

NOV 14 1972

THE MEADOWS CONDOMINIUM
P.O. BOX 32033
FRANKLIN, WI 53122

~~NEW TUCKAWAY GARDENS~~

DECLARATION OF CONDOMINIUM

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REGISTER OF DEEDS

ARTICLE I

Description of Property Subject to Declaration

The property which is herewith submitted to the Condominium
form of ownership is described as follows, to-wit:

All that part of the Northwest 1/4 of Section 15, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; running thence South 00° 15' 32" East along the East line of said 1/4 Section, 440.00 feet to a point; thence South 89° 44' 28" West, 242.55 feet to a point; thence North 00° 15' 32" West, 438.96 feet to a point in the North line of said 1/4 Section; thence North 89° 29' 43" East along the North line of said 1/4 Section, 242.55 feet to the point of commencement. Dedicating therefrom the Northerly 40.00 feet and the Easterly 40.00 feet for public street purposes. Reserving therefrom the Southerly 25.00 feet of the Northerly 65.00 feet for public street purposes.

The improvements erected thereon are described in later Articles of this Declaration.

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ARTICLE II

Plan of Development

The plan of development is described and established as follows

1. Survey and Plot Plan. A platted survey of the property showing the location of each apartment thereon is attached hereto and made a part of Exhibit A.

2. Apartment Buildings. Five (5) buildings connected to each other by common entrances have been constructed upon the property as indicated by said survey and plot plan. The buildings are designated as Buildings Nos. 1, 2, 3, 4, and 5. The buildings have been constructed substantially in accordance with the plans and specifications prepared by Shepherd-Legan-Aldrian, Ltd., by John Barron Shepherd, as identified by his appropriate signature certifying that it is an accurate copy of the plans of each building as filed with and approved by the City of Franklin and other governmental subdivisions or public agency having jurisdiction over the issuance of permits for the construction of buildings, and attached hereto as Exhibit B and made a part and parcel hereof as required under Section 703.13 of the Wisconsin Unit Ownership Act.

The Five (5) apartment buildings contain a total of thirty-two (32) units. There are three (3) types of units, to-wit:

TYPE A This unit contains a living room, dining room, kitchen, two (2) bedrooms, two (2) bathrooms and a patio or balcony, and has approximately 1,142 sq. ft. of living space.

TYPE B This unit contains a living room, dining room, kitchen, two (2) bedrooms, two (2) bathrooms and a patio or balcony, and has approximately 1,136 sq. ft. of living space.

TYPE C This unit contains a living room, dining room, kitchen, two (2) bedrooms, two (2) bathrooms, a dressing area, and a patio or balcony, and has approximately 1,045 sq. ft. of living space.

Building No. 1, consisting of two (2) levels, to-wit, a first floor and a second floor, contains four (4) TYPE C units.

Building No. 2, consisting of three (3) levels, to-wit, a basement parking area, a first floor and a second floor, contains eight (8) units, four (4) of which are TYPE A and four (4) of which are TYPE B units.

Building No. 3, consisting of three (3) levels, to-wit, a basement parking area, a first floor, and a second floor, contains eight (8) TYPE C units.

Building No. 4, consisting of three (3) levels, to-wit, a basement parking area, a first floor, and a second floor, contains eight (8) units, four (4) of which are TYPE A units and four (4) are TYPE B units.

Building No. 5, consisting of two (2) levels, to-wit, a first floor and second floor, contains four (4) TYPE C units.

The buildings are constructed principally of wood, brick, concrete, and cedar. Included within each unit shall be the following electric appliances: range, refrigerator, dishwasher, garbage disposal unit, water heater, air conditioning unit, and electrical heating units.

The unit number of each unit and a statement of its location, approximate area, number of rooms and immediate common area to which it has access, and other data necessary for its proper identification is included in the plans and specifications, the survey and plot plan annexed hereto in sufficient detail so that each unit, the common areas, and the limited common areas can be determined by location.

dimension and size. The following is a brief description of the location of each unit in each building:

Building No. 1: Unit No. 101, TYPE C, located in the east section on the first floor of the building.

