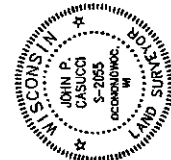


John P. Casucci
JOHN P. CASUCCI
(SEAL)
REGISTERED WISCONSIN LAND SURVEYOR
REGISTRATION NO. S-2055

SHEET 1 OF 10

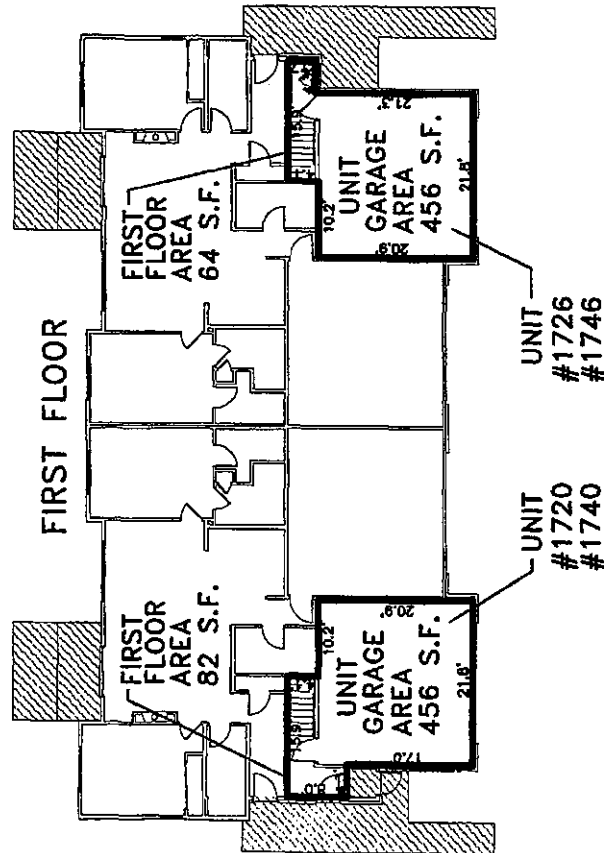


6745 W. Blumound Road, Brookfield WI 53005
262.761-1000 Fax 262.767-7373
www.raasinternational.com
E: raas@raasintl.com
F: [+12627677373](tel:+12627677373)

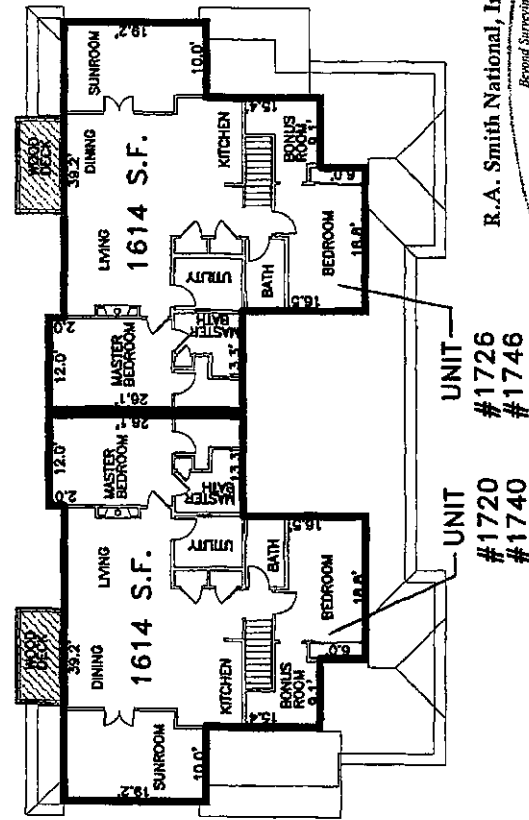
NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 13 & 14



SECOND FLOOR

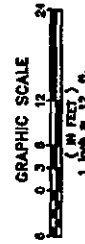


INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER
THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED
COMMON ELEMENTS.



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

18745 W. Boulevard Road, Boscaldale, WI 53003
262.781.1000 Fax 262.787.2373
www.ra-smithnational.com

S. J. HARTZ, P.E.

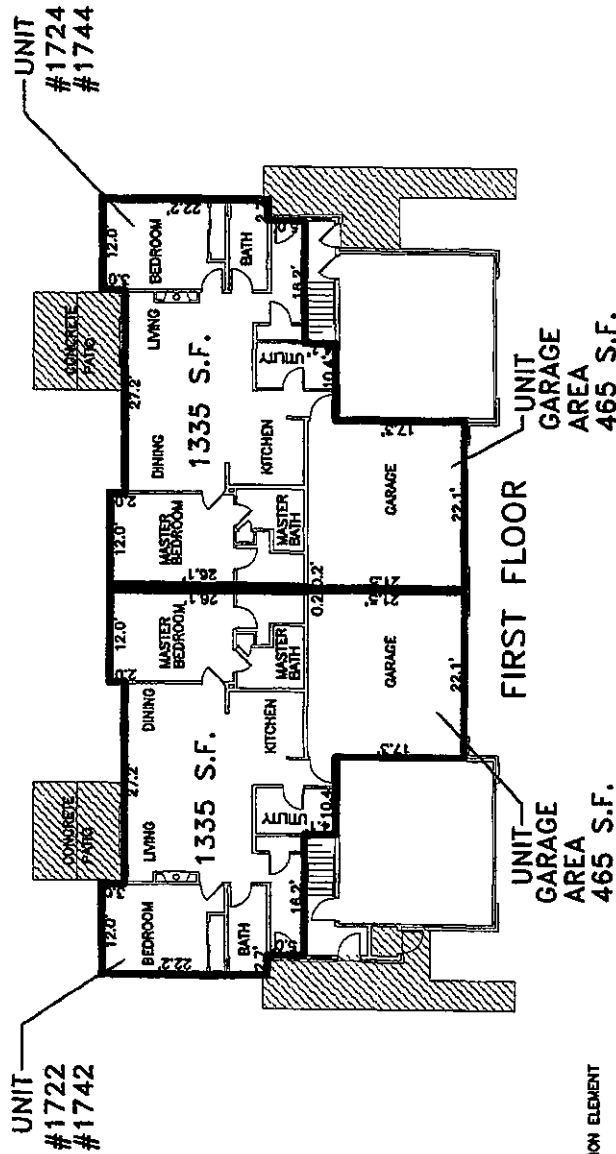
CORPUSCULE, INC.

SHEET 3 OF 10

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 13 & 14

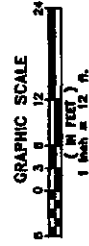


INDICATES UNITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

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THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED
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R.A. Smith National, Inc.

Surveying
and Engineering

18745 W. Bluemound Road, Brookfield, WI 53005
262-797-7373
www.rasmithnational.com

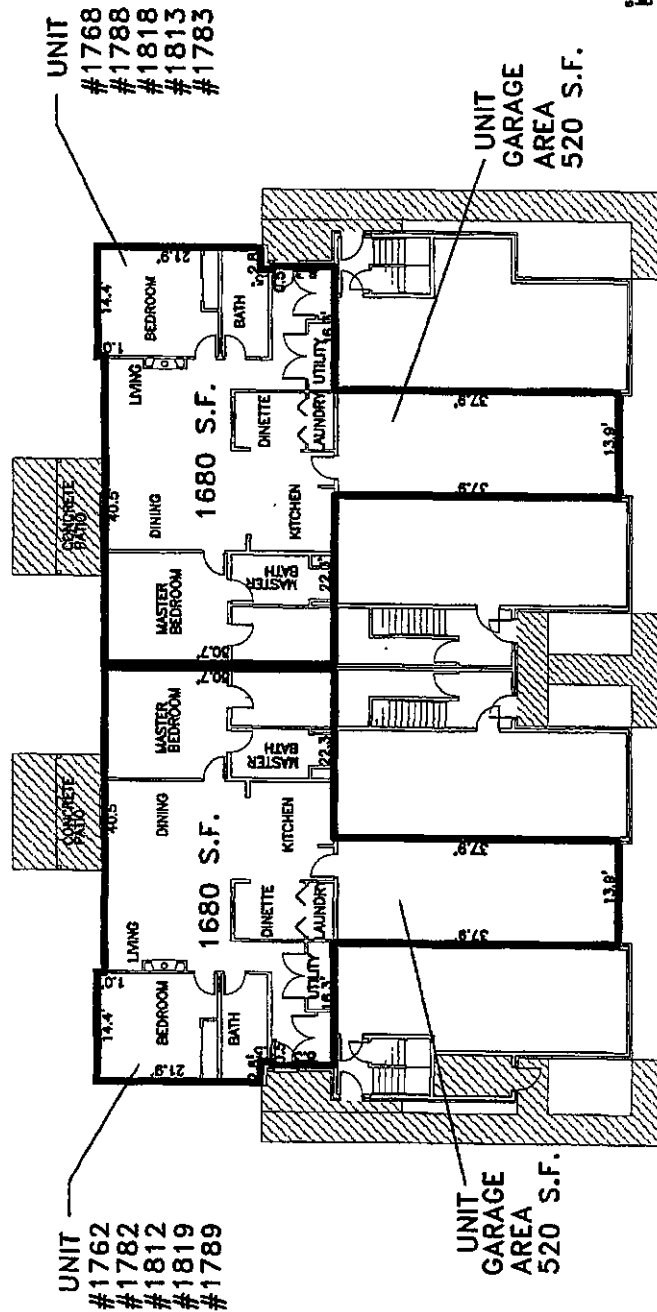
6/14/2014

150101010101010101

SHEET 4 OF 10

BUILDING 15,16,17,19 & 20

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



GRAPHIC SCALE
(IN FEET)

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-781-7373
www.jasrtheinternational.com

84712620

SHEET 5 OF 10

FIRST FLOOR

UNIT #1768, #1788, #1818, #1813, #1783
TOTAL AREA 2200 S.F.
UNIT #1762, #1782, #1812, #1819, #1789
TOTAL AREA 2200 S.F.

INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 2

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 16,17 & 19



UNIT
#1780
#1810
#1821

FIRST FLOOR

UNIT
#1780
#1810
#1821

1778 S.F.

1778 S.F.

SECOND FLOOR

UNIT
#1790
#1820
#1811

UNIT
#1790
#1820
#1811

UNIT #1780, #1810, #1821
TOTAL AREA 2389 S.F.

UNIT #1790, #1820, #1811
TOTAL AREA 2454 S.F.

FIRST FLOOR
AREA
103 S.F.
UNIT
GARAGE
AREA
573 S.F.

FIRST FLOOR
AREA
99 S.F.
UNIT
GARAGE
AREA
512 S.F.

INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM
OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR
LIMITED COMMON ELEMENTS.

R.A. Smith National, Inc.
*Registered Professional
Surveyor and Engineer*
18145 W. Blenheim Road, Breasau WI 53006
262-781-1000 Fax 262-792-0793
www.ra-smith.com
R.A. Smith
1/14/10
SHEET 6 OF 10

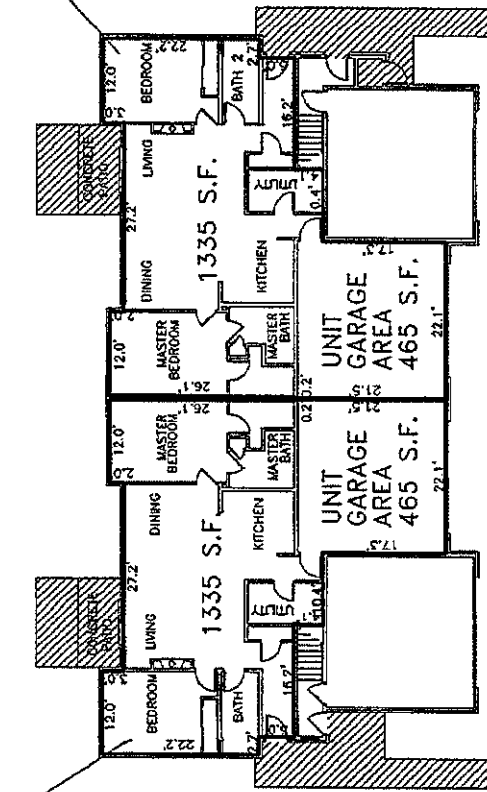
01 JUL 23 1975

BUILDING 12 & 18

UNIT #1702 #1835

UNIT #1704 #1833

CONVERTER SYSTEM



FIRST FLOOR

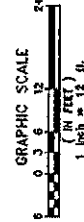
INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERVAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1702, #1835
TOTAL AREA 1800 S.F.
UNIT #1704, #1833
TOTAL AREA 1800 S.F.



R.A. Smith National, Inc.

**Begegnung mit dem
Leben**

16745 W. Bayground Road, Brookfield WI 53005
262-781-1000 Fax: 262-787-3379
www.sandhymfg.com

90-62291

SHEET 9 OF 10

NEW PORT VISTA, A CONDOMINIUM-

BUILDING 12 & 18

ADDENDUM NO. 2

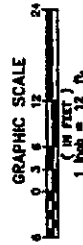
SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

R.A. Smith National, Inc.

Surveying
and Engineering

18745 W. Shawand Road, Brookfield, WI 53006
262.781.1100
www.ra-smithnational.com

3-11-2004
4-15-2004



FIRST
FLOOR
AREA
64 S.F.

FIRST
FLOOR
AREA
82 S.F.

UNIT
#1700
#1837
GARAGE
AREA
456 S.F.

UNIT
#1706
#1831
GARAGE
AREA
456 S.F.

UNIT
#1700
#1837

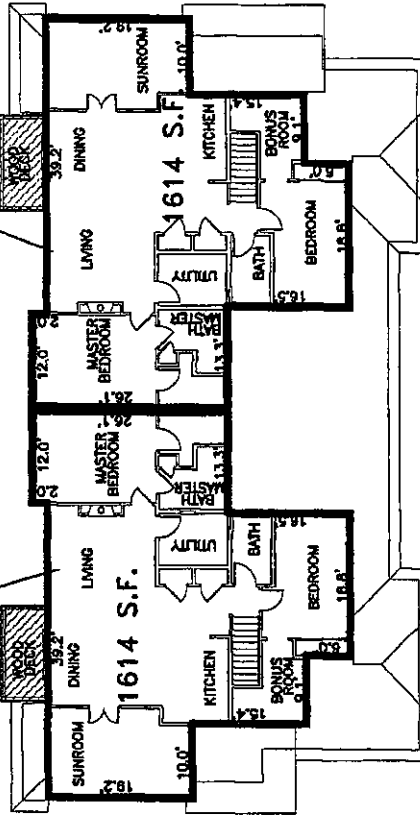
UNIT
#1706
#1831

FIRST FLOOR

SECOND FLOOR

UNIT
#1706
#1831

UNIT
#1700
#1837



UNIT #1700, #1837
TOTAL AREA 2134 S.F.

UNIT #1706, #1831
TOTAL AREA 2152 S.F.

INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

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THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED
COMMON ELEMENTS.

SHEET 10 OF 10

MERGER AGREEMENT

by and between

New Port Vista, a Condominium

and

New Port Vista 2, a Condominium

This Merger Agreement is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes (hereinafter the "Act") as of September 30, 2009, by and between New Port Vista, a Condominium and New Port Vista 2, a Condominium, with **New Port Vista, a Condominium** being the Resultant Condominium.

RECITALS

New Port Vista, Inc. ("Declarant") recorded the Declaration of Condominium for New Port Vista, a Condominium, with the Register of Deeds for Ozaukee County, Wisconsin on December 28, 2004, as Document No. 08009047, and recorded the First Amendment to the Declaration with the Register of Deeds for Ozaukee County, Wisconsin, on December 21, 2006, as Document No. 0854796, (collectively the "Declaration") which subjected certain property in the City of Port Washington to the Act; and

Declarant is also the declarant of New Port Vista 2, a Condominium ("New Port Vista 2"), which consists of one unit of unimproved land of .2807 acres, which is immediately adjacent to New Port Vista, a Condominium; and

Declarant and the Unit Owners representing greater than 75% of the Voting Interests in NPV Condominium Association, Inc., desire to merge New Port Vista 2 into New Port Vista, a Condominium, to allow for a greater variety of buildings in Phase II of New Port Vista, a Condominium and an overall better site plan; and

Exhibit C

At a duly noticed special meeting of the NPV Condominium Association, Inc., held on January 21, 2009, the holders of greater than 75% of the allocated interests in New Port Vista, a Condominium, and the Declarant approved this Merger Agreement the Amended and Restated Declaration of New Port Vista, a Condominium, and a further Amendment to the Declaration following the merger to revise the Plat as shown in proposed Addendum 3 to the Plat of New Port Vista, a Condominium;

NOW, THEREFORE, the undersigned approve and adopt this Merger Agreement.

1. STATEMENT OF MERGER.

Pursuant to Wis. Stat. §703.275, the undersigned hereby consent to the merger of the New Port Vista 2 with and into New Port Vista, a Condominium. New Port Vista, a Condominium, shall be the Resultant Condominium and shall, for all purposes, be the legal successor of both of the merged condominiums. The operations and activities of the associations of Unit Owners of both of the merged condominiums are hereby merged into NPV CONDOMINIUM ASSOCIATION, INC., the successor nonstock nonprofit corporation, which shall hold all powers, rights, obligations, assets and liabilities of the pre-merger associations.

2. CONSENT.

Declarant certifies that this Merger Agreement, the Amended and Restated Declaration of the Resultant Condominium, and Addendum 2 to the Plat of New Port Vista, a Condominium, which depicts the Resultant Condominium, received the consent of Unit Owners required by the Act and the Condominium documents. In executing this Agreement, Declarant is acting on behalf itself and the other Unit Owners.

3. REALLOCATION OF INTERESTS IN COMMON ELEMENTS.

The merger will not change the allocated interests of the Unit Owners of New Port Vista, a Condominium. Following the merger, Declarant's allocated interest in single Unit of New Port Vista 2 shall cease to exist and the land contained in such Unit immediately prior to the merger shall become a Common Element of New Port Vista, a Condominium, and the Unit of unimproved land shall cease to exist.

On Behalf of Declarant:

New Port Vista, Inc.,
a Wisconsin corporation


Brett K. Miller, Vice President

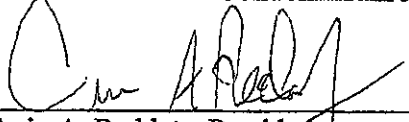
STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 30 day of September, 2009, the above-named Brett K. Miller, known to me as the person who executed the foregoing instrument and acknowledged the same.


Greg Thelen
(Print name here)
Notary Public, State of Wisconsin
My commission (is)(expires) 03/17/13



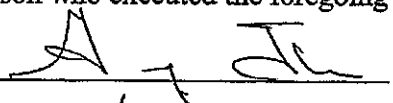
On Behalf of NPV Condominium Association, Inc.



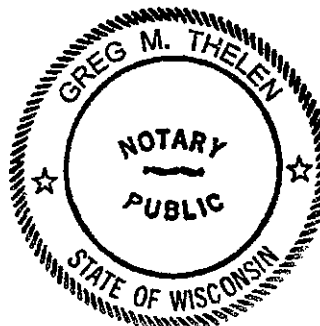
Craig A. Raddatz, President

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 30 day of September, 2009, the above-named Craig A. Raddatz, known to me as the person who executed the foregoing instrument and acknowledged the same.



~~Greg M. Thelen~~ Greg Thelen
(Print name here)
Notary Public, State of Wisconsin
My commission (is)(expires) 03/17/13



DOCUMENT NUMBER

DOCUMENT TITLE

**First Amendment to Amended and
Restated
Declaration of New Port Vista,
A Condominium**

0912551

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 87341

RECORDED ON
09/30/2009 03:56PM

REC FEE: 41.00
TRANS FEE: 0.00
PAGES: 16
EXEMPT #: 0

LEGAL DESCRIPTION

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 67°33'07" EAST 382.96 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'36" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'22.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING. CONTAINING 271,680 SQUARE FEET OR 6.2369 ACRES.

