

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

4.14. Indemnity of Directors and Officers.

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

4.14.2 All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense; provide, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status as a Member of the Association.

ARTICLE 5. OFFICERS

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

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

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

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

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

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

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

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall adopt a budget for the operation of the Association at least annually. The budget will contain estimates of the cost of operating the Condominium and shall include all common expense items and may include a reserve for capital replacements.

6.2 Assessments. The estimate of common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit on an

annual basis and paid in monthly installments provided, however, that Declarant shall only be assessed as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (i) as set forth in Article 5 of the Declaration, (ii) special assessments, fines, fees or charges, and (iii) when the Declaration requires that assessments be levied on fewer than all Units. The first installment shall be paid on a prorated basis where proper, upon receipt by a Member of the deed to a Unit. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs. Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Member shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due. No Member who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment or installment such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.3 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Members to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct the checks of less than \$500.00 for payment of Association obligations, bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

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

ARTICLE 7. OBLIGATIONS OF THE MEMBERS

7.1 Maintenance and Repair. A Member shall be responsible to the Association and each other Member for any claims, damages or other liabilities arising from the Member's failure to discharge its obligations under the Declaration. A Member shall reimburse the Association or another Owner on demand for any expenditures incurred in repairing or replacing any part of such other owner's Unit, Building or the Common Elements damaged by the reimbursing Member, any member of such Member's family, or a tenant, employee or other user or occupant of the reimbursing Member's Unit or Building.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by the owners of a least sixty-seven (67%) percent of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be 44 until such time as Declarant's rights to expand the Condominium, as described in Article 10 of the Declaration, shall expire. No amendment shall limit any right granted to or reserved by Declarant herein.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

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

9.2 Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

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

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Act or the Declaration, the Act or Declaration will control.

**ARTICLES OF INCORPORATION
OF
BRISTLECONE PINES CONDOMINIUM ASSOCIATION, INC.**

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE 1. NAME

The name of the corporation shall be BRISTLECONE PINES CONDOMINIUM ASSOCIATION, INC.

ARTICLE 2. PERIOD OF EXISTENCE

The corporation shall have perpetual existence.

ARTICLE 3. PURPOSES

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

3.1 To serve as an association of unit owners who own real estate and improvements subject to the terms and conditions of the Declaration of Condominium of Bristlecone Pines Condominium (the "Declaration"), as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

3.2 To provide for the administration, maintenance, preservation and control of the Property in accordance with and in furtherance of the Declaration; and

3.3 To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under law, subject to the Declaration.

ARTICLE 4. MEMBERS AND VOTING

The owner of any Unit in the Condominium shall automatically be a member of this corporation upon acquisition of ownership. Each member shall remain a member until such time as ownership ceases for any reason, at which time membership in this corporation shall automatically cease. The respective rights, qualifications and obligations of each of the members of this corporation are set forth in the Declaration and By-Laws of this corporation.

ARTICLE 5. PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 1325 East Bristlecone Drive, Hartland, Wisconsin, 53029, and the initial registered agent shall be Mark Malec at the above address.

ARTICLE 6. DIRECTORS

The number of directors of this corporation shall be fixed in the By-Laws but in no event shall be less than three (3). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and By-Laws of the corporation.

The number of directors constituting the initial Board of Directors shall be three (3), and their names and address are:

Mark Malec	1325 East Bristlecone Drive Hartland, Wisconsin 53029
John Malec	1325 East Bristlecone Drive Hartland, Wisconsin 53029
Michael Malec	1325 East Bristlecone Drive Hartland, Wisconsin 53029

ARTICLE 7. INCORPORATOR

The name and address of the incorporator of this corporation is:

Mark Malec
1325 East Bristlecone Drive
Hartland, Wisconsin 53029

ARTICLE 8. AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of ninety (90%) percent of the entire membership of this corporation.

ARTICLE 9. STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. Subject to its By-Laws, this corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered or to provide reimbursement for expenses incurred by such persons on

behalf of the corporation. This corporation may be dissolved with the written consent of not less than seventy-five (75%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if no entity of similar purpose is deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 12 day of April, 1995.



Mark Malec

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 12 day of April, 1995, the above named Mark Malec, to me known to be the person who executed the foregoing instrument and acknowledged the same.



* JoAnne C. Marks
Notary Public, State of Wisconsin
My Commission: June 8, 1997

This instrument was drafted by
and should be returned to:
Hal Karas
MICHAEL, BEST & FRIEDRICH
100 East Wisconsin Avenue, #3300
Milwaukee, WI 53202-4108

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BRISTLECONE PINES CONDOMINIUM

This First Amendment to the Declaration of Condominium of Bristlecone Pines Condominium is made by Malec Holdings II, Ltd. ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Bristlecone Pines Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 2031446 ("Declaration"), which subjected certain property in the Village of Hartland, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 10 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon one (1) building, which shall contain two (2) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

The property and improvements thereon to be added hereunder, together with the Condominium created under the Declaration shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit Owner" shall mean the owner of a unit in any of the Buildings previously declared or declared herein, unless otherwise limited.

Amendments

NOW, THEREFORE, the Declarant, pursuant to Article 10 of the Declaration hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Planned Unit Development Agreement, Declaration of Covenants, Conditions and Restrictions of Bristlecone Pines, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 2.1 of the Declaration is hereby amended by striking the number "four" therefrom and inserting the number "six" therefor.

2. Section 3.1 of the Declaration is hereby amended by striking the number "four (4)" therefrom and substituting the number "six (6)" therefor and by striking the percentage "25%" therefrom and substituting the percentage "16.7%" therefor.

3. Exhibits A, B, C, and D to the Declaration are hereby amended as follows:

- (a) Exhibits A, B, C, as recorded are expanded to include Exhibits 2A, 2B, and 2C, attached hereto; and
- (b) Exhibit D as recorded is amended as described on the attached Exhibit 2D.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 10 nor does it represent that the Building herein submitted is the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 2D setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 8 day of September, 1995.

MALEC HOLDINGS II, Ltd.

By: Mark E. Malec
Mark E. Malec, Vice President

A C K N O W L E D G M E N T

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Personally came before me this 8th day of September, 1995, the above named Mark E. Malec, who acknowledged himself to be the Vice President of Malec Holdings II, Ltd., and to me known to be the person who executed the foregoing instrument as President of such entity, by its authority, and acknowledged the same.

