Consent to amendment Vol. 769-Rec-Pg. 157.

SECOND AMENDMENT TO CONDOMINIUM DECLARATION
FOR MEADOWBROOK CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

596829 This Amendment made this 29 day of September, 1984 to the Condominium Declaration for Meadowbrook Condominium, An Expandable Condominium, by Manitowoc Homes, Ltd., the Declarant, which Declartion is recorded in the office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 722 of Records, page 147 as document number 593177 and as amended in Volume 723 of Records on page 583 as document number 593952 in the office of the Register of Deeds for Manitowoc County, Wisconsin.

Said Declaration is amended to change the legal description under paragraph 2.1 to read as follows:

2.1 Legal Description:

The following described real estate is subject to the provisions of this Declaration:

A tract of land in the NW-1/4 of the NW-1/4 of Section 16, Township 19 North, Range 24 East, city of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

Commencing at the SE corner of said NW-1/4 of the NW-1/4, the point of real beginning, thence N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" W., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W., 80.00 feet, thence N. 00° 52' 30" W., 116.92 feet, thence N. 44° 37' 15" E., 91.84 feet, thence S. 45° 22' 45" E., 175.78 feet, thence North 89° 37' 15" East, 77.81 feet, thence S. 00° 22' 45" E. 320.46 feet to the point of beginning.

Said tract contains 69,665 square feet (1.60 acres).

EXCEPTING therefrom the following tract of

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VOL. 729 PAGE 333
1984 OCT -4 AM 11:25
MANITOWOC COUNTY, WIS.
ROBERT B. BRANDL
REGISTER OF DEEDS

land:

Commencing at the Southeast corner of said NW-1/4 of the NW-1/4, thence N. 89° 45' W., along the North right-of-way line of East Cedar Avenue 53.80 feet, thence N. 00° 52' 30" West., 60.00 feet the point of real beginning, thence N. 89° 45' W., 130.00 feet to the east right-of-way line of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way line 200.00 feet, thence S. 33° 33' 41" E., 240.67 feet to the point of real beginning.

Said tract of land contains 12,998 square feet or 0.298 acres.

AND ALSO

A tract of land located in the NW-1/4 of the NW-1/4 of Section 16, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, being part of Tract "A", Certified Survey recorded in Volume 6, Page 187 of Deeds and described as follows:

Commencing at the SW corner of the NW-1/4 of the NW-1/4 of said Section 16, thence N. 01° 01' 30" W., along the section line 657.00 feet, thence S. 89 ° 58' 00" E., 656.00 feet, thence S. 89° 55' 30" E., 380.00 feet more or less to the centerline of an existing stream bed being the point of real beginning, thence continue S. 89° 55' 30" E., 275.00 feet more or less, thence N. 00° 22' 45" W., 228.14 feet, thence N. 89° 55' 30" W., 140.00 feet more or less to the centerline of said existing stream bed, thence Southwesterly along said stream bed 270 feet more or less to the point of real beginning.

Said tract of land contains 46,400 square feet or 1.06 acres more or less.

AND ALSO

A tract of land in the NW-1/4 of the NW-1/4 of Section 16, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

Commencing at the SE corner of said NW-1/4 of the NW-1/4, the point of real beginning, thence

N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" W., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W. 80 feet, thence North 00° 52' 30" W., 401.14 feet, thence South 89° 55' 30" East 269.51 feet, thence S. 00° 22' 45" E., 661.86 feet to the point of real beginning.

Said tract contains 3.39 acres (147,724 square feet).

EXCEPTING therefrom the following tract of land:

A tract of land in the NW-1/4 of the NW-1/4 of Section 16, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

Commencing at the SE corner of said NW-1/4 of the NW-1/4, the point of real beginning, thence N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" W., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W. 80.00 feet, thence N. 00° 52' 30" W., 116.92 feet, thence N. 44° 37' 15" E., 91.84 feet, thence S. 45° 22' 45" E., 175.78 feet, thence North 89° 37' 15" East, 77.81 feet, thence S. 00° 22' 45" E. 320.46 feet to the point of real beginning.

Said tract contains 69,665 square feet (1.60 acres).

Said Declaration is further amended so that paragraph 3 is amended and shall read as follows:

3. Description and Location of Buildings:

Eight (8) buildings are planned for construction on the real estate described in Section 2.1 above (as amended); said buildings contain thirty-two (32) units and garages as shown on the amended plat. The units will be designated as follows:

Units 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801, 802, 803, and 804. Each unit shall include the garage corresponding with said unit numbers. Said buildings do not have basements and will be two story in height and shall be of wood construction. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated on the amended plat attached hereto and made a part hereof as Exhibit A. The units are more fully described in the building and floor plans contained in the Plat. Declarant reserves the right to change the layout and dimensions of the building and units as shown on the Plat which are not fully constructed provided that such changes shall not substantially alter the nature and quality of the buildings and units. Declarant shall have the right to amend this Declaration at their sole discretion for the purpose of recording a plat or survey or plans depicting any changes of the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected and any such amendment shall be recorded in the office of the Register of Deeds for Manitowoc County, Wisconsin.

Paragraph 4.1 is also amended and shall read as follows:

4.1 Number:

There shall be thirty-two (32) condominium units in MEADOWBROOK CONDOMINIUM, AN EXPANDABLE CONDOMINIUM.

Signed the above date at Manitowoc, Wisconsin by

Declarant which is the only owner of the Condominium at this time.

MANITOWOC HOMES, LTD.

By _____ Pres.
Nicolas J. Doneff

By _____ Secy
Robert A. Doneff

Subscribed and sworn to before me
this 29 day of September, 1984.

