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**DECLARATION OF 2805
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUMS**

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**DECLARATION OF CONDOMINIUM
OF
MULBERRY DOWNS CONDOMINIUMS**

THIS DECLARATION is made and entered into by Bielinski Development, Inc. (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by constructing thereon three (3) residential multi-family buildings ("Building") containing a total of twelve (12) residential dwelling units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions and obligations with respect to the ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "Mulberry Downs Condominiums." The address of the Condominium is as set forth on attached Exhibit C.

This Declaration contemplates an "expandable" condominium which may include twenty-seven (27) additional buildings containing not more than an additional one hundred and eight (108) residential dwelling units.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Twelve (12) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the Unit on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

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

d. Each garage shown on Exhibit D shall be a part of the Unit to which it has immediate access as shown on Exhibit D.

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

3. The Expansion Real Estate described on Exhibit E shall have a non-exclusive easement of ingress and egress across the private road as shown on the site map and survey appended hereto as Exhibit B.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

The Buildings and other improvements are shown on the site map and survey appended hereto as Exhibit B.

The respective addresses of the Units are described on Exhibit C appended hereto.

The Units, their respective designations and locations within the Buildings and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium appended hereto as Exhibit D.

Each Unit shall be separately metered for utilities, including sewer and water. Private road maintenance, trash and snow management, general landscaping and maintenance shall be common expenses of the Condominium. Each Building shall have one metered faucet for use by the Association for watering of Common Elements.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit and the driveway immediately adjacent and appurtenant to the garage door to each Unit.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/12th undivided interest in the Common Elements.
2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, as expressed above or as the same may be amended pursuant to Article XIII hereof.
3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as Mulberry Downs Condominiums Owner's Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.
2. Membership and Voting. Each Unit owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the By-Laws.
3. Declarant Control. Prior to the conveyance by Declarant of twenty-five percent (25%) of the undivided interest in the Common Elements to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least thirty-three percent (33%) of the Board of Directors.
4. Association Management. Subject to Article XII, the Board of Directors may employ a professional property manager, management company or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.
5. Condominium Instruments. The Association shall make available to Unit owners and to holders, insurers or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. "Mortgage" as used in this Declaration includes a land contract for a Unit.
6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. If following any expansion, the Condominium contains more than 50 Units, such audit shall be at the Association's expense. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.
7. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and

conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails or bikepaths which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibilities. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors; (b) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (c) keep the patio, deck or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner if within this section.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of a Building of which it is a part and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association.

4. Decorations; Signs; Patios Decks and Porches. No Unit owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No owner of a Unit, except the Declarant, may erect, post or display posters, signs or advertising material on the Condominium Property, except that a Unit owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24." No awnings or enclosures shall be installed on patios, decks or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws. All interior window coverings are to be of a neutral color or lined in a neutral color.

5. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations to the exterior of any Building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches, bird feeders, bird baths, or similar matters. Any committee therefor shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board of Directors. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments

of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold; provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

5. Initial Working Capital Fund. Each purchaser of a Unit shall advance an amount equal to two (2) months installments of the regular annual Association assessment, or such greater amount as is designated by the Board of Directors with notice of record, to the Association at the time of conveyance for the common expenses of the Association. Each advance shall be credited to such purchaser and shall be returned to such purchaser upon subsequent conveyance of the Unit and payment of a like advance by the subsequent purchaser. Amounts paid pursuant hereto are not to be considered as advance payments of installments of the regular assessments. Declarant shall advance a like amount for the purposes herein for each Unit which is unsold at the end of sixty (60) days from the date of conveyance of the first Unit by Declarant to a purchaser. Such working capital fund shall be kept in a segregated account.

6. First Assessment. Regular assessments shall be levied and installments thereon shall commence being due and payable on the date of recordation hereof; provided that the monthly installment shall be prorated on a daily basis.

7. Fairview Estates Resident's Association, Inc.. The Property is subject to the Fairview Estates Subdivision Covenants and Restrictions recorded in the office of the Register of Deeds for Racine County on August 13, 1996, in Volume 2562, Page 245, as Document No. 1549454, and all amendments thereto. Each Unit shall be subject to an assessment by the Fairview Estates Resident's Association, Inc. in accordance with said covenants and restrictions. Said assessments shall be a common expense of the condominium.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof

and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.

3. Pets. No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Condominium, except as hereinafter set forth. The Association may issue a permit to the occupant of a Unit to keep two (2) cats, or two (2) small (25 pounds or less) dogs, or one (1) medium-size (55 pounds or less) dog, or one (1) cat and one (1) small or medium-size dog (no guard-type dogs shall be permitted) and other small household pets (such as fish, canaries, or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. The permit issued by the association shall allow the keeping of pets in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash at all times while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.

4. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles and vehicles licensed as trailers, campers, camping trucks, house trailers, snowmobiles or the like shall not be stored, parked or placed on the Common Elements. Motor vehicles owned or leased by an occupant of a Unit shall not be parked in the visitor parking areas. No vans or trucks may be stored, parked or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only

in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere.

6. Antennas and Temporary Structures. No antennas for television or acrials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit owners.

8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

11. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XI hereof, shall be increased or shall

otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same that particular Unit pursuant to the By-Laws.

12. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit owner is obligated to maintain and repair, and the Association shall cooperate with such Unit owner in such proceedings, provided that:

(i) Such Unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

(ii) Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer

compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

(a) The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units}} = \text{Percentage undivided interest in Partition Proceeds}$$

If the Damaged Premises are Common Elements, the Partition Proceeds shall be divided among all Unit owners in accordance with their respective interests in the Common Elements.

(b) If the consent required under subparagraph (a) above is not obtained within thirty (30) days from the date of the loss, then the Damaged Premises shall be reconstructed and repaired by the Association with the insurance proceeds and owners of Units in the Damaged Premises shall be assessed for the deficiency in accordance with the following formula:

$$\frac{\text{Unit square footage} \times 100}{\text{Total square footage of all Units in the Damaged Premises}} = \text{Percentage of undivided interest in the deficiency}$$

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by the owners of all Units in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, no such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, such reconstruction and repair have been approved by at least sixty-seven percent (67%) of the votes entitled to be cast in the Association. If such approval is not given within ninety (90) days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes (1995-96), as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "agreed amount," "inflation guard," "special condominium" and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition, any fixtures, equipment or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article X hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to

maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgagee clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars (\$1,000,000.00) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board of Directors may also obtain such other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) shall exclude any liability coverage on a Unit owner, its guests, invitees, employees or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XII

RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements to purchasers, declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article VI, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units on the Condominium, including any Units on the Expansion Real Estate described in Article XIII, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (regardless of whether all the non-model Units in a Building are sold), showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

- d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement of any Unit owned by Declarant.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

1. Right to Expand. Declarant expressly reserves unto itself, its successors and assigns, the right to expand the Condominium, without the consent or approval of any Unit owner, at any time and from time to time on or prior to the expiration of seven (7) years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit E appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, no more than an additional one hundred and eight (108) Units. Such Units shall be located within the general areas indicated therefor on Exhibit E hereto. All improvements made on the Expansion Real Estate must be of the same quality construction as the original Units constructed hereunder and must be substantially completed prior to the improvements becoming subject to this Declaration. Declarant shall be under no obligation to and makes no representation that it will expand or construct any part or all of the Condominium as such rights are reserved herein. The Units on the Expansion Real Estate and their owners and any Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration.

2. Effect of Expansion. Upon each such expansion:

a. The percentage of undivided interest in the Common Elements appertaining to each Unit shall be adjusted as follows:

(i) Each Unit's percentage of undivided interest in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

(ii) Each Unit shall be entitled to such Limited Common Elements as are specified in the documents required for expansion.

b. The common surpluses and expenses of the Condominium shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements, in accordance with Article V as adjusted in the manner set forth above.

c. Each owner of a Unit shall be a member of the Association and one vote shall appertain to each Unit.

3. Method of Expansion. The right of expansion reserved herein shall be exercised by the recording of an amendment to this Declaration and an amendment to each of the Exhibits appended hereto in the office of the Register of Deeds for Racine County, Wisconsin. None of the provisions contained in this Declaration shall be construed to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effect such expansion. Exhibit E hereto and the condominium plat show only the outline of the Expansion Real Estate. Each time that Declarant desires to subject any portion of the Expansion Real Estate to this Declaration, Declarant shall record amendments to the Exhibits hereto and to the condominium plat which shall show the location of the buildings, units, other improvements and common elements of that portion of the Expansion Real Estate being so subjected, in the same manner as if the above were to be shown on the original, recorded condominium plat.

4. Construction Easement. Declarant hereby reserves an easement across the Condominium for purpose of constructing such expansion Buildings. This easement shall expire at such time as Declarant's rights under this Article XIII shall expire.

ARTICLE XIV

RIGHTS OF MORTGAGEES

Section 1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;
- b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

Section 2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

Section 1. Procedure. Except for the Declarant's right to amend this Declaration to expand the Condominium in accordance with Article XIII hereof, this Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Racine County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

Section 2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws or Rules and Regulations which establish, provide for, govern or regulate any of the following:

- a. Voting rights;
- b. Assessments, assessment liens or the priority of assessment liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements;
- d. Insurance or fidelity bonds;
- e. Responsibility for maintenance and repair;

- f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- g. Redefinition of any unit boundaries;
- h. Reallocation of interests in the General or Limited Common Elements or rights to their use;
- i. Convertibility of Units into Common Elements or of Common Elements into Units;
- j. Leasing of Units;
- k. Imposition of any restriction on a Unit owner's right to sell or transfer his or her Units;
- l. A decision by the Association to establish self-management of the Condominium;
- m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- n. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

Section 3. Approval. A Unit owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above or in Article XIII, Section 2 hereof, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

Section 4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

REMEDIES FOR VIOLATION BY UNIT OWNER

If any Unit owner fails to comply with the Act, this Declaration or the By-Laws, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit owner.

ARTICLE XVII

SERVICE OF PROCESS

Service of process shall be made on Harry Bielinski, 1240 South Grand Avenue, Waukesha, Wisconsin 53186 as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

ARTICLE XVIII

RIGHT OF ENTRY

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations or repairs, upon prior request and at times convenient for the owner or occupant thereof; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

ARTICLE XIX

CONSTRUCTION AND EFFECT

1. 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.

2. 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.

3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly

assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.

4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

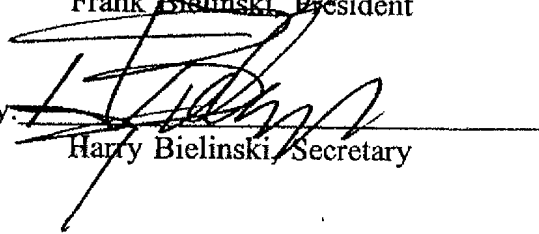
5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own one hundred-twenty (120) interests, less any interests for Units already conveyed at the time of such determination.

6. Acceptance of Deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occurrence of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed at Waukesha, Wisconsin, this 18th day of AUGUST, 1998.

BIELINSKI DEVELOPMENT, INC.

By: 
Frank Bielinski, President

By: 
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 18th day of AUGUST, 1998, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Gloria J. Rongstad
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

This instrument was drafted by:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187

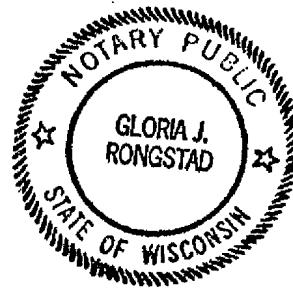


EXHIBIT A

Legal Description - Phase One

Being a part of Outlot 6 of Fairview Estates Valley, located in the Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin.

Commencing at the Southeast corner of said 1/4 Section; thence N.00°-09'-57"E., along the East line of said 1/4 Section, 780.52 feet; thence N.89°-50'-05"W., 163.46 feet to a point of curvature; thence Westerly along an arc of a curve, whose radius lies to the South, whose radius is 1000.00 feet; whose chord bears S.86°-47'-06.5"W., 117.94 feet; a distance of 118.01 feet to a point of reverse curvature; thence continue Westerly along an arc of a curve, whose center lies to the North; whose radius is 1000.00 feet; whose chord bears S.85°-44'-19.5"W., 81.46 feet, a distance of 81.48 feet; to a point of tangency; thence S.88°-04'-23"W., 894.34 feet; thence N.01°-55'-37"W., 33.00 feet to a point on the Northerly right-of-way line of Hickory Hollow Road, and the point of beginning; thence S.88°-04'-23"W., 83.00 feet to a point of curvature; thence Northwesterly along an arc of a curve, whose center lies to the North, whose radius is 467.00 feet, whose chord bears N.64°-09'-11.5"W., 433.28 feet, a distance of 451.70 feet to a point of tangency; thence N.56°-15'-26"E., 218.67 feet to a point; thence S.63°-32'-48"E., 233.02 feet to a point; thence N.61°-30'-29"E., 85.00 feet to a point on the Westerly right-of-way line of Fairview Circle; thence southerly along an arc of a curve, whose center lies to the west, whose radius is 167.00 feet; whose chord bears S.15°-12'-34"E., 76.74 feet, a distance of 77.43 feet to a point of tangency; thence S.03°-47'-27"W., 170.64 feet to the point of beginning. Said lands containing 98,365 square feet (2.26 acres, more or less).



Page 2 of 7

EXHIBIT C

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building No.</u>
501	501 Torch Pine Court	1 (lower)
503	503 Torch Pine Court	1 (upper)
505	505 Torch Pine Court	1 (upper)
507	507 Torch Pine Court	1 (lower)
509	509 Torch Pine Court	2 (lower)
511	511 Torch Pine Court	2 (upper)
513	513 Torch Pine Court	2 (upper)
515	515 Torch Pine Court	2 (lower)
510	510 Torch Pine Court	3
512	512 Torch Pine Court	3
514	514 Torch Pine Court	3
516	516 Torch Pine Court	3

BUILDING 1

UNIT 501/191-04-19-27-007-010
UNIT 503/191-04-19-27-007-020
UNIT 505/191-04-19-27-007-030
UNIT 507/191-04-19-27-007-040

BUILDING 2

UNIT 509/191-04-19-27-007-050
UNIT 511/191-04-19-27-007-060
UNIT 513/191-04-19-27-007-070
UNIT 515/191-04-19-27-007-080

BUILDING 3

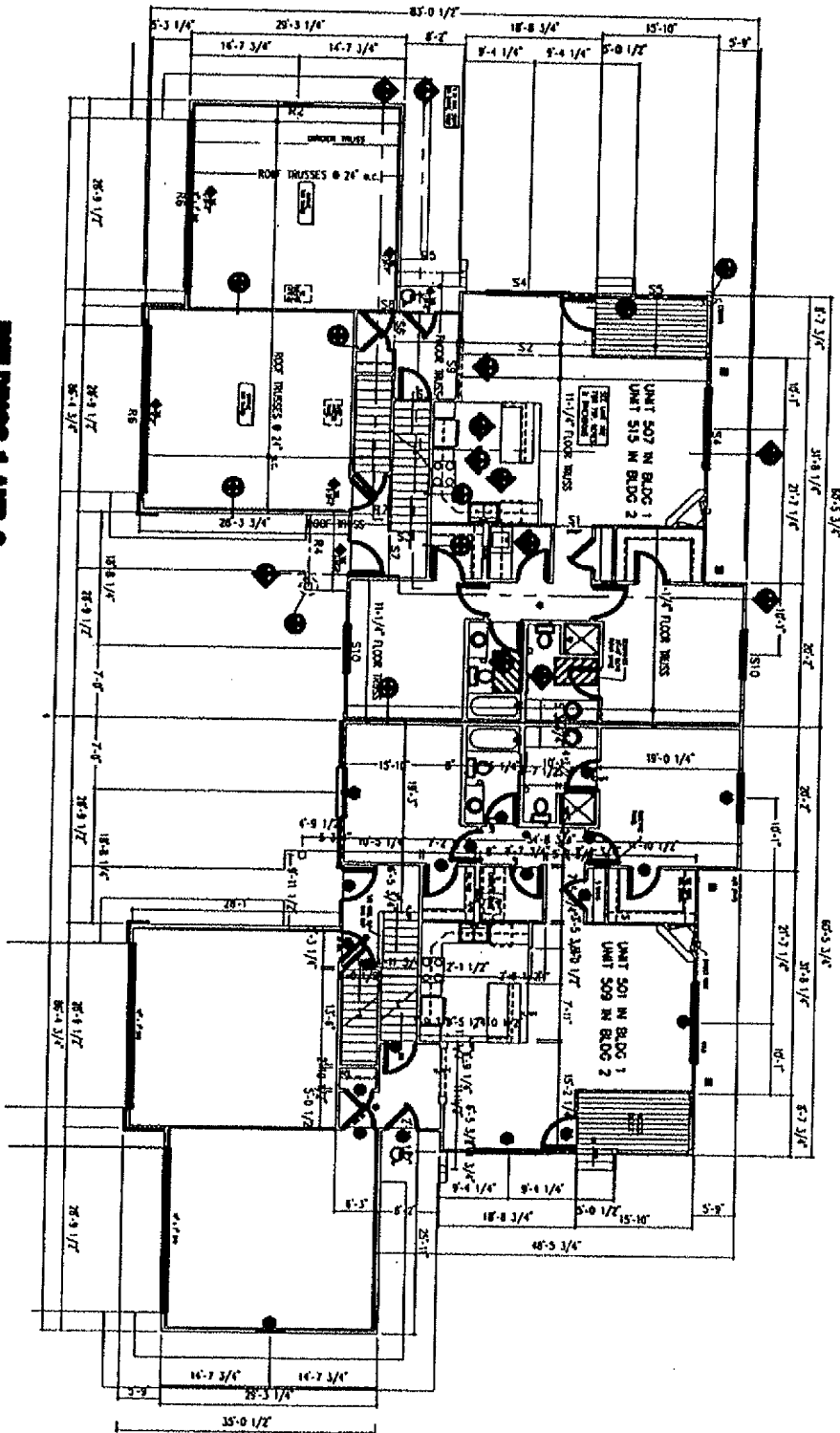
UNIT 510/191-04-19-27-007-090
UNIT 512/191-04-19-27-007-100
UNIT 514/191-04-19-27-007-110
UNIT 516/191-04-19-27-007-120

FROM PCL#

191-04-19-27-006-006

CONDOMINIUM FLAT OF **MILBERRY DOWNS CONDOMINIUMS**

BEING ALL OF QUARTER 8, OF PARKWAY ESTATES VALLEY,
 LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
 SECTION 27, T44N, R18E, VALLEY OF WINDHOLM, MADISON COUNTY, MISSOURI.



BUILDINGS 1 AND 2

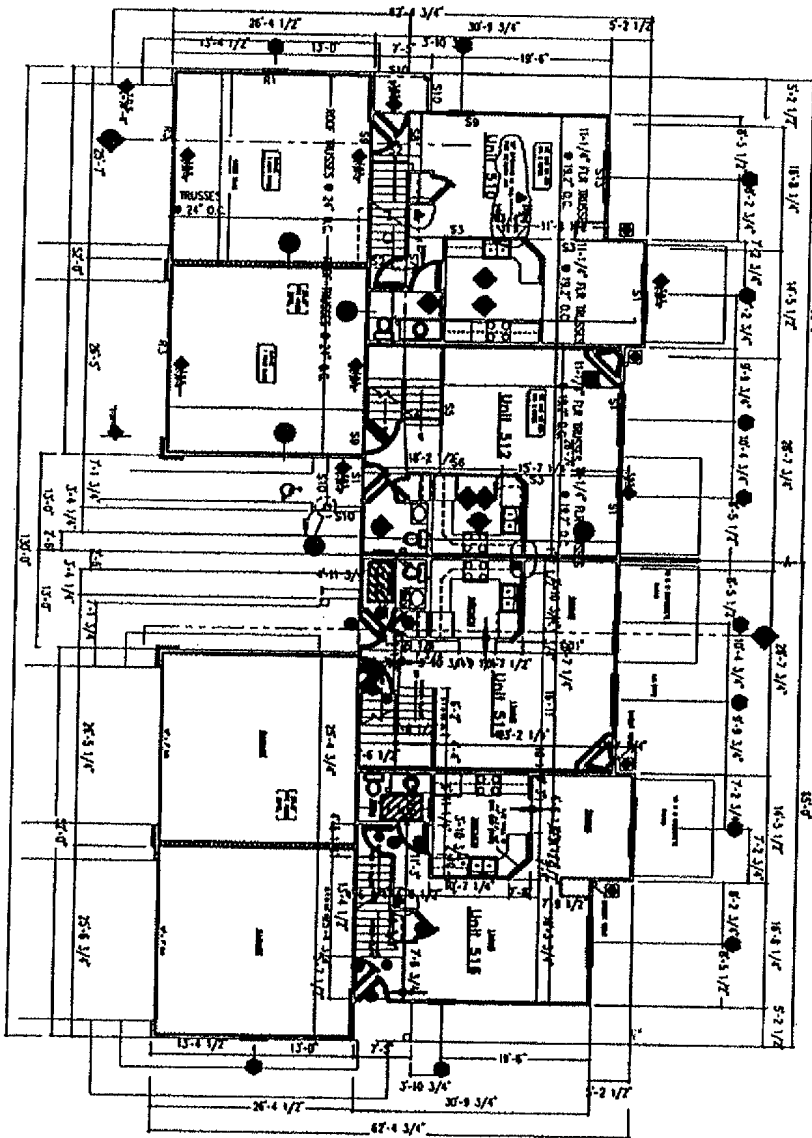
See Plan

SHEET 5 OF 7

MILBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 6 OF PARKER STREET VALLEY
 LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
 SECTION 27, T44N, R15E, W44E, WILSON, WISCONSIN.

CONDOMINIUM PLAN OF

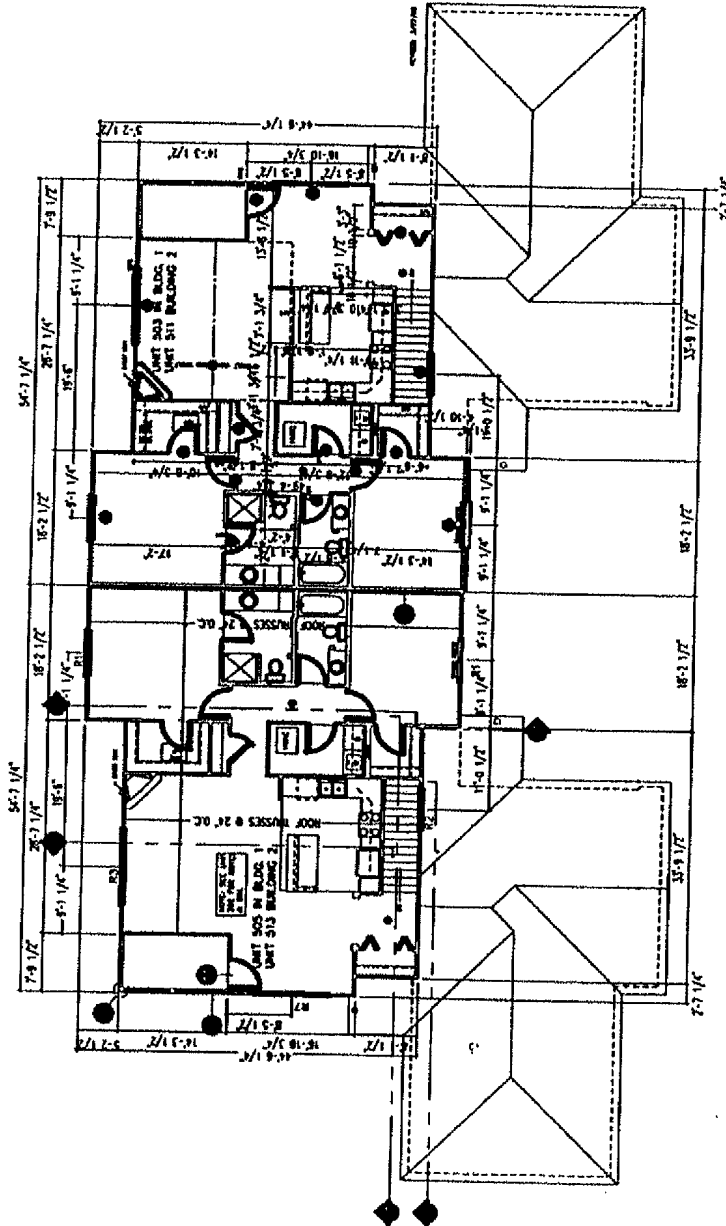


BUILDING 3

First Floor Plan

MULBERRY DOWNS CONDOMINIUMS

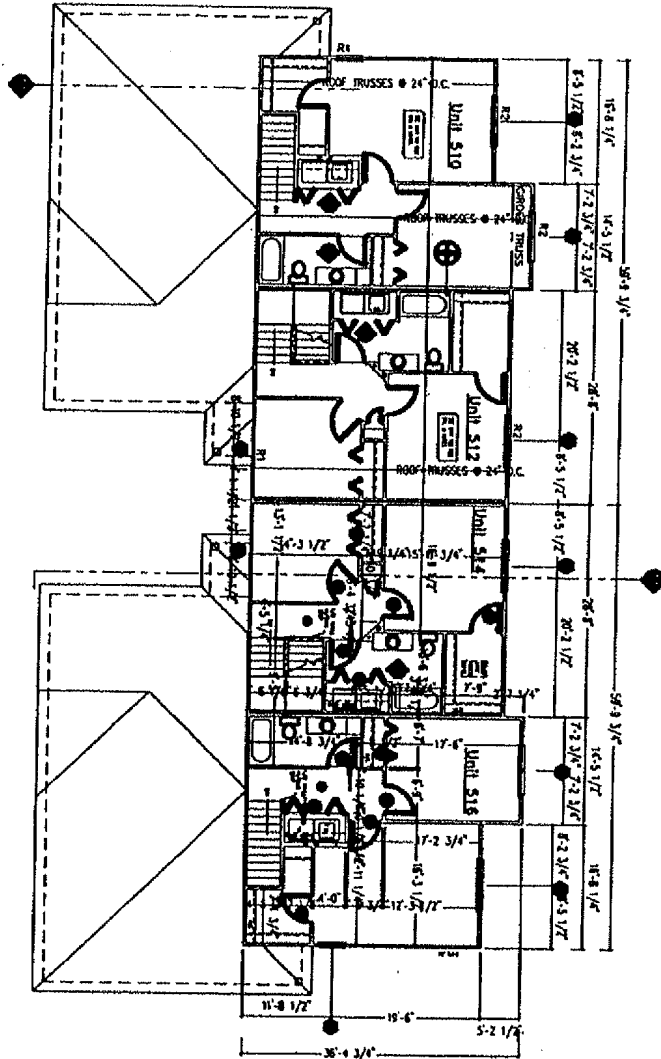
BEING ALL OF OUTLOT 9 OF PARKER STUDIOS VALLEY,
 LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE
 SECTION 27, T.4N., R.19E., RANGE OF WATKINS, ROCK COUNTY, WISCONSIN.