Katherine Hassel
Notary Public, State of Wisconsin
My Commission: exp 5/9/99

This Instrument was Drafted By:

Hal Karas, Esq.
Paul R. Seifert, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

Return to:

Hal Karas, Esq.

h:\prs\daily\bcombat\9/8/05

UNIT ADDRESSES

UNIT 9 1218 E SWEETBRIAR LANE, HARTLAND, WI 53029
UNIT 10 1214 E SWEETBRIAR LANE, HARTLAND, WI 53029

C.T.H. "K"

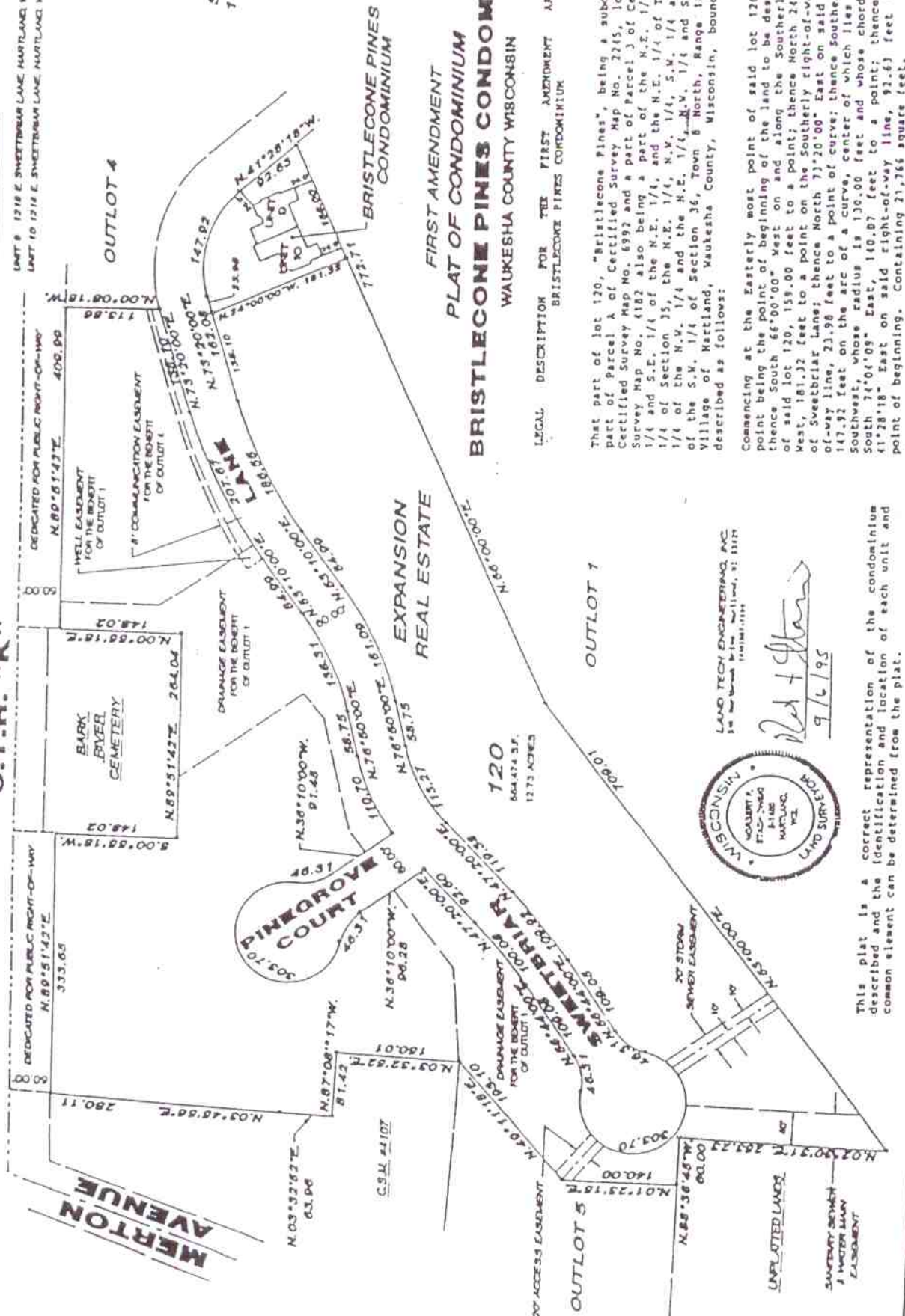


EXHIBIT 2B

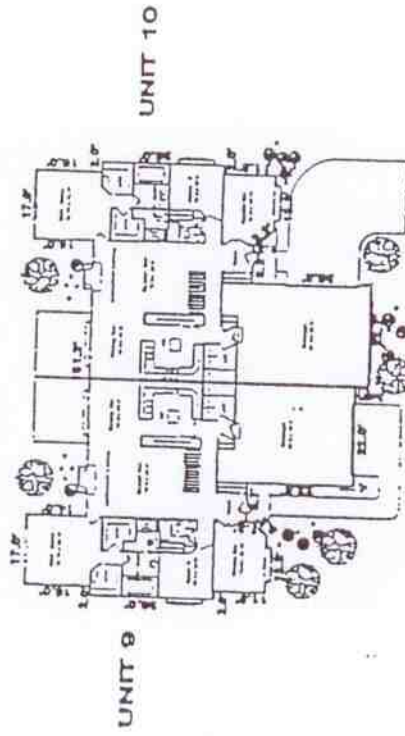
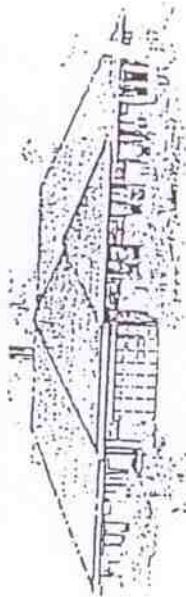
EXHIBIT 2B TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
BRISTLECONE PINES CONDOMINIUM

UNIT ADDRESSES FOR UNITS ADDED IN FIRST AMENDMENT

Unit 9	1218 E. Sweetbriar Lane, Hartland, Wisconsin 53029
Unit 10	1216 E. Sweetbriar Lane, Hartland, Wisconsin 53029

FIRST AMENDMENT
PLAT OF CONDOMINIUM
BRISTLECONE PINES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN

Floor Plans



The Area is approximately 200 square feet of living area per unit.

C.T.H. "K"

UNIT ADDRESS

UNIT 9 1218 E. SWEETBURN LANE HARTLAND WI 53029
UNIT 10 1218 E. SWEETBURN LANE HARTLAND WI 53029

DEDICATED FOR PUBLIC RIGHT-OF-WAY
N. 89° 01' 42" E
333.65

MERTON AVENUE

DEDICATED FOR PUBLIC RIGHT-OF-WAY
N. 89° 01' 42" E
333.65

BLAKE RIVER CEMETERY

N. 89° 01' 42" E 284.04
N. 00° 05' 18" E 148.02

WELL EASEMENT FOR THE BENEFIT OF OUTLOT 1
N. 89° 01' 42" E 400.00
N. 00° 05' 18" E 115.88

OUTLOT 4

8' COMMUNICATION EASEMENT FOR THE BENEFIT OF OUTLOT 4

DRAINAGE EASEMENT FOR THE BENEFIT OF OUTLOT 1

SCALE: 1"=100'

