

DISCLOSURE MATERIALS

FOR

KAITLIN WOODS CONDOMINIUM ASSOCIATION, INC.

Property Address:

ELM CT.

FRANKLIN, WISCONSIN 53132

- 1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**
- 2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**
- 3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.**

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KAITLIN WOODS CONDOMINIUM ASSOCIATION, INC.

1. **EXECUTIVE SUMMARY:** The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium.
2. **DECLARATION:** The Declaration establishes and describes the condominium units and the common areas. The Declaration can be found in section A.
3. **FLOOR PLAN(S) AND MAP:** The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and maps can be found in the Declaration which can be found in section A page A-27
4. **BY-LAWS:** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws can be found in section B.
5. **RULES AND REGULATIONS:** The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations can be found in section C
6. **ARTICLES OF INCORPORATION:** The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation can be found in section D.
7. **AMENDMENTS:** Changes to the Declarations. The Amendments to the Declaration can be found in Section E
8. **MANAGEMENT OR EMPLOYMENT CONTRACTS:** Certain services are provided to the condominium through contracts with individuals or private firms. These contracts can be found in section F.
9. **ANNUAL OPERATING BUDGET:** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget can be found in section G.
10. **LEASES:** There are no leased facilities at this condominium.
11. **EXPANSION PLANS:** There are no expansion plans in effect at this condominium.
12. **STATUTORY RESERVE ACCOUNT:** The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement can be found in section H.

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ☐ icon), or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: Kaitlin Woods Condominium Association, Inc.

How is the condominium association managed?

- ◆ What is the name of the condominium association? Kaitlin Woods Condominium Association, Inc.
- ◆ What is the association's mailing address? c/o Hunt Management Inc. *
- ◆ How is the association managed? ☐ By the unit owners (self-managed) ☒ By a management agent or company ☐ By the declarant (developer) or the declarant's management company
- ◆ Whom should I contact for more information about the condominium and the association?
Hunt Management Inc.
(management agent/company or other available contact person)
- ◆ What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? (*) 10520 N. Baehr Road, Suite Q, Mequon, WI 53092 Phone: 262-238-1480,
Fax: 262-238-1485 www.huntmanagement.com
- ☒ For specific information about the management of this association, see Management Agreement

What are the parking arrangements at this condominium?

- ◆ Number of parking spaces assigned to each unit: 1 or 2 How many Outside? 0 How many Inside? 1 or 2 ☐ Common element ☐ Limited common element ☒ Included as part of the unit ☐ Separate nonvoting units ☐ Depends on individual transaction [check all that apply]
- ◆ Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of \$_____ per _____ ☐ Other (specify): _____
- ◆ Are parking assignments reserved or designated on the plat or in the condominium documents?
☒ No ☐ Yes - Where? _____ Are parking spaces assigned to a unit by deed? ☒ No ☐ Yes Can parking spaces be transferred between unit owners? ☒ No ☐ Yes
- ◆ What parking is available for visitors? Street Parking
- ◆ What are the parking restrictions at this condominium? Overnight parking in driveways is not permitted.
- ☒ For specific information about parking at this condominium, see Parking is subject to the Declaration Article V, Section 3(c) (page A-10) and to the Rules and Regulations, Article VIII (pages C-5 & C-6).

May I have any pets at this condominium?

- ◆ ☐ No ☒ Yes - What kinds of pets are allowed? 1 Dog or 2 Cats
- ◆ What are some of the major restrictions and limitations on pets? Dogs - Maximum of 65lbs, Cats - Must be spayed or neutered
- ☒ For specific information about the condominium pet rules, see Article VIII of the Rules and Regulations (pages C-6 through C-8)

May I rent my condominium unit?

- ◆ ☐ No ☒ Yes - What are the major limitations and restrictions on unit rentals? All leases must be a minimum of 1 year, there is an annual administration fee, all leases must have prior written consent from the Board of Directors and tenant information must be provided
- ☐ For specific information about renting units at this condominium, see Article V, Section 2 (a & c) of the Declaration (page A-9 & A-10), in Article V, Section 7 of the Declaration (page A-11) and in Article XII, Section 2, of the By-Laws (page B-13)

Does this condominium have any special amenities and features?

- ◆ ☐ No ☒ Yes - What are the major amenities and features? Pond
- ◆ Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes - What is the cost? \$
- ☐ For specific information about special amenities, see Article I, Section 2 (d) of the Declaration (page A-5)

What are my maintenance and repair responsibilities for my unit?

- ◆ A Unit Owner must maintain and repair All interior surfaces, utilities lines, mechanical equipment and fixtures which only serve one unit. Doors, screens, windows and the hardware.
- ☐ For specific information about unit maintenance and repairs, see Article V, Section 11 (a, b, & d) of the Declaration (page A-12)

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- ◆ Common element maintenance, repair and replacement is performed as follows: By the association as required and determined by the Board of Directors
- ◆ How are repairs and replacements of the common elements funded? ☐ Unit owner assessments
☐ Reserve funds ☒ Both ☐ Other (specify):
- ◆ Limited common element maintenance, repairs and replacement is performed as follows: By the association as required and determined by the Board of Directors
- ◆ How are repairs and replacements of the limited common elements funded? ☐ Unit owner assessments
☐ Reserve funds ☒ Both ☐ Other (specify):
- ☐ For specific information about common element maintenance, repairs and replacements see Article V, Section 11 of the Declaration (page A-12)

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account (*see note on page 3*)?** ☒ Yes ☐ No

- ☐ For specific information about this condominium's reserve funds for repairs and replacements, see

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser? Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☐ Not applicable (no developer-owned units) ☒ No ☐ Yes - In what way?

- ◆ Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☐ Yes - Describe these provisions: N/A

- ☐ For specific information about condominium fees during the developer control period, see Article VIII, Section 1 of the Declaration (page A-14 - A-15)

Has the declarant (developer) reserved the right to expand this condominium in the future?

- ◆ ☒ No ☐ Yes - How many additional units may be added through expansion? N/A units
- ◆ When does the expansion period end? N/A
- ◆ Who will manage the condominium during the expansion period? N/A
- ☒ For specific information about condominium expansion plans, see Article XIII, Section 1 of the Declaration (page A-21)

May I alter my unit or enclose any limited common elements?

- ◆ Describe the rules, restrictions and procedures for altering a unit: Unit owners need written consent from the Board of Directors prior to structural changes or additions
- ◆ Describe the rules, restrictions and procedures for enclosing limited common elements Unit owners need written consent from the Board of Directors prior to structural changes or additions
- ☒ For specific information about unit alterations and limited common element enclosures, see Article V, Section, Section 3 (b) of the Declaration (page A-10), Article V, Section 8 of the Declaration (page A-11), Article V, Section 11 (c) of the Declaration (page A-12)

Can any of the condominium materials be amended in a way that might affect my rights and responsibilities?

- ◆ Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- ☒ For specific information about condominium document amendment procedures and requirements, see For amending the Declaration see Article XIV of the Declaration (page A-23 & A-24) and for amending the By-Laws see Article XIV of the By-Laws (page B-14)

Other restrictions or features (optional): _____

This Executive Summary was prepared on February 29, 2012 (insert date)

by Shaun Nelson, CMCA, AMS / Property Manager (state name and title or position).

***Note:** A "Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

This Executive Summary was developed and distributed by the Wisconsin REALTORS® Association (2004).
Drafted by: Attorneys Debra Peterson Conrad (WRA), Jonathan B. Levine, and Lisa M. Pardon (Brennan, Stoll & Basting, S.C.)

KAITLIN WOODS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

DECLARATION

7632634

DECLARATION OF
CONDOMINIUM OWNERSHIP OF
KAITLIN WOODS CONDOMINIUMS

REEL 4400 IMAGE 430

REGISTER'S OFFICE,
Milwaukee County, WI } SS
RECORDED AT - 9 55 AM

NOV 12 1998 49670529
REEL 4435 IMAGE - ENCL
JAN 12 1999 2 REGISTER
OF DEEDS

THIS SPACE RESERVED FOR RECORDING DATA

This instrument was drafted by and should be returned to:
CRAIG A. CALIENDO
Whyte Hirschboeck Dudek S.C.
111 E. Wisconsin Ave., Suite 2100
Milwaukee, WI 53202

Parcel I.D. No:

76326.
RECORD 76.1

1600

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
KAITLIN WOODS CONDOMINIUMS

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	(j) "Mortgagee"	
	(k) "Owner"	
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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND
CONDITIONS FOR KAITLIN WOODS CONDOMINIUMS

THIS DECLARATION, made this 24th day of November, 1998, by WESTAIRE, INC., a Wisconsin corporation (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner in fee simple of certain real estate hereinafter described, in the City of Franklin, in Milwaukee County, Wisconsin; and

WHEREAS, the Developer intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes; and

WHEREAS, the Developer desires to establish certain rights, conditions restrictions, covenants and easements in, over and upon said real estate for the benefit of Developer and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the Developer desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the Developer, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND

LEGAL DESCRIPTION OF SUBMITTED PROPERTY

Section 1. LEGAL DESCRIPTION OF PROPERTY: The property which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes (the "Act"), consists of the parcel of land legally described on Exhibit "A" attached hereto and incorporated herein together with three six (6) unit residential buildings with attached garages and related improvements constructed on said land.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "ADDITIONAL DEVELOPER" shall mean and refer to Kaitlin Woods, LLC, a Wisconsin limited liability company, its successors and assigns, or any party which succeeds to the interest of the Additional Developer in all or a portion of the land known as Parcel 1 of Certified Survey Map No. 6538, other than a purchaser of a single Unit.
- (b) "ASSOCIATION" shall mean and refer to Kaitlin Woods Condominium Association, Inc. a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.
- (c) "BUILDING" shall mean and refer to each building containing one or more Units. Each Building in the condominium shall be identified and referred to by number, as set forth on Exhibit "A" and the condominium plat.
- (d) "CLUBHOUSE" shall mean that certain clubhouse intended to be constructed on the Expansion Real Estate for the benefit of all Owners.
- (e) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, the entire Condominium other than the Units and Limited Common Elements, all as more particularly described in this Declaration.
- (f) "DEVELOPER" shall mean and refer to Westaire, Inc. a Wisconsin corporation, its successors and assigns or any party which succeeds to the interest of the Developer in all or a portion of the land known as Parcel 3 of Certified Survey Map No. 6538, other than the purchaser of a single Unit. The Developer may also be referred to as the Declarant.
- (g) "EXPANSION REAL ESTATE" shall mean the parcel of land, or any portion thereof, and the improvements constructed or to be constructed thereon, legally described on Exhibit "D" attached hereto and incorporated herein.
- (h) "LIMITED COMMON ELEMENTS" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners, including patios, balconies and walkways.
- (i) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.
- (j) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(k) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(I) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(m) "PERCENTAGE INTEREST" shall mean the undivided percentage interest of each Unit in the Common Elements and Limited Common Elements as set forth in Article III of this Declaration, as amended from time to time. In the event the Condominium is expanded, Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in Article XIII.

(n) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

(o) "SUBMITTED PROPERTY" or "PROPERTY" shall mean the parcel of land legally described on Exhibit "A" attached hereto and incorporated herein together with three (3) residential buildings consisting of six (6) Units each with attached garages (for total of eighteen (18) Units), and related improvements.

(p) "UNIT" shall mean and refer to parts of the property subject to the Declaration, consisting of two (2) cubicles of air, one located in the main portion of the Building and one located in the garage portion of the Building, at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit "B", together with all facilities and improvements therein contained, excluding the land underneath same.

(q) "UNIT NUMBER" shall mean the combination of Building number and Unit letter identifying each Unit and the Building in which it is contained. A list of each Unit Number and the corresponding address is set forth on Exhibit "C".

ARTICLE II
PROPERTY AND UNITS:
SUBMISSION TO ACT

Section 3. DESCRIPTION OF BUILDINGS AND UNITS: The Buildings described in this Declaration and the number of Units contained in each Building are fully described in the exhibits attached hereto and made a part of this Declaration. The Units also include an attached garage for one or two cars. The Buildings and Units are located as indicated in Exhibit "A" and Exhibit "B" attached hereto and made a part of this Declaration. Each Unit contains two bedrooms, two bathrooms, a kitchen, a living room, a dining room, a porch on the first floor Units and a den and balcony on the second floor Units, and a 2 car garage.