Ground Floor Plan

BUILDINGS 1 AND 2

CONDOMINIUM FLOOR PLAN OF
MULBERRY DOWNS CONDOMINIUMS
 BEING ALL OF OUTLOT 8 OF FRANKLIN ESTATES W/2, 1/4
 LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
 SECTION 27, T4N, R18E, W/2 OF WINDFORD, WISCONSIN.



Original
BUILDING 8

EXHIBIT E

Legal Description for Expansion Real Estate

Being all of Outlot 6 of Fairview Estates Valley, located in the Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, EXCEPT FOR THE FOLLOWING DESCRIBED PORTION OF OUTLOT 6 KNOWN AS PHASE 1:

Commencing at the Southeast corner of said 1/4 Section; thence N.00°-09'-57"E., along the East line of said 1/4 Section, 780.52 feet; thence N.89°-50'-05"W., 163.46 feet to a point of curvature; thence Westerly along an arc of a curve, whose radius lies to the South, whose radius is 1000.00 feet; whose chord bears S.86°-47'-06.5"W., 117.94 feet; a distance of 118.01 feet to a point of reverse curvature; thence continue Westerly along an arc of a curve, whose center lies to the North; whose radius is 1000.00 feet; whose chord bears S.85°-44'-19.5"W., 81.46 feet, a distance of 81.48 feet; to a point of tangency; thence S.88°-04'-23"W., 894.34 feet; thence N.01°-55'-37"W., 33.00 feet to a point on the Northerly right-of-way line of Hickory Hollow Road, and the point of beginning; thence S.88°-04'-23"W., 83.00 feet to a point of curvature; thence Northwesterly along an arc of a curve, whose center lies to the North, whose radius is 467.00 feet, whose chord bears N.64°-09'-11.5"W., 433.28 feet, a distance of 451.70 feet to a point of tangency; thence N.56°-15'-26"E., 218.67 feet to a point; thence S.63°-32'-48"E., 233.02 feet to a point; thence N.61°-30'-29"E., 85.00 feet to a point on the Westerly right-of-way line of Fairview Circle; thence southerly along an arc of a curve, whose center lies to the west, whose radius is 167.00 feet; whose chord bears S.15°-12'-34"E., 76.74 feet, a distance of 77.43 feet to a point of tangency; thence S.03°-47'-27"W., 170.64 feet to the point of beginning. Said lands containing 98,365 square feet (2.26 acres, more or less).

DOCUMENT #

1691204

Document Number

**FIRST AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUMS**

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM**

OF

MULBERRY DOWNS CONDOMINIUMS

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

99 JUL -1 PM 3:38

MARK A. LAOD
REGISTER OF DEEDS

24- This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No.

Part of 191-04-19-27-006-006

VOL
PAGE
2934 525-532

THIS FIRST AMENDMENT to Declaration of Condominium of Mulberry Downs Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Mulberry Downs Condominiums dated August 18, 1998, and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 31, 1998, as Document No. 1643393 in Volume 2805, Pages 913 through 942, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and eight (108) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase II Property") and to construct thereon two (2) buildings consisting of eight (8) units.

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

NOW, THEREFORE, Declarant, the fee owner of the Phase II Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase II Property described in Exhibit 1-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any

other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "twelve (12)" therefrom and replacing it with the number "twenty (20)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/20th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase II set forth on Exhibit 1-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 1-B-1, 1-B-2, and 1-B-3 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>
602	602 Park Drive	5 (lower)
604	604 Park Drive	5 (upper)
606	606 Park Drive	5 (upper)
608	608 Park Drive	5 (lower)
609	609 Park Drive	10 (lower)
611	611 Park Drive	10 (upper)
613	613 Park Drive	10 (upper)
615	615 Park Drive	10 (lower)

6. Exhibit E to the Declaration is amended by deleting Exhibit E and Exhibit 1-E attached hereto is substituted therefor.

7. By constructing the new buildings and submitting the Phase II Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 22nd day of June, 1999.

BIELINSKI DEVELOPMENT, INC.

By: [Signature]
Frank Bielinski, President

By: [Signature]
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 22nd day of June, 1999, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, Waukesha Co., WI
My Commission 11-19-2000

THIS INSTRUMENT DRAFTED BY AND
SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558



FAUSERS\SRK\clients\Bielinski\Mulberry Downs\re-first amendment.wpd

EXHIBIT 1-A

Being a part of Outlot 6 of Fairview Estates Valley, located in the Northwest $\frac{1}{4}$, Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin.

Commencing at the Southeast corner of said $\frac{1}{4}$ Section; thence N.00°09'57" E., along the East line of said $\frac{1}{4}$ Section, 780.52 feet; thence N.89°50'05" W., 163.46 feet to a point of curvature; thence Westerly along an arc of a curve, whose radius lies to the South, whose radius is 1000.00 feet; whose chord bears S.86°47'06.5" W., 117.94 feet; a distance of 118.01 feet to a point of reverse curvature; thence continue Westerly along an arc of a curve, whose center lies to the North; whose radius is 1000.00 feet; whose chord bears S.85°44'19.5" W., 81.46 feet, a distance of 81.48 feet; to a point of tangency; thence S.88° 04'23" W., 894.34 feet; thence N.01°55'37" W., 33.00 feet to a point on the Northerly right-of-way line of Hickory Hollow Road; thence S.88°04'23" W., 83.00 feet to a point of curvature; thence Northwesterly along an arc of a curve, whose center lies to the North, whose radius is 467.00 feet, whose chord bears N.64°09'11.5" W., 433.28 feet, a distance of 451.70 feet to a point of tangency; thence N.56°15'26"E., 218.67 feet to the point of beginning of the hereinafter described lands; thence N.49°47'41"W., 133.74 feet to a point; thence S.62°07'04"W., 172.90 feet to a point; thence N.27°52'56"W., 132.48 feet to a point; thence N.62°07'04"E., 128.61 feet to a point; thence S.72°45'54"E., 79.82 feet to a point; thence N.58°58'20"E., 136.06 feet to a point; thence S.65°50'44"E., 86.84 feet to a point; thence S.19°33'49"W., 205.53 feet to the point of beginning. Said lands containing 47,713 square feet (1.10 acres).

EXHIBIT 1-B-1

CONDOMINIUM PLAN OF
FIRST ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 8 OF TOWN OF ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SUBJECT BY
WILSON, RAMON AND ASSOC., INC.
250 ALBERT STREET, SUITE 100
WATERFORD, WISCONSIN 53186
(414) 544-1855

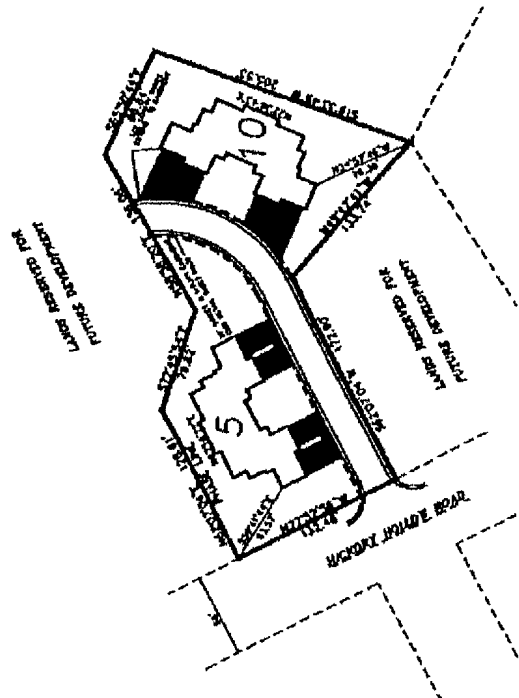
LEGEND
S - DRIVE
R - DRIVE
P - DRIVE
U - DRIVE
C - DRIVE
D - DRIVE
E - DRIVE
W - DRIVE
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S - DRIVE
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E - DRIVE
W - DRIVE
N - DRIVE



SCALE: 1" = 80'



THE UNITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK,
PATIO OR PORCHES, E ARE IMMEDIATELY ADJACENT AND APPURTENANT
TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND
THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE
DOOR TO EACH UNIT.



WILSON, RAMON AND ASSOC., INC.

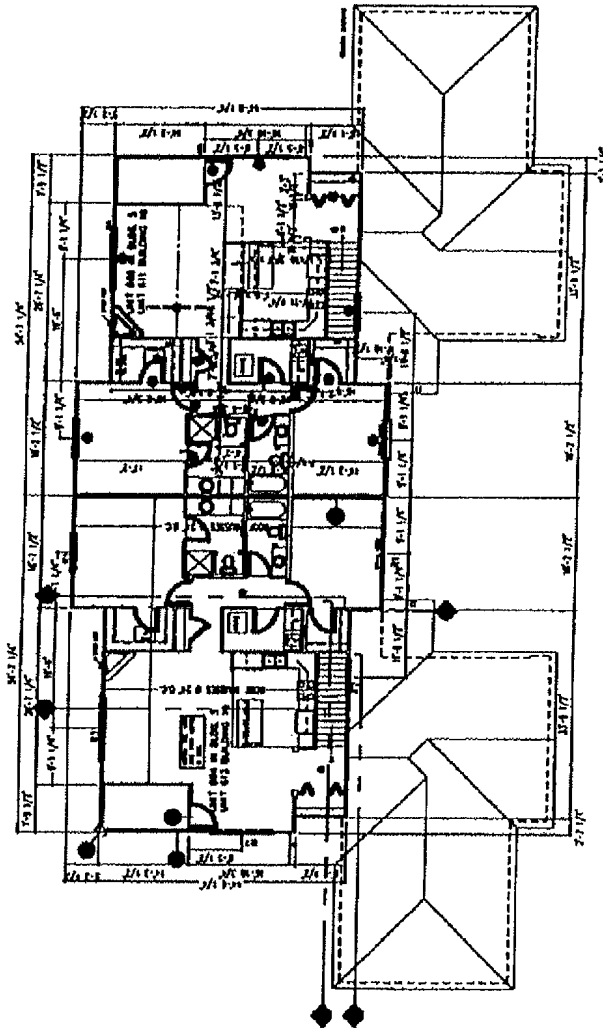
THIS INSTRUMENT DRAFTED BY KEITH A. HENNING

SHEET 2 OF 2

EXHIBIT 1-B-2

CONDOMINIUM PLAN OF
FIRST ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 8 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VALLEY OF WATERFORD, RACINE COUNTY, WISCONSIN.

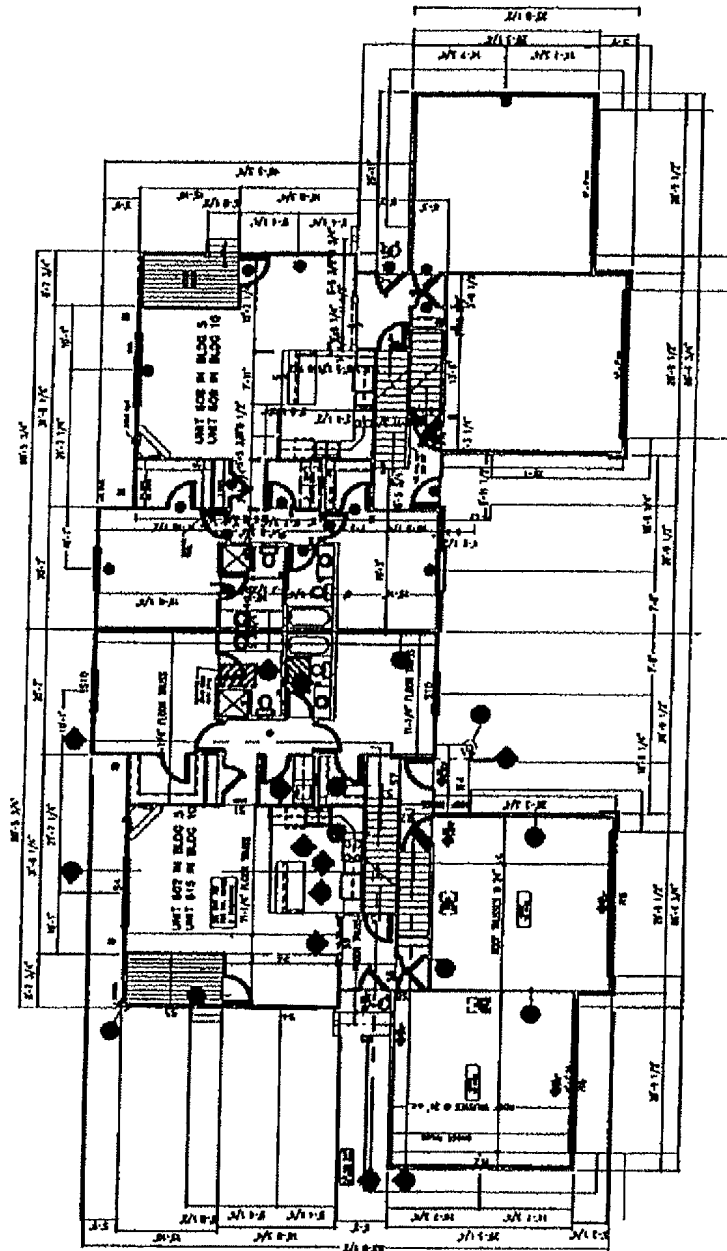


Scale: 1/8" = 1'-0"
MULBERRY DOWNS AND 1B

EXHIBIT 1-B-3

CONDOMINIUM PLAN OF
FIRST ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 6, OF EMBURY CREEK SUBDIVISION,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE NE 1/4
SECTION 27, T.4N., R.19E., RANGE OF WATERFORD, WISCONSIN.



SEE LEGEND & JUNE 10

Red Star Plan

SHEET 3 OF 3

VOL PAGE
2934 532

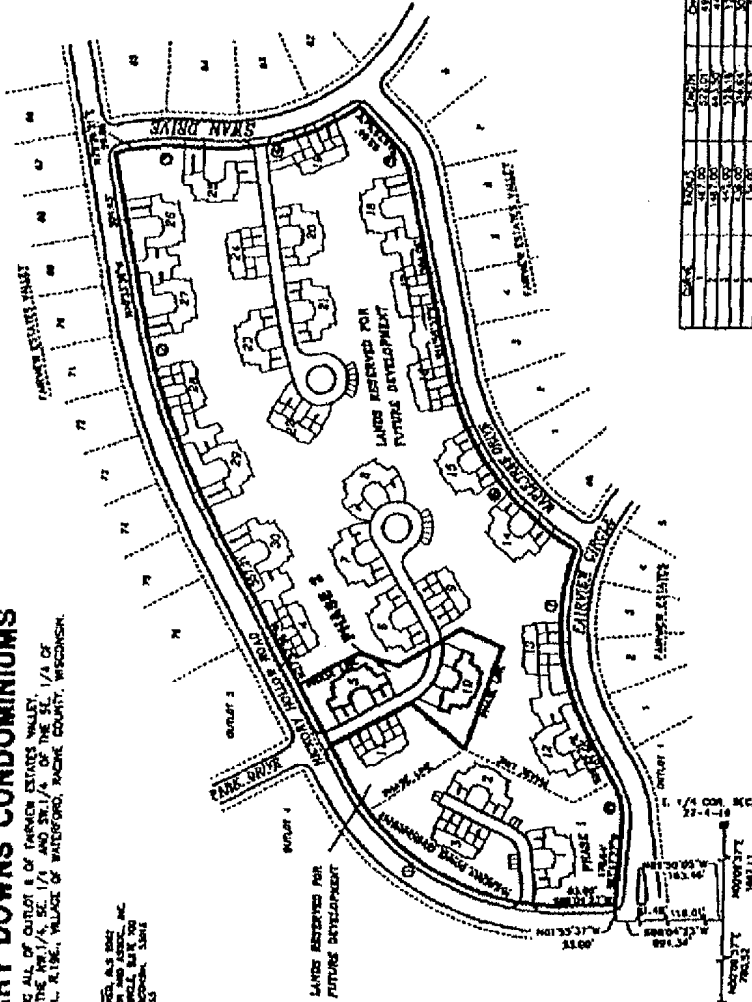
**CONDOMINIUM PLAN OF
FIRST ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF QUARTER 1 OF TOWN OF ESTATES VALLEY,
LOCATED IN THE NW 1/4, SEC. 17, T.14N. R.11E, S.10E, 1/4 OF
SECTION 27, T.14N. R.11E, S.10E, WATKINS COUNTY, IOWA.

SUBJECT BY
JAMES A. HARRIS, JR.
JAMES A. HARRIS, JR. & ASSOCIATES, INC.
200 ALBERT STREET, SUITE 200
JANESVILLE, WISCONSIN 53401
(608) 785-8800



ASR - 1:3700



1 OF 1 SHEET

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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CONDOMINIUM PLAN OF FIRST ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

40

1740911

Document Number

**SECOND AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUMS**

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM**

OF

MULBERRY DOWNS CONDOMINIUMS

THIS SECOND AMENDMENT to Declaration of Condominium of Mulberry Downs Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Mulberry Downs Condominiums dated August 18, 1998, and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 31, 1998, as Document No. 1643393 in Volume 2805, Pages 913 through 942, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and eight (108) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase III Property") and to construct thereon one (1) building consisting of four (4) units.

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

NOW, THEREFORE, Declarant, the fee owner of the Phase III Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase III Property described in Exhibit 2-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 SEP -1 PM 4:32

MARK A. LADD
REGISTER OF DEEDS

This space reserved for recording data

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No. Part of 191-04-19-27-006-006

5066
815

other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, and all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "twenty (20)" therefrom and replacing it with the number "twenty-four (24)."
2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/24th undivided interest in the Common Elements."
3. Exhibit A of the Declaration is amended by adding the legal description for Phase III set forth on Exhibit 1-A attached hereto.
4. Exhibit B of the Declaration is amended to include Exhibits 2-B-1, 2-B-2, and 2-B-3 attached hereto.
5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>
601	601 Park Drive	11
603	603 Park Drive	11
605	605 Park Drive	11
607	607 Park Drive	11

6. Exhibit E to the Declaration and Exhibit 1-E to the previous Amendment to the Declaration are amended by deleting said Exhibits and Exhibit 2-E attached hereto is substituted therefor.

7. By constructing the new buildings and submitting the Phase III Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

8. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 21st day of December, 1999.

BIELINSKI DEVELOPMENT, INC.

By: [Signature]
Frank Bielinski, President

By: [Signature]
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 21st day of December, 1999, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Gloria J. Rongstad
Notary Public, Waukesha Co., WI
My Commission expires November 19, 2000.

THIS INSTRUMENT DRAFTED BY AND
SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P.O. Box 558
Waukesha, WI 53187-0558



EXHIBIT 2-A

Legal Description of Phase III

Being all that part of Outlot 6 of Fairview Estates Valley, located in the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, T4N, R19E, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Outlot 6; thence S.88°-04'-23"W., along the southerly line of said Outlot 6, 83.00 feet to a point; thence 451.70 feet continuing along said southerly line and the arc of a curve to the right with a radius of 467.00 feet whose chord bears N.64°-09'-11.5"W., 433.28 feet to the point of beginning of the hereinafter described land; thence 70.31 feet continuing along said southerly line and the arc of a curve to the right with a radius of 467.00 feet whose chord bears N.32°-11'-44"W., 70.25 feet to a point; thence N.27°-52'-56"W., 76.36 feet to a point; thence N.62°-07'-04"E., 172.90 feet to a point; thence S.49°-47'-41"E., 133.74 feet to a point; thence S.56°-15'-26"W., 218.67 feet to the point of beginning. Said lands contain 26.973 square feet, 0.62 acres.

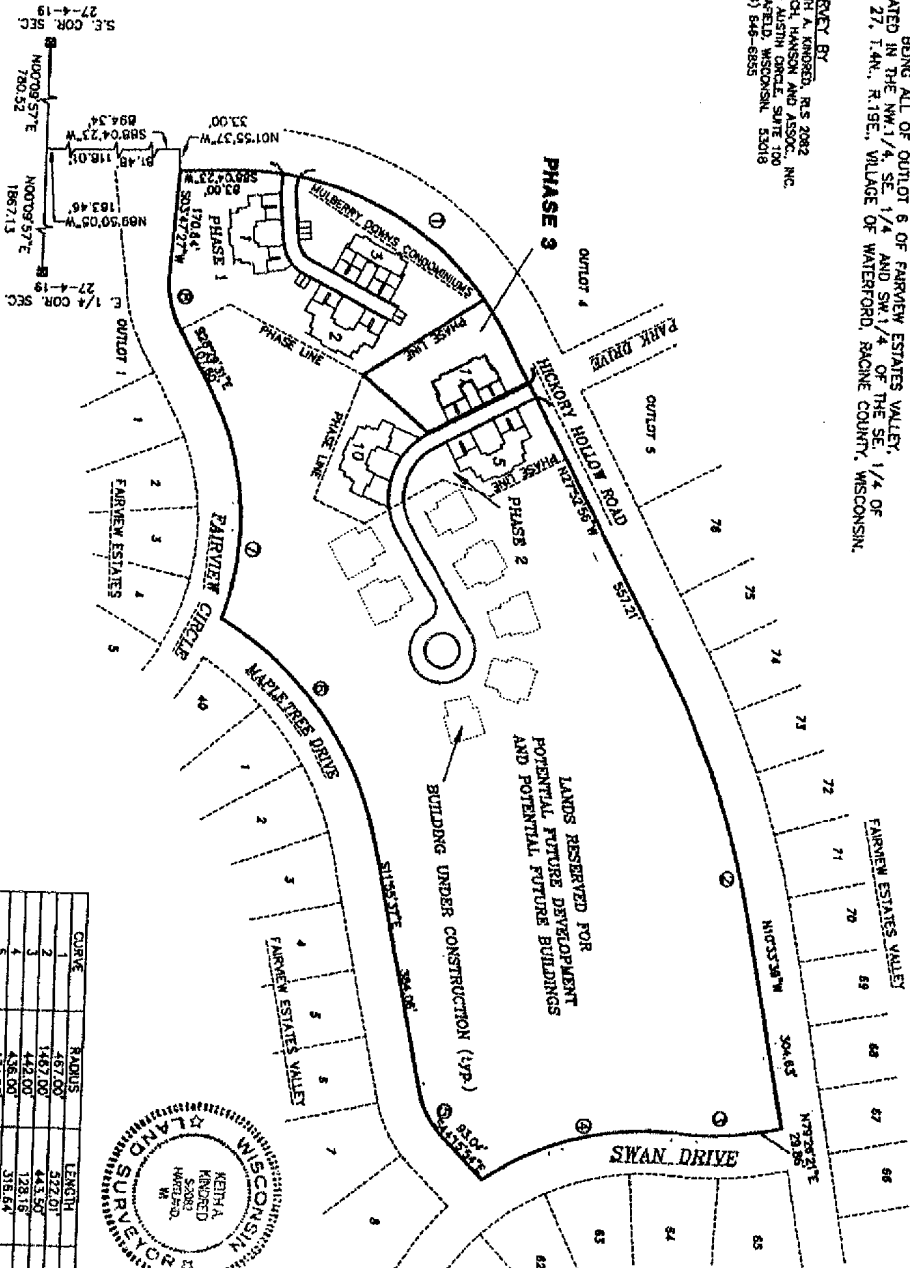
PART OF
191-04-19-27-006-006
NEW NOS.
UNIT 601 BLDG 11
191-04-19-27-007-210
UNIT 603 BLDG 11
191-04-19-27-007-220
UNIT 605 BLDG 11
191-04-19-27-007-230
UNIT 607 BLDG 11
191-04-19-27-007-240

EXHIBIT 2-B-1

CONDOMINIUM PLAT OF
**SECOND ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**

BEGING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, BAUME COUNTY, WISCONSIN.

