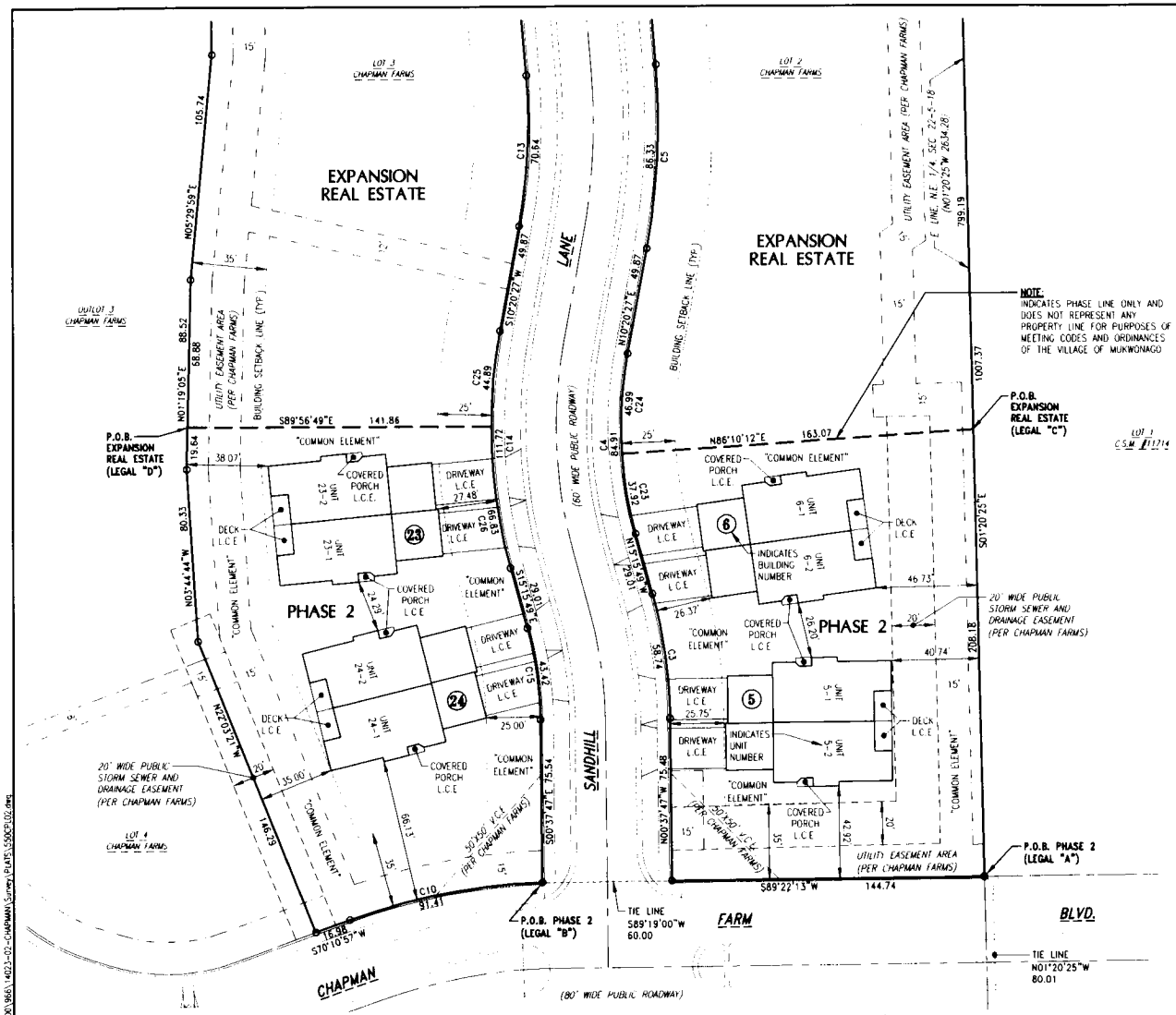
DATE: 11/1/21

7

1ST ADDENDUM TO CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



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LAND SURVEYOR

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DATE: 11/1/21

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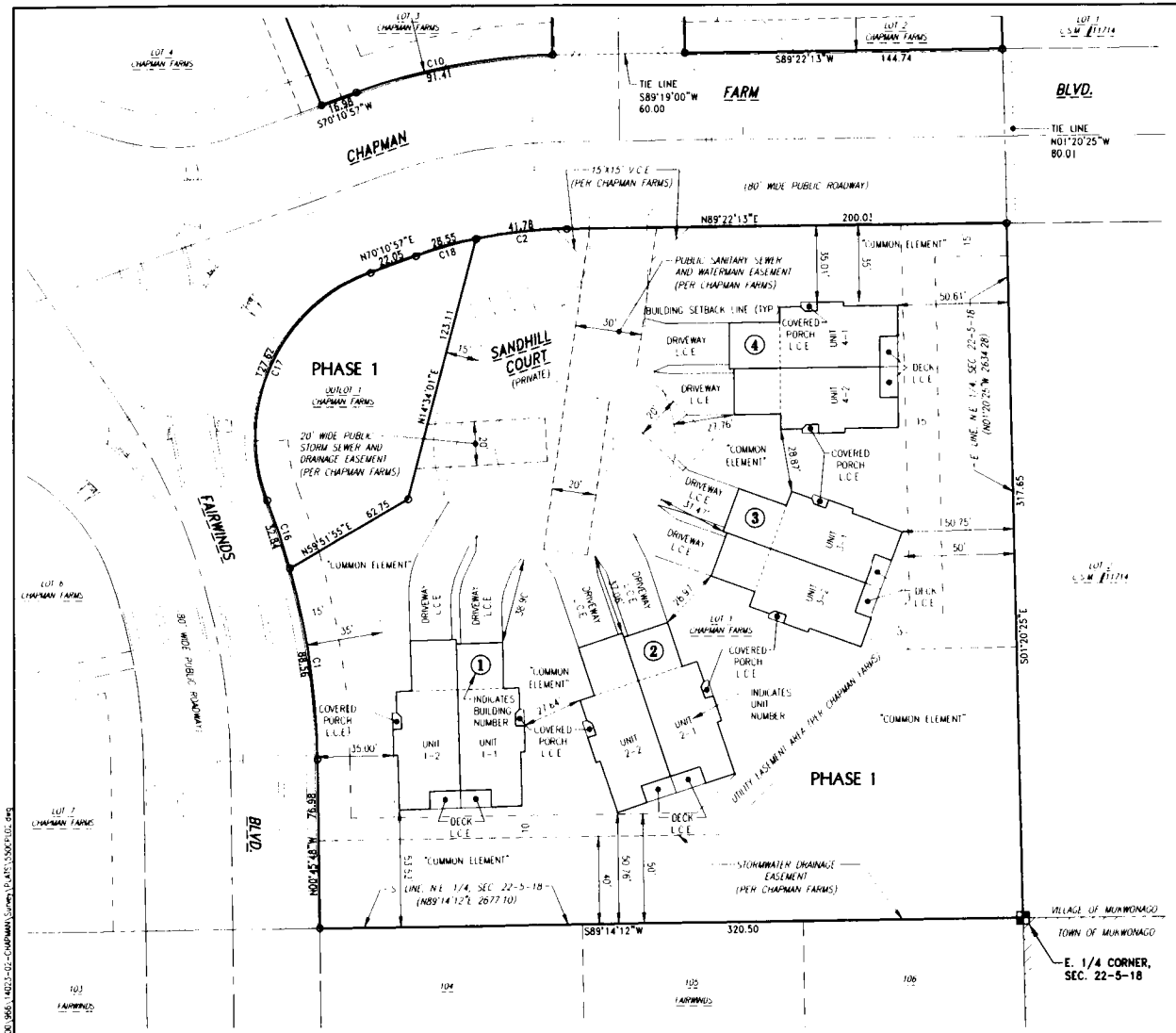
1ST ADDENDUM TO CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)



NORTH
GRAPHIC SCALE: 1"=40'
0 40 80

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DATE: 11/1/21

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1ST ADDENDUM TO CONDOMINIUM PLAT OF CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION "A" (PHASE 2):

All that part of Lot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 397.66 feet to a point on the North Right-of-Way line of "Chapman Farm Blvd." and the place of beginning of lands hereinafter described;

Thence South 89°22'13" West and along the said North Right-of-Way line, 144.74 feet to a point on the East Right of Way line of "Sandhill Lane". Thence Northerly along the said East Right-of-Way line of "Sandhill Lane" the following courses, Thence North 00°37'47" West, 75.48 feet to a point of curvature; Thence Northwesterly 58.74 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 230.00 feet, whose central angle is 14°38'02", and whose chord bears North 07°56'48" West, 58.58 feet to a point of tangency, Thence North 15°15'49" West, 29.01 feet to a point of curvature, Thence Northwesterly 37.92 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 190.00 feet, whose central angle is 11°26'01", and whose chord bears North 09°32'48.5" West, 37.85 feet to a point, Thence North 86°10'12" East, 163.07 feet to a point on the said East line of the said Northeast 1/4 Section, Thence South 01°20'25" East and along the said East line of the said Northeast 1/4 Section, 208.18 feet to the point of beginning of this description.

