DISCLOSURE MATERIALS

FOR

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

Property Address:
2214-2324 E. Edgewood Avenue
2201-2309 E. Stratford Court
3502-3514 N. Maryland Avenue
3515-3527 N. Prospect Avenue.
Shorewood, WI 53211

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, 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.

3. 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.

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EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary can be found in section A.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The Declaration can be found in section B.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws can be found in section C.
4. RULES & REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations can be found in section D
5. 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 can be found in section E.
6. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. The Contracts can be found in section F.
7. 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 can be found in section G.
8. LEASES: There are no leased facilities at this condominium.
9. EXPANSION PLANS: There are no expansion plans in effect at this condominium.
10. FLOOR PLAN(S) 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 the common areas which are part of the condominium. The map can be found in the Declaration which can be found in section B.
11. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account.

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Edgewood Place Condominium

This Executive Summary highlights some of the information that prospective buyers of units in Edgewood Place Condominium are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. ***This summary is not intended to replace the buyer'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.***

1. **Condominium Name.** Edgewood Place Condominium.

2. **Condominium Governance.** The condominium is governed by Edgewood Place Condominium Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

3. **Association Management.** The Association has engaged Outlook Management Group, LLC to serve as the Managing Agent for the condominium.

4. **Association Contact Information.**

Contact Name:	Outlook Management Group, LLC
Phone:	(444) 435-0264
Email:	todd@outlookmgmt.com
Mailing Address:	S74 W46853 Janesville Road, Muskego WI 53450

5. **Can the condominium be expanded in the future?** No.

6. **Does the condominium have special amenities or features?** No.

7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit which includes, but is not limited to: walls, floors, ceiling, plumbing and electrical fixtures, windows, doors, screens, lighting, fireplace, appliances, heating, air conditioning and hot water equipment, utility lines and other improvements and fixtures located therein.

    - For specific information, see: Bylaws, Art VI, § 1(b)(1) and "Chart of Maintenance Responsibilities."

8. **Maintenance and Repair of Common Elements and Limited Common Elements.**

    Association Responsibilities: The Association is responsible for the management and

control—including maintenance, repairs and replacement—of the common elements and limited common elements.

Unit Owner Responsibilities: Unit owners shall perform normal maintenance of the limited common elements appurtenant to his/her unit—including the patio/deck, balcony, porch or yard— and keep them in good, clean, sanitary, and attractive condition.

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the operating fund. The Association funds the operating fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements.

- For specific information, see: Bylaws, Art. V, §§ 1-6, Art VI, §§ 1(a), 1(b)(2).

9. **Alterations of Units and Limited Common Elements.** A unit owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his/her unit or any portion of the unit that is visible from the outside without the prior written consent of the board of directors.

   Notwithstanding the foregoing, a unit owner may make interior improvements and alterations within the unit without approval or review of the board of directors provided such improvements or alterations do not impair the structural integrity of the building. Any structural addition, alteration or improvement must be approved by the board.

   The Board reviewed the policy on Limited Common Area Gardens. It is the policy of the Board that if a previous owner added a garden or landscaped the limited common area, with the Board approval, the new owner is responsible for maintaining the garden in perpetuity.

   - For specific information, see: Declaration, Art. XII; Bylaws, Art. VI, §§ 3(b), 4.

10. **Parking.**

    Availability: Each unit has an attached garage.

    Restrictions: Trailer, campers, recreational vehicles, ATVs, snowmobiles, motorcycles, boats, buses, trailer and other large vehicles must be parked in the garage such that the garage door can be completely closed when the vehicle is in the garage.

    Guest Parking: Street parking only.

    - For additional rules and restrictions see: Declaration, § 2.2(iii)(F); Bylaws, Art. VI(e).

11. **Rental of Units:** Owners may rent/lease their units, provided the initial lease term is at least six (6) months. A written lease is required and a copy of the lease must be submitted to the board of directions within seven (7) days of execution of the lease.

    - For additional restrictions and conditions on leasing, see: Declaration, § 8.2; Bylaws, Art. VI, § 5(b).

12. **Pets:**

Pets Allowed: Owners may have common household pets, such as dogs, cats or caged birds, not to exceed **two (2)** per unit.

Pet Rules: All pets shall be controlled by the unit owner at all times and shall be leashed when on the common elements. Pets shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information, see: Bylaws, Art. VI, § 5(f)-(g).

13. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

Declaration: The Declaration may be amended with the written consent of at least sixty-six and two-thirds percent (66 and 2/3%) of the unit owners, subject to mortgage holder approval.

By-Laws: The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the board of directors.

- For specific information see: Declaration, §§ 7.2, 9.1; Bylaws, Art. XIII, § 1.

14. **Fees on Declarant-Owned Units:** This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

15. **First Right to Purchase a Unit:** The Association does not have a first right to purchase a unit (also known as a "right of first refusal").

16. **Transfer Fee:** The Association does not charge a transfer fee in connection with the transfer of ownership of a unit.

17. **Disclosure Material Fee:** The Association charges $25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available for no charge at the Managing Agent's website—www.huntmanagement.com (under the "Property Information" tab).

18. **Payoff Statement Fee:** The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge

- up to $25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

19. **Reserves.** The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.

20. **Reserve Balance.** The amount of the reserve balance is$ 375,016.46 . This amount is current as of February 2, 2022

This Executive Summary was prepared or revised on February 2, 2022.
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EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

TO

DECLARATION
OF
EDGEWOOD PLACE CONDOMINIUM

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DECLARATION
OF
EDGEWOOD PLACE CONDOMINIUM

This Declaration is made as of this ____ day of _____, 1999 by Edgewood Place LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant owns certain real property located in the County of Milwaukee, State of Wisconsin and more particularly described in EXHIBIT A attached hereto and made a part hereof (hereinafter referred to as the "Condominium Property") and Declarant does hereby declare that the Condominium Property is hereby made subject to the Wisconsin Condominium Ownership Act. The Property (as hereinafter defined) and any and all improvements now or subsequently placed thereon and any and all easement rights and appurtenant rights belonging thereto shall be known and described as Edgewood Place Condominium (hereinafter referred to as the "Condominium") with an address c/o Edgewood Place LLC, c/o Mandel Group, Inc., 111 East Wisconsin Avenue, Suite 1700, Milwaukee, Wisconsin 53202. Declarant either owns or has the right to acquire certain Expansion Lands (as hereinafter defined) adjacent to the Condominium Property pursuant to that certain Development Agreement dated June 16, 1997, as amended from time to time, (the "Development Agreement") by and between Mandel Group, Inc. and the Village of Shorewood, Wisconsin and the Community Development Authority of the Village of Shorewood.

ARTICLE I
DEFINITIONS

Section 1.1. Undefined Capitalized Terms. Capitalized terms not otherwise defined herein or on the Plats (as hereinafter defined) shall have the meanings specified or used in the Act.

Section 1.2. Defined Terms. The following terms shall have the following specific meanings when used herein:

(a) "Act" means Chapter 703: Wisconsin Condominium Ownership Act of the Wisconsin Statutes, as amended and renumbered from time to time.

(b) "Association" means Edgewood Place Condominium Association, Inc., the association of the Unit Owners in the Condominium.

(c) "Board of Directors" means the governing body of the Association.

(d) "Building(s)" means any detached structure containing one or more Units which structure is situated on the Property.

(e) "Building Plans" consist of the plans attached hereto and made a part hereof as EXHIBIT C and any supplemental plans thereto, showing outline particulars of the Buildings and the Units.

(f) "Bylaws" means the Bylaws of the Association.

(g) "Common Elements", both "General" and "Limited", mean all parts of the Condominium other than the Units, as more fully set forth in Sections 2.3, 2.4 and 2.5 of this Declaration.

(h) "Common Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Association, including without limitation (i) expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established, and (ii) expenses declared Common Expenses pursuant to the provisions of the Act or this Declaration or the Bylaws.

(i) "Condominium" means Edgewood Place Condominium.

(j) "Condominium Documents" consist of this Declaration, the Articles of Incorporation of the Association, the Bylaws and the Rules and Regulations.

(k) "Condominium Property" means the real property as described in the metes and bounds description attached hereto and made a part hereof as EXHIBIT A, and further described on the plat of survey attached hereto and made a part hereof as EXHIBIT A-1, and any amendments thereto.

(l) "Declarant" means Edgewood Place LLC, a Wisconsin limited liability company, its successors and assigns.

(m) "Declaration" means this Declaration of Edgewood Place Condominium.

(n) "Eligible Mortgagee" means any person or entity who is the holder or governmental or a governmentally approved insurer or guarantor of an Eligible Mortgage and who has requested the Association to notify it of any proposed action pursuant to Section 10.4 hereof requiring the prior written consent of a specified percentage of Eligible Mortgagees.

(o) "Eligible Mortgage" means any of the following (i) a recorded first deed of trust or mortgage encumbering a Unit or (ii) any junior mortgage which is to the Declarant or a seller of a Unit.

(p) "Expansion Lands" means the real property and any improvements thereon, whether now existing or hereafter

constructed, more particularly described in EXHIBIT B attached hereto and made a part hereof and further described on the plat of survey attached hereto and made a part hereof as EXHIBIT B-1, which real property may be added in whole or in part at any time or from time to time to the Condominium in accordance with the provisions of this Declaration and the Act.

(q) "General Common Elements" means those portions of the Common Elements designated in this Declaration or the Plats or Building Plans as being General Common Elements.

(r) "Limited Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plats or Building Plans as being Limited Common Elements.

(s) "Managing Agent" means any professional managing agent employed to perform duties and services for the Condominium in accordance with the Act, this Declaration and the Bylaws.

(t) "Percentage Interest" means the undivided percentage interest of each Unit in the Common Elements as set forth in Section 3.1 of this Declaration, as amended from time to time in accordance with the provisions of the Act and this Declaration. In the event the Condominium is expanded, Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in the Section of this Declaration entitled "Option to Expand".

(u) "Plats" means the Plat(s) of Survey of the Condominium being recorded pursuant to the Act simultaneously with this document and constituting a part of this Declaration, as the same may be amended from time to time.

(v) "Property" means the Condominium Property. In the event the Condominium is expanded, the term "Property" shall mean the Condominium Property, together with such portions of the Expansion Lands or other property as from time to time have been added to the Condominium.

(w) "Reserved General Common Elements" means those portions of the Common Elements, if any, designated in this Declaration or on the Plats and Building Plans as being Reserved General Common Elements.

(x) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.

(y) "Significant Trees" means the trees designated as "A" trees or "B" trees on EXHIBIT D attached hereto and made a part hereof.

(z) "Unit" means a Unit as defined in the Act, as separately described as a Unit on the Plat, on the Building Plans, and in the Section of this Declaration entitled "Description of Units" and any amendment to any of the foregoing.

(aa) "Unit Owner" means any natural person, corporation, partnership, limited liability company, association, trust or other entity capable of holding title to real property, or any combination thereof which owns fee simple title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(bs) "Village" means the Village of Shorewood Wisconsin.

ARTICLE II
DESCRIPTION

Section 2.1. Description of Buildings. There will be four (4) initial Buildings on the Property. Building 1, as the same is designated on said Plats, will contain a total of three (3) Units and appurtenant facilities, Building 2, as the same is designated on the Plats, will contain a total of three (3) Units and appurtenant facilities, Building 5, as the same is designated on the Plats will contain a total of three (3) Units and appurtenant facilities, and Building 6, as the same is designated on the Plats, will contain a total of three (3) Units. There will initially be twelve (12) Units on the Property. The general location, dimensions and area of the Building and facilities are shown on the Plats and the Building Plans. Each Building is designated numerically as shown on the Plats.

Any additional Buildings will contain two, three, or four Units. The general estimated locations of proposed additional Buildings are shown on the Plats. Water and sewer will be provided to the Buildings and Units by public water and sewer. Gas and electricity will be provided to service each Building and Unit by public utility companies.

Section 2.2. Description of Units.

(a) Units are identified by Building and number as indicated on the Plats. Each Unit and the approximate area, location, appurtenant Limited Common Elements, Reserved General Common Elements, if any, and immediate Common Elements to which said Unit has access are, to the extent feasible, generally shown on the Plats or Building Plans.

(b) The boundaries of each Unit shall consist of that part of each Building as follows:

(i) Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(A) Upper Boundary: The upper boundary of a Unit is the horizontal plane of the bottom surface of the floor joist above the uppermost floor of each such Unit; provided, however, that the upper boundary of each of the uppermost Units in a Building is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if no such attic floor joists, then the bottom surface of the trusses supporting the roof of the Building.

(B) Lower Boundary: The lower boundary of a Unit is the horizontal plane of the top surface of the concrete slab below the lower most floor of each such Unit.

(ii) Vertical Boundaries: The vertical boundaries of a Unit are the vertical planes, extended to intersections with each other and with said Unit's upper and lower boundaries, of the inner surface of any stone, brick, block or other masonry walls bounding such Unit and, with respect to those walls bounding such Unit which are not of stone, brick, block or other masonry, such vertical boundaries are the interior surface of the studs which support the dry wall, wood, or plaster perimeter walls bounding such Unit.

(iii) Included Items: Expressly included as part of each Unit are:

(A) the door to any patio or deck serving the Unit;

(B) the front entrance door and any other entrance door to the Unit and any and all hardware associated therewith;

(C) all windows, screens or sky lights for the Unit, including porch screens;

(D) interior ceilings, floors, walls, and floor and wall coverings, including those within any screened or enclosed porch;

(E) the air conditioning, heating, gas lines, including, without limitation, any gas line servicing any gas grill exclusively serving a Unit, and hot water components exclusively serving such Unit whether or not located within the designated boundary lines of the Unit;

(F) the interior of any garage or garages exclusively serving the Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(G) the interior surface of any breezeway, storage area or walkway exclusively serving the Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(H) subject to subparagraph (I) below, all space, interior partitions and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens, television, cable and other communication lines and systems, any individual Unit temperature alarm and other appliances and systems) within the designated boundaries of a Unit; and

(I) if any chutes, flues, ducts, conduits, wires, pipes, bearing walls, bearing columns or any other apparatus (including, without limitation, wall safes, medicine cabinets, built-in shelving and other similar items) lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements and a valid easement for any such part of the Common Elements and for its maintenance, inspection, repair or replacement shall exist in favor of the Association and the Declarant, their agents and employees.

(iv) If any portion of the General, Reserved General or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the General, Reserved General or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Plats shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plats and the existing physical boundaries of any such Unit or Common Element.

Section 2.3. Description of Limited Common Elements.

The Limited Common Elements consist of those Common Elements which are generally described below or are generally identified as such on the Plats and Building Plans, and which are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include without limitation:

(i) any patios or decks adjacent to Units (which are

reserved for the exclusive use of the Units to which each is adjacent);

(ii) the fenced in yards adjacent to Units (which are reserved for the exclusive use of the Units to which each is adjacent) and that portion of any yard whether or not fenced in designated as a Limited Common Element for the benefit of a Unit as more particularly shown on the Plats;

(iii) any functional balconies (being those balconies designed for use as same); provided, however, that, notwithstanding anything to the contrary contained herein, any non-functional balconies, being those designed for decorative or ornamental purposes only, are General Common Elements;

(iv) the frames and sills of all entrance doors, porch, deck or balcony doors and frames and sills of all windows which are not part of the Unit but which are adjacent to and serve only such Unit;

(v) the sidewalk(s) exclusively serving a Unit or Units located within a back or side yard exclusively serving a Unit; provided, however, that sidewalks serving the main or principal entryway, sidewalks and front stoop or steps providing access to the front entrance of a Unit are General Common Elements as shown on the Plats;

(vi) the exterior patio and deck lights, rear balcony lights and/or front coach light, if any, mounted on the exterior of a Unit;

(vii) any chimney, dormer or similar appurtenance exclusively serving a Unit whether or not located within the designated boundary lines of a Unit;

(viii) any fence exclusively separating a yard serving a Unit from either another yard exclusively serving another Unit or the Common Elements as shown on the Plats; provided, however, that, notwithstanding anything to the contrary contained in the foregoing, any fencing or retaining walls separating the Condominium from any public street or public sidewalks are General Common Elements; and

(ix) subject to the provisions of Section 2.2 (iii) (A) through (I), any shutters, awnings, window boxes, porches, decks and other fixtures, (including, without limitation, mailboxes, house numbers and landscaping) designed to service a single Unit, but located outside a Unit.

Section 2.4. Reserved General Common Elements. The Reserved General Common Elements, if any, are those parts of the General Common Elements not reasonably intended or designed to serve all of the Unit Owners which the Board of Directors or, as more particularly set forth below, the Declarant may, to the extent permitted by applicable law, designate from time to time for the use and benefit of the Association and/or any Unit Owner(s) to the exclusion of other Unit Owners(s) and may impose reasonable charges for and in consideration of such use. Any such designation by the Board of Directors or the Declarant shall not be construed as a sale or disposition of such portions of the General Common Elements.

Section 2.5. Description of General Common Elements. The General Common Elements as generally shown on the Plats and the Building Plans consist of the entire Condominium other than the Units and the Limited Common Elements, and include without limitation the following:

(a) The Property;

(b) All foundations, columns, girders, beams and supports of Buildings not included as parts of Units;

(c) All exterior walls and facings and roof of Buildings and all partitions separating Units not included as parts of Units or as Limited Common Elements;

(d) All recreational facilities and appurtenant equipment, if any, located on the Property;

(e) All surface parking and driveway areas, any sidewalks not designated as Limited Common Elements, common walkways, pathways, retaining walls, street lighting, lamp posts, fencing, and private streets, not included as parts of Units or the Limited Common Elements;

(f) All open space, including, specifically the Significant Trees, seating areas, gazebos and similar areas and improvements, if any, not included as parts of Units or Limited Common Elements;

(g) All pumps, wells, meters, pipes, wires, cables, conduits and other apparatus relating to the water distribution, drainage, power, light, telephone, sewer, heating and plumbing systems, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or a Common Element;

(h) All apparatus and installations existing or hereinafter constructed in the Buildings or on the Property for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium; and

(i) All access steps and landings, if any, serving Units, not included as parts of the Limited Common Elements.

Section 2.6. Declarant's Right to Modify Units and/or Limited Common Elements. Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a Unit and/or Limited Common Elements and/or General Common Elements during the construction of such Unit and/or Limited Common Elements. In the event Declarant exercises its rights with respect to any Unit and/or Limited Common Element, Declarant shall file an amendment to the Plats with the Register of Deeds of Milwaukee County showing the exact location, size and floor plans of any materially modified Unit and/or Limited Common Element and/or General Common Element.

Section 2.7. Declarant's Right to Alter Common Elements. The Declarant and its duly authorized agents, representatives and employees shall have the right exercisable in the sole discretion of the Declarant, to modify, alter, remove or improve any defective or nonfunctional Common Element (including without limitation any item of equipment or any fixture). Such right shall expire with respect to each Common Element as of the date two (2) years after Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, and/or the Village.

ARTICLE III
PERCENTAGE INTERESTS AND VOTING

Section 3.1. Percentage Interests. The undivided percentage interest in Common Elements (including Limited Common Elements) of the Condominium shall at any and all times be apportioned as follows and appurtenant to each and every Unit then included in the Condominium. Each Unit's Percentage Interest in Common Elements shall be determinable at any time by dividing (a) the total number of usable square footage contained within the individual Unit as the same is determined by Declarant, in its sole discretion, and more particularly set forth on the Building Plans, as the same may be amended from time to time, by (ii) the total number of usable square footage contained within all of the Units then included within the Condominium as the same is determined by Declarant, in its sole discretion, and more particularly set forth on the Building Plans, as the same may be amended from time to time. Until such time as Declarant may expand the Condominium in accordance with Article V hereof, the percentage interest in Common Elements

appertaining to each Unit shall be as set forth on EXHIBIT E attached hereto and made a part hereof.

Section 3.2. Votes. There shall be one vote appertaining to each Unit as more particularly set forth in the Bylaws.

ARTICLE IV
EASEMENTS

Section 4. Additional Easements. In addition to and in supplementation of the easements provided for by Section 703.32 of the Wisconsin Statutes and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Expansion Lands; Ingress and Egress; Utilities. The Declarant, for itself and its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Expansion Lands and their guests and invitees, and for companies or entities providing utilities to the Property and the Expansion Lands, hereby reserves perpetual, alienable and non-exclusive easements on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Expansion Lands; then on, over and across the Common Area for purposes of limited recreational use thereof, including, without limitation, the right to use any improvements situated on the Common Area for the purposes for which they are intended; and on, over and through any portion of the Condominium, except portions occupied by structural improvements, for purposes of the construction, installation, placement, inspection, maintenance, repair, replacement, or restoration of any walkways, pathways, roadways, and drives between the Condominium and the Expansion Lands, and/or any utilities, including, without limitation, gas, telephone, electricity, water, sewer and cable, for the benefit of the Condominium and/or Expansion Lands, or any part or parts thereof and for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements, for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore such property to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, the Condominium shall be expanded to include all of the Expansion Lands. If at any time the Declarant

is not the owner of the Expansion Lands, or any part thereof, then this reservation and/or grant of easements shall benefit only those portions of the Expansion Lands that Declarant expressly declares shall benefit from said easement or easements in an instrument recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

(b) Easement to Facilitate Sales.

(i) The Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in Declarant's sole discretion, to use as model, sales and/or rental offices and/or for any other lawful purpose or purposes any Unit or Units which have not been conveyed by the Declarant and any Unit or Units leased by the Declarant from Unit Owners who may agree to lease their Units to the Declarant for such use(s). Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Declarant shall have the absolute right for itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any charge or fee therefor, any and all such Units and the Common Elements, including parking areas, for model, sales and/or rental purposes and/or for any other lawful purpose or purposes, including placing thereon "for sale" or "for rent" signs and other promotional materials.

(ii) Declarant shall have an easement to maintain sales and/or construction offices, including, without limitation, a sales center, sales and/or construction trailer or tent, and management offices throughout the Property and to maintain one or more advertising signs on the Common Elements. Declarant may from time to time relocate any such models, management offices and sales and/or construction offices, trailers and tents to different locations within the Property. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom.

(iii) So long as Declarant shall be engaged in selling property, Declarant shall have the right to restrict the use of the Common Element parking spaces, if any, for sales purposes. Such use shall include reserving such spaces for use by prospective purchasers, Declarant's employees, and others engaged in sales, maintenance, construction or management activities.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws, or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4(b).

(c) Utility and Other Easements. The Units and Common Elements and the Property, including any dedicated street

thereon, shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, the Village and shall have completed the expansion to the Condominium), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4(c) shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, fire hydrants and fire hose connections, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

(d) Dedication. The Association shall have the right to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Unit Owners. Except for the installation of utilities pursuant to Section 4(c) hereof, no such dedication or transfer shall be effective unless approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Association appertain and Eligible Mortgagees holding sixty-seven percent (67%) of all Eligible Mortgages owned in the Condominium and unless written notice of the proposed agreement and action thereunder is sent to every Unit Owner at least ninety (90) days in advance of any such action.

(e) Declarant's Easements.

(i) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, the Village and shall have completed any expansion of the Condominium) to use portions of the Common Elements and any Units owned by Declarant for construction, repair or renovation related purposes including the storage of tools,

machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property and the Expansion Lands.

(ii) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, the Village and shall have completed any expansion of the Condominium) on, over and under those portions of the Common Elements not located within the Buildings for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4(e) expressly includes the right, subject to the terms of the Development Agreement with respect to the Significant Trees, to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary.

(iii) Until the Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, the Village and shall have completed any expansion of the Condominium and for a period of two (2) years thereafter, the Declarant shall have an easement through the Units and the Common Elements for any access necessary to complete any renovations or modifications to be performed by Declarant.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4(e).

(f) Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all General Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Declarant or the Board of Directors. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all General Common Elements by persons lawfully using or entitled to the same.

(ii) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(g) Common Elements Easement in Favor of Unit Owners.

The Common Elements (including without limitation the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Association and the Units benefitted:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, wires, ducts, cables, conduits, heating and air conditioning systems, electrical, telephone and other communication wiring and all other utility lines and distribution systems, whether or not such Common Elements are located in any of the other Units or in any other part of the Condominium, to the extent such pipe, wire, and air conditioning system, electrical, telephone and other communication wiring and all other utility lines and distribution systems serves any Unit or is necessary for service to any Unit; provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not, in the determination of the Board of Directors, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not, in the determination of the Board of Directors, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iii) For driving and removing nails, screws, bolts and other attachments bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not, in the determination of the Board of Directors, unreasonably interfere, in any material adverse respect for any significant time period,

with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iv) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements (including without limitation the Limited Common Elements) on the date this Declaration is recorded or was thereafter installed by Declarant.

(h) Units and Common Elements Easement in Favor of Association. The Units and the Common Elements, including, without limitation, the Limited Common Elements, are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) for inspection of the Units, Reserved General Common Elements and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(ii) for inspection, maintenance, repair and replacement of the General Common Elements, Reserved General Common Elements or the Limited Common Elements situated in or accessible from such Units or Common Elements, or both; and

(iii) for correction of emergency conditions in one or more Units or Common Elements, or both, or casualties to the Common Elements and/or the Units.

ARTICLE V
OPTION TO EXPAND

Section 5.1. Option to Expand the Condominium. The Declarant hereby expressly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the Expansion Lands (if and to the extent all or such portion(s) of the Expansion Lands are acquired by Declarant), to add additional Units, to add additional Common Elements, or to do any or all of the foregoing at any time or from time to time at different times so long as

the applicable supplemental declaration is recorded within the aforesaid ten (10) year period, provided, only that the total area of Expansion Lands added to the Condominium shall not exceed the total area of the Expansion Lands as described in the metes and bounds description attached hereto and made a part hereof as EXHIBIT B and further described on the survey attached hereto and made a part hereof as EXHIBIT B-1.

(b) The maximum number of Units on the Condominium Property and Expansion Lands will not exceed forty-five (45), if fully expanded and added to the Condominium.

(c) In order to exercise its rights pursuant to this Article V, Declarant shall execute and record a supplemental declaration from time to time prior to the expiration of the aforesaid ten (10) year period, which supplemental declaration shall describe the Expansion Lands to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited or General Common Elements, the Percentage Interest of each Unit, (determined in accordance with Section 3.1 hereof), and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Lands being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Lands. Such improvements as may from time to time exist on any portion of the Expansion Lands will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Lands on which such improvements exist.

(e) All Units to be created on any portion of the Expansion Lands added to the Condominium shall be restricted to residential use, except as set forth in Section 4(b) hereof. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Expansion Lands. EXHIBIT B-1 attached hereto sets forth, in general terms, the outlines of the Expansion Lands, buildings and potential Common Elements that may be added to the Condominium.

(f) Declarant expressly reserves the right to create Common Elements and Limited Common Elements on the Expansion Lands, and to designate Common Elements thereon which may, in the sole discretion of the Declarant, be assigned as Reserved General Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Reserved General Common Elements.

(g) In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded from time to time, shall be adjusted, in accordance with the formula set forth in Sections 3.1 and 5.2 hereof, to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Lands, the Declarant and any owner thereof nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Expansion Lands and to operate the same without restriction and for any purpose, whatsoever, including, without limitation, for commercial, retail, apartment or open space purposes and the Declarant specifically reserves the rights and easements set forth in Section 4(a) of this Declaration.

(j) Declarant shall have the right, but not the obligation, to submit portions of the Expansion Lands as Common Elements for open space purposes in whole or in part to this Declaration (if and to the extent the Expansion Lands, or applicable part thereof, is acquired by Declarant) and thereby add the Expansion Lands, or such portion thereof, to the Condominium; whereupon the Unit Owners shall be responsible for the cost and maintenance thereof, including without limitation, the cost and maintenance of the Significant Trees situated thereon as more particularly set forth in Section 16.2 hereof.

(k) Declarant shall have the right, but not the obligation, to construct from time to time community and recreational facilities on the Expansion Lands, including, without limitation, a gazebo, clubhouse, jogging or walking paths, parking areas, and play area, and from time to time to add said community and recreational facilities to the Condominium; whereupon the Unit Owners shall be responsible for the costs and maintenance thereof in accordance with each such Unit Owner's Percentage Interest as of the date thereof. Declarant does not currently intend to construct any community and recreational facilities on the Expansion Lands other than landscaping, sidewalks or similar improvements to be situated therein in accordance with this Declaration. In the event Declarant reasonably believes that as a result of the addition to the Condominium of any such community and recreational facilities, the Common Expenses hereunder will then increase more than fifty percent (50%) during the first two (2) years after any such

addition, then Declarant will be required to obtain the consent of at least sixty percent (60%) of the Unit Owners to the addition to the Condominium of any such community or recreational facility.

(l) In the event any community, open space and/or recreation facilities shall be constructed or included upon any portion of the Expansion Lands added to the Condominium, but the Condominium shall not be expanded to include all of the Expansion Lands, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Expansion Lands and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities, including, without limitation, open space and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Expansion Lands so benefitted to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.

Section 5.2. Expansion Lands-Assessments, Votes. Liabilities for Common Expenses and rights to common surpluses appurtenant to any given Unit shall be expressed as a percentage which shall be determined by dividing (a) the total number of useable square footage contained in said Unit as determined by Declarant, in its sole discretion, and set forth on the Building Plans, as the same may be amended from time to time, whether in connection with an expansion of the Condominium pursuant to this Article V or otherwise, and (b) the total number of usable square footage contained in all of the Units then included within the Condominium as determined by Declarant, in its sole discretion, and set forth on the Building Plans, as the same may be amended from time to time, whether in connection with an expansion of the Condominium pursuant to this Article V or otherwise. EXHIBIT E attached hereto and EXHIBIT B to the Bylaws set forth the initial percentage obligation of each Unit for Common Expenses and said Unit's right to common surpluses. Except as otherwise set forth herein with respect to the Declarant, Unit Owners of Units added to this Declaration shall be entitled to vote upon the recording of the supplemental declaration which adds the Units to the Condominium; each such Unit shall have one vote. Assessments shall commence as to such Units in accordance with Section 6.1 hereof.

ARTICLE VI
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 6.1. Monthly Payments. The Board of Directors shall levy and enforce the collection of the general and special assessments for Common Expenses in accordance with the terms and

conditions contained in the Bylaws, including, without limitation, the creation and enforcement of liens on the Units. Assessments shall commence as to any Unit upon the first conveyance of such Unit to a person or entity other than the Declarant. Declarant shall not be required to pay any assessments on Units owned by Declarant unless such Units are occupied for residential purposes for more than thirty (30) consecutive days and only as to those months during which said Units are occupied for residential purposes. Notwithstanding the foregoing sentence, after January 1, 2001 and with respect only to assessments incurred after such date, Declarant shall be obligated to pay those assessments (excluding only that portion of the assessments attributable to reserves) attributable to those Units which (a) are both owned by Declarant on January 1, 2001, and are also substantially constructed and completed by January 1, 2001, and (b) were included as part of the first twelve Units submitted to this Declaration, whether or not such units are occupied for residential purposes, but only if a total of twelve Units have not yet been sold or conveyed to parties other than Declarant. To the extent that any of the first twelve Units has not been substantially constructed and completed as of January 1, 2001, then, to the extent that any such Units owned by Declarant are substantially constructed or completed on January 1 of any year thereafter and then only if a total of twelve Units have not yet been sold or conveyed to parties other than Declarant, Declarant shall be obligated to pay any such assessments incurred after such date. Upon the sale or conveyance of twelve Units to parties other than the Declarant, Declarant shall have no obligations pursuant to this paragraph.

As to those Units added pursuant to a supplemental declaration in accordance with the terms and provisions of Article V, assessments shall commence as to any such Unit upon the first conveyance of such Unit to a person or entity other than the Declarant and Declarant shall not be required to pay assessments on such Units added thereby and owned by Declarant unless such Units are occupied for residential purposes for more than thirty (30) consecutive days and only as to those months during which said Units are occupied for residential purposes.

All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month unless different payment periods and due dates are selected by the Board of Directors. Special Assessments shall be due and payable in the manner established by the Board of Directors. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis (or such other basis as may be elected by the Board of Directors from time to time) and not on an annual basis payable in monthly installments. Upon any conveyance of a Unit to a party or parties other than Declarant, Declarant shall have no further obligations in connection therewith.

Section 6.2. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may in the discretion of the Board of Directors either (i) be credited, in proportion to each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from Unit Owners, or (ii) refunded among Unit Owners who paid assessments in proportion to their payments, or (iii) added to reserves until exhausted.

ARTICLE VII
USE RESTRICTIONS

Section 7.1. Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions set forth in the Bylaws, as the same may be amended from time to time, and the following restrictions:

(a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales or management office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner, except as expressly set forth in Section 5(a) of Article VI of the Bylaws.

(b) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(c) A Unit Owner is prohibited from making any alteration, installation, removal, addition, reconstruction or repair to the exterior of his or her Unit without the prior written approval of the Design Review Committee in accordance with Article XII hereof.

Section 7.2. Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration and the Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Declarant, during the period of time that the Declarant controls the Board of Directors, or the Board of Directors, in their reasonable discretion, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VIII
LEASING

Section 8.1. Declarant's Right to Lease or Sell Units. The Declarant shall retain title to each Unit not conveyed to any purchaser. The Declarant retains the right to enter into leases with any third parties for occupancy of any of the Units so retained by Declarant and not so conveyed to any purchaser, the terms and conditions of which leases shall be determined by the Declarant, in its sole discretion, or to lease back and sublease any Unit so conveyed.

Section 8.2. Unit Owner's Right to Lease. Except as set forth in Section 8.1 with respect to the rights of Declarant, a Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

(a) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than six (6) months;

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) A copy of such lease or sublease shall be furnished to the Board of Directors or the Secretary of the Association within seven (7) days after execution thereof; and

(d) The right of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the Unit Owner of that Unit.

ARTICLE IX
AMENDMENT TO DECLARATION

Section 9.1. Amendment. Except as otherwise set forth in this Declaration or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium as set forth in Article V (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners of Units to which at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association appertain and in the manner provided by Section 703.09(2) of the Act. No such amendment shall be effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Anything

herein to the contrary notwithstanding, and subject to any limitations imposed by the Act, and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit:

(i) so long as Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party;

(ii) so long as Declarant owns one or more Units, or the Expansion Lands, or any part thereof, no amendment to this Declaration shall be adopted that could unreasonably interfere with the sale, lease or other disposition of such Units(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to Declarant hereunder or which would impose any discriminatory charge or fee against Declarant;

(iii) no amendment to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved by the provisions of this Declaration to Eligible Mortgagees; and

(iv) so long as the Declarant owns one or more Units or the Expansion Lands, or any part thereof, no amendment to this Section 9.1 shall be adopted without Declarant's written consent thereto; and

(v) notwithstanding the above, if Declarant determines that a typographical error, misnomer, inadvertent omissions or any other error has been made in this Declaration, Declarant, without further authority, shall have the right to correct any such error by an instrument amending the Declaration and recorded with the office of the Register of Deeds for Milwaukee County, Wisconsin.

Any amendment to this Declaration may be executed (A) if on behalf of the Declarant pursuant to Declarant's rights hereunder, by any authorized officer of the Declarant, and (B) if on behalf of the Association; pursuant to the requirements regarding execution set forth in Bylaws.

Section 9.2. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is

necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holder of any liens on all or any part of the Property. Each amendment of the type described in this Section 9.2 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

ARTICLE X
MORTGAGES

Section 10.1. Requirements.

(a) Any Eligible Mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 703.18 of the Act or a distribution of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such Eligible Mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(b) Nothing contained in Section 10.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Eligible Mortgagee or other lien holder of a Unit pursuant to its Eligible Mortgage or other lien instrument in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(c) No Unit Owner or purchaser of a Unit shall deliver

any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of Directors of the name and address of the proposed Eligible Mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Board of Directors a copy of the form of the proposed Eligible Mortgage and note or other instrument of obligation. Failure to provide such notice to the Board of Directors shall not affect the validity, enforceability or priority of any such mortgage or lien instrument.

Section 10.2. Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board of Directors. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Board of Directors shall instruct the insurer of the Property to add the name of the Eligible Mortgagee or other lien holder to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee or other lien holder with a Certificate of Insurance showing that the Eligible Mortgagee's or other lien holder's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees or other lien holders, the amount secured by each Eligible Mortgage, and whether it is a first mortgage or deed of trust to the extent such information has been received by said Secretary.

Section 10.3. Rights of Eligible Mortgagees.

(a) Upon the specific written request (in the form set forth in Section 10.3(b) hereof) of a holder of an Eligible Mortgage on a Unit or its servicer or any insurer or guarantor thereof to the Board of Directors, such person or entity shall be entitled to receive some or all of the following as designated in the request and by virtue of such request shall be deemed to be an "Eligible Mortgagee" entitled to the rights of an Eligible Mortgagee pursuant to the Condominium Documents:

(i) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner of the Unit covered by the Eligible Mortgage;

(ii) Any audited or unaudited financial statements of the Board of Directors which are prepared for the Board of Directors and distributed to the Unit Owner and the holder of any Eligible Mortgage on a Unit shall be entitled to have an audited

statement prepared at its own expense if one is not otherwise available;

(iii) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(iv) Notice of substantial damage to or destruction of any Unit subject to the Eligible Mortgage (in excess of $1,000) or any part of the Common Elements (in excess of $10,000);

(v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vi) Notice of any default under this Declaration or the Bylaws of the owner of the Unit which is subject to the Eligible Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(vii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(viii) Notice of any decision by the Board of Directors to terminate any professional management of the Property and assume self-management of the Property;

(ix) Notice of any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgagee's mortgage;

(x) Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit which is subject to the Eligible Mortgage; and

(xi) Notice of any proposed action which would require the consent of a specified percentage of certain mortgagees as set forth in Section 10.4. below.

(b) The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive, shall request all rights under the Condominium Documents, shall indicate the address to which any notices or documents shall be sent by the Board of Directors and shall set forth the unit number or address of the Unit on which it has or insures or guarantees an Eligible Mortgage. The Board of Directors need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not

entitled to the material so requested and may establish reasonable rules to implement this Section 10.3(b). As a condition of the transmittal of such items, the Board of Directors, on behalf of the Association, may charge an Eligible Mortgagee for the cost of any such copies and any postage incurred in connection therewith.

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

(d) Any Eligible Mortgagee shall have the right, exercisable upon written request to the Board of Directors, to examine the books and records of the Association at any reasonable time.

Section 10.4. Approval of Mortgagees.

(a) Approval of Mortgagees. Subject to the provisions of paragraphs (b), (c) and (d) of this Section, except as provided by law in the case of dissolution, condemnation or substantial loss to Units and/or the Common Elements, unless at least sixty-seven percent (67%) of the holders of first mortgages or deeds of trust (based upon one vote for each first mortgage or deed of trust owned) and sixty-seven percent (67%) of Unit Owners other than the Declarant have given their prior written consent, the Association and Board of Directors shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium regime;

(ii) Change the pro rata interest or obligations of any Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes or the dedication of private streets consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause); or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.

Notwithstanding anything to the contrary contained in

the foregoing, in accordance with Section 703.28 of the Act, no portion of the Property may be removed from the provisions of the Act unless said removal is consented to by one hundred percent (100%) of the Unit Owners and one hundred percent (100%) of the holders of liens affecting any of the Units.

(b) Federal National Mortgage Association Compliance. Subject to the provisions of paragraphs (a), (c) and (d) of this Section, unless at least fifty one percent (51%) of Eligible Mortgagees have given their prior written consent, no amendment to this Declaration, the Bylaws or the Rules and Regulations shall be adopted that would affect any provision thereof relating to any of the following matters:

(i) Voting rights;

(ii) Assessments, liens for assessments or subordination of assessment liens;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repair of the Units and the Common Elements;

(v) The reallocation of Percentage Interests or the reallocation, in any material way, of Limited Common Elements or rights related to the use of the Common Elements;

(vi) The boundaries of any Unit;

(vii) The convertibility of any Unit into Common Elements or of any Common Elements into a Unit;

(viii) Any expansion or contraction of the Condominium, or any addition, annexation or withdrawal of any property to or from the Condominium;

(ix) Insurance or fidelity bonds;

(x) Leasing of Units;

(xi) The imposition of any restrictions on the right of any Unit Owner to sell or transfer his or her Unit;

(xii) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;

(xiii) The restoration or repair of all or any part of the Condominium (after a hazard damage or partial condemnation) in a manner other than the manner set forth in the Condominium

Documents;

(xiv) Any action to terminate the Condominium regime after an occurrence of substantial destruction or condemnation of the Condominium; or

(xv) Any provision of this Declaration, the Bylaws or Rules and Regulations which expressly benefit Eligible Mortgagees.

In addition to and not in limitation of the foregoing, the Condominium regime shall not be terminated for any reason other than an occurrence of substantial destruction or condemnation of the Condominium, and no action in furtherance of such termination shall be taken or considered by Unit Owners, unless at least one hundred percent (100%) of Eligible Mortgagees have given their prior written consent.

(c) Implied Approval. The approval of an Eligible Mortgagee to any of the foregoing amendments, modifications, or revisions may be assumed when any Eligible Mortgagee fails to submit a response to any written proposal for any such amendment, modification or revision within thirty (30) days after proper notice has been delivered to the Eligible Mortgagee, by certified or registered mail, return receipt requested.

(d) Application and Effect. The provisions of this Article X shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand and shall not supersede the following:

(i) The amendment provisions of Article IX of this Declaration and of Section 1 of Article XIII of the Bylaws;

(ii) The right granted to the Declarant in this Declaration to subdivide or relocate the boundaries of Units and to designate Reserved General Common Elements;

(iii) The rights of any Unit Owner and his or her mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Eligible Mortgage, including, without limitation, as set forth in Section 11.1 hereof; and/or

(iv) The exercise or termination of the right of the Declarant to expand the Condominium pursuant to Article V of this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Eligible Mortgagee.

ARTICLE XI
BOUNDARY RELOCATION; PARTITION

Section 11.1. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of Section 10.4(d)(iii) of this Declaration, any Unit may be subdivided, combined or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Eligible Mortgagees of the Units involved and the Board of Directors. The foregoing consents, including those required pursuant to Section 10.4, shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An amendment to this Declaration to effect any Unit subdivision, combination or boundary relocation shall be recorded by the Secretary of the Association. The provisions of this Section 11.1 do not apply to alterations allowed by Section 703.13 (6) and (7) of the Act or by the provisions of the Bylaws.

Section 11.2. No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is waived and terminated by agreement of Unit Owners owning Units to which appertain at least one hundred percent (100%) of all the votes in the Condominium, except as provided herein in the event of casualty or condemnation.

ARTICLE XII
DESIGN REVIEW CONTROL COMMITTEE

Section 12.1. Design Review Committee. The Design Review Committee shall be composed of three (3) Unit Owners or representatives of Declarant appointed by the Board, one of whom shall be a member of the Board or in the event the Board elects not to appoint a separate Design Review Committee, the term "Design Review Committee" shall refer to the Board; provided, however, that until such time as seventy-five percent (75%) of the aggregate of (a) all Units submitted to the Condominium and (b) all Units which Declarant has the right and option to add to the Condominium pursuant to Article V hereof have been conveyed to parties other than the Declarant, the Design Review Committee shall be the Declarant.

Section 12.2. Construction/Modification of Units, Common Elements and Improvements on the Property. No Unit Owner shall make any addition, alteration, or improvement including, without limitation, repainting or revarnishing or changing the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors, windows, flagpoles, bird feeders, mailboxes, and/or landscaping, other

than the planting of seasonal flowers within a Unit's Limited Common Element yard) until a written request setting forth the details of the addition, alteration, improvement or change shall have been submitted to and approved in writing as to harmony of external design, soundness and visual aesthetics by the Design Review Committee, which approval may be approved or denied in the Design Review Committee's sole discretion. The Design Review Committee may not approve any addition, alteration, improvement or change unless such addition, alteration, improvement or change complies with the Act, this Declaration, the Bylaws and the then current Rules and Regulations.

Section 12.3. Guidelines. The Design Review Committee may, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the architectural control provisions set forth herein. The policy guidelines may include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the Unit Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Unit Owners and subject to the approval of the Board.

Section 12.4. Submittal Requirements. Unit Owners requesting approval pursuant to this Section may be required to submit such supplemental information, including plans and specifications, containing such additional detail as the Design Review Committee may reasonably request.

Section 12.5. Procedure. Within thirty (30) days after the receipt by the Design Review Committee of all of the information requested from a Unit Owner in connection with any proposed addition, alteration or improvement, the Design Review Committee shall, in writing to such Unit Owner, approve, with specified conditions, or refuse the Unit Owner's request with respect to any such addition, alteration or improvement.

Section 12.6. Appeal. Any action, ruling or decision of the Design Review Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

Section 12.7. Violations. The Board shall have the power to impose reasonable fines and to issue a cease and desist request to any Unit Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of this

Section.

Section 12.8. Failure to Act. In the event the Design Review Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after said plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved by the Design Review Committee. In the event that plans and specifications are not submitted to or approved by the Design Review Committee, or the actual design, construction or location of any improvement shall be materially at variance with approved plans and specifications, the Association may, until one year (but not thereafter) after the completion of construction, commence a suit or other action to require the removal or alteration of such improvement.

Section 12.9. Authority to Act. The Design Review Committee may appoint in writing a member of such committee who shall have authority to approve the construction of improvements as set forth in this Article XII.

Section 12.10. Declarant Excluded. Notwithstanding anything to the contrary contained herein, this Article XII shall not apply to the Declarant and the Declarant may make or construct any improvement, addition or alteration without obtaining the approval of the Board or the Design Review Committee, or otherwise complying with this Article XII.

ARTICLE XIII
CONDOMINIUM DOCUMENTS: SCOPE

Section 13. Scope of Coverage. All present and future Unit Owners of Units, tenants of such Unit Owners and any other occupants of Units, employees of Unit Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration (including the Plats and Building Plans); the Articles, the Bylaws and Rules and Regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such Unit Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by the provisions of the Act.

ARTICLE XIV
DAMAGE OR DESTRUCTION; EMINENT DOMAIN

Section 14.1. Damage or Destruction. In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of seventy-five percent (75%) or more of all Unit Owners taken within One Hundred Twenty (120) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 1, Article IX of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred (100%) of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the Bylaws.

Section 14.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 14.3. Negotiations. In the event all or part of the Common Elements are destroyed or damaged or are taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority and/or the insurance company. Each Unit Owner appoints the Association as attorney-in-fact for this purposes. Any insurance proceeds, or any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear and in accordance with the terms of the Bylaws.

ARTICLE XV
INSURANCE

Section 15. Insurance. The Board of Directors shall obtain and maintain insurance as provided in the Bylaws.