PINK GROVE COURT

N. 36° 10' 00" W. 97.48
N. 76° 00' 00" E 110.70
N. 76° 00' 00" E 58.75
N. 76° 00' 00" E 110.70
N. 76° 00' 00" E 58.75

N. 03° 32' 52" E 63.96
N. 03° 45' 50" E 280.11
N. 03° 32' 52" E 63.96
N. 03° 45' 50" E 280.11

BRISTLECONE PINES CONDOMINIUM

FIRST AMENDMENT
PLAT OF CONDOMINIUM
BRISTLECONE PINES CONDOMINIUM
WAUKESHA COUNTY WISCONSIN

EXPANSION REAL ESTATE

120
64,474 S.F.
1.473 ACRES

OUTLOT 5

OUTLOT 1

EXPANSION REAL ESTATE AREA

LEGAL DESCRIPTION: Lot 120, "Bristlecone Pines", being a subdivision part of Parcel A of Certified Survey Map No. 2245, lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182 also being a part of the N.E. 1/4, N.W. 1/4 and S.E. 1/4 of the N.E. 1/4, and the N.E. 1/4 of the S.E. 1/4 of Section 35, the N.E. 1/4, N.W. 1/4, S.W. 1/4 and S.E. 1/4 of the N.W. 1/4 and the N.E. 1/4, N.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 36, Town 8 North, Range 16 East, Village of Hartland, Waukesha County, Wisconsin, excepting therefrom the Bristlecone Pines Condominium First Amendment area described on sheet 1 of this plat.

UNPLATTED LAND

SUBDUT DUTCH 3 WATER ALLEY EASEMENT

**SECOND AND THIRD AMENDMENTS TO DECLARATION OF CONDOMINIUM
OF BRISTLECONE PINES CONDOMINIUM**

This Second and Third amendment to the Declaration of Condominium of Bristlecone Pines Condominium is made by Malec Holdings II, Ltd. ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Bristlecone Pines Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 2031446 ("Declaration"), which subjected certain property in the Village of Hartland, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 10 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon two (2) buildings, which shall contain Four (4) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

The property and improvements thereon to be added hereunder, together with the Condominium created under the Declaration shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit Owner" shall mean the owner of a unit in any of the Buildings previously declared or declared herein, unless otherwise limited.

Amendments

NOW, THEREFORE, the Declarant, pursuant to Article 10 of the Declaration hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Planned Unit Development Agreement, Declaration of Covenants, Conditions and Restrictions of Bristlecone Pines, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 2.1 of the Declaration is hereby amended by striking the number "six" therefrom and inserting the number 10 therefor.

2. Section 3.1 of the Declaration is hereby amended by striking the number "six (6)" therefrom and substituting the number "ten (10)" therefor and by striking the percentage "16.7" therefrom and substituting the percentage "10%" therefor.

3. Exhibits 2A, 2B, 2C and 2D to the Declaration are hereby amended as follows:

- (a) Exhibits 2A, 2B, 2C, as recorded are expanded to include Exhibits 3A, 3B and 3C, and 4A, 4B, and 4C, attached here to; and
- (b) Exhibit 2D as recorded is amended as described on the attached Exhibit 3D and 4D.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 10 nor does it represent that the Building herein submitted is the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 3D and 4D setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 6 day of December, 1995.

MALEC HOLDINGS II, LTD.

By: _____

Mark E. Malec, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 6 day of December, 1995, the above named Mark E. Malec, who acknowledged himself to be the Vice President of Malec Holdings II, Ltd., and to me known to be the person who executed the foregoing instrument as President of such entity, by its authority, and acknowledged the same.

JoAnne C. Marks
Notary Public, State of Wisconsin

My Commission expires June 2 1997

Drafted by: Malec Holdings II, Ltd. (John Malec)

Return to: Malec Holdings II, Ltd
1325 E. Bristlecone Drive
Hartland, WI 53029

SECOND AMENDMENT - PLAT OF CONDOMINIUM

BRISTLECONE PINES CONDOMINIUM

VILLAGE OF HARTLAND,
WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION: LOT 84, BRISTLECONE PINES, BEING A SUBDIVISION PART OF PARCEL A OF CERTIFIED SURVEY MAP NO. 2243, LOT 2 OF CERTIFIED SURVEY MAP NO. 6992 AND A PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 4182 ALSO BEING A PART OF THE N.E. 1/4, N.W. 1/4 AND S.E. 1/4 OF THE N.E. 1/4, AND THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 35, TOWNSHIP 14N, RANGE 18E, RANGE 18E, EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN.

Excepting therefrom the following described lands:

Commencing at the Southwest corner of said Lot 84, said point being on the West line of the Southwest 1/4 of Section 36; thence North 00°43'19" East on and along said 1/4 Section line 269.64 feet; thence South 75°20'06" East, 152.32 feet; thence South 14°39'54" West, 240.00 feet; thence North 89°16'41" West, 90.00 feet to the point of beginning.

LOT 85

BRISTLECONE PINES

60 WISCONSIN ELECTRIC POWER CO EASEMENT

N 00°43'19"E

269.64

90.00

EXPANSION REAL ESTATE

240.00



This plat is a correct representation of the condominium described and the identification and location of each unit and common element can be determined from the plat.

LAND TECH ENGINEERING, INC.
515 North Main Street, Hartland, WI 53029
(608) 821-1999

PONDEROSA DRIVE

THORNBUSH CIRCLE

LOT 83
BRISTLECONE PINES

OUTLOT 3
BRISTLECONE PINES

OUTLOT 1
BRISTLECONE PINES

OUTLOT 1
BRISTLECONE PINES

UNIT ADDRESSES

UNIT	ADDRESS
5	508 N. PONDEROSA DRIVE, HARTLAND, WI 53029
6	504 N. PONDEROSA DRIVE, HARTLAND, WI 53029



REEL 2155 SHAB 0213

EXHIBIT 3B

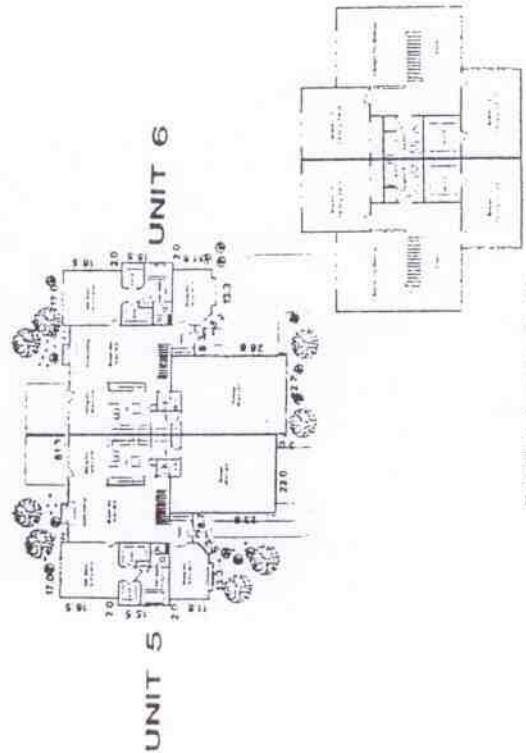
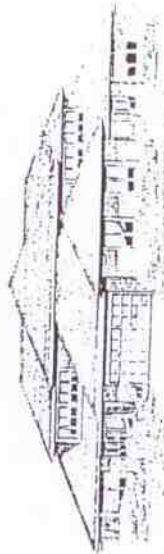
**EXHIBIT 3B TO SECOND AND THIRD AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
BRISTLECONE PINES CONDOMINIUM**

**UNIT ADDRESSES FOR UNITS ADDED IN SECOND AND THIRD
AMENDMENT**

- | | |
|--------|---|
| Unit 5 | 506 N. Ponderosa Drive, Hartland, Wisconsin 53029 |
| Unit 6 | 504 N. Ponderosa Drive, Hartland, Wisconsin 53029 |

SECOND AMENDMENT - PLAT OF CONDOMINIUM
BRISTLECONE PINES CONDOMINIUM
 VILLAGE OF HARTLAND,
 WAUKESHA COUNTY, WISCONSIN

FLOOR PLANS



The Saddle Deck is approximately 350 square feet of living area per unit.