_____
DONALD L. WOLLERSHEIM Notary Public
Manitowoc County, Wisconsin
My Commission: EXPIRES JUNE 30, 1986

DONALD L. WOLLERSHEIM NOTARY PUBLIC STATE OF WISCONSIN

Drafted By: Attorney John P. Dewane

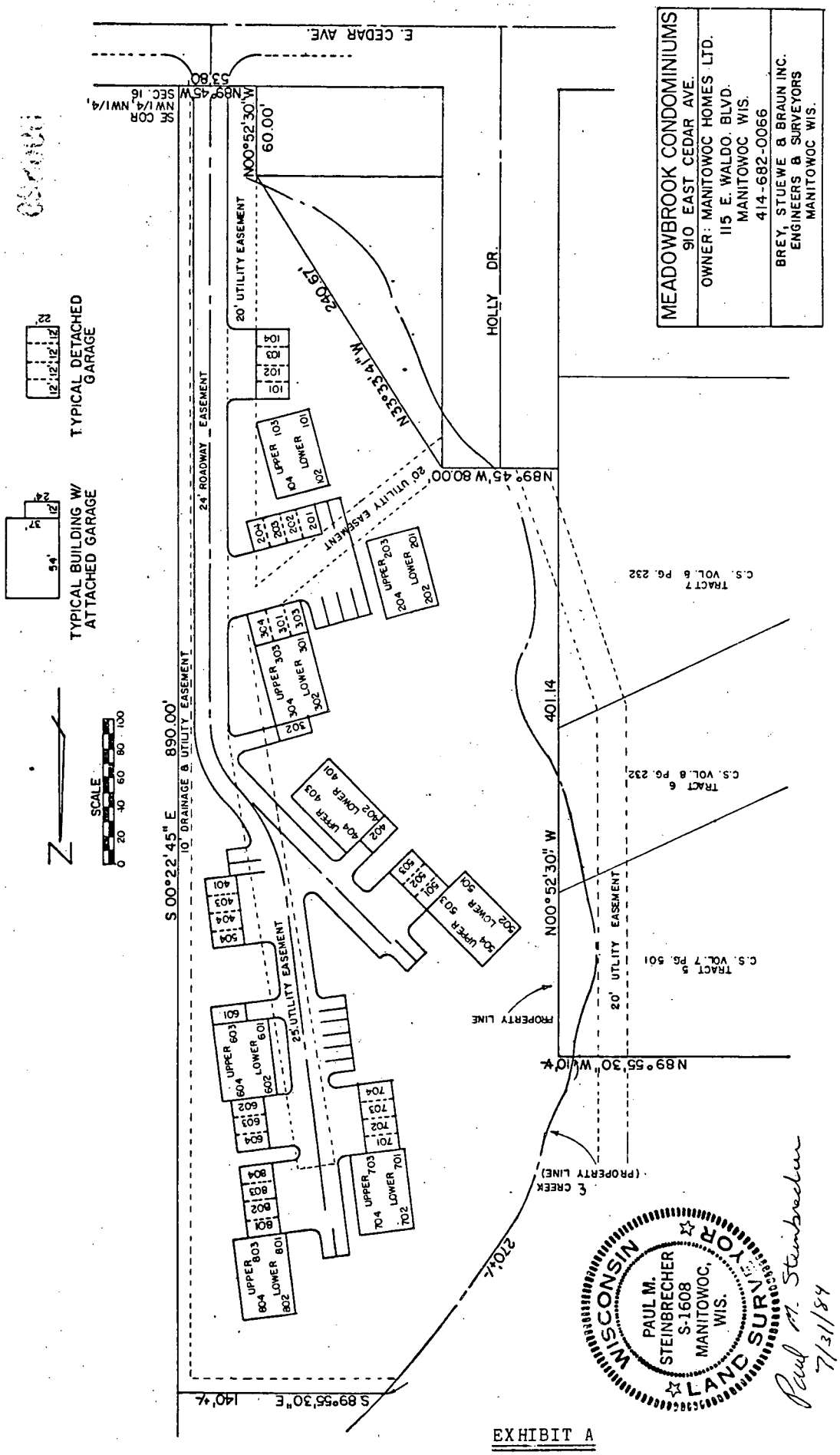
MEADOWBROOK CONDOMINIUMS
910 EAST CEDAR AVE.
OWNER: MANITOWOC HOMES LTD.
115 E. WALDO. BLVD.
MANITOWOC WIS.
414-682-0066
BREY, STUEWE & BRAUN INC.
ENGINEERS & SURVEYORS
MANITOWOC WIS.
E. CEDAR AVE.
HOLLY DR.
TYPICAL DETACHED GARAGE
TYPICAL BUILDING W/ ATTACHED GARAGE
SCALE
0 20 40 60 80 100
N
S 00°22'45" E 890.00'
N00°52'30" W 60.00'
N89°45'W 80.00'
N00°52'30" W 401.14
N89°55'30" W 10'±
S 89°55'30" E 140'±
270'±
N33°33'41" W 240.67'
SE COR NW1/4, NW1/4, SEC. 16
N89°45'W 53.80'
20' UTILITY EASEMENT
24' ROADWAY EASEMENT
10' DRAINAGE & UTILITY EASEMENT
25' UTILITY EASEMENT
PROPERTY LINE
℄ CREEK (PROPERTY LINE)
TRACT 7 C.S. VOL. 8 PG. 232
TRACT 6 C.S. VOL. 8 PG. 232
TRACT 5 C.S. VOL. 7 PG. 501
WISCONSIN LAND SURVEYOR
PAUL M. STEINBRECHER
S-1608
MANITOWOC, WIS.
Paul M. Steinbrecher
7/31/84

EXHIBIT A

VOL 2066 PG 524

984885

Document Number

STATUTORY RESERVE ACCOUNT STATEMENT

STATE OF WI - MTWC CO
PRESTON JONES REG/DEEDS
RECEIVED FOR RECORD
03/24/2005 3:16:04 PM

Re: **Meadowbrook Condominiums**

Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for **Meadowbrook Condominiums** Condominium", dated **May 22, 1984** and recorded on **May 29, 1984** in the Office of the Register of Deeds for **Manitowoc** County, Wisconsin, in (~~Reel~~) (Vol.) **722** of Records, at (~~Images~~) (Pages) **147 through 174**, as Document No. **593177**, and by a Condominium Plat (hereinafter "Condominium").

This Condominium (shall) (~~shall not~~) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective **March 15, 2005**. This determination is made by the (~~Declarant~~) (Association with the written consent of the 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 commom elements will be funded by:

Recording Area 11 ck

Name and Return Address
Attorney Timothy M. Salutz
P.O. Box 187
Manitowoc, WI 54221-0187

52-816-202161, 52-816-202162, 52-816-202163, 52-816-202164, 52-816-202165, 52-816-202166, 52-816-202167, 52-816-202168, 52-816-202169, 52-816-202170, 52-816-202171, 52-816-202172
Parcel Identification Number (PIN)

52-816-202173, 52-816-202174, 52-816-202175 52-816-202176, 52-816-202177, 52-816-202178 52-816-202179, 52-816-202180, 52-816-202181 52-816-202182, 52-816-202183, 52-816-202184 52-816-202185, 52-816-202186, 52-816-202187 52-816-202188, 52-816-202189, 52-816-202190 52-816-202191, 52-816-202192

Dated **March 22, 2005**.

* _____
Title: _____

* **Leland J. Guetschow**
Title: **Secretary**

AUTHENTICATION

Signature(s) _____

authenticated on _____.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
SALUTZ & SALUTZ LLP
Manitowoc, Wisconsin

ACKNOWLEDGMENT

STATE OF **WISCONSIN**)
) ss.
MANITOWOC COUNTY)

Personally came before me on **March 23, 2005**,
the above-named **Leland J. Guetschow**
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Christina M Simmer
Notary Public, State of **WISCONSIN**
My commission (~~is permanent~~) (expires: 6-24-07)

(Signatures may be authenticated or acknowledged. Both are not necessary.)
*Type name below signatures.

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Condo. Deed - Vol. 775 Rec. Pg. 439.
Condo. Deed - Vol. 769 Rec. Pg. 319. See: Consent to Amendment Vol. 769-Rec. Pg. 157.
Condo. Deed - Vol. 756 Rec. Pg. 656.
Condo. Deed - Vol. 750 Rec. Pg. 100. Condo. Deed - Vol. 755 Rec. Pg. 279.
Condo. Deed - Vol. 744 Rec. Pg. 615. Condo. Deed - Vol. 745 Rec. Pg. 118.
Condo. Deed - Vol. 737 Rec. Pg. 52. Condo. Deed - Vol. 743 Rec. Pg. 486.
Condo. Deed - Vol. 736 Rec. Pg. 401. Condo. Deed - Vol. 737 Rec. Pg. 48.
Condo. Deed - Vol. 730 Rec. Pg. 203. Condo. Deed - Vol. 731 Rec. Pg. 712.
Condo. Deed - Vol. 729 Rec. Pg. 739. Condo. Deed - Vol. 730 Rec. Pg. 85.
Condo. Deed - Vol. 726 Rec. Pg. 514. 2nd Amend. - Vol. 729 Rec. Pg. 333.
Amendment - Vol. 723 Rec. Pg. 583. Condo. Deed Vol. 724 Rec. Pg 255.
Condo. Deed - Vol 796 Rec. Pg. 170. Cond. Deed - Vol 799 Rec. Pg. 381.
Condo. Deed - Vol 799 Rec. Pg. 382; Condo Deed - Vol 812 Rec Pg 752; (see)
Condo Deed - Vol 812 Rec Pg 508. Condo Deed - Vol 812 Rec Pg 510.

593177

REGISTRARS OFFICE) SS
Manitowoc County, WI
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Vol. 722 of Records on Page 147

CONDOMINIUM DECLARATION

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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS

FOR

MEADOWBROOK CONDOMINIUM,

AN EXPANDABLE CONDOMINIUM

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as "the Act"), this 21st day of May, 1984, by MEADOWBROOK CONDOMINIUM, AN EXPANDABLE CONDOMINIUM, Manitowoc Homes, Ltd., hereinafter referred to as "Declarant".