Said Parcel contains 30,450 Square Feet (or 0.6990 Acres) of land, more or less.

LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 605.84 feet to the place of beginning of lands hereinafter described;

Thence South 86°10'12" West, 163.07 feet to a point on the East Right-of-Way line of "Sandhill Lane". Thence Northerly and Westerly along the said East and Northerly Right of Way lines of said "Sandhill Lane" the following courses, Thence Northeasterly 46.99 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 190.00 feet, whose central angle is 14°10'15", and whose chord bears North 03°15'19.5" East, 46.87 feet to a point of tangency, Thence North 10°20'27" East, 49.87 feet to a point of tangency, Thence Northeasterly 86.33 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 330.00 feet, whose central angle is 14°59'22", and whose chord bears North 02°50'46" East, 86.09 feet to a point of tangency; Thence North 04°38'55" West, 143.93 feet to a point of curvature, Thence Northwesterly 27.51 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 570.00 feet, whose central angle is 02°45'54", and whose chord bears North 03°15'58" West, 27.50 feet to a point of tangency, Thence North 01°53'01" West, 176.23 feet to a point of curvature; Thence Northwesterly 201.22 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 130.00 feet, whose central angle is 88°40'59", and whose chord bears North 46°13'30.5" West, 181.72 feet to a point of tangency, Thence South 89°26'00" West, 45.30 feet to a point of curvature, Thence Northwesterly 54.54 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 150.00 feet, whose central angle is 20°49'58", and whose chord bears North 80°09'01" West, 54.24 feet to a point of tangency, Thence North 69°44'02" West, 34.04 feet to a point on the West line of said Lot 2, Thence Northeasterly 91.04 feet along the said West line of said Lot 2 and the arc of a curve, whose center lies to the Northwest, whose radius is 333.00 feet, whose central angle is 15°39'51", and whose chord bears North 07°15'55.5" East, 90.76 feet to a point of tangency, Thence North 00°34'00" West and along the said West line of said Lot 2, 40.68 feet to a point on the North line of said Lot 2, Thence North 89°26'00" East and along the said North line of said Lot 2, 397.98 feet to a point on the said East line of the said Northeast 1/4 Section, Thence South 01°20'25" East and along the said East line of the said Northeast 1/4 Section, 799.19 feet to the point of beginning of this description.

Said Parcel contains 162,790 Square Feet (or 3.7372 Acres) of land, more or less.

LEGAL DESCRIPTION "B" (PHASE 2):

All that part of Lot 3, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 397.66 feet to a point on the North Right-of-Way line of "Chapman Farm Blvd."; Thence South 89°22'13" West and along the said North Right-of-Way line, 144.74 feet to a point on the East Right-of-Way line of "Sandhill Lane", Thence South 89°19'00" West and along a "Tie Line", 60.00 feet to a point on the West Right-of-Way line of said "Sandhill Lane" and the place of beginning of lands hereinafter described;

Thence Southwesterly 91.41 feet along the said North Right-of-Way line of said "Chapman Farm Blvd." and the arc of a curve, whose center lies to the Southeast, whose radius is 290.00 feet, chose central angle is 18°03'36", and whose chord bears South 79°12'45" West, 91.03 feet to a point of tangency, Thence South 70°10'57" West and along the said North Right-of-Way line, 16.98 feet to a point, Thence North 22°03'21" West and along the East line of Lot 4 and then Outlot 3 of said "Chapman Farms" Subdivision, 146.29 feet to a point; Thence North 03°44'44" West and along the said East line of said Outlot 3, 80.33 feet to a point, Thence North 01°19'05" East and along the said East line, 19.64 feet to a point; Thence South 89°56'49" East, 141.86 feet to a point on the said West Right-of-Way line of said "Sandhill Lane". Thence Southerly along the said West Right-of-Way line of said "Sandhill Lane" the following courses, Thence Southeasterly 66.83 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 250.00 feet, whose central is 15°19'00", and whose chord bears South 07°36'19" East, 66.63 feet to a point of tangency, Thence South 15°15'49" East, 29.01 feet to a point of curvature; Thence Southeasterly 43.42 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 170.00 feet, whose central angle is 14°38'02", and whose chord bears South 07°56'48" East, 43.30 feet to a point of tangency, Thence South 00°37'47" East, 75.54 feet to the point of beginning of this description.