Also OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, RECORDED MAY 18, 2009, AS DOCUMENT NO. 903298, A DIVISION OF PARCAEL 3 IN CERTIFIED SURVEY MAP 3467, BEING A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

The required consent and approvals for this Amendment were received.

This amendment modifies the floor plans and locations of the following Units in Phase II of New Port Vista, a Condominium:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McIlroy
Maier McIlroy Schmitt & Button, Ltd.
101 Falls Road, Suite 603
Grafton, WI 53024

16-004-01-011.00

16-004-01-010.00

Parcel Identification Number (PIN)

Address	Address	Address
1700 NEW PORT VISTA DRIVE	1766 NEW PORT VISTA DRIVE	1810 NEW PORT VISTA DRIVE
1702 NEW PORT VISTA DRIVE	1768 NEW PORT VISTA DRIVE	1811 NEW PORT VISTA DRIVE
1704 NEW PORT VISTA DRIVE	1770 NEW PORT VISTA DRIVE	1812 NEW PORT VISTA DRIVE
1706 NEW PORT VISTA DRIVE	1780 NEW PORT VISTA DRIVE	1813 NEW PORT VISTA DRIVE
1720 NEW PORT VISTA DRIVE	1781 NEW PORT VISTA DRIVE	1814 NEW PORT VISTA DRIVE
1722 NEW PORT VISTA DRIVE	1782 NEW PORT VISTA DRIVE	1815 NEW PORT VISTA DRIVE
1724 NEW PORT VISTA DRIVE	1783 NEW PORT VISTA DRIVE	1816 NEW PORT VISTA DRIVE
1726 NEW PORT VISTA DRIVE	1784 NEW PORT VISTA DRIVE	1817 NEW PORT VISTA DRIVE
1740 NEW PORT VISTA DRIVE	1785 NEW PORT VISTA DRIVE	1818 NEW PORT VISTA DRIVE
1742 NEW PORT VISTA DRIVE	1786 NEW PORT VISTA DRIVE	1819 NEW PORT VISTA DRIVE
1744 NEW PORT VISTA DRIVE	1787 NEW PORT VISTA DRIVE	1820 NEW PORT VISTA DRIVE
1746 NEW PORT VISTA DRIVE	1788 NEW PORT VISTA DRIVE	1821 NEW PORT VISTA DRIVE
1760 NEW PORT VISTA DRIVE	1789 NEW PORT VISTA DRIVE	1831 NEW PORT VISTA DRIVE
1762 NEW PORT VISTA DRIVE	1790 NEW PORT VISTA DRIVE	1833 NEW PORT VISTA DRIVE
1764 NEW PORT VISTA DRIVE	1791 NEW PORT VISTA DRIVE	1835 NEW PORT VISTA DRIVE
		1837 NEW PORT VISTA DRIVE

**First Amendment to the Amended and Restated
Declaration of New Port Vista, a Condominium**

Dated September 30, 2009

This First Amendment to the Amended and Restated Declaration of New Port Vista, a Condominium, is made effective as of the date of its recording with the Ozaukee County Register of Deeds.

At a Special Meeting of the Unit Owners of New Port Vista, a Condominium, held on January 21, 2009, the Unit Owners, as required by the Act and the Condominium Documents, approved a proposed to change the Plat, which included changes in the buildings and their locations in Phase II of the Condominium, which changes are reflected in Addendum No. 3 to the Plat, a copy of which is attached hereto as Exhibit A-3.

The Declaration of New Port Vista, a Condominium, dated December 28, 2004, and recorded with the Ozaukee County Register of Deeds on December 28, 2004, as Document No. 0809047, and amended by the First Amendment the Declaration of New Port Vista, a Condominium, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on December 21, 2006, as Document No. 0854796, and the Amended and Restated Declaration of New Port Vista, a Condominium, (the "Restated Declaration") recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on September 30, 2009, as Document No. 0912549 (collectively the "Declaration"), is hereby amended as follows:

1. Section 1.1 of the Restated Declaration is hereby amended as follows:

(h) "Building Plans" means the plans attached to the New Port Vista Declaration as **EXHIBIT B**, and the plans attached hereto and made a part hereof as **EXHIBIT B-3**, being recorded pursuant to the Act simultaneously with this First Amendment to the Restated Declaration and constituting a part of this Declaration, as the same may be amended from time to time.

(ee) "Plat" means the Plat of Survey of the Condominium and addenda thereto, copies of which are attached to the New Port Vista Declaration as **EXHIBIT A**, the First Addendum to the Plat of Survey attached to the Amendment No. 1 to the New Port Vista Declaration as **EXHIBIT A-1**, the Addendum No. 2 to the Plat of Survey attached to the Restated Declaration as **EXHIBIT A-2**, and Addendum No. 3 attached hereto as **Exhibit A-3**. Addendum No. 3 to the Plat and is being recorded simultaneously with this First Amendment to the Restated Declaration of New Port Vista, a Condominium.

2. Section 3.2 of the Restated Declaration is amended to provide:

As a result of this Amendment, the Condominium consists of 18 buildings having four Units in each, and four buildings having 6 Units in each, for total of 22 buildings and 96 Units in Phases 1 and 2 of the Condominium. The Declarant expressly reserves the right to expand the condominium in one or more additional phases to include an additional 15 Buildings, with each of the 15 buildings containing no more than six units for a total of

72 additional Units. This reservation for expansion may take place in one or more phases as noted on the Plat. Upon completion of all phases, the total number of Units in the Condominium will not exceed 168.

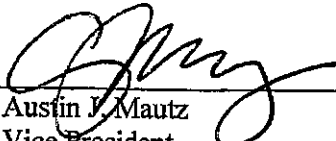
4. ***EXHIBITS A-3 and B-3 attached hereto, being Addendum No. 3 to the Plat, supersede Addendum No. 2 to the Plat; the locations, types of buildings and floor plans for Phase II of the Condominium shall be solely as depicted in Addendum No. 3.***

Except as expressly provided herein, the Declaration is unchanged in all respects.

[Signatures appear on following pages]

CONSENT OF MORTGAGEE

M&I Marshall & Ilsley Bank, NA.
A national banking association
First Mortgagee

By: 
Austin J. Mautz
Its: Vice President

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 28th day of September, 2009, the above-named Austin J. Mautz, the Vice President of the M&I Marshall & Ilsley Bank, NA and acknowledged that he executed the foregoing instrument as such officer as the deed of such national banking association by its authority.


* Colleen Smith
(type or print name here)

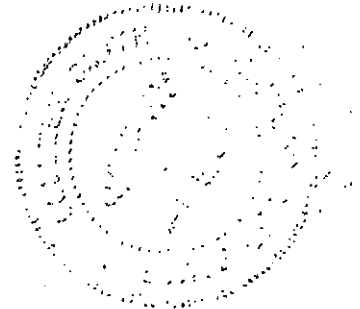
Notary Public, State of Wisconsin

My Commission ~~(X)~~ (expires): 8-8-2010

This document was drafted by, and
after recording should be returned to:

Bruce A. McIlnay
McIlnay Schmitt & Button, Ltd.
1150 Washington Street

Grafton, WI 53024



SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

CONDOMINIUM LOTS
OZAUKEE COUNTY, WISCONSIN.

[illegible]

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, BEING A DIVISION OF CERTIFIED SURVEY MAP NO. 3467
 BEING PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST QUARTER, 1/4 OF SECTION 5, TOWN 10
 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, CLAUKE COUNTY, WISCONSIN.

EXPANSION LANDS
PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3487, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY WISCONSIN BOUNDARY AND DESCRIBED AS FOLLOWS:

[illegible]

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

FOUNDRY PLAT IS A CORRECT REPRESENTATION OF NEW PORT VISTA, A CONCOMINUM-NO. 3 AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE ELEMENTS CAN BE DETERMINED FROM THE PLAT, THE FLOOR PLANS SHOW ONLY THE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

p. commun.

SUCCI
(SEAL)
WISCONSIN LAND SURVEYOR
DN NO. S-2055

SHEET 1 OF 12



R.A. Smith National, Inc.

Beyond Surveying and Engineering

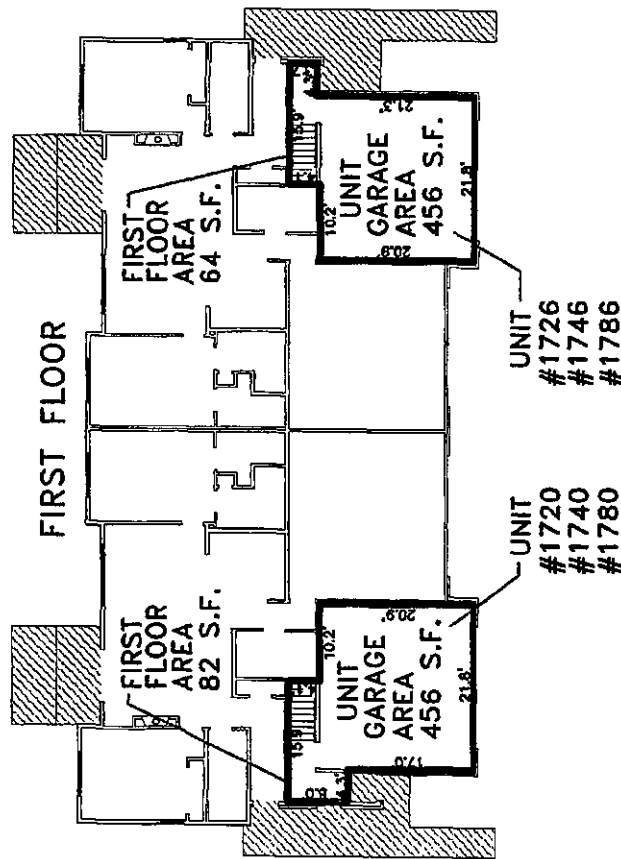
6745 W. Blusound Road, Brookfield Wn 98005
262-781-1000 Fax 262-787-7373
www.rasmithnational.com

130626Z JAN 95
FM JCRC LORAN, DOWD: K007-1.