Unit No. 102, TYPE C, located in the west section, first floor, adjacent to Unit No. 101.

Unit No. 103, TYPE C, located on the second floor above Unit No. 101 and adjacent to Unit No. 104.

Unit No. 104, TYPE C, located on the second floor above Unit No. 102 and adjacent to Unit No. 103.

Building No. 2: Unit No. 201, TYPE B, located in the northeast section first floor, adjacent to the Atrium Garden.

Unit No. 202, TYPE A, located in the northwest section first floor, west of and adjacent to Unit No. 201, also adjacent to the Atrium Garden and north of and adjacent to Unit No. 204.

Unit No. 203, TYPE A, located in the southeast section first floor, and south of and adjacent to Unit No. 201, also adjacent to the Atrium Garden and east of and adjacent to Unit No. 204.

Unit No. 204, TYPE B, located in the southwest section first floor, south of and adjacent to Unit No. 202, also adjacent to the Atrium Garden and west of and adjacent to Unit No. 203.

Unit No. 205, TYPE B, located in the northeast section second floor, above Unit No. 201.

Unit No. 206, TYPE A, located in the northwest section second floor, above Unit No. 202.

Unit No. 207, TYPE A, located in the southeast section second floor, above Unit No. 203

Unit No. 208, TYPE B, located in the southwest section second floor, above Unit No. 204

Building No. 3: Unit No. 301, TYPE C, located in the northeast section first floor, and adjacent to Unit No. 302 on the west and Unit No. 303 on the south.

Unit No. 302, TYPE C, located in the northwest section first floor, adjacent to Unit No. 304 on the south and Unit No. 301 on the east.

Unit No. 303, TYPE C, located in the southeast section first floor, adjacent to Unit No. 301 on the north and Unit No. 304 on the west.

Unit No. 304, TYPE C, located in the southwest section first floor, adjacent to Unit No. 303 on the east and Unit No. 302 on the north.

Unit No. 305, TYPE C, located in the northeast section second floor, above Unit No. 301.

Unit No. 306, TYPE C, located in the northwest section second floor, above Unit No. 302.

Unit No. 307, TYPE C, located in the southeast section second floor, above Unit No. 303.

Unit No. 308, TYPE C, located in the southwest section second floor, above Unit No. 304.

Building No. 4: Unit No. 401, TYPE B, located in the northeast section first floor, adjacent to the Atrium Garden.

Unit No. 402, TYPE A, located in the northwest section first floor, west of and adjacent to Unit No. 401, also adjacent to the Atrium Garden and north of and adjacent to Unit No. 404.

Unit No. 403, TYPE A, located in the southeast section first floor, south of and adjacent to Unit No. 401, also adjacent to the Atrium Garden and east of and adjacent to Unit No. 404.

Unit No. 404, TYPE B, located in the southwest section first floor, south of and adjacent to Unit No. 402, also adjacent to the Atrium Garden and west of and adjacent to Unit No. 403.

Unit No. 405, TYPE B, located in the northeast section second floor, above Unit No. 401.

Unit No. 406, TYPE A, located in the northwest section second floor, above Unit No. 402.

Unit No. 407, TYPE A, located in the southeast section second floor, above Unit No. 403.

Unit No. 408, TYPE B, located in the southwest section second floor, above Unit No. 404.

Building No. 5: Unit No. 501, TYPE C, located in the east section of the first floor of the building.

Unit No. 502, TYPE C, located in the west section, first floor, adjacent to Unit No. 501.

Unit No. 503, TYPE C, located on the second floor, above Unit No. 501.

Unit No. 504, TYPE C, located on the second floor, above Unit No. 502 and adjacent to Unit No. 503.