Each Unit will contain central forced air gas heat, central air conditioning, an electric hot water heater, garbage disposal, electric range and oven, dishwasher, a refrigerator hookup, clothes washer hookup and clothes dryer hookup.

The Developer reserves the right to change the style, model, size or location of the Building or any Unit, or any building or unit constructed on the Expansion Real Estate which is included in this Condominium, prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration, provided all Units are comparable in style and quality.

The location and designation of each Unit and the immediate Common Element and Limited Common Elements to which the Units have access are shown in Exhibit "B" as are the approximate area and number of rooms of each Unit and the Unit Numbers.

Signage shall be installed at the Condominium entrances and at each Building to adequately indicate the location of each Unit. Prior to construction and installation, the Fire Department, Police Department and Planning Department for the City of Franklin shall review and approve the directional signage.

Section 4. BOUNDARIES OF UNITS: The following are the boundaries of that portion of the Unit located within the Buildings and that portion of the Unit located within the garage. The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

* All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

Section 5. INTERPRETATION OF PLANS: In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the

survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the Buildings or Units as located and erected.

ARTICLE III COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Buildings as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Buildings for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. The undivided Percentage Interest in Common Elements (including Limited Common Elements) shall at any and all times be equally apportioned and appurtenant to each and every Unit then included in the Condominium. Each Unit's undivided Percentage Interest in the Common Elements shall accordingly be determinable by dividing the number One Hundred (100) by the number of Units then included in the Condominium. Until such time as Declarant may expand the Condominium in accordance with Article XIII hereof, the undivided Percentage Interest appertaining to each Unit shall be 5.55%.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements that have been granted or may be hereinafter granted by the Developer.

Section 2. DESCRIPTION OF COMMON ELEMENTS: The Common Elements shall consist of the entire Condominium other than the Units and Limited Common Elements, and shall include, without limitation, the following:

1. The Property;
2. The Clubhouse;
3. All foundations, columns, girders, beams, supports, main walls, and roofs of the Buildings.
4. All exterior walls and facings and all partitions separating Units not included as parts of Units;
5. All surface parking and driveway areas, sidewalks, common walkways, pathways, and private drives, not included as part of the Limited Common Elements; and
6. All pipes, wires, cables, conduits and other apparatus relating to the private water distribution, drainage, power, light, telephone, gas, private sewer, heating and plumbing systems not included as part of Units.

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS: The Limited Common Elements will consist of the patios or balconies for each Unit (each Unit has either a patio or balcony). Each Unit Owner shall be entitled to the exclusive use and possession of that patio or balcony, direct access to which is provided to his or her respective Unit and which is located outside of and adjoining his or her respective Unit.

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common, joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage or ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. Other than the business of selling Units by the Developer or Additional Developer (which is expressly permitted and is not subject to the restrictions set forth in this Section), no trade or business shall be carried on anywhere within said Units, unless express permission to do so is granted by the Association, which the Association may withhold in its sole and absolute discretion. In no event shall the Association allow the conduct of a trade or business within a Unit which involves employees (other than the Unit Owner), customers or invitees coming to the Unit to conduct or transact business. The Declarant or the Additional Developer may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant or the Additional Developer to an owner, it may not thereafter be leased except for a term of not less than one (1) year. Any such leasing of a Unit shall be subject to an

annual administration fee determined by the Association. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) ~~Every~~ garage door of a Unit shall be kept closed as much as possible. Each Unit Owner shall keep the garage door of the Unit closed, except when opening the garage door, temporarily, is necessary for moving vehicles, storing materials or cleaning the garage.

(c) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than one (1) year; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linen; cooking utensils, eating utensils, and/or telephone.

Section 3. USE OF COMMON ELEMENTS:

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. No clothes line shall be maintained on the Common Elements or Limited Common Elements and same shall not be used for hanging of clothes, rugs or other articles.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the Buildings without the consent of the Board of Directors of the Association. Subject to the rights of the Developer and the Additional Developer under Article XII, no owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements.

(c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No vehicle shall be parked on the drive-in front of a garage overnight.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit, or in the Limited Common Element or Common Elements or any part hereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Limited Common Elements or Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be permitted by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Limited Common Elements or Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: Except as may be provided for herein, no Units may be subdivided.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Limited Common Elements and Common Elements as adopted from time to time by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements, and public areas such as hallways, public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding Percentage Interest in the Common Elements, as provided in the Wisconsin Condominium

Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to 5.55% of his share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs, and replacements to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expense.

 (b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Unit together with utilities lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within the Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 12. COMMON SURPLUSES: All common surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for assessments. The Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each such person shall be a member. An owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than

an Owner of a Unit, the Developer or the Additional Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. VOTING:

(a) All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) The Developer and the Additional Developer shall each be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer and Additional Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold to third parties other than Developer or Additional Developer; provided, further, that Developer's and Additional Developer's control shall cease ten (10) years after the first Unit is conveyed to a purchaser other than the Developer or Additional Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier; provided, further, that the Developer or Additional Developer are expressly prohibited from amending or modifying this Declaration without the consent of the other, other than as provided in Article XIII.

Section 3. UNIT VALUE FOR VOTING: Subject to the adjustment provisions set forth in Article XIII in the event the Condominium is expanded, the interest for each Unit shall be 5.55% and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the Articles of Incorporation and the By-Laws of the association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owner set forth herein.

ARTICLE VII :
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each unit.

Section 3. PERSONAL PROPERTY FOR COMMON USES: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. PERSONAL LIABILITY: No Director or Officer of the Association shall be personally liable to any Unit Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VIII COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Each Owner of any Unit (excluding the Declarant and Additional Developer which shall be obligated to pay for common expenses in accordance with the provisions set forth below) by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. After the transfer of the first Unit to an Owner,

Declarant and Additional Developer shall be responsible for paying the difference between the common expenses incurred by the Association, and the actual amount of assessments collected from Unit Owners, in proportion to the number of then-existing Units owned by Declarant and Additional Developer, provided, that in no event shall Declarant's or Additional Developer's obligation for common expenses exceed the amount that Declarant or Additional Developer would have been obligated to pay in assessments had Declarant or Additional Developer been deemed an Owner of Unit subject to the imposition of assessments from the date a permanent occupancy permit was issued for each Unit owned by Declarant or Additional Developer. The Developer or Additional Developer shall not be responsible for paying for any expenses incurred by the Association after the date of conveyance of the last Unit owned by said party.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes or Members affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

- (a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit;

(e) Interest due on general and special assessments;

(f) Forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit;

(g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. The presence, at such meeting, of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 7. UNIFORM RATE OF ASSESSMENT: Subject to the provisions set forth in Section 1 of this Article VIII, both annual and special assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of the conveyance of such Unit to a third party (other than Developer or Additional Developer) by the Developer or Additional Developer. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to the Articles, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and.

(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer or Additional Developer, duly recorded in the Milwaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Milwaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice or lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Milwaukee County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the Owner of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 9 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessment shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Building against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Building, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Building shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consisted with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association

shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary 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 or 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 or on his Unit which will not duplicate any insurance provided by the Association or Unit Owners.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of the release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 4. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, such Unit(s) shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

Section 5. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than

seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 6. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any common elements or from any activity or the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;

(b) Workmen's Compensation Insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;

(d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE X NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to one 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 or the Association shall be personally served on the agent specified for receipt of process herein or mailed by certified mail, return receipt requested to the agent specified for receipt of process herein at the address of that agent as provided herein. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to giving of such notice by mailing it or having it delivered personally to such address as is on file with him. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

ARTICLE XI
EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of his Unit, as a result of water damages caused by the bursting or any plumbing or heating pipes, no liability therefore shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

ARTICLE XII
DEVELOPER'S/ADDITIONAL DEVELOPER'S RIGHTS

Until such time as the Developer or Additional Developer has sold all of the Units in the Condominium which it owns, each shall have the right to use any unsold Units it owns and the Common Elements as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open house and the erecting of signs.

ARTICLE XIII
OPTION TO EXPAND CONDOMINIUM

Section 1. OPTION TO EXPAND THE CONDOMINIUM. The Declarant and Additional Developer, separately, are hereby expressly granted an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of the other or any Unit Owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation of an amendment to this Declaration signed by both the Declarant and Additional Developer. The option to expand is subject to the following:

(a) The Declarant and the Additional Developer are each expressly reserved and granted the unqualified right to add all or any portion(s) of the Expansion Real Estate, to add additional Units, or to do either or both of the foregoing, but only with respect to that portion of the Expansion Real Estate for which the declaring party is the then fee owner, at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit "D", attached hereto and made a part hereof.

(b) At such time as the Condominium is expanded, if at all, the maximum number of Units on the Submitted Property and the Expansion Real Estate will not exceed one hundred ninety six (196) if fully expanded.

(c) In order to exercise its rights pursuant to this Article XIII, Declarant or the Additional Developer shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the Percentage Interest of all Units, the number of votes appurtenant to each

Unit. Any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration; including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded must be executed by both the Declarant and Additional Developer.

(d) Declarant and Additional Developer make no assurances as to the locations of improvements that may be constructed on any portion of the expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit "E" represent estimates only and Declarant and Additional Developer specifically reserve and are granted the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate, subject to appropriate municipal approval. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's or Additional Developer's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.

(e) All units to be created on any portion of the Expansion Real Estate added to the Condominium shall be restricted to residential use, and the quality, principal materials and architectural style of future improvements on any such portion shall be compatible with that of the improvements on the Submitted Property. No assurances are made by Declarant or Additional Developer as to the size or type of Units or other improvements that may be created in the future on the Expansion Real Estate.

(f) Declarant and Additional Developer are expressly reserved and granted the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant and Additional Developer make no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

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

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

(i) In the event the Declarant or Additional Developer shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant and the Additional Developer nevertheless shall have the right to construct, renovate or remodel all or any portion of

any improvements on the Expansion Real Estate and to operate the same without restriction, subject to applicable municipal restrictions.

(j) In no event shall the Declarant or Additional Developer be required to expand the Condominium or add any portion of the Expansion Real Estate thereto.

ARTICLE XIV GENERAL PROVISIONS

Section 1. **ENFORCEMENT:** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **SEVERABILITY:** If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application such provisions, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. **FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER:** The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, 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 term, 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 thereof, 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.

Section 4. **TERMINATION:** This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Milwaukee County, Wisconsin.

Section 5. **AMENDMENTS:** Except as hereinafter limited, this Declaration may be amended by an instrument signed by both the Developer and the Additional Developer at any time prior to the sale of twenty-five (25%) percent of the then existing Units; and thereafter, signed by not less than the Owners of seventy-five (75%) percent of the then existing Units; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the

Owners and/or members. No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Developer or Additional Developer without the consent of all such mortgagees, the Developer, or the Additional Developer, as the case may be. Any Amendment must be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

Section 6. REGISTERED AGENT FOR SERVICE OF PROCESS: The registered agent for service of process and the address for the registered agent, shall be the registered agent and the address of the registered agent of Kaitlin Woods Condominium Association, Inc. as provided for in the Articles of Incorporation and amendments thereto.

Section 7. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 8. CAPTIONS: The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

[END OF TEXT - SIGNATURES ONLY ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer, WESTAIRE, INC., has executed this Declaration
this 20 day of November, 1998.