SURVEY BY
KEITH A. KNOERD, R.S. 2082
WELCH, HANSON AND ASSOC., INC.
255 ALSTIN CIRCLE, SUITE 100
WATERFORD, WISCONSIN, 53018
(414) 848-6835



THIS INSTRUMENT DRAFTED BY KEITH A. KNOERD

CURVE	RADIUS	LENGTH	CHORD	BEARING	SECTA
1	467.00'	522.01'	495.26'	N69°54'18.3" W	67°02'41"
2	1467.00'	443.50'	441.81'	N69°54'18.3" W	17°18'17"
3	442.00'	128.16'	127.71'	N69°54'18.3" W	18°58'47"
4	436.00'	318.64'	309.73'	N69°54'18.3" W	41°58'59"
5	134.00'	75.63'	74.63'	S78°03'48.2" E	36°20'17"
6	533.00'	440.13'	422.73'	S55°14'58.8" E	47°18'43"
7	453.00'	360.60'	350.27'	S04°18'03.5" E	17°42'58"
8	167.00'	167.43'	78.74'	S51°24'4" E	20°33'54"

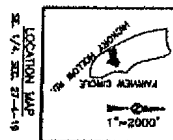
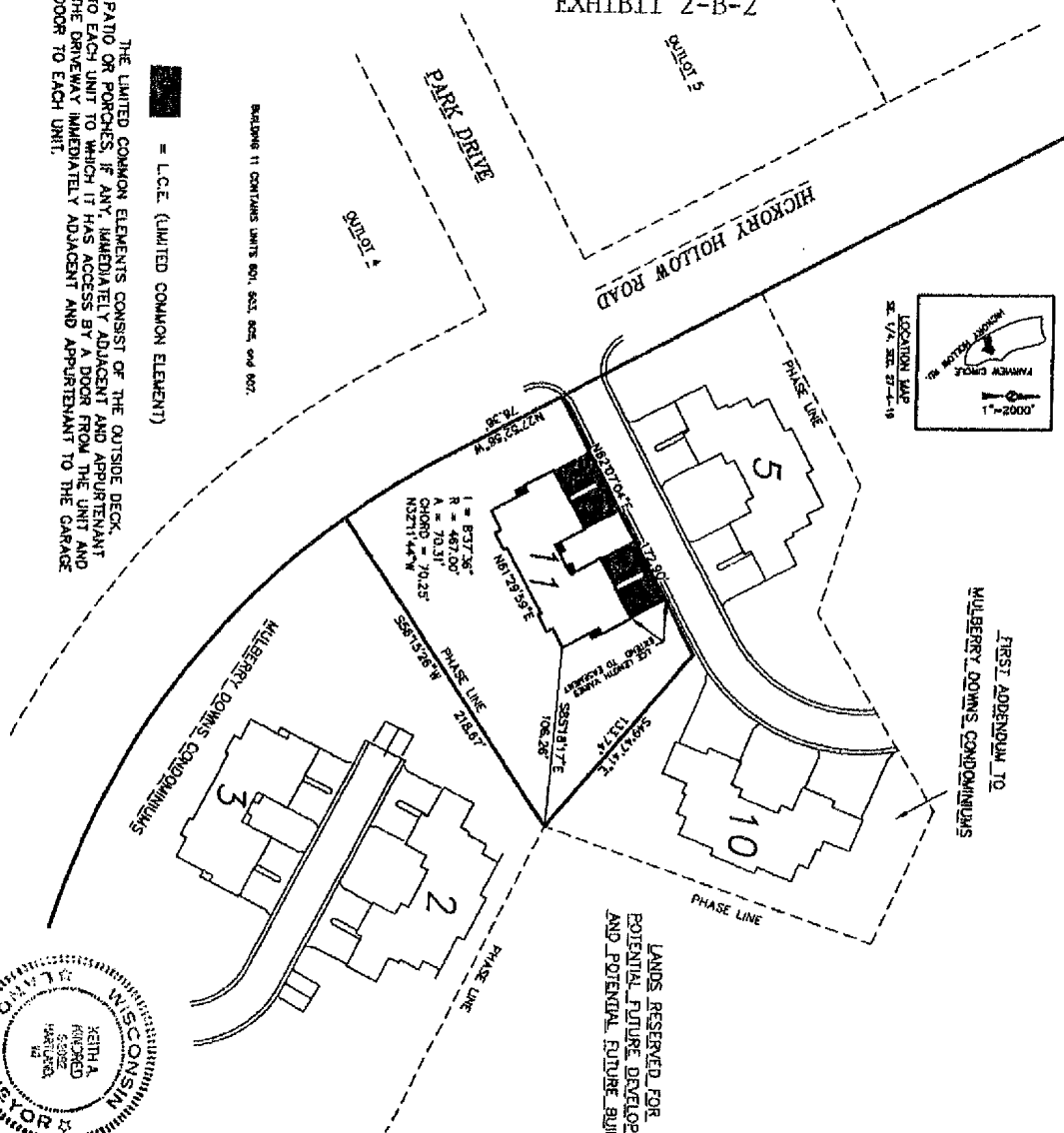
VUL
3066
820

EXHIBIT 2-B-2

THE LIMITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

= L.C.E. (LIMITED COMMON ELEMENT)

BUILDING 11 CONTAINS UNITS 801, 802, 803, and 802.



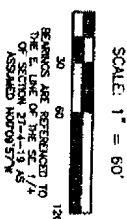
FIRST ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

LANDS RESERVED FOR
POTENTIAL FUTURE DEVELOPMENT
AND POTENTIAL FUTURE BUILDINGS

CONDOMINIUM PLAT OF SECOND ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 5 OF FARMER ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4, AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N, R.19E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SURVEY BY
KEITH A. KIRKED, RLS 2002
WELCH, HANSON AND ASSOC., INC.
355 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WISCONSIN 53018
(414) 946-6855



BEING ALL OF OUTLOT 5 OF FARMER ESTATES VALLEY, located in the NW 1/4, SE 1/4, and SE 1/4 of the SE 1/4 of Section 27, T.4N, R.19E, Village of Waterford, Racine County, Wisconsin.

Legal Description for Phase III
Being all that part of Outlot 5 of Farmer Estates Valley, located in the NW 1/4, SE 1/4, and SE 1/4 of the SE 1/4 of Section 27, T.4N, R.19E, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Commencing at the SE corner of said Outlot 5, thence S.88°-04'-23\"/>

Legal Description: Exemption Red Estate

All of said Outlot 5 excepting therefrom Phase I, Phase II, and Phase III.

SURVEYOR'S CERTIFICATE

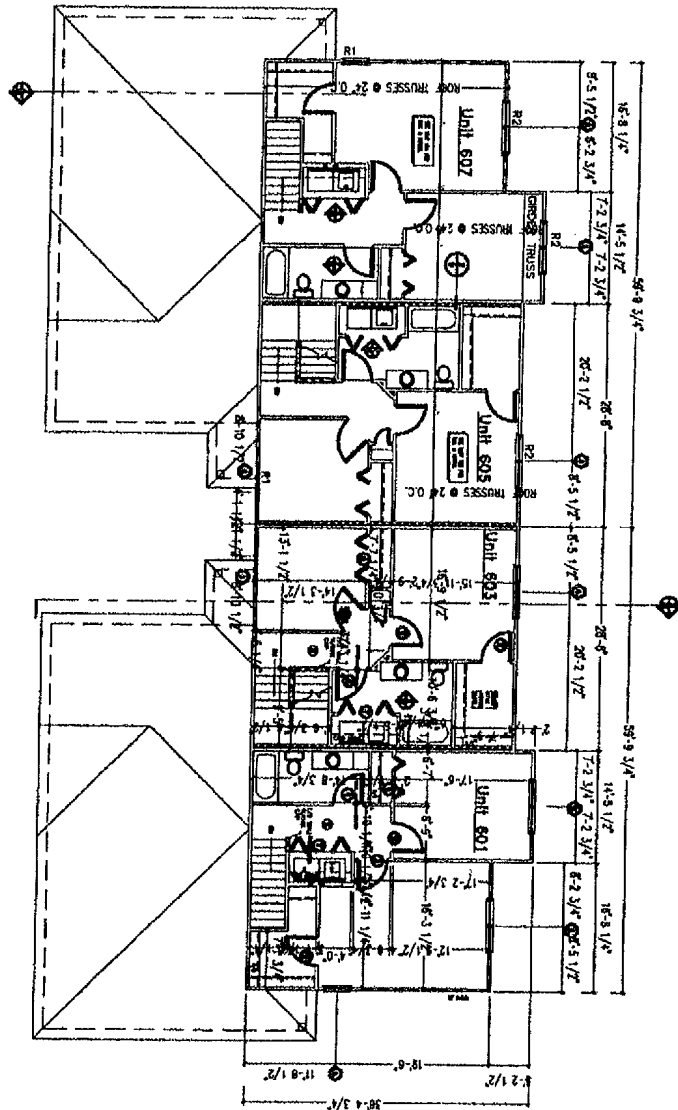
I, Keith A. Kirked, do hereby certify that the Condominium Plat of the Second Addendum to Mulberry Downs Condominiums, including the First Addendum, is a correct representation of the elements as determined from the plat. I further certify that I have examined the plat and the documents on file and that the above map is a true representation thereof and shows the site and location of the property, its exterior boundaries, and the location of all visible improvements.

Date this 18th day of August 2002
Keith A. Kirked, RLS 2002

THIS INSTRUMENT DRAFTED BY KEITH A. KIRKED

CONDOMINIUM PLAT OF SECOND ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T44N, R19E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.



BUILDING 11

First Floor Plan
1/8" = 1'-0"

EXHIBIT 2-E

Legal Description for Expansion Real Estate

All of said Outlot 6 excepting therefrom Phase I, Phase II, and Phase III.

1749879

Document Number

**THIRD AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUMS**

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM**

OF

MULBERRY DOWNS CONDOMINIUMS

THIS THIRD AMENDMENT to Declaration of Condominium of Mulberry Downs Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Mulberry Downs Condominiums dated August 18, 1998, and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 31, 1998, as Document No. 1643393 in Volume 2805, Pages 913 through 942, hereinafter referred to as the "Declaration."

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and eight (108) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase IV Property") and to construct thereon seven (7) buildings consisting of fourteen (14) units.

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

NOW, THEREFORE, Declarant, the fee owner of the Phase IV Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase IV Property described in Exhibit 3-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 NOV 21 AM 9:23

MARK A. LADD
REGISTER OF DEEDS

VOL PAGE
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RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No. Part of 191-04-19-27-006-006

Document Number

**THIRD AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUMS**

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF**

MULBERRY DOWNS CONDOMINIUMS

This space reserved for recording data

THIS THIRD AMENDMENT to Declaration of Condominium of Mulberry Downs Condominiums is made by Bielinski Development, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Mulberry Downs Condominiums dated August 18, 1998, and recorded in the Office of the Register of Deeds for Racine County, Wisconsin on August 31, 1998, as Document No. 1643393 in Volume 2805, Pages 913 through 942, hereinafter referred to as the "Declaration."

RETURN TO

Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
P.O. Box 558
Waukesha, WI 53187

Tax Parcel No. Part of 191-04-19-27-006-006

WITNESSETH:

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional one hundred and eight (108) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter "The Phase IV Property") and to construct thereon seven (7) buildings consisting of fourteen (14) units.

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

NOW, THEREFORE, Declarant, the fee owner of the Phase IV Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase IV Property described in Exhibit 3-A attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any

other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration as amended by the Second Amendment to Declaration is hereby amended by striking the number "twenty-four (24)" therefrom and replacing it with the number "thirty-eight (38)."

2. Article V of the Declaration as amended by the Second Amendment to Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/38th undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal description for Phase IV set forth on Exhibit 3-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 3-B-1 and 3-B-2 attached hereto.

5. Exhibit C of the Declaration is hereby amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
4-1	610 Park Drive	4	Heather Ranch
4-2	612 Park Drive	4	Heather Ranch
6-1	614 Park Drive	6	Primrose Ranch
6-2	616 Park Drive	6	Primrose Ranch
7-1	618 Park Drive	7	Carnation Ranch
7-2	620 Park Drive	7	Carnation Ranch
8-1	622 Park Drive	8	Primrose Ranch
8-2	624 Park Drive	8	Primrose Ranch
9-1	626 Park Drive	9	Heather Ranch
9-2	628 Park Drive	9	Heather Ranch
12-1	623 Park Drive	12	Carnation Ranch
12-2	621 Park Drive	12	Carnation Ranch
13-1	619 Park Drive	13	Primrose Ranch
13-2	617 Park Drive	13	Primrose Ranch

6. Exhibit D of the Declaration is hereby amended to include Exhibits 3-D-1, 3-D-2, and 3-D-3 attached hereto.

7. Exhibit E to the Declaration as amended by the Second Amendment to Declaration is hereby amended by deleting said Exhibits and Exhibit 3-E attached hereto is substituted therefor.

8. By constructing the new buildings and submitting the Phase IV Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings as though all had been fully set forth therein at the time of recording the Declaration.

Executed at Waukesha, Wisconsin this 18th day of October, 2000.

BIELINSKI DEVELOPMENT, INC.

By: [Signature]
Frank Bielinski, President

By: [Signature]
Harry Bielinski, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 18th day of October, 2000, the above-named Frank Bielinski, President of Bielinski Development, Inc. and Harry Bielinski, Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Gloria J. Rongstad
Notary Public, Waukesha Co., WI
My Commission expires November 19, 2000.

THIS INSTRUMENT DRAFTED BY AND SHOULD BE RETURNED TO:

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
1601 E. Racine Avenue, Suite 200
P O. Box 558
Waukesha, WI 53187-0558

\\SERS\SRK\Clients\Bielinski 950\Mulberry Downs 950.0445\Disclosure Materials\re-third amendment.wpd

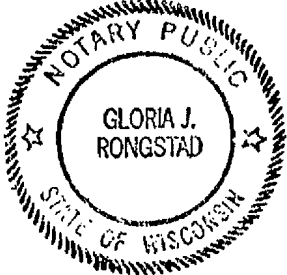


EXHIBIT 3-A

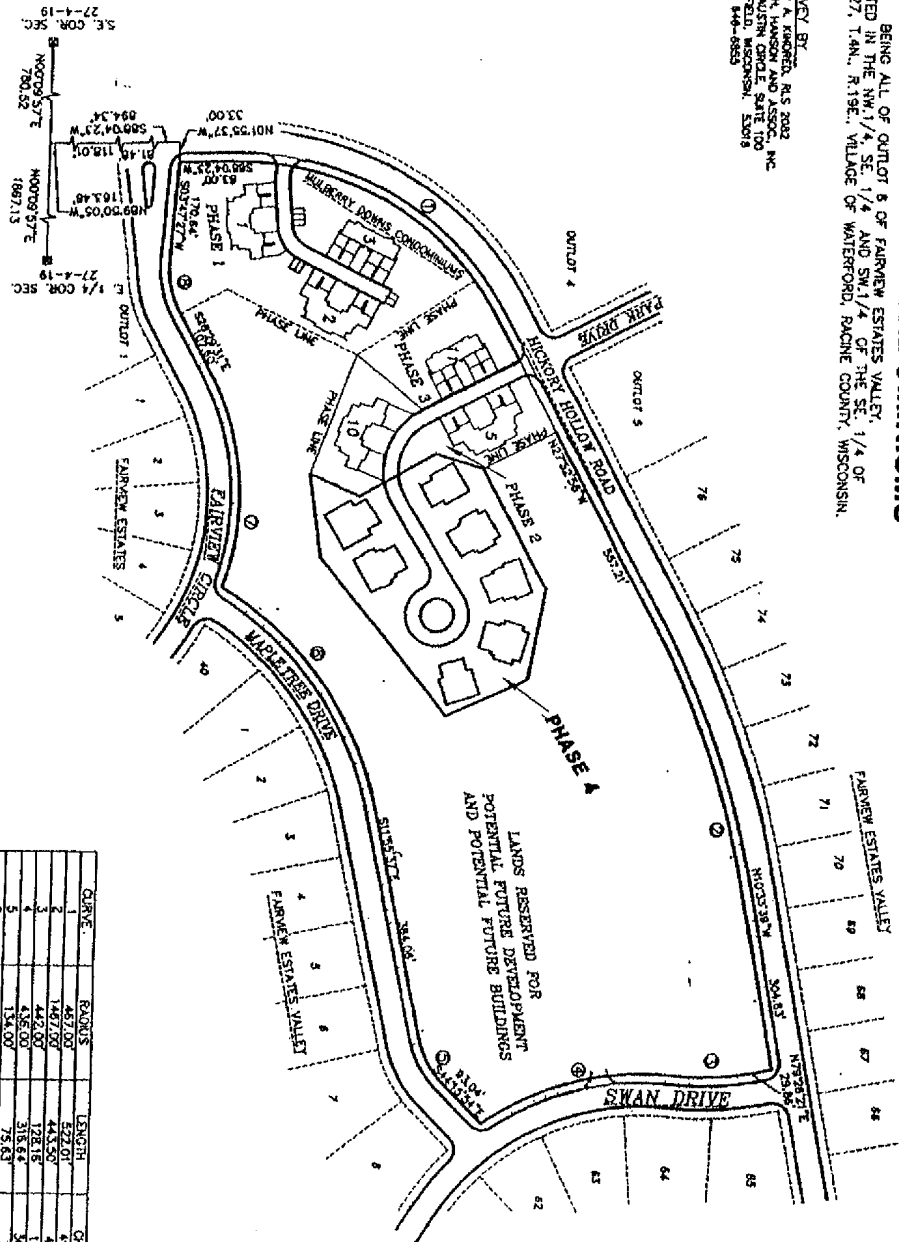
Legal Description of Phase IV

Being all that part of Outlot 6 of Fairview Estates Valley, located in the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, T4N, R19E, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Commencing at the NE corner of Phase II and point of beginning of the hereinafter described lands; thence N.65°-50'-44"W., 86.84 feet to a point; thence S.58°-58'-20"W., 136.06 feet to a point; thence N.72°-45'-54"W., 79.82 feet to a point; thence N.28°-06'-01"W., 221.75 feet to a point; thence N.09°-43'-27"E., 148.28 feet to a point; thence N.65°-09'-07"E., 141.09 feet to a point; thence S.38°-37'-21"E., 325.00 feet to a point; thence S.08°-35'-37"E., 137.74 feet to the point of beginning. Said lands containing 98,591 square feet (2.26 acres).

BEING ALL OF OUTLOT 8 OF FARMW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE. 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SURVEY BY
KEITH A. KROEDER, PLS 2002
WELCH, HANSON AND ASSOC., INC.
305 AUSTIN CIRCLE, SUITE 100
DELANEO, WISCONSIN 53018
(414) 840-6855



LANDS RESERVED FOR
POTENTIAL FUTURE DEVELOPMENT
AND POTENTIAL FUTURE BUILDINGS



SCALE: 1" = 150'

CLIQUE	ROUND	LENGTH	CHORD	SEPARING	SE-71
1	463.00	5.22.01	495.95	1453.94	4503.41
2	1462.00	44.33.50	441.81	1479.17	4503.41
3	436.00	318.15	127.71	1387.54	444.55
4	436.00	318.15	127.71	1387.54	444.55
5	436.00	318.15	127.71	1387.54	444.55
6	433.00	440.13	74.83	617.64	418.55
7	333.00	427.37	427.37	535.74	428.43
8	181.00	550.77	350.77	597.30	433.58
9	181.00	77.83	78.74	515.72	78.53

POST OFFICE

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED



SEING ALL OF OUTLOT 6 OF FAIRMEN ESTATES VALLEY,
LOCATED IN THE NW.1/4, SE. 1/4 AND SW.1/4 OF THE SE. 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN

LEGEND
- CONC. MON. W/ BRASS CAP
- DENOTE LIMITED COMMON
ELEMENT (L.C.E.)

LEGAL DESCRIPTION

Being a part of Duluth & of Fawn Lake Valley located in the NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of line SE $\frac{1}{4}$ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Commencing at the NE corner of Plaza 1, point of beginning of the narrative enclosed lands, thence N.63°-50'-47" W., 66.84 feet to a point, thence S.58°-38'-20" N., 136.06 feet to a point, thence N.47°-45'-54" N., 79.92 feet to a point, thence N.42°-26'-01" W., 221.75 feet to a point, thence N.50°-45'-27" E., 148.28 feet to a point, thence N.65°-09'-17" E., 141.00 feet to a point, thence S.58°-37'-27" E., 323.00 feet to a point, thence S.08°-35'-37" E., 357.74 feet to the point of beginning. Said lands containing 93,851 square feet (2.25 acres). 3/27/74

Logan Description Expansion Real Estate

All of said Exhibit 5 excepting therefrom Phases 1, Phase 2, Phase 3, and Phase 4

SURVEYOR'S CERTIFICATE

[illegible]

Date this 15th day of February 2000

Keith A. Kindred, R.L.S. 2082

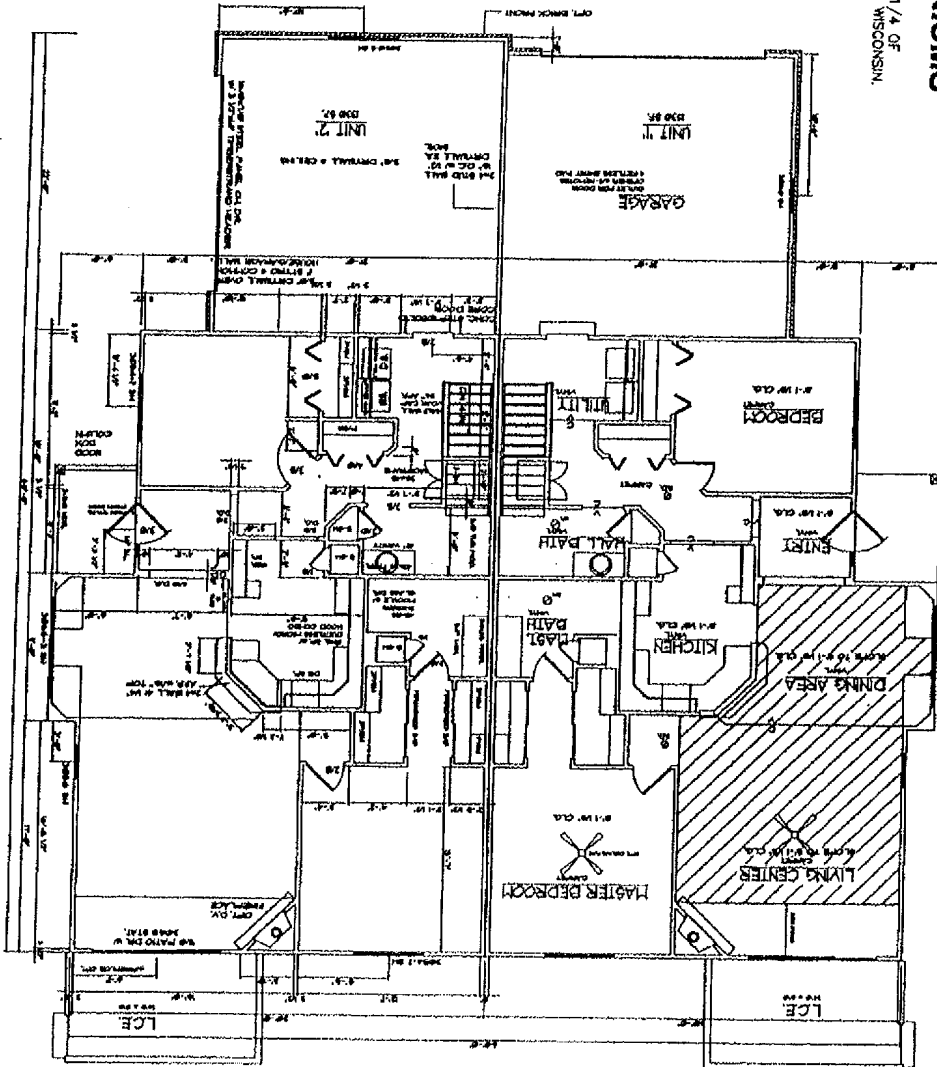
THE UNITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

SHEET 2

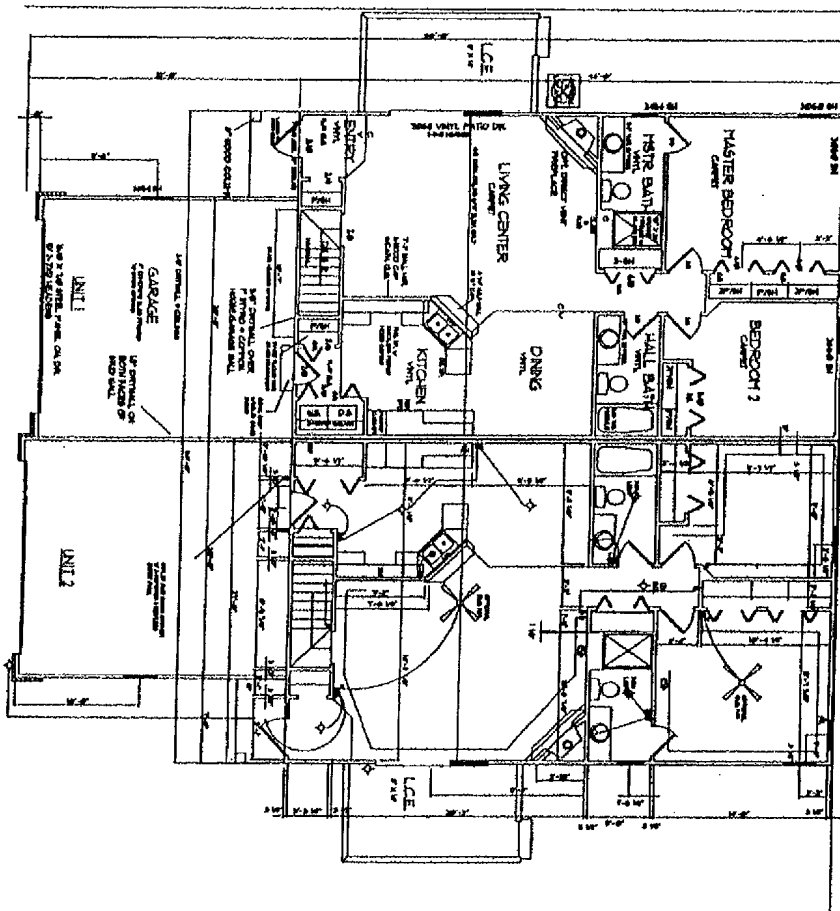
**CONDOMINIUM PLAT OF
THIRD ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**

BEGING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, POLK COUNTY, WISCONSIN.