2-81

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

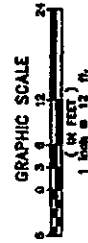
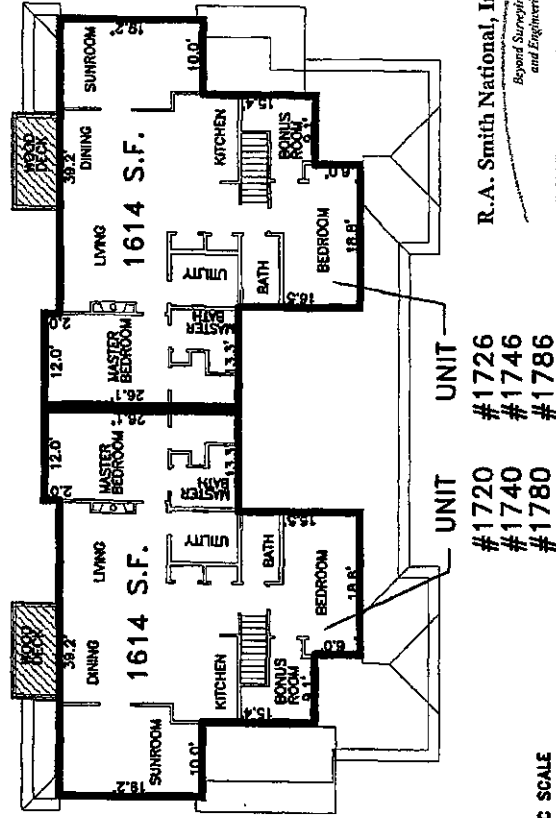


BUILDING 13,14 & 16

UNIT #1720, #1740, #1780
TOTAL AREA 2152 S.F.

UNIT #1726, #1746, #1786
TOTAL AREA 2134 S.F.

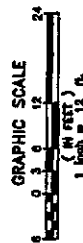
SECOND FLOOR



R.A. Smith National, Inc.
Beyond Surveying
and Engineering
1874 N. Milwaukee Road, Brookfield, WI 53005
262.781.1111 FAX 262.781.1173
www.ra-smith.com
RAN03256-001
C:\RAN\1111\RA1111\RA1111.dwg
SHEET 3 OF 12

BUILDING 13,14 & 16

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1722, #1742, #1782
TOTAL AREA 1800 S.F.
UNIT #1724, #1744, #1784
TOTAL AREA 1800 S.F.

R.A. Smith National, Inc.

Beyond Surveying and Engineering

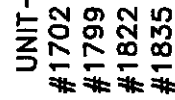
6743 W. Bluemound Road, Brookfield WI 53006
262-781-1000 Fax: 262-797-7373
www.raiminternational.com

ISSN 1627-2040

SHEET 4 OF 12

BUILDING 12,18,19 & 21

UNIT
#1704
#1797
#1824
#1833



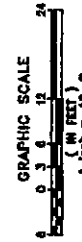
FIRST FLOOR

 INDICATES LIMITED COMMON ELEMENT

THE DRAWING RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER
THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED
COMMON ELEMENTS.



Beyond Surveying and Engineering

16745 W. Buemound Road, Brookfield WI 53005
262-781-1000 Fax 262-787-7323
www.casrtnational.com

[illegible]

SHEET 5 OF 12

BUILDING 12, 18, 19 & 21

R.A. Smith National, Inc.

Beyond Surveying and Engineering

15745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373

**-FIRST
FLOOR
AREA
82 S.F.**

UNIT #1706, #1795, #1826, #1831
TOTAL AREA 2152 S.F.

UNIT
#1700
#1801
#1820
#1837

UNIT
#1706
#1795
#1826
#1831

SECOND FLOOR

FIRST FLOOR

UNIT-
#1706
#1795
#1826
#1831

UNIT
#1700
#1801
#1820
#1837

INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE LOCATIONS OF
INTERNAL WALLS, DOORS, AND OTHER FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

UNIT #1700, #1801, #1820, #1837
TOTAL AREA 2134 S.F.

GRAPHIC SCALE

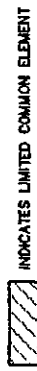


(IN FEET)
1 inch = 12 ft.

SHEET 6 OF 12

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



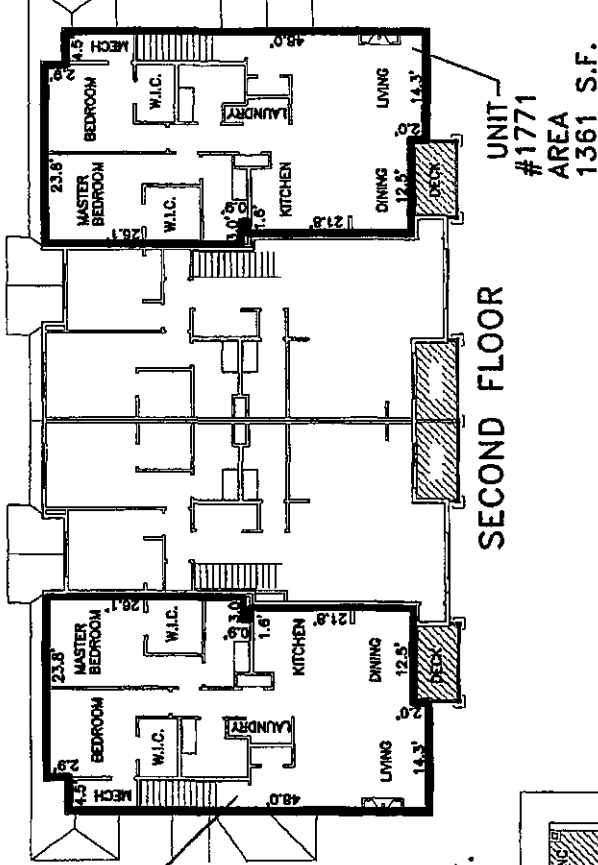
INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE
LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER
FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE
CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS
RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

BUILDING 22



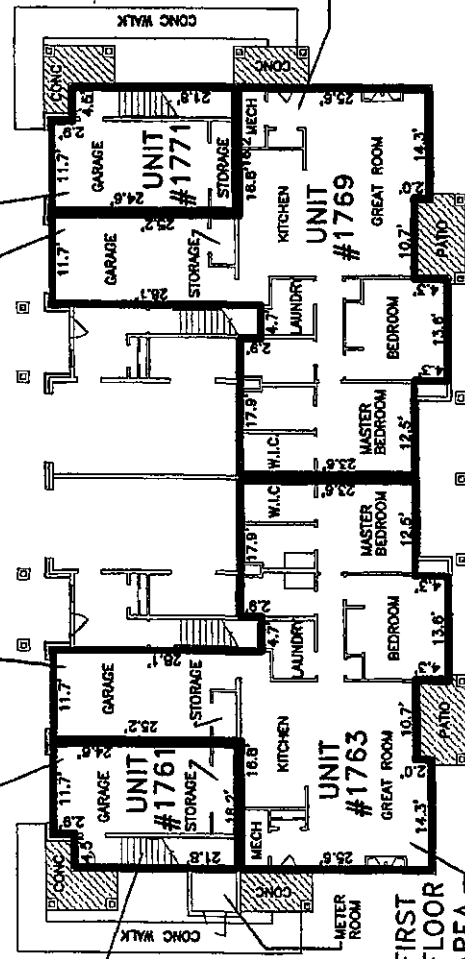
SECOND FLOOR

**UNIT #1761
AREA 1361 S.F.**

**UNIT #1771
AREA 1361 S.F.**

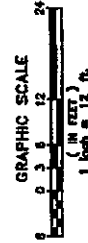
**UNIT #1761, #1771
TOTAL AREA 1748 S.F.
UNIT #1763, #1769
TOTAL AREA 1578 S.F.**

FIRST FLOOR AREA 97 S.F.
GARAGE AREA 290 S.F.
GARAGE AREA 296 S.F.
GARAGE AREA 296 S.F.
GARAGE AREA 387 S.F.



FIRST FLOOR AREA 1282 S.F.

FIRST FLOOR AREA 1282 S.F.



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

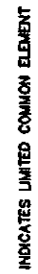
18748 W. Blumhard Road, Brookfield, WI 53005
262-781-1000 Fax 262-781-7333
www.ra-smithnational.com

KSMS2004-01
CPM10010117171

SHEET 7 OF 12

NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.



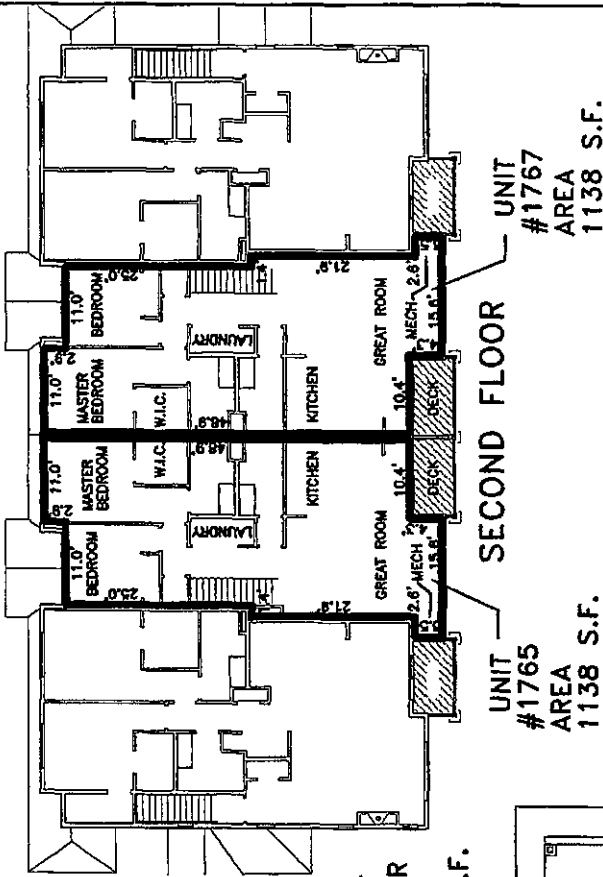
INDICATES LIMITED COMMON ELEMENT

THE DECLARANT RESERVES THE RIGHT TO CHANGE
LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER
FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.