Plot + Plan
 11/21/95

EXHIBIT 3D

SECOND AMENDMENT - PLAT OF CONDOMINIUM

BRISTLECONE PINES CONDOMINIUM

VILLAGE OF HARTLAND,
WAUKESHA COUNTY, WISCONSIN

EXPANSION REAL ESTATE AREA

LEGAL DESCRIPTION: LOT 84, BRISTLECONE PINES, BEING A SUBDIVISION PART OF PARCEL A OF CERTIFIED SURVEY MAP NO. 2745, LOT 2 OF CERTIFIED SURVEY MAP NO. 6992 AND A PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 4182 ALSO BEING A PART OF THE N.E. 1/4, N.W. 1/4 AND S.E. 1/4 OF THE N.E. 1/4, AND THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 35, THE N.E. 1/4, N.W. 1/4, S.W. 1/4 AND S.E. 1/4 OF THE S.W. 1/4 AND THE N.E. 1/4, N.W. 1/4 AND S.W. 1/4 OF SECTION 36, TOWN 8 NORTH, RANGE 18 EAST, VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN, bounded and described as follows:

Commencing at the Southwest corner of said Lot 84, said point being on the West line of the Southwest 1/4 of Section 36; thence North 00°43'19" East on and along said 1/4 Section line 269.64 feet; thence South 75°20'06" East, 152.32 feet; thence South 14°39'54" West, 240.00 feet; thence North 89°16'41" West, 90.00 feet to the point of beginning.

LOT 85

BRISTLECONE PINES

80 WISCONSIN ELECTRIC POWER CO EASEMENT

N 00°43'19"E

N 89°16'41" W

269.64

90.00

EXPANSION REAL ESTATE



Robert J. Stachowicz
11/21/95

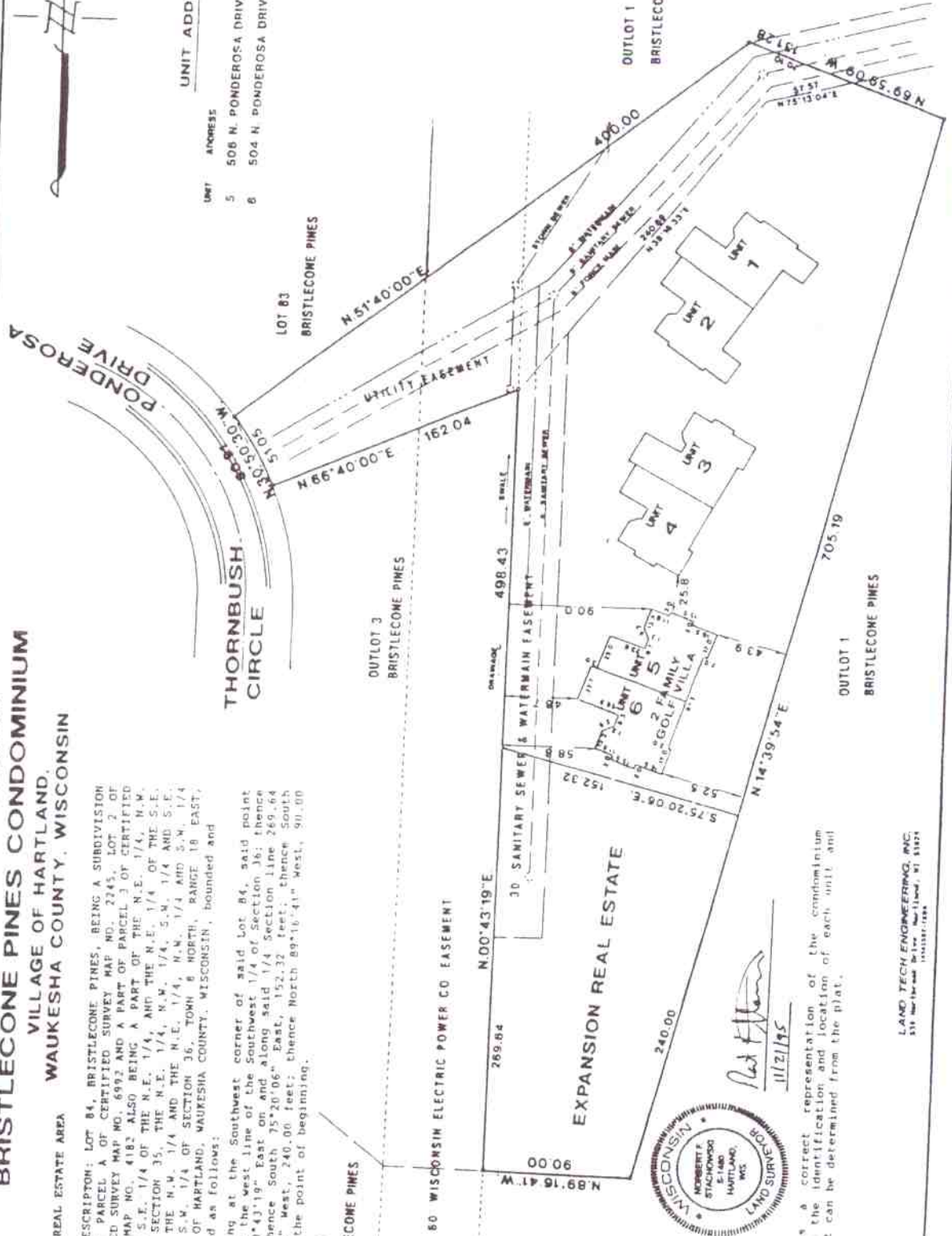
This plat is a correct representation of the condominium described and the identification and location of each unit and common element can be determined from the plat.