1. Statement of Declaration.

The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that they are the sole owners of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property

shall be held, conveyed, divided, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions herein shall be deemed to run with the land and shall continue benefits and burdens to the Declarant, their successors and assigns, and to all parties hereafter having any interest in the property.

2. Legal Description and Name.

2.1 Legal Description:

The following described real estate is subject to the provisions of this Declaration:

A tract of land in the NW-1/4 of the NW-1/4 of Section 16, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

Commencing at the SE corner of said NW-1/4 of the NW-1/4, the point of real beginning, thence N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" W., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W., 80.00 feet, thence N. 00° 52' 30" W., 116.92 feet, thence N. 44° 37' 15" E., 91.84 feet, thence S. 45° 22' 45" E., 175.78 feet, thence North 89° 37' 15" East, 77.81 feet, thence S. 00° 22' 45" E. 320.46 feet to the point of real beginning.

Said tract contains 69,665 square feet (1.60 acres).

2.2 Name:

The aforesaid real estate and all buildings and improvements thereon shall be known as MEADOWBROOK

CONDOMINIUM, AN EXPANDABLE CONDOMINIUM.

3. Description and Location of Buildings:

Two (2) buildings are planned for construction on the real estate described in Section 2.1 above; said buildings contain eight (8) units and one garage building containing four (4) garages. The units will be designated as follows: Units 101, 102, 103, 104, 201, 202, 203, and 204. Units 101, 102, 103, and 104 shall include in each unit the garage for that unit 101, 102, 103, and 104. Said buildings do not have basements and will be two story in height and shall be of wood frame construction. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The buildings are to be located on the real estate as indicated on the plat attached hereto and made a part hereof. The units are more fully described in the building and floor plans contained in the Plat. Declarant reserves the right to change the layout and dimensions of the building and units as shown on the Plat which are not fully constructed provided that such changes shall not substantially alter the nature and quality of the buildings and units; Declarant shall have the right to amend this Declaration at their sole discretion for the purpose of recording a plat or survey or plans depicting any changes of the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected and any such amendment shall be recorded in the

office of the Register of Deeds for Manitowoc County, Wisconsin.

4. Number and Identification of Units:

4.1 Number:

There shall be eight (8) condominium units in MEADOWBROOK CONDOMINIUM, AN EXPANDABLE CONDOMINIUM.

4.2 Identification:

A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building and floor plans contained in the Plat together with all fixtures and improvements therein contained.

The units are designated by identifying numbers, as stated above, and their location, approximate area, number of rooms, limited common elements to which the units have access and further details identifying and outlining the units are as set forth in the Plat and described and explained hereunder.

5. Common Elements and Facilities:

The common elements and facilities shall consist of all of MEADOWBROOK CONDOMINIUM, AN EXPANDABLE CONDOMINIUM, improvements and appurtenances except the individual units as defined hereunder including without limitation, the land on

which the building or buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit), roofs, foundations, hallways, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings, the walks, driveways, parking spaces and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for the purposes of additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of the common walls between the units and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

6. Limited Common Elements:

6.1 Description:

A portion of the common elements and facilities are designated as "limited common elements". Such limited common elements consist of all balconies or decks and patios adjacent to and having direct access to the units to which they are appurtenant. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant as shown on the Plat.

6.2 Use:

The manner and use of the limited common elements shall be governed by the By-Laws of and such rules and regulations as may be established by the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any limited common elements or permit such, in any manner contrary to such By-Laws, rules and regulations.

7. Percentage of Ownership in Common Elements and Facilities:

Each unit owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and the limited common elements for all purposes incidental to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run

with his unit.

The percentage of such undivided interest in the common elements and facilities and limited common elements appurtaining to each unit and its owner shall be fractionally one-eighth (1/8) each. As the condominium is expanded, the interest of the owner shall be the fraction one over the number of units in the condominium from time to time.

8. Residential Purpose and Limitation of Number of Owners:

All buildings and units therein contained are intended for and restricted exclusively to the residential use as governed by the terms and conditions contained herein and the By-Laws of the Association.

The occupant shall be limited to the keeping of one (1) pet and that pet shall weigh no more than fifteen pounds, except that two (2) birds may be kept.

9. Registered Agent for Service of Process:

The initial registered agent for service of process shall be Manitowoc Homes, Ltd., 115 East Waldo Boulevard, Manitowoc, Wisconsin 54220. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Unit Owner's Association and upon proper filing of said name with the Secretary of State.

10. Association of Unit Owners:

10.1 Duties and Obligations:

All unit owners shall be entitled and

required to be a member of an association of unit owners to be known as Meadowbrook Condominium, An Expandable Condominium, (hereinafter called "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. The Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

10.2 Voting Rights:

The Association shall have two classes of voting memberships as follows:

1. Class A - Class A members shall be all unit owners with the initial exception of the Declarant, and shall have one vote for each unit owned; should a unit be owned by more than one person, the owners thereof are entitled collectively to only one vote.

2. Class B - Class B. member(s) shall be the Declarant who shall be entitled to three (3) votes for each unit contemplated by this Declaration less units sold.

The respective rights and qualifications of the two classes of members shall be as set forth in the By-Laws of the Association.

10.3 Association Personnel:

The Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting, heating, water, trash collection, sewer service, snow removal, lawn, accounting and legal and such other common services as may be required for each unit.

11. Repairs and Maintenance:

11.1 Common Elements and Facilities:

The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, neat, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, and garages, maintenance and repair of walks, drives, parking areas and access routes and maintenance of all grounds and landscaping.

11.2 Individual Units and Limited Common Elements:

Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for decorating, painting and varnishing which may

at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, lighting fixtures, garage door openers or garage doors, refrigerators, air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in or connected to the unit. Each unit owner shall keep the limited common elements appurtenant to his unit as defined in Section 6 hereof and as described in the Plat.

11.3 Prohibitation Against Structural Changes by Owner:

A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building or the safety of the property, or impair any easement or hereditament without the written consent of the Association, except second floor fireplace.

11.4 Entry for Repairs:

The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

12. Unit Owner's Rights with Respect to Interiors:

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate interior surfaces of the walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common wall. All floors in said units must be carpeted except the utility rooms, bathrooms, and kitchens.

13. Destruction and Reconstruction:

In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of at least ninety perecent (90%) of the total number of members of the Association entitled to vote,

it is determined not to rebuild or repair. In such event, the provisions of Section 703.18 of the Wisconsin Statutes shall be applicable.

14. Insurance:

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated or suspended on account of conduct of any one or more unit owners or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defects within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value, with a reasonable

deductible.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 15 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If the insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretional power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common elements and

facilities and the limited common elements in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. Liability for Common Expenses:

The costs of administration of the Association, insurance, repair, maintenance, landscaping and other expenses of the common elements and common services provided to the unit owners, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common elements and facilities relating to each unit, except units with garages shall pay ten percent (10%) more than the no garage units, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of use or enjoyment of any of the common or limited common elements and facilities or services or by the abandonment of his unit; and no conveyance shall relieve the unit owner, grantor or his unit of such liability, and he shall jointly, severally and personally be liable along with his grantee in any such conveyance for the common expenses incurred up to the date of

sale, until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing lien, and this provision shall constitute notice to all successors of title to units.

16. Partition of Common Elements Prohibited:

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

17. Conveyance to Include Interest in Common Elements and Facilities and Limited Common Elements:

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other

instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. Easements, Reservations and Encroachments:

18.1 Utilities:

Easements are hereby declared and granted the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace electrical lines, water mains and pipes, sewer lines, gas mains, telephone wires and equipment, including power transformers, and cable T.V., over, under, along and on any part of the common elements and facilities.

18.2 Encroachments:

In the event that by reason of the construction, reconstruction, settlement, or shifting of any building or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any unit

or any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of the unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful conduct of said owner or owners.