Said Parcel contains 30,974 Square Feet (or 0.7111 Acres) of land, more or less.

LEGAL DESCRIPTION "D" (EXPANSION REAL ESTATE):

All that part of Lot 3, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 397.66 feet to a point on the North Right-of-Way line of "Chapman Farm Blvd."; Thence South 89°22'13" West and along the said North Right-of-Way line, 144.74 feet to a point on the East Right-of-Way line of "Sandhill Lane"; Thence South 89°19'00" West and along a "Tie Line", 60.00 feet to a point on the West Right-of-Way line of said "Sandhill Lane"; Thence Southwesterly 91.41 feet along the said North Right-of-Way line of said "Chapman Farm Blvd." and the arc of a curve, whose center lies to the Southeast, whose radius is 290.00 feet, chose central angle is 18°03'36", and whose chord bears South 79°12'45" West, 91.03 feet to a point of tangency, Thence South 70°10'57" West and along the said North Right-of-Way line, 16.98 feet to a point, Thence North 22°03'21" West and along the East line of Lot 4 and then Outlot 3 of said "Chapman Farms" Subdivision, 146.29 feet to a point; Thence North 03°44'44" West and along the said East line of said Outlot 3, 80.33 feet to a point, Thence North 01°19'05" East and along the said East line, 19.64 feet to the place of beginning of lands hereinafter described.

LEGAL DESCRIPTION "D" CONTINUED (EXPANSION REAL ESTATE):

Continuing thence North 01°19'05" East and along the said East line of said Outlot 3, 68.88 feet to a point, Thence North 05°29'59" East and along the said East line, 105.74 feet to a point, Thence North 00°44'12" West and along the said East line, 112.89 feet to a point, Thence North 02°44'56" West and along the said East line, 103.53 feet to a point, Thence North 02°02'10" West and along the said East line, 78.16 feet to a point, Thence North 16°29'06" West and along the said East line, 22.51 feet to a point, Thence North 25°44'51" East and along the Southeast line of Outlot 2 of said "Chapman Farms" Subdivision, 37.26 feet to a point, Thence North 78°31'32" East and along the said Southeast line of said Outlot 2, 119.40 feet to a point on the said West Right-of-Way line of said "Sandhill Lane". Thence Southerly along the said West Right-of-Way line of said "Sandhill Lane" the following courses, Thence Southeasterly 35.35 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 70.00 feet, whose central is 28°55'58", and whose chord bears South 16°21'00" East, 34.97 feet to a point of tangency, Thence South 01°53'01" East, 176.23 feet to a point of curvature, Thence Southeasterly 30.40 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 630.00 feet, whose central angle is 02°45'54", and whose chord bears South 03°15'58" East, 30.40 feet to a point of tangency, Thence South 04°38'55" East, 143.93 feet to a point of curvature, Thence Southeasterly 70.64 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 270.00 feet, whose central angle is 14°59'22", and whose chord bears South 02°50'46" West, 70.43 feet to a point of tangency, Thence South 10°20'27" West, 49.87 feet to a point of curvature, Thence Southwesterly 44.89 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 250.00 feet, whose central angle is 10°17'16", and whose chord bears South 05°11'49" West, 44.83 feet to the point of terminus of lines described along the said West Right-of-Way line, Thence North 89°56'49" West, 141.86 feet to the point of beginning of this description.

Said Parcel contains 75,859 Square Feet (or 1.7415 Acres) of land, more or less.