**CARNATION FLOOR PLAN
BUILDING 1 AND 2
NOT TO SCALE**



NOTE: LCE DEPICTS A LIMITED COTTON ELEMENT



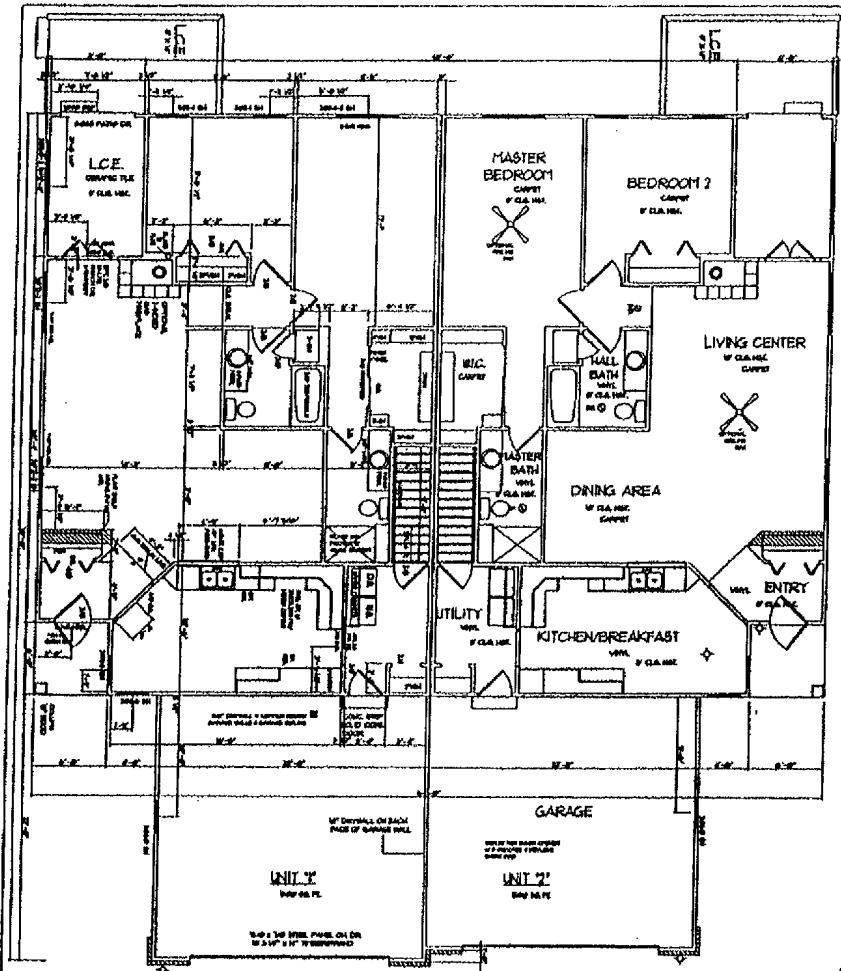
**CONDOMINIUM FLOOR PLAN OF
THIRD ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., WILSON OF WATERFORD, RAMON COUNTY, WISCONSIN.

HEATHER FLOOR PLAN
BUILDING 4 AND 5
NOT TO SCALE

NOTE: LCE DEPICTS A LIMITED COMMON ELEMENT

NOTE: LCE DEPICTS A LIMITED COMMON ELEMENT



CONDOMINIUM PLAN OF
**THIRD ADDENDUM TO
 MULBERRY DOWNS CONDOMINIUMS**
 BEING ALL OF OUTLOT 8 OF EMMERY ESTATES VALLEY,
 LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
 SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

PRIMROSE FLOOR PLAN
 BUILDING 6, 8 AND 9
 NOT TO SCALE

EXHIBIT 3-E

Legal Description for Expansion Real Estate

All of said Outlot 6 excepting therefrom Phase I, Phase II, Phase III and Phase IV.

VOL PAGE
3242 664-672

DOCUMENT #

1787884

Document Number

FOURTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUM

Document Title

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2001 AUG 27 AM 9:05

MARK A. LAOD
REGISTER OF DEEDS

THIS FOURTH AMENDMENT to Declaration of Mulberry Downs Condominium is made and entered into by Biclinski Development, Inc., a Wisconsin corporation ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of Mulberry Downs Condominium in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 1643393 as amended by a First Amendment recorded as Document No. 1691204, Second Amendment recorded as Document No. 1740911 and Third Amendment recorded as Document No. 1749879 (collectively, the "Declaration"), which subjected certain property in the Village of Waterford, Wisconsin to the Condominium Ownership Act (the "Act"). In Article XIII of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase V Property") and to construct thereon four (4) buildings containing a total of eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase V Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby submits the Phase V Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Article I of the Declaration is amended by replacing the number "thirty-eight (38)" with "forty-six (46)."

Section 2. Article V of the Declaration is amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/46th undivided interest in the Common Elements."

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

- (i) Exhibits A, B, and D as recorded are expanded to include Exhibits 4A, 4B, and 4D attached; and
- (ii) Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
14-1	601 Hickory Hollow Road	14	Primrose Ranch
14-2	601 Hickory Hollow Road	14	Primrose Ranch
15-1	603 Hickory Hollow Road	15	Heather Ranch
15-2	603 Hickory Hollow Road	15	Heather Ranch
16-1	605 Hickory Hollow Road	16	Carnation Ranch
16-2	605 Hickory Hollow Road	16	Carnation Ranch
17-1	607 Hickory Hollow Road	17	Primrose Ranch
17-2	607 Hickory Hollow Road	17	Primrose Ranch

- (iii) The attached Exhibit 4E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase V Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article XIII nor does it represent that its submitting the Phase V Property to the Act fully exercises its rights thereunder. However, **DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.** Attached hereto is Exhibit 4E setting forth the remaining Expansion Real Estate.

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

Executed this 22nd day of August, 2001.

BIELINSKI DEVELOPMENT, INC.

By: Frank Bielinski
Frank Bielinski, President

By: Harry Bielinski
Harry Bielinski, Secretary

ACKNOWLEDGEMENT

[illegible]

Personally came before me this 22nd day of August, 2001, the above named Frank Bielinski, as President of Bielinski Development, Inc. and Harry Bielinski, as Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument in such capacities and acknowledge the same.

Linda L. Oswald

Notary Public, State of Wisconsin
My Commission:

Nov. 7, 2004

**This instrument drafted by:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP**

EXHIBIT 4-A

Legal Description of Phase V

Being a part of Outlot 6 of Fairview Estate Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Beginning at the northwest corner of Phase 4; thence S. 09° - 43' - 27" W., along the west line of Phase 4, 148.28 feet to a point; thence S. 28° - 06' - 01" E., continuing along said west line 221.75 feet to a point; thence S. 62° - 07' - 04" W., along the northerly line of Phase 2, 128.61 feet; thence N. 27° - 52' - 56" W., along the northeast right-of-way line of Hickory Hollow Road 348.38 feet to a point; thence N. 64° - 31' - 11" E., 218.44 feet to the point of beginning. Said lands contain 49,748 feet (1.14 acres).

FROM
191-04-19-27-006-006

<u>UNIT</u>	<u>BLDG.</u>	<u>PARCEL NOS.</u>
1	14	191-04-19-27-007-381
2	14	191-04-19-27-007-382
1	15	191-04-19-27-007-383
2	15	191-04-19-27-007-384
1	16	191-04-19-27-007-385
2	16	191-04-19-27-007-386
1	17	191-04-19-27-007-387
2	17	191-04-19-27-007-388

EXHIBIT 4-E

Legal Description for Expansion Real Estate

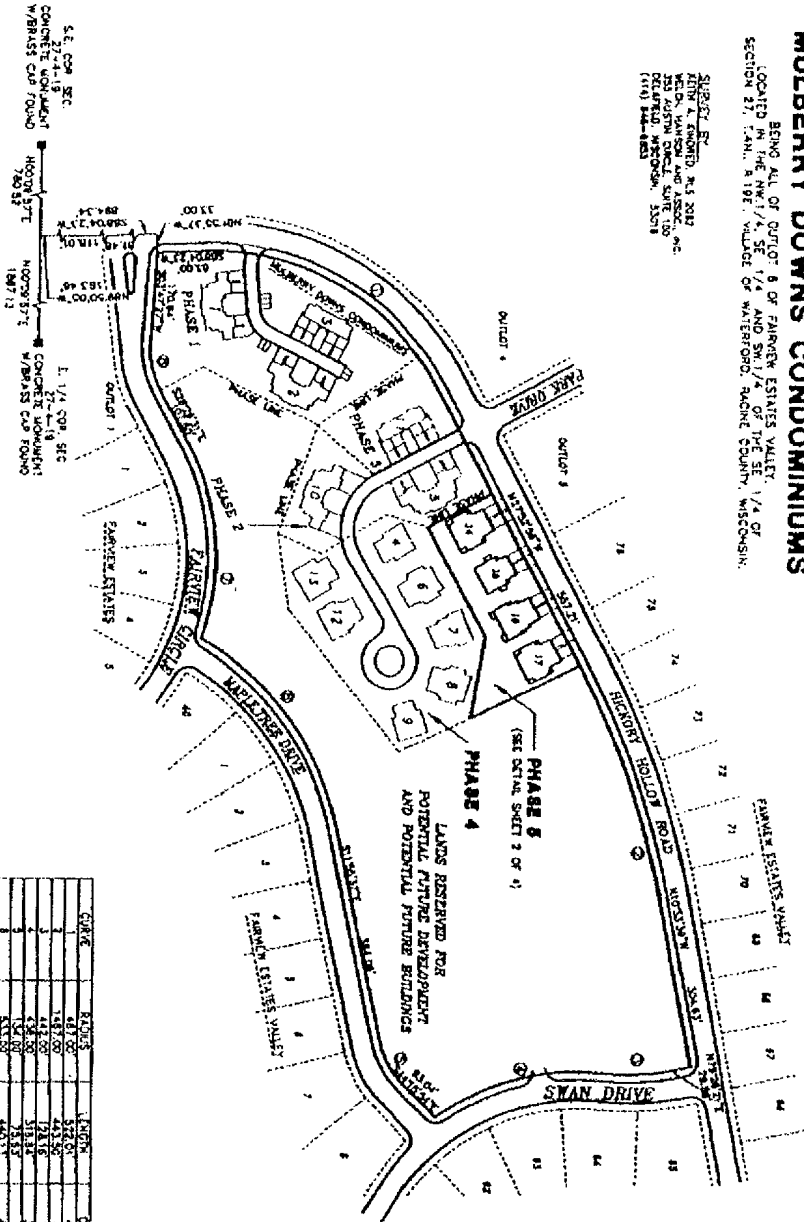
All of said Outlot 6 excepting therefrom Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5.

EXHIBIT 4B-1

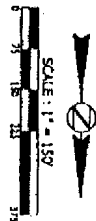
CONDOMINIUM PLAN OF FOURTH ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 8 OF PARKER ESTATES VILLAGE,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T4N, R19E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SUBJECT TO
THE FIRST ADDENDUM TO THE
DECLARATION OF CONDOMINIUMS
FOR THE MULBERRY DOWNS CONDOMINIUMS
RECORDED IN THE PUBLIC RECORDS OF
RACINE COUNTY, WISCONSIN, BOOK
110, PAGE 668.



LANDS RESERVED FOR
POTENTIAL FUTURE DEVELOPMENT
AND POTENTIAL FUTURE BUILDINGS

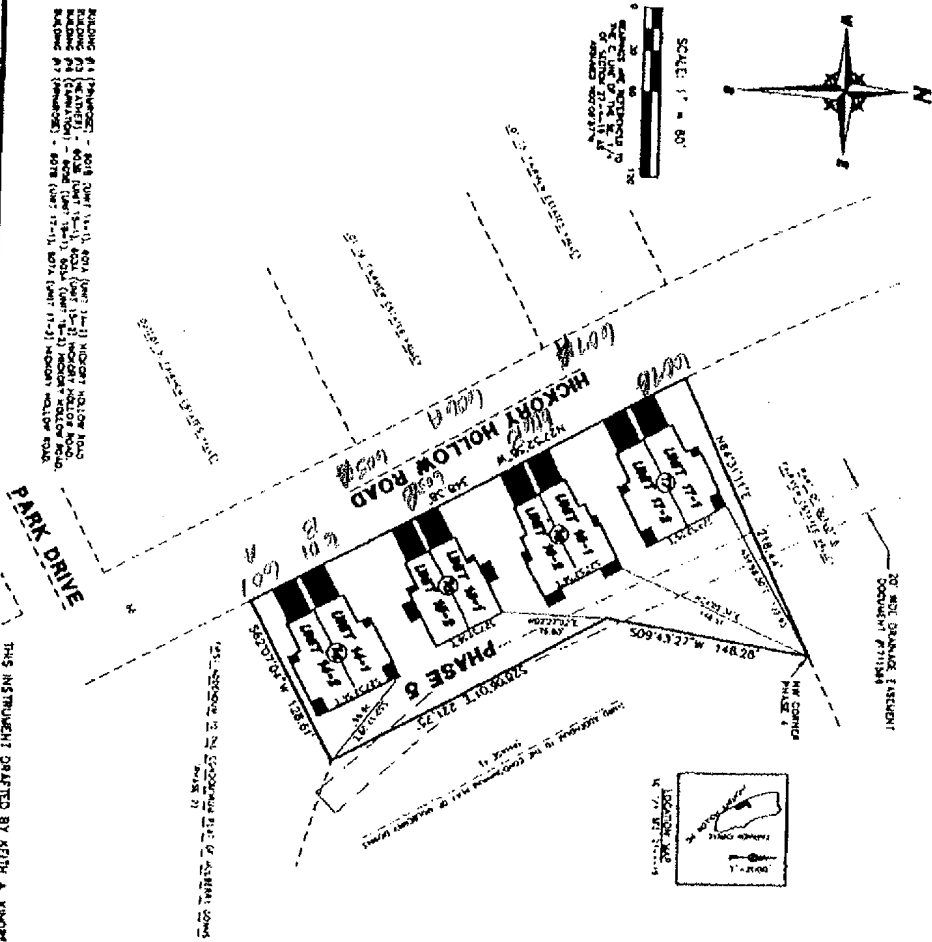


GRID	BLK 1	BLK 2	BLK 3	BLK 4	BLK 5	BLK 6	BLK 7	BLK 8	BLK 9	BLK 10	BLK 11	BLK 12	BLK 13	BLK 14	BLK 15	BLK 16	BLK 17	BLK 18	BLK 19	BLK 20	BLK 21	BLK 22	BLK 23	BLK 24	BLK 25	BLK 26	BLK 27	BLK 28	BLK 29	BLK 30	BLK 31	BLK 32	BLK 33	BLK 34	BLK 35	BLK 36	BLK 37	BLK 38	BLK 39	BLK 40	BLK 41	BLK 42	BLK 43	BLK 44	BLK 45	BLK 46	BLK 47	BLK 48	BLK 49	BLK 50	BLK 51	BLK 52	BLK 53	BLK 54	BLK 55	BLK 56	BLK 57	BLK 58	BLK 59	BLK 60	BLK 61	BLK 62	BLK 63	BLK 64	BLK 65	BLK 66	BLK 67	BLK 68	BLK 69	BLK 70	BLK 71	BLK 72	BLK 73	BLK 74	BLK 75	BLK 76	BLK 77	BLK 78	BLK 79	BLK 80	BLK 81	BLK 82	BLK 83	BLK 84	BLK 85	BLK 86	BLK 87	BLK 88	BLK 89	BLK 90	BLK 91	BLK 92	BLK 93	BLK 94	BLK 95	BLK 96	BLK 97	BLK 98	BLK 99	BLK 100
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

THIS INSTRUMENT DRAFTED BY KEITH A. KNORROD

SHEET 1 OF 4

65



**CONDOMINIUM PLAT OF
FOURTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF OUTLOT 6 OF FARVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.18E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN

SECRET BY LEAD:
 KEVIN A. NICHOLS, NJ 3062
 WELCH, HANSON AND ASSOC., INC. - DENOTES UNITED COMPO
 215 AUSTIN CIRCLE SUITE 200
 DELAWARE, PENNSYLVANIA 19018
 (610) 444-1635
 FBI/AT (LCL)

Phase 5 Legal Description

Being a part of Col. 21 of the 10th Engrs. Regt. located in the NW 1/4, SE 1/4 and SW 1/4 of Sec. 27, T. 20N. & R. 10E. Village of Watertown, Rock Co., Wisconsin, more fully described as follows:

Expanding to a subnormal corner at Arnes and Urnes $50^{\circ}-43^{\circ}-27''$ N. along the west line of Pitane 4, 146.28 feet to a point Urnes $52^{\circ}-04''-11''$ N., continuing along this line until line 221.75 feet to a point; Urnes $52^{\circ}-07^{\circ}-54''$ N., along the northerly line of Pitane 4, 126.0 feet; Urnes $N.27^{\circ}-52^{\circ}-58''$ W., along the northerly right-of-way line of Henry Avenue; Urnes 346.28 feet to a point; Urnes $N.63^{\circ}-51''-11''$ E., 218.64 feet to the point of beginning. Said land contains 55.14 square feet (1/4 acre).

Large Description Expansion Ref: Cat:

IN VIVO AND IN VITRO STUDIES OF THE EFFECTS OF

SURVEYOR'S CERTIFICATE

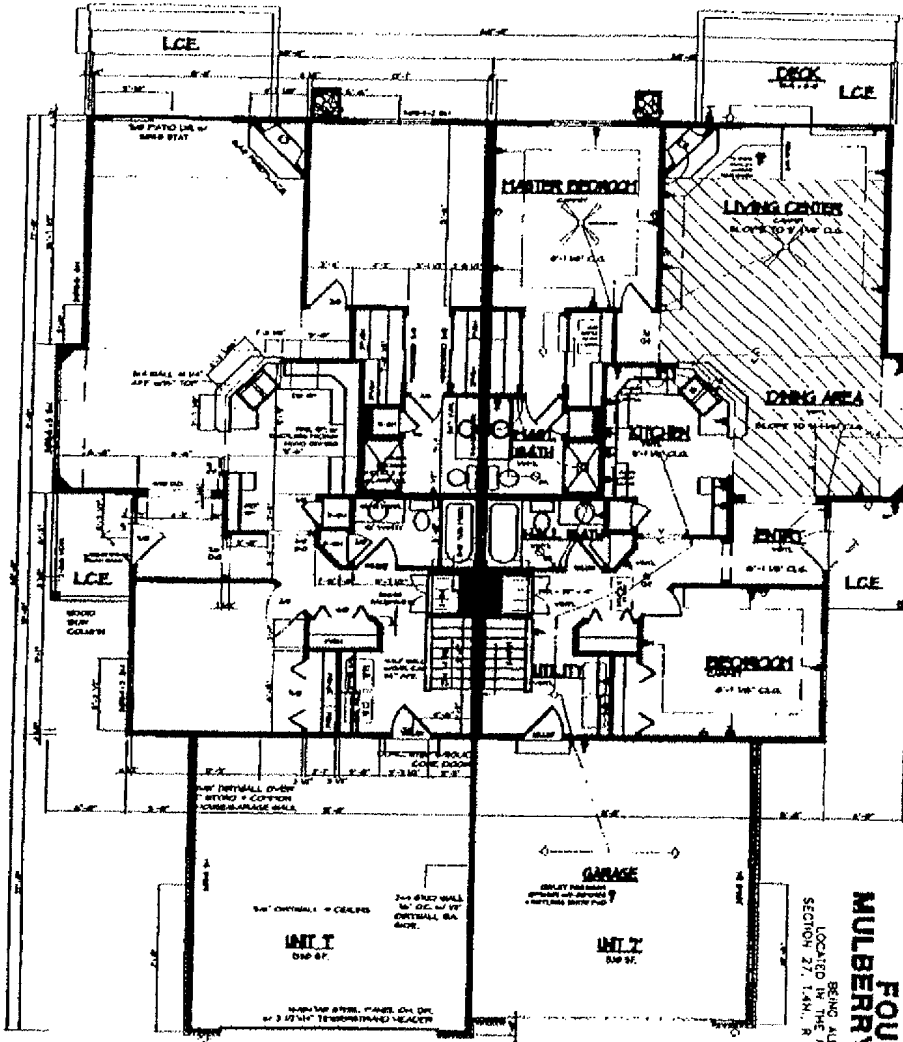
As Lohr and Kretsch, on having learnt that the Condemnism Hall of the Fourth All-Union Laboratory Patent Conference, consisting of two levels, is a correct representation of the Soviet Union, have dismissed the use of the identification and location of men who are the owners of the hall, they have dismissed the hall's history itself. How, however, the room described in the book is the same as the hall, is not clear. The book does not say that the room described in the book is a real recreation hall and not a hall in its own location of the scientist. No further documents, and the location of all above mentioned.

DATE Due 2015 60% of August 2011
2010
 BY James A. Thompson, R.L.S. 2003



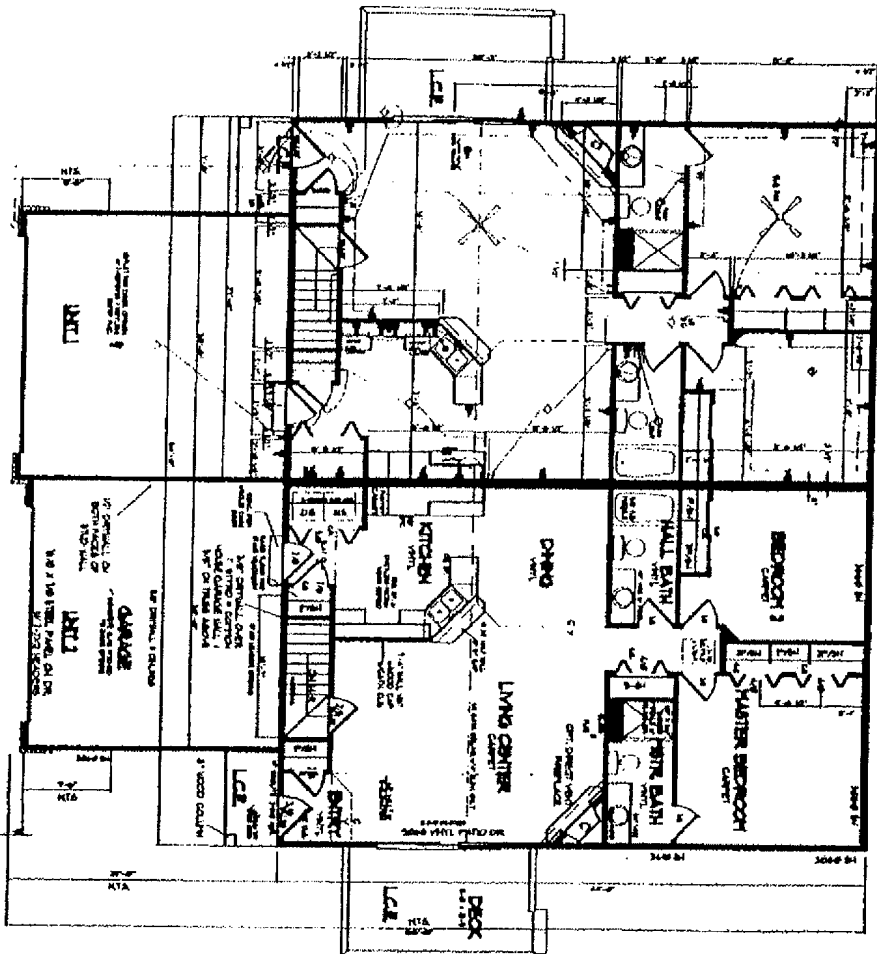
FOR THE FLOOR PLANS FOR BUILDINGS 14 AND 17 SEE PAGE 8 OF THE CONCOMING PLAN OF THIRD ADDENDUM TO WILBERT DOWNS CONDOLANCES RECORDED AS DOCUMENT 874288C ON NOVEMBER 21, 2000 IN THE PLAINFIELD COUNTY REGISTER OF DEEDS OFFICE

THE LIMITED COMMON ELEMENTS CONSIST OF THE OUTSIDE STICK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTINANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTINANT TO THE GARAGE DOOR TO EACH UNIT.



**FOURTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**
BEING ALL OF OUTLOT 6 OF FARMER ESTATES VALLEY
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T4N, R19E, W10E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN

CARNATION FLOOR PLAN
BUILDING B
NOT TO SCALE



**FOURTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF QUARTER 6 OF FARMER ESTATES WALLEY, 1/4 OF
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T4N, R19E, VOLUME OF WATERFORD, RACINE COUNTY, WISCONSIN.

HEATER FLOOR PLAN
BUILDING 5
NOT TO SCALE

NOTE: LCB DEVICES A LIMITED COMMON ELEMENT

1799082

VOL PAGE
3291 897-907REGISTER'S OFFICE
RACINE COUNTY, WI

Document Number	FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF MULBERRY DOWNS CONDOMINIUM	RECORDED 2001 NOV 12 AM 8:30 MARK A. LADD REGISTER OF DEEDS
Document Title		
THIS FIFTH AMENDMENT to Declaration of Mulberry Downs Condominium is made and entered into by Bielinski Development, Inc., a Wisconsin corporation ("Declarant").		
WITNESSETH:		
Declarant recorded a Declaration of Condominium of Mulberry Downs Condominium in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 1643393 as amended by a First Amendment recorded as Document No. 1691204, Second Amendment recorded as Document No. 1740911, Third Amendment recorded as Document No. 1749879 and Fourth Amendment recorded as Document No. 1787884 (collectively, the "Declaration"), which subjected certain property in the Village of Waterford, Wisconsin to the Condominium Ownership Act (the "Act"). In Article XIII of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.		
Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase VI Property") and to construct thereon nine (9) buildings containing a total of eighteen (18) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.		
The Phase VI Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.		
NOW THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby submits the Phase VI Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and		
Recording Area Name and Return Address: Timothy J. Voeller, Esq. Michael Best & Friedrich LLP 100 East Wisconsin Avenue Suite 3300 Milwaukee, WI 53202 PIN:		

assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Article I of the Declaration is amended by replacing the number "forty-six (46)" with "sixty-four (64)."

Section 2. Article V of the Declaration is amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/64th undivided interest in the Common Elements."

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

- (i) Exhibits A, B, and D as recorded are expanded to include Exhibits 5A, 5B, and 5D attached; and
- (ii) Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
45-1	608A Mapletree Drive	45	Primrose Ranch
45-2	608B Mapletree Drive	45	Primrose Ranch
46-1	606A Mapletree Drive	46	Primrose Ranch
46-2	606B Mapletree Drive	46	Primrose Ranch
47-1	604A Mapletree Drive	47	Carnation Ranch
47-2	604B Mapletree Drive	47	Carnation Ranch
48-1	602A Mapletree Drive	48	Primrose Ranch
48-2	602B Mapletree Drive	48	Primrose Ranch
49-1	535B Fairview Circle	49	Primrose Ranch
49-2	535A Fairview Circle	49	Primrose Ranch
50-1	537B Fairview Circle	50	Primrose Ranch
50-2	537A Fairview Circle	50	Carnation Ranch
51-1	539B Fairview Circle	51	Carnation Ranch
51-2	539A Fairview Circle	51	Primrose Ranch
52-1	541B Fairview Circle	52	Primrose Ranch
52-2	541A Fairview Circle	52	Primrose Ranch
53-1	543B Fairview Circle	53	Primrose Ranch
53-2	543A Fairview Circle	53	Carnation Ranch
			Carnation Ranch

Heather
Heather

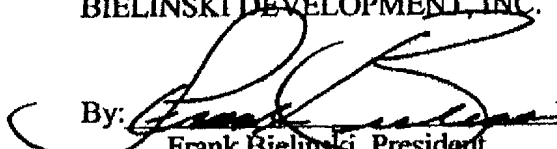
(iii) The attached Exhibit 5E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase VI Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article XIII nor does it represent that its submitting the Phase VI Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 5E setting forth the remaining Expansion Real Estate.

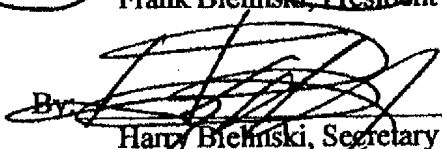
Section 5. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed this 31st day of October, 2001.

BIELINSKI DEVELOPMENT, INC.

By: 

Frank Bielinski, President

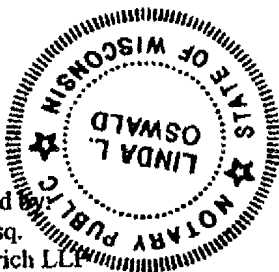
By: 

Harry Bielinski, Secretary

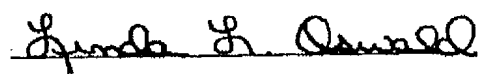
ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 31st day of October, 2001, the above named Frank Bielinski, as President of Bielinski Development, Inc. and Harry Bielinski, as Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument in such capacities and acknowledge the same.



This instrument drafted by
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP



Notary Public, State of Wisconsin

My Commission:

Nov. 7, 2004

EXHIBIT 5-ALegal Description of Phase VI

Being a part of Outlot 6 of Fairview Estate Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Beginning at the northeast corner of Phase I; thence S 61° 30' 29" W, 85.00 feet to a point; thence N 63° 32' 48" W, 233.02 feet to a point; thence N 19° 33' 49" E, 205.53 feet to a point; thence N 08° 35' 37" W, 137.74 feet to a point; thence N 38° 37' 21" W, 325.00 feet to a point; thence N 63° 28' 55" E, 147.98 feet to a point; thence 358.29 feet along an arc of a curve to the left with a radius of 533.00 feet whose chord bears S 39° 58' 52" E, 351.59 feet to a point; thence 360.60 feet along an arc of a curve to the left with a radius of 433.00 feet whose chord bears S 04° 38' 3.5"E, 350.27 feet to a point; thence S 28° 29' 31" E, 107.60 feet to the point of beginning. Said lands contain 112,982 square feet (2.59 acres).

FROM PT OF 191-04-19-27-006-006		
UNIT NO.	BUILDING NO.	PARCEL NO.
45-1	45	191-04-19-27-007-389
45-2	45	191-04-19-27-007-390
46-1	46	191-04-19-27-007-391
46-2	46	191-04-19-27-007-392
47-1	47	191-04-19-27-007-393
47-2	47	191-04-19-27-007-394
48-1	48	191-04-19-27-007-395
48-2	48	191-04-19-27-007-396
49-1	49	191-04-19-27-007-397
49-2	49	191-04-19-27-007-398
50-1	50	191-04-19-27-007-399
50-2	50	191-04-19-27-007-400
51-1	51	191-04-19-27-007-401
51-2	51	191-04-19-27-007-402
52-1	52	191-04-19-27-007-403
52-2	52	191-04-19-27-007-404
53-1	53	191-04-19-27-007-405
53-2	53	191-04-19-27-007-406

EXHIBIT 5-ELegal Description for Expansion Real Estate

All of said Outlot 6 excepting therefrom the legal descriptions for Phase I, Phase II, Phase III, Phase IV, Phase V and Phase VI.

T:\CLIENTA\016225\0026\A0259179
10/15/01

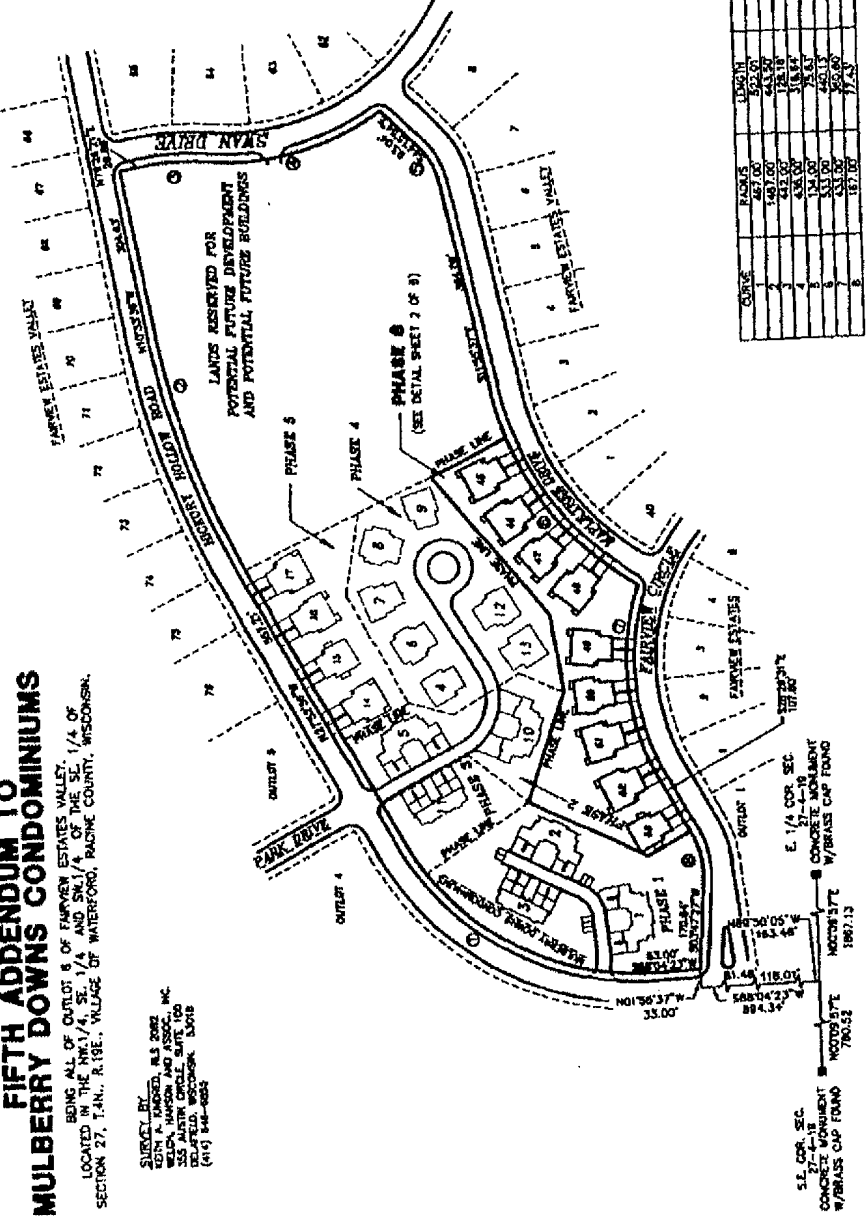
3291 902
(3291) (902)



**CONDOMINIUM PLAT OF
FIFTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF OUTLOT 8 OF FARMER ESTATES VALLEY, 1/4 OF
LOCATED IN THE NW1/4, SE 1/4 AND SW1/4 OF THE SE 1/4
SECTION 27, T.4N., R.19E., W.10E., WATKINS COUNTY, WISCONSIN.

SURVEY BY
KEITH A. KNORED, S.D. 2002
KEITH A. KNORED & ASSOC., INC.
355 ALPINE DRIVE, SUITE 100
DELAFIELD, WISCONSIN 53018
(414) 848-0051



CURVE	BEARING	CHORD	ARC LENGTH	AREA
1	N 89° 50' 00" E	163.46'	177.17'	177.17'
2	S 89° 50' 00" E	163.46'	177.17'	177.17'
3	N 89° 50' 00" E	163.46'	177.17'	177.17'
4	S 89° 50' 00" E	163.46'	177.17'	177.17'
5	N 89° 50' 00" E	163.46'	177.17'	177.17'
6	S 89° 50' 00" E	163.46'	177.17'	177.17'
7	N 89° 50' 00" E	163.46'	177.17'	177.17'
8	S 89° 50' 00" E	163.46'	177.17'	177.17'
9	N 89° 50' 00" E	163.46'	177.17'	177.17'
10	S 89° 50' 00" E	163.46'	177.17'	177.17'
11	N 89° 50' 00" E	163.46'	177.17'	177.17'
12	S 89° 50' 00" E	163.46'	177.17'	177.17'
13	N 89° 50' 00" E	163.46'	177.17'	177.17'
14	S 89° 50' 00" E	163.46'	177.17'	177.17'
15	N 89° 50' 00" E	163.46'	177.17'	177.17'
16	S 89° 50' 00" E	163.46'	177.17'	177.17'
17	N 89° 50' 00" E	163.46'	177.17'	177.17'
18	S 89° 50' 00" E	163.46'	177.17'	177.17'
19	N 89° 50' 00" E	163.46'	177.17'	177.17'
20	S 89° 50' 00" E	163.46'	177.17'	177.17'

THIS INSTRUMENT DRAFTED BY KEITH A. KNORED

BEING ALL OF OUTLOT 6 OF FAIRMEN ESTATES VALLEY.
LOCATED IN THE NW 1/4, SE. 1/4 AND SW 1/4 OF THE SE. 1/4 OF
SECTION 27, T 2N, R 2E, S 10E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY.
LOCATED IN THE NW 1/4, SE. 1/4 AND SW 1/4 OF THE SE. 1/4 OF
SECTION 27, T 2N, R 12E, S 10E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SUPPLY BY
 CLYDE A. HANCOCK, 615 2002
 WELCH HANSON AND ASSOC., INC.
 296 AUSTIN CIRCLE, SUITE 100
 DELAFIELD, WISCONSIN 53018
 (414) 844-4833

 Phases & Local Description |

making a part of Quebec & at various points in the NW 1/4, SE 1/4 and SW 1/4 of the SE 1/4 of Section 27, Town 4 North, Range 18 East, Village of Westford, Pacific County, Washington, more fully described as follows:

[illegible]

Local Description	Expansion	Root Entry
1. Local Description	Expansion	Root Entry

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REVENUE'S CERTIFICATE

With A. Elmer, an hourly carter, the Commission filed at the Fifth Avenue to Albany News Corporation, consisting of the papers, is a correct representation of the information herein described and the identification and location of each unit and the common elements can be determined from the part. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the lots and location of the same, and the location of all visible improvements.

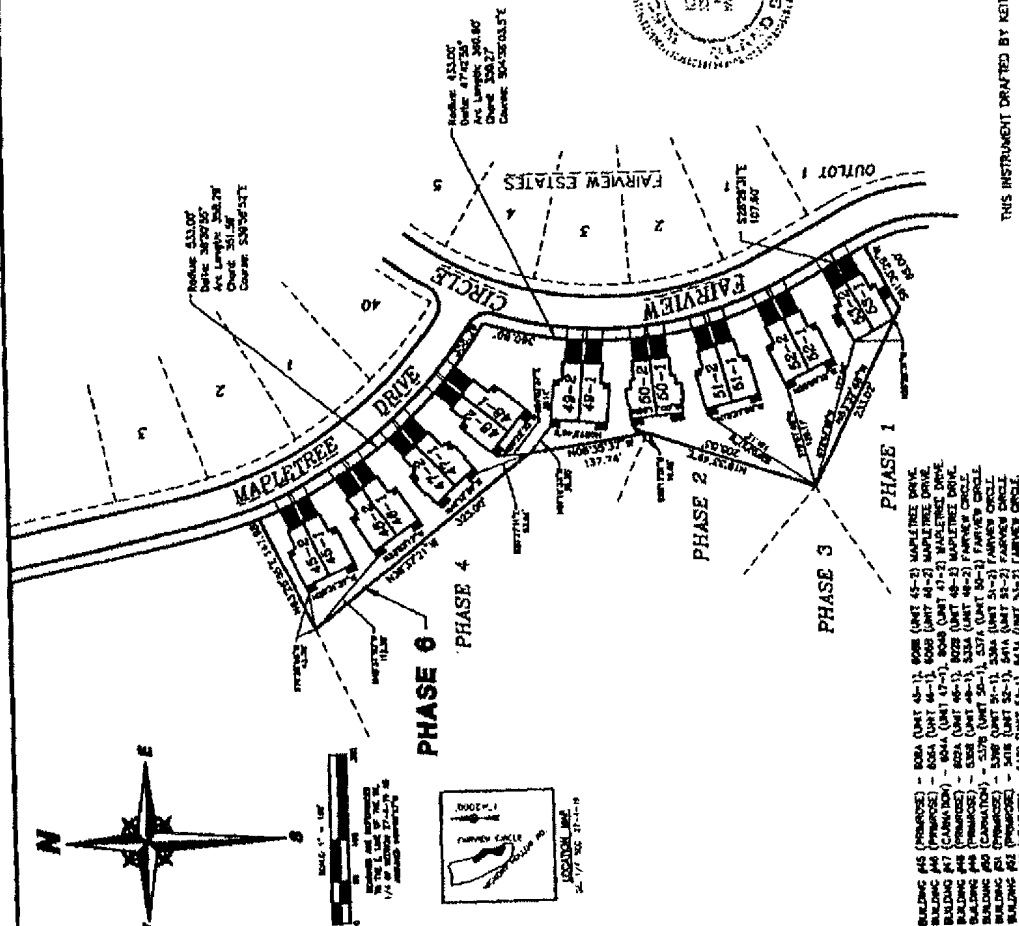
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2008-09-05 10:05:22

THE UNITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

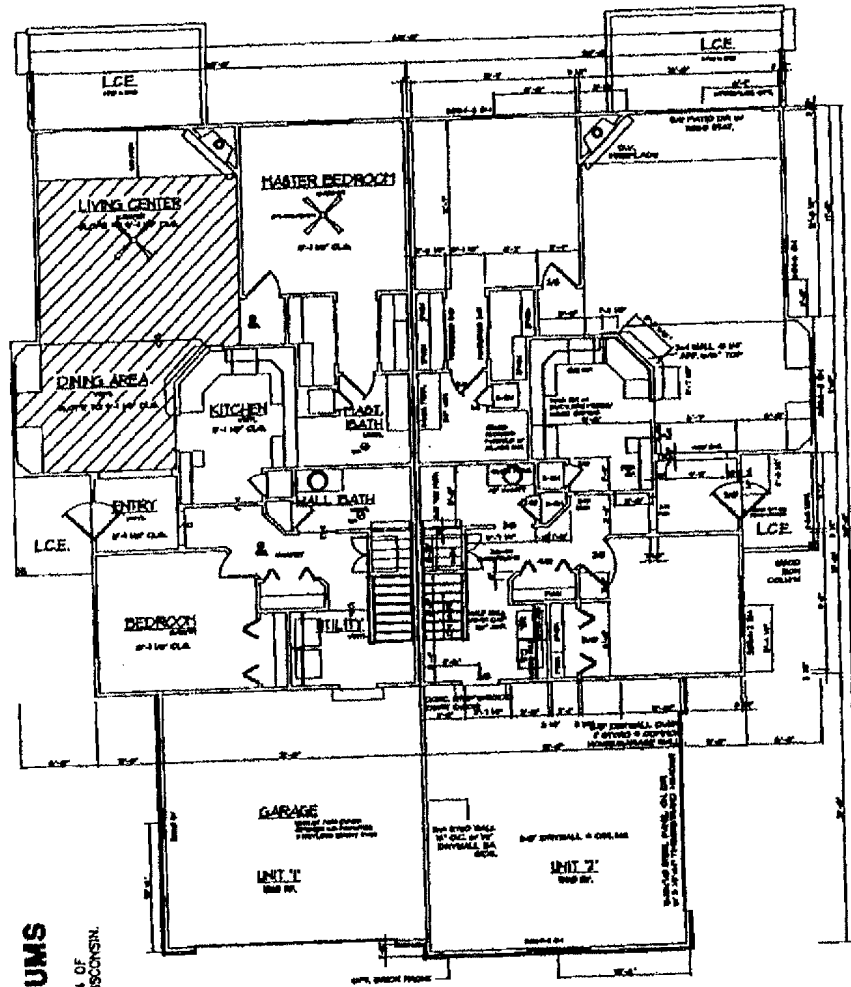
Page 6 of 13

SEARCHED INDEXED SERIALIZED FILED



CONDOMINIUM PLAT OF
FIFTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

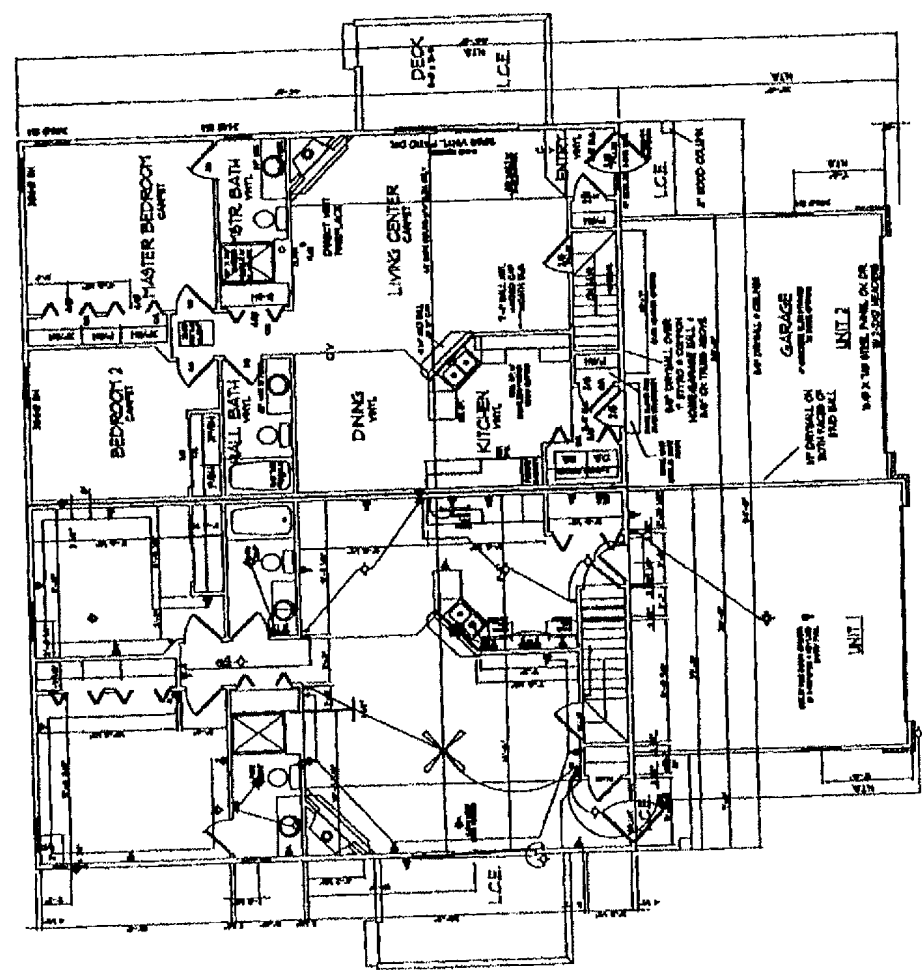
BEING ALL OF OUTLOT 8 OF FARMER ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T4N, R19E, 1/2 SEC. 19, TOWNSHIP 4 NORTH, RANGE 19 EAST, COUNTY OF WATERFORD, RACINE COUNTY, WISCONSIN.



CARNATION FLOOR PLAN
BUILDING 41 AND 50
NOT TO SCALE

CONDOMINIUM PLAT OF
**FIFTH ADDENDUM TO
 MULBERRY DOWNS CONDOMINIUMS**
 BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY,
 LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
 SECTION 27, T.4N., R.15E., VILLAGE OF WATERFORD, WISCONSIN.