LAND TECH ENGINEERING, INC.
515 West 1st Street, Suite 100, WI 53024
10/1/1995



UNIT ADDRESSES

UNIT	ADDRESS
5	508 N. PONDEROSA DRIVE, HARTLAND, WI 5302
8	504 N. PONDEROSA DRIVE, HARTLAND, WI 5302



OUTLOT 1
BRISTLECONE PINES

LOT 83
BRISTLECONE PINES

OUTLOT 3
BRISTLECONE PINES

OUTLOT 1

BRISTLECONE PINES

OUTLOT 1

BRISTLECONE PINES

EXHIBIT 4A

UNIT ADDRESSES

UNIT 19 1122 E. SWEETBRIAR LA.
HARTLAND, WI 53020

UNIT 20 1120 E. SWEETBRIAR LA.
HARTLAND, WI 53029

SCALE:
1" = 100'



THIRD AMENDMENT

PLAT OF CONDOMINIUM BRISTLECONE PINES CONDOMINIUM WAUKESHA COUNTY WISCONSIN

LEGAL DESCRIPTION FOR THE THIRD AMENDMENT AREA TO BE ADDED TO THE BRISTLECONE PINES CONDOMINIUM

That part of lot 120, "Bristlecone Pines", being a subdivision of Parcel A of Certified Survey Map No. 2245, lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182 also being a part of the N.E. 1/4, N.W. 1/4 and S.E. 1/4 of the N.E. 1/4, and the N.E. 1/4 of the S.E. 1/4 of Section 35, the N.E. 1/4, N.W. 1/4, S.W. 1/4 and S.E. 1/4 of the S.W. 1/4 of Section 36, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Easterly most point of said lot 120; thence South 66°00'00" West on and along the southerly line of said lot 120, 654.19 feet to the point of beginning of the land to be described; thence continuing South 66°00'00" West, 110.52 feet to a point; thence North 19°15'03" West, 178.96 feet to a point; thence North 76°50'00" East, 58.75 feet to a point of curve; thence Northwesterly 54.45 feet on the arc of a curve, center lies to the North, whose radius is 190.00 feet and whose chord bears North 77°50'00" East, 54.41 feet; thence South 21°10'00" East, 159.03 feet to the point of beginning.

LAND TECH. ENGINEERING, INC.
510 North Main Street, Suite 200, WI 53074
(414) 281-7444



Robert A. Stachowicz
11/21/95

This plat is a correct representation of the condominium described and the identification and location of each unit and common element can be determined from the plat.

EXHIBIT 4B

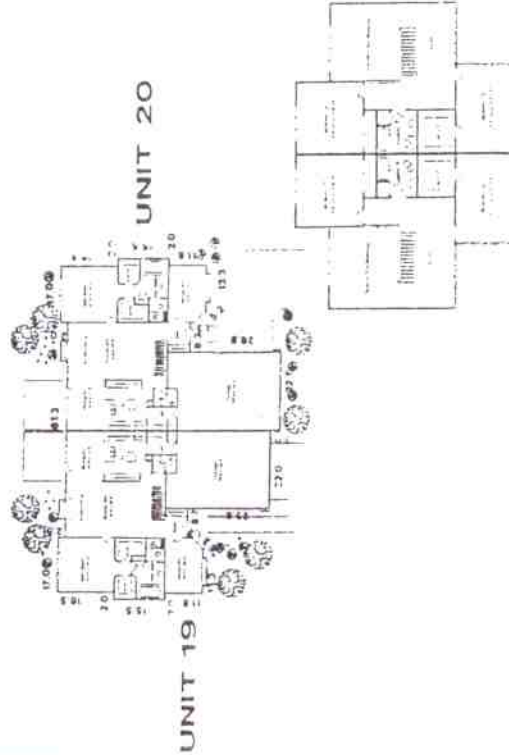
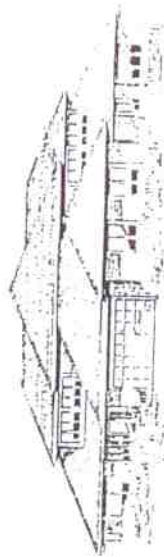
EXHIBIT 4B TO SECOND AND THIRD AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
BRISTLECONE PINES CONDOMINIUM

UNIT ADDRESSES FOR UNITS ADDED IN SECOND AND THIRD
AMENDMENT

Unit 19	1123 E. Sweetbriar Lane, Hartland, Wisconsin 53029
Unit 20	1121 E. Sweetbriar Lane, Hartland, Wisconsin 53029

THIRD AMENDMENT
PLAT OF CONDOMINIUM
BRISTLECONE PINES CONDOMINIUM
WAUKESHA COUNTY WISCONSIN

Floor Plans



The Suite Block is approximately 250 square feet of living area per unit.

EXPANSION REAL ESTATE AREA

LEGAL DESCRIPTION: Lot 120, "Bristlecone Pines", being a subdivision of part of Parcel A of Certified Survey Map No. 2245, lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182, also being a part of the N.E. 1/4, N.W. 1/4 and S.E. 1/4 of the N.E. 1/4, and the N.E. 1/4 of the S.E. 1/4 of Section 35, the N.E. 1/4, N.W. 1/4 S.W. 1/4 and S.W. 1/4 of the N.W. 1/4 and the N.E. 1/4, N.W. 1/4, 1/4 18 East, Village of Hartland, Waukesha County, Wisconsin, excepting therefrom the Bristlecone Pines Condominium First Amendment area and the Bristlecone Pines Condominium third amendment area described on Sheet 1 of this plat.

2059843
REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
95 DEC 29 AM 9:39
REEL 2138 IMAGE 0209
Handwritten signature
REGISTER OF DEEDS