3. Unit Boundaries. Each unit, which term as used in this paragraph concerning boundaries, shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

(A) HORIZONTAL BOUNDARIES-the upper and lower boundaries of the unit shall be:

(1) UPPER BOUNDARY

(a) Second Floor Units - the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.

(b) First Floor Units - the plane of the under surfaces of the floor slab of the second floor unit.

(ii) LOWER BOUNDARY - the plane of the upper surface of the floor slab.

(B) VERTICAL BOUNDARIES - the vertical boundaries of the unit shall be:

(1) EXTERIOR BUILDING WALLS

The interior plane of the exterior walls of the unit building bounding a unit.

(ii) INTERIOR BUILDING WALLS

The center line of walls bounding a unit.

Where there is attached to or abutting a building a balcony, canopy, patio, or other portion of the building serving only the unit being bounded, such boundaries shall be deemed to include such structures.

ARTICLE III

Common Areas and Limited Common Areas

1. The common areas shall include all portions of the Condominium property not included in the unit and which includes all matter designated in Section 703.02 (6) of the Unit Ownership Act of the Wisconsin Statutes. It shall also include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and common areas and

easements of support in every portion of a unit which contributes to the support of the buildings.

2. The limited common areas for the buildings herein shall consist of the following:

A. Thirty-two (32) separate and numbered basement garage parking spaces in buildings two (2) and four (4); thirty-two (32) separate and numbered outdoor parking spaces; and thirty-two (32) separate and numbered storage lockers located in building three (3), all of which shall be assigned to particular units by the Declarant, and

B. The Atrium Garden located in Buildings numbered two (2) and four (4), as designated on the plan attached hereto, and which Atrium Gardens are adjacent to units numbered 201, 202, 203, 204, in Building No. 2, and units numbered 401, 402, 403, 404, in Building No. 4.

The use and maintenance of limited common areas by the owner or owners entitled to use the same, shall at all times be subject to such reasonable rules and regulations as may be prescribed and established governing such use and maintenance, or which may hereinafter be prescribed and established by the Association of Unit Owners.

ARTICLE IV

Percentage of Undivided Interest in Common Areas and Voting Rights

1. Each unit shall be treated as an individual property capable of independent use and fee simple ownership, and the owner or

owners of each unit shall own, as an appurtenance to the ownership of each unit, an undivided interest in the common areas and limited common areas in equal proportion to that of every other unit owner thereto, subject however, to Article III, (2) (B) of this Declaration. Such undivided interest shall never be greater nor less than one thirty-second (1/32) of said common area.

Any two (2) units, if vertically or horizontally contiguous, may be joined together to make one (1) large unit. Such joinder will not in any way alter, for condominium purposes, the number of units in the Condominium project, nor the common expenses, the rights in the common areas, or any other right allocable to each individual apartment unit, and such will be construed merely as one (1) owner owning two (2) separate apartments with all rights, duties and obligations applicable and appertaining to each unit. All such Condominium units as are joined together may likewise be separated, but such joinder and separation shall be subject to By-Law requirements of the Association of Unit Owners and such reasonable regulations as may be imposed by the Association.

2. Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium project, each of the thirty-two (32) units is entitled to one (1) vote, regardless of size, or how title is held. Cumulative voting shall not be permitted. Members of the Board of Governors of the Association of unit owners, as established by Article VII of this Declaration, shall be elected by a plurality vote.

ARTICLE V

Statement of Purposes

The buildings and each of the units contained therein are intended and restricted to residential use only. No owner of any unit shall permit or suffer anything to be done or kept in his unit, or on the common areas, or on the limited common areas, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other occupants of the buildings or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit, or which interferes with the peaceful possession and proper use of any other unit, or the common areas, or the limited common areas.