18.3 Binding Effect:

All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. Failure of Association to Insist on Strict Performance Not Waiver:

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, convenants, conditions or restrictions of this

Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such terms, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. Amendments to Declaration:

Except as otherwise provided by the Act with respect to the percentage of interest in the common elements and termination of the condominium form of ownership, this Declaration may be amended by an affirmative vote of not less than three-fourths (3/4ths) of all votes entitled to be cast by the unit owner and their mortgagee following the initial sale of all eight (8) units by Declarant. Prior to such time the consent in writing of the Declarant, their successor or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the Amendment shall be recorded

with the Register of Deeds for Manitowoc County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

21. Notices:

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for mailing or service of any notice or other documents and the Secrtary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22. Captions:

The captions and section headings herein are inserted only as matters of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

23. Severability:

The provisions hereof shall be deemed independent and severably and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof

shall not affect the validity or enforceability of the remaining portion of said provision or any other provision hereof.

IN WITNESS WHEREOF, the said parties hereto have set our hands and seals this 22nd day of May, 1984.

MANITOWOC HOMES, LTD.

By Robert A Doneff SECY
ROBERT DONEFF

By Nicolas J Doneff Pres
NICOLAS J. DONEFF

STATE OF WISCONSIN)
) SS
Manitowoc County)

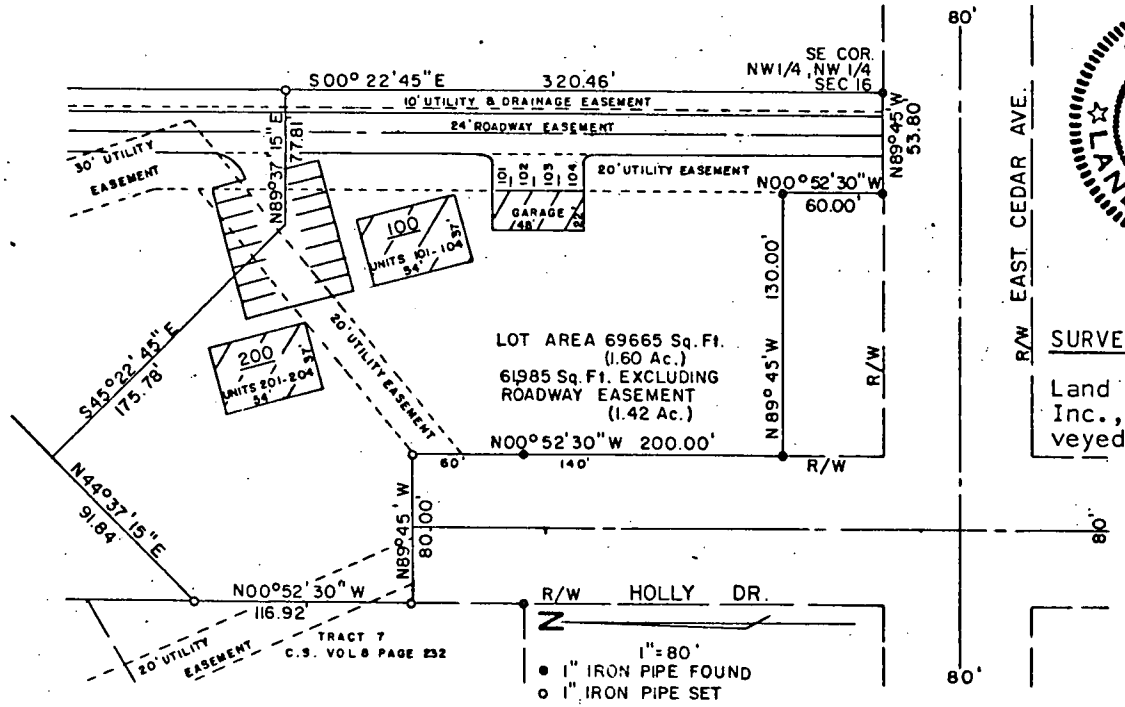
Personally came before me this 22nd day of May, 1984, the above named Robert Doneff and Nicolas J. Doneff, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Judith M. Schmidt
Notary Public
Manitowoc County, Wisconsin
My commission: expires 10/19/86

JUDITH M. SCHMIDT NOTARY PUBLIC STATE OF WISCONSIN

SW 10404

SURVEY IN THE NW 1/4 OF THE NW 1/4 OF SECTION 16, T.19N., R.24E., CITY OF MANITOWOC, WISCONSIN



WISCONSIN
PAUL M. STEINBRECHER S-1608 MANITOWOC, WIS.
LAND SURVEYOR

MEADOWBROOK CONDOMINIUMS I, EXPANDABLE CONDOMINIUMS

NOTE: Roadway easement reserved by Manitowoc Homes Ltd. for constructing additional buildings.

SURVEYOR'S CERTIFICATE

I, Paul M. Steinbrecher, Registered Land Surveyor with Brey, Stuewe & Braun, Inc., do hereby certify that we have surveyed the following described property and the adjacent map is a true representation thereof, and shows the size and location of the property, its exterior boundaries, the location of all visible structures thereon, fences, apparent easements, roadways and possible encroachments. This survey is made for the exclusive use of the present owners of the property and those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof. Also that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Manitowoc. I also certify that the location and dimensions of building 100, containing units 101,102,103 and 104 and the location and dimensions of building 200 containing units 201,202,203 and 204 are correct.

Dated 5/7/84

Paul M. Steinbrecher
Reg. Land Surveyor S-1608

OWNER'S CERTIFICATE

As owners, we hereby certify that we caused the land described on this map to be surveyed, mapped, divided and dedicated as represented on this map.

Dated 5-7-84

Nicolas J. Doneff, President

Dated 5-7-84

Robert A. Doneff, Secretary

(DESCRIPTION ON REVERSE SIDE)

169

Of A

DESCRIPTION

A tract of land in the NW¼ of the NW¼ of Section 16, T. 19 N., R. 24 E., City of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