WESTAIRE, INC., a Wisconsin corporation

By:

Patrick J. Lucey, President

AUTHENTICATION

Signature of Patrick J. Lucey authenticated
this One day of November, 1998

Craig A. Caliendo

Title: Member State Bar of Wisconsin

This instrument was drafted by and
after recording should be returned to:
Craig A. Caliendo
Whyte Hirschboeck Dudek S.C.
111 East Wisconsin Avenue, Suite 2100
Milwaukee, WI 53202

KAITLIN WOODS CONDOMINIUMS CONDOMINIUM PLAT

CITY OF FRANKLIN, MILWAUKEE COUNTY,
STATE OF WISCONSIN

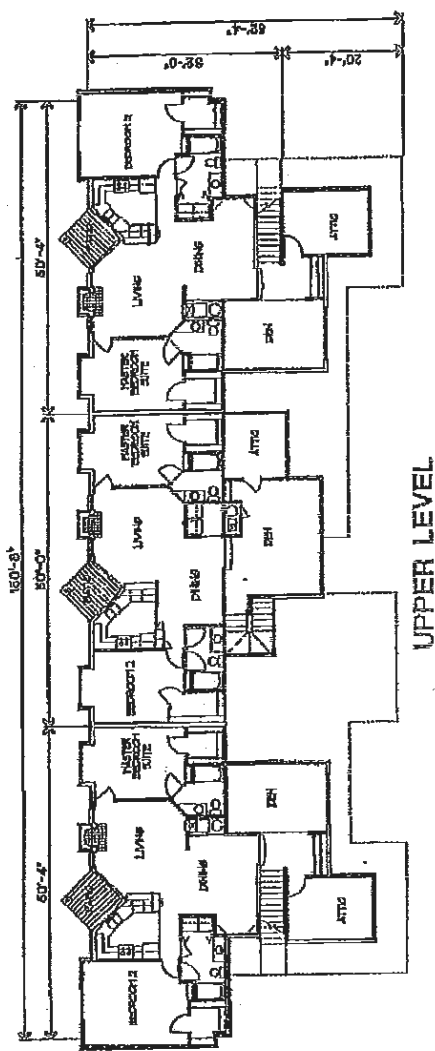
LEGAL DESCRIPTION:

"KAITLIN WOODS CONDOMINIUMS" BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 653B, BEING A PART OF NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

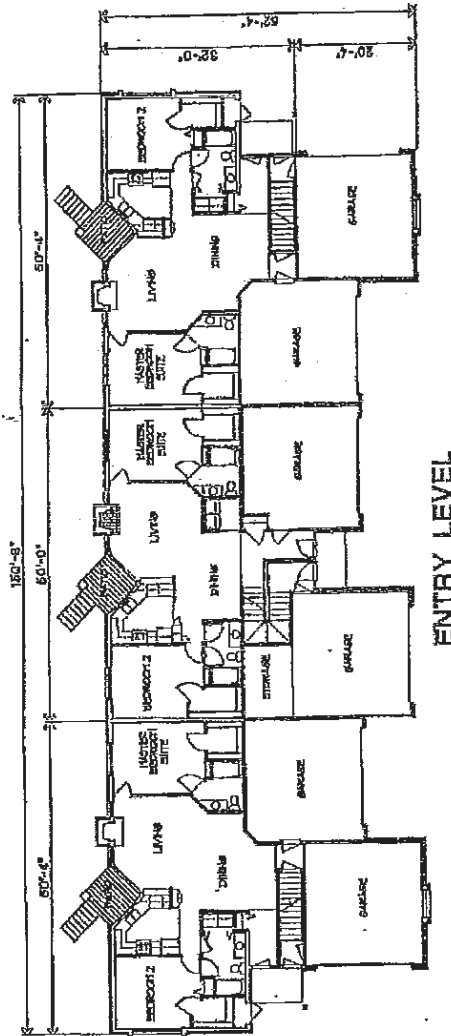
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21, TOWNSHIP 5 NORTH, RANGE 21 EAST; THENCE S 00°30'51" E 65.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF W. PUETZ ROAD AND THE POINT OF BEGINNING OF "KAITLIN WOODS CONDOMINIUMS"; THENCE N 88°30'11" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD 395.90 FEET; THENCE S 07°42'23" E 183.33 FEET; THENCE S 75°38'56" W 107.24 FEET; THENCE S 37°47'33" W 121.40 FEET; THENCE S 00°24'39" W 215.12 FEET; THENCE S 01°03'38" E 62.92 FEET TO THE NORTH RIGHT-OF-WAY LINE OF W. ELM COURT; THENCE S 84°22'55" W ALONG THE NORTH RIGHT OF WAY LINE OF W. ELM COURT 237.48 FEET TO THE WEST LINE OF SAID NW 1/4 OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 21 EAST; THENCE N 00°30'51" W ALONG THE WEST LINE OF SAID NW 1/4 595.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 177,024 SQ. FT. (4.084 ACRES) MORE OR LESS.

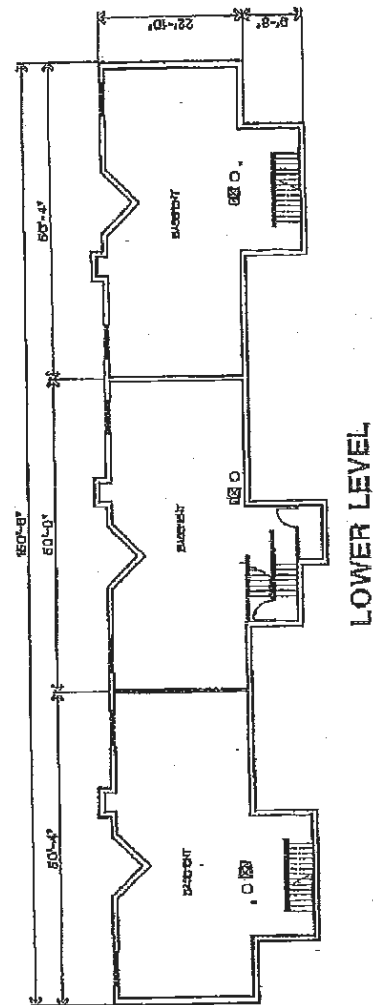
(9164 and 9140 W. Elm Court)



UPPER LEVEL



ENTRY LEVEL



LOWER LEVEL

KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

Drawings herein shown are an accurate representation of the construction drawings. Actual final dimensions and details may vary slightly due to construction period variables and should not be relied upon for exact measurements.

14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT

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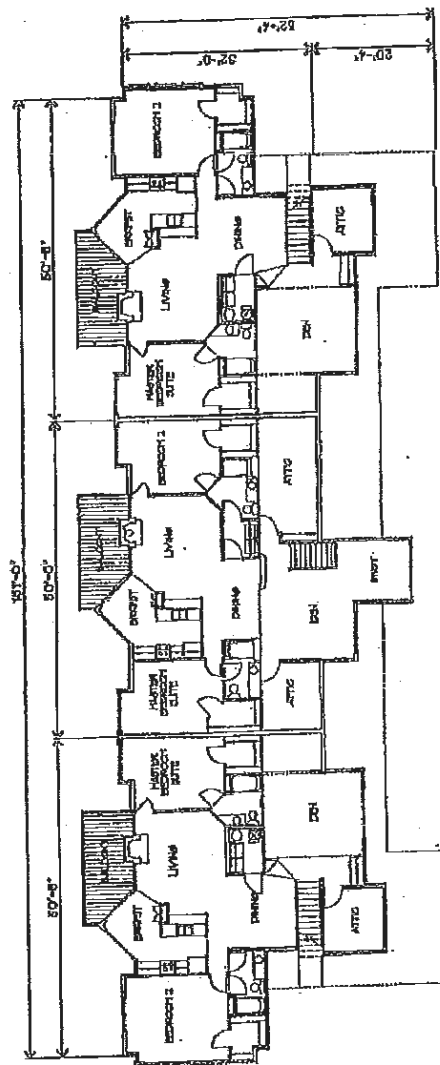
Sheet 3 of 15

14 MAY 2003

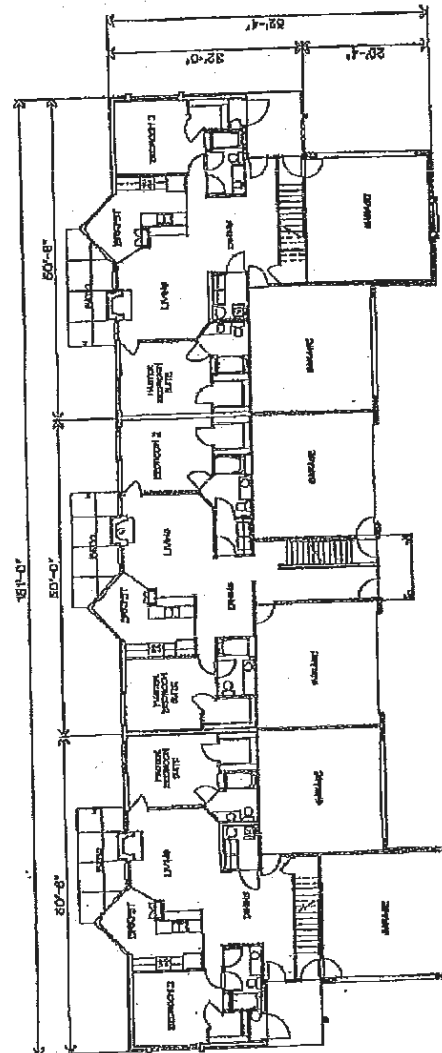
Floor Plans of Units

6-unit Building 3 and 10

(9128 and 9152 W. Elm Court)



UPPER LEVEL



ENTRY LEVEL

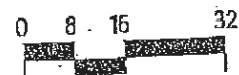
KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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JOHN BARRON SHEPHERD, ARCHITECT

14 May 2003



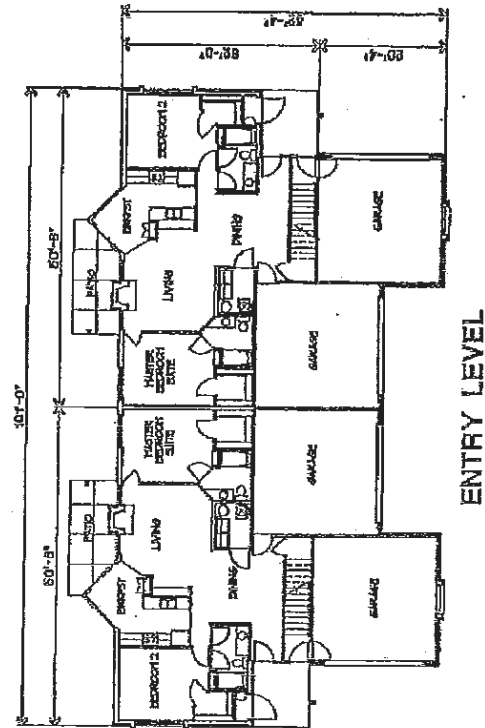
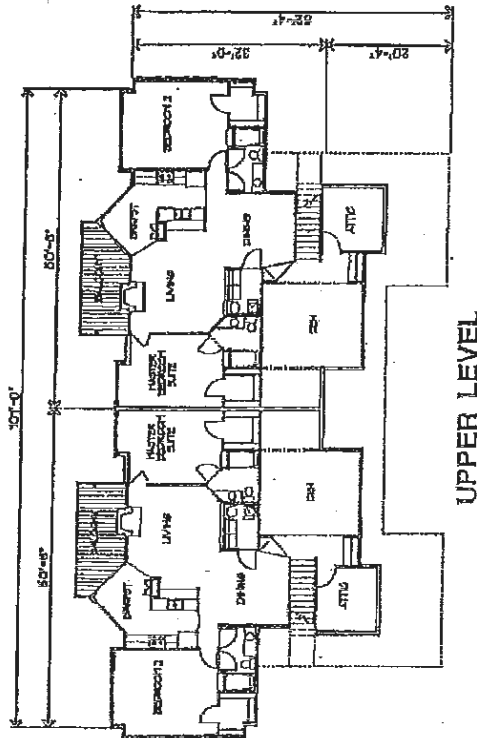
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Sheet 4 of 15

Floor Plans of Units

4-unit Building 4

(9068 W. Elm Court)



KATLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT

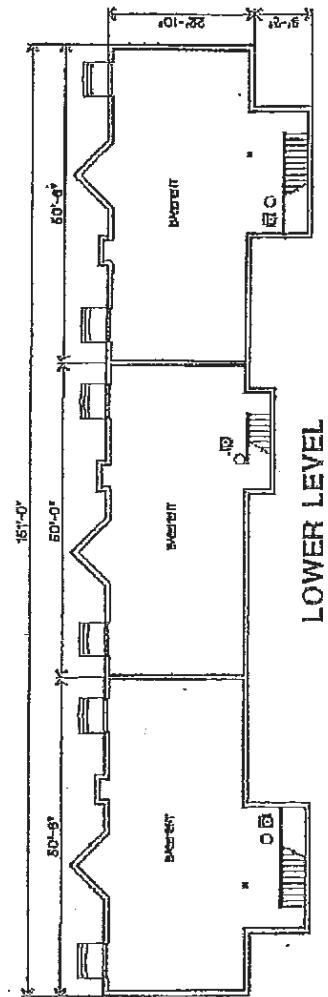
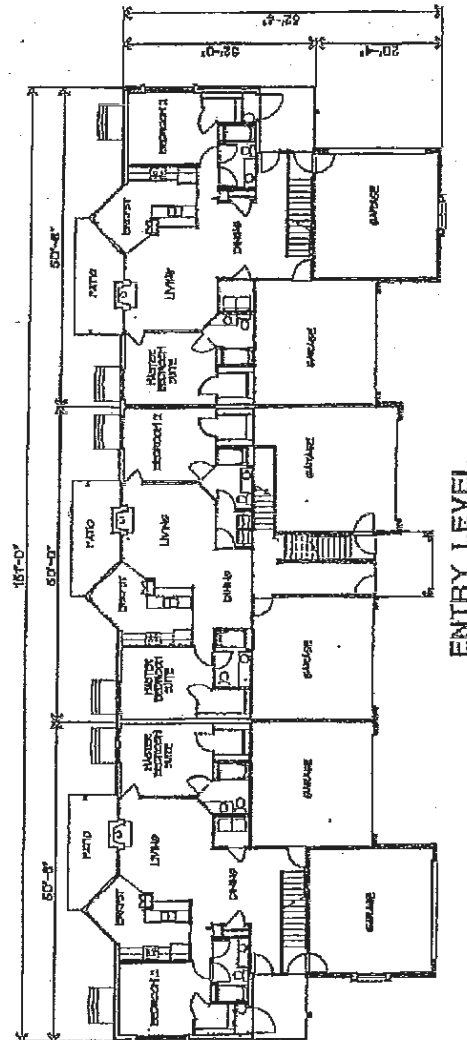
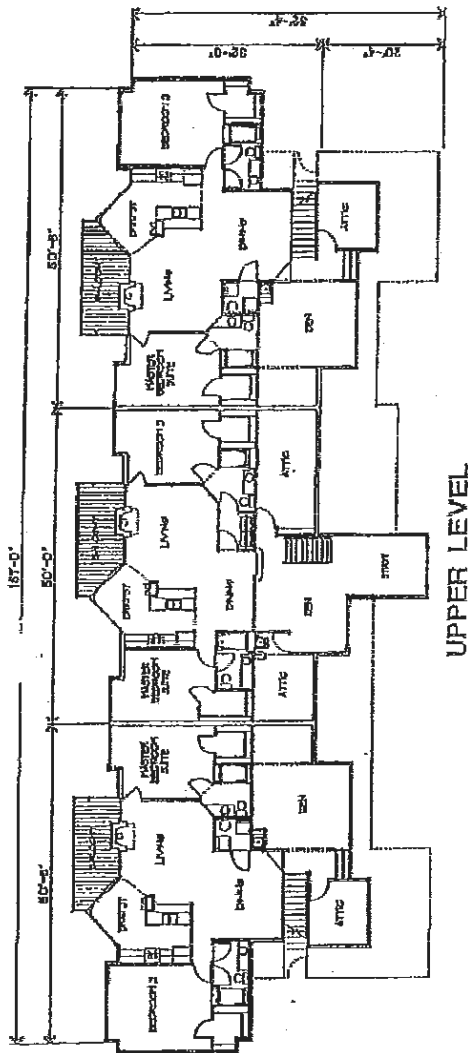


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Sheet 5 of 15

Floor Plans of Units
(9044 and 9111 W. Elm Court)

6-unit Buildings 6 and 11



KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT

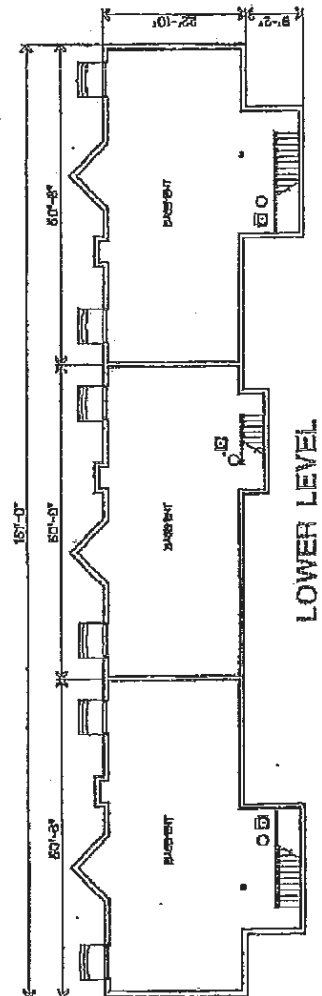
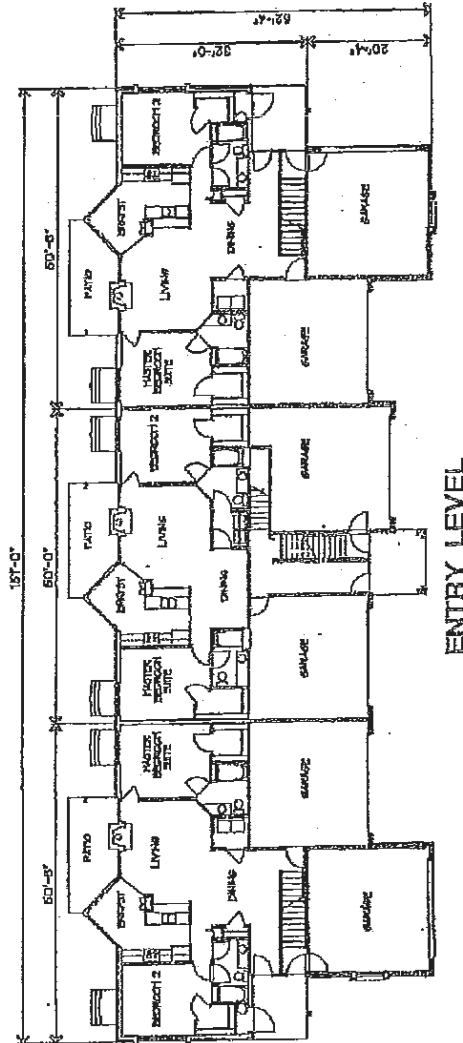
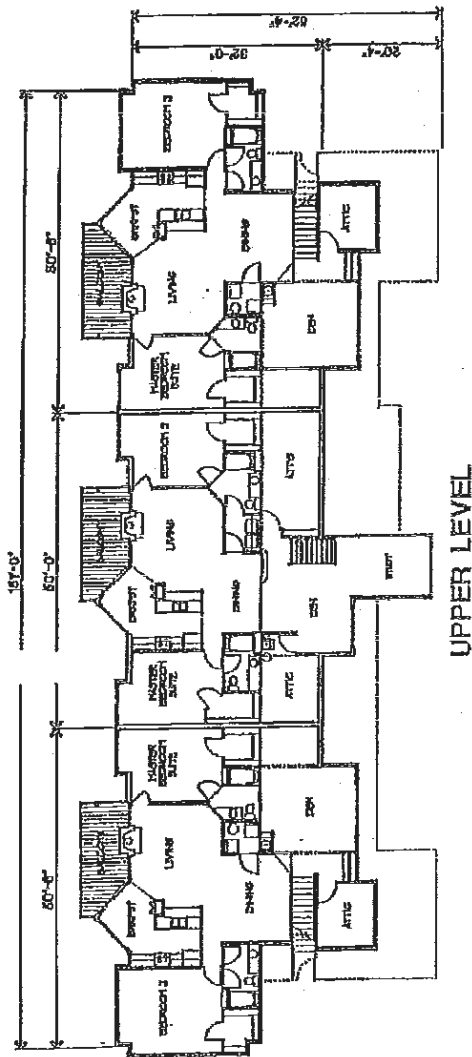


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14 MAY 2003

Floor Plans of Units (9056 W. Elm Court)

6-unit Building 5



KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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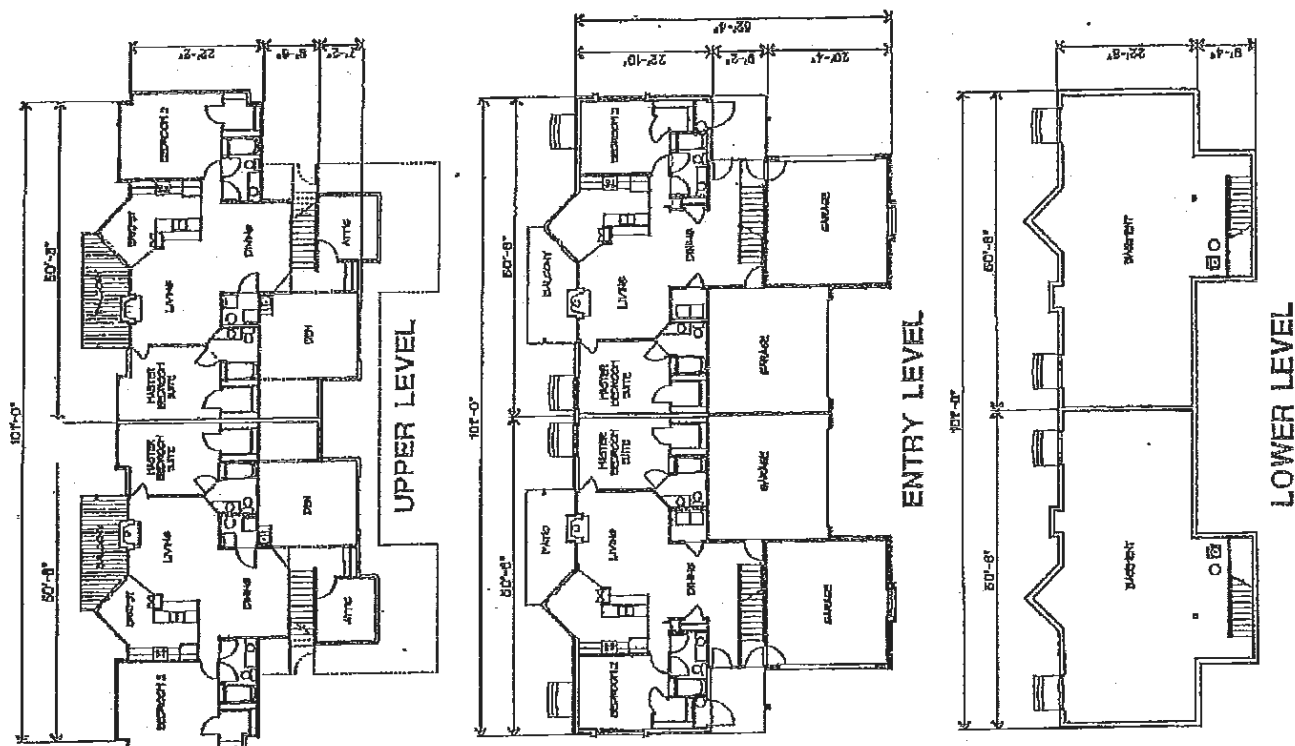
14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT



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(9010 W. Elm Court)



KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly in living Unit to living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT

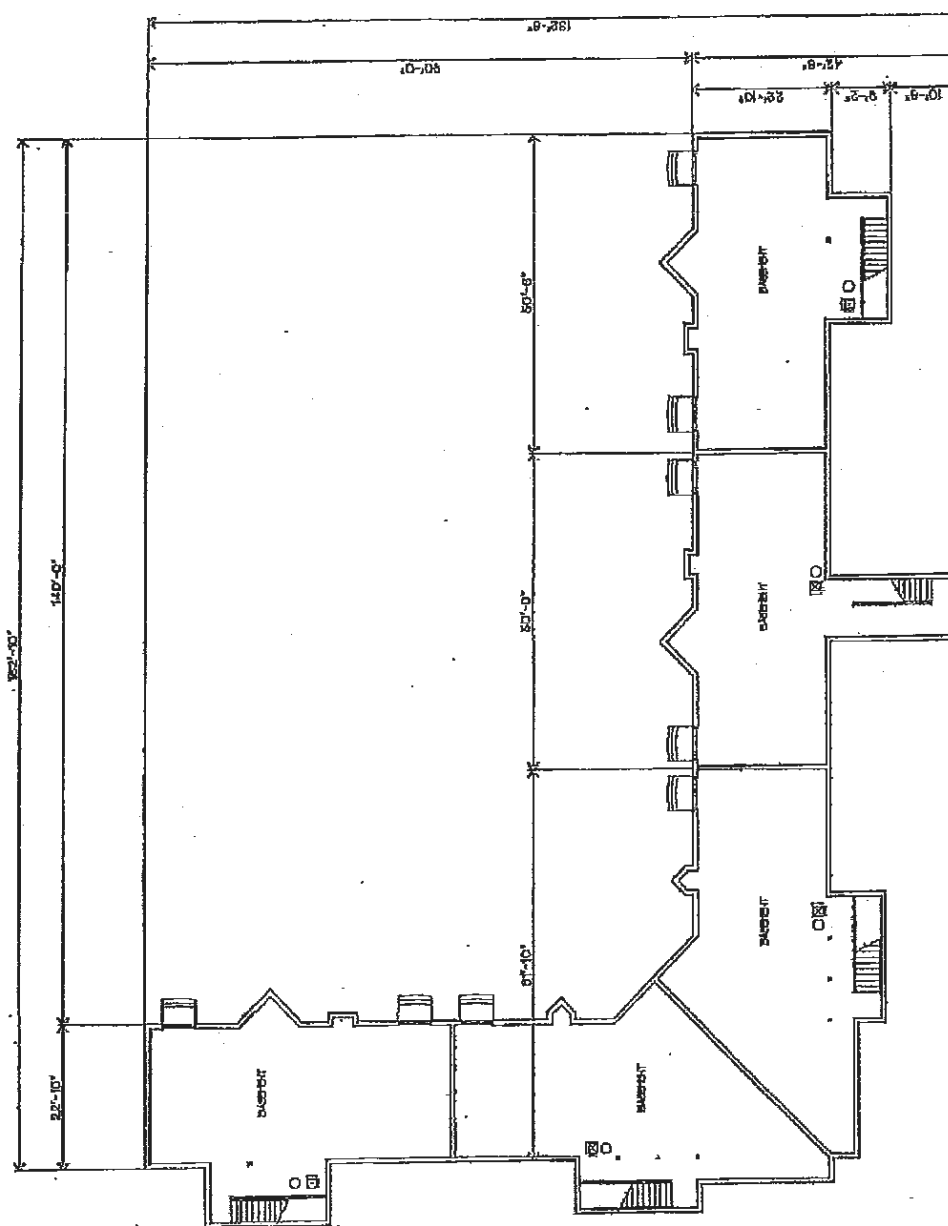


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14 MAY 2003

Floor Plans of Units
(9032 W. Elm Court)

10c-unit Building 8
Lower Level



LOWER LEVEL

KATLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT



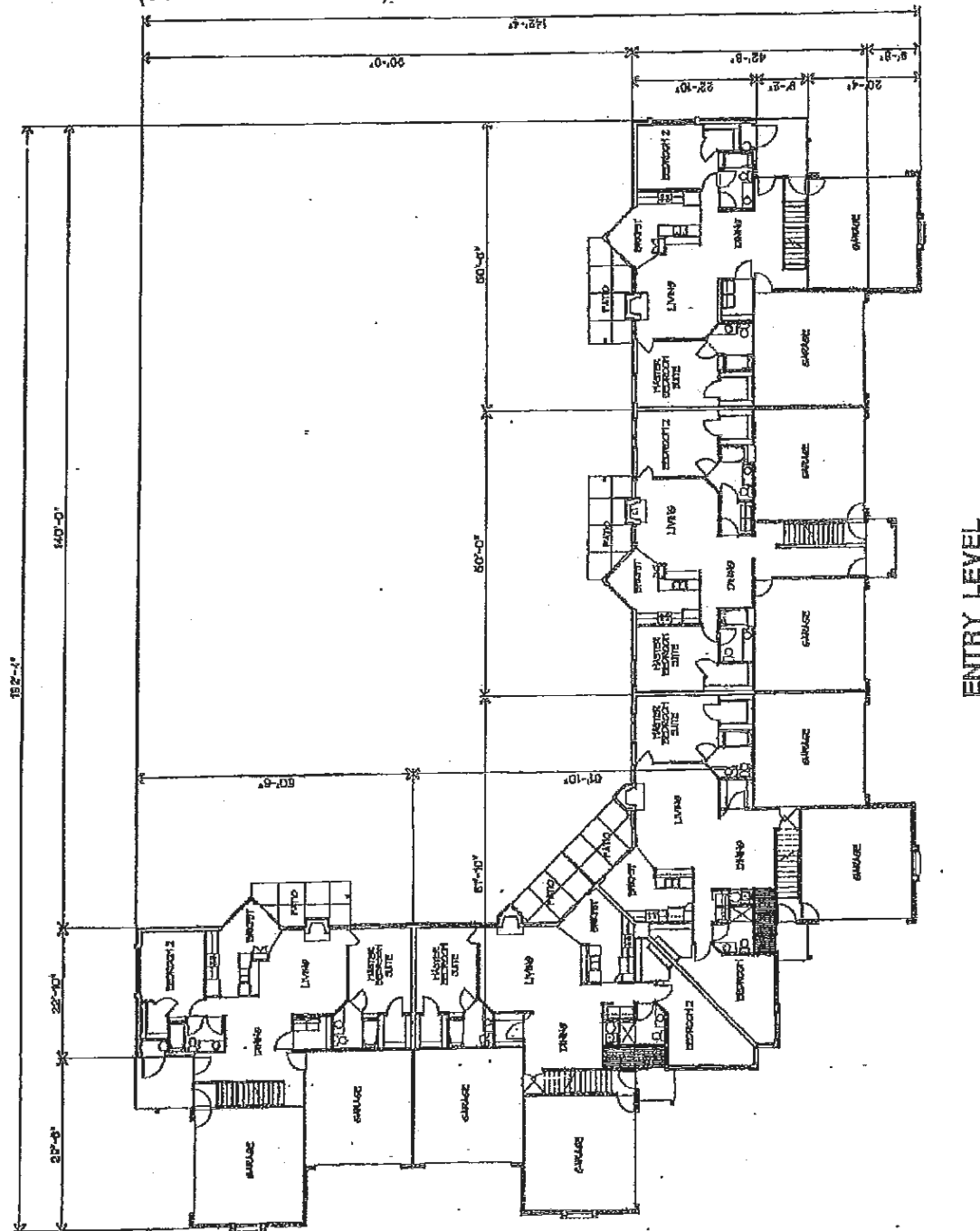
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4 MAY 2003

Floor Plans of Units

(9032 W. Elm Court)

10c-unit Building 8 Entry Level



ENTRY LEVEL

KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living unit(s). Interior room dimensions are shown where shown are approximate and may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT

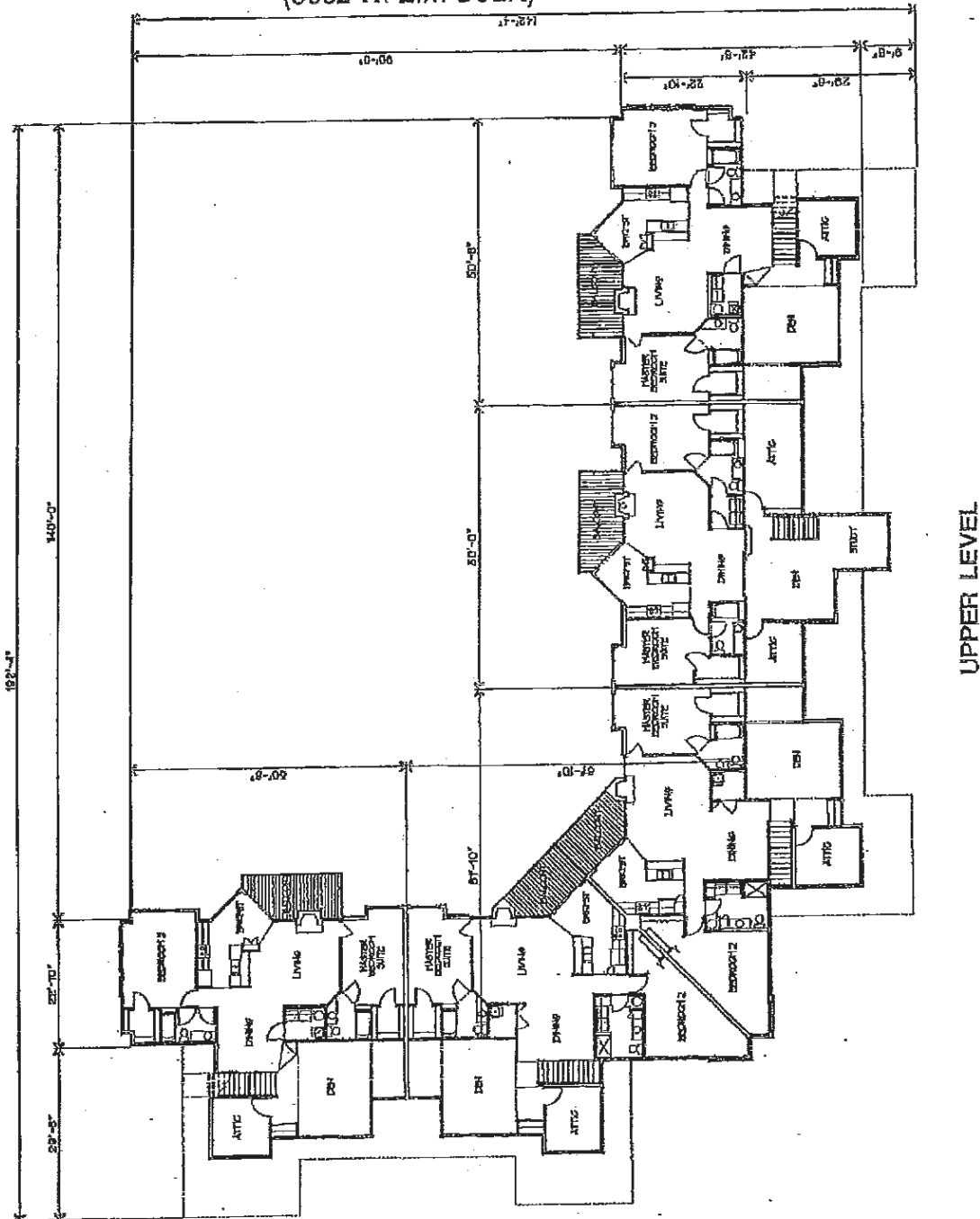


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14 MAY 2003

Floor Plans of Units (9032 W. Elm Court)