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	340.00	14°55'28"	88.56	88.31	N08°13'32"W	N00°45'48"W	N15°41'16"W
C2	210.00	11°23'52"	41.78	41.71	S83°40'17"W	S89°22'13"W	S77°58'21"W
C3	230.00	14°38'02"	58.74	58.58	N07°56'48"W	N00°37'47"W	N15°15'49"W
C4	190.00	25°36'16"	84.91	84.20	S02°27'41"E	S10°20'27"W	S15°15'49"E
C5	330.00	14°59'22"	86.33	86.09	N02°50'46"E	N10°20'27"E	N04°38'55"W
C6	570.00	2°45'54"	27.51	27.50	S03°15'58"E	S01°53'01"E	S04°38'55"E
C7	130.00	88°40'59"	201.22	181.72	N46°13'30.5"W	N01°53'01"W	S89°26'00"W
C8	150.00	20°49'58"	54.54	54.24	S80°09'01"E	S69°44'02"E	N89°26'00"E
C9	333.00	15°39'51"	91.04	90.76	N07°15'55.5"E	N15°05'51"E	N00°34'00"W
C10	290.00	18°03'36"	91.41	91.03	S79°12'45"W	S88°14'33"W	S70°10'57"W
C11	70.00	28°55'58"	35.35	34.97	N16°21'00"W	N01°53'01"W	N30°48'59"W
C12	630.00	2°45'54"	30.40	30.40	S03°15'58"E	S01°53'01"E	S04°38'55"E
C13	270.00	14°59'22"	70.64	70.43	N02°50'46"E	N10°20'27"E	N04°38'55"W
C14	250.00	25°36'16"	111.72	110.79	S02°27'41"E	S10°20'27"W	S15°15'49"E
C15	170.00	14°38'02"	43.42	43.30	N07°56'48"W	N00°37'47"W	N15°15'49"W
C16	340.00	5°32'03"	32.84	32.83	N18°27'17.5"W	N15°41'16"W	N21°13'19"W
C17	80.00	91°24'16"	127.62	114.52	S24°28'49"W	S70°10'57"W	S21°13'19"E
C18	210.00	7°47'24"	28.55	28.53	S74°04'39"W	S77°58'21"W	S70°10'57"W
C19	260.00	11°31'05"	52.27	52.18	S22°40'24.5"W	S28°25'57"W	S16°54'52"W
C20	333.00	2°59'51"	17.42	17.42	N26°56'01.5"E	N28°25'57"E	N25°26'06"E
C21	210.00	20°49'58"	76.36	75.94	S80°09'01"E	S69°44'02"E	N89°26'00"E
C22	70.00	59°45'01"	73.00	69.74	N60°41'29.5"W	N30°48'59"W	S89°26'00"W
C23	190.00	11°26'01"	37.92	37.85	N09°32'48.5"W	N15°15'49"W	N03°49'48"W
C24	190.00	14°10'15"	46.99	46.87	N03°15'19.5"E	N03°49'48"W	N10°20'27"E
C25	250.00	10°17'16"	44.89	44.83	S05°11'49"W	S10°20'27"W	S00°03'11"W
C26	250.00	15°19'00"	66.83	66.63	S07°36'19"E	S00°03'11"W	S15°15'49"E

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 11/1/21

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Exhibit 2C

All addresses are Mukwonago, Wisconsin.

Building No.	Unit No.	Unit Address	Floor Plan Style
1	1-1	1356 Sandhill Court	Adalyn 1412
1	1-2	1352 Sandhill Court	Adalyn 1412
2	2-1	1368 Sandhill Court	Adalyn 1412
2	2-2	1364 Sandhill Court	Adalyn 1412
3	3-1	1380 Sandhill Court	Adalyn 1412
3	3-2	1376 Sandhill Court	Adalyn 1412
4	4-1	1392 Sandhill Court	Adalyn 1412
4	4-2	1388 Sandhill Court	Adalyn 1412
5	5-1	1456 Sandhill Lane	Adalyn 1440
5	5-2	1452 Sandhill Lane	Adalyn 1440
6	6-1	1478 Sandhill Lane	Adalyn 1440
6	6-2	1474 Sandhill Lane	Adalyn 1440
23	23-1	1479 Sandhill Lane	Adalyn 1440
23	23-2	1481 Sandhill Lane	Adalyn 1440
24	24-1	1451 Sandhill Lane	Adalyn 1440
24	24-2	1455 Sandhill Lane	Adalyn 1440

1ST ADDENDUM TO CONDOMINIUM PLAT
OF
CHAPMAN VILLAS CONDOMINIUM

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN
(Residential Condominium)