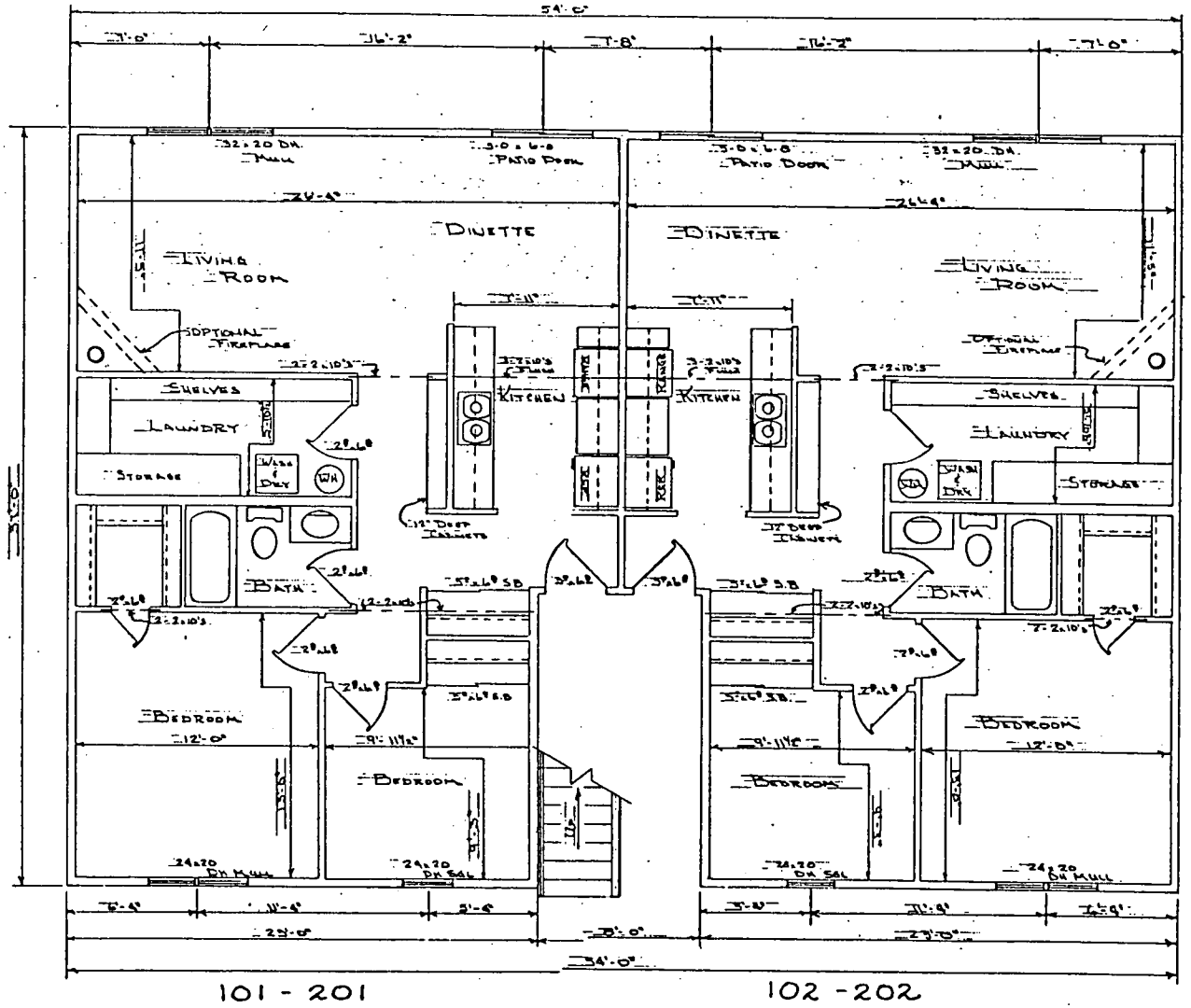
Commencing at the SE corner of said NW¼ of the NW¼, the point of real beginning, thence N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" W., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W., 80.00 feet, thence N. 00° 52' 30" W., 116.92 feet, thence N. 44° 37' 15" E., 91.84 feet, thence S. 45° 22' 45" E., 175.78 feet, thence N. 89° 37' 15" E., 77.81 feet, thence S. 00° 22' 45" E., 320.46 feet, to the point of real beginning.

Said tract contains 1.60 acres (69,665 sq. ft.).