10c-unit Building 8 Upper Level



UPPER LEVEL

KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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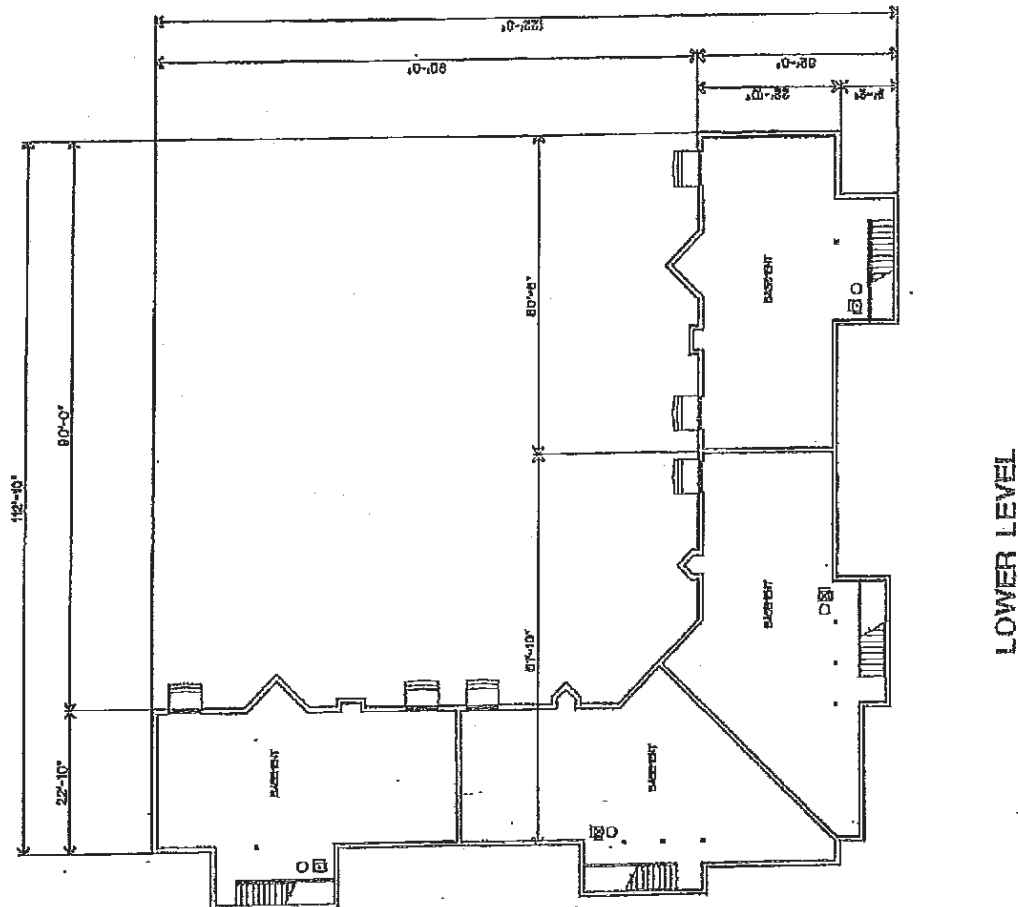
Sheet 11 of 13

14 MAY 2003

Floor Plans of Units

(9112 W. Elm Court)

8c-unit Building 9 Lower Level



KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT



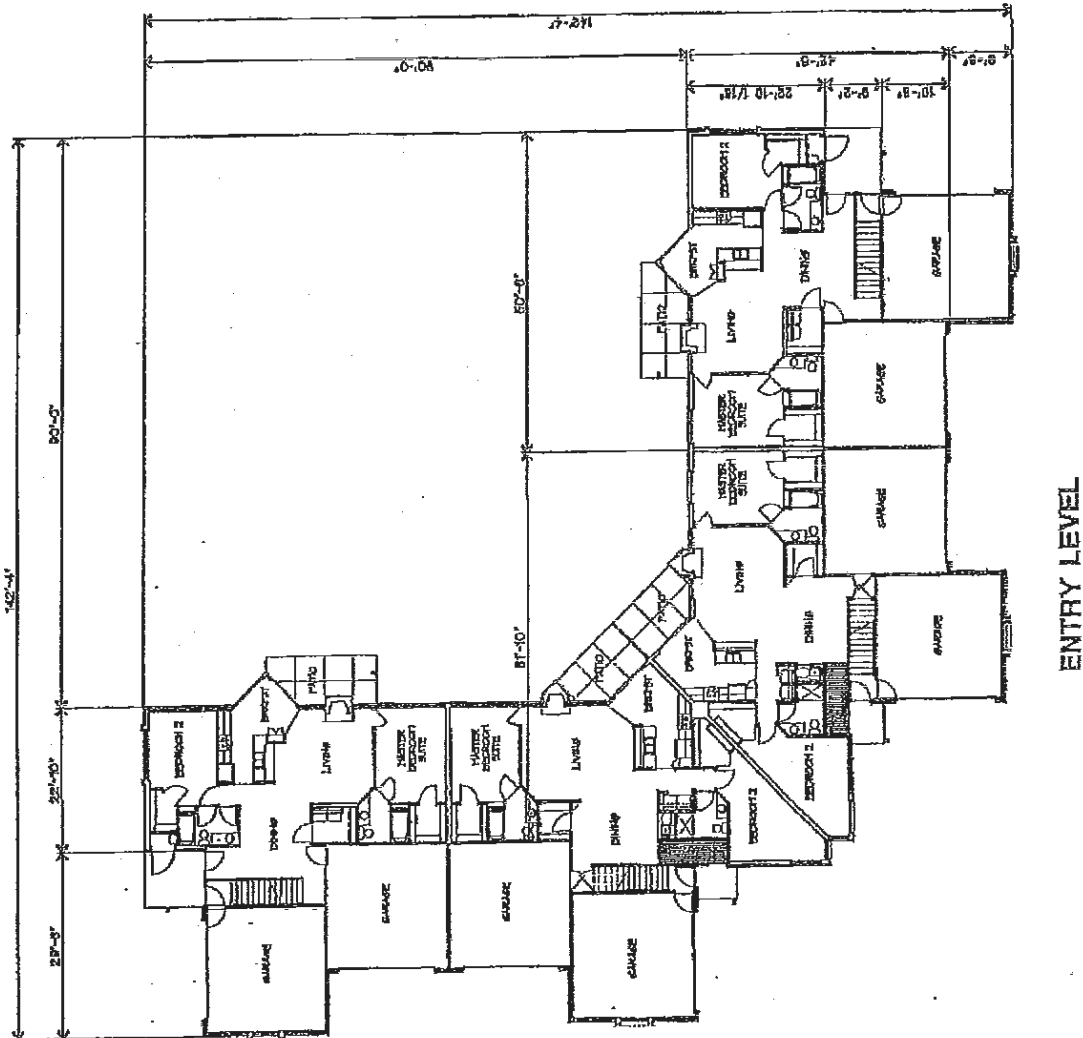
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Sheet 12 of 15

14 MAY 2003

Floor Plans of Units
(9112 W. Elm Court)

8c-unit Building 9
Entry Level



ENTRY LEVEL

KAITLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline face of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT

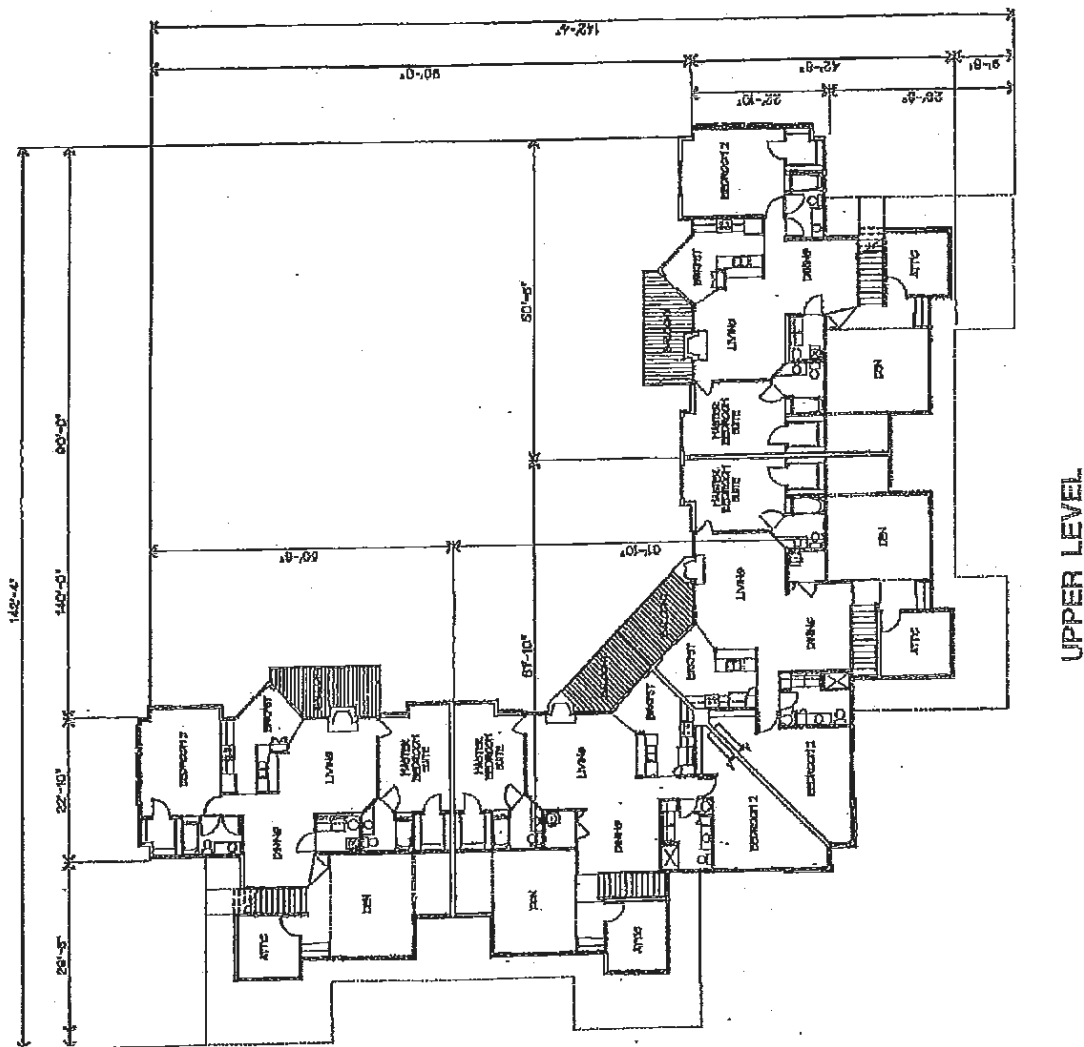


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14 MAY 2003

Floor Plans of Units (9112 W. Elm Court)

80-unit Building 9 Upper Level



KATLIN WOODS CONDOMINIUMS

Living Unit overall dimensions and areas are shown from outside face of exterior walls and centerline of demising wall where living units abut adjacent living Unit(s). Interior room dimension references where shown are approximate and may vary slightly from Living Unit to Living Unit. Storage areas and interior parking spaces may vary slightly from location to location as identified in the construction drawings.

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT



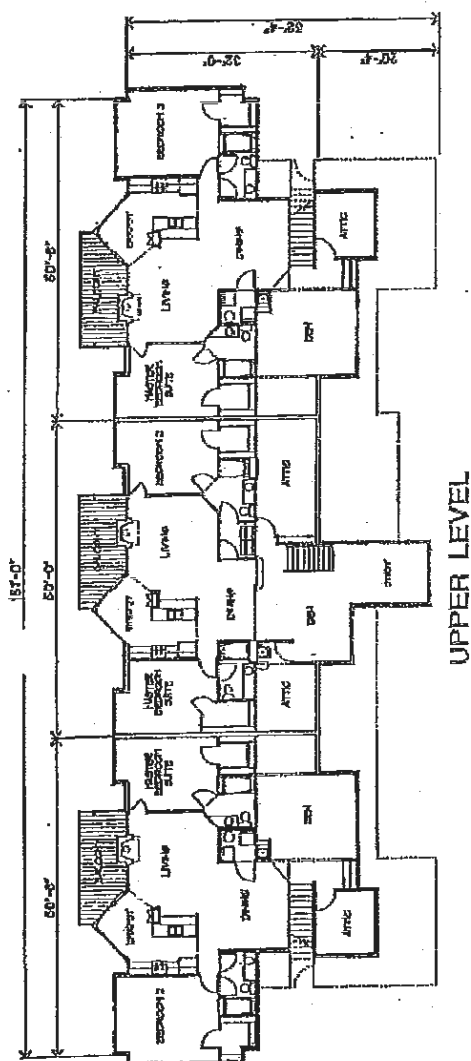
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Sheet 14 of 15