THE COMMON ELEMENTS CONSIST OF THE ENTIRE
CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS
RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

BUILDING 22



SECOND FLOOR

UNIT #1765
AREA
1138 S.F.

UNIT #1767
AREA
1138 S.F.

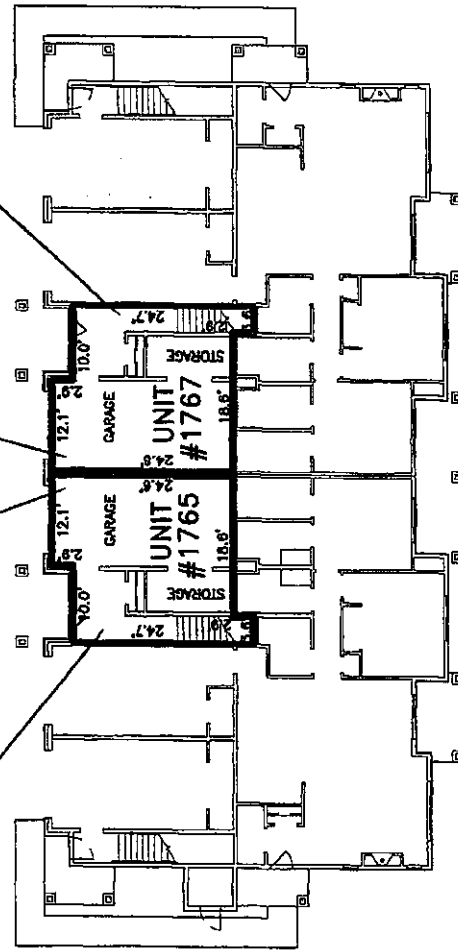
UNIT #1765, #1767
TOTAL AREA 1665 S.F.

FIRST FLOOR
AREA
88 S.F.

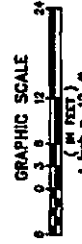
GARAGE
AREA
439 S.F.

GARAGE
AREA
439 S.F.

FIRST FLOOR
AREA
88 S.F.



FIRST FLOOR



R.A. Smith National, Inc.

*Surveying
and Engineering*
18745 W. Bluemound Road, Brookfield, WI 53005
262-781-1000 Fax 262-787-1373
www.ra-smithnational.com
KCS14724-Reg
CPRI#14861-ARCH

SHEET # OF 12

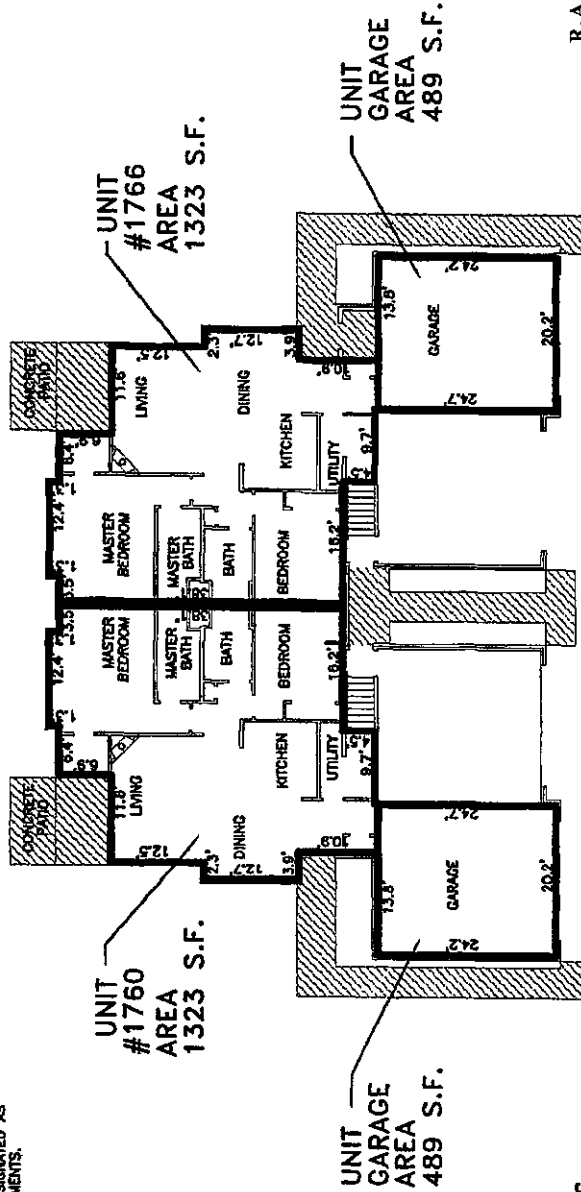
NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO.3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

 INDICATES UNITED COMMON ELEMENT
THE DECLARANT RESERVES THE RIGHT TO CHANGE
LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER
FEATURES.

FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE
CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS
RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.

BUILDING 15



**UNIT #1760, #1766
TOTAL AREA 1812 S.F.**

FIRST FLOOR

R.A. Smith National, Inc.
Beyond Surveying
and Engineering
18745 W. Bluemound Road, Equisette WI 53005
262-781-1000 Fax 262-787-7273
www.ra-smithnational.com
KATIE DOWLING
CNS/11/10/2010

SHEET 9 OF 12

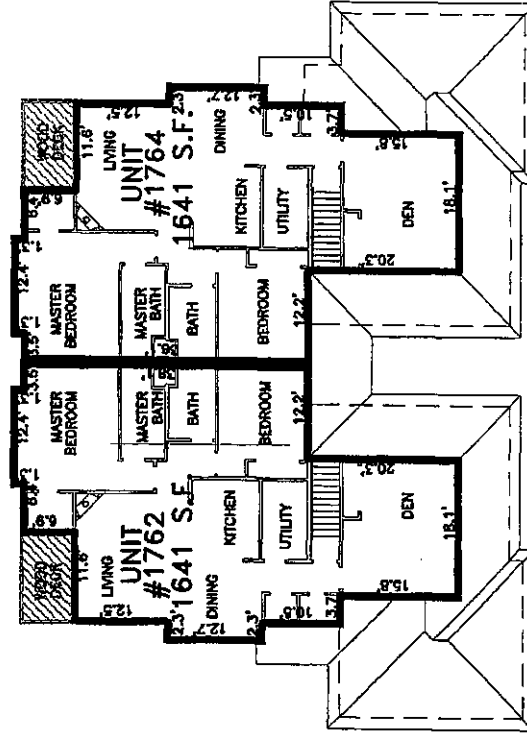
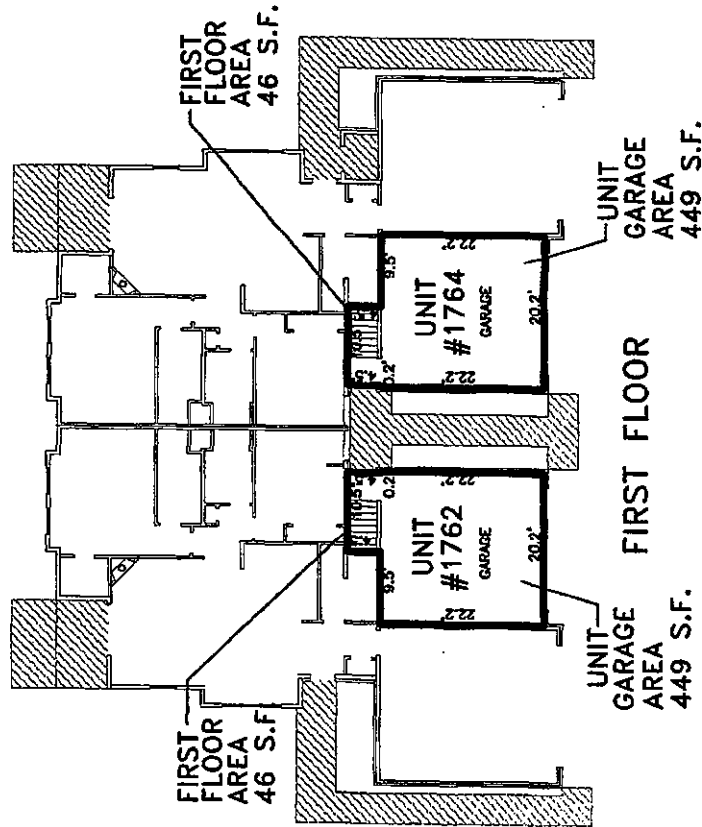
NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

BUILDING 15

**UNIT #1762, #1764
TOTAL AREA 2136 S.F.**

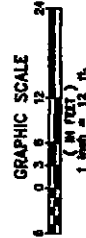
INDICATES LIMITED COMMON ELEMENT
THE DECLARANT RESERVES THE RIGHT TO CHANGE
LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER
FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE
CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS
RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.



SECOND FLOOR

R.A. Smith National, Inc.