ARTICLE VI

Service of Process

Service of process, pursuant to Section 703.11 (8) of the Wisconsin Unit Ownership Act, shall be made upon Ray T. Stemper, President of National Exchangors, Inc., at 2120 West Clybourn Street, City and County of Milwaukee, Wisconsin, until all of the units at New Tuckaway Gardens Condominium have been sold or conveyed by the Declarant. Thereafter the Association of Unit Owners hereinafter provided for, shall designate such person by a majority vote of the unit owners.

ARTICLE VII

The Association of Unit Owners

1. The administration of the Condominium property shall be governed by an incorporated Association in accordance with By-Laws, as set forth in Sections 703.18 and 703.19 of the Wisconsin Unit Ownership Act. The Board of Governors shall consist of five (5) unit owners, subject however, to the provisions of paragraph 2 of this Article.

The name of the unit ownership association shall be NEW TUCK-AWAY GARDENS CONDOMINIUM ASSOCIATION, LTD. Membership of the Association shall consist of the record owners of the units who shall have one (1) vote for each unit owned by them.

2. Pending the sale of all units in New Tuckaway Gardens Condominium, the management and administration of the property shall be vested in the Declarant who shall have the right during such time to appoint the members of the Board of Governors of the Association. The Declarant shall also have the right to adopt By-Laws, to amend the same, to provide for the maintenance, repair and replacement of common areas, to collect from the unit owners their share of the common expense, to provide and adopt a budget, to adopt or amend administrative rules for governing the details of the operation and the use of the common areas and limited common areas, to provide insurance protection against loss or damage to the common areas and limited common areas, and to provide public liability insurance and to insure against other hazards as are usual and customary in the operation of a condominium, and shall have such other powers as deemed

necessary for the administration of the property consistent with the Wisconsin Unit Ownership Act.

ARTICLE VIII

Maintenance of Common Area and Individual Units

1. The Association shall assume the responsibility for the maintenance, repair, and replacement of all portions of the buildings (excluding, however, interior wall, ceiling and floor surfaces), and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, exterior boundary walls of the units and load bearing columns, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service to the unit (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures). An appropriate assessment shall be levied against all unit owners by the Association for the maintenance in accordance with their interests in the common areas as provided in Article IV.

2. The responsibility of the unit owner shall be to maintain, repair and replace at his expense, all portions of the unit except the portions of each to be maintained, repaired and replaced by the Association, and not to paint or otherwise decorate or change any portion of the building not within the dimensions of his unit.

No unit owner shall impair any easement without first obtaining the written consent of the Association and of the unit owner or owners for whose benefits such easements exists.

ARTICLE IXRepair or Reconstruction After Casualty

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

A. In the event of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct or repair the building and other improvements shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the building and other improvements to substantially the same condition in which they existed prior to the fire, casualty or other disaster. Such reconstruction or repair shall be accomplished by the Board of Governors of the Association.

B. If the insurance proceeds are insufficient to reconstruct or repair the building and other improvements but are equal to at least ninety percent (90%) of the cost of said reconstruction and repair, then they shall be reconstructed or repaired by the Board of Governors of the Association using the insurance proceeds and the owners shall be assessed for the deficiency.

C. If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct or repair the building and other improvements, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of

at least seventy-five percent (75%) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and such decision shall also provide that the members shall be assessed for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26 of the Wisconsin Statutes shall apply.

D. Notwithstanding all of the foregoing, in the event seventy-five percent (75%) or more of the building and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.2 of the Wisconsin Statutes shall apply.

ARTICLE X

Encroachment

In the event any unit shall encroach upon any common areas or limited common areas for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appertenant to such unit shall exist for t...

continuance of such encroachment upon the common areas or limited common areas for so long as such encroachment shall naturally exist; and, in the event that any portion of the common areas or limited common areas shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common area or limited common area into any unit for so long as such encroachment shall naturally exist.