ARTICLE XVI
ADDITIONAL PROVISIONS

Section 16.1. Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over

any rights of holders of first mortgages or deeds of trust pursuant to their first mortgages or deeds of trust in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

Section 16.2. Significant Trees. The Association, on behalf of the Unit Owners, shall comply with any plan which has been or will be approved by the Village (the "Approved Plan") for the maintenance and preservation of the Significant Trees which are located within the Condominium. The Association, on behalf of the Unit Owners, shall be responsible for and shall protect, maintain and preserve the Significant Trees which are located within the Condominium in accordance with said Approved Plan to the extent reasonably possible. The Declarant shall have the right to place a fence around any open space or any Common Elements upon which any Significant Trees are located at all times during construction and development of the Condominium and to take such other steps as the Declarant shall deem reasonably necessary to maintain, preserve and protect the Significant Trees. The Significant Trees are generally located as shown on EXHIBIT D attached hereto.

Section 16.3. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 16.4. Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 16.5. No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

Section 16.6. Registered Agent. The registered agent for service of process shall be Edgewood Place LLC, 111 East Wisconsin Avenue, Suite 1700, Milwaukee, Wisconsin 53202. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee

County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

Section 16.7. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein above provided.

Section 16.8. Conveyance of Additional Common Elements. Declarant may convey additional real estate, improved or unimproved, located within the boundaries of the Property or the Expansion Lands which upon conveyance or dedication to the Unit Owners shall be accepted by the Unit Owners and thereafter shall be maintained by the Association at its expense for the benefits of all of the Unit Owners.

Section 16.9. Bylaws. A copy of the initial Bylaws of Edgewood Place Condominium is attached hereto as EXHIBIT F and made a part hereof. A copy of the current Bylaws may be obtained from the Association.

Section 16.10. Use of Facilities of Others. The Board of Directors shall have the right, upon the approval of Unit Owners owning Units to which a majority of the votes in the Association appertain, to enter into agreements, including without limitation, easements agreements, granting the Unit Owners the right to use the recreational facilities or other facilities, including, without limitation, privately owned utilities, of other associations or land owners on reasonable terms and conditions, including, without limitation, payment of a fee in connection therewith.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on the date first above written.

DECLARANT:

EDGEWOOD PLACE LLC

by: BRMandel
name: Barry R. Mandel
its: Sole Member

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

Personally came before me this 22 day of February, 1999, Barry R. Mandel, the sole member of Edgewood Place LLC, a Wisconsin limited liability company, to me known to be the officer who executed the foregoing on behalf of said limited liability company and acknowledge same.

ARLENE J. DONLEY NOTARY PUBLIC STATE OF WISCONSIN

Arlene J. Donley
Name:
Notary Public, State of Wisconsin, County of Milwaukee
My Commission: April 22, 2001

This document was drafted by and should be returned to Sarah O. Jelencic, c/o Foley & Lardner, Suite 3800, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

EXHIBIT A
LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

LEGAL DESCRIPTION OF
CONDOMINIUM PROPERTY

LL OF LOTS 20 THROUGH 28, INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED
LLEY ADJOINING SAID LOTS, AND PART OF LOTS 1 THROUGH 6, INCLUSIVE, TOGETHER WITH
HE NORTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 7, MENLO PARK,
EING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP
NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE
F WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
EGINNING AT THE SOUTHEAST CORNER OF LOT 28 OF BLOCK 7, MENLO PARK; THENCE SOUTH
3°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 373.08 FEET TO THE
HEAST CORNER OF LOT 19; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN
IE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7, MENLO PARK; THENCE NORTH
3°37'51" EAST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE NORTH
0°27'39" WEST 139.91 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT;
IENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 29.93
ET TO A POINT; THENCE SOUTH 00°27'39" EAST 109.64 FEET TO A POINT; THENCE NORTH
3°37'51" EAST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 21.77 FEET TO
POINT; THENCE NORTH 88°37'51" EAST 115.35 FEET TO A POINT IN THE WEST LINE OF
ORTH PROSPECT AVENUE; THENCE SOUTH 00°28'26" EAST ALONG THE WEST LINE OF
ORTH PROSPECT AVENUE 191.97 FEET TO THE POINT OF BEGINNING.
ID LAND CONTAINS 1.5071 ACRES.

EDGEWOOD PLACE CONDOMINIUM

I, JOHN P. CASUCCI, R.L.S. DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EDGEWOOD PLACE CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT REQUIRED, THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, [illegible] AND LOCATION OF EACH UNIT.

JOHN P. CASUCCI, R.L.S. S-2063

DATE

NOTES:

1. SEE SECTION 2.3 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE TYPE AND ORIENTATION OF THE BUILDINGS IN THE EXPANSION LANDS.

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

EAST STRATFORD COURT

NORTH MARYLAND AVENUE

NORTH PROSPECT AVENUE

EAST EDGEWOOD AVENUE

EXPANSION LANDS

MENLO PARK BLOCK 7

CONDOMINIUM PROPERTY

N88°37'51"W 582.65'

N88°37'51"E 119.75'

N88°37'51"E 115.35'

N88°37'51"E 109.00'

N00°27'39"W 139.91'

S00°27'39"E 109.84'

N00°27'39"W 21.27'

S00°28'26"E 279.83'

S.E. CORNER OF LOT 20 & THE S.E. CORNER OF LOT 19

N 88°37'51" E SOUTH LINE, NW 1/4, SECTION 10-7-23

VILLAGE OF SHOREWOOD / CITY OF MILWAUKEE

N.E. CORNER LOT 1

S.E. CORNER LOT 20

AREAS OF LIMITED COMMON ELEMENTS

1" IRON PIPE FOUND

N

GRAPHIC SCALE

25 0 12.5 25 50 100

(IN FEET)

1 inch = 50 ft.

National Survey & Engineering

NSE PROJECT NO. 157813-SJS

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PAGE 1 OF 10

EXHIBIT A-1

PLAT OF SURVEY: CONDOMINIUM PROPERTY

EXHIBIT B
DESCRIPTION OF EXPANSION LANDS

LEGAL DESCRIPTION OF
EXPANSION LANDS

'ART OF LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 'AST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN,)OUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 7, MENLO PARK; THENCE SOUTH)0°28'26" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 87.86 FEET TO A POINT; ' ENCE SOUTH 88°37'51" WEST 115.35 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST .77 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 108.00 FEET TO A POINT; THENCE ORTH 00°27'39" WEST 109.64 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD)URT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 23.33 FEET TO THE POINT OF BEGINNING.
)ID LAND CONTAINS 0.5044 SQUARE FEET.
.SO:
OF LOTS 7 THROUGH 14, INCLUSIVE, TOGETHER WITH THE NORTH
HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, AND ALL OF LOTS 15 THROUGH 19, NCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, LL IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE)ORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS 'OLLOWS:
)EGINNING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK 7, MENLO PARK; THENCE SOUTH 38°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 209.57 FEET TO A 'OINT IN THE EAST LINE OF NORTH MARYLAND AVENUE; THENCE NORTH 00°28'24" WEST LONG THE EAST LINE OF MARYLAND AVENUE 279.83 FEET TO A POINT IN THE SOUTH LINE OF 'AST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 329.39 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 139.91 FEET TO ' POINT; THENCE SOUTH 88°37'51" WEST 119.76 FEET TO A POINT; THENCE SOUTH)0°27'39" EAST 139.91 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.7309 ACRES.

EDGEWOOD PLACE CONDOMINIUM

I, JOHN P. CASUCCI R.L.S., DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EDGEWOOD PLACE CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT. THE DIMENSIONING FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, [illegible] AND LOCATION OF EACH UNIT.

John P. Casucci

JOHN P. CASUCCI, R.L.S. S-2065

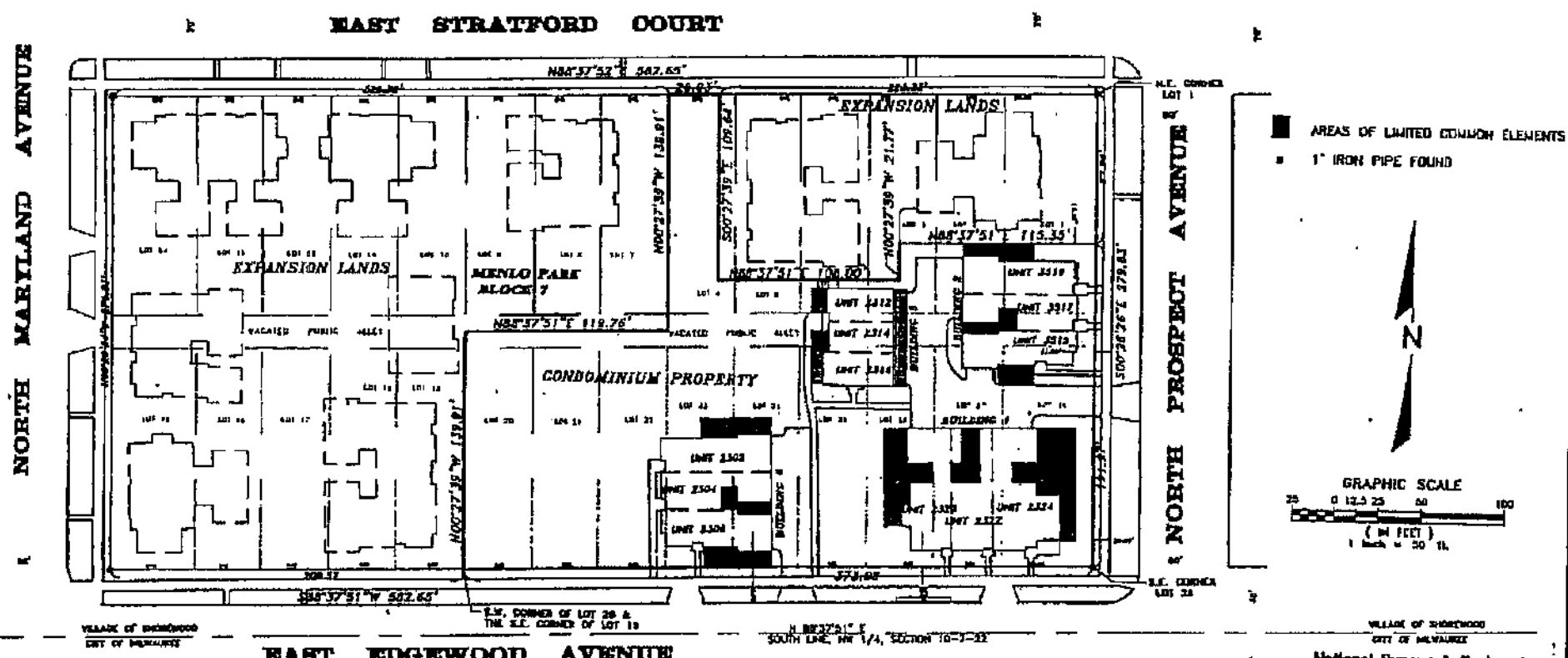
WISCONSIN JOHN P. CASUCCI S-2065 MENOMONEE FALLS LAND SURVEYOR

DATE

NOTES:

1. SEE SECTION 3.3 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE TYPE AND ORIENTATION OF THE BUILDINGS IN THE EXPANSION LANDS.

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN



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PAGE 1 OF 10

EXHIBIT B-1
PLAT OF SURVEY: EXPANSION LANDS

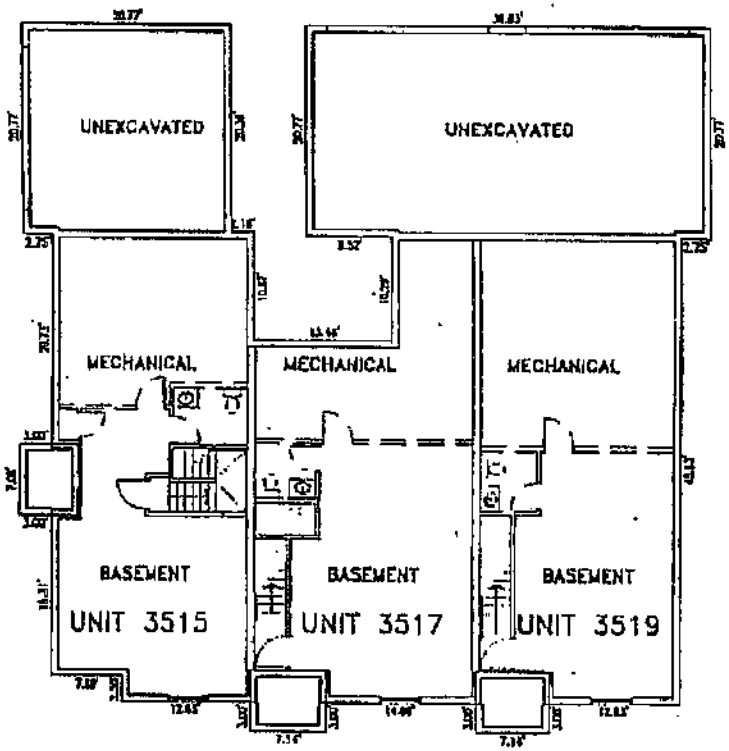
EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE

(IN FEET)

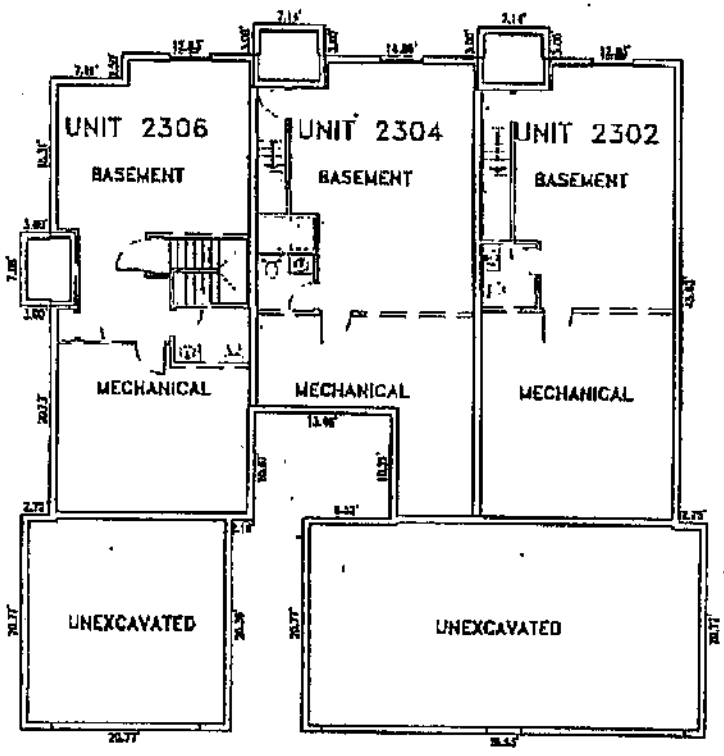
BUILDING 2



UNIT TYPE "G" | UNIT TYPE "H" | UNIT TYPE "I"

BASEMENT

BUILDING 6



UNIT TYPE "I" | UNIT TYPE "H" | UNIT TYPE "G"

BASEMENT

NSE PROJECT NO. 157813-SJS
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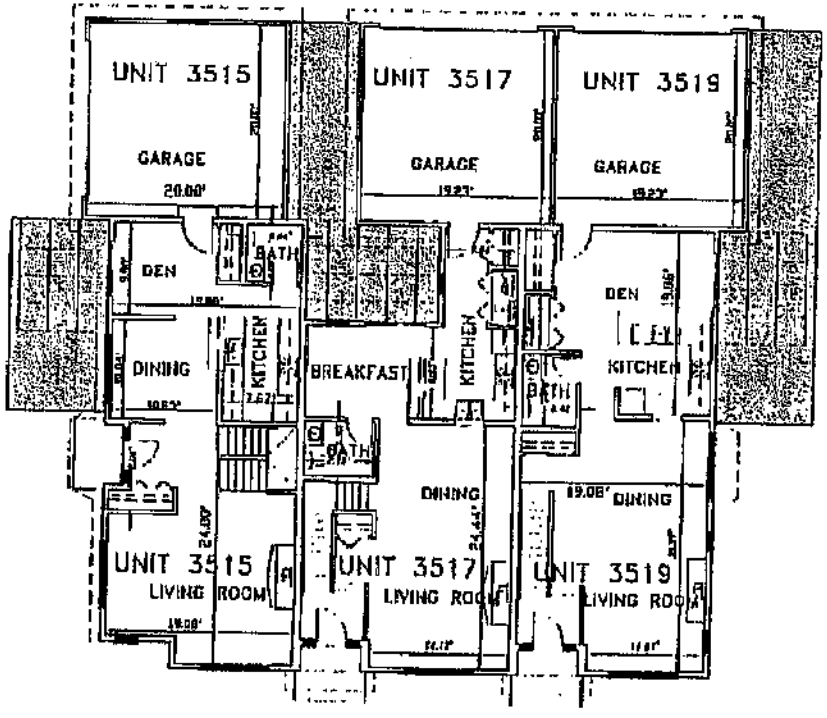
EXHIBIT C
BUILDING PLANS

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE

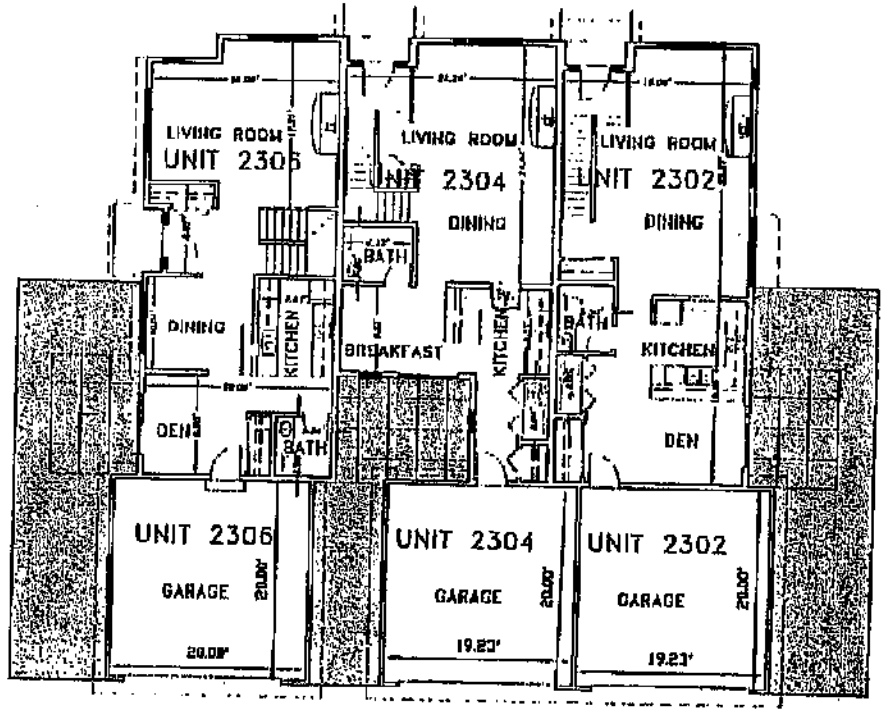
BUILDING 2



UNIT TYPE "G" UNIT TYPE "H" UNIT TYPE "I"

FIRST FLOOR

BUILDING 6



UNIT TYPE "I" UNIT TYPE "H" UNIT TYPE "G"

FIRST FLOOR

AREAS OF LIMITED COMMON ELEMENTS

NSE PROJECT NO. 157813-SUS
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PAGE 4 OF 10

EXHIBIT C
BUILDING PLANS

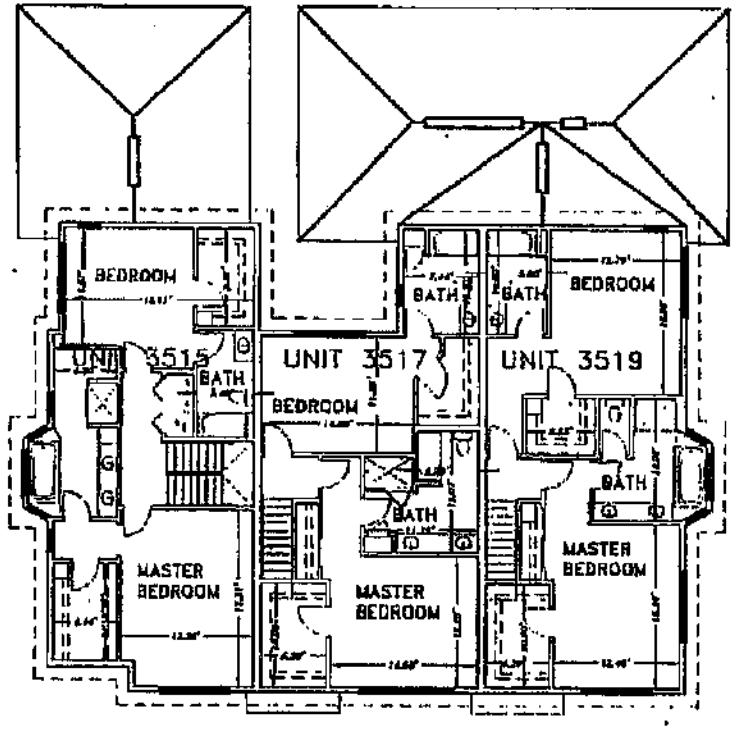
EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

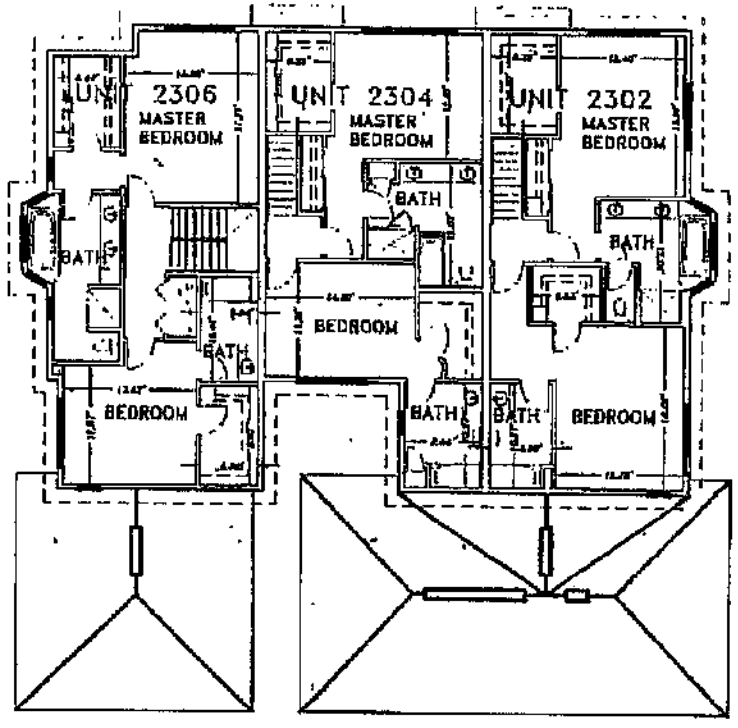
BUILDING 2



UNIT TYPE "G" | UNIT TYPE "H" | UNIT TYPE "I"

SECOND FLOOR

BUILDING 6



UNIT TYPE "I" | UNIT TYPE "H" | UNIT TYPE "G"

SECOND FLOOR

NSE PROJECT NO. 157813-SJS
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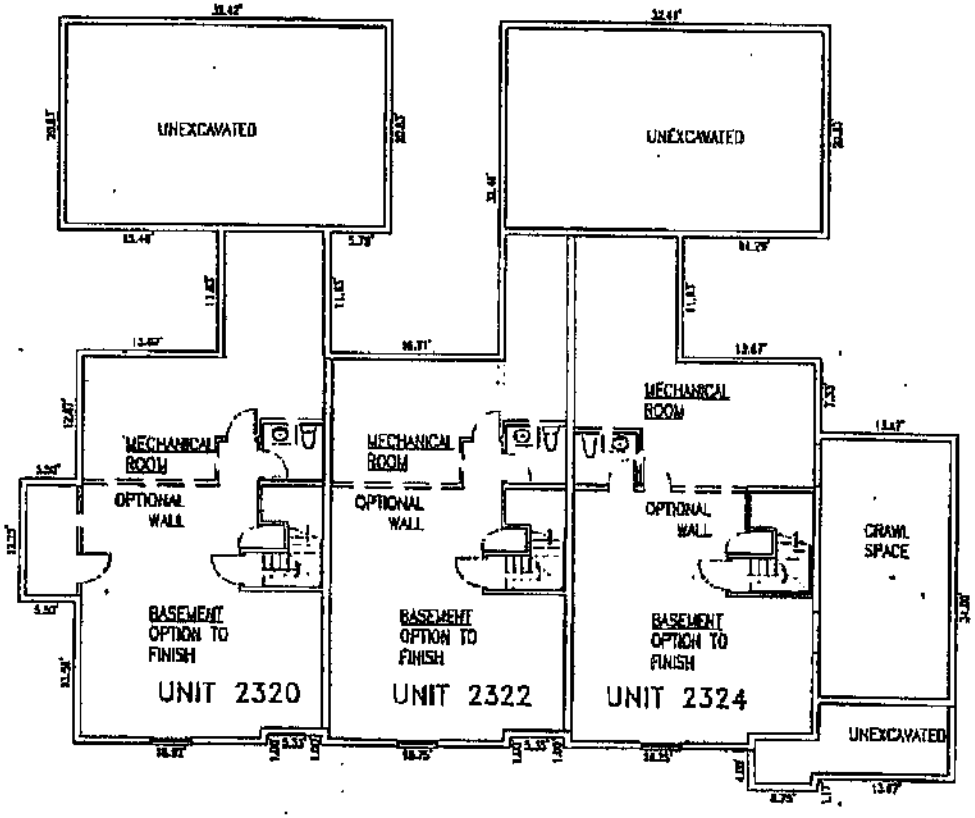
PAGE 5 OF 10

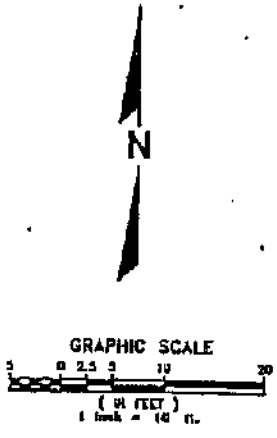
EXHIBIT C
BUILDING PLANS

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 1





UNIT TYPE "A" UNIT TYPE "B" UNIT TYPE "C"

BASEMENT

NSE PROJECT NO. 157813-SIS
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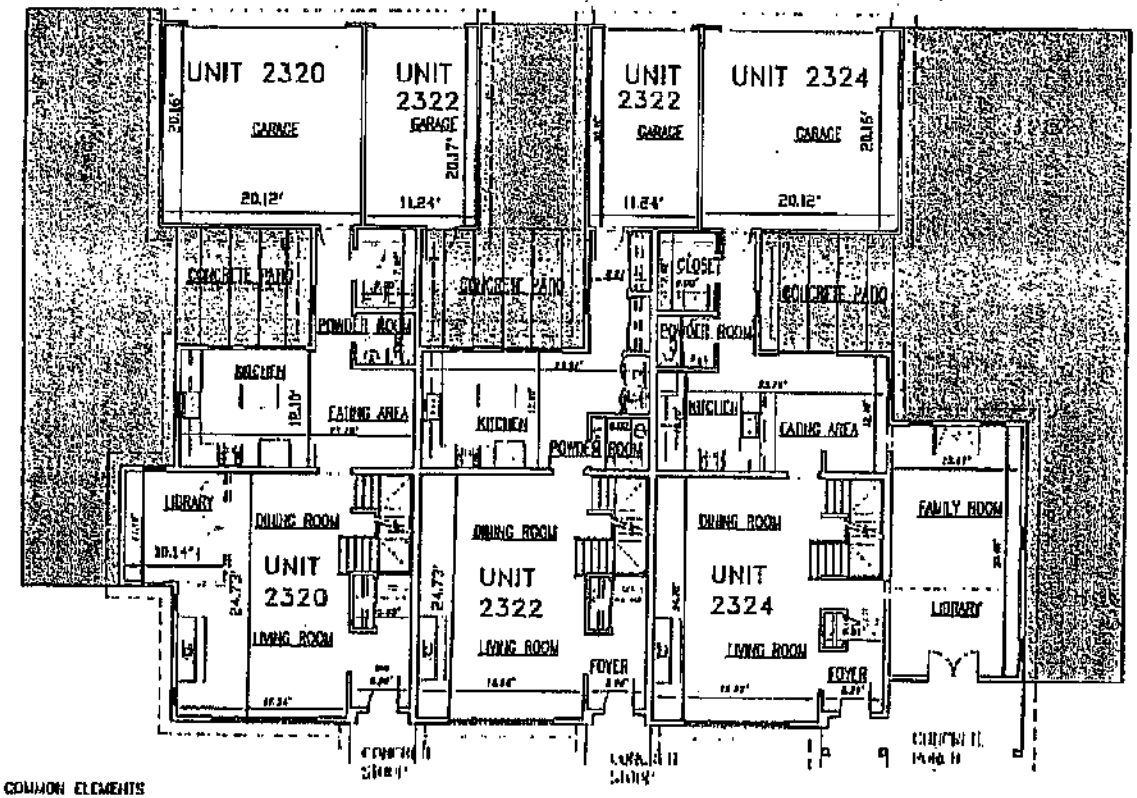
PAGE 6 OF 10

EXHIBIT C
BUILDING PLANS

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 1



AREAS OF LIMITED COMMON ELEMENTS

UNIT TYPE "A" UNIT TYPE "B" UNIT TYPE "C"

FIRST FLOOR

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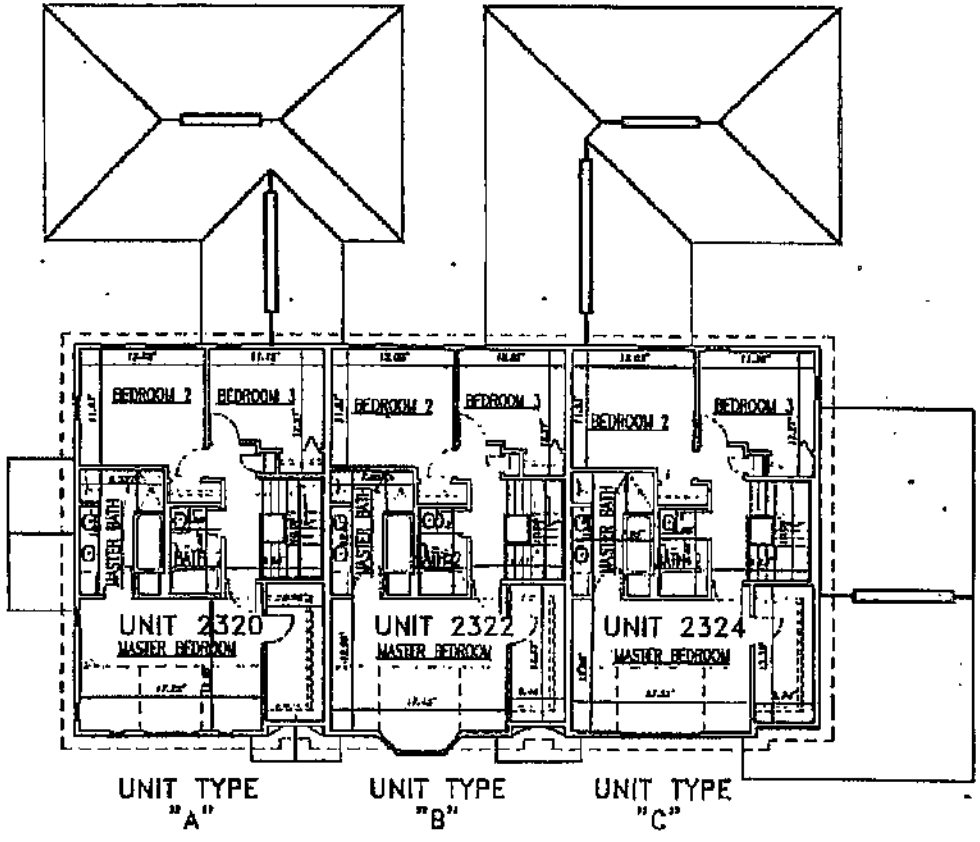
PAGE 7 OF 10

EXHIBIT C
BUILDING PLANS

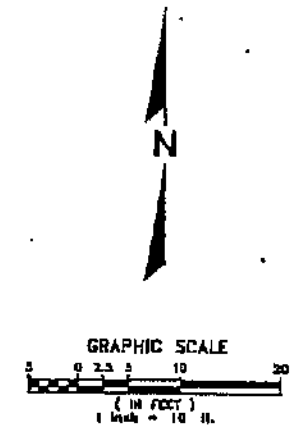
EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 1



SECOND FLOOR



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PAGE 8 OF 10

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EXHIBIT C
BUILDING PLANS

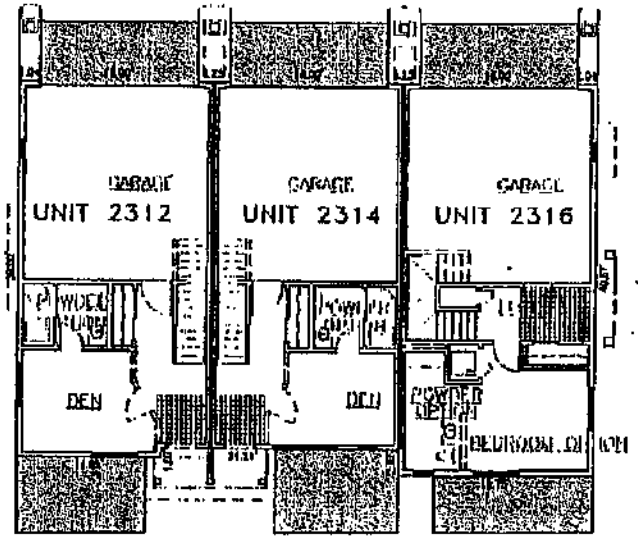
49

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

50

BUILDING 5

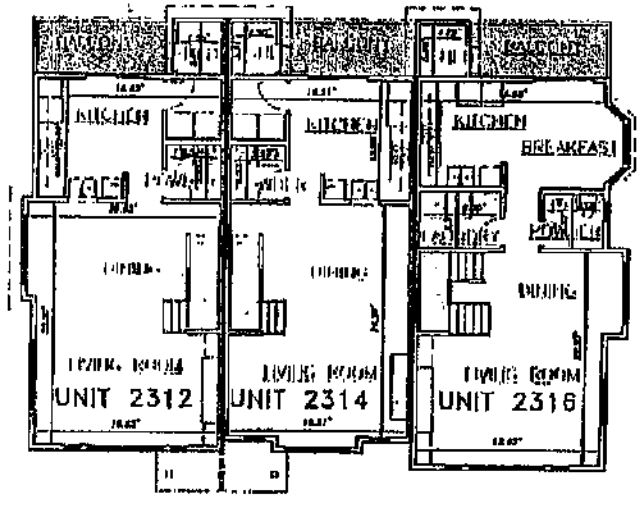


UNIT TYPE "F" | UNIT TYPE "E" | UNIT TYPE "D"

FIRST FLOOR

AREAS OF LIMITED COMMON ELEMENTS

BUILDING 5



UNIT TYPE "F" | UNIT TYPE "E" | UNIT TYPE "D"

SECOND FLOOR

AREAS OF LIMITED COMMON ELEMENTS

N

GRAPHIC SCALE

0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

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PAGE 9 OF 10

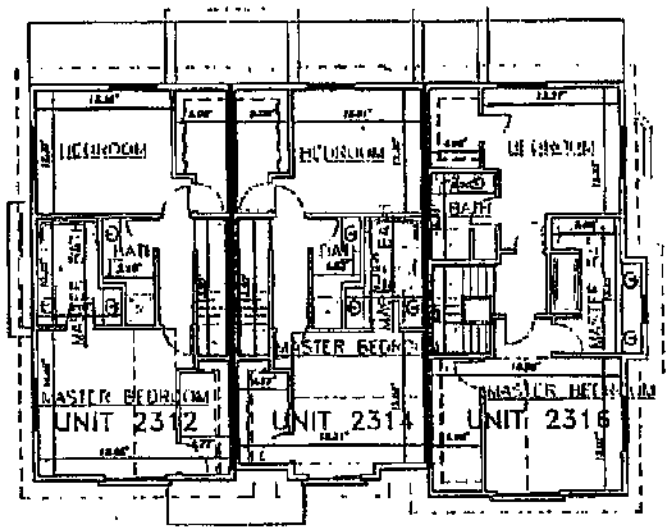
EXHIBIT C
BUILDING PLANS

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

5

BUILDING 5



UNIT TYPE "F" | UNIT TYPE "E" | UNIT TYPE "D"

THIRD FLOOR

N

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

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PAGE 10 OF 10

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EXHIBIT C
BUILDING PLANS

EXHIBIT D
SIGNIFICANT TREES

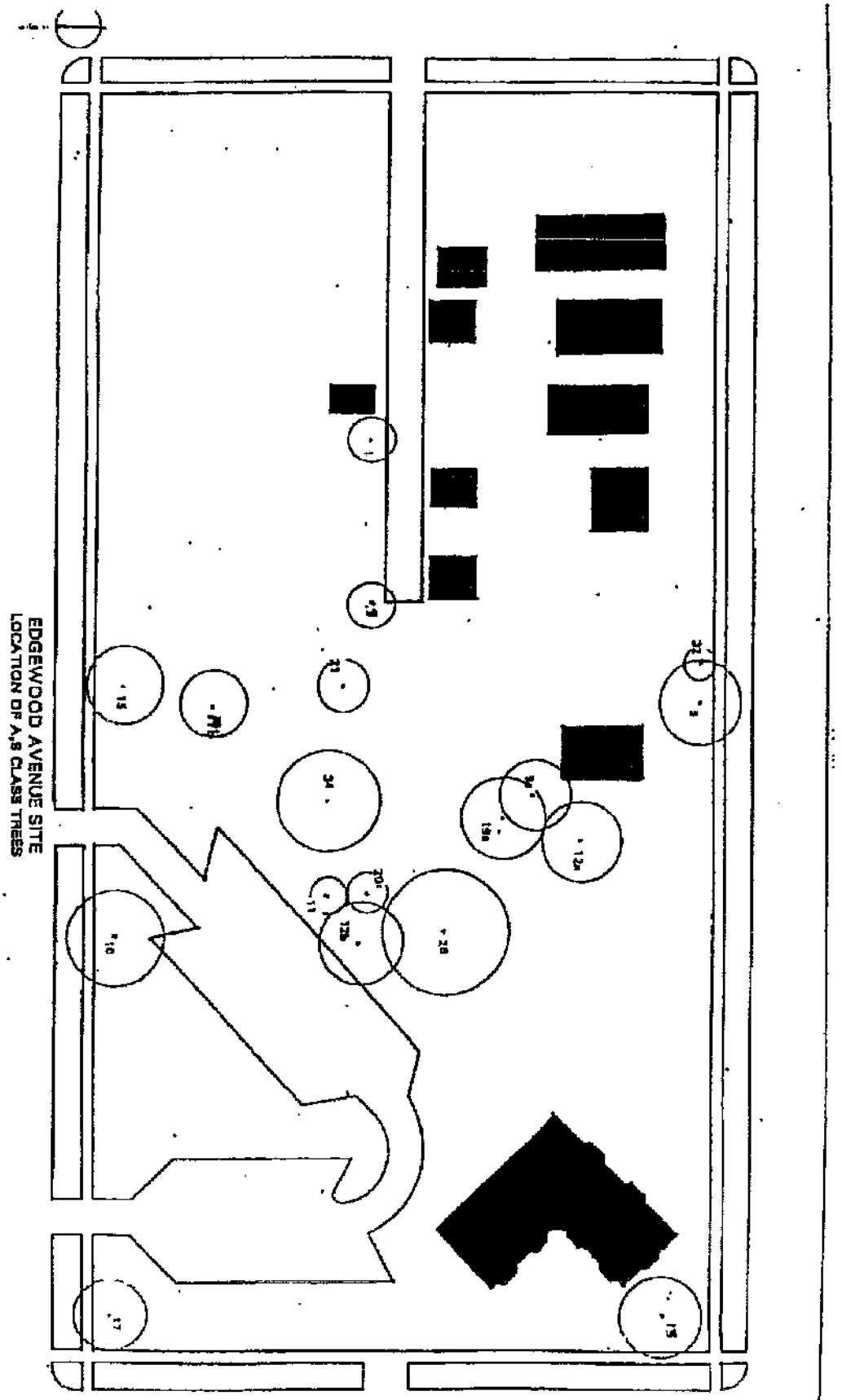


EXHIBIT E
PERCENTAGE INTERESTS

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

INITIAL PERCENTAGE INTERESTS

SQUARE FOOTAGES

Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,971
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building -- Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	8.76%
2322 East Edgewood Ave	B	1,894	8.34%
2324 East Edgewood Ave	C	2,269	9.99%
Building Two			
3513 North Prospect Ave	G	1,758	7.74%
3517 North Prospect Ave	H	1,971	8.68%
3519 North Prospect Ave	I	1,730	7.62%
Building Five			
2312 East Edgewood Ave	F	1,971	8.68%
2314 East Edgewood Ave	E	1,730	7.62%
2316 East Edgewood Ave	D	1,932	8.51%
Building Six			
2302 East Edgewood Ave	I	1,730	7.62%
2304 East Edgewood Ave	H	1,971	8.68%
2306 East Edgewood Ave	G	1,758	7.74%
TOTALS		22,702	100.00%

FIRST SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF EDGEWOOD PLACE CONDOMINIUM

WHEREAS, Edgewood Place LLC, a Wisconsin limited liability company, as Declarant (the "Declarant") executed a Declaration of Edgewood Place Condominium, dated February 22, 1999, recorded on February 24, 1999 in the Office of the Register of Deeds for Milwaukee County, Wisconsin at Reel 4506, Image 2330 through 2441, inclusive, as Document #7695438 (the "Declaration"), subjecting certain property located in the Village of Shorewood, Milwaukee County, Wisconsin more particularly described in EXHIBIT 1 attached hereto and as EXHIBIT A to the Declaration (the "Condominium Property"); and

WHEREAS, Section 5.1 of Article V of the Declaration provides that the Declarant may amend the Declaration within ten years from the date of the recordation of the Declaration for the purposes of adding to the Condominium Property any or all of the land described in Section 5.1(a) of Article V (the "Expansion Lands") and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as such term is defined in the Declaration) in accordance with the terms and provisions of Section 703.26 of the Act (as such term is defined in the Declaration); and

WHEREAS, Declarant desires to add that portion of the Expansion Lands more particularly described on EXHIBIT 2 attached hereto (the "Phase II Property") to the Condominium Property, in accordance with the terms of the Declaration;

NOW, THEREFORE, pursuant to Article V of the Declaration, Declarant, as the fee owner of the Phase I Property, hereby supplements and amends the Declaration as follows:

1. Property; Condominium Property. The term "Property" and the term "Condominium Property" as defined in the Declaration is hereby deemed to refer to all of the property described on EXHIBITS 1 and 2 attached hereto.

2. Description of Phase I Property. The Phase I Property contains two buildings: Building Three and Building Four. Building Three contains two Units (as such term is defined in the Declaration) and Building Four contains three Units, as more particularly depicted on Addendum 1 to the Plat of Edgewood Place Condominium recorded in connection herewith (the "Plat") and as shown on the Survey attached hereto as EXHIBIT 3. The Limited Common Elements (as such term is defined in the Declaration) for these Units are depicted on the Plat and on EXHIBITS 3 and 4 hereto. The remaining Phase I Property, excluding the Units and the Limited Common Elements, is hereby deemed to be General Common Elements (as such term is defined in the Declaration).

3. Depiction of the Condominium Property. EXHIBIT A-1 to the Declaration is hereby deemed amended to include as part of the Condominium Property the Phase I Property as depicted on EXHIBIT 3 hereto.

4. Description of Expansion Lands. EXHIBIT B to the Declaration is hereby deleted from the Declaration and the EXHIBIT B to the Declaration attached hereto is hereby substituted in its place and EXHIBIT B-1 is hereby amended by deleting therefrom the Phase I Property so as to depict the Expansion Lands as shown on EXHIBIT 3 hereto.

5. Building Plans. EXHIBIT C to the Declaration is hereby amended and expanded to include the floor plans for Building Three and Four and the Units contained therein and the square footage for each such Unit, all as attached hereto as EXHIBIT 4 and as depicted on the Plat.

6. Percentage Interests; Votes. Pursuant to Section 3.1 and 5.2 of the Declaration, the Percentage Interest (as such term is defined in the Declaration) of each Unit included in the Condominium shall be determined by dividing (a) the total number of usable square footage contained in said Unit as determined by Declarant, in its sole discretion, and set forth as part of the Building Plans (as such term is defined in the Declaration) as the same may be amended from time to time, whether in connection with the expansion of the Condominium (as such term is defined in the Declaration) pursuant to Article V thereof or otherwise, and (b) the total number of usable square footage contained in all of the Units then included within the Condominium as determined by Declarant, in its sole discretion, and set forth on the Building Plans, as the same may be amended from time to time, whether in connection with expansion of the Condominium pursuant to Article V of the Declaration or otherwise. The Percentage Interest of each Unit, including those Units added pursuant to this Supplemental Declaration and Amendment and each such Unit's percentage obligation for Common Expenses (as such term is defined in the Declaration) and each such Unit's right to common surpluses shall be as set forth on EXHIBIT E attached hereto. EXHIBIT E to the Declaration is hereby deleted in its entirety and EXHIBIT E attached hereto is hereby substituted in its place. EXHIBIT B to the Bylaws (as such term is defined in the Declaration), which Bylaws are attached to the Declaration as EXHIBIT F thereto, is hereby deleted in its entirety and EXHIBIT B to the Bylaws attached hereto is substituted in its place. Assessments shall commence as to Units situated within the Phase I Property in accordance with Section 6.1 of the Declaration. Pursuant to Section 3.2 of the Declaration, each Unit has one vote.

Except as herein amended, all of the terms, covenants and conditions of the Declaration are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of the Property and their respective successors and assigns.

53-2

IN WITNESS WHEREOF, this First Supplemental Declaration and Amendment is dated and executed this 20th day of October, 1999 by Declarant.

EDGEWOOD PLACE LLC
By: Mandel Group, Inc.
Its: Agent

By: _____
Name: David A. Pavela
Its: Chief Financial Officer/Treasurer

AUTHENTICATION

The signature of David A. Pavela is hereby authenticated this 20th day of October, 1999.

_____
Sarah O. Jelencic
Member, State Bar of Wisconsin

This document was drafted by and should be returned to Sarah O. Jelencic, c/o Foley & Lardner, Suite 3800, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

EXHIBIT 1

LEGAL DESCRIPTION OF
CONDOMINIUM PROPERTY

ALL OF LOTS 20 THROUGH 28, INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 1 THROUGH 6, INCLUSIVE, TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 28 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 373.08 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN THE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7, MENLO PARK; THENCE NORTH 88°37'51" EAST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 29.93 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 109.84 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 21.77 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 115.35 FEET TO A POINT IN THE WEST LINE OF NORTH PROSPECT AVENUE; THENCE SOUTH 00°28'26" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 191.97 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.5071 ACRES.