Surveying
and Engineering
18745 W. Bluemound Road, Brookfield, WI 53005
262-281-1000 Fax 262-797-7373
www.rasmithnational.com
AS101750-Jac
(262) 281-1000



SHEET 10 OF 12

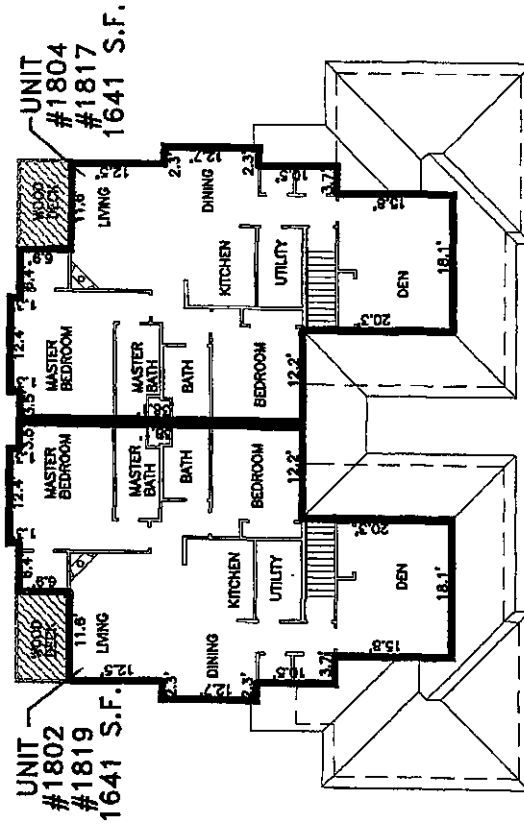
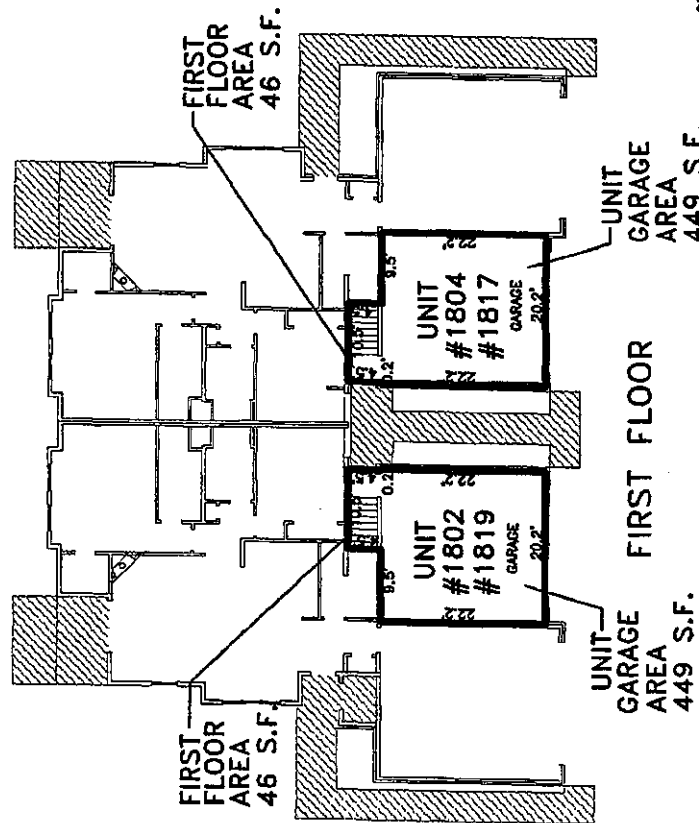
NEW PORT VISTA, A CONDOMINIUM- ADDENDUM NO. 3

SITUATED ON NEW PORT VISTA DRIVE, CITY OF PORT WASHINGTON,
OZAUKEE COUNTY, WISCONSIN.

UNIT #1802, #1804, #1817, #1819
TOTAL AREA 2136 S.F.

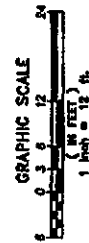
BUILDING 17 & 20

INDICATES LIMITED COMMON ELEMENT
THE DECLARANT RESERVES THE RIGHT TO CHANGE
LOCATIONS OF INTERNAL WALLS, DOORS, AND OTHER
FEATURES.
FLOORPLANS DO NOT REPRESENT AS-BUILT CONDITIONS.
THE COMMON ELEMENTS CONSIST OF THE ENTIRE
CONDOMINIUM OTHER THAN THOSE AREAS DESIGNATED AS
RESIDENTIAL UNITS OR LIMITED COMMON ELEMENTS.



SECOND FLOOR

R.A. Smith National, Inc.
Beyond Surveying
and Engineering
1845 W. Chippewa Road, Brookfield, WI 53005
262.281-1000 Fax 262.297-2375
www.ra-smithnational.com
KSWAT20-4-08
CPW180120-120-120-08



SHEET 12 OF 12

DOCUMENT NUMBER

DOCUMENT TITLE

**AFFIDAVIT OF CORRECTION TO
FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF NEW PORT
VISTA, A CONDOMINIUM**

0915077

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 89495

RECORDED ON
11/18/2009 08:58AM

REC FEE: 13.00
TRANS FEE: 0.00
PAGES: 2
EXEMPT #: 0

AFFIANT, Bruce A. McInay, hereby swears that a certain document recorded on September 30, 2009, as Document # 0912551 in Ozaukee County, State of Wisconsin, contained the following error:

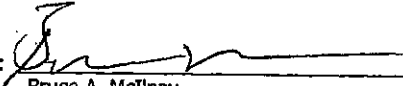
The cover page of the document omitted reference to certain of the Units that are shown on the Plat for Phase 2 of the Condominium and are a part of the Condominium.

AFFIANT makes this Affidavit for the purpose of correcting the above document by adding the following Units that were omitted from the original filing:

Unit		Address
1795	UPPER	1795 NEW PORT VISTA DRIVE
1797	LOWER	1797 NEW PORT VISTA DRIVE
1799	LOWER	1799 NEW PORT VISTA DRIVE
1801	UPPER	1801 NEW PORT VISTA DRIVE
1761	UPPER	1761 NEW PORT VISTA DRIVE
1763	LOWER	1763 NEW PORT VISTA DRIVE
1765	UPPER	1765 NEW PORT VISTA DRIVE
1767	UPPER	1767 NEW PORT VISTA DRIVE
1769	LOWER	1769 NEW PORT VISTA DRIVE
1771	UPPER	1771 NEW PORT VISTA DRIVE

AFFIANT is the drafter of the document being corrected.

LEGAL DESCRIPTION
(See Attached)

Signed: 

Bruce A. McInay

State of Wisconsin)
) ss.
Ozaukee County)

Subscribed and sworn to before me this
17th day of November, 2009


Notary Public, State of Wisconsin

My Commission: 2-7-2013

This Instrument was drafted by Bruce A. McInay

This Instrument is not a conveyance of real property as per s 77.21 Wisconsin statutes

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Bruce A. McInay
McInay & Button, Ltd.
1150 Washington Street
Grafton, WI 53024-1916

013

16-216-12-017.00 -
16-216-20-017.91

Parcel Identification Number (PIN)

16-238-01-01795 *
16-238-01-01797
16-238-01-01799
16-238-01-01801
16-238-02-01761
16-238-02-01763
16-238-02-01765
16-238-02-01767
16-238-02-01769
16-238-02-01771

ATTACHMENT TO AFFIDAVIT OF CORRECTION

LEGAL DESCRIPTION

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 67°33'07" EAST 382.96 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'36" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'22.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 271,680 SQUARE FEET OR 6.2369 ACRES.

Also

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, RECORDED MAY 18, 2009, AS DOCUMENT NO. 903298, A DIVISION OF PARCEL 3 IN CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

Unit		Address
1795	UPPER	1795 NEW PORT VISTA DRIVE
1797	LOWER	1797 NEW PORT VISTA DRIVE
1799	LOWER	1799 NEW PORT VISTA DRIVE
1801	UPPER	1801 NEW PORT VISTA DRIVE
1761	UPPER	1761 NEW PORT VISTA DRIVE
1763	LOWER	1763 NEW PORT VISTA DRIVE
1765	UPPER	1765 NEW PORT VISTA DRIVE
1767	UPPER	1767 NEW PORT VISTA DRIVE
1769	LOWER	1769 NEW PORT VISTA DRIVE
1771	UPPER	1771 NEW PORT VISTA DRIVE

0943442 - 1

AFFIDAVIT OF CORRECTION

Document Number

8 0 3 0 4 7 2
Tx:4023406**0943442**

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
04/19/2011 1:40 PM
REC FEE: 30.00
PAGES: 4
EXEMPT #:

AFFIANT, John P. Casucci, Registered Land Surveyor No. 2055, hereby depose and say; that I am a land surveyor registered in the State of Wisconsin and that RA Smith National, Inc prepared a Condominium Plat for:

New Port Vista A Condominium-Addendum No.3 described as:

Parts of Parcels 1 and 2 of Certified Survey Map No. 3467, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 4 and the Northeast 1/4 of Section 5, all in Town 10 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin. Also Outlot 1 of Certified Survey Map No.3745, being a division of Parcel 3 of Certified Survey Map No. 3467, being part of the Northwest 1/4 and Northeast 1/4 of the Northeast Fractional 1/4 of Section 5, Town 10 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin, (See Exhibit "A" for full legal description)

which was recorded on September 30, 2009 as Document No. 0912552.

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows:

The corrected building locations for buildings 16, 18 and 21 – See Exhibit "B", the corrected Limited Common Elements for Buildings 15, 16, 17 & 18 – See Exhibit "B",

and the corrected Unit location, dimensions and area for Units 1780-1786 (building 16), Units 1820-1826 (building 18) and Units 1795-1801 (building 21) –see Exhibit "C"

AFFIANT is the (check one):

☒ Drafter of the document being corrected

☐ Owner of the property described in the document being corrected

☐ Other (explain: _____).

The original document (in part or whole) ☐ is ☐ is not attached to this Affidavit (if original document is not attached, please attach legal description and names of grantors and grantees).

Signed:

John P. Casucci 3-14-2011
 * JOHN P. CASUCCI *

State of Wisconsin }
 } ss.

County of Waukesha }

Subscribed and sworn to (or affirmed) before me this
 14 day of March, 2011.

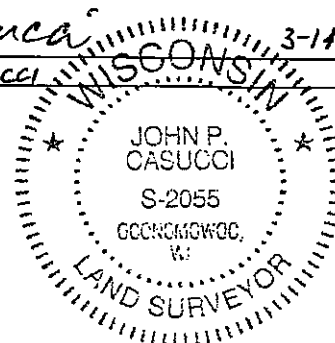
* *Heidi M. Rebernick*

Notary Public, State of Wisconsin

My Commission expires: 6-8-14

THIS INSTRUMENT WAS DRAFTED BY:

John P. Casucci S-2055



This instrument ☐ is ☒ is not (check one) a conveyance of real property as per s. 77.21(1) Wisconsin Statutes (A Wisconsin Real Estate Transfer Return is required for instruments that do convey real property.)