ARTICLE XI

Method of Amending Declaration

This Declaration may be amended by the affirmative votes of seventy-five percent (75%) of all of the unit owners in the Condominium. The Amendment shall be evidenced by an appropriate Certificate entitling the same to be recorded. No Amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights unless all owners of the Condominium units shall approve thereof by a one hundred percent (100%) vote, nor shall any Amendment change the rights of the Developer as contained in this Declaration.

ARTICLE XII

Termination

All of the unit owners may remove this Condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect, duly recorded, in accordance with Section 703.16 of said Unit Ownership Law.

Upon such removal of the property, it shall be deemed to be owned in common by the unit owners and the undivided interest in the property owned in common which appertains to each unit shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.

Following such termination, if the Board of Governors, by not less than seventy-five percent (75%) vote, determines to accept an offer for the sale of the property, each unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Governors directs. In such event, any action for partition or other division of the property shall be deferred pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

The members of the Board of Governors, as agent for all unit owners, shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

The removal and termination provided for in this Article shall in no way bar the subsequent resubmission of this property to the Unit Ownership Law of the State of Wisconsin.

ARTICLE XIII

Declaratory Statement of Covenants to Run With Land

This Declaration and all provisions herein contained shall constitute a covenant running with the real estate described herein, and shall be binding upon all owners, occupants, mortgagees and

parties claiming an interest in said real estate and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said National Exchangors, Inc., the Declarant herein, has caused this Document to be signed by Ray T. Stemper, its President, and countersigned by James J. Knodl, its Secretary, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this 7th day of November, 1972.



NATIONAL EXCHANGORS, INC.

By: Ray T. Stemper, President

Countersigned:

By: James J. Knodl, Secretary

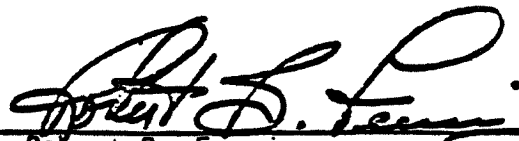
In the presence of:

Margaret S. McEachron
Margaret S. McEachron

Nancy Stenlund
Nancy Stenlund

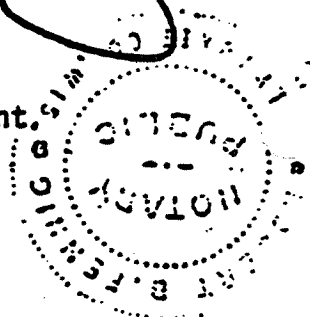
STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

Personally came before me this 7th day of November, 1972, Ray T. Stemper, President, and James J. Knodl, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the Declaration of said corporation, by its authority.



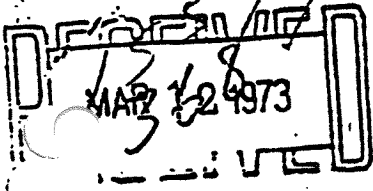
Robert B. Fennig
Notary Public
Milwaukee, Wisconsin

My commission is permanent.



This instrument was drafted by:

Robert B. Fennig, Attorney
2120 W. Clybourn St.
Milwaukee, Wisconsin 53233



AMENDMENT TO DECLARATION OF CONDOMINIUM

NATIONAL EXCHANGORS, INC., a Wisconsin corporation, hereinafter referred to as the "Declarant," does hereby amend its Declaration of Condominium of certain real property subject to the Unit Ownership Act of the State of Wisconsin, Section 703.01 to 703.28 inclusive, which Declaration was recorded in the office of the Register of Deeds for Milwaukee County on November 14, 1972, in Reel 688, Image 1418 to 1441, inclusive, as Document No. 4720922, and amended on January 26, 1973, and recorded in the office of the Register of Deeds for Milwaukee County on February 7, 1973, in Reel 703, Images 653-656, inclusive, as Document No. 4738796. The amendment consists of a change of name of the condominium from "MEADOWS OF SOUTH RIDGE" to "THE MEADOWS."