EXHIBIT 2

Legal Description of Phase I Property

PART OF LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 7, MENLO PARK; THENCE SOUTH 00°28'26" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 67.86 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 115.35 FEET TO A POINT; THENCE SOUTH 00°27'38" EAST 21.77 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 108.00 FEET TO A POINT; THENCE NORTH 00°27'38" WEST 109.64 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 223.33 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 0.5044 SQUARE FEET.

EXHIBIT 3

I, JOHN P. CASUCCI, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EDGEWOOD PLACE CONDOMINIUM ADDENDUM NO. 1 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

John P. Casucci
JOHN P. CASUCCI, RLS S-2655

October 14, 1999
DATE

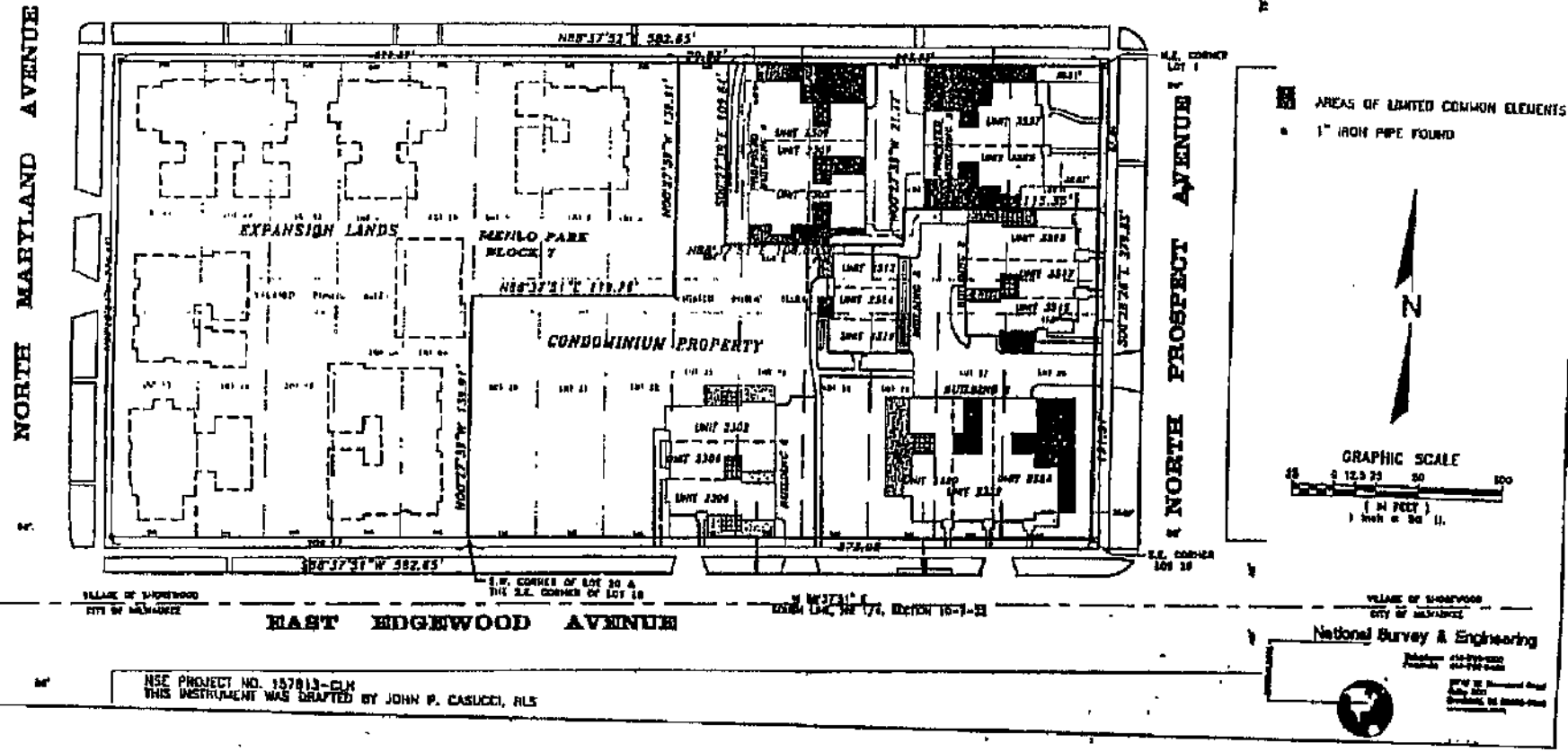
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 1

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

NOTES:

1. SEE SECTION 2.3 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE TYPE AND ORIENTATION OF THE BUILDINGS IN THE EXPANSION LANDS.



NSE PROJECT NO. 157813-CLH
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

National Survey & Engineering

53-6

REEL 4674 IMG 569

EXHIBIT 4

Page 1 of 3

UNIT	BUILDING--STREET ADDRESS	TYPE	SQUARE FEET
	BUILDING THREE		
3525	3525 NORTH PROSPECT AVE	A	1,943
3527	3527 NORTH PROSPECT AVE	B	2,230
2305	BUILDING FOUR 2305 EAST EDGEWOOD AVE	A	1,947
2307	2307 EAST EDGEWOOD AVE	B	1,819
2309	2309 EAST EDGEWOOD AVE	C	2,230

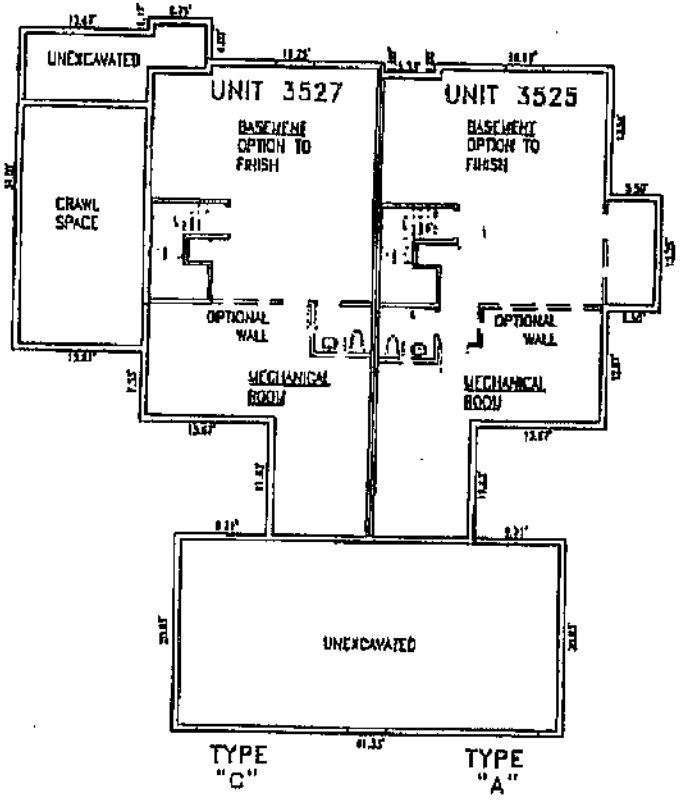
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 1

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

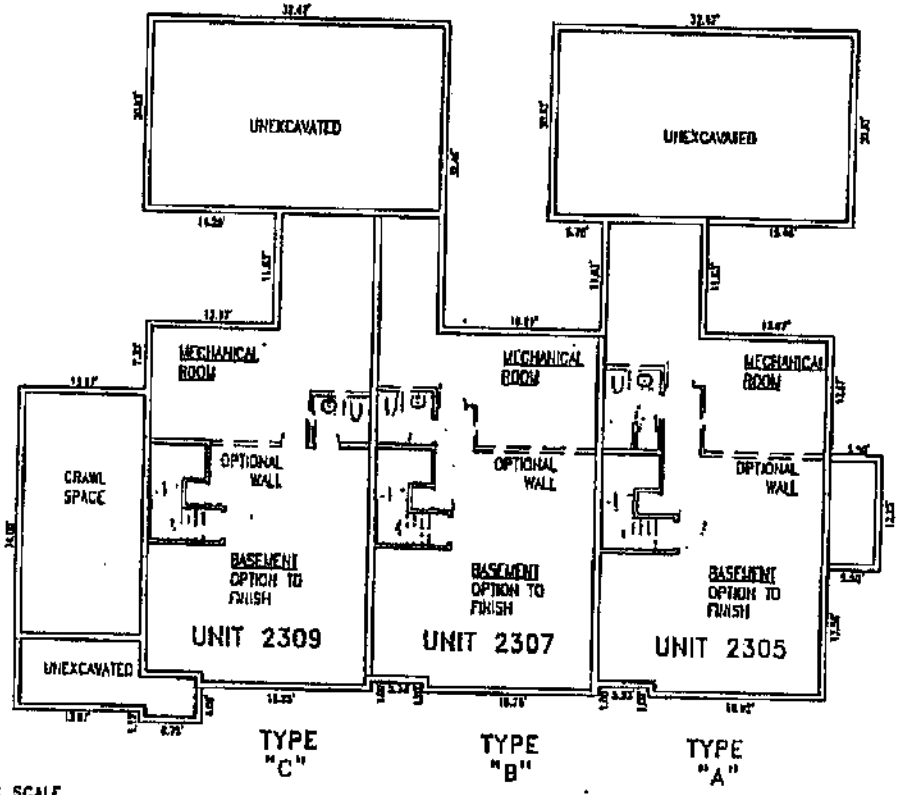
N

BUILDING 3



BASEMENT

BUILDING 4



BASEMENT

GRAPHIC SCALE

0 5 10 20

(IN FEET)

1 inch = 10 ft.

National Survey & Engineering

NSE PROJECT NO. 157813-CLH
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

53-7

REEL 4467 IMAGE 570

EDGEWOOD PLACE CONDOMINIUM

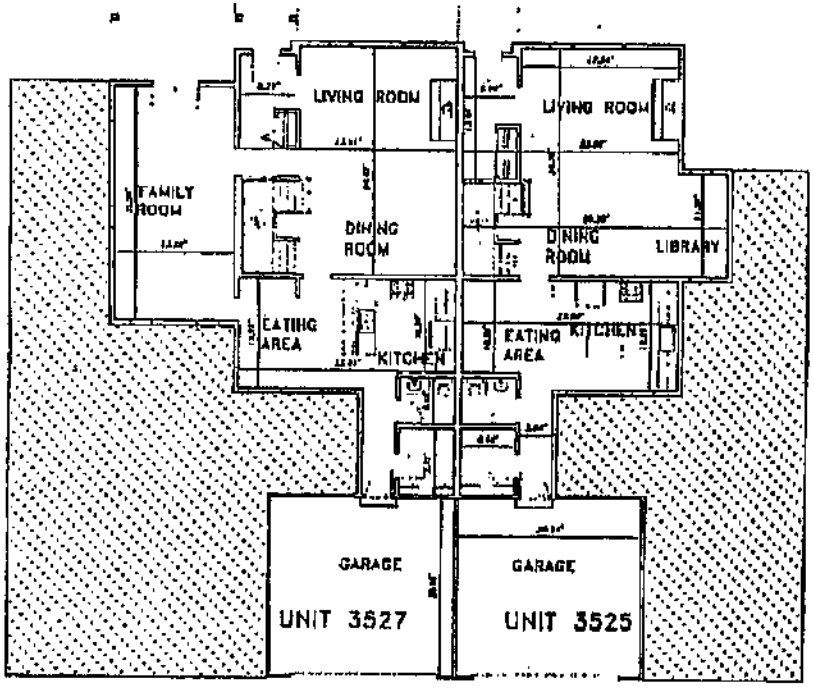
ADDENDUM NO. 1

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

AREAS OF LIMITED COMMON ELEMENTS

N

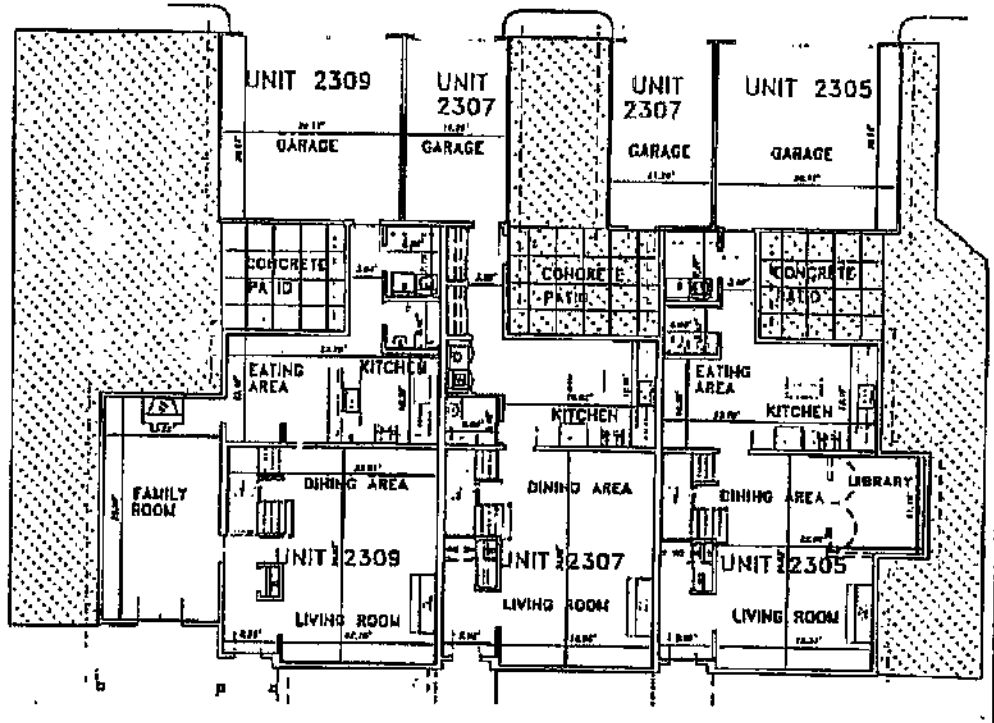
BUILDING 3



TYPE "C" TYPE "A"

FIRST FLOOR

BUILDING 4



TYPE "C" TYPE "B" TYPE "A"

FIRST FLOOR

National Survey & Engineering

NSE PROJECT NO. 157813-CLH
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

53-8

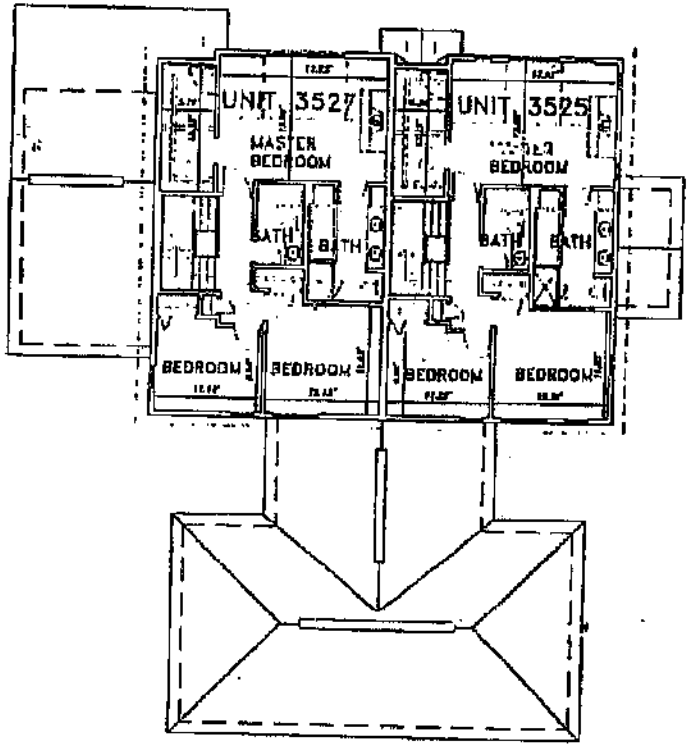
REEL 4674 IMAGE 571

EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 1

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

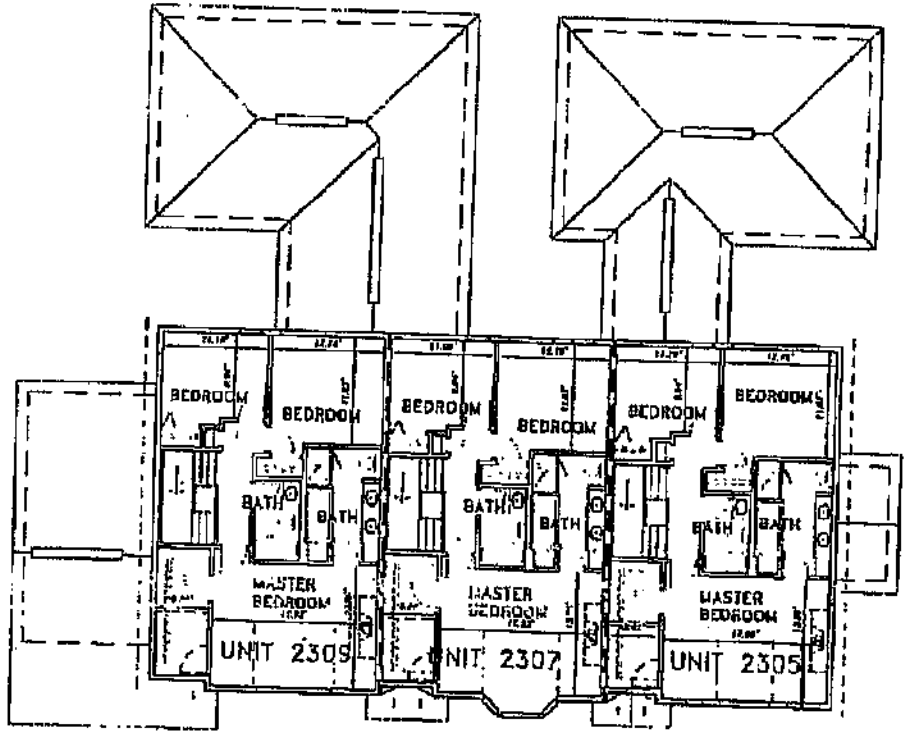
BUILDING 3



TYPE "C" TYPE "A"

SECOND FLOOR

BUILDING 4



TYPE "C" TYPE "B" TYPE "A"

SECOND FLOOR

GRAPHIC SCALE

NSE PROJECT NO. 157613-CLH
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

National Survey & Engineering

REEL 4674 IMAG 572

EXHIBIT B TO THE DECLARATION

LEGAL DESCRIPTION OF
EXPANSION LANDS

ALL OF LOTS 7 THROUGH 14, INCLUSIVE, TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, AND ALL OF LOTS 15 THROUGH 19, INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 209.57 FEET TO A POINT IN THE EAST LINE OF NORTH MARYLAND AVENUE; THENCE NORTH 00°28'24" WEST ALONG THE EAST LINE OF MARYLAND AVENUE 279.83 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 329.39 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 139.91 FEET TO A POINT IN THE CENTERLINE OF THE VACATED ALLEY, BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 139.91 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 1.7309 ACRES.

EXHIBIT "E"
TO
DECLARATION
OF
EDGEWOOD PLACE CONDOMINIUM

PERCENTAGE INTERESTS

SQUARE FOOTAGES

Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,971 *
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building – Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	6.10%
2322 East Edgewood Ave	B	1,894	5.82%
2324 East Edgewood Ave	C	2,269	6.97%
Building Two			
3513 North Prospect Ave	G	1,758	5.40%
3517 North Prospect Ave	H	1,666	5.12%
3519 North Prospect Ave	I	1,764	5.42%
Building Three			
3525 North Prospect Ave	A	1,988	6.10%
3527 North Prospect Ave	C	2,269	6.97%
Building Four			
2305 East Stratford Court	A	1,988	6.10%
2307 East Stratford Court	B	1,894	5.82%
2309 East Stratford Court	C	2,269	6.97%
Building Five			
2312 East Edgewood Ave	F	1,971 *	6.05%
2314 East Edgewood Ave	E	1,730	5.31%
2316 East Edgewood Ave	D	1,932	5.93%
Building Six			
2302 East Edgewood Ave	I	1,764	5.42%
2304 East Edgewood Ave	H	1,666	5.12%
2306 East Edgewood Ave	G	1,758	5.40%
TOTALS		**32,568**	**100.00%**

53-10

EXHIBIT "B"
TO
BYLAWS
OF
EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

PERCENTAGE INTERESTS

SQUARE FOOTAGES

Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,971
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building -- Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	6.10%
2322 East Edgewood Ave	B	1,894	5.82%
2324 East Edgewood Ave	C	2,269	6.97%
Building Two			
3513 North Prospect Ave	G	1,758	5.40%
3517 North Prospect Ave	H	1,666	5.12%
3519 North Prospect Ave	I	1,764	5.42%
Building Three			
3525 North Prospect Ave	A	1,988	6.10%
3527 North Prospect Ave	C	2,269	6.97%
Building Four			
2305 East Stratford Court	A	1,988	6.10%
2307 East Stratford Court	B	1,894	5.82%
2309 East Stratford Court	C	2,269	6.97%
Building Five			
2312 East Edgewood Ave	F	1,971	6.05%
2314 East Edgewood Ave	E	1,730	5.31%
2316 East Edgewood Ave	D	1,932	5.93%
Building Six			
2302 East Edgewood Ave	I	1,764	5.42%
2304 East Edgewood Ave	H	1,666	5.12%
2306 East Edgewood Ave	G	1,758	5.40%
TOTALS		**32,568**	**100.00%**

00001831

Document Number

DISTRIBUTION EASEMENT
UNDERGROUND JOINT

7656732

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 8:51 AM
01-17-2000
REEL IMAGE
WALTER R. BARCZAK
REGISTER OF DEEDS
AMOUNT 14.00

RETURN TO:
WISCONSIN ELECTRIC POWER COMPANY
PROPERTY RIGHTS & INFORMATION GROUP
231 W MICHIGAN STREET ROOM A446
PO BOX 2046
MILWAUKEE, WI 53201-2046

WO NO 392683-1A

For $1.00 and other valuable consideration which EDGEWOOD PLACE LLC, a Wisconsin limited liability company, hereinafter referred to as "grantor," owner of land, acknowledges receipt of, grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, WISCONSIN BELL, INC., d/b/a AMERITECH-WISCONSIN and TIME WARNER ENTERTAINMENT COMPANY, L.P., hereinafter referred to as "grantee," a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area."

The easement area is described as strips of land, 15 feet in width, being part of EDGEWOOD PLACE CONDOMINIUM (Including Expansion Lands), being a re-designation of all of Lots 1 through 28, inclusive including the vacated alley adjoining said Lots, in Block 7, in Menlo Park, being a subdivision of a part of the Southeast ¼ of the Northwest ¼ of Section 10, Township 7 North, Range 22 East, in the Village of Shorewood, County of Milwaukee, State of Wisconsin, said Condominium Property and Expansion Lands being more particularly described in that certain Declaration of Edgewood Place Condominium recorded in the office of the Register of Deeds for Milwaukee County on February 24, 1999, on Reel 4506, Images 2330 through 2441, inclusive, as Document No. 7655438

part of 276-0307-002
(Parcel Identification Number)

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A" and made a part of this document.

1. Purpose: The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, concrete slabs, pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy, signals, television and telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.

2. Access: Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.

3. Buildings or Other Structures: The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.

4. Elevation: The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.

5. Restoration: Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of grantee's facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.

6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

GRANTOR: EDGEWOOD PLACE LLC

By: _____

BARRY R. MANDEL, its Sole Member

Acknowledged before me in Milwaukee County, Wisconsin, on 12/22/ 1999,

by BARRY R. MANDEL, as Sole Member of EDGEWOOD PLACE LLC, a Wisconsin limited liability company

_____
Arlene J. Donley

Notary Public, State of Wisconsin

My commission expires 4/22/01

(NOTARY STAMP/SEAL)

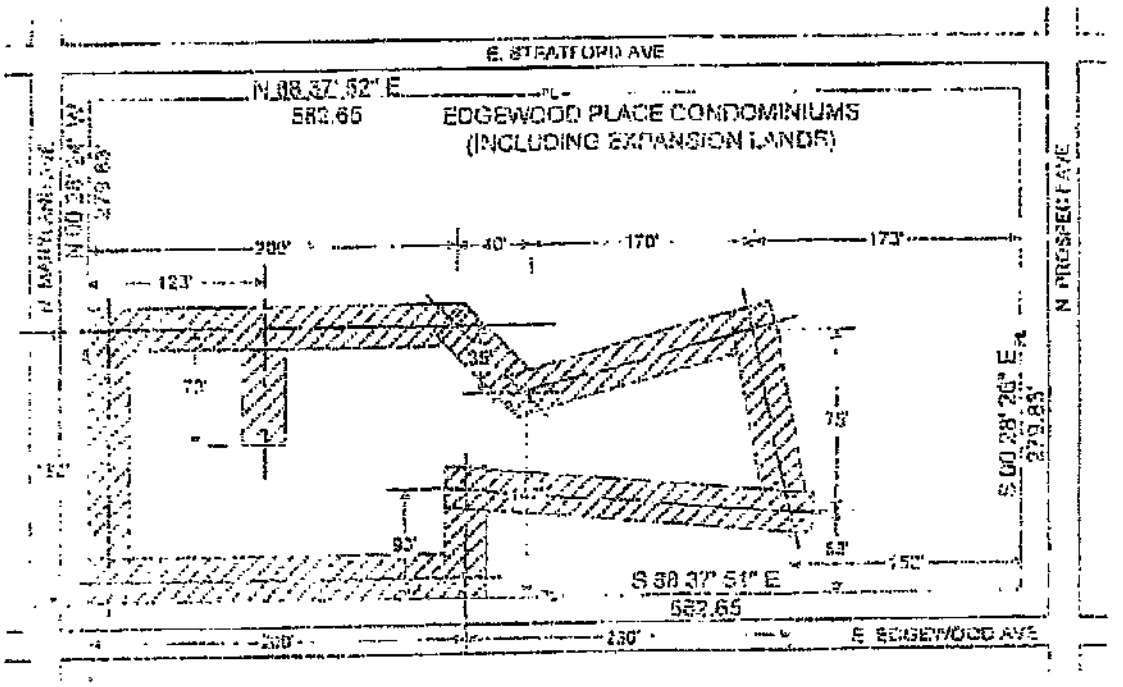
ARLENE J. DONLEY NOTARY PUBLIC STATE OF WISCONSIN

To enter source path and file name - type Ctrl-F

This instrument was drafted by Kenneth Freitag on behalf of Wisconsin Electric Power Company, PO Box 2046 Milwaukee, Wisconsin 53201-2046

EXHIBIT "A"

NO SCALE



CENTERLINE

EDGEWOOD PLACE CONDOMINIUMS, SHOREWOOD, WI NW 1/4 SECTION 10, T7N, R22E VILLAGE OF SHOREWOOD MILWAUKEE COUNTY	DRAWN BY: TODD A. WIEDOFF DATE October 7, 1999

00009004 1

7886668

WISCONSIN GAS COMPANY

CORPORATION EASEMENT

Document No.

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 9:32 AM

03-21-2000

WALTER R. MARCZAK
REGISTER OF DEEDS

AMOUNT 12.05

For good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Grantor" whether one or more), hereby grants, conveys and warrants to Wisconsin Gas Company ("Grantee," a Wisconsin corporation, its successors and assigns), a perpetual easement or right-of-way in, through, upon and over a strip of land 10.00 feet in width, for the purpose of laying, maintaining, operating, repairing and removing pipes for the transmission of gas in, through, upon and over said strip of land, which is located in the Village of Shorewood, County of Milwaukee, State of Wisconsin and the center line is described as follows:

A 10.00 foot wide easement being part of Edgewood Place Condominium (including Expansion Lands), being a re designation of all Lots 1 through 28, inclusive, including the vacated alley adjoining said Lots in Block 7, Menlo Park, being a subdivision of a part of the Southeast ¼ of the Northwest ¼ of Section 10, Township 7 North, Range 22 East, in the Village of Shorewood, Milwaukee County, Wisconsin; said Condominium Property and Expansion Lands being more particularly described in that certain Declaration of Edgewood Place Condominium recorded in the office of the Register of Deeds for Milwaukee County on February 24, 1999, on Reel 4506, Images 2330 through 2441, inclusive, as Document No. 7695438 and is described as follows:

Return To: Wisconsin Gas Company
Real Estate Department
P.O. Box 544
Milwaukee, WI 53201

PIN part of 276-0307002

Commencing at the Southwest corner of Edgewood Place Condominium Plat Addendum No. 1, also being the Northeast corner of East Edgewood Place and North Maryland Avenue N88°37'51"E, 115.00 feet to the point of beginning of the center line of a 10.00 foot wide easement; thence N0°27'39"W, 183.00 feet; thence N88°37'51"E, 214.32 feet to the point of termination, as shown on print annexed hereto, marked Exhibit "A" and made a part hereof.

Grantee shall have the right at any and all times to go upon said strip of land for the purpose of laying, relaying, maintaining, operating, inspecting, repairing or removing said pipes. Grantor agrees not to erect any structures upon the strip of land herein described and not alter the existing ground surface without written consent of Grantee so long as this easement remains in effect.

Grantee shall have the right to keep easement clear of trees, brush and any obstruction that would limit the laying, relaying, maintaining, operating, inspecting, repairing and removal of the pipeline so long as this easement remains in effect.

Grantee after doing any of such work, shall restore the surface of the ground as nearly as possible to the condition as existing immediately prior to the commencement of such work.

This agreement shall bind the heirs, successors and assigns of all parties named.

IN WITNESS WHEREOF this instrument has been signed and sealed this 6th day of March 2000.

GRANTOR: Edgewood Place LLC

Barry R. Marcel, its Sole Member

VICKI L. LILLY
NOTARY PUBLIC
STATE OF WISCONSIN

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 6th day of March 2000, by Barry R. Marcel as Sole Member of Edgewood Place LLC, a Wisconsin corporation on behalf of the corporation.

STATE OF WISCONSIN

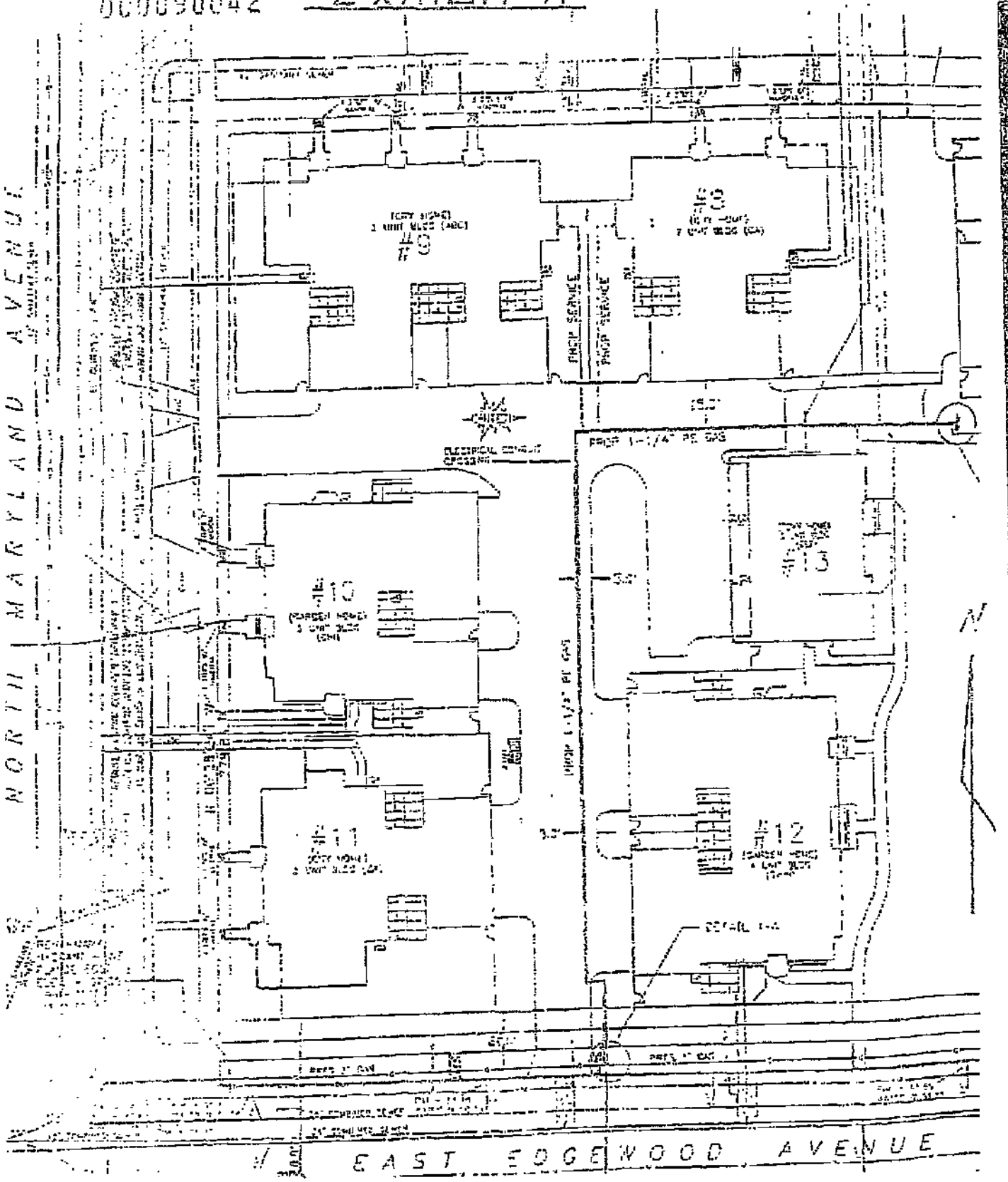
Vicki Lilly
Notary Public, State of Wisconsin

COUNTY OF Milwaukee

My Commission expires 3/23/2003

This Instrument Drafted by Julia Olszewski, for Wisconsin Gas Company
APE 3420 M.O. # 78274

000090042 EXHIBIT "A"



000158669

CONVEYANCE OF RIGHTS

Document Title

7910762

REGISTER'S OFFICE) SS
Milwaukee County, WI

RECORDED AT 1:36 PM

05-16-2000

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Recording Area

Name and Return Address
AMERITECH
N17 W24300 RIVERWOOD DR
WAUKESHA, WI 53188
ATTN: FRANK AUGUSTINE

Parcel Identification Number (PIN)

3

000158670

CONVEYANCE OF RIGHTS

DOCUMENT NUMBER

R/W RI 2000/20

Pursuant to Wis. Stat. 236.293 and 80.32(4), the undersigned, Wisconsin Bell, Inc. d/b/a Ameritech - Wisconsin, hereby releases all rights, title and interest it may have in that part of more particularly described below.

Vacated Alley adjoining Lots 1 to 9 and 20 to 28 in Block 7, Menlo Park, being a subdivision of the SE 1/4 of the NW 1/4 of Section 10, Township 7 North, Range 22 East, in the Village of Shorewood, Milwaukee County, Wisconsin.

Owner: Edgewood Place LLC

RETURN ADDRESS:

AMERITECH
Frank Augustine
N17 W24308 RIVERWOOD DR
WAUKESHA, WISCONSIN 53188

PARCEL NUMBER (PIN) ____

IN WITNESS WHEREOF Wisconsin Bell, Inc. d/b/a Ameritech - Wisconsin caused this release to be duly executed this [illegible] 2000

THIS INSTRUMENT IS VOID UNLESS RECORDED ON THE PUBLIC RECORDS WITHIN 90 DAYS AFTER THE ABOVE DATE

00015867 1

ACKNOWLEDGMENT

Wisconsin Bell, Inc
d/b/a Ameritech - Wisconsin
f/k/a Wisconsin Telephone Co.
By _____
Frank Augustine
Right of Way Manager, WI

STATE OF WISCONSIN)
)
COUNTY OF Waukesha)

I, Nancy H. Peters a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Frank Augustine acting as an authorized agent for Wisconsin Bell, Inc. d/b/a Ameritech - Wisconsin, f/k/a Wisconsin Telephone Co., has signed and delivered the said instrument as the free and voluntary act of said Corporation, under authority of general administrative practices approved by the President

Given under my hand and notarial seal, this 13th day of April A.D 2000.

Nancy H Peters
Notary Public

My Commission expires 10/28/2002

Nancy H Peters

NANCY H. PETERS NOTARY PUBLIC STATE OF WISCONSIN

This instrument prepared by Gerald A Frederick, Attorney
Authorized by F. Augustine

WP Co Original

REEL 1554 IMAG 291

Form 357—A—8-78—1000
JOINT O.H. and U.G. (Ind. & Corp.)

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) to ~~him~~ it paid, the receipt whereof is hereby acknowledged, Columbia Hospital

5640436

REGISTER'S OFFICE } ss
Milwaukee County, Wis.
RECORDED AT 9 40 AM, owner and grantor, do hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

AUG - 4 1983

REEL 1554 IMAGE 291 to 293 incl. and

DOC # RECORD 5640436 # 0.00

REGISTER OF DEEDS WISCONSIN TELEPHONE COMPANY

grantees, their successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace a ~~wooden~~ pole, together with the necessary crossarms, transformers, anchors, guy wires, ~~braces~~ and other appliances necessary and usual in the conduct of their respective businesses, and to string, operate, maintain and replace wires and cables thereon, and to construct, install, operate, maintain and replace conduit and cables underground, together with riser equipment, pedestals, terminals, markers, ~~ducts~~ and other appurtenant equipment; also the right to construct, install, operate, maintain and replace (an) electric pad-mounted transformer(s), (~~and electronic equipment enclosures~~), together with (a) concrete slab(s), secondary power pedestal(s) and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for telephone service, upon, along, over, across, within and beneath a strip of land eight(8) feet in width being a part of the grantor's premises described as Lots 4, 5, 6 and 7, in Block 7, in Menlo Park Subdivision, being a part of the Northwest quarter (1/4) of Section Ten (10), Township Seven (7) North, Range Twenty-two (22) East, in the Village of Shorewood, Milwaukee County, Wisconsin and the North half (1/2) of the vacated alley adjoining said Lots on the South.

(If necessary, continue on reverse side)

The location of the easement (~~strip~~) (area) (~~centerline~~) of the easement hereinbefore granted with respect to the premises of the grantor is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted to each of said grantees, their successors and assigns, to construct, install, operate, maintain and replace one (1) underground service lateral or one (1) overhead conductor service drop upon, in, over and under the grantor's premises for the purpose of extending electric and telephone service to said premises. Said underground service laterals or overhead conductor service drops are to be installed at such time and in such locations as grantees, their successors and assigns may deem it necessary.

The right, permission and authority is also granted said grantees, their successors and assigns, to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires strung not less than 18 feet above the presently existing ground level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity or with telephone service over said lines; also the right to cut down certain trees and/or brush where it is found impractical to maintain clearance by trimming, or where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The grantor, its ~~heirs~~, successors and assigns, covenant(s) and agree(s) that no building or structure will be erected over and/or under or placed in such close proximity to said underground and/or above ground electric and telephone facilities as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

The grantor, its ~~heirs~~, successors and assigns, further covenant(s) and agree(s) that the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of grantees.

The grantees and their agents shall have the right to enter the premises of the undersigned for the purpose of exercising the rights herein acquired, but the grantees agree to restore or cause to have restored, the premises of the undersigned, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric and telephone facilities or to any brush or trees which may be removed at any time pursuant to the rights herein granted.

This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

800

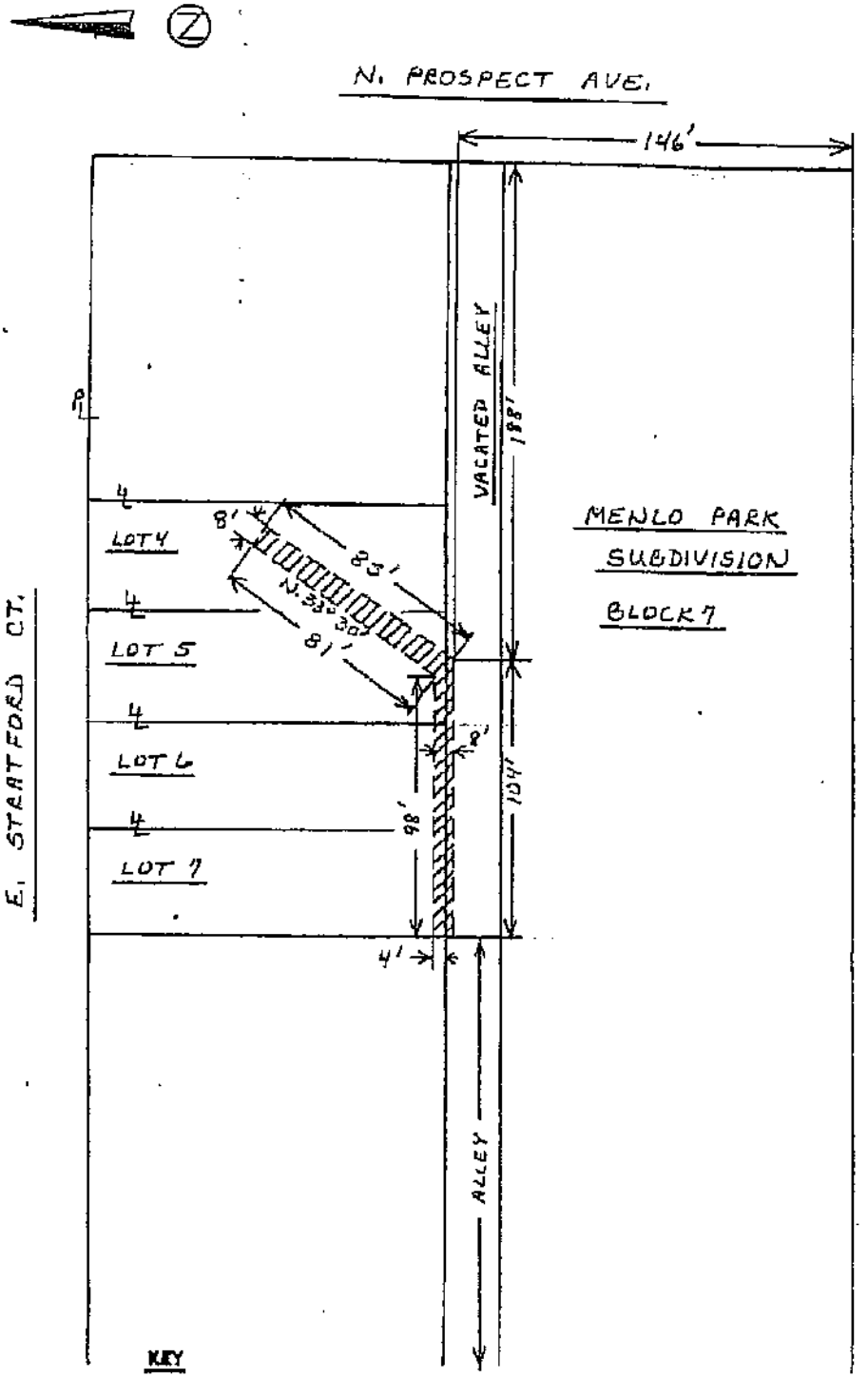


EXHIBIT "A"

REVISIONS	WISCONSIN ELECTRIC POWER COMPANY	DRAWN BY S. BARTEL
	THE INSTITUTE 3521 N. PROSPECT AVE. SHOREWOOD, WI.	CHECKED BY
		APPROVED BY
		SCALE: NONE
		DATE 5/23/83
		IDO 833924-1A

REEL 1554 IMAGE 293

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 7th day of June, 1983, and the said Columbia Hospital has caused these presents to be signed by its President and attested to by its VICE PRESIDENT, and its corporate seal to be hereunto affixed this 7th day of June, 1983.

In Presence of:

Linda A. Keenan

Paul Braun

COLUMBIA HOSPITAL INCORPORATED

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Columbia Hospital

By Paul Kempe President

ATTEST:

By James Robert Vice-President

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 7th day of June, 1983, the above named Paul Kempe and James Roberts to me known to be the person who executed the foregoing instrument and acknowledged the same.

Susan Offerman
SUSAN OFFERMAN AKA SUSAN L. OFFERMAN
Notary Public, Milwaukee Co., Wis.

My commission expires Sept. 16, 1984

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 19____, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, _____ Co., Wis.

My commission expires _____

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 7th day of June, 1983, Paul Kempe, President, and James Robert, Vice President, Support Service of the above named corporation, Columbia Hospital, known to me to be the persons who executed the foregoing instrument and to me known to be such President and vice president of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

Susan Offerman
SUSAN OFFERMAN AKA SUSAN L. OFFERMAN
Notary Public, Milwaukee Co., Wis.

My commission expires Sept. 16, 1984
Sept. 16, 1984

APPROVED

INITIALS	DATE
CMH	6/15/83

100-8339241A

This instrument was drafted by Drew H. Kivisto on behalf of Wisconsin Electric Power Company.

SECOND SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF EDGEWOOD PLACE CONDOMINIUM

WHEREAS, Edgewood Place LLC, a Wisconsin limited liability company, as Declarant (the "Declarant") executed a Declaration of Edgewood Place Condominium, dated February 22, 1999, recorded on February 24, 1999 in the Office of the Register of Deeds for Milwaukee County, Wisconsin (the "Register's Office") at Reel 4506, Images 2330 through 2441, inclusive, as Document #7695438 and as amended by that certain First Supplemental Declaration and Amendment to Declaration of Edgewood Place Condominium dated October 20, 1999, recorded on October 21, 1999 in the Register's Office at Reel 4674, Images 563 through 575, inclusive, as Document #7825019 (collectively, the "Declaration"), subjecting certain property located in the Village of Shorewood, Milwaukee County, Wisconsin more particularly described in EXHIBIT 1 attached hereto and as EXHIBIT A to the Declaration (the "Condominium Property and Addendum #1 Property"); and

WHEREAS, Section 5.1 of Article V of the Declaration provides that the Declarant may amend the Declaration within ten years from the date of the recordation of the Declaration for the purposes of adding to the Condominium Property any or all of the land described in Section 5.1(a) of Article V (the "Expansion Lands") and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as such term is defined in the Declaration) in accordance with the terms and provisions of Section 703.26 of the Act (as such term is defined in the Declaration);

WHEREAS, Declarant desires to add that portion of the Expansion Lands more particularly described on EXHIBIT 2 attached hereto (the "Addendum #2 Property") to the Condominium Property, in accordance with the terms of the Declaration; and

WHEREAS, pursuant to Section 9.1(v) of the Declaration, Declarant desires to correct certain typographical and/or inadvertent errors contained in certain schedules shown on EXHIBITS C and E to the Declaration, EXHIBIT B to Bylaws (as such term is defined in the Declaration), which Bylaws are attached to the Declaration as EXHIBIT F thereto, the Plat of Edgewood Place Condominium and Addendum #1 to the Plat of Edgewood Place Condominium, all as more particularly described herein;

NOW, THEREFORE, pursuant to Article V and Section 9.1(v) of the Declaration, Declarant, as the fee owner of the Addendum #2 Property, hereby supplements and amends the Declaration as follows:

1. Property; Condominium Property. The term "Property" and the term "Condominium Property" as defined in the Declaration are hereby deemed to refer to all of the property described on EXHIBITS 1 and 2 attached hereto.