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

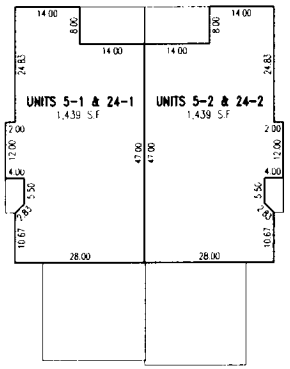
TRIO
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

WISCONSIN
GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

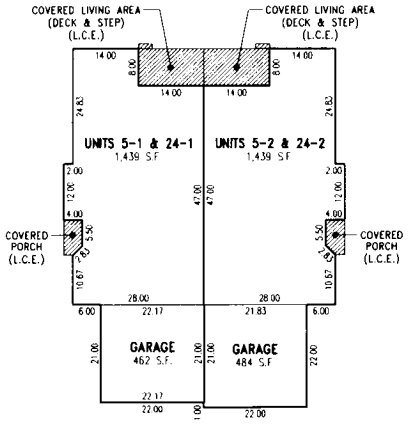
NOTES:
- ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENT OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- LENGTH OF LIMITED COMMON ELEMENT FROM GARAGE TO CURB VARIES AND IS INTENDED TO COVER THAT ENTIRE PORTION OF THE DRIVEWAY BETWEEN THE CURB AND THE GARAGE.
- SQUARE FOOT AREAS ARE APPROXIMATE, TAKEN FROM ARCHITECTURAL PLANS OF RECORD AND NOT MEASURED AS-BUILT, AND DOES NOT INCLUDE POSSIBLE CHANGES REQUESTED BY PURCHASER.
- BUILDINGS AND IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION.

INDICATES LIMITED COMMON ELEMENTS

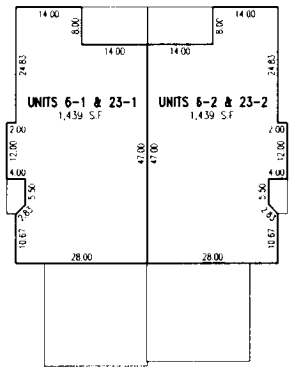
BUILDINGS 5 & 24
FOUNDATION PLAN



BUILDINGS 5 & 24
FIRST FLOOR PLAN



BUILDINGS 6 & 23
FOUNDATION PLAN



BUILDINGS 6 & 23
FIRST FLOOR PLAN

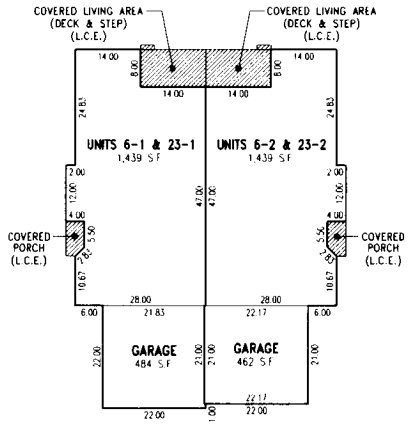


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Exhibit 2E

Remaining Expansion Real Estate

LEGAL DESCRIPTION "C" (EXPANSION REAL ESTATE):

All that part of Lot 2, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 605.84 feet to the place of beginning of lands hereinafter described;

Thence South 86°10'12" West, 163.07 feet to a point on the East Right-of-Way line of "Sandhill Lane"; Thence Northerly and Westerly along the said East and Northerly Right-of-Way lines of said "Sandhill Lane" the following courses; Thence Northeasterly 46.99 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 190.00 feet, whose central angle is 14°10'15", and whose chord bears North 03°15'19.5" East, 46.87 feet to a point of tangency; Thence North 10°20'27" East, 49.87 feet to a point of tangency; Thence Northeasterly 86.33 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 330.00 feet, whose central angle is 14°59'22", and whose chord bears North 02°50'46" East, 86.09 feet to a point of tangency; Thence North 04°38'55" West, 143.93 feet to a point of curvature; Thence Northwesterly 27.51 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 570.00 feet, whose central angle is 02°45'54", and whose chord bears North 03°15'58" West, 27.50 feet to a point of tangency; Thence North 01°53'01" West, 176.23 feet to a point of curvature; Thence Northwesterly 201.22 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 130.00 feet, whose central angle is 88°40'59", and whose chord bears North 46°13'30.5" West, 181.72 feet to a point of tangency; Thence South 89°26'00" West, 45.30 feet to a point of curvature; Thence Northwesterly 54.54 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 150.00 feet, whose central angle is 20°49'58", and whose chord bears North 80°09'01" West, 54.24 feet to a point of tangency; Thence North 69°44'02" West, 34.04 feet to a point on the West line of said Lot 2; Thence Northeasterly 91.04 feet along the said West line of said Lot 2 and the arc of a curve; whose center lies to the Northwest, whose radius is 333.00 feet, whose central angle is 15°39'51", and whose chord bears North 07°15'55.5" East, 90.76 feet to a point of tangency; Thence North 00°34'00" West and along the said West line of said Lot 2, 40.68 feet to a point on the North line of said Lot 2; Thence North 89°26'00" East and along the said North line of said Lot 2, 397.98 feet to a point on the said East line of the said Northeast 1/4 Section; Thence South 01°20'25" East and along the said East line of the said Northeast 1/4 Section, 799.19 feet to the point of beginning of this description.