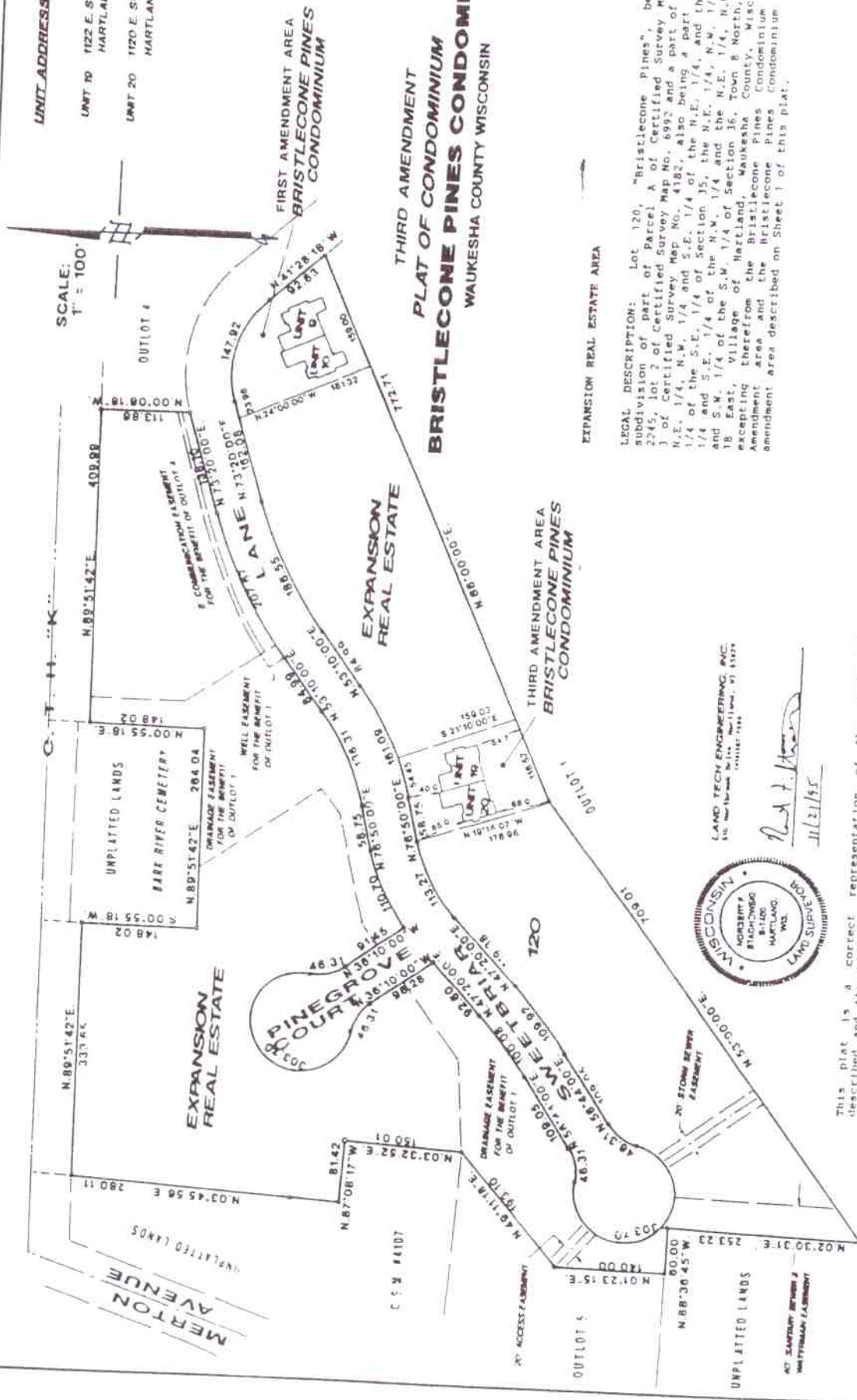
Handwritten signature
11/21/95

EXHIBIT 4D

UNIT ADDRESSES

UNIT 19 1122 E. SWEETBRIAR LANE
HARTLAND, WI 53029

UNIT 20 1120 E. SWEETBRIAR LANE
HARTLAND, WI 53029



THIRD AMENDMENT PLAT OF CONDOMINIUM BRISTLECONE PINES CONDOMINIUM WAUKESHA COUNTY WISCONSIN

EXPANSION REAL ESTATE AREA

LEGAL DESCRIPTION: Lot 120, "Bristlecone Pines", being a subdivision of part of Parcel A of Certified Survey Map No. 2245, lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182, also being a part of the N.E. 1/4, N.W. 1/4 and S.E. 1/4 of the N.E. 1/4, and the N.E. 1/4 and S.E. 1/4 of Section 15, the N.E. 1/4, N.W. 1/4 S.W. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 16, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin, excepting therefrom the Bristlecone Pines Condominium First Amendment Area and the Bristlecone Pines Condominium third amendment area described on Sheet 1 of this plat.

LAND TECH ENGINEERING, INC.
510 North Lincoln Street, Suite 100
Hartland, WI 53029



This plat is a correct representation of the condominium described and the identification and location of each unit and common element can be determined from the plat.

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BRISTLECONE PINES CONDOMINIUM**

This Fourth Amendment to the Declaration of Condominium of Bristlecone Pines Condominium is made by Malec Holdings II, Ltd. ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Bristlecone Pines Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 2031446 ("Declaration"), which subjected certain property in the Village of Hartland, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 10 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon one (1) building, which shall contain Two (2) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

The property and improvements thereon to be added hereunder, together with the Condominium created under the Declaration shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit Owner" shall mean the owner of a unit in any of the Buildings previously declared or declared herein, unless otherwise limited.

Amendments

NOW, THEREFORE, the Declarant, pursuant to Article 10 of the Declaration hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Planned Unit Development Agreement, Declaration of Covenants, Conditions and Restrictions of Bristlecone Pines, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 2.1 of the Declaration is hereby amended by striking the number "ten" therefrom and inserting the number "twelve" therefor.

2. Section 3.1 of the Declaration is hereby amended by striking the number "ten (10)" therefrom and substituting the number "twelve (12)" therefor and by striking the percentage "10%" therefrom and substituting the percentage "8.333%" therefor.

3. Exhibits 4A, 4B, 4C and 4D to the Declaration are hereby amended as follows:

- (a) Exhibits 4A, 4B, 4C, as recorded are expanded to include Exhibits 5A, 5B and 5C, attached here to; and
- (b) Exhibit 4D as recorded is amended as described on the attached Exhibit 5D.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 10 nor does it represent that the Building herein submitted is the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 5D setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 10 day of June, 1996.

MALEC HOLDINGS II, LTD.

By: Mark E. Malec

Mark E. Malec, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 10 day of June, 1996, the above named Mark E. Malec, who acknowledged himself to be the Vice President of Malec Holdings II, Ltd., and to me known to be the person who executed the foregoing instrument as Vice President of such entity, by its authority, and acknowledged the same.

JoAnne C. Marks

Notary Public, State of Wisconsin

My Commission expires: June 8, 1997

Drafted by:
Malec Holdings II, Ltd.
(Mark Malec)

Return To:
Malec Holdings II, Ltd.
1325 E. Bristlecone Dr.
Hartland, WI 53029



2. Section 3.1 of the Declaration is hereby amended by striking the number "fourteen (14)" therefrom and substituting the number "sixteen (16)" therefor and by striking the percentage "7.1428%" therefrom and substituting the percentage "6.2500%" therefor.

REEL2475INAD0024

3. Exhibits 6A, 6B, 6C and 6D to the Declaration are hereby amended as follows:

- (a) Exhibits 6A, 6B, 6C, as recorded are expanded to include Exhibits 7A, 7B and 7C, attached here to; and
- (b) Exhibit 6D as recorded is amended as described on the attached Exhibit 7D.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 10 nor does it represent that the Building herein submitted is the full extent of the exercise of its rights hereunder. However, **DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.** Attached hereto is Exhibit 7D setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 16 day of July, 1997.

MALEC HOLDINGS II, LTD.

By:

Mark E. Malec, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS

COUNTY OF WAUKESHA)

Personally came before me this 16 day of July, 1997, the above named Mark E. Malec, who acknowledged himself to be the Vice President of Malec Holdings II, Ltd., and to me known to be the person who executed the foregoing instrument as Vice President of such entity, by its authority, and acknowledged the same.