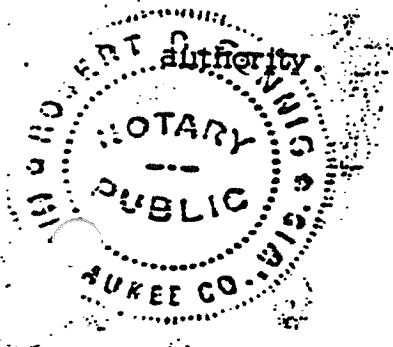
All references of identification found in the original Declaration of Condominium of New Tuckaway Gardens Condominium, and its amendment, are hereby amended and the condominium shall be identified as "THE MEADOWS."

This amendment was made in accordance with Article XI of the original Declaration of Condominium and represents the only amendment made to said Declaration, as amended, with all other provisions remaining in full force and effect.

IN WITNESS WHEREOF, the said NATIONAL EXCHANGORS, INC., the Declarant herein, has caused this document to be signed by RAY T. STEMPER, its President, and countersigned by JAMES J. KNODL, its Secretary, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this

STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

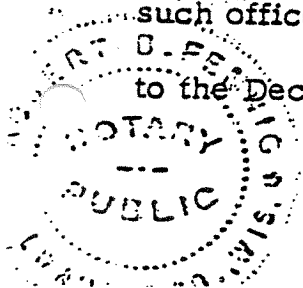
Personally came before me this 28th day of February, 1973, RAY T. STEMPER, President, and JAMES J. KNODL, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the Amendment to the Declaration of said corporation, by its

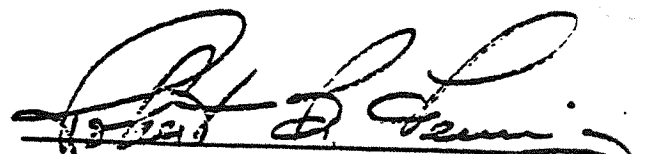



 Robert B. Fennig
 Notary Public, Milwaukee County, WI
 My Commission is permanent.

STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

Personally came before me this 28th day of February, 1973, WALTER A. WASZAK, Vice President, and LOUIS A. FONS, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the Mortgagee of the property referred to in the Amendment to the Declaration.

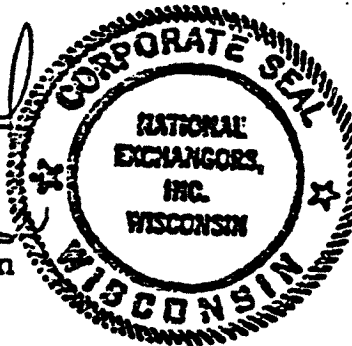



 Robert B. Fennig

28th day of February, 1973, and NATIONAL SAVINGS & LOAN ASSOCIATION, a Wisconsin corporation and Mortgagee of the premises described hereinabove, does hereby assent to the amendment and does hereby join in the execution of this amendment by causing this document to be signed by WALTER A. WASZAK, its Vice President, and countersigned by LOUIS A. FONS, its Secretary, at Milwaukee, Wisconsin, and its corporate seal hereunto affixed.

In the presence of:

Roger K. Knodl
Roger K. Knodl
Margaret S. McEachron
Margaret S. McEachron



NATIONAL EXCHANGORS, INC.
Declarant

Ray T. Stemper, President

James J. Knodl, Secretary

In the presence of:

Leonard J. Szymanski
Leonard J. Szymanski
Rosemary Blonski
Rosemary Blonski

NATIONAL SAVINGS & LOAN ASSOCIATION, Mortgagee

Walter A. Waszak, Vice President

Louis A. Fons, Secretary

4743554

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 10 55 AM

on MAR 2 1973 in
Reel 707 Image 182 to 18
Walter A. Waszak
REGISTER OF DEEDS

This instrument was drafted by:

ROBERT B. FENNIG, Attorney
2120 West Clybourn Street
Milwaukee, Wisconsin 53222