2. Description of Addendum #2 Property. The Addendum #2 Property contains four buildings: Building Seven, Building Eight, Building Nine and Building Thirteen. Building Eight contains two Units (as such term is defined in the Declaration) and Building

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Seven, Building Nine and Building Thirteen each contain three Units, as more particularly depicted on Addendum #2 to the Plat of Edgewood Place Condominium recorded in connection herewith (the "Addendum #2 Plat") and as shown on the Survey attached hereto as EXHIBIT 3. The Limited Common Elements (as such term is defined in the Declaration) for these Units are generally depicted on the Addendum #2 Plat and on EXHIBITS 3 and 4 hereto. The remaining Addendum #2 Property, excluding the Units and the Limited Common Elements, is hereby deemed to be General Common Elements (as such term is defined in the Declaration).

3. Depiction of the Condominium Property. EXHIBIT A-1 to the Declaration is hereby deemed amended to include as part of the Condominium Property the Addendum #2 Property as depicted on EXHIBIT 3 hereto.

4. Description of Expansion Lands. EXHIBIT B to the Declaration is hereby deleted from the Declaration and the EXHIBIT B to the Declaration attached hereto is hereby substituted in its place, and EXHIBIT B-1 to the Declaration is hereby amended by deleting therefrom the Addendum #2 Property so as to depict the Expansion Lands as shown on EXHIBIT 3 hereto.

5. Building Plans. EXHIBIT C to the Declaration is hereby amended and expanded to include the floor plans for Building Seven, Building Eight, Building Nine and Building Thirteen and the Units contained therein and the square footage for each such Unit, all as attached hereto as EXHIBIT 4 and as depicted on the Addendum #2 Plat.

6. Percentage Interests; Votes. Pursuant to Section 3.1 and 5.2 of the Declaration, the Percentage Interest (as such term is defined in the Declaration) of each Unit included in the Condominium shall be determined by dividing (a) the total number of usable square footage contained in said Unit as determined by Declarant, in its sole discretion, and set forth as part of the Building Plans (as such term is defined in the Declaration) as the same may be amended from time to time, whether in connection with the expansion of the Condominium (as such term is defined in the Declaration) pursuant to Article V thereof or otherwise, and (b) the total number of usable square footage contained in all of the Units then included within the Condominium as determined by Declarant, in its sole discretion, and set forth on the Building Plans, as the same may be amended from time to time, whether in connection with expansion of the Condominium pursuant to Article V of the Declaration or otherwise. The Percentage Interest of each Unit, including those Units added pursuant to this Supplemental Declaration and Amendment and each such Unit's percentage obligation for Common Expenses (as such term is defined in the Declaration) and each such Unit's right to common surpluses shall be as set forth on EXHIBIT E attached hereto, which Exhibit sets forth, among other things, Declarant's determination of the total number of usable square footage contained within each Unit as more particularly set forth on the Building Plans. EXHIBIT E to the Declaration is hereby deleted in its entirety and EXHIBIT E attached hereto is hereby substituted in its place. Until such time as Declarant may further expand the Condominium pursuant to Article V of the Declaration, the Percentage Interest appertaining to each Unit shall be as set forth on EXHIBIT E attached hereto. EXHIBIT B to the Bylaws, which Bylaws are attached to the

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Declaration as EXHIBIT F thereto, is hereby deleted in its entirety and EXHIBIT B to the Bylaws attached hereto is substituted in its place. Assessments shall commence as to Units situated within the Addendum #2 Property in accordance with Section 6.1 of the Declaration. Pursuant to Section 3.2 of the Declaration, each Unit has one vote.

7. Declaration and Condominium Plat Corrections. Prior to the recordation of this Second Supplemental Declaration and Amendment, Declarant determined that the schedules shown on (i) EXHIBIT E to the Declaration (prior to its deletion and replacement hereunder), (ii) EXHIBIT B to the Bylaws (prior to its deletion and replacement hereunder), (iii) EXHIBIT C to the Declaration (as heretofore amended), (iv) the original Plat of Edgewood Place Condominium (the "Original Plat"), and (v) Addendum #1 to the Plat of Edgewood Place Condominium (the "Addendum #1 Plat") each contained one or more incorrect square footage references and, in one instance, an incorrect street address and Unit number. Such errors on EXHIBIT E to the Declaration and EXHIBIT B to the Bylaws were corrected through the deletion and substitution of a new EXHIBIT E and a new EXHIBIT B under Section 6 above. To correct the errors on the other schedules referenced above, all square footages, street addresses, and Unit numbers shown for Building One, Building Two, Building Three, Building Four, Building Five, and Building Six, (x) at the top of EXHIBIT 4 to the First Supplemental Declaration and Amendment, (y) on Page 2 of 10 of the Original Plat, and (z) on Page 2 of 5 of the Addendum #1 Plat are hereby amended so as to reflect the square footages, street addresses, and Unit numbers presented for such Buildings on EXHIBIT E attached hereto. Notwithstanding incorrect square footage totals and an incorrect street address and Unit number having been presented on the aforementioned schedules, correct measurements, street addresses and Unit numbers were at all times presented on each individual Unit's floor plans included within the Building Plans and as part of said plats. The errors were inadvertent and/or typographical, and pursuant to Section 9.1(v) of the Declaration, Declarant hereby exercises the authority provided to it pursuant to said Section to amend the Declaration and the Original Plat and Addendum #1 Plat to correct said errors.

Except as herein amended, all of the terms, covenants and conditions of the Declaration are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of the Property and their respective successors and assigns.

IN WITNESS WHEREOF, this Second Supplemental Declaration and Amendment is dated and executed this 14th day of July, 2000 by Declarant.

EDGEWOOD PLACE LLC

By: Mandel Group, Inc., Agent

By: _____
Richard W. Lincoln
Vice President

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AUTHENTICATION

The signature of Richard W. Lincoln is hereby authenticated this 14th day of July, 2000.

Brian M. Lawler

Member, State Bar of Wisconsin

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EXHIBIT 1

Legal Description of Condominium Property and Addendum #1 Property

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

ALL OF LOTS 20 THROUGH 28, INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 1 THROUGH 6, INCLUSIVE, TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 28 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 373.08 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN THE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7, MENLO PARK; THENCE NORTH 88°37'51" EAST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 29.93 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 109.64 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 21.77 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 115.35 FEET TO A POINT IN THE WEST LINE OF NORTH PROSPECT AVENUE; THENCE SOUTH 00°28'26" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 191.97 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.5071 ACRES.

LEGAL DESCRIPTION OF ADDENDUM NO. 1

PART OF LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 7, MENLO PARK; THENCE SOUTH 00°28'26" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 87.66 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 115.35 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 21.77 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 109.64 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 223.33 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 0.5044 ACRES.

EXHIBIT 2

Legal Description of Addendum #2 Property

LEGAL DESCRIPTION OF ADDENDUM NO. 2

ALL OF LOTS 7 THRU 12 INCLUSIVE, TOGETHER WITH THE NORTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 17 THRU 19 INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 13 AND 14, IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'52" WEST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 253.26 FEET TO THE NORTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°27'39" EAST 139.91 FEET TO A POINT IN THE CENTERLINE OF A VACATED ALLEY, BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 33.77 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 119.77 FEET TO A POINT; THENCE NORTH 00°28'12" WEST 65.86 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 89.82 FEET TO A POINT IN THE EAST LINE OF NORTH MARYLAND AVENUE; THENCE NORTH 00°28'24" WEST ALONG SAID EAST LINE 107.80 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST 329.39 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.0844 ACRES

I, JOHN P. CASUCCI, R.L.S. DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EDGEWOOD PLACE CONDOMINIUM ADDENDUM NO. 2 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE BASEMENT/LOWER FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS/CONFIGURATIONS AND LOCATION OF EACH UNIT.

John P. Casucci, R.L.S. S-2078

June 27, 2000
DATE

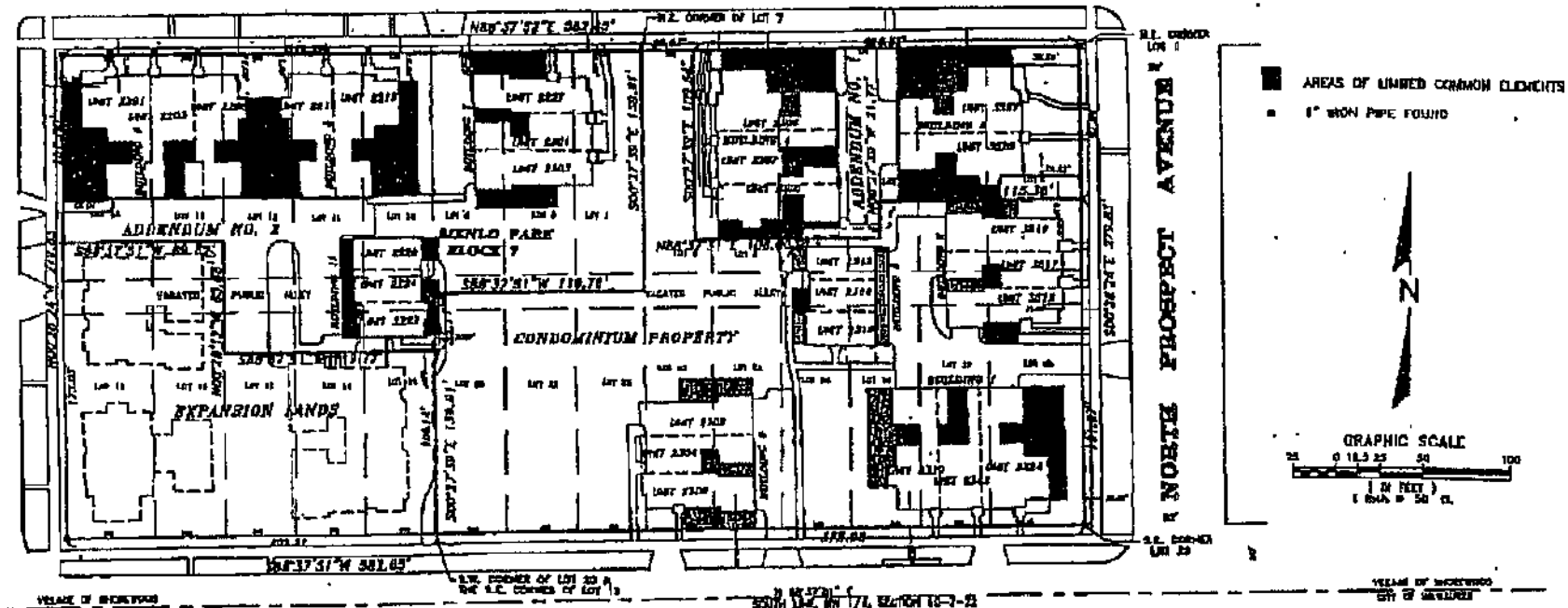
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 2

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

NOTES:

1. SEE SECTION 2.3 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE TYPE AND ORIENTATION OF THE BUILDINGS BY THE EXPANSION LANDS.



NSE PROJECT NO. 157013-S/S
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National Survey & Engineering

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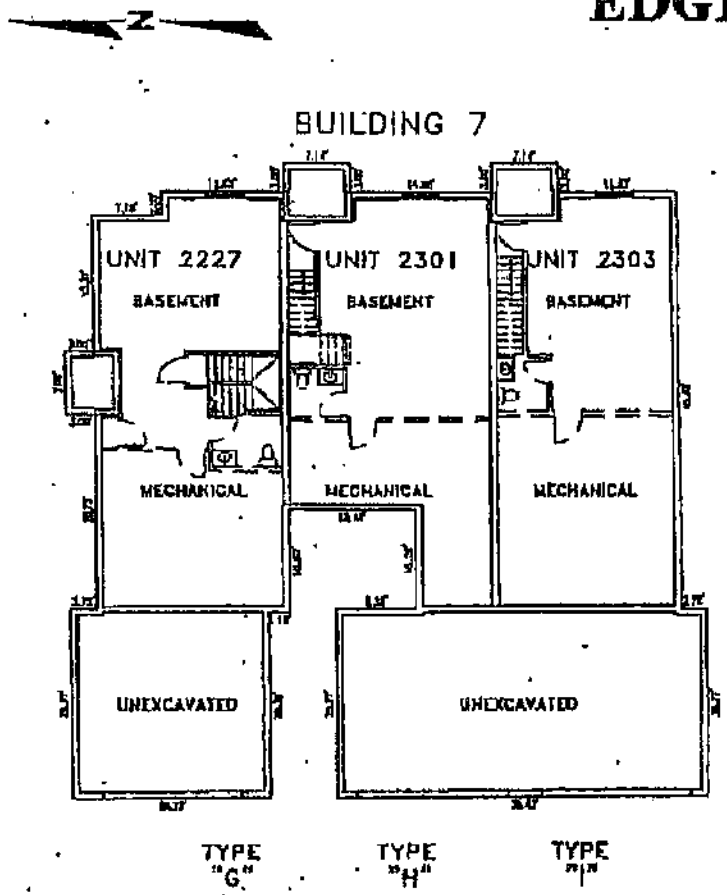
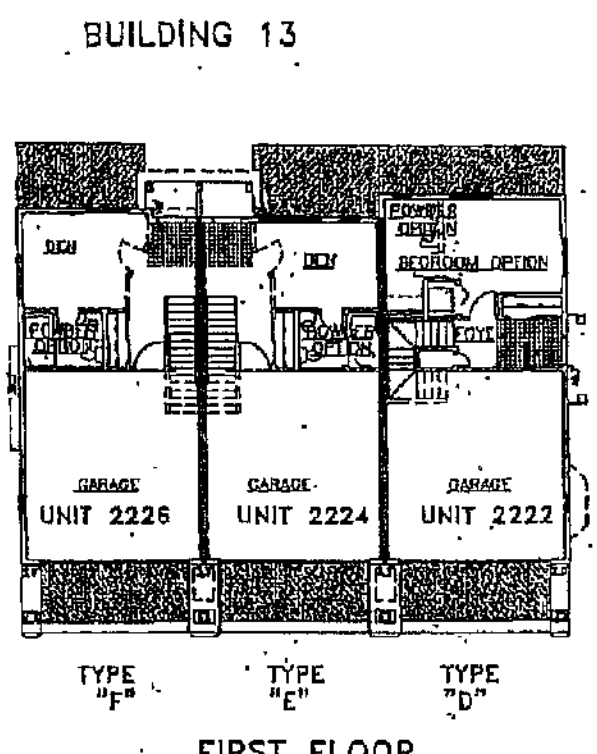
SHEET 3

EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 2

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN





GRAPHIC SCALE

(IN FEET)

National Survey & Engineering

PAGE 3 OF 8

HSE PROJECT NO. 157813-SJS
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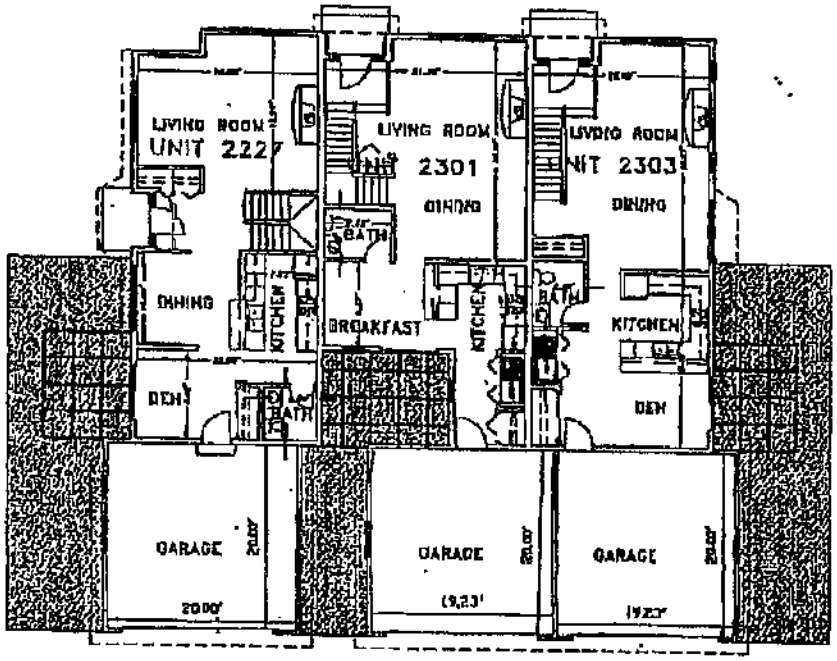
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 2

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

N

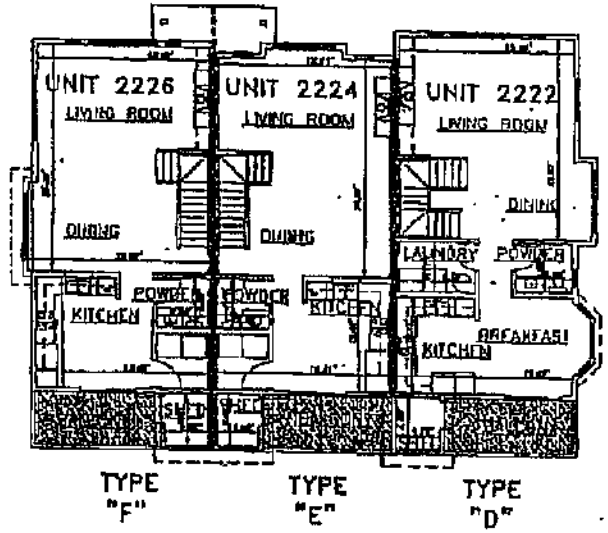
BUILDING 7



TYPE "G" TYPE "H" TYPE "I"

FIRST FLOOR

BUILDING 13



TYPE "F" TYPE "E" TYPE "D"

SECOND FLOOR

AREAS OF LIMITED COMMON ELEMENTS

GRAPHIC SCALE

AREAS OF LIMITED COMMON ELEMENTS

NSE PROJECT NO. 137613-SJS
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PAGE 1 OF 6

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EXHIBIT 4

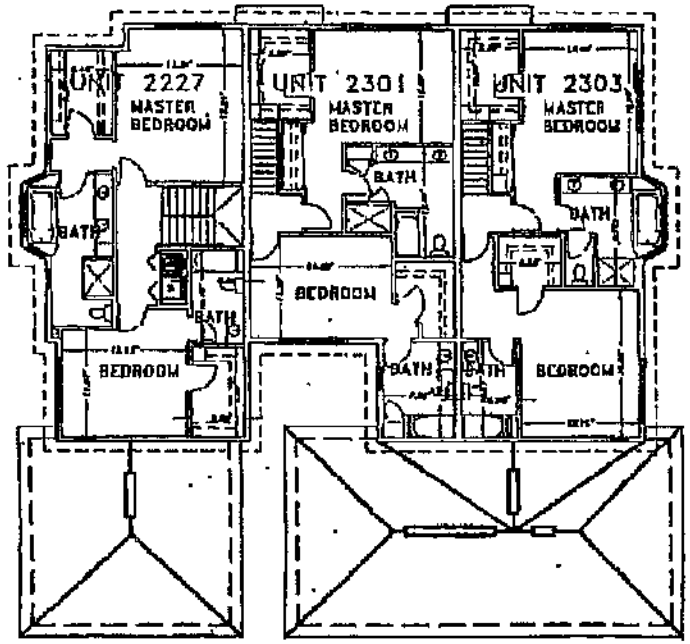
(Page 2 of 61)

EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 2

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

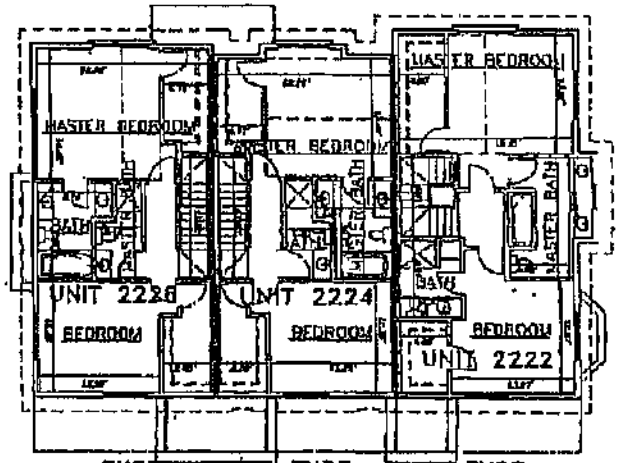
BUILDING 7



TYPE "G" TYPE "H" TYPE "I"

SECOND FLOOR

BUILDING 13



TYPE "F" TYPE "E" TYPE "D"

THIRD FLOOR

GRAPHIC SCALE

HSE PROJECT NO. 157813-535
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PAGE 3 OF 3

EXHIBIT 4

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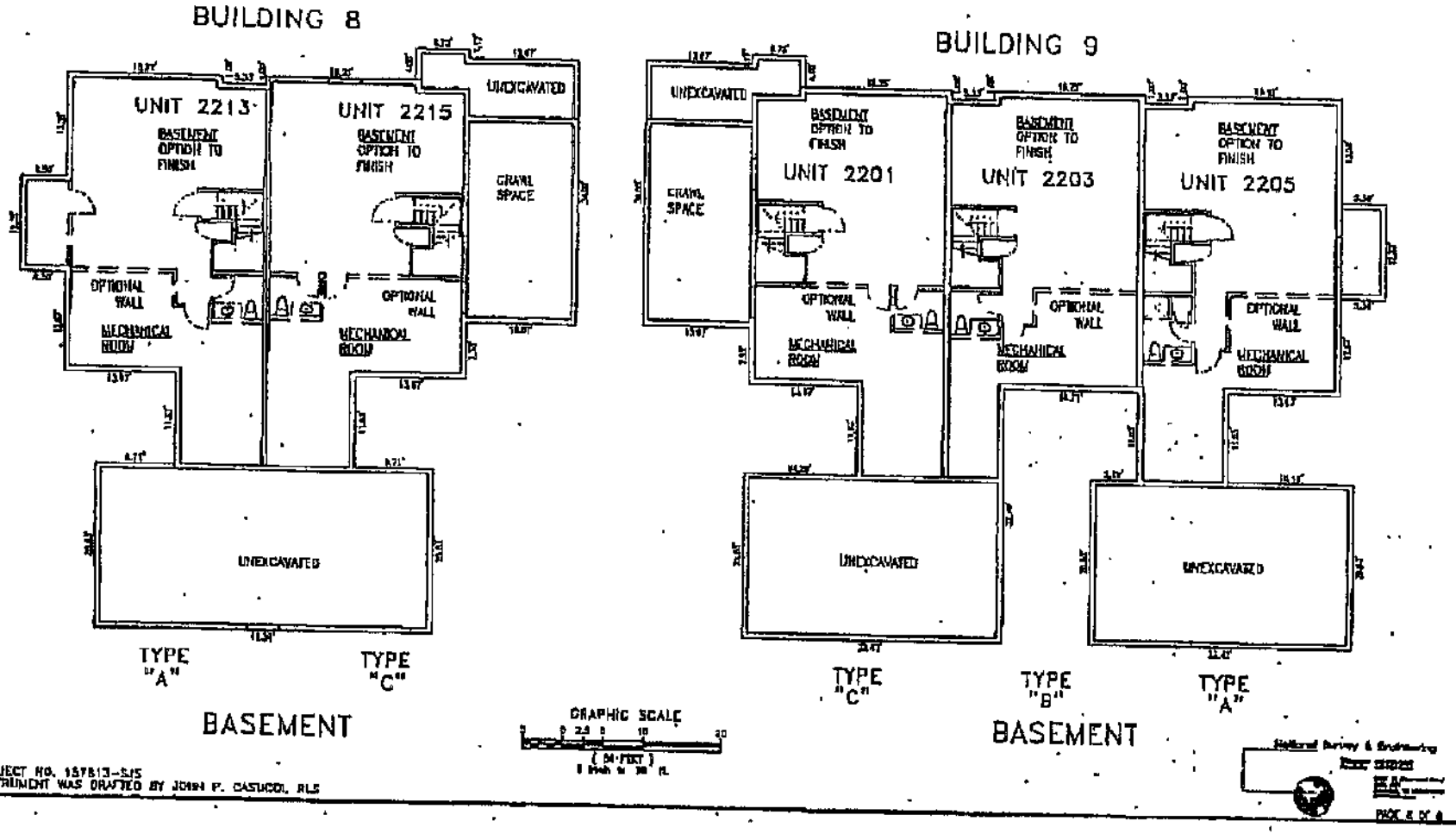
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 2

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN



NSE PROJECT NO. 157813-SJS
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EXHIBIT 4

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EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 2

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

AREAS OF LIMITED COMMON ELEMENTS

N

BUILDING 8

BUILDING 9

TYPE "A" FIRST FLOOR

TYPE "C" FIRST FLOOR

TYPE "C" FIRST FLOOR

TYPE "B" FIRST FLOOR

TYPE "A" FIRST FLOOR

GRAPHIC SCALE

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EXHIBIT 4

(Page 5 of 6)

EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 1

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 8

TYPE "A" TYPE "C"

SECOND FLOOR

BUILDING 9

TYPE "C" TYPE "B" TYPE "A"

SECOND FLOOR

GRAPHIC SCALE

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

EXHIBIT 4

EXHIBIT B TO THE DECLARATION

Legal Description of the Expansion Lands

LEGAL DESCRIPTION OF EXPANSION LANDS

ALL OF LOTS 15 AND 16, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS; AND PART OF LOTS 17 THRU 19 INCLUSIVE, AND PART OF LOTS 13 AND 14, TOGETHER WITH THE NORTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 209.57 FEET TO A POINT IN THE EAST LINE OF NORTH MARYLAND AVENUE; THENCE NORTH 00°28'24" WEST ALONG THE EAST LINE OF MARYLAND AVENUE 172.03 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 89.82 FEET TO A POINT ON THE EAST LINE OF LOT 13 OF SAID SUBDIVISION; THENCE SOUTH 00°28'12" EAST 65.88 FEET TO A POINT ON THE EAST LINE OF LOT 16 OF SAID SUBDIVISION; THENCE NORTH 88°37'51" EAST 119.77 FEET TO A POINT ON THE EAST LINE OF LOT 19 OF SAID SUBDIVISION; THENCE SOUTH 00°27'39" EAST 106.14 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 28,161 SQUARE FEET.

EXHIBIT "E"
TO
DECLARATION
OF
EDGEWOOD PLACE CONDOMINIUM

PERCENTAGE INTERESTS

SQUARE FOOTAGES

Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,791
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building – Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	3.72%
2322 East Edgewood Ave	B	1,894	3.54%
2324 East Edgewood Ave	C	2,269	4.25%
Building Two			
3515 North Prospect Ave	G	1,758	3.29%
3517 North Prospect Ave	H	1,666	3.12%
3519 North Prospect Ave	I	1,764	3.30%
Building Three			
3525 North Prospect Ave	A	1,988	3.72%
3527 North Prospect Ave	C	2,269	4.25%
Building Four			
2305 East Stratford Court	A	1,988	3.72%
2307 East Stratford Court	B	1,894	3.54%
2309 East Stratford Court	C	2,269	4.25%
Building Five			
2312 East Edgewood Ave	F	1,791	3.35%
2314 East Edgewood Ave	E	1,730	3.24%
2316 East Edgewood Ave	D	1,932	3.62%
Building Six			
2302 East Edgewood Ave	I	1,764	3.30%
2304 East Edgewood Ave	H	1,666	3.12%
2306 East Edgewood Ave	G	1,758	3.29%
Building Seven			
2227 East Stratford Court	G	1,758	3.29%
2301 East Stratford Court	H	1,666	3.12%
2303 East Stratford Court	I	1,764	3.30%
Building Eight			
2213 East Stratford Court	A	1,988	3.72%
2215 East Stratford Court	C	2,269	4.25%
Building Nine			
2201 East Stratford Court	C	2,269	4.25%
2203 East Stratford Court	B	1,894	3.54%
2205 East Stratford Court	A	1,988	3.72%
Building Thirteen			
2222 East Edgewood Ave	D	1,932	3.62%
2224 East Edgewood Ave	E	1,730	3.24%
2226 East Edgewood Ave	F	1,791	3.35%
TOTALS		53,437	**100.00%**

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EXHIBIT "B"
TO
BYLAWS
OF
EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

PERCENTAGE INTERESTS

SQUARE FOOTAGES		
Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,791
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building – Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	3.72%
2322 East Edgewood Ave	B	1,894	3.54%
2324 East Edgewood Ave	C	2,269	4.25%
Building Two			
3515 North Prospect Ave	G	1,758	3.29%
3517 North Prospect Ave	H	1,666	3.12%
3519 North Prospect Ave	I	1,764	3.30%
Building Three			
3525 North Prospect Ave	A	1,988	3.72%
3527 North Prospect Ave	C	2,269	4.25%
Building Four			
2305 East Stratford Court	A	1,988	3.72%
2307 East Stratford Court	B	1,894	3.54%
2309 East Stratford Court	C	2,269	4.25%
Building Five			
2312 East Edgewood Ave	F	1,791	3.35%
2314 East Edgewood Ave	E	1,730	3.24%
2316 East Edgewood Ave	D	1,932	3.62%
Building Six			
2302 East Edgewood Ave	I	1,764	3.30%
2304 East Edgewood Ave	H	1,666	3.12%
2306 East Edgewood Ave	G	1,758	3.29%
Building Seven			
2227 East Stratford Court	G	1,758	3.29%
2301 East Stratford Court	H	1,666	3.12%
2303 East Stratford Court	I	1,764	3.30%
Building Eight			
2213 East Stratford Court	A	1,988	3.72%
2215 East Stratford Court	C	2,269	4.25%
Building Nine			
2201 East Stratford Court	C	2,269	4.25%
2203 East Stratford Court	B	1,894	3.54%
2205 East Stratford Court	A	1,988	3.72%
Building Thirteen			
2222 East Edgewood Ave	D	1,932	3.62%
2224 East Edgewood Ave	E	1,730	3.24%
2226 East Edgewood Ave	F	1,791	3.35%
TOTALS		53,437	100.00%

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REEL 5113 IMAGE 4302

THIRD SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF EDGEWOOD PLACE CONDOMINIUM

WHEREAS, Edgewood Place LLC, a Wisconsin limited liability company, as Declarant (the "Declarant") executed a Declaration of Edgewood Place Condominium, dated February 22, 1999, recorded on February 24, 1999 in the Office of the Register of Deeds for Milwaukee County, Wisconsin (the "Register's Office") at Reel 4506, Images 2330 through 2441, inclusive, as Document #7695438 and as amended by that certain First Supplemental Declaration and Amendment to Declaration of Edgewood Place Condominium dated October 20, 1999, recorded on October 21, 1999 in the Register's Office at Reel 4674, Images 563 through 575, inclusive, as Document #7825019 and as further amended by that certain Second Supplemental Declaration and Amendment to Declaration of Edgewood Place Condominium dated July 14, 2000, and recorded in the Register's Office as Document #7936650 (collectively, the "Declaration"), subjecting certain property located in the Village of Shorewood, Milwaukee County, Wisconsin more particularly described in EXHIBIT 1 attached hereto and as EXHIBIT A to the Declaration (the "Condominium Property and Addendum #1 Property and Addendum #2 Property"); and

WHEREAS, Section 5.1 of Article V of the Declaration provides that the Declarant may amend the Declaration within ten years from the date of the recordation of the Declaration for the purposes of adding to the Condominium Property any or all of the land described in Section 5.1(a) of Article V (the "Expansion Lands") and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as such term is defined in the Declaration) in accordance with the terms and provisions of Section 703.26 of the Act (as such term is defined in the Declaration);

WHEREAS, Declarant desires to add that portion of the Expansion Lands more particularly described on EXHIBIT 2 attached hereto (the "Addendum #3 Property") to the Condominium Property, in accordance with the terms of the Declaration;

NOW, THEREFORE, pursuant to Article V of the Declaration, Declarant, as the fee owner of the Addendum #3 Property, hereby supplements and amends the Declaration as follows:

1. Property; Condominium Property. The term "Property" and the term "Condominium Property" as defined in the Declaration are hereby deemed to refer to all of the property described on EXHIBITS 1 and 2 attached hereto.

2. Description of Addendum #3 Property. The Addendum #3 Property contains three buildings: Building Ten, Building Eleven, and Building Twelve. Building Ten contains three Units (as such term is defined in the Declaration), Building Eleven contains two Units, and Building Twelve contains four Units, as more particularly depicted on Addendum #3 to the Plat of Edgewood Place Condominium recorded in connection herewith (the "Addendum #3 Plat") and as shown on the Survey attached hereto as EXHIBIT 3. The Limited Common Elements (as such term is defined in the Declaration) for these Units are

generally depicted on the Addendum #3 Plat and on EXHIBITS 3 and 4 hereto. The remaining Addendum #3 Property, excluding the Units and the Limited Common Elements, is hereby deemed to be General Common Elements (as such term is defined in the Declaration).

3. Depiction of the Condominium Property. EXHIBIT A-1 to the Declaration is hereby deemed amended to include as part of the Condominium Property the Addendum #3 Property as depicted on EXHIBIT 3 hereto.

4. Expansion Lands. With the recording of this Third Supplemental Declaration and Amendment, the Condominium has been fully expanded.

5. Building Plans. EXHIBIT C to the Declaration is hereby amended and expanded to include the floor plans for Building Ten, Building Eleven, and Building Twelve and the Units contained therein and the square footage for each such Unit, all as attached hereto as EXHIBIT 4 and as depicted on the Addendum #3 Plat.

6. Percentage Interests; Votes. Pursuant to Section 3.1 and 5.2 of the Declaration, the Percentage Interest (as such term is defined in the Declaration) of each Unit included in the Condominium shall be determined by dividing (a) the total number of usable square footage contained in said Unit as determined by Declarant, in its sole discretion, and set forth as part of the Building Plans (as such term is defined in the Declaration) as the same may be amended from time to time, whether in connection with the expansion of the Condominium (as such term is defined in the Declaration) pursuant to Article V thereof or otherwise, and (b) the total number of usable square footage contained in all of the Units then included within the Condominium as determined by Declarant, in its sole discretion, and set forth on the Building Plans, as the same may be amended from time to time, whether in connection with expansion of the Condominium pursuant to Article V of the Declaration or otherwise. The Percentage Interest of each Unit, including those Units added pursuant to this Supplemental Declaration and Amendment and each such Unit's percentage obligation for Common Expenses (as such term is defined in the Declaration) and each such Unit's right to common surpluses shall be as set forth on EXHIBIT E attached hereto, which Exhibit sets forth, among other things, Declarant's determination of the total number of usable square footage contained within each Unit as more particularly set forth on the Building Plans. EXHIBIT E to the Declaration is hereby deleted in its entirety and EXHIBIT E attached hereto is hereby substituted in its place. The Percentage Interest appertaining to each Unit shall be as set forth on EXHIBIT E attached hereto. EXHIBIT B to the Bylaws, which Bylaws are attached to the Declaration as EXHIBIT F thereto, is hereby deleted in its entirety and EXHIBIT B to the Bylaws attached hereto is substituted in its place. Assessments shall commence as to Units situated within the Addendum #3 Property in accordance with Section 6.1 of the Declaration. Pursuant to Section 3.2 of the Declaration, each Unit has one vote.

REEL 5113 IMAGE 4303

Except as herein amended, all of the terms, covenants and conditions of the Declaration are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of the Property and their respective successors and assigns.

IN WITNESS WHEREOF, this Third Supplemental Declaration and Amendment is dated and executed this 6th day of July, 2001 by Declarant.

EDGEWOOD PLACE LLC

By: _____
Barry R. Mandel, Its Manager

AUTHENTICATION

The signature of Barry R. Mandel is hereby authenticated this 6th day of July, 2001.

_____
Matthew K. Impola
Member, State Bar of Wisconsin

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 6th day of July, 2001, the above named Barry R. Mandel, Manager of Edgewood Place LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Printed Name: _____
Notary Public
State of Wisconsin
My Commission expires: _____

[CORPORATE SEAL]

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REEL 5113 IMAGE 4304

EXHIBIT 1

Legal Description of
Condominium Property and Addendum No. 1 and Addendum No. 2 Property

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

ALL OF LOTS 20 THROUGH 28, INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 1 THROUGH 6, INCLUSIVE, TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 28 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 373.08 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN THE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7, MENLO PARK; THENCE NORTH 88°37'51" EAST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 29.93 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 109.64 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 21.77 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 115.35 FEET TO A POINT IN THE WEST LINE OF NORTH PROSPECT AVENUE; THENCE SOUTH 00°28'26" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 191.97 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.5071 ACRES.

REEL 5113

LEGAL DESCRIPTION OF ADDENDUM NO. 1

PART OF LOTS 1 THROUGH 6, INCLUSIVE, IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 7, MENLO PARK; THENCE SOUTH 00°28'26" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 87.66 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 115.35 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 21.77 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 109.64 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 223.33 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 0.5044 ACRES.

IMAGE 4305

LEGAL DESCRIPTION OF ADDENDUM NO. 2

ALL OF LOTS 7 THRU 12 INCLUSIVE, TOGETHER WITH THE NORTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 17 THRU 19 INCLUSIVE, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 13 AND 14, IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'52" WEST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 253.26 FEET TO THE NORTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°27'39" EAST 139.91 FEET TO A POINT IN THE CENTERLINE OF A VACATED ALLEY, BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 33.77 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 119.77 FEET TO A POINT; THENCE NORTH 00°28'12" WEST 65.88 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 89.82 FEET TO A POINT IN THE EAST LINE OF NORTH MARYLAND AVENUE; THENCE NORTH 00°28'24" WEST ALONG SAID EAST LINE 107.80 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST 329.39 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.0844 ACRES

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EXHIBIT 2

Legal Description of Addendum No. 3 Property

LEGAL DESCRIPTION OF ADDEMDUM NO. 3

ALL OF LOTS 15 AND 16, TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 17 THRU 19 INCLUSIVE, AND PART OF LOTS 13 AND 14, TOGETHER WITH THE NORTH 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 209.57 FEET TO A POINT IN THE EAST LINE OF NORTH MARYLAND AVENUE; THENCE NORTH 00°28'24" WEST ALONG THE EAST LINE OF MARYLAND AVENUE 172.03 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 89.82 FEET TO A POINT ON THE EAST LINE OF LOT 13 OF SAID SUBDIVISION; THENCE SOUTH 00°28'12" EAST 65.88 FEET TO A POINT ON THE EAST LINE OF LOT 16 OF SAID SUBDIVISION; THENCE NORTH 88°37'51" EAST 119.77 FEET TO A POINT ON THE EAST LINE OF LOT 19 OF SAID SUBDIVISION; THENCE SOUTH 00°27'39" EAST 106.14 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 28,161 SQUARE FEET.

REEL 5113 IMAGE 4306

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EXHIBIT 3 PAGE 1 OF 2

See attached Addendum No. 3 to the Plat of Edgewood Place Condominium Survey

REEL 5113 IMAGE 4307

53-32

1.1038160.2

REEL 5113 IMAGE 4308

EXHIBIT 3 PAGE 2 of 2

EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 3

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

I, JOHN P. CASUCCI RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EDGEWOOD PLACE CONDOMINIUM ADDENDUM NO. 3 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

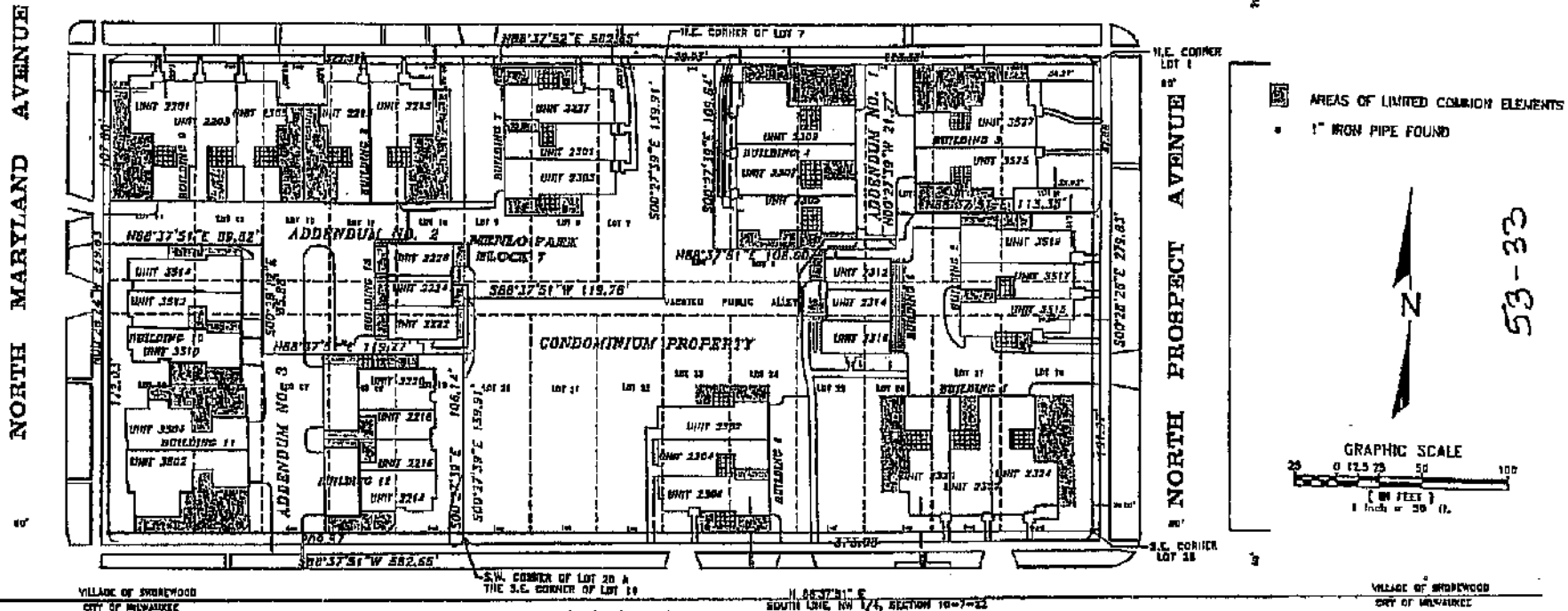
JOHN P. CASUCCI, RLS S-2055

JOHN P. CASUCCI S-2055 WISCONSIN LAND SURVEYOR

DATE July 11, 2001

NOTES:

1. SEE SECTION 2.3 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



53-33

National Survey & Engineering

NSE PROJECT NO. 167813
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

SHEET 1 OF 8

THIS DOCUMENT WILL NOT BE READABLE
WHEN SCANNED OR MICROFILMED

EXHIBIT 4 - PAGE 1 - OF ~~8~~ 7

See attached Addendum No. 3 to the Plat of Edgewood Place Condominium Floor Plans

REEL 5113 IMAGE 4309

53-34

1.1038160.2

EXHIBIT 4 - 2 of 2 & 7

EDGEWOOD PLACE CONDOMINIUM

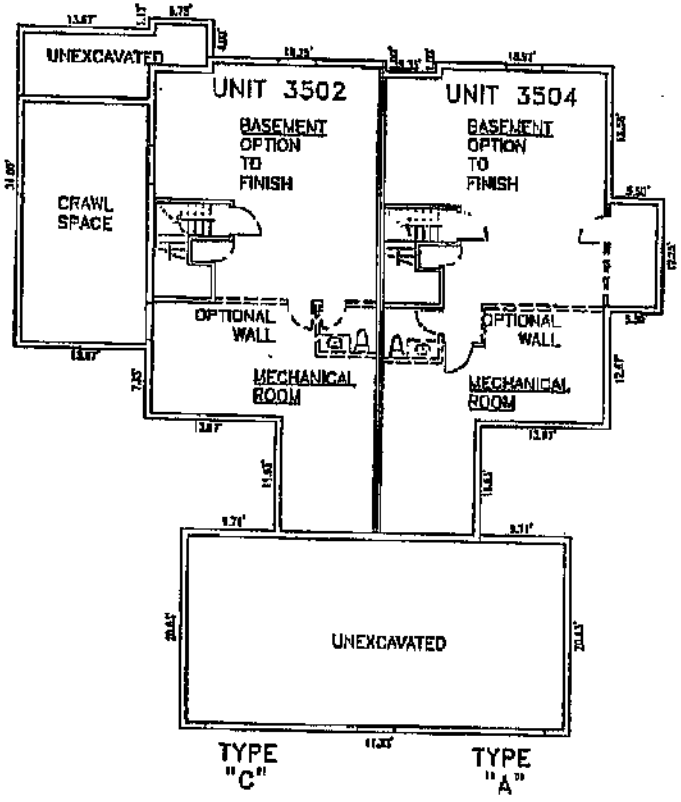
ADDENDUM NO. 3

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE

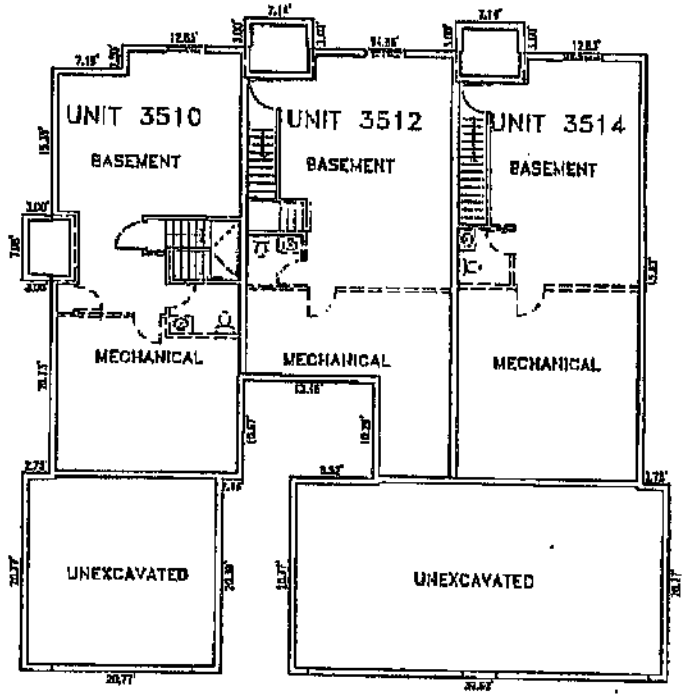
1 inch = 10 ft.