JoAnne C. Marks
Notary Public, State of Wisconsin
My Commission expires: June 3, 2001

Drafted by:
Malec Holdings II, Ltd.
(Mark Malec)

Return To:
Malec Holdings II, Ltd.
1325 E. Bristlecone Drive
Hartland, WI 53029

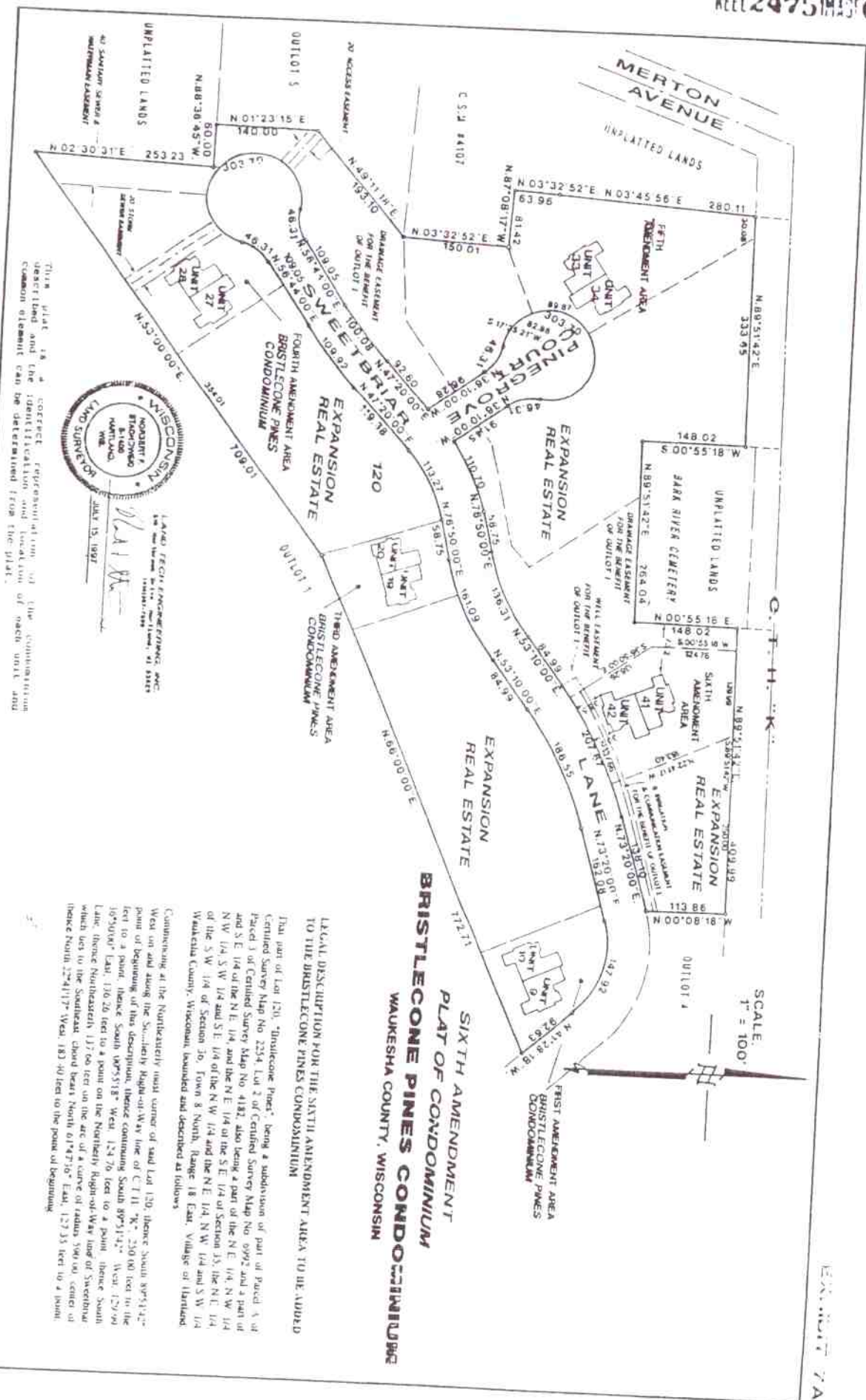


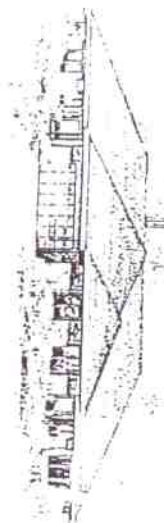
EXHIBIT 7B TO SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
BRISTLECONE PINES CONDOMINIUM

UNIT ADDRESSES FOR UNITS ADDED IN SIXTH AMENDMENT

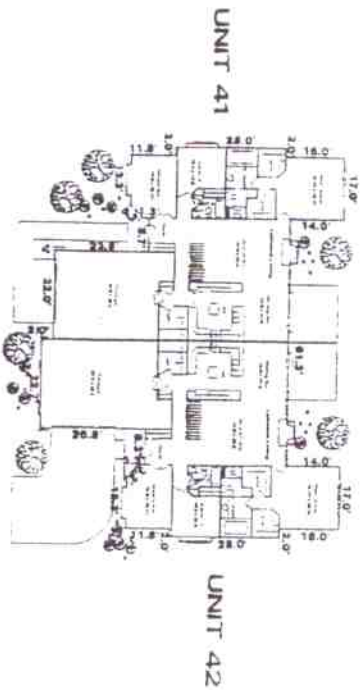
Unit 41	1210 E. Sweetbriar Lane, Hartland, Wisconsin 53029
Unit 42	1208 E. Sweetbriar Lane, Hartland, Wisconsin 53029