*Names of persons signing in any capacity must be typed or printed below their signature

Sheet 1 of 4

2-92

4

EXHIBIT "A"

LEGAL DESCRIPTION

NEW PORT VISTA, A CONDOMINIUM – ADDENDUM NO. 3

CONDOMINIUM LANDS

PARTS OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3467, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, ALL IN TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 87°07'44" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 115.02 FEET TO A POINT; THENCE SOUTH 02°52'16" EAST 33.00 FEET TO A POINT ON THE SOUTH LINE OF CEDAR SAUK ROAD; THENCE SOUTH 02°55'31" EAST 222.00 FEET TO A POINT; THENCE SOUTH 87°07'44" WEST 115.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 02°55'31" EAST ALONG SAID WEST LINE 642.88 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 67°33'07" EAST 382.96 FEET TO A POINT ON THE WESTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTH 30°05'15" EAST ALONG SAID WESTERLY LINE 68.36 FEET TO A POINT; THENCE NORTHEASTERLY 33.74 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 470.00 FEET AND WHOSE CHORD BEARS NORTH 28°01'52" EAST 33.73 FEET TO A POINT; THENCE SOUTH 64°01'31" EAST 60.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE NORTHEASTERLY 63.79 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 530.00 FEET AND WHOSE CHORD BEARS NORTH 22°31'35.5" EAST 63.76 FEET TO A POINT; THENCE SOUTH 71°48'18" EAST 99.55 FEET TO A POINT; THENCE SOUTH 53°33'40" EAST 69.57 FEET TO A POINT ON THE WESTERLY LINE OF STH "32"; THENCE SOUTHWESTERLY 386.72 FEET ALONG SAID WESTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 34492.47 FEET AND WHOSE CHORD BEARS SOUTH 30°24'21.5" WEST 386.72 FEET TO A POINT; THENCE SOUTH 87°33'42" WEST 414.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 02°55'31" WEST ALONG SAID WESTERLY LINE 97.86 FEET TO A POINT; THENCE SOUTH 87°04'29" WEST 138.72 FEET TO A POINT; THENCE NORTH 03°15'13" WEST 125.00 FEET TO A POINT ON THE EASTERLY LINE OF NEW PORT VISTA DRIVE; THENCE SOUTH 86°44'47" WEST ALONG SAID EASTERLY LINE 55.71 FEET TO A POINT; THENCE SOUTHWESTERLY 40.33 FEET ALONG SAID EASTERLY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 174.39 FEET AND WHOSE CHORD BEARS SOUTH 80°07'16.5" WEST 40.24 FEET TO A POINT; THENCE NORTH 16°30'14" WEST 239.07 FEET TO A POINT; THENCE NORTH 87°18'39" EAST 291.22 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART DEDICATED AS NEW PORT VISTA DRIVE.

ALSO

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3745, BEING A DIVISION OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 3467 BEING PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 10 NORTH, RANGE 22 EAST, IN THE CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

OWNERS CERTIFICATE:

NEW PORT VISTA CONDOMINIUM, INC., A WISCONSIN CORPORATION HEREBY STATES THAT IT IS THE OWNER OF ALL UNITS AND LIMITED COMMON ELEMENTS BEING CORRECTED, AND HEREBY CONSENT TO THE CHANGES TO THE CONDOMINIUM PLAT BY THIS AFFIDAVIT OF CORRECTION.

NEW PORT VISTA, INC., A WISCONSIN CORPORATION

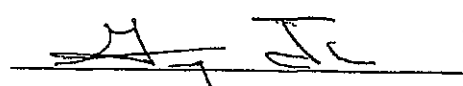

BY: BRETT K. MILLER, ITS VICE PRESIDENT

STATE OF WISCONSIN)

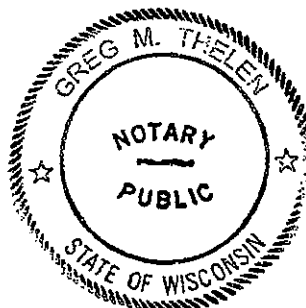
)SS

COUNTY OF MILWAUKEE)

PERSONALLY CAME BEFORE ME THIS 17 DAY OF March, 2011, THE ABOVE NAMED BRETT K. MILLER, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.


NOTARY PUBLIC, STATE OF WISCONSIN,

MY COMMISSION (IS)(EXPIRES) 03/17/12



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373
www.rasmithnational.com

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EX101-AFFIDAVIT OF CORRECTION.DWGEX101A80
SHEET 2 OF 4

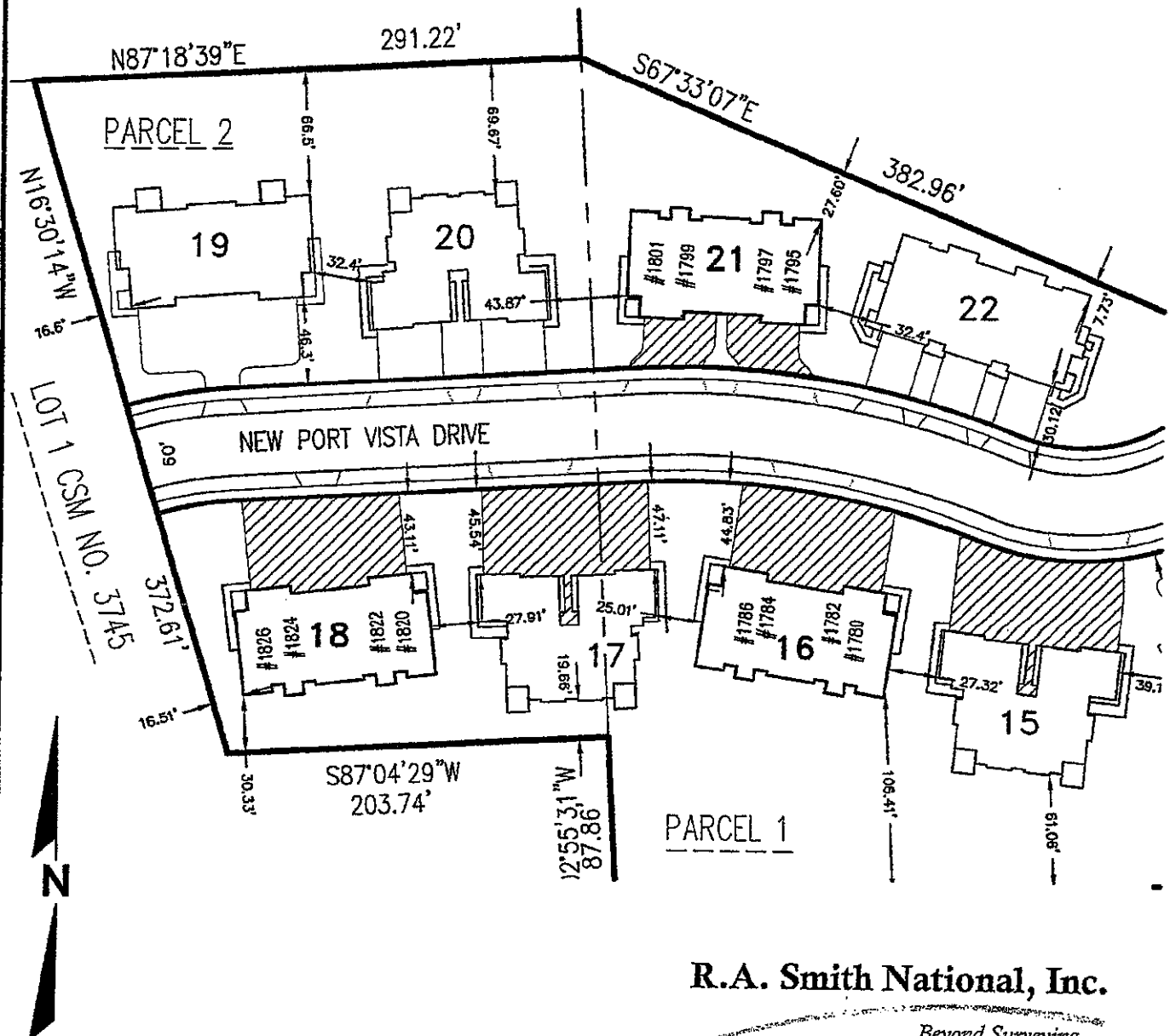
NEW PORT VISTA CONDOMINIUM - ADDENDUM NO.3

1. SEE THE DECLARATION OF CONDOMINIUM FOR DESIGNATION OF THE LIMITED COMMON ELEMENTS.

2. BEARINGS REFER TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

3. ALL AREAS NOT WITHIN UNIT OR LIMITED COMMON ELEMENTS, SHALL BE COMMON ELEMENTS. SEE EXHIBIT "B" FOR ADDITIONAL LIMITED COMMON ELEMENTS.

 INDICATES REVISED LIMITED COMMON ELEMENT



R.A. Smith National, Inc.

Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005

262-781-1000 Fax 262-797-7373

www.rasmithnational.com

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EX101-AFFIDAVIT OF CORRECTION,DWGEX102A80