Paul M. Steinbrecher
5/7/84

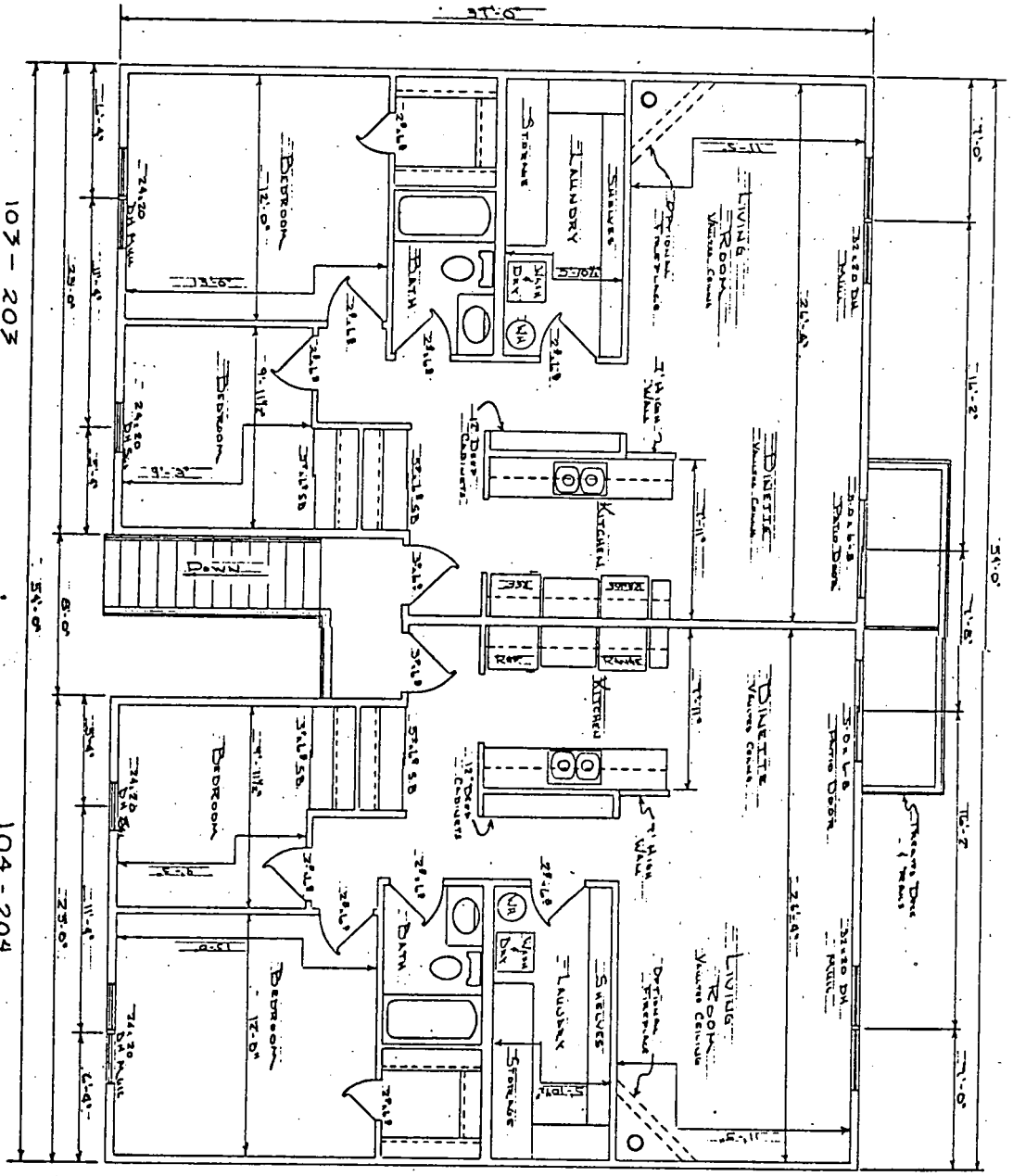
170



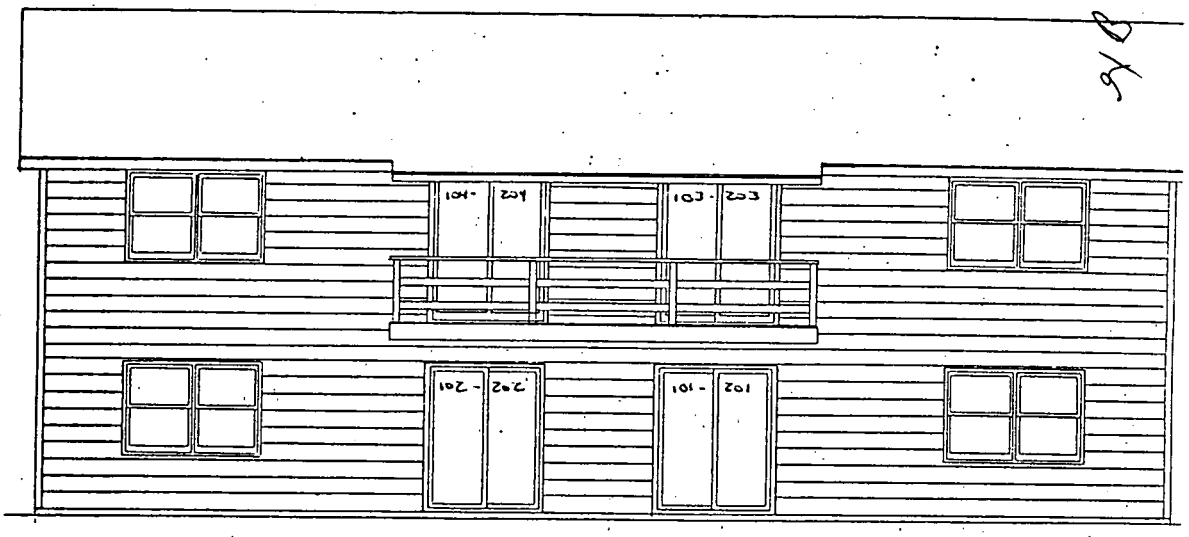
FIRST FLOOR

A/B

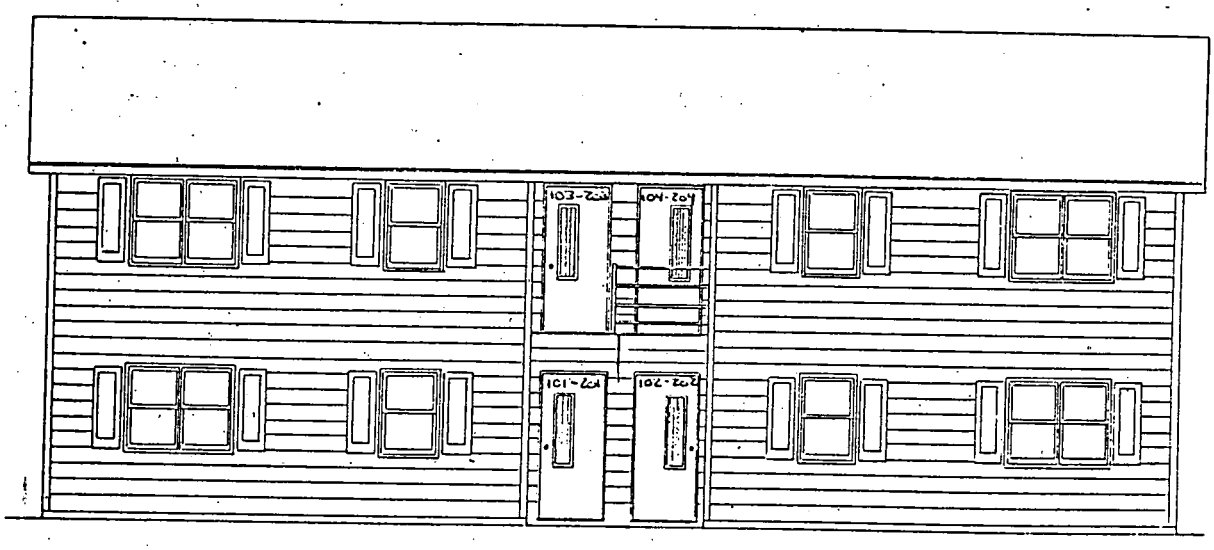
171



SECOND FLOOR



BACK ELAVATION



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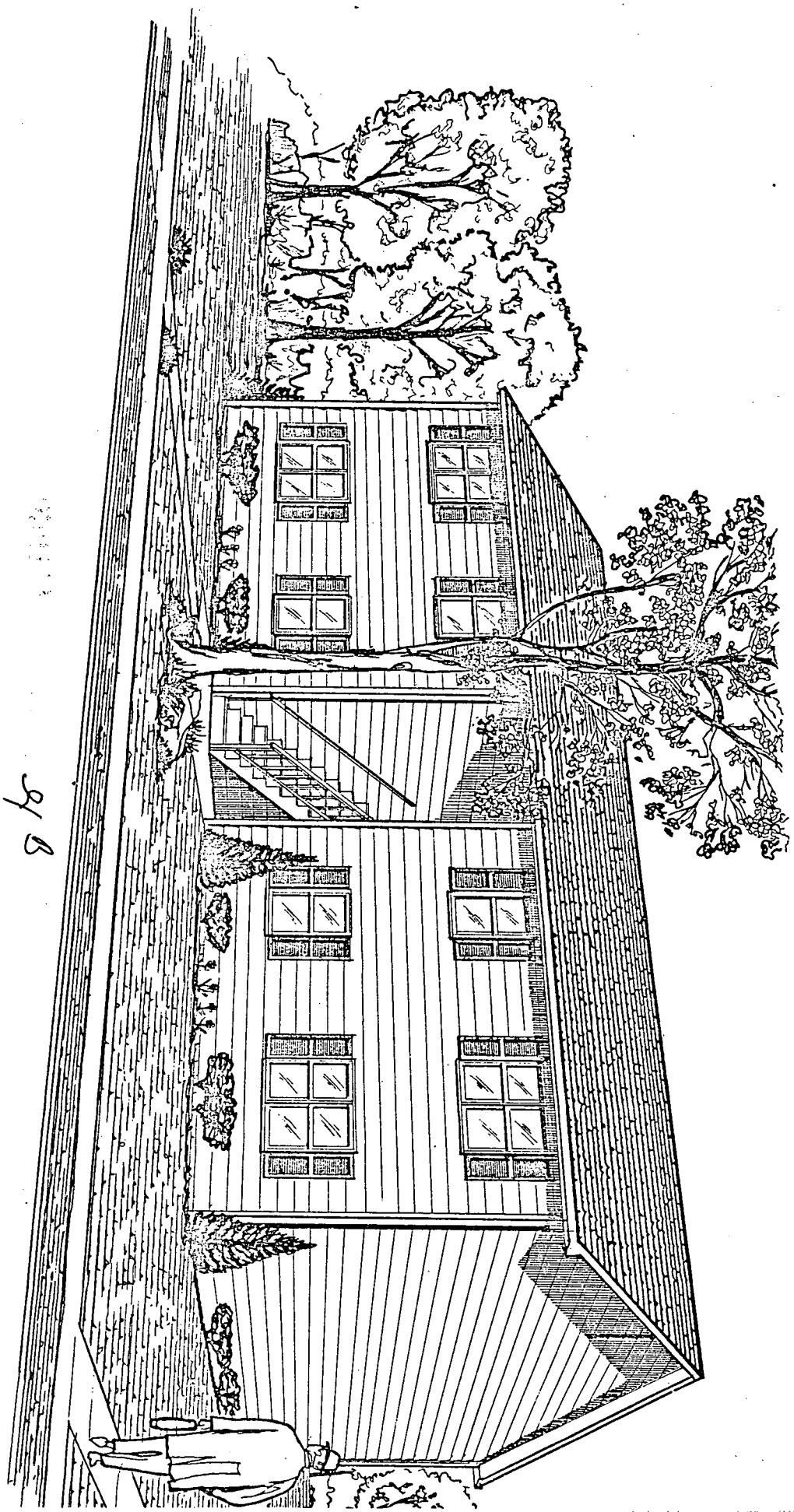


593952

AMENDMENT TO CONDOMINIUM DECLARATION
FOR MEADOWBROOK CONDOMINIUM, AN EXPANDABLE CONDOMINIUM

This Amendment made this 21 day of June, 1984, to the Condominium Declaration for Meadowbrook Condominium, an expandable condominium, by Manitowoc Homes, Ltd., the Declarant, which declaration is recorded in the office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 722 of Records, page 147 as document number 593177.

Said Declaration is amended to change the legal description under paragraph 2.1 to read as follows:

A tract of land in the NW-1/4 of the NW-1/4 of Section 16, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

Commencing at the SE corner of said NW-1/4 of the NW-1/4, the point of real beginning, thence N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" W., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W., 80.00 feet, thence N. 00° 52' 30" W., 116.92 feet, thence N. 44° 37' 15" E., 91.84 feet, thence S. 45° 22' 45" E., 175.78 feet, thence North 89° 37' 15" East, 77.81 feet, thence S. 00° 22' 45" E. 320.46 feet to the point of real beginning.

Said tract contains 69.665 square feet (1.60 acres).