SIXTH AMENDMENT
PLAT OF CONDOMINIUM
BRISTLECONE PINES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN

Floor Plans



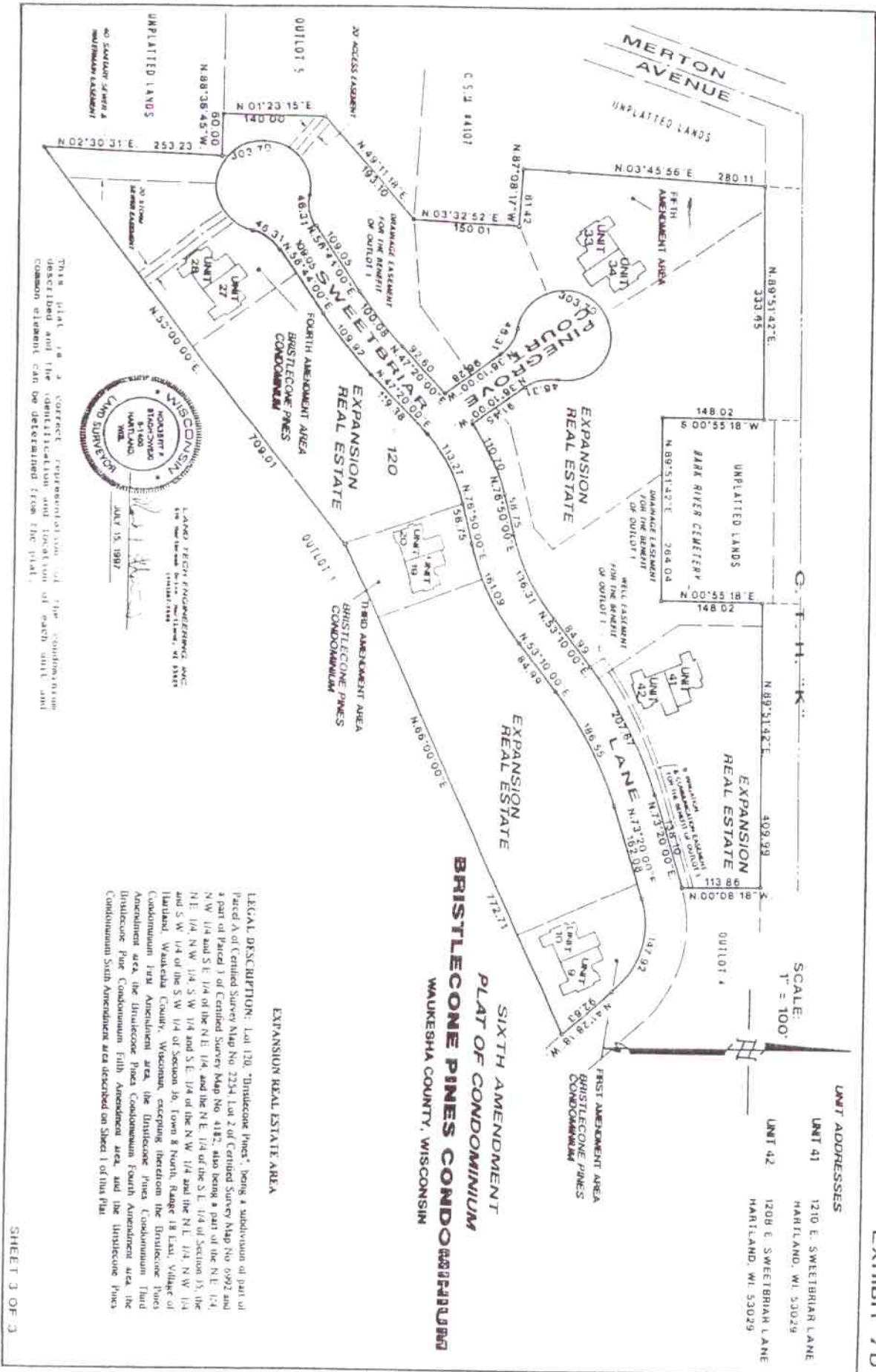
REVERSE PLAN



The diagram is approximately 1000 square feet of living area per unit.



LAND TECH ENGINEERING, INC.
340 West Lincoln Street, Suite 100, Waukegan, IL 60087
(815) 491-1100



**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BRISTLECONE PINES CONDOMINIUM**

This Seventh Amendment to the Declaration of Condominium of Bristlecone Pines Condominium is made by Malec Holdings II, Ltd. ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Bristlecone Pines Condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 2031446 ("Declaration"), which subjected certain property in the Village of Hartland, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 10 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon one (1) building, which shall contain Two (2) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

The property and improvements thereon to be added hereunder, together with the Condominium created under the Declaration shall be referred to herein jointly as the "Condominium". As used herein, the term "Unit Owner" shall mean the owner of a unit in any of the Buildings previously declared or declared herein, unless otherwise limited.

Amendments

NOW, THEREFORE, the Declarant, pursuant to Article 10 of the Declaration hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Planned Unit Development Agreement, Declaration of Covenants, Conditions and Restrictions of Bristlecone Pines, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 2.1 of the Declaration is hereby amended by striking the number "sixteen" therefrom and inserting the number "eighteen" therefor.

2. Section 3.1 of the Declaration is hereby amended by striking the number "sixteen (16)" therefrom and substituting the number "eighteen (18)" therefor and by striking the percentage "6.2500%" therefrom and substituting the percentage "5.556%" therefor.

3. Exhibits 7A, 7B, 7C and 7D to the Declaration are hereby amended as follows:

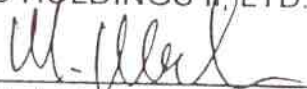
- (a) Exhibits 7A, 7B, 7C, as recorded are expanded to include Exhibits 8A, 8B and 8C, attached here to; and
- (b) Exhibit 7D as recorded is amended as described on the attached Exhibit 8D.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 10 nor does it represent that the Building herein submitted is the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 8D setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 11 day of September, 1997.

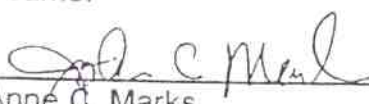
MALEC HOLDINGS II, LTD.

By: 
Mark E. Malec, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 11 day of September, 1997, the above named Mark E. Malec, who acknowledged himself to be the Vice President of Malec Holdings II, Ltd., and to me known to be the person who executed the foregoing instrument as Vice President of such entity, by its authority, and acknowledged the same.


JoAnne C. Marks
Notary Public, State of Wisconsin
My Commission expires: June 3, 2001

Drafted by:
Malec Holdings II, Ltd.
(Mark Malec)

Return To:
Malec Holdings II, Ltd.
1325 E. Bristlecone Drive
Hartland, WI 53029



SEVENTH AMENDMENT
PLAT OF CONDOMINIUM
BRISTLECONE PINES CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION FOR THE SEVENTH AMENDMENT AREA TO
BE ADDED TO THE BRISTLECONE PINES CONDOMINIUM

That part of area 120, "Bhincane Phra", being a subdivision of part of Parcel A of Certified Survey Map No. 2257, Lot 2 of Certified Survey Map No. 6592 and a part of Parcel J of Certified Survey Map No. 4152, also being a part of the N.E. 1/4, N.E. 1/4, S.E. 1/4 of the S.W. 1/4 and the N.E. 1/4 of the S.E. 1/4 of Section 25, the N.E. 1/4 and S.W. 1/4 of S.E. 1/4, and the N.E. 1/4 of the N.W. 1/4 and the N.E. 1/4 and S.W. 1/4 of the S.W. 1/4 of Section 30, Town 8 North, Range 18 East, Village of Haurial, Maricopa County, Wisconsin, bounded as follows:

C. commencing the Easterly most point of said lot 120; thence South 66°30'00" West on and along the Southerly line of said lot 120, 772.71 feet to a point; thence South 53°00'00" West along said Southerly line 220.45 feet to the point of beginning of the land to be described; thence commencing South 53°00'00" West, 123.95 feet to a point; thence North 71°00'00" West, 177.07 feet to a point on the southerly right-of-way line of Swarthear Lake; thence North 56°44'00" West, 1.57 feet to a point on the southerly right-of-way line of Swarthear Lake; thence North 54°83'00" East on said line 68.91 feet to a point of curve; thence Northeasterly 54°83'00" at the arc of said curve of radius 670.00 feet, center of which lies to the Northwest, chord bears North 54°21'00" East, 74.83 feet to a point; thence South 73°00'00" East, 171.26 feet to the point of beginning.

EXHIBIT 8B

EXHIBIT 8B TO SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF BRISTLECONE PINES CONDOMINIUM

UNIT ADDRESSES FOR UNITS ADDED IN SEVENTH AMENDMENT

Unit 25 1111 E. Sweetbriar Lane, Hartland, Wisconsin 53029

Unit 26 1109 E. Sweetbriar Lane, Hartland, Wisconsin 53029