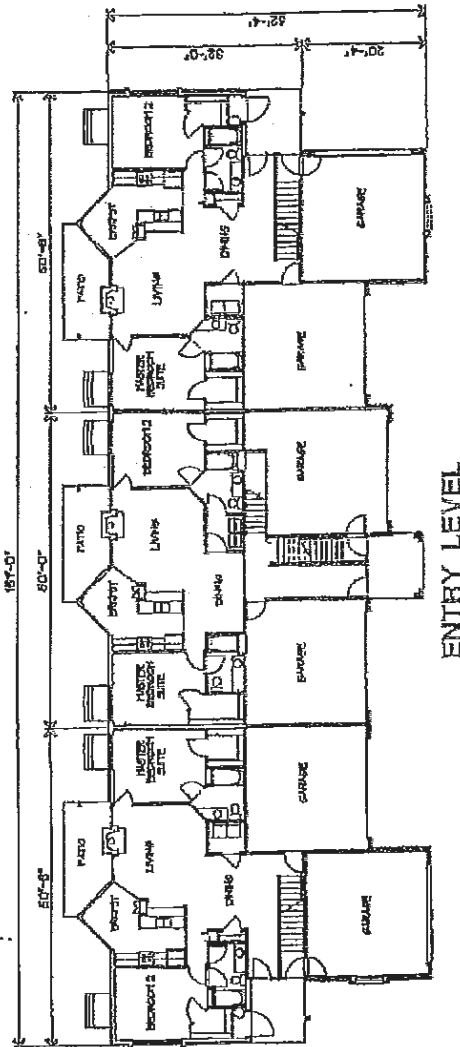
Floor Plans of Units

6-unit Buildings 12 and 13

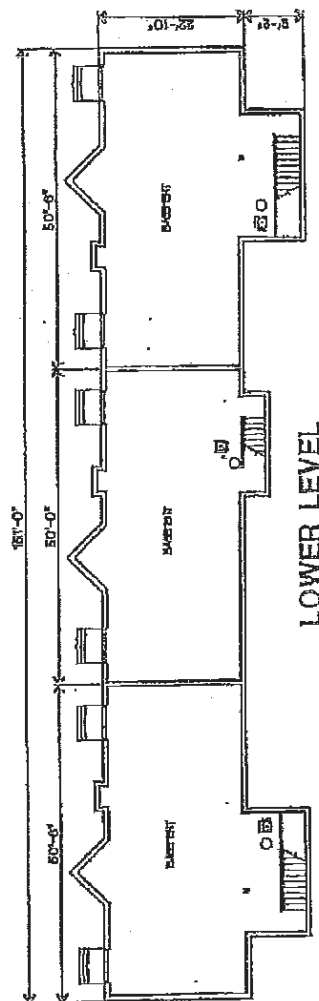
(9121 and 9131 W. Elm Court)



UPPER LEVEL



ENTRY LEVEL



LOWER LEVEL

KATILIN WOODS CONDOMINIUMS

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14 May 2003

JOHN BARRON SHEPHERD, ARCHITECT



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KAITLIN WOODS CONDOMINIUMS CONDOMINIUM PLAT

CITY OF FRANKLIN, MILWAUKEE COUNTY,
STATE OF WISCONSIN

LEGAL DESCRIPTION:

"EXPANSION REAL ESTATE"

BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6538,
BEING A PART OF THE NW 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE
21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, STATE OF
WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID NW 1/4 OF SECTION 21,
TOWNSHIP 5 NORTH, RANGE 21 EAST; THENCE S 00°30'51" E 65.01 FEET
ALONG THE WEST LINE OF SAID NW 1/4 TO THE SOUTH RIGHT-OF-WAY LINE
OF W. PUETZ ROAD; THENCE N 88°30'11" E 395.90 FEET ALONG THE SOUTH
RIGHT-OF-WAY LINE OF W. PUETZ ROAD TO THE POINT OF BEGINNING;
THENCE S 07°42'23" E 183.33 FEET; THENCE S 75°38'56" W 107.24 FEET;
THENCE S 37°47'33" W 121.40 FEET; THENCE S 00°24'39" W 215.12 FEET;
THENCE S 01°03'38" E 82.92 FEET TO THE NORTH RIGHT OF WAY LINE OF W.
ELM COURT; THENCE NORTHEASTERLY 51.67 FEET ALONG THE NORTH
RIGHT-OF-WAY LINE OF W. ELM COURT AND AN ARC OF A CURVE WHOSE
RADIUS IS 540.00 FEET AND LIES TO THE SOUTH, SAID ARC HAS A CHORD
WHICH BEARS N 87°07'24" E 61.66 FEET; THENCE CONTINUING ALONG THE
NORTH RIGHT-OF-WAY LINE OF W. ELM COURT N 89°51'54" E 82.28 FEET;
THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF W. ELM
COURT 145.48 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 940.00
FEET LIES TO THE SOUTH, SAID ARC HAS A CHORD WHICH BEARS S
85°42'05" E 145.33 FEET; THENCE CONTINUING ALONG SAID NORTH
RIGHT-OF-WAY S 81°16'15" E 91.10 FEET; THENCE SOUTHEASTERLY 19.56
FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF W. ELM COURT AND AN
ARC OF A CURVE WHOSE RADIUS OF 414.02 LIES TO THE NORTH, SAID ARC
HAS A CHORD WHICH BEARS S 82°37'16" E 19.56 FEET; THENCE CONTINUING
ALONG THE NORTH RIGHT-OF-WAY LINE OF W. ELM COURT S 83°58'27" E
96.41 FEET TO THE WEST LINE OF "REDWING MEADOWS"; THENCE N 00°30'48"
W 624.82 FEET ALONG THE WEST LINE OF "REDWING MEADOWS" TO THE
SOUTH RIGHT-OF-WAY LINE OF WEST PUETZ ROAD; THENCE S 86°30'11" W
304.53 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD TO
THE POINT OF BEGINNING.

SAID LANDS CONTAINS 5.44 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

"ADDITIONAL EXPANSION REAL ESTATE"

ALL OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6538, BEING A PART OF
THE NW 1/4 OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 21 EAST, AND PART
OF THE NE 1/4 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE
CITY OF FRANKLIN, MILWAUKEE COUNTY, STATE OF WISCONSIN.

CURVE

NO.	RADIUS	ARC
1c	771.61	4.59
1S	731.61	9.18
2c	454.02	21.41
2N	414.02	19.56
2S	494.02	23.33
3c	900.00	139.2
3N	940.00	145.4
3S	860.00	133.1
4c	500.00	47.83
4N	540.00	51.67
4S	460.00	44.01
5c	625.00	187.2
5N	665.00	199.2
5S	585.00	175.2
6	325.00	299.2
7	290.00	169.2
8	8659.42	371.1

7632635

REGISTER'S OFFICE 1 ss
Milwaukee County, WI 1 ss
RECORDED AT 9 53 AM

NOV 12 1998 530

REEL 4435 IMAGE 535

Walter R. Boring 2 REGISTER
OF DEEDS



EXHIBIT "C"

LIST OF UNIT NUMBERS AND ADDRESSES
FOR
KAITLIN WOODS CONDOMINIUMS

I. Building #1 Kaitlin Woods Condominiums (9164 West Elm Court, Franklin, WI)

Unit A - 9164-A West Elm Court, Franklin, WI
Unit B - 9164-B West Elm Court, Franklin, WI
Unit C - 9164-C West Elm Court, Franklin, WI
Unit D - 9164-D West Elm Court, Franklin, WI
Unit E - 9164-E West Elm Court, Franklin, WI
Unit F - 9164-F West Elm Court, Franklin, WI

II. Building #2 Kaitlin Woods Condominiums (9140 West Elm Court, Franklin, WI)

Unit A - 9140-A West Elm Court, Franklin, WI
Unit B - 9140-B West Elm Court, Franklin, WI
Unit C - 9140-C West Elm Court, Franklin, WI
Unit D - 9140-D West Elm Court, Franklin, WI
Unit E - 9140-E West Elm Court, Franklin, WI
Unit F - 9140-F West Elm Court, Franklin, WI

III. Building #3 Kaitlin Woods Condominiums (9128 West Elm Court, Franklin, WI)

Unit A - 9128-A West Elm Court, Franklin, WI
Unit B - 9128-B West Elm Court, Franklin, WI
Unit C - 9128-C West Elm Court, Franklin, WI
Unit D - 9128-D West Elm Court, Franklin, WI
Unit E - 9128-E West Elm Court, Franklin, WI
Unit F - 9128-F West Elm Court, Franklin, WI

IV. Building #4 Kaitlin Woods Condominiums (9068 West Elm Court, Franklin, WI)

Unit A - 9068-A West Elm Court, Franklin, WI
Unit B - 9068-B West Elm Court, Franklin, WI
Unit C - 9068-C West Elm Court, Franklin, WI
Unit D - 9068-D West Elm Court, Franklin, WI

V. Building #5 Kaitlin Woods Condominiums (9056 West Elm Court, Franklin, WI)

Unit A - 9056-A West Elm Court, Franklin, WI
Unit B - 9056-B West Elm Court, Franklin, WI
Unit C - 9056-C West Elm Court, Franklin, WI
Unit D - 9056-D West Elm Court, Franklin, WI
Unit E - 9056-E West Elm Court, Franklin, WI
Unit F - 9056-F West Elm Court, Franklin, WI

VI. Building #6 Kaitlin Woods Condominiums (9044 West Elm Court, Franklin, WI)

Unit A - 9044-A West Elm Court, Franklin, WI
Unit B - 9044-B West Elm Court, Franklin, WI
Unit C - 9044-C West Elm Court, Franklin, WI
Unit D - 9044-D West Elm Court, Franklin, WI
Unit E - 9044-E West Elm Court, Franklin, WI
Unit F - 9044-F West Elm Court, Franklin, WI

VII. Building #7 Kaitlin Woods Condominiums (9010 West Elm Court, Franklin, WI)

Unit A - 9010-A West Elm Court, Franklin, WI
Unit B - 9010-B West Elm Court, Franklin, WI
Unit C - 9010-C West Elm Court, Franklin, WI
Unit D - 9010-D West Elm Court, Franklin, WI

VIII. Building #8 Kaitlin Woods Condominiums (9032 West Elm Court, Franklin, WI)

Unit A - 9032-A West Elm Court, Franklin, WI
Unit B - 9032-B West Elm Court, Franklin, WI
Unit C - 9032-C West Elm Court, Franklin, WI
Unit D - 9032-D West Elm Court, Franklin, WI
Unit E - 9032-E West Elm Court, Franklin, WI
Unit F - 9032-F West Elm Court, Franklin, WI
Unit G - 9032-G West Elm Court, Franklin, WI
Unit H - 9032-H West Elm Court, Franklin, WI
Unit I - 9032-I West Elm Court, Franklin, WI
Unit J - 9032-J West Elm Court, Franklin, WI

VIII. Building #9 Kaitlin Woods Condominiums (9112 West Elm Court, Franklin, WI)

Unit A - 9112-A West Elm Court, Franklin, WI
Unit B - 9112-B West Elm Court, Franklin, WI
Unit C - 9112-C West Elm Court, Franklin, WI
Unit D - 9112-D West Elm Court, Franklin, WI
Unit E - 9112-E West Elm Court, Franklin, WI
Unit F - 9112-F West Elm Court, Franklin, WI
Unit G - 9112-G West Elm Court, Franklin, WI
Unit H - 9112-H West Elm Court, Franklin, WI

X. Building #10 Kaitlin Woods Condominiums (9152 West Elm Court, Franklin, WI)

Unit A - 9152-A West Elm Court, Franklin, WI
Unit B - 9152-B West Elm Court, Franklin, WI
Unit C - 9152-C West Elm Court, Franklin, WI
Unit D - 9152-D West Elm Court, Franklin, WI
Unit E - 9152-E West Elm Court, Franklin, WI
Unit F - 9152-F West Elm Court, Franklin, WI

XI. Building #11 Kaitlin Woods Condominiums (9111 West Elm Court, Franklin, WI)

Unit A - 9111-A West Elm Court, Franklin, WI
Unit B - 9111-B West Elm Court, Franklin, WI
Unit C - 9111-C West Elm Court, Franklin, WI
Unit D - 9111-D West Elm Court, Franklin, WI
Unit E - 9111-E West Elm Court, Franklin, WI
Unit F - 9111-F West Elm Court, Franklin, WI