Excepting therefrom the following tract of land:

Commencing at the Southeast corner of said NW-1/4 of the NW-1/4, thence N. 89° 45' W., along the North right-of-way line of East Cedar Avenue 53.80 feet, thence N. 00° 52' 30" West., 60.00 feet the point of real beginning, thence N. 89° 45' W., 130.00 feet to the east right-of-way line of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way line 200.00 feet, thence S. 33° 33' 41" E., 240.67 feet to the point of real beginning.

Said tract of land contains 12.998 square feet or 0.298 acres.

see: Consent to amendment Vol. 769-Rec.-Pg. 157.
2nd Amendment - Vol. 729 Rec. Pg. 333.

SAVAGE, WEBSTER
STANGEL & DEETS
LAW OFFICES
814 S. 8TH STREET
MANITOWOC, WISCONSIN

Said Declaration is further amended by adding the following paragraph to be known as No. 23 and to read as follows:

"23. Declarant's Right to Expand.

The Declarant hereby reserves the right to expand this Condominium by subjecting additional land adjacent to the land described in paragraph 2.1 (as amended) to the Condominium Declaration.

"(a) One parcel of property which may be added to the Condominium, in whole or in part at one time or from time to time, is described as follows:

A tract of land in the NW1/4 of the NW1/4 of Section 16, T. 19 N., R. 24 E., City of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

Commencing at the SE corner of said NW1/4 of the NW1/4, the point of real beginning, thence N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" W., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W. 80 feet, thence North 00° 52' 30" W., 401.14 feet, thence South 89° 55' 30" East 269.51 feet, thence S. 00° 22' 45" E., 661.86 feet to the point of real beginning.

Said tract contains 3.39 acres (147,724 square feet).

Excepting therefrom the following tract of land:

A tract of land in the NW-1/4 of the NW-1/4 of Section 16, Township 19 North, Range 24 East, City of Manitowoc, Manitowoc County, Wisconsin, and described as follows:

Commencing at the SE corner of said NW-1/4 of the NW-1/4, the point of real beginning, thence N. 89° 45' W. along the North right-of-way of East Cedar Ave., 53.80 feet, thence N. 00° 52' 30" w., 60.00 feet, thence N. 89° 45' W., 130.00 feet to the East right-of-way of Holly Drive, thence N. 00° 52' 30" W., along said right-of-way 200.00 feet, thence N. 89° 45' W., 80.00 feet, thence N. 00° 52' 30" W., 116.92 feet, thence N. 44° 37' 15" E., 91.84 feet, thence S. 45° 22' 45" E., 175.78 feet, thence North 89° 37' 15" East, 77.81 feet, thence S. 00° 22' 45" E. 320.46 feet to the point of real beginning.

SAVAGE, WEBSTER
STANGEL & DEETS
LAW OFFICES
814 S. 8TH STREET
MANITOWOC, WISCONSIN

Said tract contains 69.665 square feet (1.60 acres).

The maximum number of units which may be added on this property to the Condominium is twenty (20).

"(b) Another parcel of property which may be added to the Condominium, in whole or in part at one time and from time to time, is described as follows:

A tract of land located in the NW-1/4 of the NW-1/4 of Section 16, T. 19 N., R 24 E., City of Manitowoc, Manitowoc County, Wisconsin, being part of Tract "A", Certified Survey recorded in Volume 6, page 87 of Deeds and described as follows:

Commencing at the SW corner of the NW-1/4 of the NW-1/4 of said Section 16, thence N. 01° 01' 30" W., along the section line 657.00 feet, thence S. 89° 58' 00" E., 656.00 feet, thence S. 89° 55' 30" E., 380.00 feet more or less to the center line of an existing stream bed being the point of real beginning, thence continue S. 89° 55' 30" E., 275.00 feet more or less, thence N. 00° 22' 45" W., 504.10 feet, thence S. 71° 42' 45" W., 85 feet more or less to the center line of an existing stream bed, thence southwesterly along said stream bed 550 feet more or less to the point of real beginning.

Said tract of land contains 75,000 square feet or 1.72 acres more or less.

The maximum number of units which may be added on this property to the Condominium is eight (8).

"(c) All buildings and units of the anticipated expansion are intended to be of the same size and lay-out as shown on the floor plans which are a part of this Declaration, with possible garages for each unit.

"(d) The Declarant reserves the right to expand for a period of ten (10) years from date of recording of the Declaration."

Surveys showing the above amendments shall be recorded upon their completion.

Signed the above date at Manitowoc, Wisconsin by Declarant which is the only owner of the Condominium at this time.

SAVAGE, WEBSTER
STANGEL & DEETS
LAW OFFICES
814 S. 8TH STREET
MANITOWOC, WISCONSIN

MANITOWOC HOMES, LTD.

By Nicholas J. Doneff
NICOLAS J. DONEFF

By Robert A. Doneff SECY
ROBERT A. DONEFF

Subscribed and sworn to before me
this 21st day of June, 1984.

Julie A. Durben
Notary Public, State of Wisconsin
My commission: 6-22-86
JULIE A. DURBEN

JULIE A. DURBEN NOTARY PUBLIC STATE OF WISCONSIN

DRAFTED BY: JOHN W. STANGEL

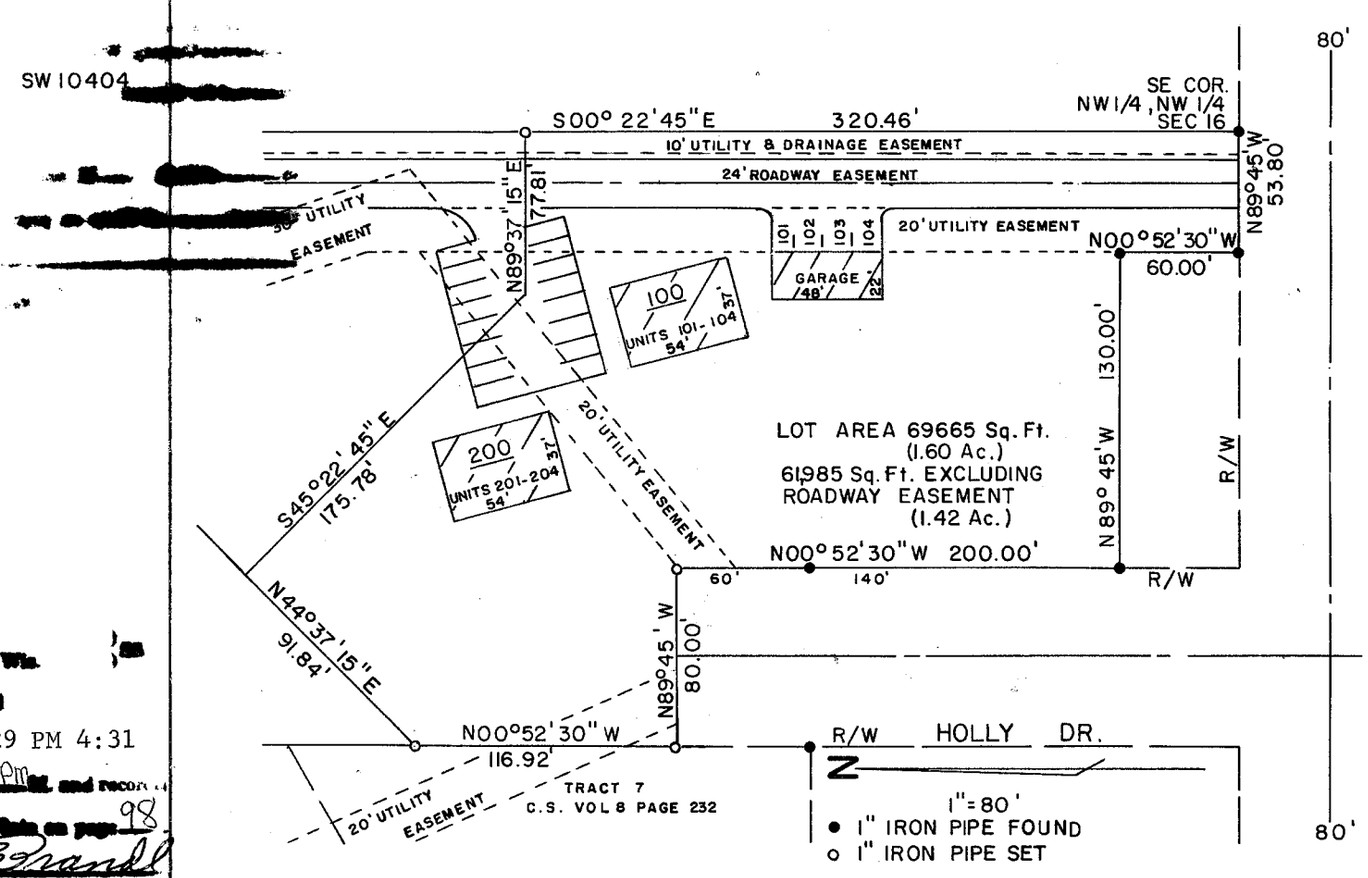
RECEIVED FOR RECORD
VOL. 723 PAGE 583
1984 JUN 21 PM 1:20
MANITOWOC COUNTY, WIS.
ROBERT D. BRANDL
REGISTER OF DEEDS