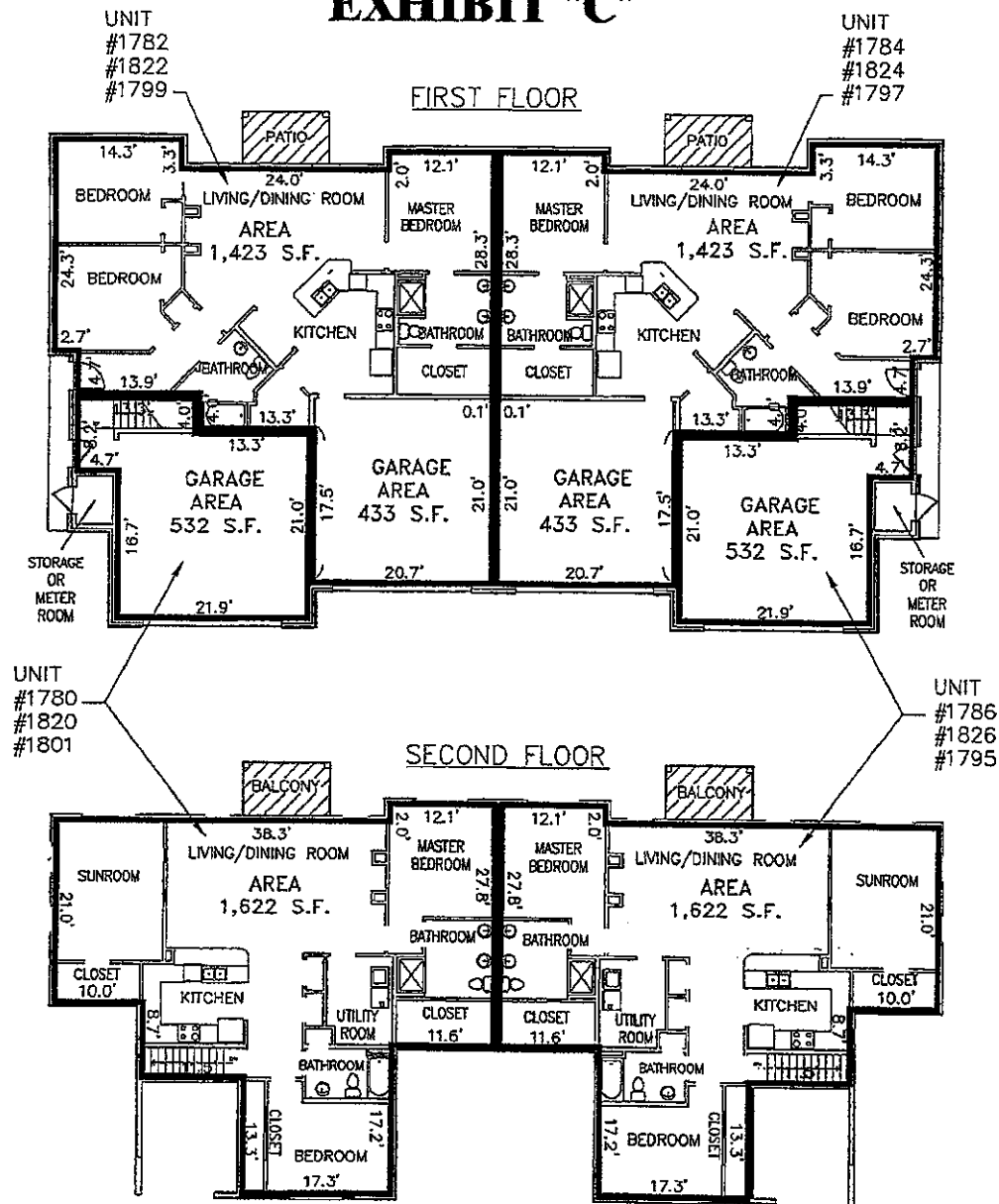
SHEET 3 OF 4

GRAPHIC SCALE

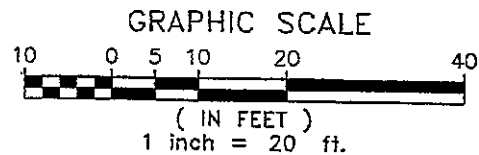


(IN FEET)
1 inch = 80 ft.

EXHIBIT "C"



BUILDING	UNIT		TOTAL AREA
16	1780	UPPER	2,154 SQ.FT.
	1782	LOWER	1,856 SQ.FT.
	1784	LOWER	1,856 SQ.FT.
	1786	UPPER	2,154 SQ.FT.
18	1820	UPPER	2,154 SQ.FT.
	1822	LOWER	1,856 SQ.FT.
	1824	LOWER	1,856 SQ.FT.
	1826	UPPER	2,154 SQ.FT.
21	1801	UPPER	2,154 SQ.FT.
	1799	LOWER	1,856 SQ.FT.
	1797	LOWER	1,856 SQ.FT.
	1795	UPPER	2,154 SQ.FT.



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EX101-AFFIDAVIT OF CORRECTION.DWGEX103A20

SHEET 4 OF 4

NPV CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BY-LAWS

**BYLAWS
OF
NPV CONDOMINIUM ASSOCIATION, INC.**

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**BYLAWS
OF
NPV CONDOMINIUM ASSOCIATION, INC.**

The following Bylaws are accepted by NPV Condominium Association, Inc. as of June 3, 2005.

ARTICLE I. PURPOSES

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to serve as an association of Unit Owners in the Association under the Act; (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock, nonprofit corporation may be organized.

ARTICLE II. OFFICES

Section 2.01 Principal Office. The initial principal office of the Association shall be located at 225 East Mason Street, Suite 600, Milwaukee, Wisconsin. The Association may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2.02 Registered Office. The initial registered office shall be 1150 Washington Street, Grafton, Wisconsin 53024.

ARTICLE III. ASSOCIATION

Section 3.01 Membership. The Association shall have one (i) class of voting Membership. The Members shall be all the Unit Owners. Members shall have one vote for each Unit owned. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, or upon entering into a land contract for the purchase of a Unit, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 3.02 Unit Owner Prohibited from Voting. No Unit Owner may vote at any meeting if his monthly assessment fee is thirty (30) days past due and/or the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action

to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3.03 Proxies. Any Unit vote may be cast pursuant to a proxy executed by the Unit Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 3.04 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name and address of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 3.05 Annual Meetings. The first annual meeting of the Unit Owners shall be held within twelve (12) months following the date of recording of the Declaration, or on or before the date of conveyance of Units by the Declarant to which seventy-five percent (75%) or more of the Allocated Interests in the condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the second Tuesday of April of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. Meetings of the Association shall be held at the office of the Association or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 3.06 Special Meetings. The President, the Board of Directors, or the Members having one-twentieth of the votes in the Association may call a special meeting, upon a written petition signed by Unit Owners holding not less than thirty-three percent (33%) of the Allocated Interests in the Condominium. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 3.07 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place, and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered provided that the Secretary certifies in writing that such notice was personally delivered to the Unit Owner.

Section 3.08 Conduct of Meetings. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the

conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 3.09 Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 3.10 Quorum. A quorum for the purposes of general or special meetings shall consist of thirty-three percent (33%) of the votes entitled to vote unless otherwise required by the Act, Declaration, or any of the Condominium Documents.

Section 3.11 Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners (and Mortgagees if required) shall consent in writing to such action. Any such unanimous written consent shall be filed in the Association's Minute Book.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 4.02 Number; Declarant Control.

(A) The Declarant shall designate three (3) persons to the initial Board of Directors. None of the Directors designated by Declarant must be a Unit Owner and each shall serve until control of the Association passes to the Unit Owners as provided in this Section. The Board of Directors shall be expanded to a maximum of five (5) Members, in the manner and at the times set forth below. Each Member of the Board of Directors elected other than the three (3) Directors designated by Declarant must be a Unit Owner.

(B) Prior to conveyance of twenty-five percent (25%) of the Allocated Interest in the Condominium, the Unit Owners, other than the Declarant shall elect one Director; thereafter, the Board of Directors shall be composed of four (4) persons; or

(C) Prior to conveyance of fifty percent (50%) of the Allocated Interest in the Condominium are sold, the Unit Owners other than the Declarant shall elect two Directors; thereafter, the Board of Directors shall be composed of five (5) persons.

(D) A special meeting shall be held on or before forty-five (45) days after the earlier to occur of: (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Allocated Interest of the Condominium appertain; or (ii) the date of expiration of ten (10) years from the date of the first conveyance to any purchaser other than Declarant of any

Unit in the Condominium, at which special meeting all remaining Directors appointed by the Declarant shall resign and three (3) new Directors shall be elected by all Unit Owners, including the Declarant, to the extent the Declarant then owns any Units. These Directors shall serve until their successors shall have been elected at the next succeeding annual meeting.

Section 4.03 Term of Office. Each Director shall serve a term of one year beginning after the conclusion of the annual meeting and continuing until the next annual meeting. Upon the election of the five directors to replace all of the directors appointed by the Declarant, the directors will be elected to staggered terms of two years. In even years two directors will be elected and in odd years three directors will be elected. In the first election of an all-member controlled board, the directors who would not normally be elected that year (e.g., the two directors in an odd-numbered year) will be elected to terms of one year, so the board will consist of five members.

Section 4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Documents. Such powers and duties shall include, but not be limited to, the following:

- (A) To promulgate and enforce the Rules and Regulations.
- (B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.
- (C) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.
- (D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Documents.
- (E) To ascertain the amount of and pay the Common Expenses.
- (F) To enter into contracts, deeds, leases, or other written agreements and to authorize the execution and delivery thereof by the appropriate officers.
- (G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefore.
- (H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.
- (I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Documents with respect to the Units and the Common Elements, to obtain

insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.

(J) To repair or restore the Property as required by the Act and/or the Declaration.

(K) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Association, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(L) To keep adequate books and records as required by the Act and the Condominium Documents.

(M) To approve and sign checks and issue payment vouchers.

(N) To pay off liens against any portion of the Property.

(O) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(P) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars (\$5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least sixty-seven percent (67%) of the votes obtained at a meeting duly called and held for such purpose.

(Q) Purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial sale; provided, however, that the Board of Directors may not take any such action without the prior consent of a least sixty-six percent (66%) of the votes of the Association obtained at a meeting duly called and held for such purpose.

(R) Contract for the services of an Owners Managing Agent and to delegate to an Owners Managing Agent all of its foregoing powers, duties and responsibilities referred to above except for those set forth in subparagraphs (A), (C), (F) (except for contracts under \$5,000.00), (G), (H), (I), and (Q) above and to bring, prosecute or settle litigation. The Owners Managing Agent shall be a bona fide business enterprise, which may be affiliated with the Declarant. Such firm shall have a minimum of two years experience in real estate residential management. The Owners Managing Agent shall perform such duties and services as the Board of Directors shall authorize. The compensation of the Owners Managing Agent shall be established by the Board of Directors.

(S) To appoint an Architectural Control Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 4.07 Removal of Members of the Board of Directors. The Declarant may by written notice to the Board of Directors remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. Any Director, except for a Director appointed by the Declarant, may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office taken at a special meeting of Directors called for that purpose.

Section 4.08 Incapacity or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

Section 4.09 Vacancies. Except for Directors appointed by Declarant, any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 4.10 Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by facsimile machine to each Director at his last known address, or by telegram. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when given to the telegraph company. Whenever any notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means

of a conference telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 4.12 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 4.15 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who has voted in favor of such action.

Section 4.16 Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or Members of such committee.

Section 4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book.

Section 4.19 Insurance Trustee. The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds there from will be held in accordance with the terms of these By-Laws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or