XII. Building #12 Kaitlin Woods Condominiums (9121 West Elm Court, Franklin, WI)

Unit A - 9121-A West Elm Court, Franklin, WI
Unit B - 9121-B West Elm Court, Franklin, WI
Unit C - 9121-C West Elm Court, Franklin, WI
Unit D - 9121-D West Elm Court, Franklin, WI
Unit E - 9121-E West Elm Court, Franklin, WI
Unit F - 9121-F West Elm Court, Franklin, WI

XIII. Building #13 Kaitlin Woods Condominiums (9131 West Elm Court, Franklin, WI)

Unit A - 9131-A West Elm Court, Franklin, WI

Unit B - 9131-B West Elm Court, Franklin, WI

Unit C - 9131-C West Elm Court, Franklin, WI

Unit D - 9131-D West Elm Court, Franklin, WI

Unit E - 9131-E West Elm Court, Franklin, WI

Unit F - 9131-F West Elm Court, Franklin, WI

KAITLIN WOODS CONDOMINIUMS CONDOMINIUM PLAT

CITY OF FRANKLIN, MILWAUKEE COUNTY,
STATE OF WISCONSIN

LEGAL DESCRIPTION:

"EXPANSION REAL ESTATE"

BEING A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6538,
BEING A PART OF THE NW 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE
21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, STATE OF
WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID NW 1/4 OF SECTION 21,
TOWNSHIP 5 NORTH, RANGE 21 EAST; THENCE S 00°30'51" E 65.01 FEET
ALONG THE WEST LINE OF SAID NW 1/4 TO THE SOUTH RIGHT-OF-WAY LINE
OF W. PUETZ ROAD; THENCE N 88°30'11" E 396.90 FEET ALONG THE SOUTH
RIGHT-OF-WAY LINE OF W. PUETZ ROAD TO THE POINT OF BEGINNING;
THENCE S 07°42'23" E 183.33 FEET; THENCE S 75°38'56" W 107.24 FEET;
THENCE S 37°47'33" W 121.40 FEET; THENCE S 00°24'39" W 215.12 FEET;
THENCE S 01°03'38" E 82.92 FEET TO THE NORTH RIGHT OF WAY LINE OF W.
ELM COURT; THENCE NORTHEASTERLY 51.67 FEET ALONG THE NORTH
RIGHT-OF-WAY LINE OF W. ELM COURT AND AN ARC OF A CURVE WHOSE
RADIUS IS 540.00 FEET AND LIES TO THE SOUTH, SAID ARC HAS A CHORD
WHICH BEARS N 87°07'24" E 51.86 FEET; THENCE CONTINUING ALONG THE
NORTH RIGHT-OF-WAY LINE OF W. ELM COURT N 89°51'54" E 62.28 FEET;
THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF W. ELM
COURT 145.48 FEET ALONG AN ARC OF A CURVE WHOSE RADIUS OF 940.00
FEET LIES TO THE SOUTH, SAID ARC HAS A CHORD WHICH BEARS S
85°42'05" E 145.33 FEET; THENCE CONTINUING ALONG SAID NORTH
RIGHT-OF-WAY S 81°16'15" E 91.10 FEET; THENCE SOUTHEASTERLY 19.56
FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF W. ELM COURT AND AN
ARC OF A CURVE WHOSE RADIUS OF 414.02 LIES TO THE NORTH, SAID ARC
HAS A CHORD WHICH BEARS S 82°37'16" E 19.56 FEET; THENCE CONTINUING
ALONG THE NORTH RIGHT-OF-WAY LINE OF W. ELM COURT S 83°58'27" E
96.41 FEET TO THE WEST LINE OF "REDWING MEADOWS"; THENCE N 00°30'40"
W 624.82 FEET ALONG THE WEST LINE OF "REDWING MEADOWS" TO THE
SOUTH RIGHT-OF-WAY LINE OF WEST PUETZ ROAD; THENCE S 88°30'11" W
304.53 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF W. PUETZ ROAD TO
THE POINT OF BEGINNING.

SAID LANDS CONTAINS 5.44 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

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OF THE NE 1/4 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE
CITY OF FRANKLIN, MILWAUKEE COUNTY, STATE OF WISCONSIN.

CURVE

NO.	RADIUS	ARC
1E	771.61	4.59
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2S	484.02	23.34
3E	900.00	139.2
3N	940.00	145.4
3S	860.00	133.1
4E	500.00	47.82
4N	540.00	51.87
4S	460.00	44.01
5E	625.00	187.2
5N	665.00	199.3
5S	585.00	175.2
6	325.00	289.2
7	280.00	168.2
8	8659.42	371.1

7632635

REGISTER'S OFFICE } 68
Milwaukee County, WI }
RECORDED AT 9 55 AM

NOV 12 1988 530

REEL 4435 IMAGE 535

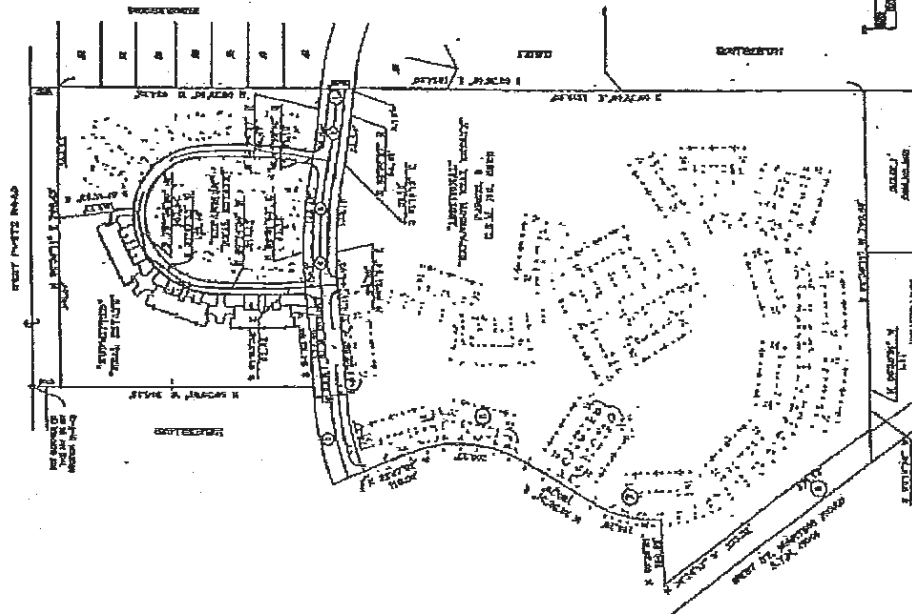
Walter R. Goring REGISTER
OF DEEDS

EXHIBIT "E"

Site Plan of Expansion Real Estate

KAITLIN WOODS CONDOMINIUMS
CONDOMINIUM FLAT
CITY OF MILWAUKEE, WISCONSIN
STATE OF WISCONSIN

SITE PLAN FOR PROPOSED
BUILDINGS



CURVE TABLE

NAME	STATION	ANGLE	LENGTH	CHORD	AREA
1	1+00	90°	100.00	100.00	7853.98
2	1+10	90°	100.00	100.00	7853.98
3	1+20	90°	100.00	100.00	7853.98
4	1+30	90°	100.00	100.00	7853.98
5	1+40	90°	100.00	100.00	7853.98
6	1+50	90°	100.00	100.00	7853.98
7	1+60	90°	100.00	100.00	7853.98
8	1+70	90°	100.00	100.00	7853.98
9	1+80	90°	100.00	100.00	7853.98
10	1+90	90°	100.00	100.00	7853.98
11	2+00	90°	100.00	100.00	7853.98
12	2+10	90°	100.00	100.00	7853.98
13	2+20	90°	100.00	100.00	7853.98
14	2+30	90°	100.00	100.00	7853.98
15	2+40	90°	100.00	100.00	7853.98
16	2+50	90°	100.00	100.00	7853.98
17	2+60	90°	100.00	100.00	7853.98
18	2+70	90°	100.00	100.00	7853.98
19	2+80	90°	100.00	100.00	7853.98
20	2+90	90°	100.00	100.00	7853.98
21	3+00	90°	100.00	100.00	7853.98
22	3+10	90°	100.00	100.00	7853.98
23	3+20	90°	100.00	100.00	7853.98
24	3+30	90°	100.00	100.00	7853.98
25	3+40	90°	100.00	100.00	7853.98
26	3+50	90°	100.00	100.00	7853.98
27	3+60	90°	100.00	100.00	7853.98
28	3+70	90°	100.00	100.00	7853.98
29	3+80	90°	100.00	100.00	7853.98
30	3+90	90°	100.00	100.00	7853.98
31	4+00	90°	100.00	100.00	7853.98
32	4+10	90°	100.00	100.00	7853.98
33	4+20	90°	100.00	100.00	7853.98
34	4+30	90°	100.00	100.00	7853.98
35	4+40	90°	100.00	100.00	7853.98
36	4+50	90°	100.00	100.00	7853.98
37	4+60	90°	100.00	100.00	7853.98
38	4+70	90°	100.00	100.00	7853.98
39	4+80	90°	100.00	100.00	7853.98
40	4+90	90°	100.00	100.00	7853.98
41	5+00	90°	100.00	100.00	7853.98
42	5+10	90°	100.00	100.00	7853.98
43	5+20	90°	100.00	100.00	7853.98
44	5+30	90°	100.00	100.00	7853.98
45	5+40	90°	100.00	100.00	7853.98
46	5+50	90°	100.00	100.00	7853.98
47	5+60	90°	100.00	100.00	7853.98
48	5+70	90°	100.00	100.00	7853.98
49	5+80	90°	100.00	100.00	7853.98
50	5+90	90°	100.00	100.00	7853.98

NOTE: ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF THE ROAD OR RAILROAD.



GRAPHIC SCALE



1 inch = 200 ft.

SHEET 3 OF 4



POOR COPY PRESENTED FOR RECORDING

Legal Description of Expansion Real Estate

RECEIVED
JAN 10 1964
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

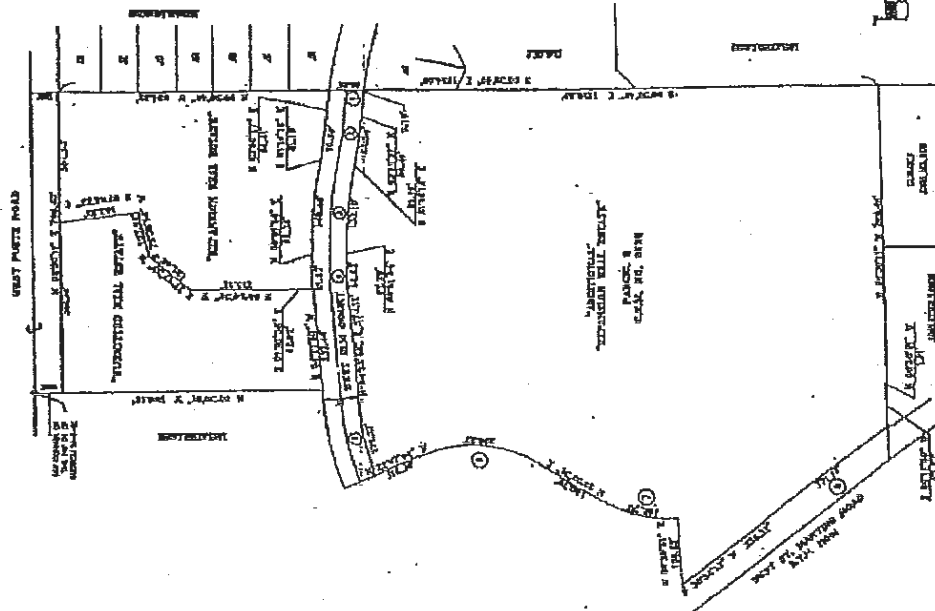
ALSO FROM NORMAN

FOIA b 7(D)

ADDITIONAL COMMENTS WILL BE LEFT.

[illegible]

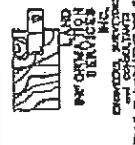
INTERVIEW TRANSCRIPT



GRAPHIC SCALE

(04 JAN)

2025年2月8日



KAITLIN WOODS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

BYLAWS