BUILDING 11



BASEMENT

BUILDING 10



BASEMENT

53-35

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National Survey & Engineering

SHEET 3 OF 8

EXHIBIT 4 page 3 of 7

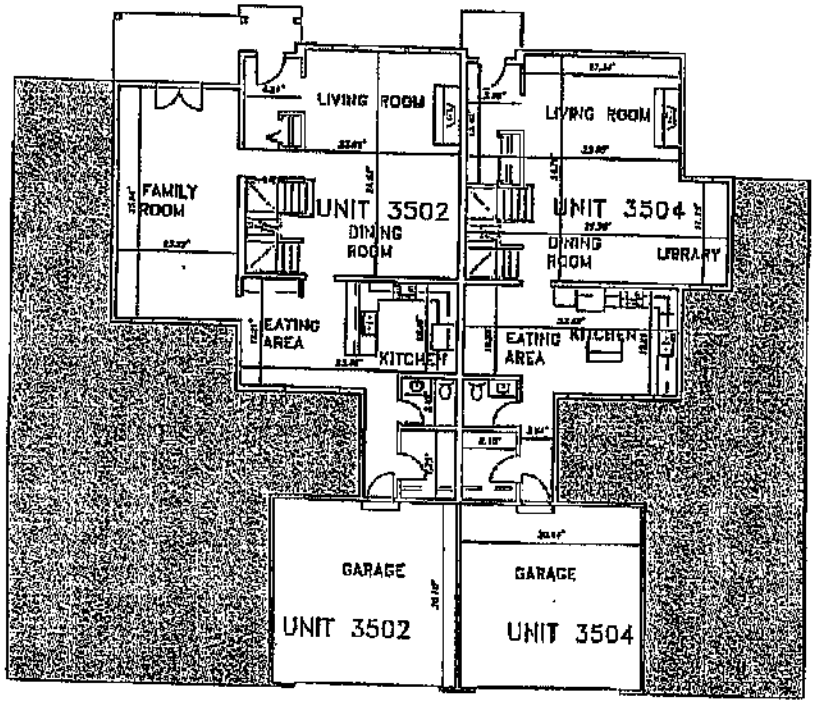
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 3

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE

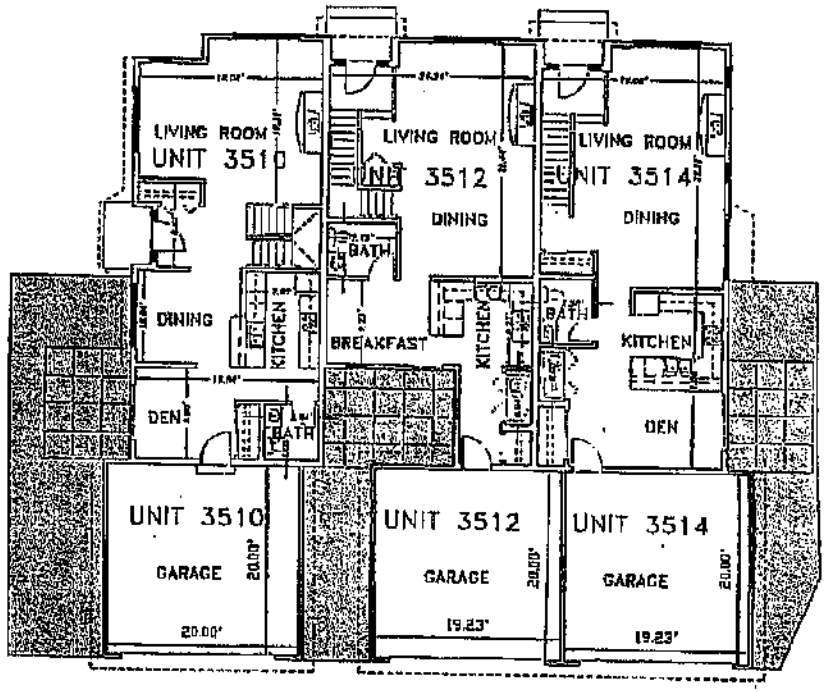
BUILDING 11



TYPE "C" TYPE "A"

FIRST FLOOR

BUILDING 10



UNIT TYPE "G" UNIT TYPE "H" UNIT TYPE "I"

FIRST FLOOR

AREAS OF LIMITED COMMON ELEMENTS

NSE PROJECT NO. 157813
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53-36

SHEET 4 OF 8

EXHIBIT 4 & 5 OF 87

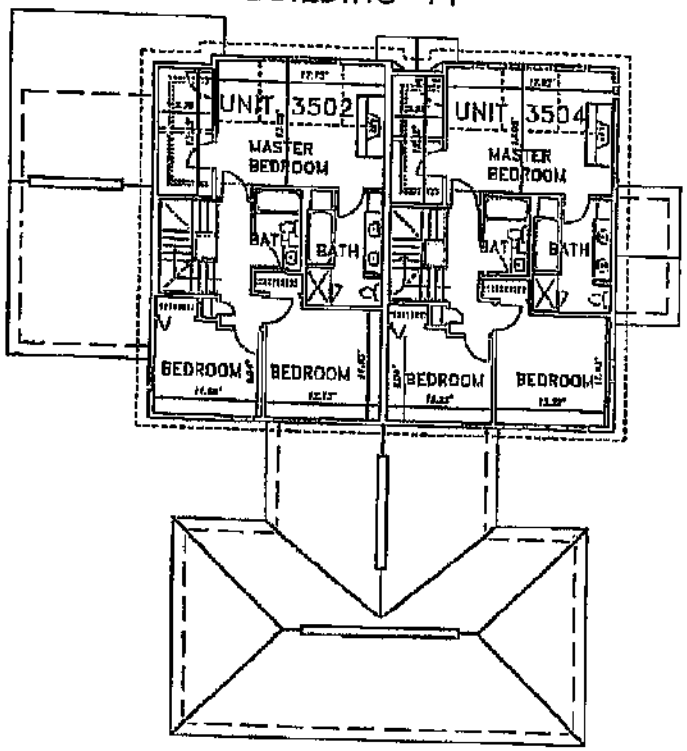
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 3

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE

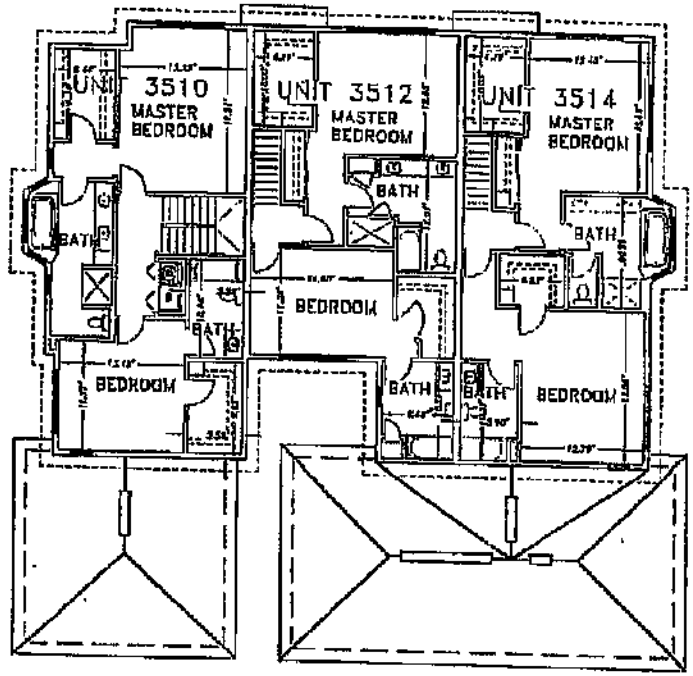
BUILDING 11



TYPE "C" TYPE "A"

SECOND FLOOR

BUILDING 10



UNIT TYPE "G" UNIT TYPE "H" UNIT TYPE "I"

SECOND FLOOR

53-38

NSE PROJECT NO. 157813
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SHEET 5 OF 8

REEL 5113 IMAGE 4313

EXHIBIT 4 PAGE 7 OF 8

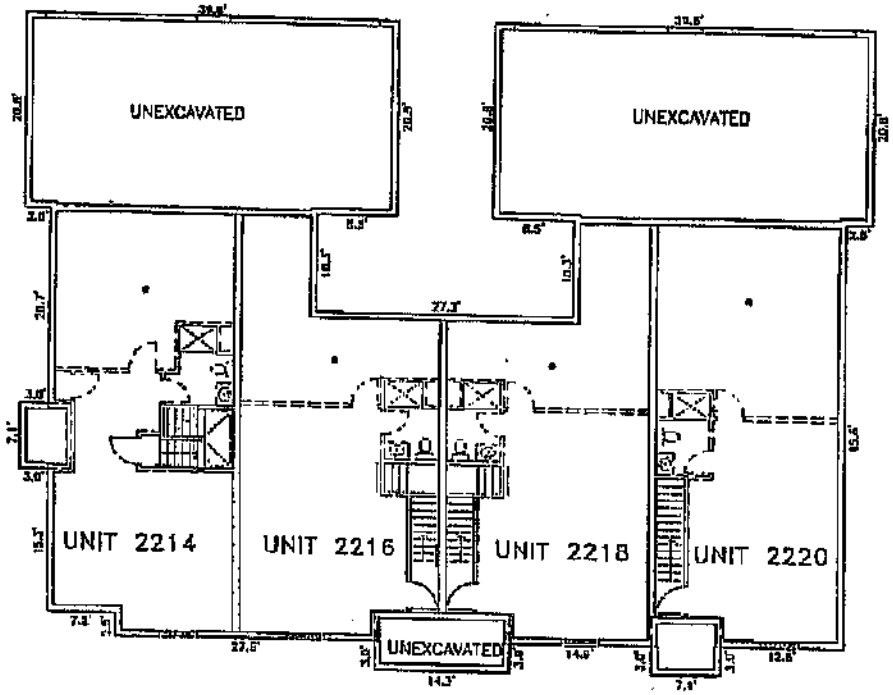
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 3

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE

BUILDING 12



UNIT TYPE "G" | UNIT TYPE "H" | UNIT TYPE "H" | UNIT TYPE "I"

BASEMENT

NSE PROJECT NO. 157813
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National Survey & Engineering

SHEET 6 OF 8

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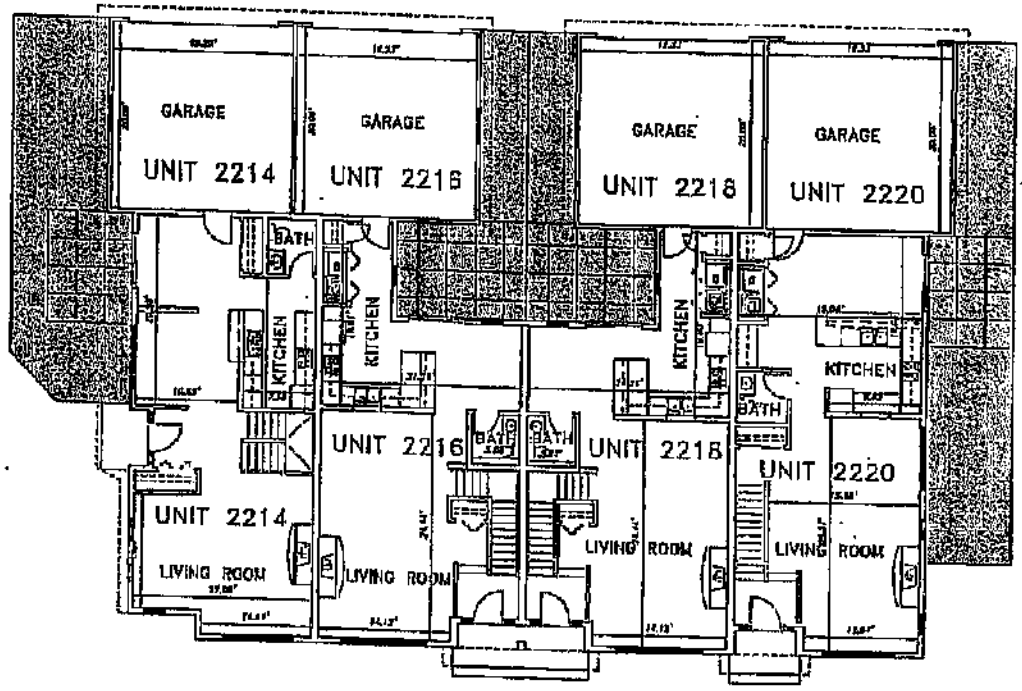
EXHIBIT 4 PAGE 7 OF 8 PAGES

EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 3

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 12



UNIT TYPE "G" | UNIT TYPE "H" | UNIT TYPE "H" | UNIT TYPE "I"

FIRST FLOOR

AREAS OF LIMITED COMMON ELEMENTS

GRAPHIC SCALE
5 0 2.5 5 10 20
(IN FEET)
1 inch = 10 ft.

NSE PROJECT NO. 157813
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53-40

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SHEET 7 OF 8

EXHIBIT 4 - PAGE 7 OF 7 PAGES

EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 3

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

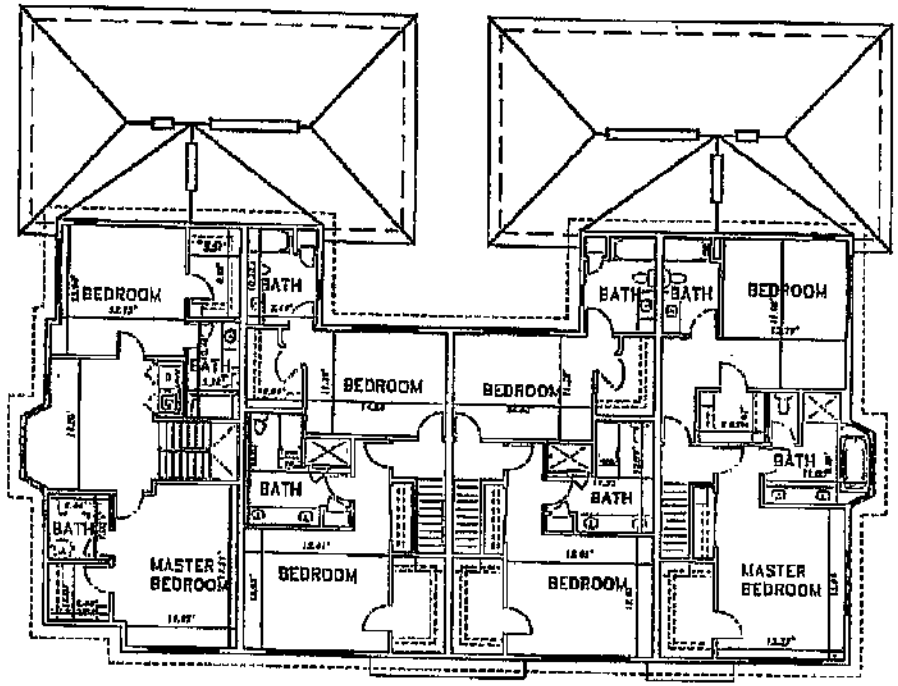
GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 Inch = 10 ft.

BUILDING 12



UNIT TYPE "G" UNIT TYPE "H" UNIT TYPE "H" UNIT TYPE "I"

SECOND FLOOR

53-41

NSE PROJECT NO. 137613
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National Survey & Engineering

SHEET 5 OF 8

EXHIBIT "E"
TO
DECLARATION
OF
EDGEWOOD PLACE CONDOMINIUM

PERCENTAGE INTERESTS

SQUARE FOOTAGES		
Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,791
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building – Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	2.85%
2322 East Edgewood Ave	B	1,894	2.72%
2324 East Edgewood Ave	C	2,269	3.25%
Building Two			
3515 North Prospect Ave	G	1,758	2.52%
3517 North Prospect Ave	H	1,666	2.39%
3519 North Prospect Ave	I	1,764	2.53%
Building Three			
3525 North Prospect Ave	A	1,988	2.85%
3527 North Prospect Ave	C	2,269	3.25%
Building Four			
2305 East Stratford Court	A	1,988	2.85%
2307 East Stratford Court	B	1,894	2.72%
2309 East Stratford Court	C	2,269	3.25%
Building Five			
2312 East Edgewood Ave	F	1,791	2.57%
2314 East Edgewood Ave	E	1,730	2.48%
2316 East Edgewood Ave	D	1,932	2.77%
Building Six			
2302 East Edgewood Ave	I	1,764	2.53%
2304 East Edgewood Ave	H	1,666	2.39%
2306 East Edgewood Ave	G	1,758	2.52%
Building Seven			
2227 East Stratford Court	G	1,758	2.52%
2301 East Stratford Court	H	1,666	2.39%
2303 East Stratford Court	I	1,764	2.53%
Building Eight			
2213 East Stratford Court	A	1,988	2.85%
2215 East Stratford Court	C	2,269	3.25%
Building Nine			
2201 East Stratford Court	C	2,269	3.25%
2203 East Stratford Court	B	1,894	2.72%
2205 East Stratford Court	A	1,988	2.85%
Building Ten			
3510 North Maryland Ave	G	1,758	2.52%
3512 North Maryland Ave	H	1,666	2.39%
3514 North Maryland Ave	I	1,764	2.53%
Building Eleven			
3502 North Maryland Ave	C	2,269	3.25%
3504 North Maryland Ave	A	1,988	2.85%
Building Twelve			
2214 East Edgewood Ave	G	1,758	2.52%
2216 East Edgewood Ave	H	1,666	2.39%
2218 East Edgewood Ave	H	1,666	2.39%
2220 East Edgewood Ave	I	1,764	2.53%
Building Thirteen			
2222 East Edgewood Ave	D	1,932	2.77%
2224 East Edgewood Ave	E	1,730	2.48%
2226 East Edgewood Ave	F	1,791	2.57%
TOTALS		69,736	100.00%

53-42.

01.1038160.2

5113 IMAGE 4316

EXHIBIT "B"
TO
BYLAWS
OF
EDGEWOOD PLACE CONDOMINIUM

PERCENTAGE INTERESTS

SQUARE FOOTAGES		
Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,791
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building – Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	2.85%
2322 East Edgewood Ave	B	1,894	2.72%
2324 East Edgewood Ave	C	2,269	3.25%
Building Two			
3515 North Prospect Ave	G	1,758	2.52%
3517 North Prospect Ave	H	1,666	2.39%
3519 North Prospect Ave	I	1,764	2.53%
Building Three			
3525 North Prospect Ave	A	1,988	2.85%
3527 North Prospect Ave	C	2,269	3.25%
Building Four			
2305 East Stratford Court	A	1,988	2.85%
2307 East Stratford Court	B	1,894	2.72%
2309 East Stratford Court	C	2,269	3.25%
Building Five			
2312 East Edgewood Ave	F	1,791	2.57%
2314 East Edgewood Ave	E	1,730	2.48%
2316 East Edgewood Ave	D	1,932	2.77%
Building Six			
2302 East Edgewood Ave	I	1,764	2.53%
2304 East Edgewood Ave	H	1,666	2.39%
2306 East Edgewood Ave	G	1,758	2.52%
Building Seven			
2227 East Stratford Court	G	1,758	2.52%
2301 East Stratford Court	H	1,666	2.39%
2303 East Stratford Court	I	1,764	2.53%
Building Eight			
2213 East Stratford Court	A	1,988	2.85%
2215 East Stratford Court	C	2,269	3.25%
Building Nine			
2201 East Stratford Court	C	2,269	3.25%
2203 East Stratford Court	B	1,894	2.72%
2205 East Stratford Court	A	1,988	2.85%
Building Ten			
3510 North Maryland Ave	G	1,758	2.52%
3512 North Maryland Ave	H	1,666	2.39%
3514 North Maryland Ave	I	1,764	2.53%
Building Eleven			
3502 North Maryland Ave	C	2,269	3.25%
3504 North Maryland Ave	A	1,988	2.85%
Building Twelve			
2214 East Edgewood Ave	G	1,758	2.52%
2216 East Edgewood Ave	H	1,666	2.39%
2218 East Edgewood Ave	H	1,666	2.39%
2220 East Edgewood Ave	I	1,764	2.53%
Building Thirteen			
2222 East Edgewood Ave	D	1,932	2.77%
2224 East Edgewood Ave	E	1,730	2.48%
2226 East Edgewood Ave	F	1,791	2.57%
TOTALS		69,736	100.00%

REEL 5113 IMAGE 4317

53-43

I, JOHN P. CASUCCI (RLS), DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EDGEWOOD PLACE CONDOMINIUM ADDENDUM NO. 2 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROPRIATE DIMENSIONAL, FLOOR AREAS AND LOCATION OF EACH UNIT.

John P. Casucci

JOHN P. CASUCCI, RLS S-2058

WISCONSIN JOHN P. CASUCCI S-2058 REGISTERED LAND SURVEYOR

June 27, 2000

DATE

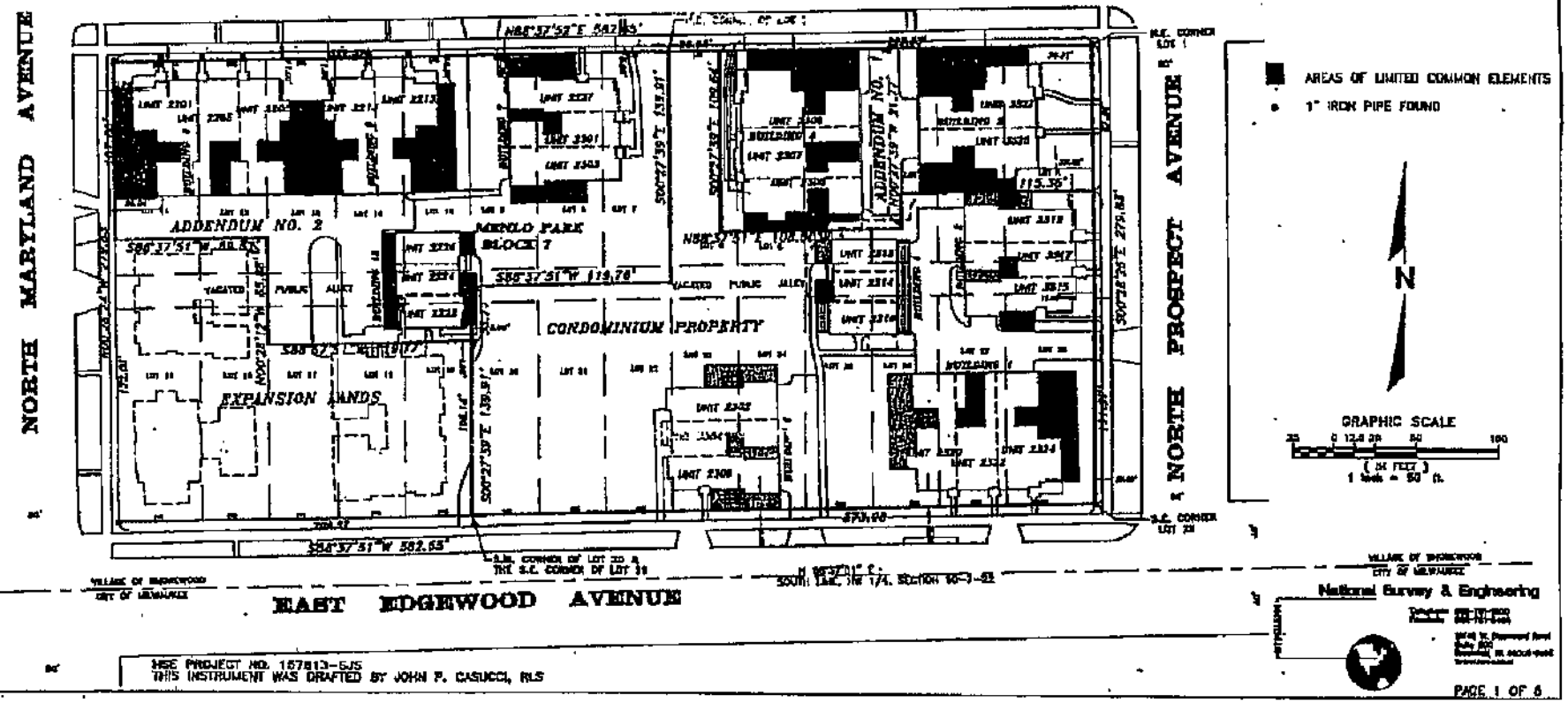
EDGEWOOD PLACE CONDOMINIUM

ADDENDUM NO. 2

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

NOTES:

1. SEE SECTION 3.3 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE TYPE AND ORIENTATION OF THE BUILDINGS IN THE EXPANSION LANDS.



HSE PROJECT NO. 157813-SJS
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

National Survey & Engineering

EXHIBIT 3

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

BYLAWS
OF
EDGEWOOD PLACE
CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
OF
EDGEWOOD PLACE
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Applicability of Bylaws. The provisions of these Bylaws are applicable to (i) the use and occupancy of that portion of certain land, buildings and improvements located, within the boundaries formed by North Maryland Avenue, East Edgewood Avenue, North Prospect Avenue and East Stratford Court, in the Village of Shorewood, Wisconsin, which has been submitted to the provisions of the Condominium Ownership Act of the State of Wisconsin (Wis. Stat. Ch. 703, as amended or renumbered from time to time) (the "Act") by the Declaration of Edgewood Place Condominium (the "Declaration") recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, and (ii) the structure and operation of the Unit Owners' Association of the Condominium.

Section 2. Definitions. Except as otherwise set forth herein capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in the Act. In the event the Condominium is expanded pursuant to the provisions of the Declaration, the provisions of these Bylaws shall be applicable to the Condominium, as expanded, and the terms "Condominium," "Units," "Unit Owners," "Property" and all other terms which refer to the Condominium shall mean and refer to the Condominium, as expanded.

Section 3. Office. The office of the Condominium, the Unit Owners' Association and the Board of Directors shall be located at the Condominium or at such other place as may be designated from time to time by the Board of Directors and the mailing address shall be c/o Edgewood Place LLC, c/o Mandel Group, Inc., 111 East Wisconsin Avenue, Suite 1700, Milwaukee, Wisconsin 53202 or such other address as may be designated from time to time by the Board of Directors.

Section 4. The Unit Owners' Association. Edgewood Place Condominium Association, Inc. (the "Unit Owners' Association") is a nonstock, nonprofit corporation formed under Chapter 181 of the Wisconsin Statutes and whose members consist of all the Unit Owners in the Condominium. Each Unit Owner in the Condominium has the same Percentage Interest in the Unit Owners' Association as such Unit Owner's respective undivided interest in the Common Elements set forth in the Declaration.

ARTICLE II

Unit Owners' Association

Section 1. Composition. All Unit Owners in the Condominium, acting as a group in accordance with the Act, the Declaration and these Bylaws, shall constitute the Unit Owners' Association.

Section 2. Annual Meetings.

(a) The first annual meeting of the Unit Owners' Association shall be held on a date to be determined by Declarant within one (1) year following the date of recordation of the Declaration, or on or before the date of conveyance of Units to which seventy-five percent (75%) or more of the Percentage Interests in the Condominium appertain (determined for this purpose in accordance with Section 1(e) of Article III hereof), whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Unit Owners' Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year. Subject to the provisions of Section 1 of Article III of these Bylaws, at all annual meetings of the Unit Owners' Association at which members of the Board of Directors shall be elected, an officer shall report on the activities and financial condition of the Unit Owners' Association and the members shall consider and act upon such other matters as properly may come before a meeting.

(b) As used in these Bylaws, unless the context otherwise requires, the term "conveyance" means conveyance of fee simple title by deed or conveyance of equitable ownership by land contract.

Section 3. Place of Meetings. Meetings of the Unit Owners' Association shall be held at the office of the Condominium or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' Association if so directed by resolution of the Board of Directors or, after the first annual meeting of the Unit Owners' Association, upon a petition signed and presented to the Secretary by Unit Owners holding not less than twenty percent (20%) of the Percentage Interests from time to time in the Condominium. No business shall be transacted at a special meeting except as stated in the notice of such meeting given in accordance with the provisions of Section 5 of this Article.

Section 5. Notice of Meetings. At least twenty-one (21) days but no more than fifty (50) days in advance of each annual meeting of the Unit Owners' Association, and at least ten (10) days but no more than thirty (30) days in advance of each special meeting of the Unit Owners' Association, the Secretary shall cause to be sent to each Unit Owner of record notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States mail, first class postage prepaid, to each Unit Owner of record, at the address of such Owner's Unit or at such other address as such Owner may have designated in writing to the Secretary. Transfer of membership in the Association shall be established by the recording in the Office of the Register of Deeds for Milwaukee County of a deed or other instrument establishing a change of record title to a Unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of Unit Owners. The Unit Owners' Association shall maintain a current roster of names and addresses of every Unit Owner to whom notice of meetings of the Association must be sent. Every Unit Owner shall furnish the Unit Owners' Association with his or her name and current mailing address. No Unit Owner may vote at meetings of the Unit Owners' Association until this information is furnished. The mailing of a notice of a meeting in the manner provided in this Section shall be deemed service of notice. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered, provided, that the Secretary shall certify in writing that such notice was delivered to the person of the Unit Owner.

Section 6. Adjournment of Meetings. If any meetings of the Unit Owners' Association cannot be held because a quorum as defined in Section 14 is not represented, Unit Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called and at such subsequent meeting, the presence, in person or by proxy of Unit Owners of thirty percent (30%) in number of the Units of the Condominium shall constitute a quorum.

Section 7. Presiding Officer. Until the first meeting of the Unit Owners' Association following the special meeting at which members of the Board of Directors shall be elected by all Unit Owners as provided in Section 1 of Article III of these Bylaws, any person designated by Declarant shall preside at all

meetings of the Unit Owners' Association. Thereafter, the President or his or her designee shall preside at all meetings of the Unit Owners' Association. In the absence of the President or such designee from any meeting of the Association, any person designated by the Board of Directors shall preside over such meeting.

Section 8. Conduct of Meeting. The minutes of all meetings shall be held in a Minute Book maintained for the Unit Owners' Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 9. Inspectors of Election. One or more Inspector(s) of Election shall be appointed by the Board of Directors prior to the time of any meeting of the Association at which Directors shall be elected.

Section 10. Voting.

(a) Each Unit shall be entitled to one (1) vote at all meetings of the Unit Owners' Association. Since a Unit Owner may be more than one person, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the co-owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote of such Unit shall be the co-owner who is present at such meeting, if only one such co-owner is present. If more than one co-owner is present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the agreement of a majority in interest of the co-owners of such Unit who are present, and the consent of such co-owners shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made by another co-owner to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present.

(b) No Unit Owner may vote at any meeting of the Unit Owners' Association if a lien in favor of the Unit Owners' Association pursuant to Section 9 of Article V of these Bylaws has been perfected against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting.

Section 11. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of the majority in interest of the co-owners. A proxy of a Unit Owner shall be void if it is not dated, if it purports to be revocable without notice, if the signatures of those executing the same have not been witnessed by a person who shall sign his or her full name and address, or if not signed by a person having authority to execute deeds on behalf of any Unit Owner or co-owner who is not a natural person. All proxies must be filed with the Secretary before the appointed time of the meeting for which they are given. Any proxy shall terminate automatically upon the adjournment of the first meeting of the Association held after the date thereof. In any event, except with respect to proxies in favor of an Eligible Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 12. Association Action. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Unit Owners' Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 13. Majority of the Unit Owners. Except as otherwise provided by law, as used in these Bylaws, the term "majority of the votes of Unit Owners" or words of like import shall mean the vote of Unit Owners' holding more than fifty percent (50%) of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 14. Quorum. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Owners of thirty-five percent (35%) in number of the Units in the Condominium shall constitute a quorum at and throughout all meetings of the Unit Owners' Association.

Section 15. Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if the action is approved by Unit Owners holding at least one hundred percent (100%) of the voting power, by written consent describing the action taken, signed by the required number of Unit Owners. A consent has the effect of a meeting vote. Written notice of Unit Owner approval of the action shall be given to all members who have not signed the written consent. Unit Owner approval of the action shall be

effective ten (10) days after such written notice is given. Any such written consent shall be filed with the minutes of the proceedings of the meetings of the Unit Owner's Association.

Section 16. Waiver of Notice. Any Unit Owner may at any time waive notice of any meeting of Unit Owner's in writing and such waiver shall be deemed equivalent to the giving of such notice. The waiver of notice must be signed by the Unit Owner entitled to the notice and be delivered to the Unit Owners' Association for inclusion in the minutes or filing with the corporate records. Attendance of any Unit Owner at any meeting of the Unit Owners' Association shall constitute a waiver of notice by such owner.

ARTICLE III

Board of Directors

Section 1. Number; Declarant Control (a) The affairs of the Condominium shall be governed by a Board of Directors. As set forth in this section 1, Declarant shall be entitled to designate a majority of the members of the Board until the earlier to occur of (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Percentage Interests of the Condominium appertain (determined, for purposes of this Section 1, in accordance with the subsection (e) hereof) or (ii) ten (10) years from the date of the first conveyance of any Unit in the Condominium. The initial Board of Directors shall consist of three (3) persons, each of whom shall be appointed by Declarant within fourteen (14) days after the incorporation of the Association. Thereafter, the Board of Directors shall be expanded to a maximum of seven (7) members, in the manner and at the times set forth in subsections (b), (c), and (d) of this Section 1.

(b) A special meeting of the Association shall be held prior to the conveyance of Units to which twenty-five percent (25%) of the Percentage Interests in the Condominium appertain (determined, for the purposes of this Section 1, in accordance with subsection (e) of this Section 1) or at such earlier time as may be determined by Declarant in its sole discretion, at which special meeting the Unit Owners other than the Declarant shall elect one Director; thereafter, the Board of Directors shall be composed of four (4) persons.

(c) A special meeting of the Association shall be held prior to the conveyance of Units to which fifty percent (50%) of the Percentage Interests in the Condominium appertain (determined, for the purpose of this Section 1, in accordance with subsection (e) of this Section 1) or at such earlier time as may be determined by Declarant in its sole discretion, at which special meeting the Director elected by the Owners at the special

meeting described in subparagraph (b) above shall resign; and the Unit Owners other than Declarant shall elect two Directors; thereafter, the Board of Directors shall be composed of five (5) persons.

(d) A special meeting of the Association shall be held on or before forty-five (45) days after the earlier to occur of (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Percentage Interests of the Condominium appertain (determined, for purposes of this Section 1, in accordance with subsection (e) hereof) or the date of expiration of ten (10) years from the date of the first conveyance to any purchaser of any Unit in the Condominium, at which special meeting all members of the Board of Directors designated by the Declarant as provided in paragraph (a) of this Section shall resign and all five (5) members of the Board of Directors shall be elected by all Unit Owners, including Declarant, to the extent Declarant then owns any Units. All members of the Board of Directors elected at such special meeting shall serve until their successors shall have been elected at the next succeeding annual meeting.

(e) For purposes of this Section 1 only, and notwithstanding any other provision of these By-laws, the Declaration, or any other Condominium Document, the Percentage Interest pertaining to a Unit at any time shall be determined in the same manner as if all Expansion Lands and all Units which could then be added to the Condominium had in fact been added.

Section 2. Election. Directors elected by Unit Owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

Section 3. Term of Office. At the first annual meeting of the Unit Owners' Association following the special meeting at which all members of the Board of Directors shall be elected by Unit Owners as provided in Section 1(d) of this Article, the persons receiving the first, second and third highest number of votes shall be elected for a term of two (2) years and the persons receiving the fourth and fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board of Directors at any subsequent annual meeting of the Unit Owners' Association shall be elected for a term of two (2) years. All members of the Board of Directors shall hold office until their respective successors shall have been elected and shall have qualified. In the event of a tie for the third or fifth highest number of votes, the outcome shall be determined by lot, in the manner prescribed by the presiding officer.

Section 4. Qualifications. Except for those members of the Board of Directors appointed by Declarant, all members of the Board of Directors shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. No Unit Owner may be elected to or may serve on the Board of Directors if a lien has been perfected by the Unit Owners' Association, or action therefor has been instituted against such Unit Owner's Unit by the Unit Owners' Association, and the amount necessary to release such lien has not been paid at the time of such election or during such incumbency.

Section 5. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by the Act, the Declaration or these Bylaws directed to be done by the Unit Owners' Association. In addition to the duties imposed on the Board of Directors by these Bylaws or by any resolution of the Unit Owners' Association, the Board of Directors shall have the power to, and shall be responsible for, the following:

(a) Adopting an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(b) Levying assessments against Unit Owners to defray the Common Expenses, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period of the installment payment of such assessments.

(c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Elements, and, to the extent applicable, public sidewalks adjacent to the Property. The Board of Directors expressly is authorized to enter into cooperative, cost sharing agreements with the owners of adjacent property and/or other neighboring condominiums, if in the judgment of the Board of Directors such arrangements will reduce Condominium costs without adversely affecting the scope, level and quality of services necessary for the proper care, upkeep and operation of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and, to the extent applicable, public sidewalks adjacent to the Property, and providing services for the Condominium, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which equipment, supplies and materials shall be the property of the Condominium.

(e) Collecting from Unit Owners assessments against Units and depositing the proceeds thereof in a bank depository(ies) which it shall approve.

(f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with the provisions of these Bylaws.

(g) Opening bank accounts on behalf of the Condominium and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions and improvements to, or alterations or restorations of the Condominium and, to the extent applicable, public sidewalks adjacent to the Property in accordance with the provisions of these Bylaws, the Declaration and the Act.

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Unit Owners' Association.

(j) Obtaining and carrying insurance as provided in these Bylaws, paying the premium cost thereof and adjusting and settling claims thereunder.

(k) Paying the cost of all services rendered to the Condominium and not billed to Unit Owners of individual Units.

(l) Keeping books and accounts in accordance with the provisions of these Bylaws.

(m) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of the greater of (i) seventy five percent (75%) of the total annual operating budget for the Condominium or (ii) Ten Thousand Dollars ($10,000) without the prior consent of at least sixty-seven percent (67%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose. The dollar limitation set forth above shall increase automatically each fiscal year, beginning in 1995, in proportion to increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States) (1982-84=100) and published in the "Monthly Labor Review" of the Labor Statistics of the United States Department of Labor or any successor index thereto selected by the Board of Directors, in its reasonable discretion.

(n) Exercising such rights, including the right to amend or modify such rights and complying with such obligations as the Unit Owners' Association may have as a member of any

recreation or other association or under the terms of any easement or easement agreement.

(o) In its sole discretion, from time to time to designate certain Common Elements as Reserved General Common Elements to the extent permitted by applicable law and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(p) Purchasing on behalf of all Unit Owners in the name of the Unit Owners' Association or such nominee as shall be designated by the Board of Directors any Unit whose Unit Owner has elected to sell or lease such Unit or any Unit which is to be sold at a foreclosure or other judicial sale; provided, however, that the Board of Directors may not take any such action without the prior consent of at least sixty-seven percent (67%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(q) Selling or leasing on behalf of all Unit Owners any Unit purchased by the Unit Owners' Association pursuant to subparagraph (p) above; provided, however, that the Board of Directors may not take any such action without complying with the Act and without the prior consent of at least sixty-seven percent (67%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose and the proceeds therefrom after repayment of borrowed funds thereof and special assessments if any, levied for such purposes shall be deposited in such funds as the Board of Directors may be established and disbursed by the Board of Directors in such manner as the Association shall determine.

(r) In its discretion, purchase and arrange for the installation of a cable and/or satellite television system to serve the entire Condominium as a Common Element.

(s) Consistent with the terms and provisions of the Condominium Documents, entering into agreements, including, without limitation, easement agreements for the use by the Unit Owners' Association and its members on reasonable terms and conditions of facilities, including, without limitation, roadway, recreational and utility facilities, not included as part of the Condominium, entering into amendments or modifications of any existing easement agreements and granting to others the right to use those facilities included within the Condominium.

(t) Making of repairs, additions and improvements to, or alterations of, the Common Elements and making of repairs to and restoration of the Property after a casualty or taking in accordance with the other provisions of these By-Laws.

(u) Arrange for the maintenance, preservation, protection and care of the Significant Trees consistent with and as required by Section 16.2 of the Declaration.

(v) The power to do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objectives or the furtherance of any of the powers of the Unit Owners' Association either alone or in conjunction with Declarant and the Unit Owners, or either.

Section 6. Nominating Committee. At least thirty (30) days prior to the special meetings described in Sections 1(b), (c) and (d) of this Article III and at least thirty (30) days prior to any annual meeting, the Board of Directors shall appoint a Nominating Committee, consisting of three (3) to five (5) Unit Owners, the chairman of which committee shall be a member of the Board of Directors. The Nominating Committee shall prepare a slate of candidates for the open positions on the Board of Directors to be elected by the Unit Owners and shall submit this slate to all Unit Owners with the notices for the above-referenced meeting.

Section 7. Managing Agent. The Board of Directors may employ for the Condominium a professional Managing Agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (a), (b), (f), (g), (m), (n), (o), (p), (q), (r) (s), (u) and (v) of Section 5 of this Article. The Board of Directors may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the Managing Agent which might arise between meetings of the Board of Directors. If the Association elects to engage a Managing Agent, then the Unit Owners' Association and the Board of Directors shall not undertake "self-management" or fail to employ a professional Managing Agent thereafter without the consent of at least sixty-seven percent (67%) of the Unit Owners and at least fifty-one percent (51%) of the Eligible Mortgagees. Declarant, or an affiliate of Declarant, may be employed as Managing Agent. The Board of Directors may not employ a Managing Agent for a term in excess of one (1) year. Any contract with a Managing Agent must provide that it may be terminated for cause on no more than thirty (30) days' written notice and without cause or imposition of any termination fee on ninety (90) days' written notice. The Board of Directors shall require appropriate standards of performance of the Managing Agent, including without limitation, the following:

(i) Cash accounts of the Condominium shall not be commingled with any other accounts;

(ii) no remuneration or other benefit shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Condominium, and any discount or other benefit received shall be received for and on behalf of the Condominium;

(iii) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Condominium promptly shall be disclosed to the Board of Directors; and

(iv) the Managing Agent shall prepare a quarterly financial report for the Condominium containing the following: (A) a "balance sheet" reflecting the financial condition of the Condominium on an unaudited basis; (B) an "income and expense statement" reflecting the income and expense activity for the preceding installment payment period on an "actual" versus "projected" budget format; (C) an "account activity statement" reflecting all receipt and disbursement activity for the preceding installment payment period on a cash basis; and (D) a "delinquency report" indicating all Unit Owners who are delinquent in paying assessments and describing any actions taken to collect such assessments.

Section 8. Removal of Members of the Board of Directors. Declarant shall have the right, at any time and in its sole discretion, to remove any Director appointed to the Board by Declarant under Section 1 of this Article III, and to select and designate his or her successors. Any member of the Board of Directors elected by Unit Owners may be removed, with or without cause, if the number of votes cast to remove the Director by Unit Owners at any regular meeting or any special meeting duly called and held for such purpose would be sufficient to elect the Director at a meeting to elect directors and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the member so removed. Any Director whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof, and shall be given an opportunity to be heard at the meeting.

Section 9. Resignations of Members of the Board of Directors. A member of the Board of Directors may resign at any time by delivering written notice to the presiding officer or secretary of the Board of Directors. A resignation is effective when the notice is received by such officer unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may make the effective date earlier and fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date. Any Director who is a Unit Owner shall be deemed to have resigned

upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such Director (or such Director's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such Director (or such Director's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture. A director shall also be deemed to have resigned if not in attendance at three (3) consecutive regular meetings of the Board of Directors, unless the minutes reflect the consent of a majority of the Board of Directors to such absence.

Section 10. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners' Association or by action of Declarant (which shall be filled as provided in Section 8 of this Article) shall be filled by the sole remaining Director or by a vote of a majority of the remaining Directors (whether or not such remaining Directors constitute a quorum) at a special meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, and each person so appointed shall be a member of the Board of Directors for the remainder of the original term of office to which such person shall be appointed; provided, however, that until the special meeting of the Unit Owners' Association at which all of the members of the Board of Directors shall be elected by all Unit Owners as provided in Section 1 of this Article, a vacancy in the position of any Director designated by Declarant shall be filled by Declarant.

Section 11. Organization Meeting. A special organization meeting of the Board of Directors shall be held within ten (10) days after each annual meeting of the Unit Owners' Association. No notice shall be necessary to the members of the Board of Directors in order legally to constitute such special meeting, provided a quorum shall be present thereat.

Section 12. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once between annual meetings of the Unit Owners' Association, at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by mail, telex, facsimile transmission, or telegraph, telephone or personally at least ten (10) business days prior to the date named for such meeting.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director, given by mail, telex facsimile transmission, or telegraph, telephone or personally,

which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 14. Telephone Meetings. To the extent permitted by law, members of the Board of Directors may participate in any meeting of the Board of Directors by means of a conference telephone or other communication equipment if all persons participating in such meeting can hear each other at the same time. All participating Directors shall be informed that a meeting is taking place at which official business may be transacted. If requested by a Director, minutes of the meeting shall be prepared and distributed to each Director. Such participation shall constitute presence in person at any such meeting.

Section 15. Waiver of Notice. Any Director at any time in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records, may waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by such Director of the time and place of such meeting, unless such attendance is for the purpose of objecting to such meeting or matter not noticed in conformity with these Bylaws and the Director does not thereafter vote or assent to the action to which objection was made. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 16. Quorum; Voting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present or a sole present Director may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 17. Compensation. No Director shall receive any compensation for acting as a Director; provided, however, that a Director may be reimbursed for expenses incurred by the Director to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized, by the Board of Directors.

Section 18. Conduct of Meetings. All resolutions adopted by the Board of Directors and all transactions and proceedings occurring at all meetings of the Board of Directors shall be held in a Minute Book maintained for the Board by the Secretary. The then current Roberts Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Act.

Section 19. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at a meeting may be taken without a meeting if all of the members of the Board of Directors shall consent in writing to such action. A consent has the same force and effect as a vote of the Board of Directors taken at a meeting. Any such unanimous written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 20. Indemnification. The term "Statute," as used in this Section 20, shall mean Sections 181.0871 through 181.0889 of the Wisconsin Nonstock Corporation Law and all amendments thereto which permit or require the Unit Owners' Association to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Section 20 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute. The Unit Owners' Association shall, to the fullest extent permitted or required by the Statute, indemnify each Director and officer against any and all Liabilities, and advance any and all reasonable Expense as incurred by a Director or officer, arising out of or in connection with any Proceeding to which such Director or officer is a Party because he is a Director or officer of the Unit Owners' Association. A director or officer who seeks indemnification shall make a written request therefor to the Unit Owners' Association. The Unit Owners' Association shall also indemnify its employees acting within the scope of their duties as employees, to the same extent as Directors or officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such person may be entitled under any written agreement, Board of Directors resolution, vote of the Unit Owners' Association, the Statute or otherwise. The Unit Owners' Association may, but shall not be required to, supplement the right to indemnification against Liability and advancement of Expenses under this Section 20 by the purchase of insurance on behalf of any one or more of such persons, whether or not the Unit Owners' Association would be obligated to indemnify such person under this Section 20. If the Unit Owner's Association indemnifies or advances expenses to a Director or officer in connection with a proceeding by or in the right of the Unit

Owners' Association, the Unit Owners' Association shall report the indemnification or advance in writing to the members with or before notice of the next meeting of Unit Owners.