SAVAGE, WEBSTER
STANGEL & DEETS
LAW OFFICES
614 S. 8TH STREET
MANITOWOC, WISCONSIN

MEADOWBROOK CONDOMINIUM

593177

SURVEY IN THE NW 1/4 OF THE NW 1/4 OF SECTION 16, T.19N., R.24E., CITY OF MANITOWOC, WISCONSIN



WISCONSIN
PAUL M. STEINBRECHER
S-1608
MANITOWOC, WIS.
LAND SURVEYOR

MEADOWBROOK CONDOMINIUMS I, EXPANDABLE CONDOMINIUMS

NOTE: Roadway easement reserved by Manitowoc Homes Ltd. for constructing additional buildings.

SURVEYOR'S CERTIFICATE

I, Paul M. Steinbrecher, Registered Land Surveyor with Brey, Stuewe & Braun, Inc., do hereby certify that we have surveyed the following described property and the adjacent map is a true representation thereof, and shows the size and location of the property, its exterior boundaries, the location of all visible structures thereon, fences, apparent easements, roadways and possible encroachments. This survey is made for the exclusive use of the present owners of the property and those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof. Also that I have fully complied with the requirements of Chapter 703.11 of the Wisconsin Statutes and the Municipal Code of the City of Manitowoc. I also certify that the location and dimensions of building 100, containing units 101,102,103 and 104 and the location and dimensions of building 200 containing units 201,202,203 and 204 are correct.

Dated 5/7/84

Paul M. Steinbrecher
Reg. Land Surveyor S-1608

Registers Office
Manitowoc County, Wis.
Received for Record
1984 MAY 29 PM 4:31
at 4:31 o'clock PM and recorded in Cabinet C of Plats on page 98
Register

169

OWNER'S CERTIFICATE

As owners, we hereby certify that we caused the land described on this map to be surveyed, mapped, divided and dedicated as represented on this map.

Dated 5-7-84

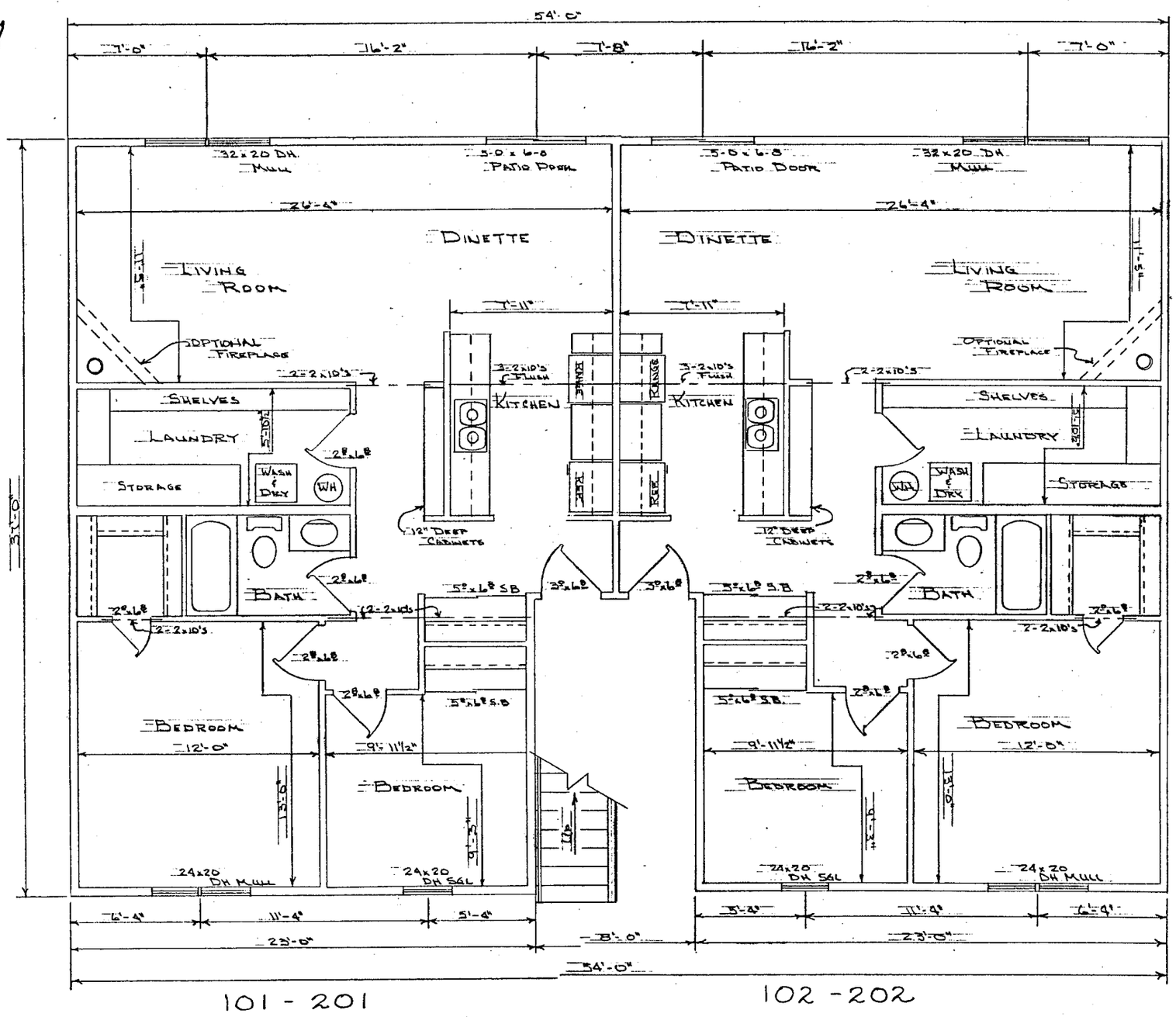
Nicolas J. Doneff, President

Dated 5-7-84

Robert A. Doneff, Secretary

(DESCRIPTION ON REVERSE SIDE)

593177



Registers Office
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171

VOL. 722 - PG. 147

CONDOMINIUM DECLARATION

FOR

MEADOWBROOK CONDOMINIUM

FILED IN

CABINETS ON EAST WALL,

FIRST ROOM, BASEMENT

AMENDMENT TO CONDOMINIUM DECLARATION

RECORDED IN VOL. 723 RECORDS, PG. 583

2ND AMENDMENT TO CONDOMINIUM DECLARATION

RECORDED IN VOL. 729 RECORDS, PG. 333

BALANCE OF "MEADOWBROOK CONDOMINIUM" IN JACKET 5