Said Parcel contains 162,790 Square Feet (or 3.7372 Acres) of land, more or less.

LEGAL DESCRIPTION "D" (EXPANSION REAL ESTATE):

All that part of Lot 3, "Chapman Farms", recorded in the Office of the Register of Deeds for Waukesha County on December 22, 2020, in Book 55 of Subdivision Plats, at Pages 105 through 107 inclusive, as Document No. 4541805. Being located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 397.66 feet to a point on the North Right-of-Way line of "Chapman Farm Blvd."; Thence South 89°22'13" West and along the said North Right-of-Way line, 144.74 feet to a point on the East Right-of-Way line of "Sandhill Lane"; Thence South 89°19'00" West and along a "Tie Line", 60.00 feet to a point on the West Right-of-Way line of said "Sandhill Lane"; Thence Southwesterly 91.41 feet along the said North Right-of-Way line of said "Chapman Farm Blvd." and the arc of a curve, whose center lies to the Southeast, whose radius is 290.00 feet, chose central angle is 18°03'36", and whose chord bears South 79°12'45" West, 91.03 feet to a point of tangency; Thence South 70°10'57" West and along the said North Right-of-Way line, 16.98 feet to a point; Thence North 22°03'21" West and along the East line of Lot 4 and then Outlot 3 of said "Chapman Farms" Subdivision, 146.29 feet to a point; Thence North 03°44'44" West and along the said East line of said Outlot 3, 80.33 feet to a point; Thence North 01°19'05" East and along the said East line, 19.64 feet to the place of beginning of lands hereinafter described;

Continuing thence North 01°19'05" East and along the said East line of said Outlot 3, 68.88 feet to a point; Thence North 05°29'59" East and along the said East line, 105.74 feet to a point; Thence North 00°44'12" West and along the said East line, 112.89 feet to a point; Thence North 02°44'56" West and along the said East line, 103.53 feet to a point; Thence North 02°02'10" West and along the said East line, 78.16 feet to a point; Thence North 16°29'06" West and along the said East line, 22.51 feet to a point; Thence North 25°44'51" East and along the Southeast line of Outlot 2 of said "Chapman Farms" Subdivision, 37.26 feet to a point; Thence North 78°31'32" East and along the said Southeast line of said Outlot 2, 119.40 feet to a point on the said West Right-of-Way line of said "Sandhill Lane"; Thence Southerly along the said West Right-of-Way line of said "Sandhill Lane" the following courses;

Thence Southeasterly 35.35 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 70.00 feet, whose central is 28°55'58", and whose chord bears South 16°21'00" East, 34.97 feet to a point of tangency; Thence South 01°53'01" East, 176.23 feet to a point of curvature; Thence Southeasterly 30.40 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 630.00 feet, whose central angle is 02°45'54", and whose chord bears South 03°15'58" East, 30.40 feet to a point of tangency; Thence South 04°38'55" East, 143.93 feet to a point of curvature; Thence Southwesterly 70.64 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 270.00 feet, whose central angle is 14°59'22", and whose chord bears South 02°50'46" West, 70.43 feet to a point of tangency; Thence South 10°20'27" West, 49.87 feet to a point to a point of curvature; Thence Southwesterly 44.89 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 250.00 feet, whose central angle is 10°17'16", and whose chord bears South 05°11'49" West, 44.83 feet to the point of terminus of lines described along the said West Right-of-Way line; Thence North 89°56'49" West, 141.86 feet to the point of beginning of this description.

Said Parcel contains 75,859 Square Feet (or 1.7415 Acres) of land, more or less.