Section 21. Common or Interested Directors. Each member of the Board of Directors shall exercise his or her powers and duties in good faith and in the best interests of the Condominium. No contract or other transaction between the Unit Owners' Association and any of its officers or directors, or between the Unit Owners' Association and any corporation, firm or association (including Declarant) in which any of the officers or Directors of the Unit Owners' Association are directors or officers or are pecuniarily or otherwise interested, is or shall be either void or voidable because of such relationship or interest or because any such officer or director is present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or her or their vote(s) is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested officers or directors; or

(b) The material facts of such relationship or interest are disclosed or known to Unit Owners holding at least a majority of all of the votes in the Unit Owners' Association and such Unit Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair and commercially reasonable to the Unit Owners' Association in view of all the facts known to any officer or member of the Board of Directors at the time it was authorized, ratified, approved or executed.

Any common or interested officer or director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, ratifies or approves any contract or transaction. Arrangements between the Unit Owners' Association and Declarant or the initial Managing Agent shall be deemed to satisfy the requirements of this Section.

Section 22. Committees. The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the

Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 23. Law Suits. The Board shall not commence a law suit (other than to collect assessments, or enforce the terms and conditions of the Condominium Documents) until such action shall have been approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Unit Owners' Association appertain.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint an assistant treasurer, an assistant secretary and/or such other officers as in its judgment may be necessary or desirable. All offices shall have the duties normally incident to their respective offices in a Wisconsin business corporation and such other additional duties as from time to time shall be assigned by the Board of Directors included, but not limited to, the following:

(a) President. The President shall be the chief executive officer of the Unit Owners' Association, preside at all meetings of the Unit Owners' Association and of the Board of Directors; have general and active management of the business of the Unit Owners' Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; sign all leases, mortgages, deeds and other written instruments and co-sign all checks if required to do so by resolution of the Board of Directors; and appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Unit Owners' Association.

(b) Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners' Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Unit Owners' Association; maintain a register

setting forth the place to which all notices to Unit Owners and Eligible Mortgagees hereunder shall be delivered; shall arrange for the counting of votes taken at any meeting; and, in general, perform all the duties incident to the office of secretary.

(d) Treasurer. The Treasurer shall (together with the Managing Agent) be responsible for Unit Owners' Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data, including the annual budgets; deposit all monies and other valuable effects in the name of the Board of Directors, the Unit Owners' Association or the Managing Agent, in such depositories as may from time to time be designated by the Board; sign checks of the Association; and, in general, perform all the duties incident to the office of treasurer.

Section 2. Qualifications. All officers shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. The President and Secretary shall be members of the Board of Directors. Any officers other than the President and the Secretary may be, but shall not be required to be, members of the Board of Directors. The foregoing restrictions shall not apply to officers selected by Directors designated by Declarant prior to the special meeting of the Unit Owners' Association at which members of the Board of Directors shall be elected by all Unit Owners as provided in Section 1 of Article III of these Bylaws.

Section 3. Election. The officers of the Condominium shall be elected annually by the Board of Directors at the organizational meeting following each annual meeting of the Unit Owners' Association, and shall hold office at the pleasure of the Board of Directors.

Section 4. Removal or Resignation of Officers. Any officer may be removed, either with or without cause, upon the affirmative vote of a majority of the members of the Board of Directors. Any officer may resign at any time, by delivering notice to the Unit Owners' Association. The resignation is effective when the notice is delivered, unless the letter specifies a later effective date and the Unit Owners' Association accepts the later effective date. Any officer shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such officer (or such officer's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such officer (or such officer's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture or such officer is not

required to be a Unit Owner. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for such purpose.

Section 5. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium or the Unit Owners' Association for expenditures or obligations in excess of One Thousand Dollars ($1,000.00) shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of One Thousand Dollars ($1,000.00) or less may be executed by any one officer of the Condominium or by such other person as may be designated by the Board of Directors.

Section 6. Compensation of Officers. No officer shall receive any compensation for acting as an officer; provided, however that an officer may be reimbursed for expenses incurred by such officer to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized, by the Board of Directors.

ARTICLE V

Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. Adoption of Budget. Declarant shall determine the budget for the initial partial first fiscal year and the first complete fiscal year after recording of the Declaration. Each year thereafter, at least thirty (30) days before the beginning of the new fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of the Common Expenses (net of all common profits) for the ensuing fiscal year (including without limitation such reasonable amounts as the Board of Directors shall deem sufficient to provide working capital for the Unit Owners' Association, a general operating reserve, reserves for repair and replacement of Common Elements and reserves for contingencies). Before the first day of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article to pay his or her allocable share of the Common Expenses based upon such budget. The Board of Directors may revise the budget from time to time as

it shall deem necessary or appropriate and shall promptly give each Unit Owner notice thereof.

Section 3. Effect of Failure to Adopt Budget. The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as provided in this Article. In the absence of any annual budget, each Unit Owner shall continue to pay the monthly (or such other period as may be selected by the Board of Directors) charge at the rate established for the previous fiscal year until the installment which is due more than ten (10) days after a new annual budget shall have been adopted and notice of new assessments have been given to Unit Owners. The new assessments shall be adjusted by taking any additional amounts owed by a Unit as a result of the rate for the previous fiscal year being less than the rate reflected in the new budget and divided the aggregate of such amounts by the number of months remaining in the current fiscal year.

Section 4. Assessment of Common Expenses. The total amount of the estimated Common Expenses (including reserves) as set forth in the budget or budgets of the Condominium for any fiscal year shall be assessed against all Units as more particularly set forth below and, with respect to Declarant, as more particularly set forth in the Declaration. The proportionate share of Common Expenses assessed against a Unit shall be expressed as a percentage which shall be determined by dividing (i) the total number of usable square feet contained within a Unit, as the same is determined by Declarant, in its sole discretion, and more particularly set forth on the Building Plans, as the same may be amended from time to time, whether in connection with an expansion of the Condominium pursuant to Article V of the Declaration or otherwise, by (ii) the total number of usable square feet contained within all of the Units then included within the Condominium, as the same is determined by Declarant, in its sole discretion, and more particularly set forth on the Building Plans, as the same may be amended from time to time, whether in connection with an expansion of the Condominium pursuant to Article V of the Declaration or otherwise. EXHIBIT B attached hereto and made a part hereof sets forth the initial percentage obligation of each Unit for Common Expenses. Common Expenses assessed for a fiscal year shall be deemed assessed for, with respect to and as of the first day of each fiscal year of the Unit Owners' Association even though payable in installments. The assessment made against each Unit for each fiscal year shall set forth separately such Unit's share of the amount of the total assessment allocated to normal and recurring expenses of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. On or before the first day of each fiscal year, and the first day of each of the

succeeding eleven (11) months (or, if the Board of Directors so designates, three (3) quarters or six (6) month period) in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors) one-twelfth (1/12th) (or, if the Board of Directors so designates, one-fourth (1/4) or one-half (1/2)) of the assessment for Common Expenses for such fiscal year. Notwithstanding the existence of a dispute between any or all of the Unit Owners and the Unit Owners' Association and/or the Board of Directors with respect to the budget, any assessment or special assessment, or any Common Expense or otherwise, all Unit Owners shall timely pay all assessments. If the Board of Directors revises a budget during any fiscal year, the Board of Directors may specify the day as of which Common Expenses based on such revision shall be deemed to be assessed. In the absence of such specification, the Common Expenses based on such revision shall be deemed assessed as of the first day of the month following the action of the Board of Directors. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget (or any revised budget) adopted by the Board of Directors for such fiscal year. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, in the discretion of the Board of Directors, either (i) be credited, in proportion to each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from Unit Owners, or (ii) refunded among Unit Owners who paid assessments in proportion to their payments, or (iii) added to reserves until exhausted. Any net shortage, including, without limitation, those arising from the failure of any Unit Owner to pay any assessments levied against its Unit, shall be assessed against Unit Owners then of record in proportion to each Unit Owner's obligation to pay Common Expenses and shall be payable, in the discretion of the Board of Directors, either (i) in full, with payment of the next due installment, or (ii) in not more than twelve (12) equal monthly installments, beginning with the next due installment.

Section 5. Reserves. The Board of Directors shall build up and maintain adequate reserves for working capital and for repairs to and replacements of the Common Elements and may establish reserves for general operations, contingencies or other matters. If the Board of Directors shall deem it advisable, funds accumulated for reserves may be kept in separate bank accounts. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves as appropriate in the discretion of the Board of Directors. Except where an emergency requires an expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Elements,

reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Unit Owners' Association.

Section 6. Special Assessments. If reserves established and maintained in accordance with this Article shall be inadequate for any reason, including the non-payment of any Unit Owner's assessment, the Board of Directors may at any time or from time to time assess a special assessment in order to defray, in whole or in part, extraordinary expenditures, including, without limitation, any shortage or loss incurred or suffered in a fiscal year, any costs incurred under any easement to which the Unit Owners' Association is a party or the cost of any construction, reconstruction or replacement of, or insurance covering the Common Elements. Such special assessments shall be levied against all Unit Owners equally in proportion to each Unit Owner's obligation to pay Common Expenses, unless such special assessments are levied in connection with Limited Common Elements. If such special assessments are levied in connection with Limited Common Elements then such special assessment shall be levied against such Unit Owner or Unit Owners owning Units to which such Limited Common Elements appertain in proportion to the relative obligation of such Units to pay Common Expenses inter se. Said special assessments may be payable, as the Board of Directors may determine, in lump sum or in installments. The Board of Directors shall serve notice of any such special assessments on all assessed Unit Owners by a statement in writing giving the amount of and reasons for such special assessment, which special assessment shall, unless otherwise specified in the notice, become payable with the next due monthly installment which is due more than ten (10) days after the giving of such notice. All assessed Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. In the event the Board of Directors elects to assess a special assessment in order to pay for the construction, installation, placement, addition, alteration or improvement to a Common Element or new capital improvement and the amount of any such assessment exceeds $10,000.00, then any such assessment shall be subject to a veto by the Unit Owners entitled to cast at least a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for that purpose and held within forty-five (45) days after notice of any such proposed special assessment has been given to the Unit Owners. The dollar limitation set forth above shall increase automatically each fiscal year, beginning in 2001, in proportion to increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States) (1982-84=100) and published in the "Monthly Labor Review" of the Labor Statistics of the United States Department of Labor or any successor index thereto as selected by the Board of Directors, in its reasonable discretion.

Section 7. Working Capital Fund. There shall be established an initial working capital fund through the payment made by each Unit Owner, upon the purchase of his or her Condominium Unit from Declarant, of an amount equal to twice the monthly installments for Common Expenses for such Unit under the budget then in effect. Declarant shall deliver such funds so collected to the Board of Directors to provide working capital for the Unit Owners' Association. Except as otherwise set forth herein, neither Declarant, any Eligible Mortgagee who obtains title to Unit by foreclosure or deed in lieu thereof, any purchaser at a foreclosure sale, nor any purchaser upon a resale of a Unit, shall be required to pay working capital assessments. The working capital fund may be used for any lawful purpose, as the Board of Directors from time to time shall determine, provided said purpose is then permitted under the regulations of the Federal National Mortgage Association, if then applicable to the Condominium.

Section 8. Obligation to Pay Common Expenses. Except as more particularly set forth in the Declaration with respect to Declarant, each Unit Owner shall be obligated to pay its proportionate share, determined as more particularly set forth in Section 4 of this Article V of the Common Expenses, including those Common Expenses associated with Limited Common Elements assessed against each Unit Owner, assessed by the Board of Directors pursuant to these Bylaws. No Unit Owner may be exempted from liability to contribute toward payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his or her Unit subsequent to the perfection of a sale or other divestiture of title, by operation of law or otherwise, of such Unit by such Unit Owner. Subject expressly to and except as otherwise provided in Section 10 of this Article, the purchaser of a Unit or other successor Unit Owner shall be liable jointly and severally with the divesting Unit Owner for all unpaid assessments which have become due and payable against such divesting Unit Owner's Unit prior to and up to the time of divestiture, without prejudice, however, to any rights of such successor owner to recover from the divesting Unit Owner; provided, however, that any such divesting Unit Owner and successor upon written request shall be entitled to a recordable statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the divesting Unit Owner's Unit, and such successor shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statement. Failure to furnish or make available such statement within ten (10) business days after receipt by the Unit Owners' Association of a second written request therefor, which request shall be given no sooner than ten (10) days and no later than thirty (30) days after the giving of the first written request therefor,

shall extinguish the lien for then unpaid assessments. Notwithstanding anything to the contrary contained in the foregoing, payment of a fee of Twenty-five Dollars ($25.00) or, if greater, the lesser of the amount assessed by the Board of Directors therefor or the maximum amount allowable under the Act shall be required as a prerequisite to the issuance of such a statement.

Section 9. Lien for Assessments. The total annual assessment against each Unit Owner for Common Expenses and any special assessment levied pursuant to these Bylaws, together with interest thereon, and the expenses of the proceedings, including reasonable attorneys' fees, hereby is declared to be a lien against the Unit of such Unit Owner within the purview of the Act, which lien shall be enforced pursuant to Section 703.16 of the Act, as amended or renumbered from time to time, and as provided by law.

Section 10. Subordination and Mortgagee Protection. Notwithstanding any other provision of the Declaration or these Bylaws to the contrary, any lien for assessments shall be subordinate to the rights of the holder of a mortgage made in good faith, for value received, and recorded prior to the date such assessment became due and payable, and such mortgagee or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Unit shall not be subject to a lien for the payment of assessments which have become due and payable prior to the acquisition of title or the taking of possession (whichever first occurs) of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure; provided, that such subordination shall apply only to assessments which have become due and payable prior to such acquisition of title or the taking of possession of such Unit, and such mortgagee or purchaser, their successors and assigns, shall be liable for and such Unit shall be subject to a lien for assessments thereafter becoming due and payable. Any such unpaid assessments for which such mortgagee or purchaser, their successors and assigns, shall not have liability pursuant to this Section shall constitute a Common Expense for which each Unit Owner, including such mortgagee or purchaser, their successors and assigns, shall be liable in proportion to each Unit Owner's obligation to pay Common Expenses.

Section 11. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 12. Late Payment Penalty. In the event of a default by any Unit Owner in paying any Common Expenses or any

other sum assessed against the Unit Owner which default continues for a period in excess of ten (10) days, such Unit Owner shall be obligated to pay a late payment penalty in the amount of five percent (5%) of the entire amount of the installment of Common Expenses or other sums which were due, or such other amount as from time to time shall be determined by the Board of Directors and written notice of which is given to the Unit Owners, and interest on the amount of such assessment from the due date thereof at the lesser of: (a) the greater of: (i) eighteen percent (18%) per annum or (ii) five percent (5%) over the "prime rate" as such rate is announced by Firstar Bank Milwaukee, N.A., its successors or assigns, at its principle place of business from time to time as its "prime rate" or (b) the highest interest rate permitted by law (the "Default Rate").

Section 13. Default in Payment of Common Expenses. In addition to the late payment penalty set forth in Section 12 above, the Board of Directors shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 703.16 of the Act. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Unit Owners' Association or serving on the Board of Directors if the Unit Owners' Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 14. Foreclosure of Liens for Unpaid Common Expenses. In an action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid Common Expenses, the Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. Subject to Section 5(p) of Article III hereof, the Unit Owners' Association or the Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 15. Accounts. Except as otherwise provided in this Article, all sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be held for each Unit Owner in accordance with such Unit Owner's allocable share of the Common Expenses.

Section 16. Books and Accounts. Books and accounts of the Condominium shall be kept under the direction of the Treasurer in accordance with standard bookkeeping procedures. Such books and accounts shall detail the receipts and expenditures of administration and operation of the Condominium, and shall specify the maintenance, repair and service expenses and any other expenses incurred. The amount of any special assessment required for payment of any capital improvement of the Condominium shall be credited upon the books of the Condominium to the "Paid in Surplus" account as a capital contribution.

Section 17. Inspection of Books. The books and accounts of the Condominium shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Eligible Mortgage, and/or its duly authorized agents or attorneys, during normal business hours set and announced for general knowledge within a reasonable time after request therefor.

Section 18. Statement of Common Expenses. The Board of Directors shall promptly provide to any Unit Owner, contract purchaser or mortgagee so requesting the same in writing a written statement in recordable form of all unpaid assessments due from such Unit Owner. A fee of Twenty-five Dollars ($25.00) or, if greater, the lesser of the amount assessed by the Board of Directors therefor or the maximum amount allowed by law may be charged by the Board of Directors for such statement to defray the cost of rendering the same.

Section 19. Utilities. The cost of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses allocated pursuant to Section 4 of this Article V.

Section 20. Audit. The Board of Directors may in its discretion from time to time order an independent audit of all books and records. The cost of such audit shall be a Common Expense.

ARTICLE VI

Repair, Improvement and Use

Section 1. Maintenance and Repair.

(a) By the Unit Owners' Association. Except as otherwise provided in this Section or by the provisions of these Bylaws, the Declaration or the Act, the Unit Owners' Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units, for the performance of any obligations of the Unit Owners' Association pursuant to

any easements and agreements to which the Unit Owners' Association is a party or otherwise bound, for the maintenance, preservation, protection and care of the Significant Trees and for the maintenance of public sidewalks adjacent to the Property, the costs of which shall be a Common Expense.

(b) By the Unit Owner.

(1) Each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof necessary to maintain the good appearance and clean and sanitary condition of such Owner's Unit, including, without limitation, interior walls included as part of a Unit, interior ceilings and floors, and the finished interior surfaces of all perimeter walls, ceilings and floors, kitchen and bathroom fixtures and appliances, lighting, heating and air-conditioning components included as a part of the Unit, and the exposed surfaces (but not structural components) of Limited Common Elements. Each Unit Owner shall do all redecorating, painting and varnishing within a Unit which may at any time be necessary to maintain such good appearance and condition, shall be responsible for replacing light bulbs located within Limited Common Elements and for replacing all broken windows or damaged screens within said Unit Owner's Unit. Each Unit Owner promptly shall report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Unit Owners' Association, its successors and assigns, is responsible.

(2) Each Unit Owner shall perform normal maintenance to any Limited Common Element balcony, deck, porch or yard (other than customary lawn mowing and snow removal at a Unit's principal entryway which shall be performed by the Association) appurtenant to such Unit Owner's Unit and shall keep such Limited Common Element in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water and debris.

(3) Each Unit Owner shall be responsible for all damage to any and all other Units, to the Common Elements, resulting from such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this Section. Each Unit Owner also shall be responsible for any cost and expense charged to such Unit Owner under Section 6.1 of the Declaration, and the expense of any maintenance, repair and/or replacement of any of the Common Elements, including the Limited Common Elements if, in the opinion of not less than a majority of the members of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any member(s) of such Unit Owner's household or family, or of any employee(s), agent(s), licensee(s) or invitee(s) of such Unit Owner(s). All structural repairs or replacements of any and all Common Elements, including the Limited Common Elements, made pursuant to this paragraph shall be

made by the Unit Owners' Association, but the cost thereof shall be borne by the party(ies) responsible therefor as herein provided.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation.

(d) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subsections (a) and (b), specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as EXHIBIT A hereto.

Section 2. Right of Access. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his or her Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Unit Owners' Association, the Board of Directors or the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Eligible Mortgage, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time or not. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

Section 3. Additions, Alterations or Improvements.

(a) By the Unit Owners' Association. Whenever the Common Elements shall require any construction, installation, placement, addition, alteration or improvement costing in excess of Ten Thousand Dollars ($10,000.00), the Board shall notify the Unit Owners thereof and if such construction, installation, placement, addition, alteration or improvement shall not have been vetoed by the Unit Owners' Association in accordance with Section 6 of Article V hereof, then the Board of Directors shall proceed with such construction, installation, placement, addition, alteration or improvement and shall assess all Unit Owners for the cost thereof as a Common Expense. Emergency

repairs, however, necessary to prevent or correct conditions involving manifest danger to life or property, or for the preservation and safety of the Condominium, or for the safety of the Unit Owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Board of Directors on behalf of the Unit Owners' Association without prior notice to the Unit Owners, regardless of the cost limitations imposed by this Section. Any construction, installation, placement, addition, alteration or improvement costing Ten Thousand Dollars ($10,000.00) or less may be made by the Board of Directors on behalf of the Unit Owners' Association without prior notice to the Unit Owners or providing the Unit Owners with an opportunity to veto any such construction, installation, placement, addition, alteration or improvement and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing provisions of this Section, if in the opinion of not less than a majority of the members of the Board of Directors any addition, alteration or improvement is or shall be exclusively or substantially exclusively for the benefit of any Unit Owner or Owners requesting the same, such requesting Unit Owner(s) shall be assessed therefor in such proportion as they jointly shall approve, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

(b) By the Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity or mechanical, electrical or plumbing systems of any of the Buildings or of the Condominium, and interior partitions contributing to the support of any Unit or any Building shall not be altered or removed. No Unit Owner shall make any addition, alteration or improvement, or shall change the appearance of the Common Elements or the exterior appearance of any Unit (including without limitation doors and windows) without prior approval obtained in accordance with the terms and provisions of Section 4 hereof. If application to any governmental authority for a permit to make an addition, alteration or improvement requires execution by the Unit Owners' Association and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Unit Owners' Association by the Board of Directors or any officer designated by the Board of Directors, without, however, incurring any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The foregoing provisions of this paragraph shall not apply to Units owned by Declarant before deeds of conveyance to such Units shall have been delivered. Declarant shall have the right to make any such alterations without the consent of the Board of Directors or any Unit Owner or Eligible Mortgagee, and the Board of Directors shall execute any such application required to accomplish the same.

Section 4. Design Review Committee.

(a) Design Review Committee. The Design Review Committee shall be composed of three (3) Unit Owners or representatives of Declarant appointed by the Board of Directors, one of whom shall be a member of the Board of Directors or, in the event the Board elects not to appoint a separate Design Review Committee, the term "Design Review Committee" shall refer to the Board; provided, however, that until such time as seventy-five percent (75%) of the aggregate of (i) all Units submitted to the Condominium and (ii) all Units which Declarant has the right and option to add to the Condominium pursuant to Article V hereof have been conveyed to parties other than Declarant, the Design Review Committee shall be Declarant.

(b) Construction/Modification of Units, Common Elements and Improvements on the Property. No Unit Owner shall make any addition, alteration, or improvement including, without limitation, repainting or revarnishing or changing the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors, windows, mailboxes, flag poles, bird feeders and/or landscaping) until a written request setting forth the details of the addition, alteration, improvement or change shall have been submitted to and approved in writing as to harmony of external design, soundness and visual aesthetics by the Design Review Committee, which approval may be approved or denied in the Design Review Committee's sole discretion; provided, however, that a Unit Owner may plant a garden to the extent that the Board of Directors has designated a portion of the Limited Common Elements appurtenant to said Unit Owners' Unit as suitable for a garden and the Unit Owner fully complies with any criteria for gardens promulgated by the Board of Directors. The Design Review Committee may not approve any addition, alteration, improvement or change unless such addition, alteration, improvement or change complies with the Act, the Declaration, these Bylaws, and the then current Rules and Regulations.

(c) Guidelines. The Design Review Committee may, subject to the approval of the Board of Directors, develop and promulgate policy guidelines for the application of the architectural control provisions set forth herein. The policy guidelines may include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the Unit Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the

Unit Owners and subject to the approval of the Board of Directors.

(d) Submittal Requirements. Unit Owners requesting approval pursuant to this Section may be required to submit such supplemental information, including plans and specifications, containing such additional detail as the Design Review Committee may reasonably request.

(e) Procedure. Within thirty (30) days after the receipt by the Design Review Committee of all of the information requested from a Unit Owner in connection with any proposed addition, alteration or improvement, the Design Review Committee shall, in a writing to such Unit Owner, approve, approve with specified conditions, or refuse the Unit Owner's request with respect to any such addition, alteration or improvement.

(f) Appeal. Any action, ruling or decision of the Design Review Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board of Directors may modify or reverse any such action, ruling or decision.

(g) Violations. The Board of Directors shall have the power to impose reasonable fines and to issue a cease and desist request to any Unit Owner, his/her guests, invitees, or lessees, whose actions are inconsistent with the provisions of this Section in accordance with the terms and provisions of Article XII hereof and, at the sole option of the Unit Owner's Association, to correct any such condition in violation of this Section in accordance with Section 2 of this Article VI.

(h) Declarant Excluded. Notwithstanding anything to the contrary contained herein, this Section 4 shall not apply to Declarant and Declarant may make or construct any improvement, addition, or alteration without obtaining the approval of the Board or the Design Review Committee or otherwise being required to comply with this Section.

Section 5. Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used in accordance with the provisions of Article VII of the Declaration and as follows:

(a) A Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, the residential zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Condominium, and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the Condominium be used as a school or music studio. Except for

such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit. Nothing in these Bylaws shall be construed to prohibit Declarant from using any Unit owned or leased by Declarant for promotional, marketing or display purposes, or from using any appropriate portion of the Common Elements for closing of sales of Units and for marketing, promotional and customer service purposes.

(b) No Unit shall be leased or rented for less than an initial term of six (6) months or otherwise for transient purposes. No portion of any Unit (other than the entire Unit) shall be leased for any period, except that a reasonable number of roommates shall be permitted. No Unit Owner shall lease a Unit other than by written instrument which shall (i) require the tenant thereunder to comply with the Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same from time to time may be amended, (ii) provide that any failure to so comply shall constitute a default thereunder, and (iii) provide that the Board of Directors shall have the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder upon forty-five (45) days prior written notice to the Unit Owner in the event of a default in the performance by tenant under the lease. The Board of Directors may require a standard form lease for use by all Unit Owners. Promptly following the execution of any lease of a Unit, the Unit Owner of such Unit shall deliver a conformed copy thereof to the Board of Directors. The foregoing provisions of this paragraph, except the restriction against use or occupancy for transient purposes, shall not apply to Units owned by the Unit Owners' Association or Declarant.

(c) Nothing shall be done or kept in any Unit or in or on the Common Elements which will increase the rate of insurance for the Condominium, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in a Unit or in or on the Common Elements which will result in the cancellation of insurance on the Condominium or which would be in violation of any public law, ordinance or regulation. No waste will be committed in, on or to the Common Elements. Nothing herein shall in any way be deemed to limit or proscribe the activities of Declarant.

(d) Parking spaces designated as such on the Plats, if any, shall be used for self-service parking purposes for visitors only on a first come, first serve basis, unless otherwise determined by the Board of Directors; provided, however, that Declarant may use such parking spaces for sales and marketing purposes. No Unit Owner shall have parked on the Common Element parking spaces, if any, more than one vehicle used by its visitors without the prior written consent of the Board of

Directors and no such vehicle shall be permitted to park overnight on the Common Element parking spaces, if any, for a period of more than seven consecutive days or for more than ten (10) days in any consecutive thirty (30) day period.

(e) Trailers, campers, recreational vehicles, all terrain vehicles, snow mobiles, motorcycles, boats, buses, trailers and other large vehicles may be parked on the Property only if parked in the garage included as part of the Unit so that the door of said garage can be completely closed when the vehicle is in the garage. Unless so parked in a Unit's garage no such vehicle may be parked on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(f) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed two per Unit, without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.

(g) Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon three (3) days' written notice from the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless such person cleans up completely after any such pet. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors, the Managing Agent, and Declarant from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered and inoculated as required by law. Milwaukee County, its representatives, agents or independent contractors are authorized to enter onto the Condominium and enforce any applicable ordinances, rules and regulations with respect to animals promulgated by said County.

(h) No Unit, except those Units owned by Declarant, shall be subjected to or used for any fractional interest ownership, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or

periodic occupancy by multiple unit owners, cooperators, licensees, or fractional interest owners.

(i) The Common Elements shall be used only for the furnishing of the services and facilities for which they reasonably are suited and which are incident to the use and occupancy of the Units and, by Declarant, for promotional marketing, and display purposes.

(j) No fences or retaining walls or similar structures may be erected in the Condominium except for those fences, retaining walls or similar structures erected by Declarant or with the prior written consent of the Board of Directors.

(k) No satellite receiving systems or stations or exterior antennae of any kind shall be maintained on a Unit or upon the Common Elements, except for any master antennae or systems which may be provided by Declarant or with the prior written consent of the Board of Directors and except for an 18 inch or smaller private satellite dish which may be installed in a location on a Unit approved by the Declarant or the Association provided said dish is not visible from the street and provided further that any interference or nuisance caused by said dish shall immediately be corrected, and any and all repairs necessitated as a result of the installation or operation or existence of such dish shall immediately be undertaken and completed, by and at the cost and expense of the Unit Owner of the Unit with respect to which such dish has been installed.

(l) No person may post any advertisement, poster or sign of any kind on the exterior of a Unit or in the windows of a Unit, except for a single "For Sale" sign not to exceed 2' by 2' in size and except as permitted by the Board of Directors or when required by law; provided, however, that any sign permitted by the Board of Directors or required by law shall not under any circumstances be larger than 2' by 2' and provided, further, that holiday decorations may be displayed on the interior of windows during a reasonable period of time during which the applicable holiday falls, but in no event to exceed forty-five days (a "Reasonable Holiday Period"). The right is reserved by Declarant or its agents to use any unsold Unit or Units or any Unit or Units leased by Declarant for model, sales, resales and/or rental offices and/or for any other lawful purpose or purposes, and to display "For Sale", "For Rent" and "development" signs of any size on the Common Elements, or on any such Unit or on the Building where such Unit is located, and the right is hereby given to any Eligible Mortgagee who may become the fee simple owner of any Unit to place such signs on any Unit owned by such Eligible Mortgagee.

(m) A Unit Owner or resident shall not cause anything to be affixed or attached to, hung, displayed or placed on

exterior walls, doors, balconies or windows of the Building; provided, however, that holiday lights and decorations may be displayed on the interior of windows during a Reasonable Holiday Period and, with the permission of the Board, which permission may be withheld for any reason whatsoever, holiday lights and decorations may be displayed on the exterior of a Unit and in Common Elements during a Reasonable Holiday Period.

(n) The sidewalks, driveways, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes. Notwithstanding the foregoing, Declarant may obstruct any such passageways in connection with the construction of Units on the Property or the Expansion Lands.

(o) No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Unit Owner's Association. The requirements from time to time of the company or governmental agency providing trash removal services for disposal or collection shall be complied with and all receptacles for storage or disposal of such material shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, during any construction of the Property or the Expansion Lands, the Declarant shall not be obligated to comply with the foregoing requirements.

Section 6. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated, amended and/or repealed by the Board of Directors, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, the Declaration or these Bylaws. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

ARTICLE VII

Alienation of Condominium Units

Section 1. No Severance of Ownership. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Act, the undivided interest in the Common Elements allocated to any Unit shall not be altered and any purported transfer, encumbrance or other disposition of such interest without the Unit to which it appertains shall be void. A Unit Owner's sale of its Unit shall include the sale of (a) the undivided percentage interest in the General and Limited Common Elements appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its

nominee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Unit Owners' Association, including, without limitation, any easements benefitting the Unit Owners' Association and any memberships in any associations, private clubs or similar organizations (the interests described in subparagraphs (a), (b) and (c) hereof are hereinafter collectively called the "Appurtenant Interests"). No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 2. Resales of Units.

(a) Resales of Units by Unit Owners other than Declarant are governed by law. Section 703.33 of the Act requires a Unit Owner other than Declarant to obtain from the Unit Owners' Association and to furnish to his or her purchaser prior to the contract date of disposition certain financial and other statements and assurances concerning the Unit and the Condominium. In the absence of a written agreement to the contrary, the failure of the Unit Owners' Association to provide such statements and assurances in the manner and within the time periods provided by the Act, shall render, at the option of the purchaser, the contract of purchase void. The Act imposes other obligations on a Unit Owner and contains additional provisions concerning Unit Owners other than Declarant, purchasers and the Unit Owners' Association in connection with the resale of a Unit. All Unit Owners are directed to the Act, including, specifically, but without limitation, Section 703.33, prior to entering into a contract for the resale of a Unit.

(b) No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he or she shall have paid in full to the Association all unpaid common expenses, including, without limitation, special assessments, theretofore assessed by the Board of Directors against his or her Unit.

Section 3. Leasing of Units.

Leases of Units by Unit Owners other than Declarant are governed by Section 5(b) of Article VI of these Bylaws and Article VIII of the Declaration.

Section 4. Financing of Purchase of Units by Association.

(a) Acquisition of Units by the Unit Owners' Association or its designee, on behalf of all Unit Owners, pursuant to Section 5(p) of Article III may be made from the working capital and assessments for Common Expenses in the hands of the Board of Directors, or if such funds are insufficient, the Unit Owners' Association may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit so to be acquired by the Unit Owners' Association. Title to any real or personal property acquired by the Unit Owners' Association shall be taken in the name of the Unit Owners' Association. The Unit Owners' Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181 of the Wisconsin Statutes, as the same may be amended from time to time. All costs of obtaining financing for the acquisition of a Unit and for the repayment of monies borrowed for such purpose, including principal and interest, shall be Common Expenses of the Condominium and payable as assessments by the Unit Owners. The proceeds from the sale of any such Unit after repayment of any borrowed funds and special assessments, if any, levied for such purpose shall be deposited in such funds as the Board of Directors may establish and shall be disbursed by the Board of Directors as the Unit Owners' Association shall determine.

(b) In the event that a Unit shall be acquired by the Unit Owners' Association or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE VIII

Insurance

Section 1. General Requirements.

(a) Each policy of insurance purchased by the Board of Directors pursuant to this Article shall provide to the fullest extent applicable as follows:

(1) The named insured under such policies shall be the Unit Owners' Association as trustee for each of the Unit Owners in accordance with each Unit Owner's Percentage Interest;

(2) In no event shall any such insurance be brought into contribution with insurance purchased by individual Unit Owners or their Eligible Mortgagees;

(3) The insurer waives (i) any right to claim by way of subrogation against the Declarant, the Unit Owners' Association, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners, the members of their households; and (ii) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

(4) Such policy shall not be cancelled, invalidated or suspended due to the act or omission of any Unit Owner (including any member of his or her household and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent;

(5) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior notice to the Board of Directors and the Managing Agent, and in the case of physical damage insurance, to all Eligible Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;

(6) Any "no other insurance" clause contained in the master policies shall expressly exclude individual Unit Owners' policies from its operation; and

(7) The master policy shall contain a standard mortgagee clause, without contribution, in favor of each Eligible Mortgagee, its successors and assigns, to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee set forth in this Article.

(b) All policies of insurance shall be written by companies with a financial rating of A or better under Best's Rating Guide (or any comparable rating under a revised rating guide).

Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a blanket all-risk policy of physical damage insurance, with extended coverage, insuring the entire Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units), together with all heating and air-conditioning equipment and

other service machinery contained therein, and covering the interests of the Unit Owners' Association, the Board of Directors and all Unit Owners and their Eligible Mortgagees, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in this Article, in an amount equal to one hundred percent (100%) of the full replacement value of the Condominium based on the then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. Such insurance shall contain the following endorsements to the extent reasonably obtainable: (i) Special Condominium Endorsement; (ii) Agreed Amount and Inflation Guard Endorsement; (iii) Construction Code Endorsement; (iv) Demolition Cost Endorsements; (v) Contingent Liability from Operation of Building Laws Endorsement; and (vi) Increased Cost of Construction Endorsement. Such policy of physical damage insurance shall also provide or include to the extent obtainable that the insurer will issue to each Unit Owner a certificate or subpolicy specifying the portion of such policy allocated to his or her Unit and the Percentage Interest of such Unit in the Common Elements. The amount of such coverage shall be reviewed annually by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be redetermined when and as the Board of Directors deems advisable.

(b) A certificate of insurance or a true and certified copy of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting the same.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors from time to time may determine in accordance with this Section, insuring each member of the Board of Directors, the Managing Agent, the Unit Owners' Association, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain to the extent obtainable: (i) libel, slander, false arrest and other personal injury offenses coverage; (ii) medical payments coverage; (iii) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (iv) hired and non-owned vehicle coverage; (v) host liquor liability coverage with respect to events sponsored by the Association; (vi) property or others

coverage; (vii) broad form property damage coverage; (vii) contractual and all written contract coverage; (viii) coverage for liability resulting from law suits related to employment contracts in which the Unit Owners' Association is a party; and (ix) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of the negligent acts of the Unit Owners' Association, the Board of Directors, the Managing Agent or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be written in an amount less than Two Million Dollars ($2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits in the discretion of the Board of Directors also may be obtained.

Section 4. Other Insurance. The Board of Directors may obtain and maintain:

(a) Directors and officers liability coverage and fidelity bond coverage to protect against wrongful and dishonest acts on the part of the officers, directors, employees and other agents of the Unit Owners' Association, including the Managing Agent, who either handle or are responsible for handling the funds held or administered by the Unit Owners' Association. Fidelity bonds shall (i) name the Unit Owners' Association as an obligee; (ii) be written in such amounts as from time to time shall be required by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association to the extent applicable; (iii) contain waivers of any defense based upon the exclusion for persons who serve without compensation from any definition of "employee" or similar expression; and (iv) include provision for ten (10) days' written notice to the Association and each servicer of any Mortgage owned by the Federal National Mortgage Association before the bond can be cancelled or substantially modified;

(b) If the Condominium is located in an area at any time designated as having special flood hazards, a blanket policy of flood insurance in an amount equal to one hundred percent (100%) of the insurable value of all Buildings and other insurable property located in the flood hazard area, based upon the then replacement cost, or, the maximum coverage available under the National Flood Insurance Administration Program, as amended, whichever is less;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law; and

(d) Such other insurance as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of the Unit Owners, or as required by the Federal

Home Loan Mortgage Corporation, the Federal National Mortgage Association or by law.

Section 5. Separate Insurance. Each Unit Owner shall have the right, at such Owner's expense, to obtain insurance for his or her own Unit and for his or her own benefit and to obtain insurance coverage upon such Unit Owner's personal property and for such Unit Owner's personal liability as well as upon any permitted betterments and improvements made by such Unit Owner to his or her Unit.

Section 6. Insurance Trustee.

(a) All physical damage insurance policies purchased by the Board of Directors shall provide that, with respect to any single loss, if the proceeds thereof exceed One Hundred Thousand Dollars ($100,000.00), then all such proceeds shall be paid in trust to such bank, insurance company, trust company or other agency, with trust powers, located in the State of Wisconsin, as may be designated by the Board of Directors (which trustee herein is referred to as the "Insurance Trustee"). If such proceeds do not exceed One Hundred Thousand Dollars ($100,000.00), then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the provisions of Article IX of these Bylaws.

(b) The Board of Directors shall enter into an Insurance Trust Agreement with the Insurance Trustee chosen by the Board of Directors. The Insurance Trust Agreement shall provide that the Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same, in trust, for the purposes stated in these Bylaws for the benefit of the insureds and their beneficiaries.

Section 7. Board of Directors as Agent. By acceptance of the deed to his or her Unit, each Unit Owner shall be deemed to have appointed the Unit Owners' Association as his or her attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

ARTICLE IX

Repair and Reconstruction After Fire or Other Casualty

Section 1. General Requirements.

(a) When Repair and Reconstruction are Required. Except as provided in paragraph (b) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Unit Owners' Association by unanimous consent pursuant to Section 15, Article II of these Bylaws and shall constitute the determination by the Unit Owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions and except as provided in paragraph (b) of this Section, such a determination is submitted to the vote of the Unit Owners, then the vote of one Unit Owner shall be sufficient to determine to repair or reconstruct.

(b) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds and if within one hundred twenty (120) days after the date of such destruction Unit Owners owning Units to which at least seventy-five (75%) of the votes in the Unit Owners' Association appertain and Eligible Mortgagees holding two-thirds of all Eligible Mortgages owned in the Condominium agree to waive and terminate the Condominium regime, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his or her heirs, personal representatives, successors or assigns, shall have an exclusive right of occupancy

of that part of the Condominium which formerly constituted his or her Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board of Directors shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.

(b) Casualty Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair and reconstruction is required, or if at any time during reconstruction and repair, the funds for the payment thereof are insufficient, special casualty assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors. Such special casualty assessments shall not be allocated among Units in the manner provided in Section 6 of Article V hereof (relating to special assessments relating to repair or replacement of Limited Common Elements), but shall instead be deemed to be a general obligation of all Unit Owners; accordingly, the Board of Directors shall levy such special casualty assessments against all Unit Owners in proportion to the each Units' obligation to pay Common Expenses. Special casualty assessments shall not require the approval of the Unit Owners' Association, anything in these Bylaws to the contrary notwithstanding.

(c) Determination Amount of Special Casualty Assessment; Use of Reserve Funds. If the Board of Directors determines that the repair or reconstruction of any portion of the Condominium (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any reserve fund at its then current level, the Board of Directors may utilize such reserve fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment. Any savings resulting therefrom shall be attributed to the Unit Owners owning Units benefitted by any such reserve fund.

(d) Plans and Specifications. Any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 3. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections of special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars ($100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars ($100,000.00), then the construction fund shall be disbursed in payment of such costs by the Insurance Trustee upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Insurance Trustee to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (a) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 2 of this Article in proportion to their payments, and if special casualty assessments were not levied, any balance shall be disbursed in the same manner as surplus common assessments are disbursed pursuant to Section 4 of Article V hereof.

(c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other

Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Unit Owners' Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. Common Elements: When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

ARTICLE X

Condemnation

In the event of a taking under the power of eminent domain, the allocation of the award and the obligation of the Association to repair or reconstruct shall be as set forth in Section 703.19 of the Act, as amended or renumbered from time to time, and generally in accordance with the procedure for casualty repairs described in Section 2 and Section 3 of Article IX hereof.

ARTICLE XI

Mortgagees

Section 1. Notices. Whenever so requested in writing by an Eligible Mortgagee, the Board of Directors promptly shall report to such Eligible Mortgagee (a) any sixty (60) day delinquency in the payment of assessments due by the Unit Owner of the mortgaged Unit, (b) any material damage to such Unit or to the Common Elements, and of any condemnation or similar proceeding which may affect the Eligible Mortgagee, (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action requiring the consent of Eligible Mortgagees in the Section of the Declaration captioned "Approval of Mortgagees".

Section 2. Representation at Association Meetings. All Eligible Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners' Association and shall have the right to speak thereat.

ARTICLE XII

Compliance and Default

Section 1. Unit Owners Subject to Act, Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Unit Owners' Association or Declarant to the relief as provided in this Article.

Section 2. Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Unit Owners' Association, the Board of Directors, the Managing Agent, or Declarant shall not constitute an election of remedies.

Section 3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 4. Fines. The Board of Directors may levy reasonable fines against Unit Owners for violations of the Rules and Regulations, the Condominium Documents or the Act by the Unit Owner, his or her family members, guests, invitees, employees and/or agents. No fine may be levied for more than one percent (1%) of such Unit Owner's annual assessment for any one violation; but each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are special assessments and shall be collectible as such.

Section 5. No Waiver of Rights. The failure of the Unit Owners' Association or Declarant to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners' Association or Declarant to enforce such right, provision, covenant or condition in the future. All rights, remedies and

privileges granted to the Unit Owners' Association or to Declarant pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

Section 6. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws or the breach of any provision of the Act or the Declaration shall give the Unit Owners' Association and Declarant the right, in addition to any other rights set forth in these Bylaws (i) to enter the Unit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that constitutes such violation and neither the Board of Directors nor Declarant shall thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law.

Section 7. Grievance Procedure.

(a) The Board of Directors or any Unit Owner may file a written complaint with the Secretary of the Unit Owners' Association against another Unit Owner, (expressly excluding, however, Declarant, unless Declarant consents thereto) or the Association for violation of the Act, the Declaration, these Bylaws and any Rules and Regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the Unit Owner complained of by personal delivery or by certified mail, return receipt requested. The Unit Owner complained of may within fifteen (15) days of the delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations of the notice. If, within the time period allowed, the Unit Owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held no more than thirty (30), but not less than fourteen (14) days, after delivery or mailing of a notice of hearing to the parties.

(b) Upon delivery or mailing of the notice of hearing, the President of the Unit Owners' Association shall appoint the Grievance Committee. The Grievance Committee shall consist of Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

(c) The hearing shall be conducted by the Grievance Committee. The parties and the Grievance Committee shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners.

(d) Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the Bylaws, impose a fine as described in Section 4 above.

ARTICLE XIII

Miscellaneous

Section 1. Amendments. These Bylaws may be amended by the agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Unit Owners' Association appertain and in the manner provided by Section 703.10(5) of the Act. No such amendment shall be effective until an affidavit of an officer of the Unit Owners' Association setting forth said amendment and stating that the requisite number of Unit Owners have consented to such amendment is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act or the Declaration. An amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Act (with specific reference to Section 703.10 thereof), and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(i) so long as Declarant is the only Unit Owner, Declarant may amend these Bylaws without the consent or approval of any party;

(ii) so long as Declarant shall be the Unit Owner of Units to which at least twenty-five percent (25%) of the Percentage Interests in the Unit Owners' Association appertain (determined in accordance with Section 1(e) of Article III) and so long as not less than ten (10) years has expired from the date of the first conveyance to any purchaser of any Unit in the Condominium, Section 1 of Article III shall not be amended without the consent in writing of Declarant;

(iii) so long as Declarant owns one or more Units or the Expansion Lands, or any part thereof, no amendment to these Bylaws shall be adopted that could unreasonably interfere with the sale, lease or other disposition by Declarant of Unit(s) in the Condominium or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to Declarant hereunder or which would impose any discriminatory charge or fee against Declarant;

(iv) no amendments to these Bylaws shall be adopted that could abridge, modify, eliminate or otherwise affect any privilege granted or reserved by the provisions of these Bylaws to Eligible Mortgagees; and

(v) this Section 1 shall not be amended except with the unanimous agreement of all of the Unit Owners in the Unit Owners' Association.

Section 2. Execution. Unless otherwise provided by a resolution of the Board of Directors, any documents or instruments, including, without limitation, amendments to these Bylaws or the Declaration, executed on behalf of the Unit Owners' Association shall be properly executed if signed by the President or Vice President and attested to by one other officer of the Unit Owners' Association.

Section 3. Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit, (i) if to a Unit Owner, at the address that the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners' Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to

this Section. If a Unit is owned by more than one person, each person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 4. Merger. Any merger or consolidation of the Unit Owners' Association with another corporation shall require the agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Unit Owners' Association appertain and, to the extent applicable, shall be accomplished in compliance with the provisions of Sections 703.10(5) and 703.275 of the Act and Section 10.4 of the Declaration.

Section 5. Invalidity. The invalidity of any portion of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 6. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Dated: _____, 1999.