HEATHER LEFT FLOOR PLAN
 BUILDING 31
 NOT TO SCALE



THIS INSTRUMENT DRAFTED BY KEITH A. KINRED

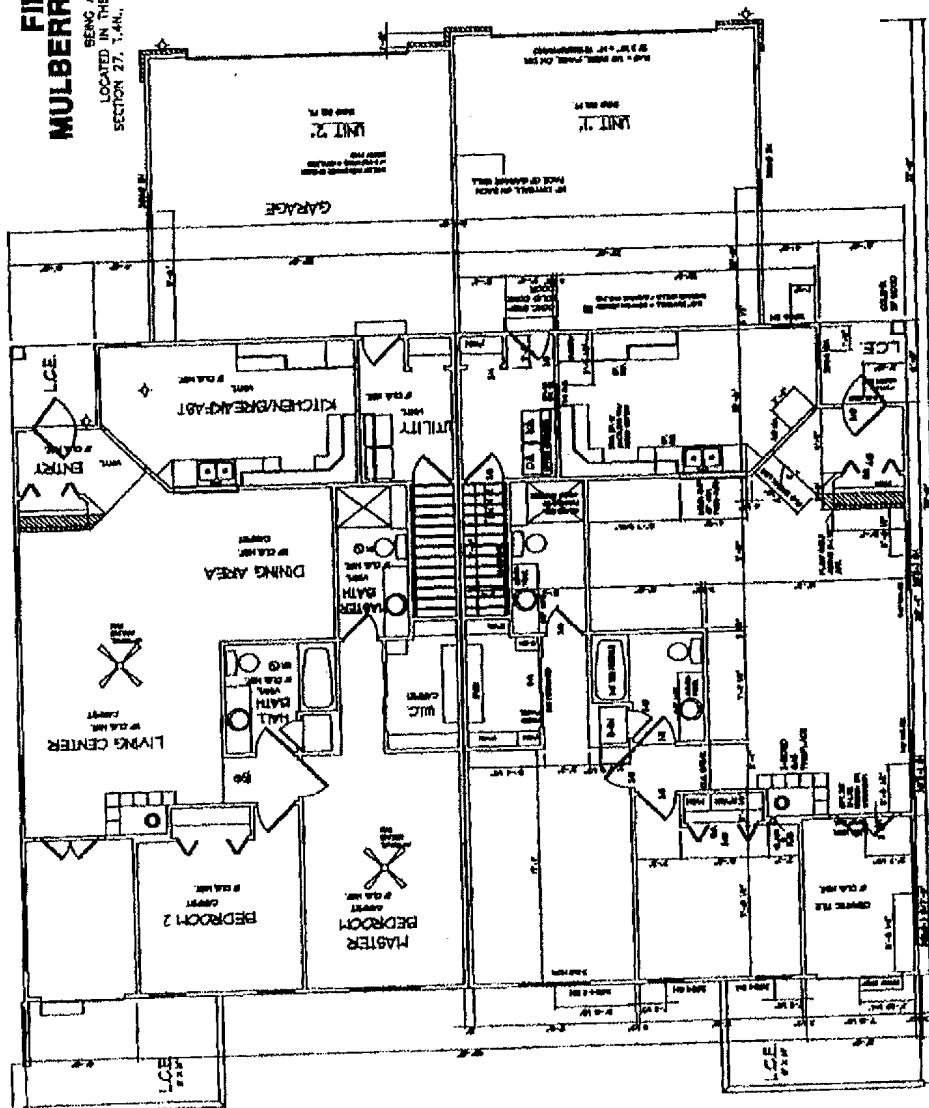
NOTE: LCE DEMONSTRATES A LIMITED COMMON ELEMENT

CONDOMINIUM PLAT OF
**FIFTH ADDENDUM TO
 MULBERRY DOWNS CONDOMINIUMS**

BEGING ALL OF OUTLOT 8 OF FARMWATER VALLEY,
 BEING ALL OF OUTLOT 8 OF FARMWATER VALLEY,
 LOCATED IN THE 1/4 SEC 1/4 AND SW 1/4 OF THE SE 1/4 OF
 SECTION 27, T4N, R18E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

PRIMROSE LEFT FLOOR PLAN
 BUILDING 40, 41, 42, 43, AND 51
 NOT TO SCALE

PAGE 5 OF 6

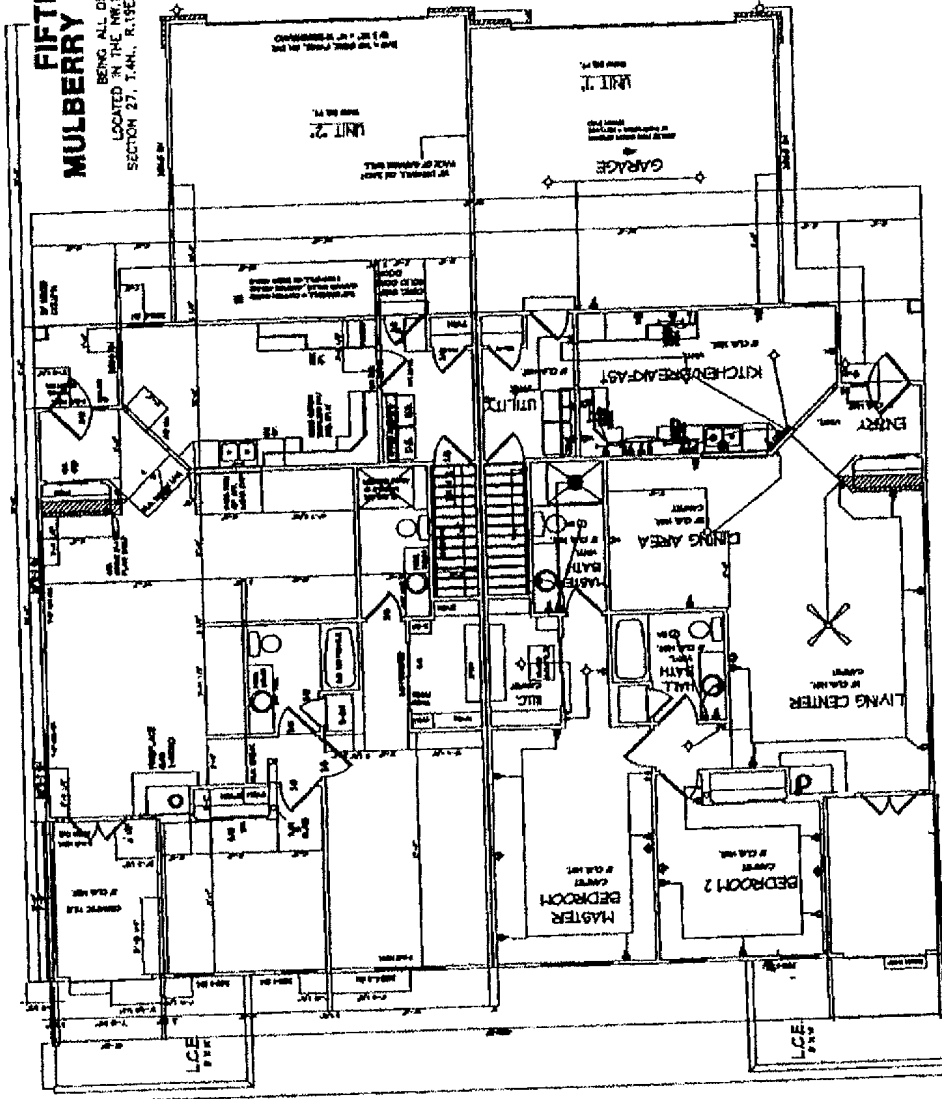


THIS INSTRUMENT DRAFTED BY KEITH A. KROED

NOTE: LCE DENOTES A LIMITED COMMON ELEMENT

CONDOMINIUM PLAT OF
**FIFTH ADDENDUM TO
 MULBERRY DOWNS CONDOMINIUMS**
 BEING ALL OF OUTLOT 6 OF FARMVIEW ESTATES VALLEY,
 LOCATED IN THE NW1/4, SE 1/4 AND SW1/4 OF THE SE 1/4 OF
 SECTION 27, T.44N., R.15E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

PRIMROSE RIGHT FLOOR PLAN
 BUILDING 32
 NOT TO SCALE



NOTE: LCE DEPICTS A LIMITED COMMON ELEMENT

THIS INSTRUMENT DRAFTED BY KETH A. MINORED



1847737

Document Number

Document Title AFFIDAVIT OF
CORRECTION

Name and Return Address

Return to
Welch, Hanson & Associates
355 Austin Circle, Suite 100
Delafield, WI 53018

SEE ATTACHED

Parcel Identification Number (PIN):

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 SEP -4 AM 11:56

MARK A. LADD
REGISTER OF DEEDS

VOL
PAGE
3498 941-912

13-

Recording Area

AFFIDAVIT:

I, Keith A. Kindred, Registered Land Surveyor, hereby certify the following affidavit is a correction instrument for the fifth addendum to the Mulberry Downs Condominium recorded as document No. 1799083 in Volume 3291 Page 897 in the Register of Deeds Office in Racine, Racine County Wisconsin and located in the NW 1/4, SE 1/4 and SW 1/4 of the SE 1/4 of Section 27, T4N, R19E, Village of Waterford, Racine County, Wisconsin.

On Sheet 2 of 6, where the addresses shown as:

Building No. 49 (Primrose) - 535B (Unit 49-1), 535A (Unit 49-2) - Fairview Circle
Building No. 50 (Carnation) - 537B (Unit 50-1), 537A (Unit 50-2) - Fairview Circle
Building No. 51 (Primrose) - 539B (Unit 51-1), 539A (Unit 51-2) - Fairview Circle
Building No. 52 (Primrose) - 541B (Unit 52-1), 541A (Unit 52-2) - Fairview Circle
Building No. 53 (Heather) - 543B (Unit 53-1), 543A (Unit 53-2) - Fairview Circle

Should be shown as:

Building No. 49 (Primrose) - 535A (Unit 49-1), 535B (Unit 49-2), - Fairview Circle
Building No. 50 (Carnation) - 537A (Unit 50-1), 537B (Unit 50-2), - Fairview Circle
Building No. 51 (Primrose) - 539A (Unit 51-1), 539B (Unit 51-2), - Fairview Circle
Building No. 52 (Primrose) - 541A (Unit 52-1), 541B (Unit 52-2), - Fairview Circle
Building No. 53 (Heather) - 543A (Unit 53-1), 543B (Unit 53-2), - Fairview Circle

Dated this 29th day of AUGUST, 2002.



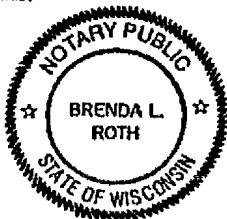
STATE OF WISCONSIN)

Waukesha COUNTY)

SS

Keith A. Kindred
Keith A. Kindred, R.L.S. 2082

Personally came before me this 29th day of August, 2002, the above named Keith A. Kindred, known to me to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public Brenda L. Roth
Waukesha County, Wisconsin

My commission expires 4-23-2006

This instrument drafted by Keith A. Kindred

80

49-1	49	191-04-19-27-007-397
49-2	49	191-04-19-27-007-398
50-1	50	191-04-19-27-007-399
50-2	50	191-04-19-27-007-400
51-1	51	191-04-19-27-007-401
51-2	51	191-04-19-27-007-402
52-1	52	191-04-19-27-007-403
52-2	52	191-04-19-27-007-404
53-1	53	191-04-19-27-007-405
53-2	53	191-04-19-27-007-406



1848850

AFFIDAVIT OF CORRECTION

Document Number

Document Title

The undersigned, Timothy J. Voeller ("Affiant") drafted a Fifth Amendment to Declaration of Condominium of Mulberry Downs Condominium ("Amendment") executed by Bielinski Development, Inc. with a date of October 31, 2001 and recorded with the Register of Deeds of Racine County on November 12, 2001 as Document Number 1799082 affecting certain real estate described on Exhibit A and transposed the addresses for ten Units declared therein.

AFFIANT makes this affidavit for the purpose of correcting such addresses by replacing the addresses for said units declared by the Amendment with the following correct addresses:

<u>Unit No.</u>	<u>Unit Address</u>
49-1	535A Fairview Circle
49-2	535B Fairview Circle
50-1	537A Fairview Circle
50-2	537B Fairview Circle
51-1	539A Fairview Circle
51-2	539B Fairview Circle
52-1	541A Fairview Circle
52-2	541B Fairview Circle
53-1	543A Fairview Circle
53-2	543B Fairview Circle

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

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REGISTER OF DEEDS

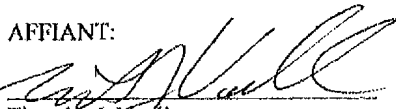
Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202

PIN: *SEE ATTACHED*Executed this 3rd day of September, 2002.

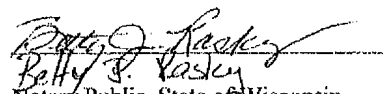
AFFIANT:


Timothy J. Voeller

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 3rd day of September, 2002, the above named Timothy J. Voeller to me known to be the person who executed the foregoing instrument and acknowledge the same.


Betty J. Kasey
Notary Public, State of Wisconsin
My Commission: *May 11, 2003*

This instrument drafted by:
Nora C. Sheehan, Esq.
Michael Best & Friedrich LLP

EXHIBIT A

Being a part of Outlot 6 of Fairview Estate Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Beginning at the northeast corner of Phase 1; thence S 61° 30' 29" W, 85.00 feet to a point; thence N 63° 32' 48" W, 233.02 feet to a point; thence N 19° 33' 49" E, 205.53 feet to a point; thence N 08° 35' 37" W, 137.74 feet to a point; thence N 38° 37' 21" W, 325.00 feet to a point; thence N 63° 28' 55" E, 147.98 feet to a point; thence 358.29 feet along an arc of a curve to the left with a radius of 533.00 feet whose chord bears S 39° 58' 52" E, 351.59 feet to a point; thence 360.60 feet along an arc of a curve to the left with a radius of 433.00 feet whose chord bears S 04° 38' 3.5" E, 350.27 feet to a point; thence S 28° 29' 31" E, 107.60 feet to the point of beginning. Said lands contain 112,982 square feet (2.59 acres).

TACLUENT\A\016225\0037\A\0431066.J

Tax Key # K1-04-K-27-006-006

Unit No. Bldg. Mulberry Downs Condo - Fifth And

49-1	49	191-04-19-27-007-397
49-2	49	191-04-19-27-007-398
50-1	50	191-04-19-27-007-399
50-2	50	191-04-19-27-007-400
51-1	51	191-04-19-27-007-401
51-2	51	191-04-19-27-007-402
52-1	52	191-04-19-27-007-403
52-2	52	191-04-19-27-007-404
53-1	53	191-04-19-27-007-405
53-2	53	191-04-19-27-007-406

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Recorded
MAR. 13, 2003 AT 04:45PM

Document Number

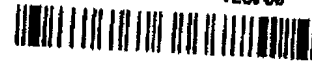
**SIXTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUM**

Document Title

THIS SIXTH AMENDMENT to Declaration of Mulberry Downs Condominium is made and entered into by Bielinski Development, Inc., a Wisconsin corporation ("Declarant").

Mark Ladd

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$23.00



Recording Area

Name and Return Address:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202
PIN:

WITNESSETH:

Declarant recorded a Declaration of Condominium of Mulberry Downs Condominium in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 1643393 as amended by a First Amendment recorded as Document No. 1691204, Second Amendment recorded as Document No. 1740911, Third Amendment recorded as Document No. 1749879, Fourth Amendment recorded as Document No. 1787884 and Fifth Amendment recorded as Document No. 1799082 (collectively, the "Declaration"), which subjected certain property in the Village of Waterford, Wisconsin to the Condominium Ownership Act (the "Act"). In Article XIII of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase VII Property") and to construct thereon three (3) buildings containing a total of six (6) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase VII Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby submits the Phase VII Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

0001044-1060

assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Article I of the Declaration is amended by replacing the number "sixty-four (64)" with "seventy (70)."

Section 2. Article V of the Declaration is amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/70th undivided interest in the Common Elements."

Section 3. Exhibits A, B, C and E to the Declaration are further amended as follows:

- (i) Exhibits A and B as recorded are expanded to include Exhibits 6A and 6B attached; and
- (ii) Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
18-1	609B Hickory Hollow Road	18	Carnation Ranch
18-2	609A Hickory Hollow Road	18	Carnation Ranch
19-1	611B Hickory Hollow Road	19	Carnation Ranch
19-2	611A Hickory Hollow Road	19	Carnation Ranch
20-1	613B Hickory Hollow Road	20	Primrose A Ranch
20-2	613A Hickory Hollow Road	20	Primrose A Ranch

- (iii) The attached Exhibit 6E replaces Exhibit E.

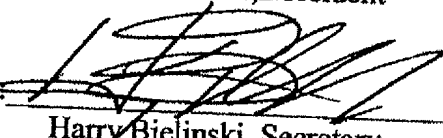
Section 4. By Declarant's submission of the Phase VII Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article XIII nor does it represent that its submitting the Phase VII Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 6E setting forth the remaining Expansion Real Estate.

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

Executed this 12th day of March, 2003.

BIELINSKI DEVELOPMENT, INC.

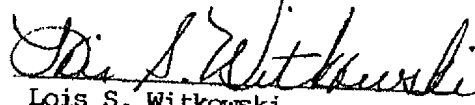
By: 
Frank Bielinski, President

By: 
Harry Bielinski, Secretary

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 12th day of March, 2003, the above named Frank Bielinski, as President of Bielinski Development, Inc. and Harry Bielinski, as Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument in such capacities and acknowledge the same.


Lois S. Witkowski
Notary Public, State of Wisconsin
My Commission: expires February 19, 2006

This instrument drafted by:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP

0001046

EXHIBIT 6-A

Legal Description of Phase VII

Being a part of Outlot 6 of Fairview Estate Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Beginning at the Northwest corner of Phase 5; thence 274.69 feet along the arc of a curve to the right with a radius of 1467.00 feet whose chord bears N 21° 31' 05" W, 274.29 feet to a point; thence N 71° 50' 35" E, 124.88 feet; thence S 21° 27' 45" E, 258.64 feet; thence S 64° 31' 11" W, 119.91 feet to the point of beginning. Said lands contain 33,721 sq. ft. (0.77 acres).

FROM
PART OF 191-04-19-27-006-006

BLDG 18
UNIT
18-1 191-04-19-27-007-407
18-2 191-04-19-27-007-408

BLDG 19
UNIT
19-1 191-04-19-27-007-409
19-2 191-04-19-27-007-410

BLDG 20
UNIT
20-1 191-04-19-27-007-411
20-2 191-04-19-27-007-412

0001047

EXHIBIT 6-E

Legal Description for Expansion Real Estate

All of said Outlot 6 excepting therefrom the legal descriptions for Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI and Phase VII of Mulberry Downs Condominium.

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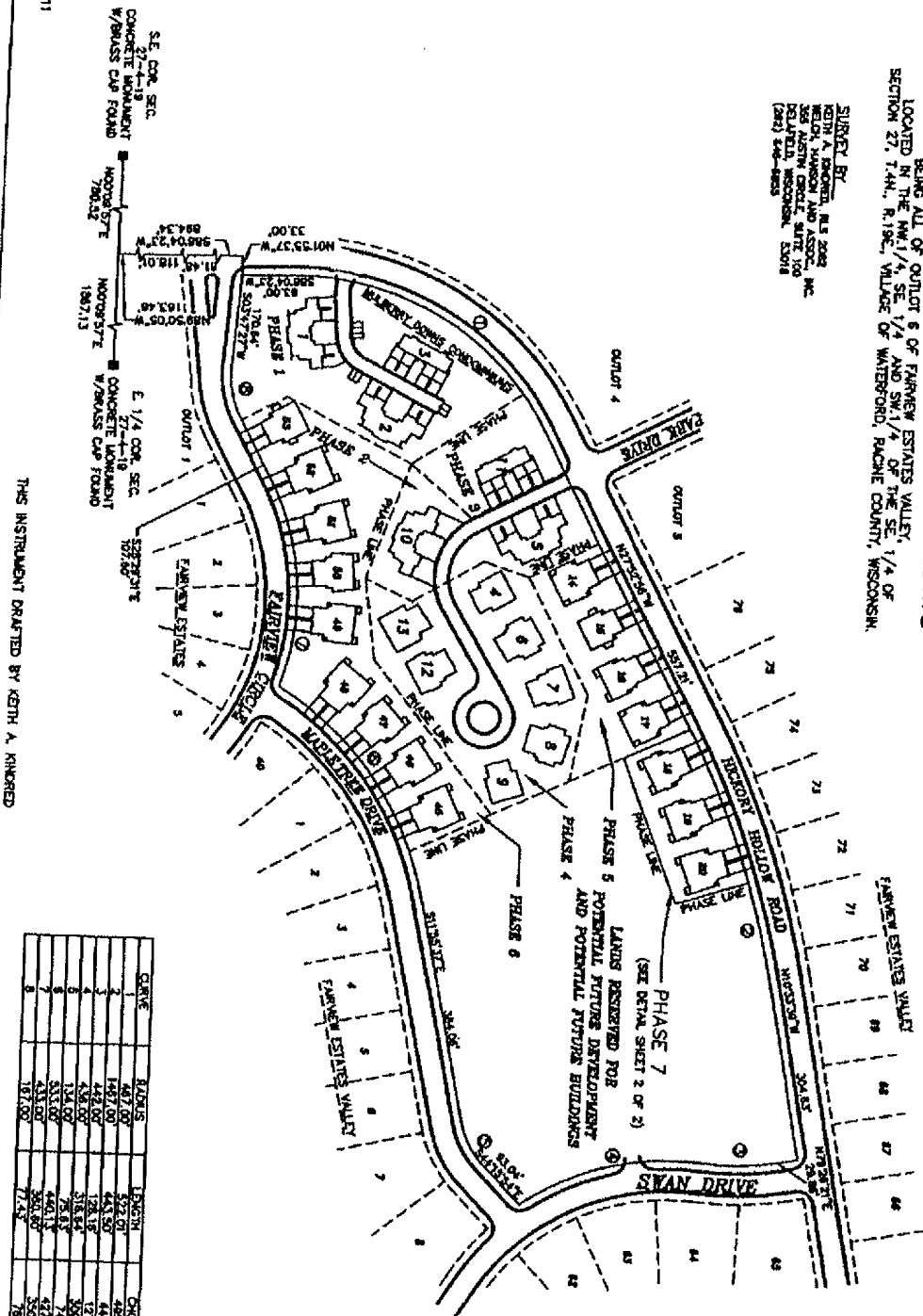
0001049

EXHIBIT 6-B

SIXTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 5 OF FARMER ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T4N, R19E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SUBJECT BY:
KEITH A. KINROD, JR. 2002
KEITH KINROD AND ASSOC., INC.
REAL ESTATE BROKER, STATE
(262) 544-4800



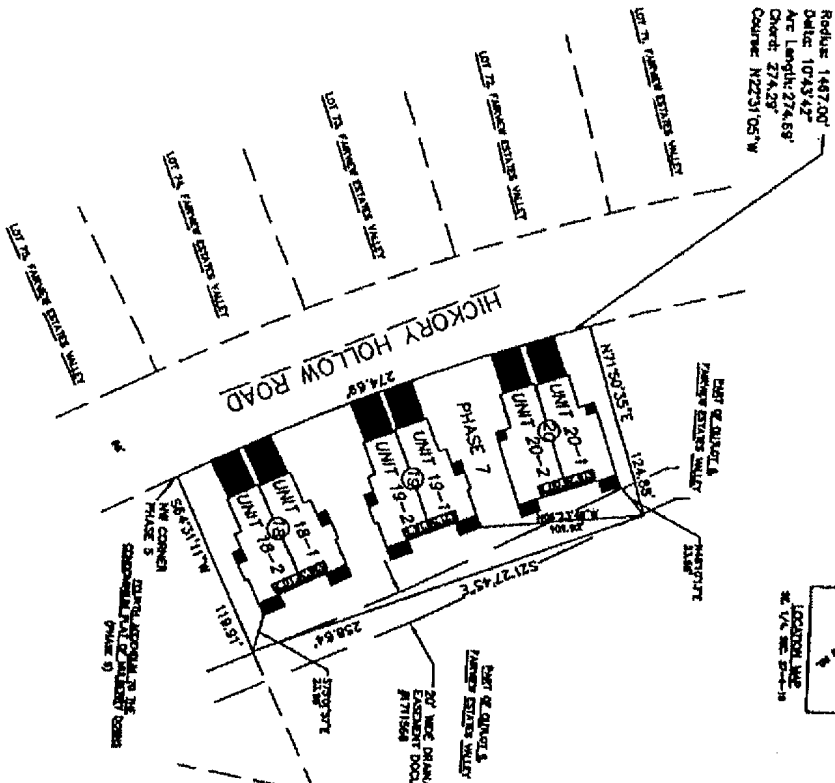
THIS INSTRUMENT DRAFTED BY KEITH A. KINROD

CURVE	STATION	LENGTH	CHORD	BEARING	DETAILED
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2	1467.00	448.25	448.25	N16°11'17.5"E	1719.71
3	448.25	448.25	448.25	N72°14'48.3"E	4184.87
4	448.25	448.25	448.25	N72°14'48.3"E	4184.87
5	448.25	448.25	448.25	N72°14'48.3"E	4184.87
6	448.25	448.25	448.25	N72°14'48.3"E	4184.87
7	448.25	448.25	448.25	N72°14'48.3"E	4184.87
8	448.25	448.25	448.25	N72°14'48.3"E	4184.87
9	448.25	448.25	448.25	N72°14'48.3"E	4184.87
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14	448.25	448.25	448.25	N72°14'48.3"E	4184.87
15	448.25	448.25	448.25	N72°14'48.3"E	4184.87
16	448.25	448.25	448.25	N72°14'48.3"E	4184.87
17	448.25	448.25	448.25	N72°14'48.3"E	4184.87
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100	448.25	448.25	448.25	N72°14'48.3"E	4184.87

LOCATION MAP

22 1/4 SEC. 27-4-19

1" = 2000'



LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN

Phase	Legal Description
Phase 1	...
Phase 2	...
Phase 3	...
Phase 4	...
Phase 5	...
Phase 6	...
Phase 7	...
Phase 8	...
Phase 9	...
Phase 10	...
Phase 11	...
Phase 12	...
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Phase 86	...
Phase 87	...
Phase 88	...
Phase 89	...
Phase 90	...
Phase 91	...
Phase 92	...
Phase 93	...
Phase 94	...
Phase 95	...
Phase 96	...
Phase 97	...
Phase 98	...
Phase 99	...
Phase 100	...

beginning at the Northwest corner of Phase 2; thence 274.69 feet along the arc of a circle to the right with a radius of 14487.00 feet where shore bears N21°39'42" E 273.42 feet to a point; thence N75°30' E 124.68 feet; thence S25°27'48" E 224.64 feet; thence S42°31'11" E 118.91 feet to the point of beginning. *Said lands Contain 32.1721 ac. (22.97 acres).*

PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5,
PHASE 6 and PHASE 7.

SURVEYOR'S CERTIFICATE

File _____ day of _____ 20____
Keith A. Nordard, R.L.S. 2002

THE LIMITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

DOC # 1920632

Recorded

JULY 30, 2003 AT 04:50PM

Document Number

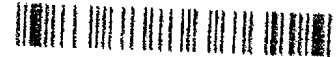
**SEVENTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUM**

Document Title

THIS SEVENTH AMENDMENT to Declaration of Mulberry Downs Condominium is made and entered into by Bielinski Development, Inc., a Wisconsin corporation ("Declarant").

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$32.00



Recording Area

Name and Return Address:

Deborah A. Hall
Bielinski Bros. Builders
PO Box 1615

Waukesha WI 53187

PIN:

Part of #1 041927006006

WITNESSETH:

Declarant recorded a Declaration of Condominium of Mulberry Downs Condominium in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 1643393 as amended by a First Amendment recorded as Document No. 1691204, Second Amendment recorded as Document No. 1740911, Third Amendment recorded as Document No. 1749879, Fourth Amendment recorded as Document No. 1787884, Fifth Amendment recorded as Document No. 1799082 and Sixth Amendment recorded as Document No. 1888342 (collectively, the "Declaration"), which subjected certain property in the Village of Waterford, Wisconsin to the Condominium Ownership Act (the "Act"). In Article XIII of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase VIII Property") and to construct thereon three (3) buildings containing a total of six (6) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase VIII Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby submits the Phase VIII Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Article I of the Declaration is amended by replacing the number "seventy (70) with seventy-six (76)."

Section 2. Article V of the Declaration is amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/76th undivided interest in the Common Elements."

Section 3. Exhibits A, B, C and E to the Declaration are further amended as follows:

- (i) Exhibits A and B as recorded are expanded to include Exhibits 7A and 7B attached; and
- (ii) Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
21-1	615B Hickory Hollow Road	21	Primrose Ranch
21-2	615A Hickory Hollow Road	21	Primrose Ranch
22-1	617B Hickory Hollow Road	22	Carnation Ranch
22-2	617A Hickory Hollow Road	22	Carnation Ranch
23-1	619B Hickory Hollow Road	23	Carnation Ranch
23-2	619A Hickory Hollow Road	23	Carnation Ranch

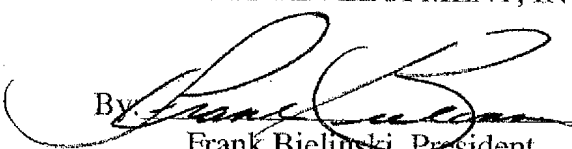
- (iii) The attached Exhibit 7E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase VIII Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article XIII nor does it represent that its submitting the Phase VIII Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 7E setting forth the remaining Expansion Real Estate.

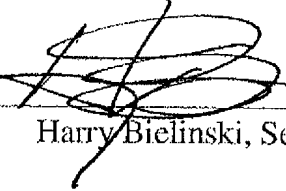
Section 5. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed this 30th day of July, 2003.

BIELINSKI DEVELOPMENT, INC.

By: 

Frank Bielinski, President

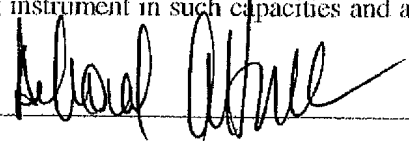
By: 

Harry Bielinski, Secretary

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 30th day of July, 2003, the above named Frank Bielinski, as President of Bielinski Development, Inc. and Harry Bielinski, as Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument in such capacities and acknowledge the same.



Notary Public, State of Wisconsin

My Commission:

2-08-04

This instrument drafted by:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP

EXHIBIT 7-A

Legal Description of Phase VIII

Being a part of Outlot 6 of Fairview Estate Valley located in the NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

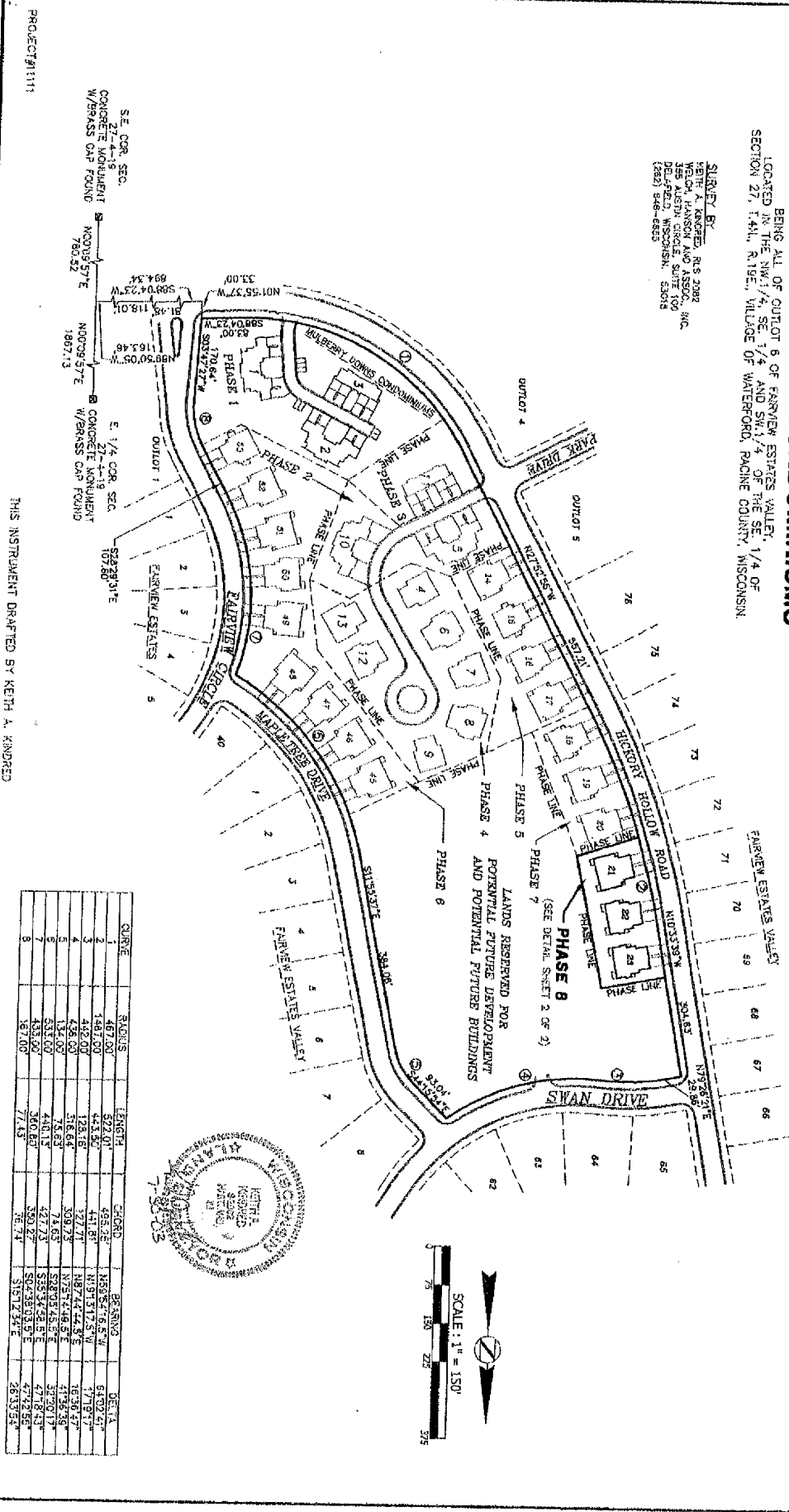
Beginning at the Northwest corner of Phase 7, thence 168.91 feet along the arc of a curve to the right with a radius of 1467.00 feet whose chord bears N. 13 degrees 51' 26" W., 168.71 feet; thence N. 10 degrees 33' 39" W., 109.41 feet; thence N. 79 degrees 26' 21" E., 127.30 feet; thence S. 11 degrees 54' 59" E., 261.41 feet; thence S. 71 degrees 50' 35" W., 124.88 feet, to the point of beginning.

Exhibit 7B-1

CONDOMINIUM PLAT OF SEVENTH ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 6 OF FARMVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N, R.19E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SURVEY BY
KEITH A. KANDRO, RLS 2002
WELSH, HANSON AND ASSOC., INC.
2500 WISCONSIN STREET, SUITE 100
DEARBORN, WISCONSIN 53003
(262) 546-6553

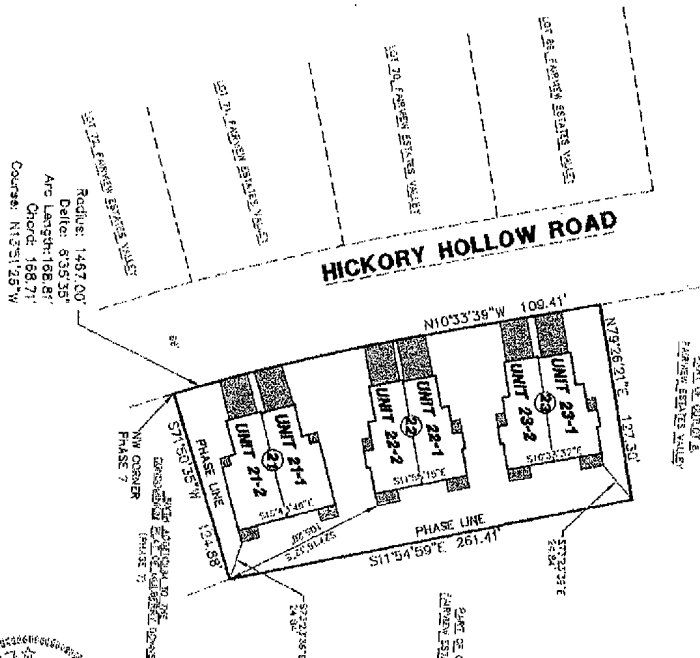


SURF	ALONG	LENGTH	CORNER	BEARING	DETA
1	1487.00	672.00	495.25	N85°47'6.5"W	51492.47
2	1487.00	443.80	441.81	N191°31'7.5"W	117191.7
3	443.80	172.77	172.77	N87°44'44.5"W	18363.37
4	443.80	172.77	172.77	N73°44'44.5"W	31363.37
5	172.77	172.77	172.77	N85°47'6.5"W	31363.37
6	172.77	172.77	172.77	N85°47'6.5"W	31363.37
7	172.77	172.77	172.77	N85°47'6.5"W	31363.37
8	172.77	172.77	172.77	N85°47'6.5"W	31363.37



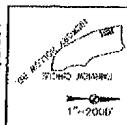
PROJECT#11111
THIS INSTRUMENT DRAFTED BY KEITH A. KANDRO

BEANS ARE REFERENCED TO
THE E LINE OF THE SE 1/4
OF SECTION 27-4-19 AS
ASSUED NOV09/97W



PROJECT

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED



CONDOMINIUM PLAT OF
SEVENTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 6 OF FARMER ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4, OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

LEGEND

XXXX - DENOTES UNITED COMMON ELEMENT (U.C.E.)

SURVEY BY
KEITH A. KIMMEL, 9.5.2002
WELCH, HANSON AND ASSOC., INC.
238 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WISCONSIN, 53018
(262) 646-8855

Phase 8 Legal Description

being a part of District 6 of Farmington Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Watford, Racine County, Wisconsin, more fully described as follows:

Beginning of the Northwest corner of Phase 7. Thence 168.21 feet along the arc of a curve to the right with a radius of 1487.03 feet, thence along bears S-1°-26' W. 152.73 feet, thence N.10-32'-59" W. 105.41 feet, thence along bears S-1°-26' W. 13.53 feet, thence S-1°-54'-58" E. 281.41 feet, thence S-77°-50'-55" W. 124.68 feet, to the point of beginning. Said lands contain 34,774 square feet (0.80 acres).

Legal Description Expansion: Real Estate

Phase 6, Phase 7, and Phase 8.

SURVEYOR'S CERTIFICATE

Section 2.2.2. *As to the property, its location, its size and its use, the owner must certify that the representation of the property, its location, its size and its use, is a true representation thereof and shows the size and location of the property, its location, its size and its use, and that the location of the property is a true representation thereof and shows the size and location of the property.*

Date this 20th day of July 2003
Keith A. Kierced, R.L.S. 2052

FOR THE FLOOR PLANS FOR BUILDINGS 21, 22 AND 23 SEE PAGES 3 AND 6 OF THE CONDOMINIUM PLAT OF THIRD ADDENDUM TO MILLERLY DOWNS CONDOMINIUMS RECORDED AS DOCUMENT #1718550 ON NOVEMBER 23, 2000 IN THE RACON COUNTY REGISTER OF DEEDS OFFICE.

THE LIMITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

EXHIBIT 7-E

Legal Description for Expansion Real Estate

All of said Outlot 6 excepting therefrom the legal descriptions for Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII and Phase VIII of Mulberry Downs Condominium.

TACLIENTA\016225\0037\A0529368.1

FROM PART OF 191-04-19-27-006-006
TO

<u>UNIT #</u>	<u>BLDG #</u>	<u>PARCEL #</u>
21-1	21	191-04-19-27-007-413
21-2	21	191-04-19-27-007-414
22-1	22	191-04-19-27-007-415
22-2	22	191-04-19-27-007-416
23-1	23	191-04-19-27-007-417
23-2	23	191-04-19-27-007-418

Document Number

**EIGHTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUM**

Document Title

THIS EIGHTH AMENDMENT to Declaration of Mulberry Downs Condominium is made and entered into by Bielinski Development, Inc., a Wisconsin corporation ("Declarant").

WITNESSETH:

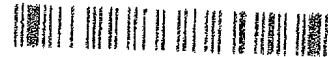
Declarant recorded a Declaration of Condominium of Mulberry Downs Condominium in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 1643393 as amended by a First Amendment recorded as Document No. 1691204, Second Amendment recorded as Document No. 1740911, Third Amendment recorded as Document No. 1749879, Fourth Amendment recorded as Document No. 1787884, Fifth Amendment recorded as Document No. 1799082, Sixth Amendment recorded as Document No. 1888342 and Seventh Amendment recorded as Document No. 1920632 (collectively, the "Declaration"), which subjected certain property in the Village of Waterford, Wisconsin to the Condominium Ownership Act (the "Act"). In Article XIII of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase 9 Property") and to construct thereon four (4) buildings containing a total of six (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase 9 Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby submits the Phase 9 Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$25.00



Recording Area

Name and Return Address:

Deborah A. Hall
Bielinski Bros. Builders
PO Box 1615
Waukesha WI 53187

PIN:

0001205-1218

assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Article I of the Declaration is amended by replacing the number "seventy-six (76) with eighty-four (84)."

Section 2. Article V of the Declaration is amended by striking Section I and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/84th undivided interest in the Common Elements."

Section 3. Exhibits A, B, C and E to the Declaration are further amended as follows:

- (i) Exhibits A and B as recorded are expanded to include Exhibits 8A and 8B attached; and
- (ii) Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
24-1	621B Hickory Hollow Road	24	Primrose Ranch
24-2	621A Hickory Hollow Road	24	Primrose Ranch
25-1	623B Hickory Hollow Road	25	Primrose Ranch
25-2	623A Hickory Hollow Road	25	Primrose Ranch
43-1	612A Maple Tree Drive	43	Carnation Ranch
43-2	612B Maple Tree Drive	43	Carnation Ranch
44-1	610A Maple Tree Drive	44	Carnation Ranch
44-2	610B Maple Tree Drive	44	Carnation Ranch

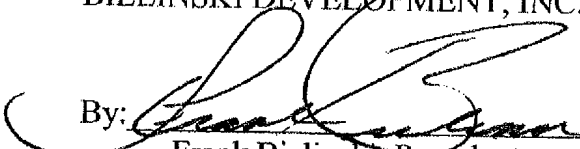
- (iii) The attached Exhibit 8E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase 9 Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article XIII nor does it represent that its submitting the Phase 9 Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 8E setting forth the remaining Expansion Real Estate.

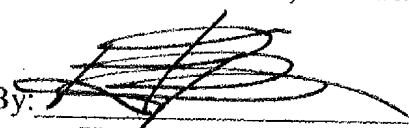
Section 5. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed this 16th day of October, 2003.

BIELINSKI DEVELOPMENT, INC.

By: 

Frank Bielinski, President

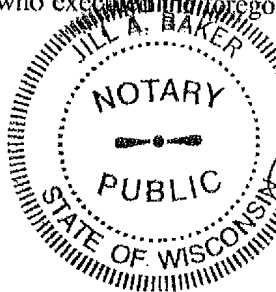
By: 

Harry Bielinski, Secretary

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 16th day of October, 2003, the above named Frank Bielinski, as President of Bielinski Development, Inc. and Harry Bielinski, as Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument in such capacities and acknowledge the same.




Jill A. Baker
Notary Public, State of Wisconsin
My Commission:
Expires 09/02/07

This instrument drafted by:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP

EXHIBIT 8-ALegal Description of Phase 9

Being a part of Outlot 6 of Fairview Estate Valley located in the NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Being a part of Outlot 6 of Fairview Estate Valley located in the NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Beginning at the Northwest corner of Phase 4; thence N.05°-54'-44"W., 196.27 feet; thence N.79°-45'-03"E., 116.42 feet to the west right-of-way of Maple Tree Lane; thence S.11°-55'-37"E., along said right-of-way, 73.00 feet; thence 81.83 feet along said right-of-way and the arc of a curve to the left, with a radius of 533.00 feet and whose chord bears S.16°-19'-31"E., 81.75 feet; thence S.63°-28'-55"W., 147.98 feet to the point of beginning. Said lands contain 22,258 S.F. (0.51 acres).

Also including the following described lands:

Beginning at the Northwest corner of Outlot 6 and the intersection of the east right-of-way of Hickory Hollow Road and the south right-of-way of Swan Drive; thence N.79°-28'-21"E., along the south right-of-way of Swan Drive, 29.86 feet; thence 93.76 feet along said right-of-way and the arc of a curve to the right, with a radius of 442.00 feet and whose chord bears N.85°-30'-57"E., 93.58 feet; thence S.11°-54'-59"E., 185.37 feet; thence S.79°-28'-21"W., 127.30 feet to the east right-of-way of Hickory Hollow Road; thence N.10°-33'-39"W., along said right-of-way, 195.22 feet to the point of beginning. Said lands contain 24,097 S.F. (0.55 acres).

8th ADDITION TO MULBERRY DOWNS

FROM: 191-04-19-27-006-006

TO

UNIT #	BLDG #	PARCEL #
24-1	24	191-04-19-27-007-419
24-2	24	-420
25-1	25	-421
25-2	25	-422
43-1	43	-423
43-2	43	-424
44-1	44	-425
44-2	44	-426

Exhibit 8-B
pg 1.

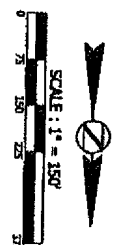
CONDOMINIUM PLAT OF EIGHTH ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

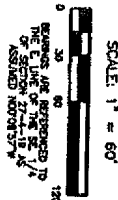
SURVEY BY
KEITH A. KINORE, RLS 2002
WISCONSIN LAND SURVEYOR
300 NORTH CIRCLE, SUITE 100
WATERTOWN, WISCONSIN 53098
(262) 844-8888

5.5 COR. SEC.
CONCRETE MONUMENT
W/BRASS CAP FOUND
N00°05'37"E
78.032'
N00°05'37"E
1887.13'
E 1/4 COR. SEC.
27-4-19
CONCRETE MONUMENT
W/BRASS CAP FOUND
S28°37'31"E
107.80'

THIS INSTRUMENT DRAFTED BY KEITH A. KINORE

LINE	PLAT	LENGTH	CHORD	BEARING	DELTA
1	467.00'	467.00'	467.00'	N89°41'18.5"W	64°02'41"
2	1467.00'	1467.00'	1467.00'	N89°41'18.5"W	171°01'17"
3	444.00'	444.00'	444.00'	N87°44'44.5"E	18°58'47"
4	458.00'	458.00'	458.00'	N87°44'44.5"E	18°58'47"
5	134.00'	134.00'	134.00'	N87°44'44.5"E	18°58'47"
6	331.00'	331.00'	331.00'	N87°44'44.5"E	18°58'47"
7	440.13'	440.13'	440.13'	N87°44'44.5"E	18°58'47"
8	433.00'	433.00'	433.00'	N87°44'44.5"E	18°58'47"
9	187.00'	187.00'	187.00'	N87°44'44.5"E	18°58'47"



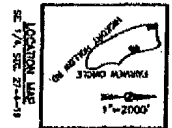
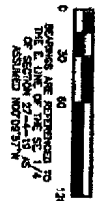
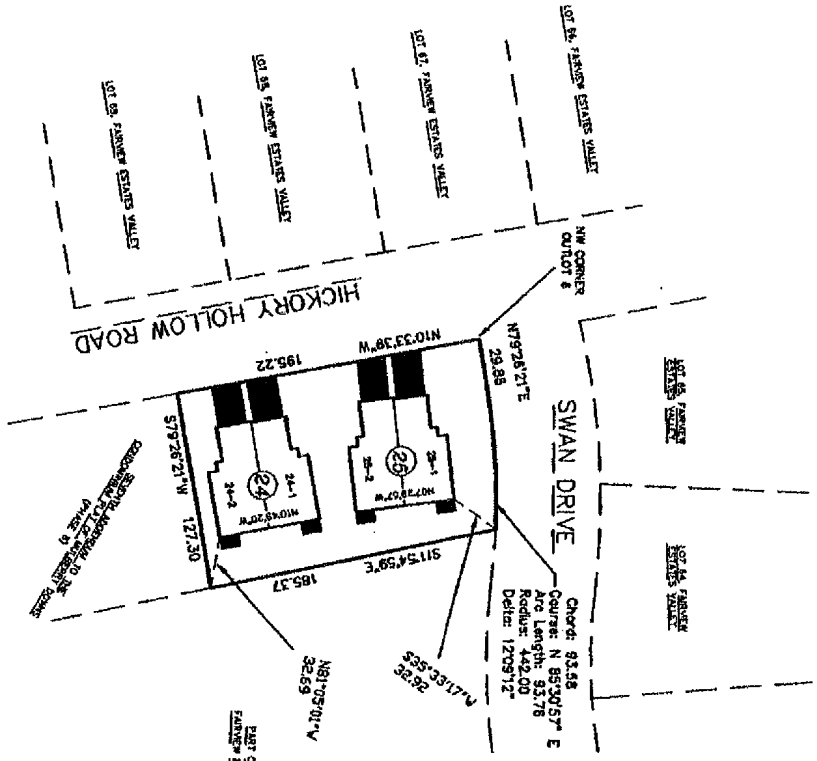


SHEET 3 OF 3

THIS INSTRUMENT DRAFTED BY KETH A. KINDRED

Exhibit 8-B
pg. 3

PROJECT#1111

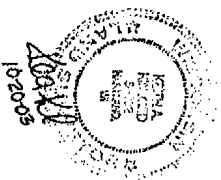


CONDONUM PLAT OF
EIGHTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS
BEING ALL OF OUTLOT 8 OF FARMER ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4, AND SW 1/4, OF THE SE 1/4 OF
SECTION 27, T.4N, R.18E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SURVEY BY:
KEITH A. KINDRED, R.S. 2002
WELCH, HANSON AND ASSOC., INC.
255 AUSTIN CIRCLE, SUITE 100
BELLEVILLE, WISCONSIN 53508
(262) 844-0883

LEGEND

— DEPOSITS UNITED COMMON
ELEMENT (U.C.E.)



FOR THE RECORD PLANS FOR BUILDINGS 24, 25, 42 AND 44 SEE PAGES 3 AND 6 OF THE
CONDOMINIUM PLAT OF THE EIGHTH ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS RECORDED AS
DOCUMENT #1748880 ON NOVEMBER 21, 2009 IN THE RACINE COUNTY REGISTER OF DEEDS
OFFICE.

THE UNITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK,
PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT
TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND
THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE
DOOR TO EACH UNIT.

THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED

SHEET 2 OF 3

104

EXHIBIT 8-ELegal Description for Expansion Real Estate

All of said Outlot 6 excepting therefrom the legal descriptions for Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7, Phase 8 and Phase 9 of Mulberry Downs Condominium.

T:\CLIENT\A\016225\0037\A0529368.1

Document Number

**NINTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUM**

Document Title

THIS NINTH AMENDMENT to Declaration of Mulberry Downs Condominium is made and entered into by Bielinski Development, Inc., a Wisconsin corporation ("Declarant").