_____

_____

_____

EXHIBIT A

CHART OF MAINTENANCE RESPONSIBILITIES

Item:	Association Responsibility	Owner Responsibility
Driveway	X	
Mailbox	X	
Garage Coach Lights (electricity and light bulbs)		X
Garage Lights (interior) (electricity and light bulbs)		X
Original Landscaping	X	
Sewer System (maintenance of laterals)	X	
Sewer System (fees)	X	
Water System	X	
Garage Door and Related Mechanical Equipment, if any		X
Entryway Lights (light bulbs)		X
Entryway Lights (electricity)		X
Grounds Lights	X	
Screens (house and porch)		X
Windows		X
Sliding Glass Doors		X
Sidewalks/Walkways	X	
Front Stoop/Steps (maintenance*)	X	
Stoop (structural maintenance)	X	
Decks and/or Balconies (structural)		X
Decks and/or Balconies (maintenance*)		X
Screen and Storm Window Enclosures		X
Roof Repair	X	
Gutters/Leaders	X	
Fences/Walls	X	
Front Door		X
Exterior Painting	X	
Gateways at Entrance of Condominium	X	
Fences	X	
Retaining Walls	X	

Item:	Association Responsibility	Owner Responsibility
Private Road(s)	X	
Street Lights (electricity and light bulbs)	X	
Yards (mowing and fertilizing)	X	
Back door stoop and any walkway or breezeway (maintenance*)		X
Signage/Entranceway	X	
Significant Trees	X	

*Maintenance, includes snow removal, sweeping, and similar items.

EXHIBIT "B"
TO
BYLAWS
OF
EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

INITIAL PERCENTAGE INTERESTS

SQUARE FOOTAGES

Unit Type	A	1,988
Unit Type	B	1,894
Unit Type	C	2,269
Unit Type	D	1,932
Unit Type	E	1,730
Unit Type	F	1,971
Unit Type	G	1,758
Unit Type	H	1,666
Unit Type	I	1,764

Building -- Street Address	Unit Type	Square Feet	Percentage Interest
Building One			
2320 East Edgewood Ave	A	1,988	8.76%
2322 East Edgewood Ave	B	1,894	8.34%
2324 East Edgewood Ave	C	2,269	9.99%
Building Two			
3513 North Prospect Ave	G	1,758	7.74%
3517 North Prospect Ave	H	1,971	8.68%
3519 North Prospect Ave	I	1,730	7.62%
Building Five			
2312 East Edgewood Ave	F	1,971	8.68%
2314 East Edgewood Ave	E	1,730	7.62%
2316 East Edgewood Ave	D	1,932	8.51%
Building Six			
2302 East Edgewood Ave	I	1,730	7.62%
2304 East Edgewood Ave	H	1,971	8.68%
2306 East Edgewood Ave	G	1,758	7.74%
TOTALS		22,702	100.00%

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

RULES AND REGULATIONS

IMPORTANT INFORMATION
Please keep this information with your governing documents

Edgewood Place Condominium Association, Inc.

RESOLUTION ADOPTING RULES REGARDING INSURANCE DEDUCTIBLES

WHEREAS the Board of Directors of Edgewood Place Condominium Association, Inc. (the "Association") has the power to exercise for the association all the powers necessary to administer the Condominium, pursuant to Article III, Section 5 of the Bylaws;

WHEREAS the Board of Directors has the specific power of "making and amending Rules and Regulations respecting the use and enjoyment of the Condominium" pursuant to Article III, Section 5(f) of the Bylaws, and may promulgate "Rules and Regulations concerning the operation and use of the Common Elements," pursuant to Article VI, Section 6 of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules and Regulations:

Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on January 11, 2016, with the policies to take effect on January 11, 2016.

President

Secretary

WHD/12182524.1

RESOLVED THAT in order to comply with the Village Code and at the express request of our insurance carrier, the following rule be added to the Rules and Regulations of Edgewood Place Condominium Association, Inc.

No hibachi, gas fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet of any structure. The use of an electric grill is permitted and recommended.

Any original owner with a natural gas line to their patio installed during the initial construction of their unit may continue to use the gas line to fire a grill. However upon sale or other transfer of the unit to a new owner the gas line must be disconnected and the above rule would apply.

Adopted by the Board of Directors on October 6, 2021.

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.
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ARTICLES OF INCORPORATION
OF
EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I
Name

The name of the Corporation shall be Edgewood Place Condominium Association, Inc.

ARTICLE II
Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III
Purposes

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Milwaukee County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium (as the same may be amended from time to time, the "Declaration") for Edgewood Place Condominium (the "Condominium") as recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin;

(b) To serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct, care for and/or make additions to the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, non-profit corporation may be organized under the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV
Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the Bylaws of the Corporation including, without limitation, the following:

(a) To exercise exclusive management and control of the common elements described in the Declaration;

(b) To operate, repair, replace, reconstruct, protect, maintain and/or make additions to the common elements as described in the Declaration;

(c) To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

(d) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(f) To determine, levy, collect and enforce assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties including, without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

(g) To borrow money for the purpose of improving, repairing, and maintaining the common elements described in the Declaration, and in aid thereof to mortgage any and all of its real or personal property as security for money borrowed or debts incurred;

(h) To grant easements and dedicate, sell or transfer all or any part of the common elements described in the Declaration to any state or municipal agency, authority or utility;

(i) To participate in mergers, consolidations or contracts with other nonprofit corporations organized for the same purposes;

(j) To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

(k) To adopt and amend rules and regulations governing the use and operation of the Property;

(l) To enforce by legal means the provision of the Wisconsin Condominium Ownership Act, the Declaration, the Bylaws of the Corporation and any rules and regulations governing the use and operation of the Property;

(m) To establish and maintain one or more accounts for deposit and withdrawal of the funds of the Corporation; and

(n) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V
Members

There shall be one class of members designed as "unit owners." The rights and qualifications of members are set forth in the Bylaws of the Corporation.

ARTICLE VI
Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 111 East Wisconsin Avenue, Suite 1700, Milwaukee, Wisconsin 53202, and the registered agent shall be Edgewood Place LLC. The address of the registered agent is 111 East Wisconsin Avenue, Suite 1700, Milwaukee, Wisconsin 53202.

ARTICLE VII
Amendments

These Articles may be amended by the agreement of those members to which at least sixty-seven percent (67%) of the votes in the Corporation appertain and in the manner provided by the Wisconsin Condominium Ownership Act.

ARTICLE VIII
Directors

The number of directors of the Corporation shall be fixed in the Bylaws of the Corporation and in no event shall be less than three. The manner in which directors shall be elected, appointed and removed shall be set forth in the Bylaws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

NAME	ADDRESS
Barry R. Mandel	111 East Wisconsin Avenue, #1700 Milwaukee, Wisconsin 53202
David A. Pavela	111 East Wisconsin Avenue, #1700 Milwaukee, Wisconsin 53202
Richard W. Lincoln	111 East Wisconsin Avenue, #1700 Milwaukee, Wisconsin 53202

ARTICLE IX
Incorporator

The name and address of the incorporator of the Corporation is:

Richard W. Lincoln — 111 East Wisconsin Avenue, #1700
Milwaukee, Wisconsin 53202

ARTICLE X
Nonprofit

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its Bylaws.

ARTICLE XI
Liability

The members shall not be liable for the obligations of the Corporation except as provided for and authorized under the Declaration.

Executed in duplicate this 11th day of February, 1999.

Richard W. Lincoln, Incorporator

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 11th day of February, 1999, the above-named Richard W. Lincoln, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

ARLENE J. DONLEY NOTARY PUBLIC STATE OF WISCONSIN

Name: Arlene J. Donley
Notary Public, State of Wisconsin
My commission expires April 22, 2001

This document was drafted by and should be returned after filing to Sarah O. Jelencic, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

THERE ARE CURRENTLY NO EASEMENTS IN PLACE

DEVELOPMENT AGREEMENT

by and among

Village of Shorewood, Wisconsin

and

Community Development Authority of the Village of Shorewood

and

Mandel Group, Inc.

Dated as of

June 16, 1997

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and effective as of June 16, 1997, by and among the Village of Shorewood, Wisconsin, a political subdivision of the State of Wisconsin (the "Village"), the Community Development Authority of the Village of Shorewood, a municipal body corporate (the "CDA"), and Mandel Group, Inc., a Wisconsin corporation (the "Developer").

ARTICLE I

INTRODUCTION

Section 1.01 Preamble. On August 2, 1993, the Village Board of the Village (the "Village Board") adopted its Resolution No. 93-14, pursuant to its authority under Sections 66.436 and 66.4325 of the Wisconsin Statutes, thereby establishing the CDA. Among other matters, the CDA was charged with conducting urban renewal and community development programs that would serve the redevelopment purposes set forth in the Redevelopment Act (as defined below). On November 25, 1996, the Village Board adopted its Resolution No. 96-08, directing the Authority and other Village bodies to initiate the redevelopment of the Development Property (as defined below). Subsequent thereto and in accordance therewith, (i) the Village acquired the Development Property, (ii) the CDA and the Village Board established the Redevelopment Area (as defined below) and adopted the Redevelopment Plan (as defined below), and (iii) the Village rezoned the Development Property as a Planned Development District. In

furtherance of the aforementioned Resolution No. 96-08 and the Redevelopment Plan, the parties hereto now propose the development of the Development Property in accordance with this Agreement.

Section 1.02 Purpose of the Agreement. The purpose of this Agreement is to provide for the transfer of the Development Property to the Developer, to facilitate the private development of the Development Property in conjunction with municipal improvements and other inducements made a part of this Agreement, to provide a framework within which the said development, improvements and inducements may proceed, and to record the understandings and undertakings of the parties with respect thereto.

Section 1.03 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

"Agreement" -- This Agreement, including any and all exhibits hereto.

"Closing" -- Either the Phase I Closing or the Phase II Closing.

"Developer" -- Mandel Group, Inc. or any other entity of which Barry R. Mandel is a principal, or a designee of Mandel Group, Inc. acceptable to the Village and the CDA.

"Development" -- The Development defined and described in Section 2.02.

"Development Property" -- The Development Property defined and described in Section 2.01 and shown on Exhibit A hereto.

"Investigations" -- The Investigations defined in Section 3.01.

"Phase I Closing" -- The closing of the various transactions relating to the Phase I Development, at the time and place described in Section 4.01.

"Phase II Closing" -- The closing of the various transactions relating to the Phase II Development, at the time and place described in Section 8.01.

"Phase I Development" -- The Phase I Development defined and described in Section 2.02.

"Phase II Development" -- The Phase II Development defined and described in Section 2.02.

"Phase I Development Property" -- The Phase I Development Property defined and described in Section 2.01 and depicted on Exhibit B hereto.

"Phase II Development Property" -- The Phase II Development Property defined and described in Section 2.01 and depicted on Exhibit B hereto.

"Phase I Public Improvements" -- The Phase I Public Improvements defined and described in Section 2.03.

"Phase II Public Improvements" -- The Phase II Public Improvements defined and described in Section 2.03.

"Prohibitive Condition" -- A Prohibitive Condition as defined in Section 3.01.

"Proposal" -- Collectively, the proposal by Developer dated March 25, 1997, the letter by the Developer dated May 12, 1997, the revised proposal dated May 29, 1997, the CDA's counter thereto dated June 4, 1997, the letter by the Developer dated June 5, 1997, and the memorandum and attachments by the CDA dated June 9, 1997.

"Public Improvements" – The Public Improvements defined and described in Section 2.03.

"Redevelopment Act" – Section 66.431 of the Wisconsin Statutes, as amended or renumbered from time to time.

"Redevelopment Area" – The redevelopment area described in the Redevelopment Plan.

"Redevelopment Plan" – The Edgewood Area Redevelopment Plan approved by the CDA on February 13, 1997 and by the Village Board on February 17, 1997, and recorded in the Office of the Milwaukee County Register of Deeds on March 12, 1997 as Document No. 7339821.

"Significant Trees" – Collectively, all trees designated as "A" trees or "B" trees on Exhibit C hereto.

"TIF District" – The TIF District defined in Section 3.03.

"Timetable" – The Timetable defined in Section 3.02.

"Year" – For purposes of this Agreement, Year 1 commences on the date of the Phase I Closing and ends 365 days thereafter, with each succeeding Year following consecutively thereafter.

ARTICLE II

DESCRIPTION OF DEVELOPMENT

Section 2.01 Development Property. The "Development Property" is that parcel of land bordered by East Edgewood Avenue, North Maryland Avenue, East Stratford Court and North Prospect Avenue, legally described as follows:

> Lots 1 to 28 inclusive, together with the vacated alley adjoining said Lots 1 to 9 and 20 to 28 in Block 7, Menlo Park, being a subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 10, Town 7 North, Range 22 East

in the Village of Shorewood, County of Milwaukee, State of Wisconsin, and shown on Exhibit A hereto. The Development Property collectively includes the "Phase I Development Property" and the "Phase II Development Property", each depicted on Exhibit B hereto.

Section 2.02 Development. The Development includes the purchase of the Development Property and the construction of a residential development thereon including thirty-eight (38) living units and related improvements, all as set forth in the Proposal and pursuant to plans and specifications to be submitted to and approved by the Village Design Review Board, the Village Plan Commission and the Village Board. The Development collectively includes the "Phase I Development" and the "Phase II Development". The Phase I Development includes the purchase of the Phase I Development Property and the construction of eighteen (18) living units and related improvements thereon, and the Phase II Development includes the

purchase of the Phase II Development Property and the construction of twenty (20) living units and related improvements thereon.

Section 2.03 Public Improvements. The Public Improvements include the following public works, improvements or other actions:

a. Acquisition of the Development Property from Columbia Hospital, Inc. and the relocation of all occupants therefrom (both of which actions have already occurred);

b. Phase I and phase II environmental assessments of the Development Property, and remediation of any environmental conditions indicated therein, as necessary; further, if the Developer at any time encounters any environmental conditions which were present at the Phase I Development Property at the time of the Phase I Closing and which require remediation thereafter, or which were present at the Phase II Development Property at the time of the Phase II Closing and which require remediation thereafter, then the Village shall be responsible for all costs of remediating the same in as prompt and expeditious a manner as is reasonably possible, and any deadlines for the performance of the Developer's obligations under this Agreement shall be extended by the time required to complete any such remediation;

c. Demolition (including the removal of basements) of all structures currently existing at the Development Property as of the date hereof;

d. Vacation of all alleys within the Development Property; and

e. Construction or installation of curbs, sidewalks, driveways aprons and street lights, if and as reasonably necessary, in public rights of way adjacent to the Development Property.

The Public Improvements collectively include the Phase I Public Improvements and the Phase II Public Improvements. The "Phase I Public Improvements" include those Public Improvements reasonably necessary to support the Phase I Development as determined by the parties, and the "Phase II Public Improvements" include the balance of the Public Improvements.

ARTICLE III

PHASE I DEVELOPMENT - PRECLOSING UNDERTAKINGS

Section 3.01 Investigations. The Developer's obligations under this Agreement are contingent upon (i) the Developer obtaining, at the Developer's expense, all inspection and other reports, investigations and studies desired by the Developer with respect to the Development Property and the feasibility of the Development (including, without limitation, subsoil/geotechnical reports, surveys, and evidence as to the availability of all required utilities) (collectively, "Investigations"), and (ii) such Investigations indicating that the Development Property is free from any condition (a "Prohibitive Condition") that would make the

Development extraordinarily difficult or economically infeasible in Developer's opinion. This contingency shall be deemed satisfied unless the Developer, within ninety (90) days after execution and delivery of this Agreement by all parties, delivers written notice to the Village and the CDA identifying any and all Prohibitive Conditions. The Developer agrees to use its best good faith efforts to satisfy this contingency on a timely basis, and the Village and the CDA will allow the Developer reasonable access to the Development Property, and will give the Developer copies of all reports, investigations and studies relating to the Development Property in their possession, for this purpose. The Developer agrees to indemnify the Village and the CDA and hold them harmless from and against any and all claims, costs or liability to third parties resulting from any Investigations, except that this indemnity and hold harmless shall not include claims, costs or liability for any diminution in market value of the Development Property resulting from any matter discovered or disclosed by the Investigations or for the costs and expenses covered by Section 2.03.b.

Section 3.02 Preclosing Undertakings of the Developer. Prior to the Phase I Closing, the Developer agrees that it shall:

(a) prepare and submit a timetable for the implementation of all material aspects of the Development (the "Timetable"), including all phases thereof, including an estimated schedule of payments of the purchase price of the Development Property and incorporating, at a minimum, the information set forth on Exhibit D attached hereto;

(b) prepare and use best good faith efforts to obtain all required approvals for a Planned Development District plan for the implementation and construction of all aspects of the Development, including all phases thereof;

(c) prepare and use best good faith efforts to obtain all other required approvals for plans and specifications and other documentation necessary for the construction and development of all aspects of the Phase I Development, excluding any building permits;

(d) obtain and submit documentation of a commitment for the financing of the construction and development of the Phase I Development; and

(e) cooperate with the Village and the CDA so as to facilitate their performance under Sections 3.03 and 3.04 respectively.

Section 3.03 Preclosing Undertakings of the Village. Prior to the Phase I Closing, the Village agrees that it shall:

(a) prepare and submit a timetable acceptable to the Developer for the implementation and construction of all aspects of the Public Improvements, including all phases thereof;

(b) prepare and use best good faith efforts to obtain all required approvals for plans and specifications and other documentation necessary for the construction and development of all aspects of the Phase I Public Improvements, excluding any building permits;

(c) arrange for the issuance of notes, bonds or other financing instruments in sufficient amount to cover the costs of all Phase I Public Improvements;

(d) obtain and deliver to the Developer, not later than twenty (20) days after the Developer's execution and delivery of this Agreement, an owner's title insurance commitment on a current ALTA form, in the amount of the total sale price of the Phase I Development Property, showing title to the Phase I Development Property to be in the condition required under Section 5.01;

(e) prepare and use best good faith efforts to obtain all required approvals for documentation necessary for the conveyance of the Phase I Development Property to the Developer;

(f) complete all required actions and use best good faith efforts to obtain all required approvals for the establishment of a tax incremental district that includes the Development Property and all costs of the Public Improvements, plus, at the Village's option, other property and/or project costs desired by the Village (the "TIF District"); and

(g) cooperate with the Developer and the CDA so as to facilitate their performance under Sections 3.02 and 3.04 respectively, including, without limitation, the Developer's performance under Section 3.02(b).

Section 3.04 Preclosing Undertakings of the CDA. Prior to the Phase I Closing, the CDA agrees that it shall cooperate with the Developer and the Village to facilitate their performance under Sections 3.02 and 3.03 respectively.

Section 3.05 Performance Subject to Government Approvals. The parties acknowledge that various of the specific undertakings of the Developer and the

Village described in Sections 3.02 and 3.03 require approvals from the Village Board, the Village Plan Commission, the Village Design Review Board, the Joint Review Board and/or other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. Accordingly, the parties' obligations under this Agreement are conditioned upon the obtaining of all such approvals in the manner required by law. While none of the parties can assure that all such approvals will be obtained, all parties agree to use their best good faith efforts to obtain such approvals on a timely basis.

ARTICLE IV

PHASE I DEVELOPMENT - CLOSING AND CLOSING CONDITIONS

Section 4.01 Place and Time of Closing. The Phase I Closing shall be held at the Shorewood Village Hall, 3930 North Murray Avenue, Shorewood, Wisconsin, at 10:00 A.M., local time, within thirty (30) days after the satisfaction or waiver of the contingency set forth in Section 3.01 and the completion of the preclosing undertakings set forth in Sections 3.02, 3.03 and 3.04, or such other location or earlier date as the parties may select by mutual agreement.

Section 4.02 Closing Conditions. Prior to the Phase I Closing, any party or parties may terminate this Agreement and shall have no obligation to continue to perform its or their obligations hereunder if any of the other parties has failed to

materially complete its respective preclosing undertakings as set forth in Sections 3.02, 3.03 and 3.04 after having used its best good faith efforts to do so.

Section 4.03 Waiver of Closing Conditions. The parties may waive any preclosing undertaking as a closing condition by unanimous written consent.

Section 4.04 Closing. If all preclosing undertakings have been satisfied or waived in accordance with this Agreement, the Village and the CDA will perform their obligations under Article V, the Developer will perform its obligations under Article VI, and all parties will proceed to implement this Agreement.

ARTICLE V

PHASE I DEVELOPMENT - CONVEYANCE OF DEVELOPMENT PROPERTY AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

Section 5.01 Land Conveyance.

(a) At the Phase I Closing, the Village will sell and convey the Phase I Development Property to the Developer for a total sale price of Three Hundred Sixty Thousand Dollars ($360,000), payable by the Developer as follow: (i) One Hundred Fifty Thousand Dollars ($150,000) shall be paid to the Village at the Phase I Closing; (ii) Eleven Thousand Six Hundred Sixty-Seven Dollars ($11,667) per living unit shall be paid to the Village not later than the closing of the Developer's sale of each and every living unit of the Phase I Development; and (iii)

in any event, the full amount of any unpaid balance of the total sale price shall be paid to the Village not later than the middle of Year 5 as set forth on the Timetable. The Developer acknowledges that the total sale price is less than the amount paid by the Village for the Phase I Development Property and, accordingly, is an inducement to the Developer to participate in the implementation of the Redevelopment Plan.

(b) The Village shall convey the Phase I Development Property to the Developer by warranty deed, free and clear of all liens and encumbrances, excepting municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, the Redevelopment Plan, all matters other than Item 6 set forth on Schedule B to Owner's Policy No. 50-901-106 105727 issued by Chicago Title Insurance Company (but, with respect to Item 7 thereon, excepting only those matters set forth on Exhibit B to the warranty deed referenced in said Item 7), the right of reversion described in Section 9.02, and any additional matters approved by the Developer, provided the Developer has determined prior to the Phase I Closing that the foregoing exceptions will not materially interfere with the Development or its feasibility or render the Development unmarketable, such determination to be evidenced by the Developer's acceptance of the warranty deed. The Village shall pay for an owner's title insurance policy on a current ALTA form, in the amount of the total sale price of the Phase I Development Property, showing title to be as set forth above. Except as expressly set forth in this Agreement (including, without limitation, Section

2.03.b), the Village shall sell and convey the Phase I Development Property and the Developer shall purchase and accept the same on an "as is" "where is" basis, without representation or warranty by the Village or the CDA whatsoever. Occupancy and possession of the Phase I Development Property shall be given to the Developer at the time of the Phase I Closing.

Section 5.02 Agreement to Construct Public Improvements. The Village shall proceed with due diligence to construct and install the Phase I Public Improvements in a timely fashion. Nothing in this Agreement shall preclude the Village from proceeding with the Public Improvements, in whole or in part, prior to the Phase I Closing if the Village chooses to do so.

Section 5.03 Coordination with Developer. In performing pursuant to Section 5.02, the Village shall coordinate and cooperate with the Developer so that the Phase I Public Improvements will, from an engineering perspective, adequately serve the needs of the Phase I Development for available utility service and vehicular and pedestrian access. The Village shall also coordinate and cooperate with the Developer so that (i) the Phase I Public Improvements will be compatible with the Phase I Development, (ii) the timing of the work on the Phase I Public Improvements will not unreasonably interfere with the construction and development of the Phase I Development and the sale of living units, and (iii) the Developer shall be given reasonable access to the Phase II Development Property for the purpose of facilitating the construction of the Phase I Development.

ARTICLE VI

PHASE I DEVELOPMENT - CONSTRUCTION OF PHASE I DEVELOPMENT

Section 6.01 Agreement to Construct Development. Subject to Section 11.10, within ninety (90) days after obtaining all Village approvals of the Phase I Development, excluding any building permits, the Developer shall cause the construction of the Phase I Development to proceed with due diligence in conformance with the plans and specifications approved by the Village. The Developer agrees to indemnify the Village and the CDA and hold them harmless from and against any and all claims, costs or liability resulting from loss of life, personal injury and/or damage to property, or construction or similar liens on property owned by the Village or the CDA, arising from the Developer's construction of the Phase I Development.

Section 6.02 Guaranty. If the Village has conveyed the Phase I Development Property in accordance with Section 5.01, then, subject to Section 11.10, the Developer shall substantially complete (and guaranties the substantial completion of) not less than ten (10) living units of the Phase I Development, in substantial compliance with the plans and specifications approved by the Village, said units to be completed (excepting only final interior finishes on unsold units and exterior work not reasonably capable of completion because of weather conditions) not later than January 1, 2000. If the Developer shall fail to complete the ten (10) living units as set forth above, within the time period set forth above, and in light

of all inducements made by the Village hereunder, the Developer shall pay to the Village a single, aggregate amount equal to Five Hundred Thousand Dollars ($500,000) as a reasonable measure of liquidated damages, and in lieu of any other remedy.

ARTICLE VII

PHASE II DEVELOPMENT - PRECLOSING UNDERTAKINGS

Section 7.01 Developer Option. Provided the Developer is not in material breach or default of any material term or provision of this Agreement (and without limiting the generality of the foregoing, provided the Developer has not committed any breach or default of its obligations under the first sentence of Section 6.02, which obligations, and any breach or default thereof, shall be deemed material for purposes of this Section 7.01), the Developer shall have the option to proceed with the Phase II Development pursuant to the Proposal and the plans and specifications approved by the Village. The Developer shall exercise said option by giving written notice of exercise to the Village and the CDA no later than the beginning of Year 4 as set forth on the Timetable.

Section 7.02 Preclosing Undertakings of the Developer. Prior to the Phase II Closing, the Developer agrees that it shall:

(a) prepare and use best good faith efforts to obtain all required approvals for plans and specifications and other documentation necessary for the

construction and development of all aspects of the Phase II Development, excluding any building permits;

(b) obtain and submit documentation of a commitment for the financing of the construction and development of the Phase II Development; and

(c) cooperate with the Village and the CDA so as to facilitate their performance under Sections 7.03 and 7.04 respectively.

Section 7.03 Preclosing Undertakings of the Village. Prior to the Phase II Closing, the Village agrees that it shall:

(a) prepare and use best good faith efforts to obtain all required approvals for plans and specifications and other documentation necessary for the construction and development of all aspects of the Phase II Public Improvements, excluding any building permits;

(b) arrange for the issuance of notes, bonds or other financing instruments in sufficient amount to cover the costs of all Phase II Public Improvements;

(c) obtain and deliver to the Developer, not later than twenty (20) days after the Village's receipt of the written notice of exercise under Section 7.01, an owner's title insurance commitment on a current ALTA form, in the amount of the total sale price of the Phase II Development Property, showing title to the Phase II Development Property to be in the condition required under Section 9.01;

(d) prepare and use best good faith efforts to obtain all required approvals for documentation necessary for the conveyance of the Phase II Development Property to the Developer; and

(e) cooperate with the Developer and the CDA so as to facilitate their performance under Sections 7.02 and 7.04 respectively.

Section 7.04 Preclosing Undertakings of the CDA. Prior to the Phase II Closing, the CDA agrees that it shall cooperate with the Developer and the Village to facilitate their performance under Sections 7.02 and 7.03 respectively.

Section 7.05 Performance Subject to Government Approvals. The parties acknowledge that various of the specific undertakings of the Developer and the Village described in Sections 7.02 and 7.03 require approvals from the Village Board, the Village Plan Commission, the Village Design Review Board and/or other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. Accordingly, the parties' obligations with respect to the Phase II Development are conditioned upon the obtaining of all such approvals in the manner required by law. While none of the parties can assure that all such approvals will be obtained, all parties agree to use their best good faith efforts to obtain such approvals on a timely basis.

ARTICLE VIII

PHASE II DEVELOPMENT - CLOSING AND CLOSING CONDITIONS

Section 8.01 Place and Time of Closing. The Phase II Closing shall be held at the Shorewood Village Hall, 3930 North Murray Avenue, Shorewood,

Wisconsin, at 10:00 A.M., local time, within thirty (30) days after the completion of the preclosing undertakings set forth in Sections 7.02, 7.03 and 7.04, or such other location or earlier date as the parties may select by mutual agreement.

Section 8.02 Closing Conditions. Prior to the Phase II Closing, any party or parties may terminate the terms and provisions of this Agreement with respect to the Phase II Development and shall have no obligation to continue to perform its or their obligations with respect thereto (a) if any of the other parties has failed to materially complete its respective preclosing undertakings as set forth in Sections 7.02, 7.03 and 7.04 after having used its best good faith efforts to do so, or (b) in any event, subject to Section 11.10 and provided the Village and the CDA are ready, willing and able to proceed with and complete the Phase II Closing, if the Phase II Closing has not occurred by the middle of Year 5 as set forth on the Timetable.

Section 8.03 Waiver of Closing Conditions. The parties may waive any preclosing undertaking as a closing condition by unanimous written consent.

Section 8.04 Closing. If all preclosing undertakings have been satisfied or waived in accordance with this Agreement, the Village and the CDA will perform their obligations under Article IX, the Developer will perform its obligations under Article X, and all parties will proceed to implement this Agreement.

ARTICLE IX

PHASE II DEVELOPMENT - CONVEYANCE OF DEVELOPMENT PROPERTY AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

Section 9.01 Land Conveyance

(a) At the Phase II Closing, the Village will sell and convey the Phase II Development Property to the Developer for a total sale price of Four Hundred Thousand Dollars ($400,000), payable by the Developer as follow: (i) Two Hundred Thousand Dollars ($200,000) shall be paid to the Village at the Phase II Closing; (ii) Ten Thousand Dollars ($10,000) per living unit shall be paid to the Village not later than the closing of the Developer's sale of each and every living unit of the Phase II Development; and (iii) in any event, the full amount of any unpaid balance of the total sale price shall be paid to the Village not later than the middle of Year 5 as set forth on the Timetable. The Developer acknowledges that the total sale price is less than the amount paid by the Village for the Phase II Development Property and, accordingly, is an inducement to the Developer to participate in the implementation of the Redevelopment Plan.

(b) The Village shall convey the Phase II Development Property to the Developer by warranty deed, free and clear of all liens and encumbrances excepting municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, the Redevelopment Plan, all matters

other than Item 6 set forth on Schedule B to Owner's Policy No. 50-901-106 105727 issued by Chicago Title Insurance Company (but, with respect to Item 7 thereon, excepting only those matters set forth on Exhibit B to the warranty deed referenced in said Item 7), the right of reversion described in Section 9.02, and any additional matters approved by the Developer, provided the Developer has determined prior to the Phase II Closing that the foregoing exceptions will not materially interfere with the Development or its feasibility or render the Development unmarketable, such determination to be evidenced by the Developer's acceptance of the warranty deed. The Village shall pay for an owner's title insurance policy on a current ALTA form, in the amount of the sale price of the Phase II Development Property, showing title to be as set forth above. Except as expressly set forth in this Agreement (including, without limitation, Section 2.03.b), the Village shall sell and convey the Phase II Development Property and the Developer shall purchase and accept the same on an "as is" "where is" basis, without representation or warranty by the Village or the CDA whatsoever. Occupancy and possession of the Phase II Development Property shall be given to the Developer at the time of the Phase II Closing.

Section 9.02 Reversion. Upon written notice from the Village to the Developer, title to any portions of the Development Property (including, without limitation, any living units) not fully paid for by the Developer pursuant to Sections 5.01 and 9.01 by the middle of Year 5 as set forth on the Timetable shall immediately revert to the Village. Such reversion shall be automatic upon the

delivery of such notice. The Developer shall execute and deliver to the Village such instruments and take such actions as the Village shall reasonably request in order to evidence the reversion and to vest in the Village good, marketable and insurable title to such Development Property, provided the foregoing agreement shall not imply that a deed or other instrument is necessary for the reversion of such Development Property. The agreements under this Section 9.02 shall be covenants running with the land and shall, at the option of the Village, be included in any deed to be delivered to the Developer hereunder. Upon request of the Developer, the Village and the CDA shall execute and deliver partial releases of the agreements under this Section 9.02, in recordable form, upon the Developer's sale of individual living units to residents thereof.

Section 9.03 Agreement to Construct Public Improvements. The Village shall proceed with due diligence to construct and install the Phase II Public Improvements in a timely fashion. Nothing in this Agreement shall preclude the Village from proceeding with the Phase II Public Improvements, in whole or in part, prior to the Phase II Closing if the Village chooses to do so.

Section 9.04 Coordination with Developer. In performing pursuant to Section 9.03, the Village shall coordinate and cooperate with the Developer so that the Phase II Public Improvements will, from an engineering perspective, adequately serve the needs of the Phase II Development for available utility service and vehicular and pedestrian access. The Village shall also coordinate and cooperate

with the Developer so that (i) the Phase II Public Improvements will be compatible with the Phase II Development, and (ii) the timing of the work on the Phase II Public Improvements will not unreasonably interfere with the construction and development of the Phase II Development and the sale of living units.

ARTICLE X

PHASE II DEVELOPMENT - CONSTRUCTION OF PHASE II DEVELOPMENT

Section 10.01 Agreement to Construct Development. Subject to Section 11.10, within ninety (90) days after obtaining all Village approvals of the Phase II Development, excluding any building permits, the Developer shall cause the construction of the Phase II Development to proceed with due diligence in conformance with the plans and specifications approved by the Village. The Developer agrees to indemnify the Village and the CDA and hold them harmless from and against any and all claims, costs or liability resulting from loss of life, personal injury and/or damage to property, or construction or similar liens on property owned by the Village or the CDA, arising from the Developer's construction of the Phase II Development.

Section 10.02 Guaranty. If the Developer has exercised its option to proceed with the Phase II Development in accordance with Section 7.01 and the Village has conveyed the Phase II Development Property in accordance with Section 9.01, then, subject to Section 11.10, the Developer shall substantially

complete (and guaranties the substantial completion of) not less than ten (10) additional living units of the Development (i.e., ten (10) units in addition to the ten (10) units described in Section 6.02), in substantial compliance with the plans and specifications approved by the Village, said additional units to be completed (excepting only final interior finishes on unsold units and exterior work not reasonably capable of completion because of weather conditions) not later than July 1, 2002. If the Developer shall fail to complete the ten (10) additional living units as set forth above, within the time period set forth above, and in light of all inducements made by the Village hereunder, the Developer shall pay to the Village a single, aggregate amount equal to Five Hundred Thousand Dollars ($500,000), less any amount(s) paid to the Village under Section 6.02, as a reasonable measure of liquidated damages, and in lieu of any other remedy.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Significant Trees. The Developer will include a certified arborist acceptable to the Village on its development team during all phases of design and construction of the Development. The arborist will prepare a plan for (i) the protection of the Significant Trees during all stages of construction of the Development, and (ii) the maintenance and preservation of the Significant Trees following construction. All Significant Trees on any Development Property conveyed to the Developer hereunder will be owned by the owner's association or

condominium association created in connection with the Phase I Development or the Phase II Development, as applicable, and shall be protected, maintained and preserved by the association in accordance with said plan, to the extent reasonably possible.

Section 11.02 Restrictions on Transfer. The Development Property may not be sold, transferred or conveyed, in whole or in part, without the prior written consent of the Village and the CDA, other than (i) sales of individual living units to residents thereof, (ii) portions of the Development Property that will be owned by the owner's association(s) or condominium association(s) created in connection with the Development, (iii) conveyances to lenders holding mortgages on the Development Property or on individual living units, or (iv) to any entity which is a Developer. No transfer or conveyance of ownership of the Development Property or any part thereof shall be made at any time, without the express written consent of the Village and the CDA, to any entity which would render such Development Property exempt from real property taxation.

Section 11.03 Redevelopment Plan. The Developer agrees that the Development shall be consistent with and subject to the Redevelopment Plan and all terms and provisions thereof.

Section 11.04 Assignments of Rights Under This Agreement. Except to the extent set forth in Section 11.02, no party may assign its rights under this

Agreement without the written consent of the other parties, and no assignment, whether voluntary or involuntary or by operation of law or otherwise, shall be effective without such consent.

Section 11.05 Termination of Agreement. Unless terminated pursuant to Section 4.02 or 7.02, this Agreement shall remain in effect until the earlier of (a) termination by written agreement of the parties, or (b) sale by the Developer of the last living unit in the Development.

Section 11.06 Attorney Fees. If proceedings are initiated to enforce any term or provision of this Agreement, the prevailing party in such proceedings shall be entitled to reimbursement from the other parties for its reasonable attorney fees and associated costs incurred in such proceedings.

Section 11.07 Fire and Safety Standards, Insurance. The Developer agrees to construct the Development in conformance with plans and specifications approved by the Village and the CDA including fire and safety standards as specified by the Village. The Developer will obtain customary builders risk insurance during construction and maintain customary casualty, property and liability insurance on the Development thereafter. Prior to the termination of this Agreement and subject to the requirements of any lenders holding first mortgages on the Development Property or on individual living units, so long as the TIF District is in existence, the Developer covenants to apply any and all insurance

proceeds to rebuild and maintain the Development unless it obtains the written consent of the Village to do otherwise.

Section 11.08 Right to Entry for Construction Inspection and Testing. The Village and the CDA shall have the right to have its building inspectors (or other representatives of agencies entrusted with enforcement of applicable building codes) enter upon any Development Property conveyed to the Developer hereunder at any time during construction without notice, during normal construction hours, for the purpose of inspecting construction, making surveys and conducting tests and measurements. Other representatives of the Village and the CDA shall have the right to enter upon such Development Property during construction upon reasonable prior written notice.

Section 11.09 No Personal Liability. Under no circumstances shall any trustee, officer, official, director, attorney, member, partner or employee of the Village, the CDA or the Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 11.10 Force Majeure. No party shall be in default hereunder or responsible to any other party for any resulting losses to the extent such party's performance and fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, weather, acts or the failure to act of governmental or

quasi-governmental entities, or by any other cause not within the reasonable control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance of any such term shall be extended by the period of delay occasioned by any such cause.

Section 11.11 Parties and Interests, Survival of Agreements, Memorandum of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of and shall be binding solely upon the parties hereto and their respective successors and assigns, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party. All agreements to be performed after any Closing hereunder shall survive such Closing. All agreements set forth in this Agreement shall be covenants running with the land, provided this Agreement and the terms and provisions hereof shall not be binding upon the owner of any individual living unit. At the request of the Village or the CDA, the parties shall enter into a memorandum or short form of this Agreement, and the Village or the CDA may record the same in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Upon request of the Developer, the Village and the CDA shall execute

and deliver partial releases of this Agreement, in recordable form, upon the Developer's sale of individual living units to residents thereof.

Section 11.12 Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below:

To the Village:
Village of Shorewood
3930 North Murray Avenue
Shorewood, Wisconsin 53211
Attn: Village Manager

To the CDA:
Community Development Authority of
the Village of Shorewood
3930 North Murray Avenue
Shorewood, Wisconsin 53211
Attn: Executive Director

To the Developer:
Mandel Group, Inc.
111 East Wisconsin Avenue, Suite 1700
Milwaukee, Wisconsin 53202
Attn: President

Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

Section 11.13 Timetable. At any time or from time to time as appropriate, the parties shall enter into a supplement to this Agreement setting forth specific dates for any and all actions on the Timetable.

Section 11.14 Amendment. No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

Section 11.15 Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

Section 11.16 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 11.17 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 11.18 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any

other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 11.19 Village and CDA Authorization. The execution and delivery of this Agreement by the Village was authorized by Resolution No. 97-22 adopted by the Village Board on September 15, 1997, provided that all agreements and obligations of the Village and the CDA hereunder are conditioned upon the execution and delivery of this Agreement by the Village. The execution and delivery of this Agreement by the CDA was authorized by its resolution adopted on June 16, 1997.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

MANDEL GROUP, INC.

By _____
Barry R. Mandel, President

Attest _____
Richard W. Lincoln, Vice President

VILLAGE OF SHOREWOOD, WISCONSIN

By _____
Rodney H. Dow, President

_____
Kathleen E. Greig, Clerk

COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF SHOREWOOD

By _____
Robert P. Probst, Chairperson

Attest _____
Edward C. Madere, Executive
Director

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EXHIBIT "A"

DEVELOPMENT PROPERTY

BOUNDARY MAP

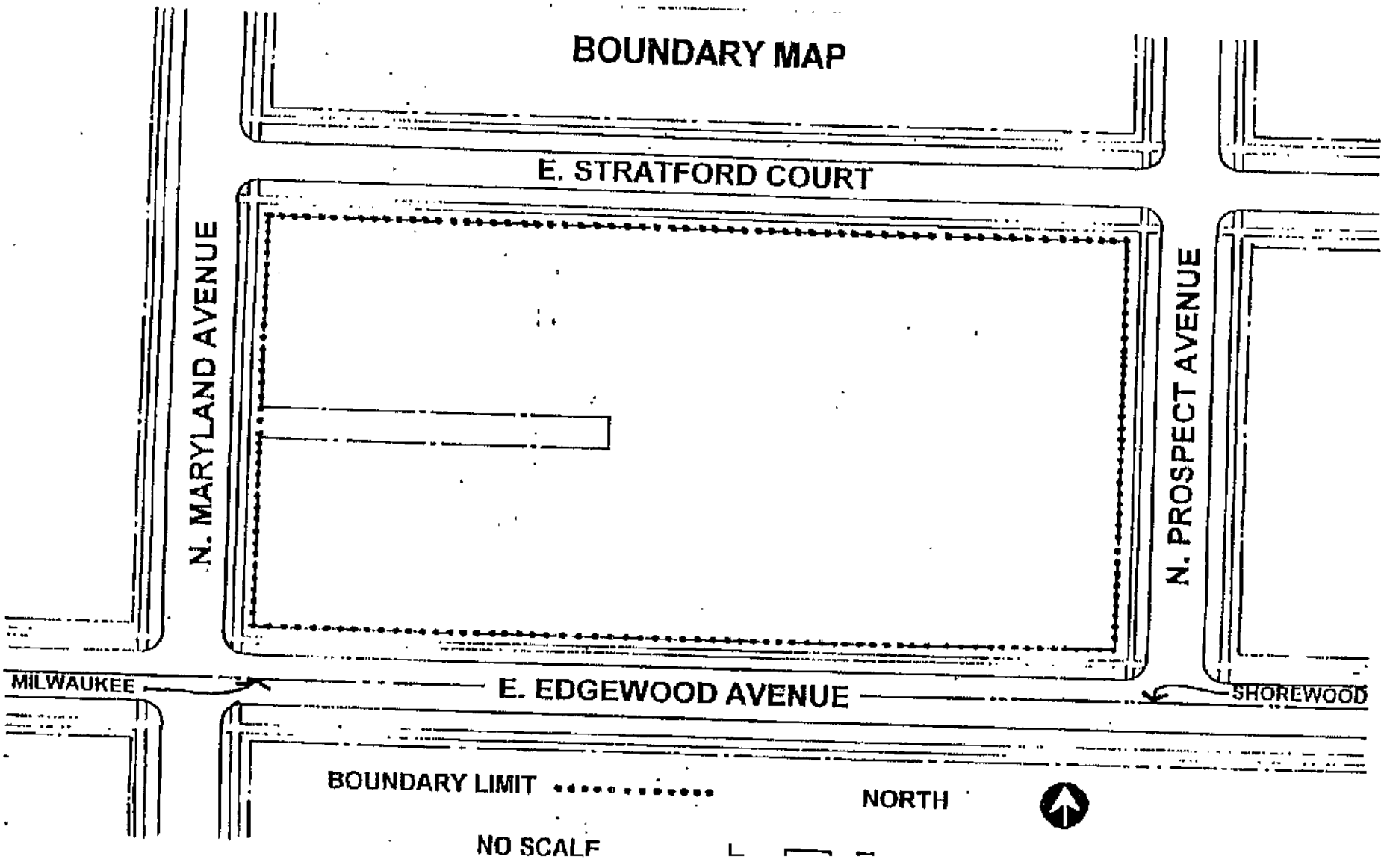


EXHIBIT "B"

DEVELOPMENT PHASES

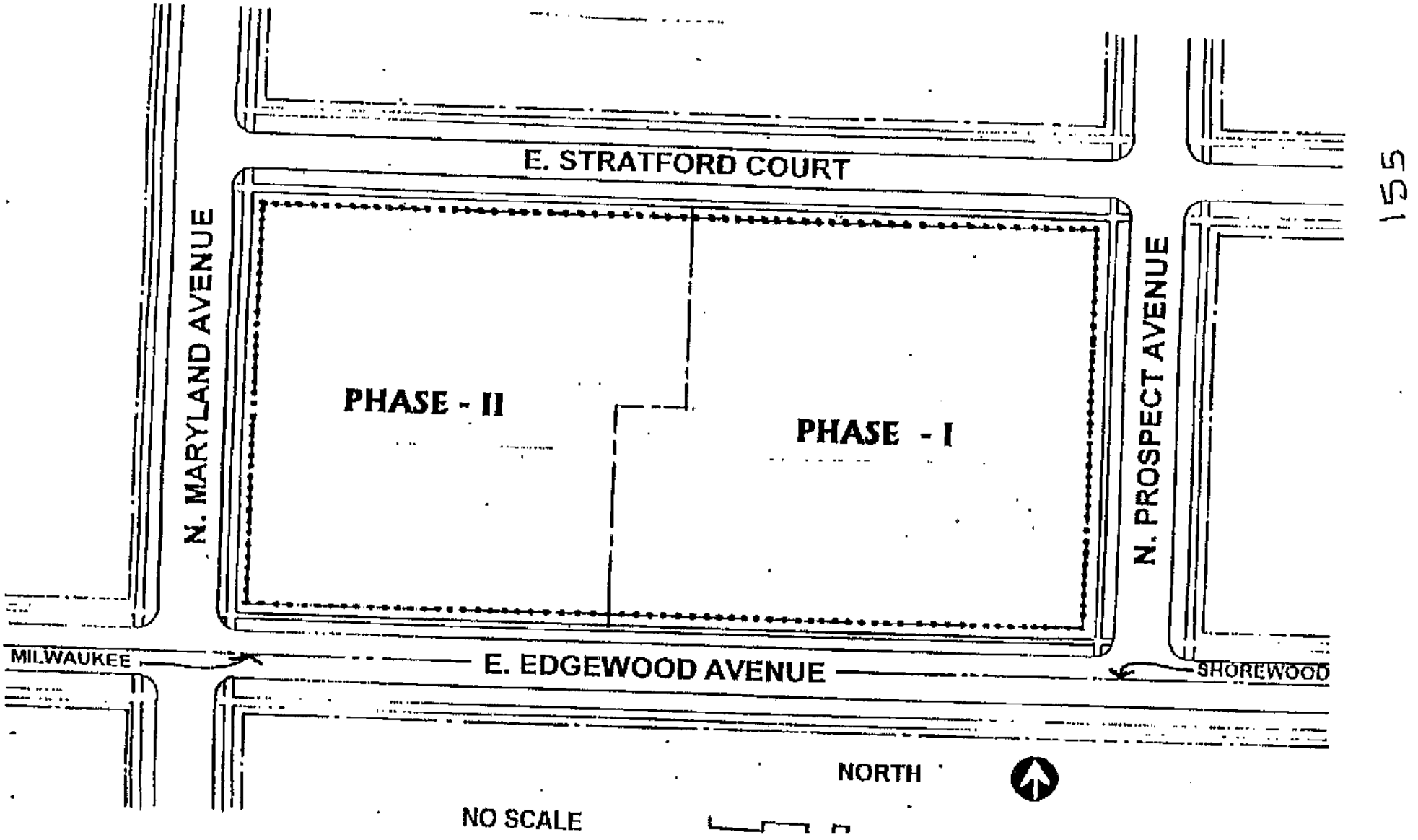
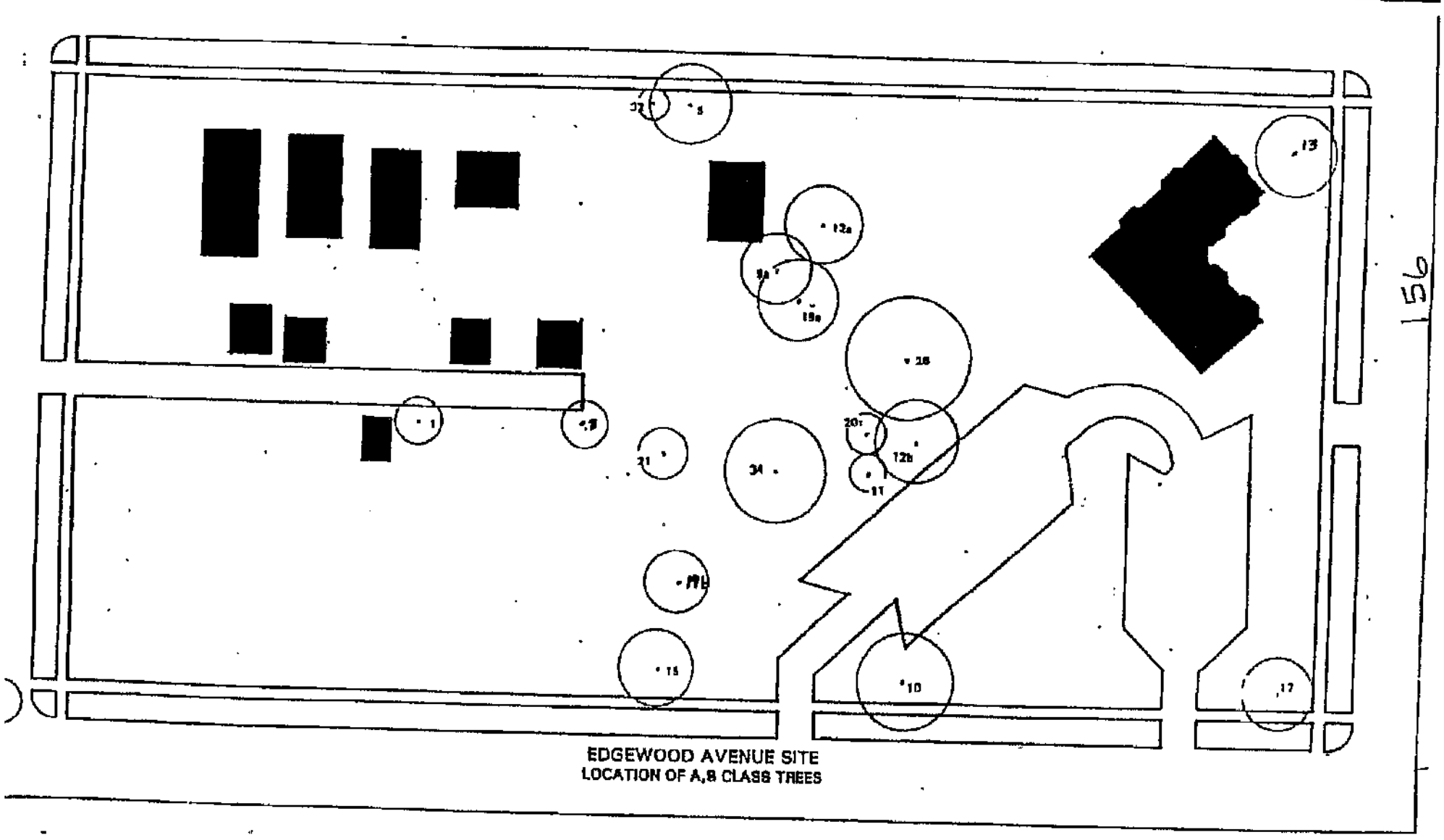


EXHIBIT "C"

SIGNIFICANT TREES



EDGEWOOD AVENUE SITE
LOCATION OF A,B CLASS TREES

EXHIBIT "D"

Anticipated Timing of Payments and Development

Year 1	2	3	4	5	6
Month 1 Development Agreement $150,000 pymt	13	25	37	49	61
2	14	26	38	50	62
3	15	27	39	51	63
4	16	28	40	52	64
5 Start Phase I	17	29	41 Start Phase II $200,000 pymt	53 Obligated for all land	65
6	18	30	42	54	66
7	19	31	43	55	67
8	20	32	44	56	68
9	21	33	45	57	69
10	22	34	46	58	70
11 Begin payments for each home sold	23	35	47	59 Obligated to pay for all land (balance of $760,000)	71
12	24	36	48	60	72

DESCRIPTION OF EXPANSION

The Declarant has reserved the right to expand the Condominium in the future. The Declarant has no obligation to expand the Condominium.

The first phase of Edgewood Place Condominium consists of four (4) buildings containing twelve (12) Units. Phases which may be added from time to time to the Condominium in the future may consist of anywhere from one (1) to nine (9) Buildings. Each Building will generally be in the location indicated on the Plats showing the Expansion Lands. Each building may contain from two (2) to five (5) Units. Pursuant to the Declaration, the maximum number of Units submitted to the Condominium shall not exceed forty-five (45) Units. An amendment to the Declaration will be recorded by the Declarant upon the submittal of each such phase of the Condominium. Said amendment will indicate the Units being submitted to the Condominium, the general location of the Units, the revised Percentage Interest appurtenant to each of the Units, the liabilities in the common expenses and rights to common surpluses appurtenant to each of the Units, and confirming that appurtenant to each Unit is one vote. Upon each such expansion, the Percentage Interest appurtenant to each Unit will change in accordance with the formula more partioularly set forth in Sections 3.1 and 5.2 of the Declaration.

The capitalized terms used herein shall have the meaning specified for such terms in the Declaration of Edgewood Place Condominium.

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

I, JOHN P. CASUCCI R.L.S. DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY.

THIS CONDOMINIUM IS A CORRECT REPRESENTATION OF EDGEWOOD PLACE CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM [illegible] THE DIAGRAMMATIC FLOOR PLANS SHOW ONLY THE APPROXIMATE DIMENSIONS, [illegible] AND LOCATION OF EACH UNIT.

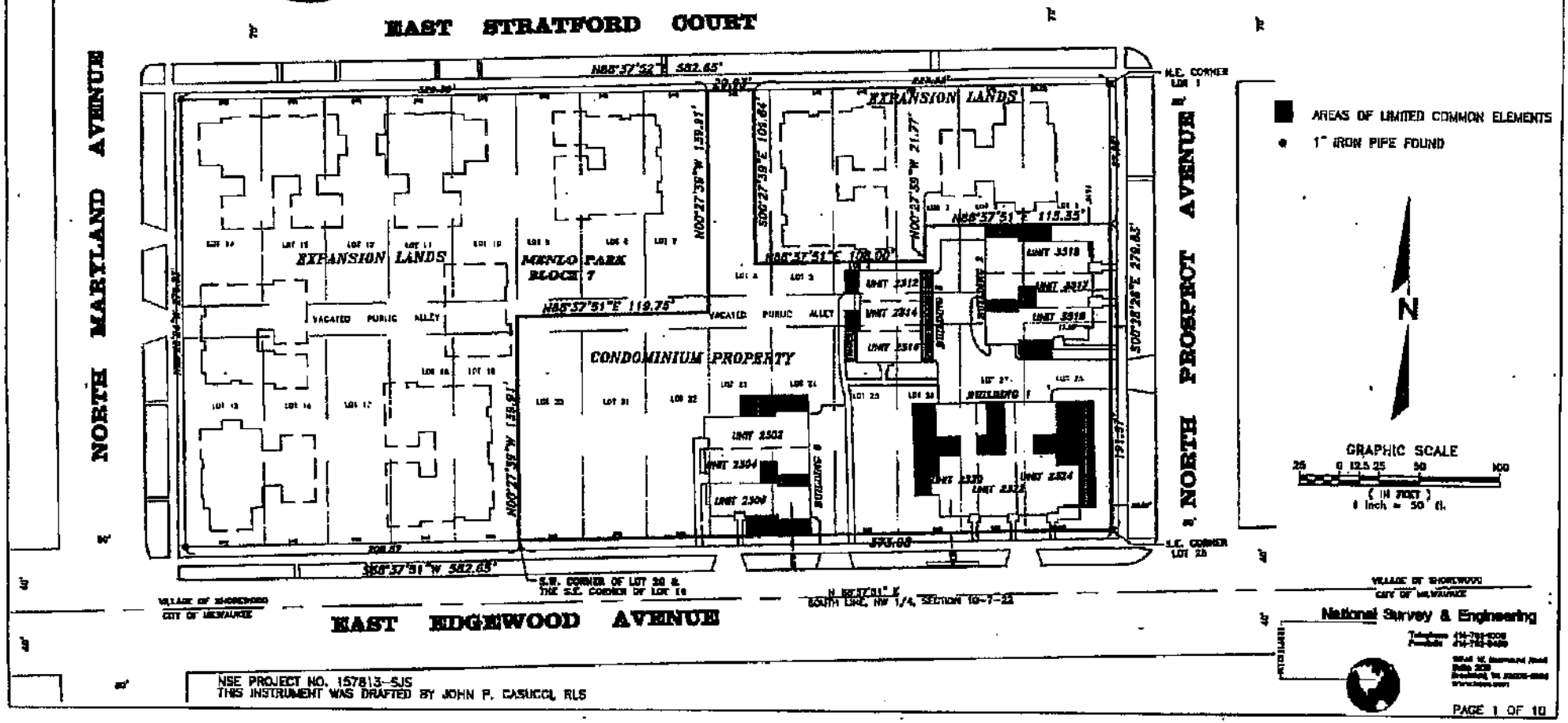
JOHN P. CASUCCI, RLS S-2055

JOHN P. CASUCCI S-2055 WISCONSIN LAND SURVEYOR

FEB 2, 1999
DATE

NOTES:

1. SEE SECTION 3.3 OF THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.
2. ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE OF THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS.
3. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
4. THE DEVELOPER RESERVES THE RIGHT TO VARY THE TYPE AND ORIENTATION OF THE BUILDINGS IN THE EXPANSION LANDS.



NSE PROJECT NO. 1578\3-SJS
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National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF
CONDOMINIUM PROPERTY

ALL OF LOTS 20 THROUGH 25, INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, AND PART OF LOTS 1 THROUGH 5, INCLUSIVE, TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 25 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 373.08 FEET TO THE SOUTHEAST CORNER OF LOT 19; THENCE NORTH 00°27'39" WEST 139.81 FEET TO A POINT IN THE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7, MENLO PARK; THENCE NORTH 88°37'51" EAST ALONG SAID CENTERLINE 119.76 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 139.91 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 29.93 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 109.64 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 21.77 FEET TO A POINT; THENCE NORTH 88°37'51" EAST 115.35 FEET TO A POINT IN THE WEST LINE OF NORTH PROSPECT AVENUE; THENCE SOUTH 00°28'25" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 191.97 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.5071 ACRES.

UNIT	BUILDING--STREET ADDRESS	UNIT TYPE	SQUARE FEET
	BUILDING ONE		
2320	2320 EAST EDGEWOOD AVE	A	1,988
2322	2322 EAST EDGEWOOD AVE	B	1,894
2324	2324 EAST EDGEWOOD AVE	C	2,269
	BUILDING TWO		
3513	3513 NORTH PROSPECT AVE	G	1,758
3517	3517 NORTH PROSPECT AVE	H	1,971
3519	3519 NORTH PROSPECT AVE	I	1,730
	BUILDING FIVE		
2312	2312 EAST EDGEWOOD AVE	F	1,971
2314	2314 EAST EDGEWOOD AVE	E	1,730
2316	2316 EAST EDGEWOOD AVE	D	1,932
	BUILDING SIX		
2302	2302 EAST EDGEWOOD AVE	I	1,730
2304	2304 EAST EDGEWOOD AVE	H	1,971
2306	2306 EAST EDGEWOOD AVE	G	1,758

LEGAL DESCRIPTION OF
EXPANSION LANDS

PART OF LOTS 1 THROUGH 5, INCLUSIVE, IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 7, MENLO PARK; THENCE SOUTH 00°28'25" EAST ALONG THE WEST LINE OF NORTH PROSPECT AVENUE 87.66 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 115.35 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 21.77 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 108.00 FEET TO A POINT; THENCE NORTH 00°27'39" WEST 109.64 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 223.33 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 0.5044 SQUARE FEET.
ALSO:
ALL OF LOTS 7 THROUGH 14, INCLUSIVE, TOGETHER WITH THE NORTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, AND ALL OF LOTS 15 THROUGH 19, INCLUSIVE, TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJOINING SAID LOTS, ALL IN BLOCK 7, MENLO PARK, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 22 EAST, IN THE VILLAGE OF SHOREWOOD, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK 7, MENLO PARK; THENCE SOUTH 88°37'51" WEST ALONG THE NORTH LINE OF EAST EDGEWOOD AVENUE 209.57 FEET TO A POINT IN THE EAST LINE OF NORTH MARYLAND AVENUE; THENCE NORTH 00°28'24" WEST ALONG THE EAST LINE OF MARYLAND AVENUE 279.63 FEET TO A POINT IN THE SOUTH LINE OF EAST STRATFORD COURT; THENCE NORTH 88°37'52" EAST ALONG THE SOUTH LINE OF EAST STRATFORD COURT 329.39 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 139.91 FEET TO A POINT; THENCE SOUTH 88°37'51" WEST 119.76 FEET TO A POINT; THENCE SOUTH 00°27'39" EAST 139.91 FEET TO THE POINT OF BEGINNING.
SAID LAND CONTAINS 1.7309 ACRES.

NSE PROJECT NO. 157813
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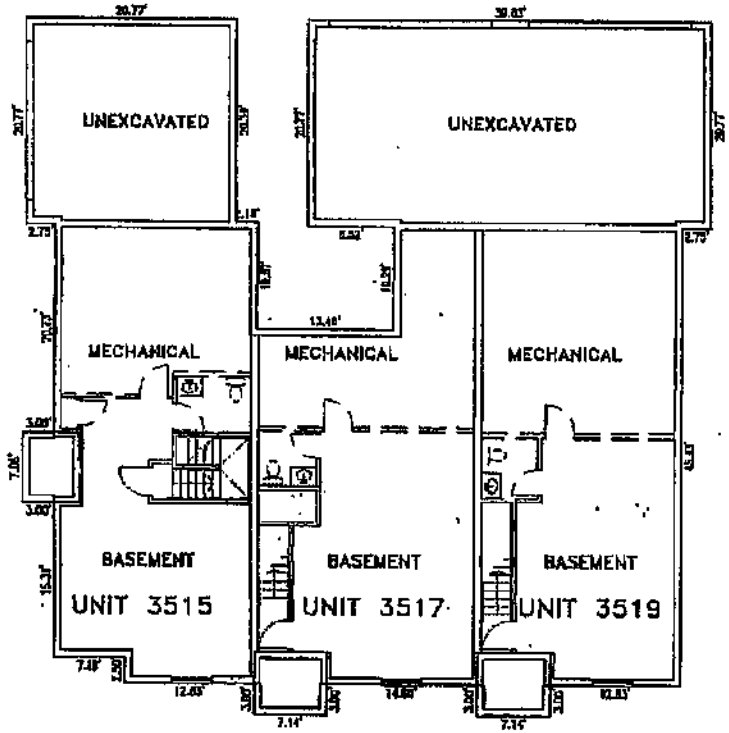
National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE
5 0 2.5 5 10 20
(IN FEET)
1 inch = 10 ft.

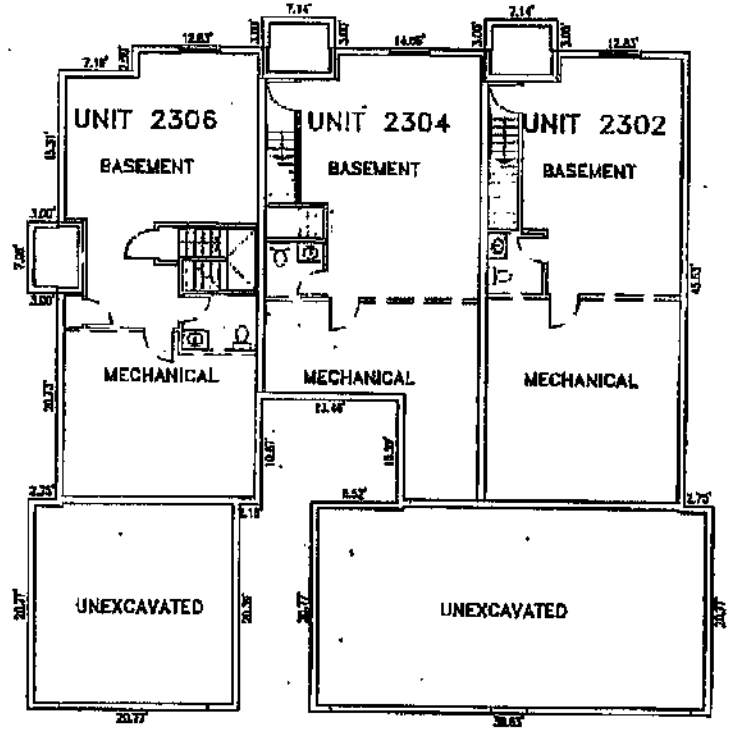
BUILDING 2



UNIT TYPE "G" | UNIT TYPE "H" | UNIT TYPE "I"

BASEMENT

BUILDING 6



UNIT TYPE "I" | UNIT TYPE "H" | UNIT TYPE "G"

BASEMENT

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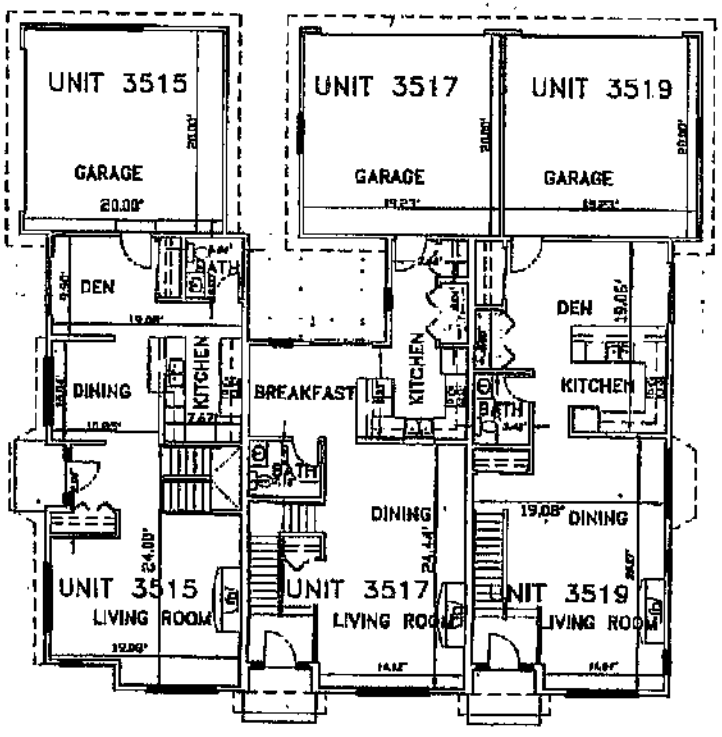
National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE
5 0 2.5 5 10 20
(IN FEET)
1 inch = 10 ft.

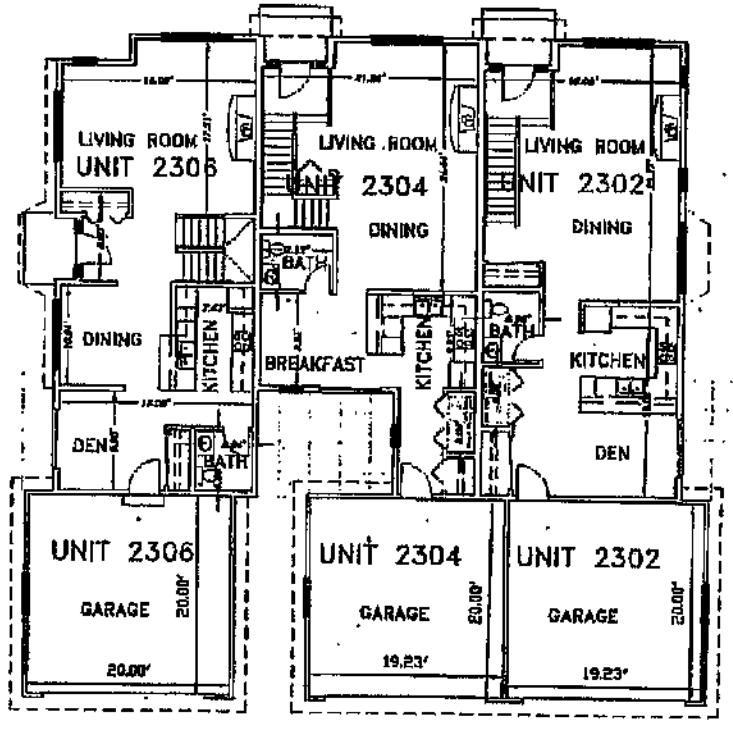
BUILDING 2



UNIT TYPE "G" | UNIT TYPE "H" | UNIT TYPE "I"

FIRST FLOOR

BUILDING 6



UNIT TYPE "I" | UNIT TYPE "H" | UNIT TYPE "G"

FIRST FLOOR

NSE PROJECT NO. 157813-SJS
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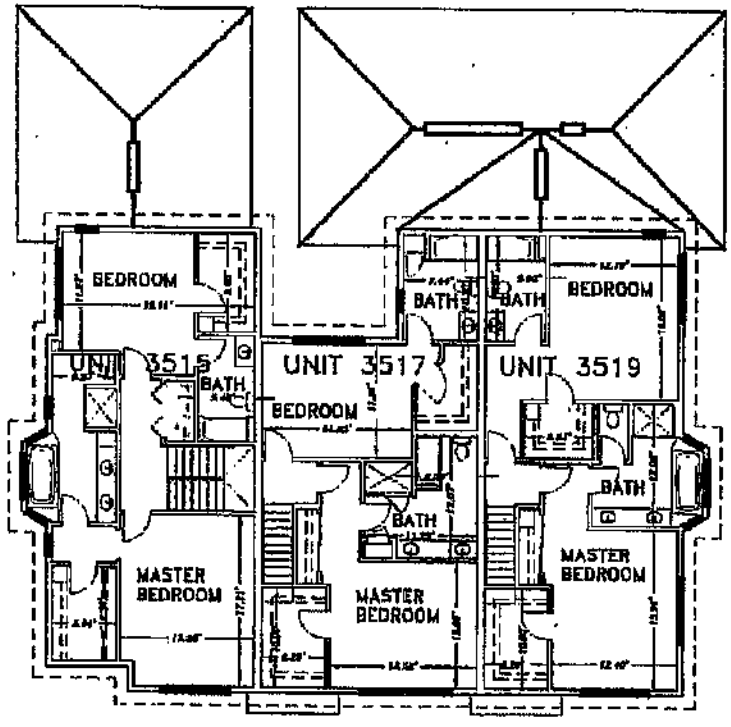
National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

GRAPHIC SCALE
0 2.5 5 10 20
(IN FEET)
1 inch = 10 ft.

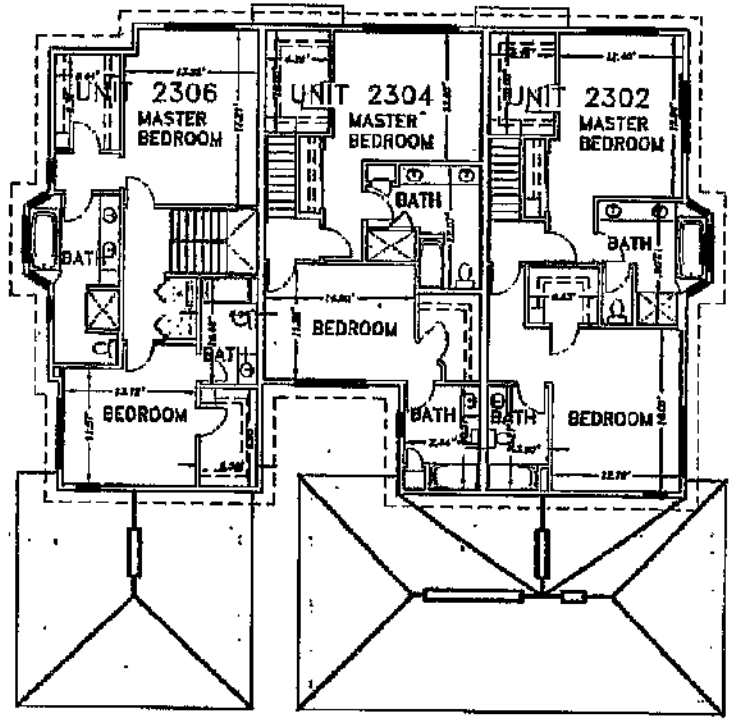
BUILDING 2



UNIT TYPE "G" | UNIT TYPE "H" | UNIT TYPE "I"

SECOND FLOOR

BUILDING 6



UNIT TYPE "I" | UNIT TYPE "H" | UNIT TYPE "G"

SECOND FLOOR

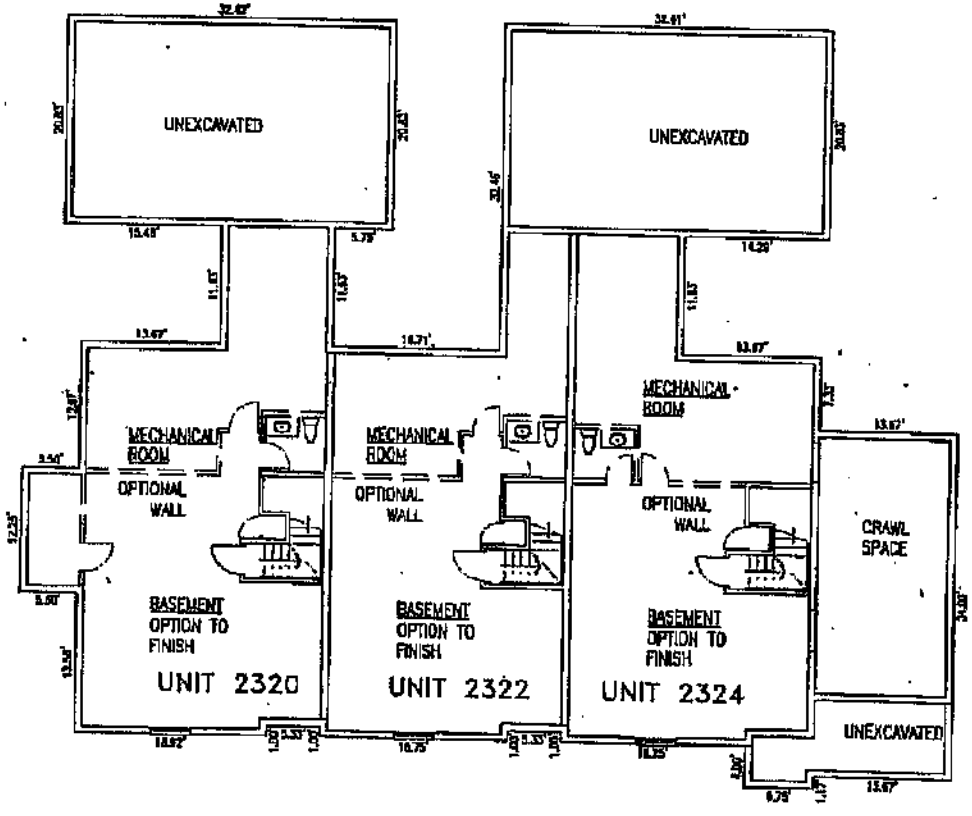
NSE PROJECT NO. 157813-SUS
THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, RLS

National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 1





GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

UNIT TYPE "A"

UNIT TYPE "B"

UNIT TYPE "C"

BASEMENT

NSE PROJECT NO. 157813-SJS

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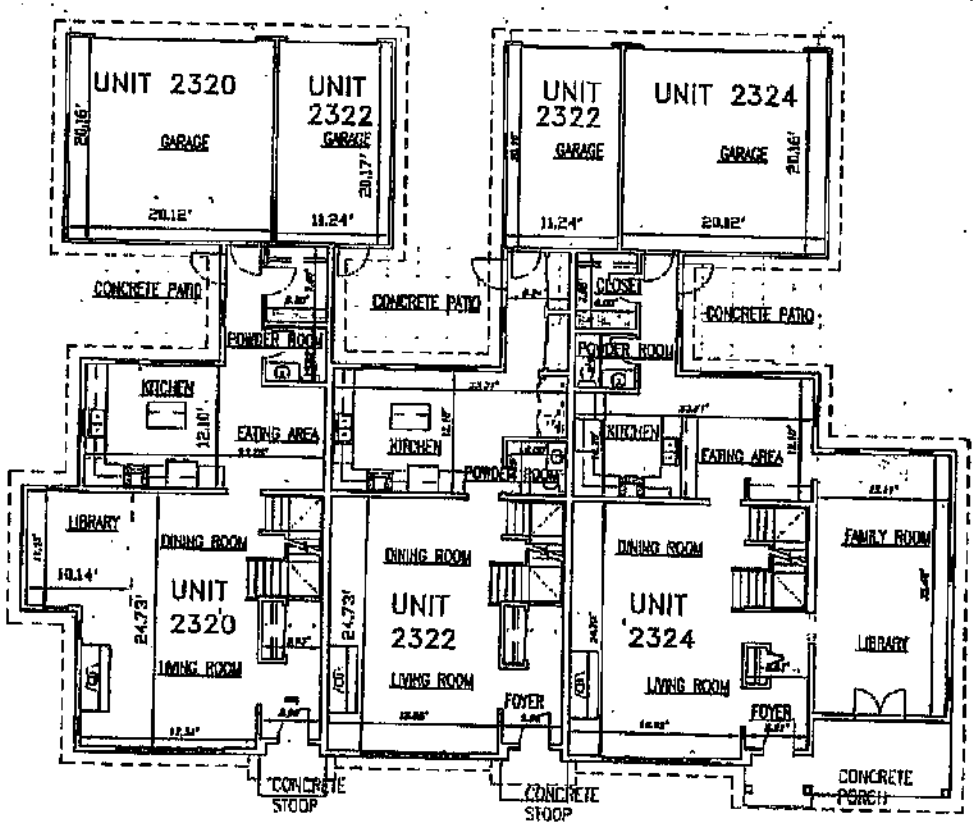
National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 1





GRAPHIC SCALE

0 5 10 20

(IN FEET)

1 inch = 10 ft.

UNIT TYPE "A"

UNIT TYPE "B"

UNIT TYPE "C"

FIRST FLOOR

NSE PROJECT NO. 157813-SJS

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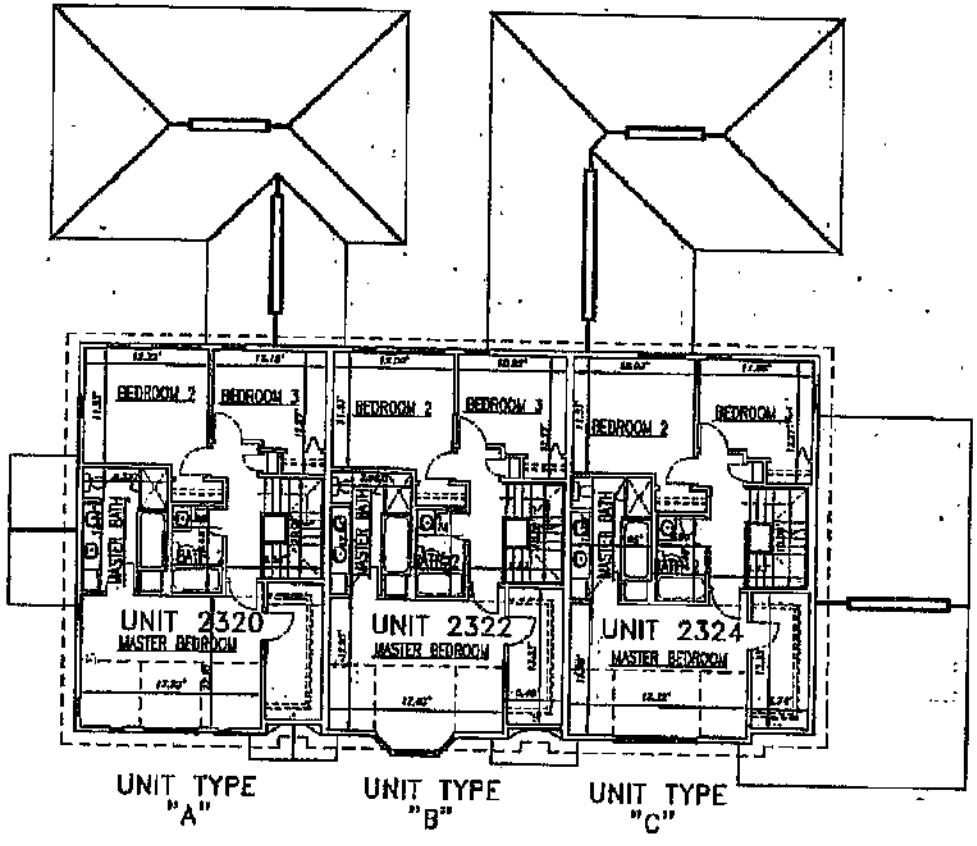
National Survey & Engineering

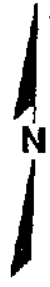
EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

BUILDING 1



SECOND FLOOR



GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

NSE PROJECT NO. 157813-SJS
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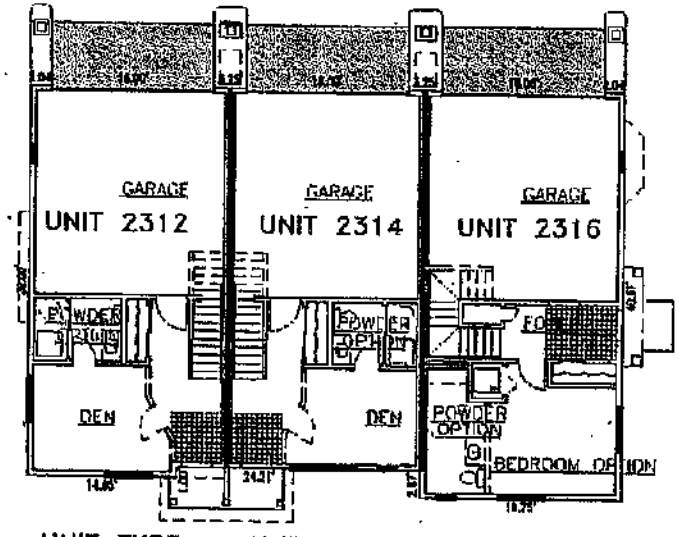
National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

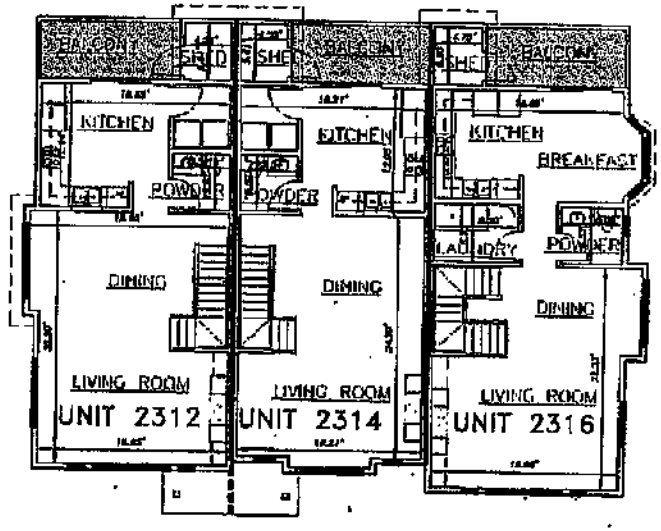
BUILDING 5



UNIT TYPE "F" | UNIT TYPE "E" | UNIT TYPE "D"

FIRST FLOOR

BUILDING 5



UNIT TYPE "F" | UNIT TYPE "E" | UNIT TYPE "D"

SECOND FLOOR

AREAS OF LIMITED COMMON ELEMENTS

N

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

AREAS OF LIMITED COMMON ELEMENTS

NSE PROJECT NO. 157813-SJS

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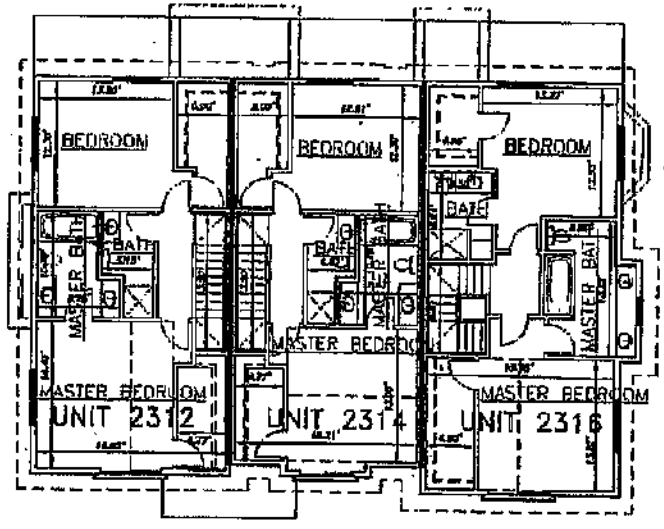
National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM

VILLAGE OF SHOREWOOD, MILWAUKEE COUNTY, WISCONSIN

1168

BUILDING 5



UNIT TYPE "F" UNIT TYPE "E" UNIT TYPE "D"

THIRD FLOOR

N

GRAPHIC SCALE

5 0 2.5 5 10 20

(IN FEET)

1 inch = 10 ft.

NSE PROJECT NO. 157813-SJS
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National Survey & Engineering

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

ANNUAL OPERATING BUDGET

EDGEWOOD PLACE APPROVED 2022 BUDGET

	A	B	C	D	E	F	G	I
1	ACCT #	Item	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	Projected YE 2021	2022 BUDGET	
2		INCOME						
3	60100	Association Fees	$ 185,817	$ 185,840	$ 185,840	$ 185,840	$ 213,716	
4	60200	Prepaid Assessments	$ (1,594)	$ 4,836	$ -		$ -	
5	60300	Late Fees		$ 77	$ -		$ -	
6	60600	Misc.	$ 150	$ 407	$ -		$ -	
7	60700	Insurance Proceeds	$ -	$ -	$ -	$ -	$ -	
8	70500	Interest on savings	$ -	$ -	$ -		$ -	
9		TOTAL OPS INCOME	$ 184,373	$ 191,160	$ 185,840	$ 185,840	$ 213,716	
10								
11		EXPENSES	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	Projected YE 2021	2022 BUDGET	
12	Utilities							
13	80100	Water & Sewer	$ 19,427	$ 19,582	$ 19,000	$ 19,000	$ 20,000	
14	80200	Electricity	$ 520	$ 515	$ 550	$ 510	$ 550	
15	Maintenance							
16	80500	Building Maintenance	$ 2,987	$ 5,038	$ 6,744	$ 6,500	$ 6,500	
17	80600	Maintenance Supplies	$ 1,899	$ 219	$ 1,500	$ 1,500	$ 1,500	
18	80700	Snow Removal	$ 36,044	$ 16,890	$ 30,000	$ 30,000	$ 30,000	
19	80800	Window Cleaning	$ 2,800	$ 2,920	$ 3,000	$ 2,975	$ 3,150	
20	80900	Gutter Cleaning	$ 5,573	$ 6,290	$ 5,000	$ 6,500	$ 6,760	
21	81100	Dryer Vent Cleaning	$ 1,699	$ -	$ 2,000	$ -	$ 2,200	
22	81200	Extermination	$ -	$ 387	$ 500	$ 1,300	$ 500	
23	81300	Fences Repairs	-	$ -	-	$ 375	$ -	
24	81400	Plumbing repairs	$ -	$ -	$ -	$ 200	$ -	
25	Landscaping							
26	82000	Grounds Care	$ 22,553	$ 22,534	$ 23,004	$ 18,810	$ 19,000	
27	82200	Landscaping & Plants,	$ 4,193	$ -	$ 3,500	$ -	$ 3,500	
28	82300	Arborist & Tree Trimming	$ 6,094	$ 8,095	$ 8,000	$ 7,000	$ 9,500	
29	82400	Mulch and Soil	$ -	$ -	$ -	$ 3,319		
30	82500	DRC Misc. Expense	$ -	$ -	$ 500	$ -	$ 500	
31	Sprinkler Insp.							
32	82800	Inspection & Repairs	$ 2,726	$ 1,432	$ 4,000	$ 33,000	$ 4,000	
33	Administrative							
34	8300	Office Supplies	$ 348	$ 281	$ 400	$ 150	$ 300	
35	83100	Meeting Charges	$ -	$ -	$ -	$ -	$ -	
36	83200	Legal	$ 1,988	$ -	$ 1,000	$ 3,200	$ 1,000	
37	83300	Income Tax Prep.&taxes	$ 349	$ 1,311	$ 1,800	$ 294	$ 400	
38	83400	Management Fees	$ 18,154	$ 18,154	$ 18,154	$ 18,154	$ 18,154	
39	83600	Banking Charges	$ 60	$ 60	$ 75	$ 60	$ 75	
40	83700	Contingency	$ -	$ -	$ -	$ -	$ -	
41	Insurance							
42	84000	Association Insurance	$ 14,943	$ 15,587	$ 16,000	$ 16,000	$ 17,000	
43	84100	Property Insurance Claim	$ -	$ -	$ -	$ -	$ -	
44	Reserve							
45	85000	Paid to Reserves	$ 41,113	$ 41,113	$ 41,113	$ 41,113	$ 69,127	
46		TOTAL OPS. EXPENS	$ 183,469	$ 160,408	$ 185,840	$ 209,960	$ 213,716	
47		Surplus (Loss)	$ 904	$ 30,752	$ -	$ (24,120)	$ -	

Address	Style	SqFt	Ownership	Yearly Assessment	Monthly Assessment
2320 East Edgewood Ave	A	1,988	2.85080000000000%	$6,092.62	$507.72
2322 East Edgewood Ave	B	1,894	2.71600000000000%	$5,804.53	$483.71
2324 East Edgewood Ave	C	2,269	3.25370000000000%	$6,953.68	$579.47
3515 North Prospect Ave	G	1,758	2.52090000000000%	$5,387.57	$448.96
3517 North Prospect Ave	H	1,666	2.38900000000000%	$5,105.68	$425.47
3519 North Prospect Ave	I	1,764	2.52950000000000%	$5,405.95	$450.50
3525 North Prospect Ave	A	1,988	2.85080000000000%	$6,092.62	$507.72
3527 North Prospect Ave.	C	2,269	3.25370000000000%	$6,953.68	$579.47
2305 East Stratford Court	A	1,988	2.85080000000000%	$6,092.62	$507.72
2307 East Stratford Court	B	1,894	2.71600000000000%	$5,804.53	$483.71
2309 East Stratford Court	C	2,269	3.25370000000000%	$6,953.68	$579.47
2312 East Edgewood Ave	F	1,791	2.56830000000000%	$5,488.87	$457.41
2314 East Edgewood Ave	E	1,730	2.48080000000000%	$5,301.87	$441.82
2316 East Edgewood Ave	D	1,932	2.77040000000000%	$5,920.79	$493.40
2302 East Edgewood Ave	I	1,764	2.52950000000000%	$5,405.95	$450.50
2304 East Edgewood Ave	H	1,666	2.38900000000000%	$5,105.68	$425.47
2306 East Edgewood Ave	G	1,758	2.52090000000000%	$5,387.57	$448.96
2227 East Stratford Court	G	1,758	2.52090000000000%	$5,387.57	$448.96
2301 East Stratford Court	H	1,666	2.38900000000000%	$5,105.68	$425.47
2303 East Stratford Court	I	1,764	2.52950000000000%	$5,405.95	$450.50
2213 East Stratford Court	A	1,988	2.85080000000000%	$6,092.62	$507.72
2215 East Stratford Court	C	2,269	3.25370000000000%	$6,953.68	$579.47
2201 East Stratford Court	C	2,269	3.25370000000000%	$6,953.68	$579.47
2203 East Stratford Court	B	1,894	2.71600000000000%	$5,804.53	$483.71
2205 East Stratford Court	A	1,988	2.85080000000000%	$6,092.62	$507.72
3510 North Maryland Ave	G	1,758	2.52090000000000%	$5,387.57	$448.96
3512 North Maryland Ave	H	1,666	2.38900000000000%	$5,105.68	$425.47
3514 North Maryland Ave	I	1,764	2.52950000000000%	$5,405.95	$450.50
3502 North Maryland Ave	C	2,269	3.25370000000000%	$6,953.68	$579.47
3504 North Maryland Ave	A	1,988	2.85080000000000%	$6,092.62	$507.72
2214 East Edgewood Ave	G	1,758	2.52090000000000%	$5,387.57	$448.96
2216 East Edgewood Ave	H	1,666	2.38900000000000%	$5,105.68	$425.47
2218 East Edgewood Ave	H	1,666	2.38900000000000%	$5,105.68	$425.47
2220 East Edgewood Ave	I	1,764	2.52950000000000%	$5,405.95	$450.50
2222 East Edgewood Ave	D	1,932	2.77040000000000%	$5,920.79	$493.40
2224 East Edgewood Ave	E	1,730	2.48080000000000%	$5,301.87	$441.82
2226 East Edgewood Ave	F	1,791	2.56830000000000%	$5,488.87	$457.41
TOTALS		69,736	100.00000000000000%	$213,716.00	$17,809.67

Total Revenue $213,716.00

EDGEWOOD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

* 0 9 2 1 2 7 6 6 *

DOC.# 09212766

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 04/05/2006 11:03AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 11.00

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: Edgewood Place Condominiums Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Edgewood Place Condominium Condominium", dated the 22 day of February, 1999 and recorded the 24 day of February, 1999 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in (Reel)(Vol.) 4500 of Records, at (Images) (Pages) 2390 through —, as Document No. 7825019, 7961950 and by a Condominium Plat (hereinafter "Condominium"). 8099205

The Condominium ~~(shall)~~ (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective May 1, 2006, _____. This determination is made by the ~~(Declarant)~~ (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by: Edgewood Place Condominiums will use a non-statutory reserve account and such other means as are available to it by law

Recording Area

Name and Return Address
Edgewood Place Condominiums
P.O. Box 250826
Milwaukee, WI 53225

Parcel Identification Number (PIN)

Dated this 25 day of March, 2006

* Jean Gurney
Title: Secretary Treasurer

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, ____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Cindy Ogle

(Signatures may be authenticated or acknowledged. Both are not necessary.)

* _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Milwaukee County.)

Personally came before me this 27 day of March, 2006, the above named Jean Gurney to me known to be the person _____ who executed the foregoing instrument and acknowledged the same.

Wendy M Bolge
* _____
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: 1-17, 2010.)

*Names of persons signing in any capacity should be typed or printed below their signature.