WITNESSETH:

Recording Area

Name and Return Address:

Deborah A. Hall
Bielinski Bros. Builders
PO Box 1615
Waukesha WI 53187

PIN:

Declarant recorded a Declaration of Condominium of Mulberry Downs Condominium in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 1643393 as amended by a First Amendment recorded as Document No. 1691204, Second Amendment recorded as Document No. 1740911, Third Amendment recorded as Document No. 1749879, Fourth Amendment recorded as Document No. 1787884, Fifth Amendment recorded as Document No. 1799082, Sixth Amendment recorded as Document No. 1888342, Seventh Amendment recorded as Document No. 1920632, and Eighth Amendment recorded as Document No. 1941363 (collectively, the "Declaration"), which subjected certain property in the Village of Waterford, Wisconsin to the Condominium Ownership Act (the "Act"). In Article XIII of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase 10 Property") and to construct thereon nine (9) buildings containing a total of eighteen (18) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase 10 Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.

NOW THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby submits the Phase 10 Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and

assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Article I of the Declaration is amended by replacing the number "eighty-four (84) with one-hundred and two (102)."

Section 2. Article V of the Declaration is amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/102nd undivided interest in the Common Elements."

Section 3. Exhibits A, B, C and E to the Declaration are further amended as follows:

- (i) Exhibits A, B and D as recorded are expanded to include Exhibits 9A, 9B and 9D attached; and
- (ii) Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
26-1	622B Ravenwood Court	26	Primrose Ranch
26-2	622A Ravenwood Court	26	Primrose Ranch
27-1	620B Ravenwood Court	27	Carnation Ranch
27-2	620A Ravenwood Court	27	Carnation Ranch
28-1	618B Ravenwood Court	28	Primrose Ranch
28-2	618A Ravenwood Court	28	Primrose Ranch
29-1	616B Ravenwood Court	29	Carnation Ranch
29-2	616A Ravenwood Court	29	Carnation Ranch
38-1	622A Maple Tree Drive	38	Primrose Ranch
38-2	622B Maple Tree Drive	38	Primrose Ranch
39-1	620A Maple Tree Drive	39	Carnation Ranch
39-2	620B Maple Tree Drive	39	Carnation Ranch
40-1	618A Maple Tree Drive	40	Carnation Ranch
40-2	618B Maple Tree Drive	40	Carnation Ranch
41-1	616A Maple Tree Drive	41	Primrose Ranch
41-2	616B Maple Tree Drive	41	Primrose Ranch
42-1	614A Maple Tree Drive	42	Primrose Ranch
42-2	614B Maple Tree Drive	42	Primrose Ranch

- (iii) The attached Exhibit 9E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase 10 Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article XIII nor does it represent that its submitting the Phase 10 Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 9E setting forth the remaining Expansion Real Estate.

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

Executed this 3rd day of May, 2004.

BIELINSKI DEVELOPMENT, INC.

By: _____

Joseph P. Harvey, CFO

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of May, 2004, the above named Joseph P. Harvey, Chief Financial Officer of Bielinski Development, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledge the same.

Deborah A. Hall
Notary Public, State of Wisconsin
My Commission expires February 3, 2008

This instrument drafted by:

Frank Bielinski
Bielinski Development,
Inc.

EXHIBIT 9-ALegal Description of Phase 10

Being a part of Outlot 6 of Fairview Estate Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of Outlot 6 of Fairview Estates Valley; thence N79°26'21"E, 29.86 feet; thence 93.76 feet along an arc of a curve to the right with a radius of 442.00 feet whose chord bears N85°30'57"E, 93.58 feet to the POINT OF BEGINNING of said parcel; thence 34.40 feet along an arc of a curve to the right with a radius of 442.00 feet whose chord bears S86°10'39"E, 34.40 feet; thence 128.23 feet along an arc of a curve to the left with a radius of 436.00 feet whose chord bears N87°37'37"E, 127.77 feet; thence 381.96 feet along the arc of a curve to the left with a radius of 3,188.43 feet whose chord bears S13°45'55"E, 381.73 feet; thence 37.08 feet along an arc of a curve to the left with a radius of 23.00 feet whose chord bears S62°00'41"E, 33.19 feet; thence 248.33 feet along an arc of a curve to the right with a radius of 53.50 feet whose chord bears S28°20'11"W, 73.59 feet; thence 115.51 feet along an arc of a curve to the right with a radius of 3,218.43 feet whose chord bears N17°30'22"W, 115.50 feet; thence S78°05'35"W, 138.11 feet; thence N11°54'59"W, 374.53 feet to the point of beginning. Said lands contain 68,654 square feet (1.58 acres.)

Also beginning at the Northeast corner of Outlot 6 of Fairview Estates Valley; thence S44°15'54"E, 93.04 feet; thence 75.63 feet along the arc of a curve to the right with a radius of 134.00 feet whose chord bears S28°05'45.5"E, 74.63 feet; thence S11°55'37"E, 311.07 feet; thence S79°45'03"W, 116.42 feet; thence N14°27'47"W, 309.27 feet; thence N32°33'55"W, 126.30 feet; thence 108.77 feet along the arc of a curve to the left with a radius of 436.00 feet whose chord bears N61°35'17"E, 108.48 feet to the point of beginning. Said lands contain 55,729 square feet (1.28 acres.)

9th Addition to Mulberry Downs

From: 191-04-19-27-006-006

To:

Unit #	Building #	Parcel #
26-1	26	191-04-19-27-007- 427
26-2	26	191-04-19-27-007- 428
27-1	27	191-04-19-27-007- 429
27-2	27	191-04-19-27-007- 430
28-1	28	191-04-19-27-007- 431
28-2	28	191-04-19-27-007- 432
29-1	29	191-04-19-27-007- 433
29-2	29	191-04-19-27-007- 434
38-1	38	191-04-19-27-007- 435
38-2	38	191-04-19-27-007- 436
39-1	39	191-04-19-27-007- 437
39-2	39	191-04-19-27-007- 438
40-1	40	191-04-19-27-007- 439
40-2	40	191-04-19-27-007- 440
41-1	41	191-04-19-27-007- 441
41-2	41	191-04-19-27-007- 442
42-1	42	191-04-19-27-007- 443
42-2	42	191-04-19-27-007- 444

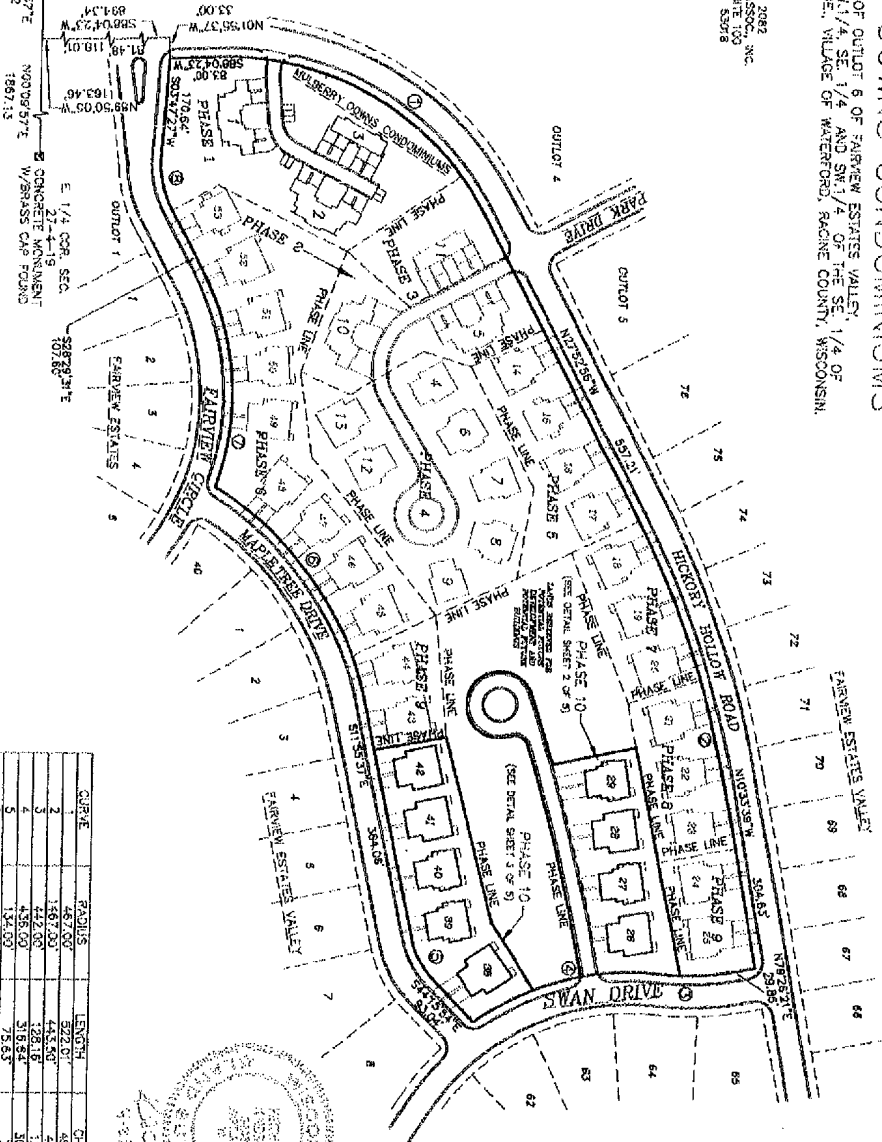
CONDOMINIUM PLAT OF NINTH ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.15E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

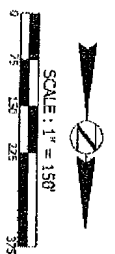
SURVEY BY
KEITH A. KINZRED, P.L.S. 2002
KEITH A. KINZRED AND ASSOC., INC.
2500 WILSON DRIVE, SUITE 100
DALLAS, TEXAS 75201
(214) 346-6550

PROJECT#1111

S.E. COR. SEC.
27-4-8
CONCRETE MONUMENT
W/BRASS CAP FOUND
780.32
1897.13



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
1	1487.00	922.07	498.29	N59°54'18.5"W	64°02'41"
2	1487.00	442.00	442.00	N19°31'17.3"W	17°18'17"
3	1487.00	442.00	442.00	N87°44'24.5"E	18°36'47"
4	1487.00	318.84	318.84	N18°14'48.8"E	41°35'38"
5	1487.00	75.83	75.83	N89°09'48.3"E	22°20'17"
6	1487.00	442.00	442.00	N89°09'48.3"E	47°06'43"
7	1487.00	350.80	350.80	S84°18'31.8"E	28°33'54"
8	1487.00	77.43	77.43	S16°27'33.2"E	



THIS INSTRUMENT DRAFTED BY KEITH A. KINZRED

SHEET 1 OF 3

CONDOMINIUM PLAT OF NINTH ADDENDUM TO MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 8 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SURVEY BY
JAMES J. WILSON, JR.
WILSON & ASSOCIATES, INC.
3555 AUSTIN CIRCLE, SUITE 100
DELAWARE, WISCONSIN 53018
(262) 645-4855

LEGEND

███ - PROJECT UNIT COMMON ELEMENT (L.U.E.)

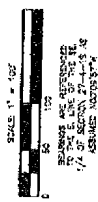
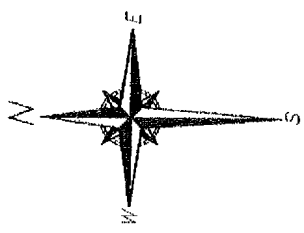
Phase 10 Legal Description
SE SHEET 3 OF 5



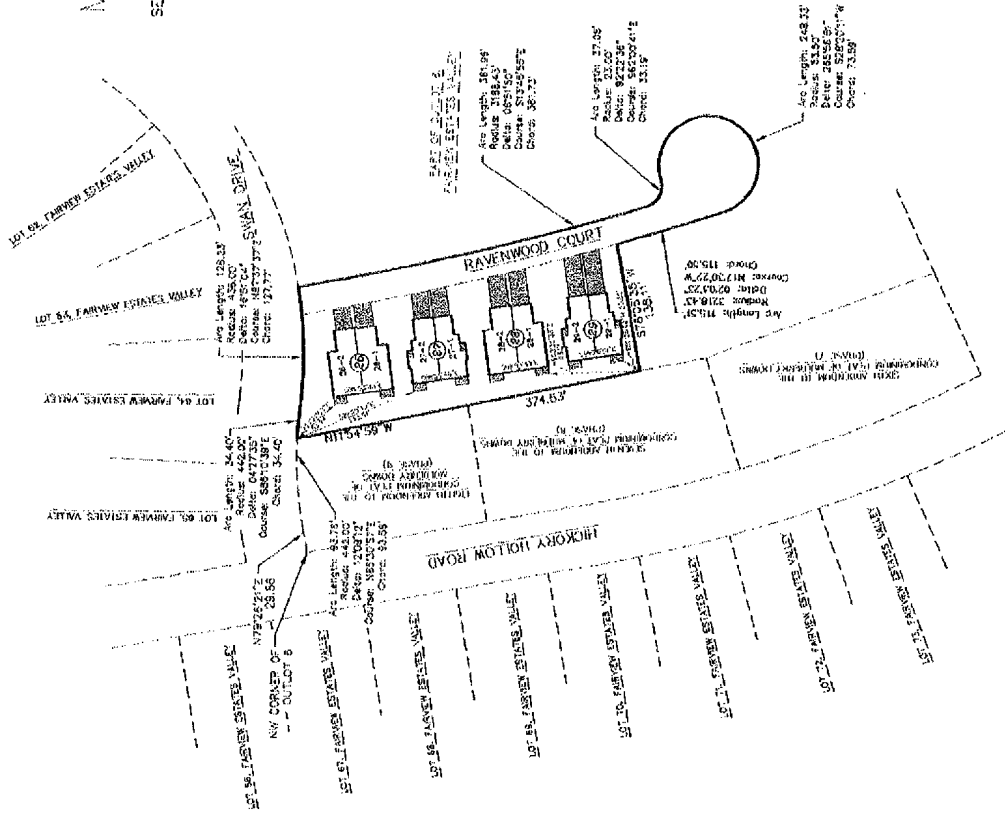
SHEET 3 OF 5

THIS INSTRUMENT DRAFTED BY KEITH A. KROEDER

PROJECT#1111



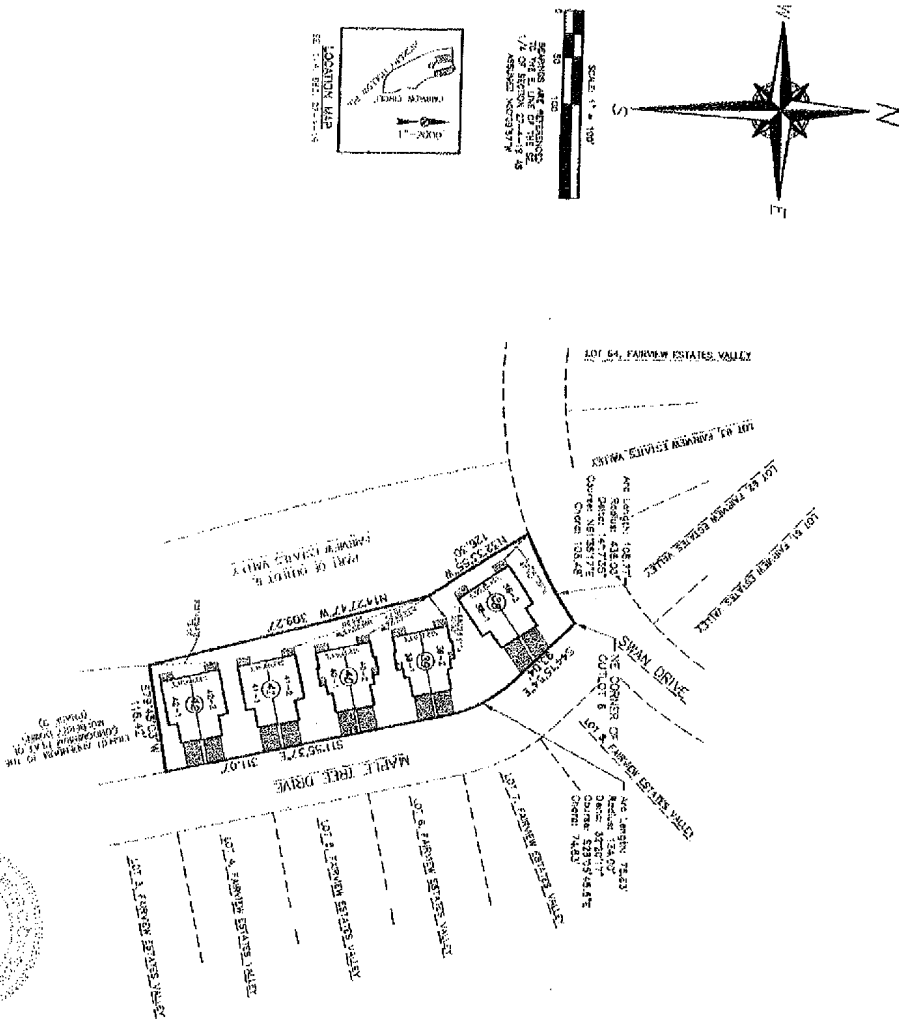
LOCATION MAP
1/4 NW, SE 1/4, SW 1/4



THIS INSTRUMENT DRAFTED BY KETHA A. KINGDOM



21
 22
 23
 24



CONDOMINIUM FLAT OF
NINTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS

BEING ALL OF OUTLOT 6 OF FARMER ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, MADISON COUNTY, WISCONSIN.

SURETY BY
KETH A. ROBERT, P.S. 2032
WELDON HANSON AND ASSOC., INC.
335 AUSTIN CIRCLE, SUITE 100
OCELFIELD, MICHIGAN, 48068
(248) 846-8855

LEGEND
--- DEPOSITS LIMITED COMMON
ELEMENT (L.C.E.)

Phase 10 Legal Description

Range 2, Section 5 of FORTMAN Estates Valley located in the NW 1/4, SE 1/4 and SW 1/4 of the SE 1/4 of Section 47, Town 4 North, Range 12 East, Village of Watertown, Racine County, Wisconsin, more fully described as follows:

[illegible]

Legal Description: Expansion Rec'd Estate

All at Fort Croft & adjoining "Heather" Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7, Phase 8, Phase 9, and Phase 10.

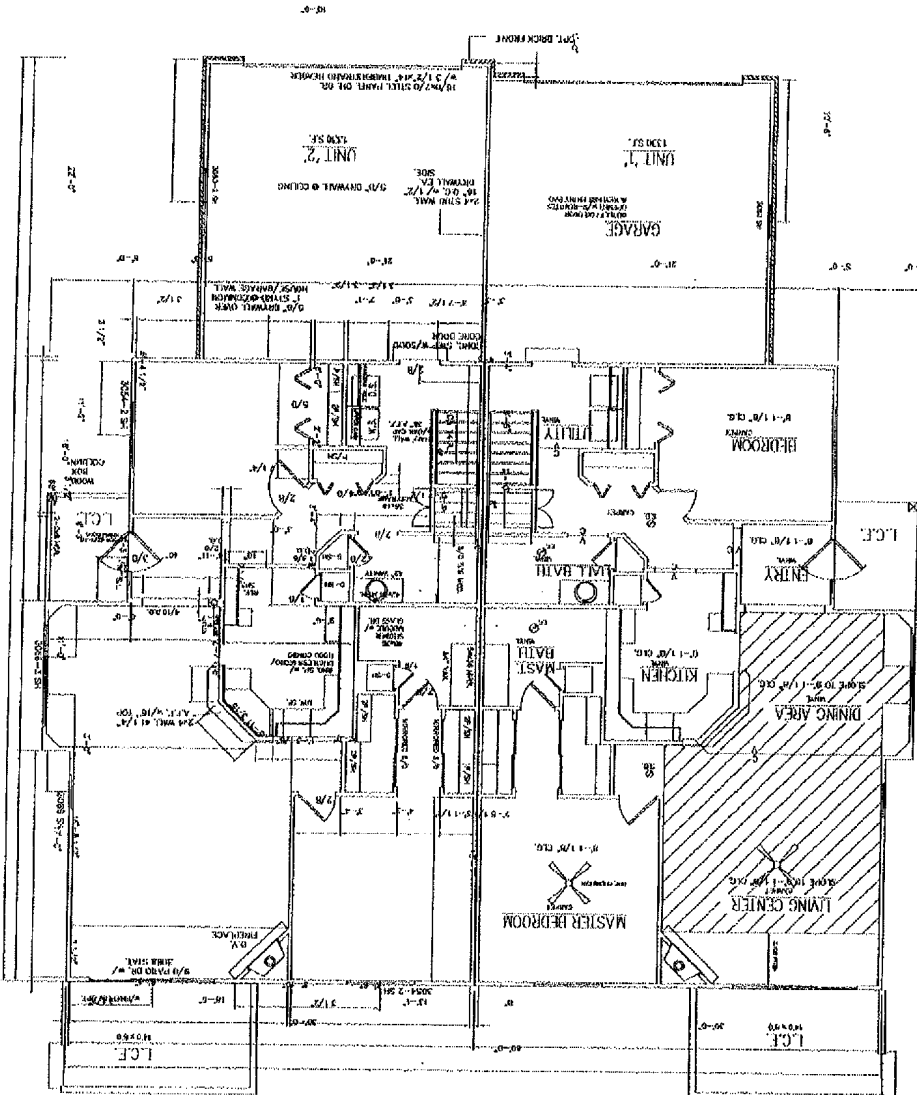
SURVEYOR'S CERTIFICATE

[illegible]

THE UNITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

CONDOMINIUM PLAT OF
NINTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS
BEING ALL OF LOT 9 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T4N, R18E, WILSON OF WATERFORD, RACINE COUNTY, WISCONSIN.

CARNATION RIGHT FLOOR PLAN
BUILDING # 27, 28, 29 & 30
NOT TO SCALE



THIS INSTRUMENT DRAFTED BY KEITH A. KINDRED

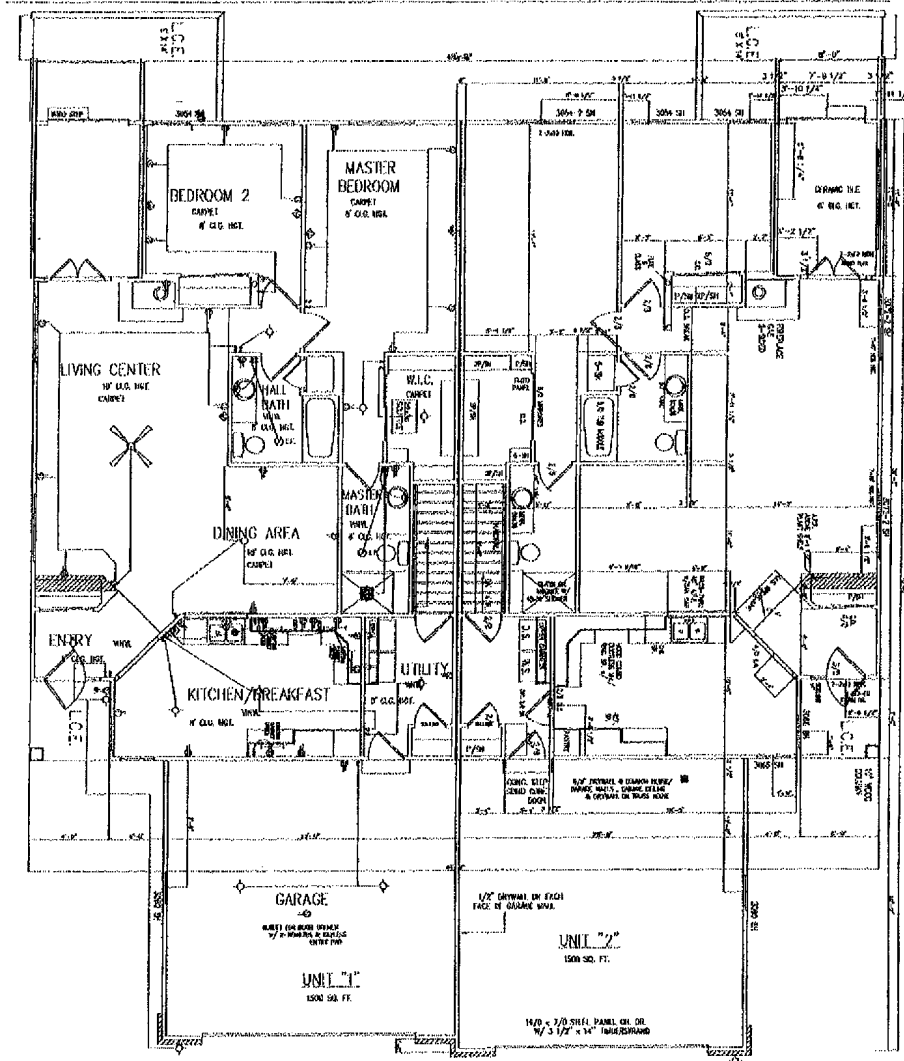
NOTE: L.C.E. DEPICTS A UNITED COMMON ELEMENT

SHEET 4 OF 5

PROJECT #1111

NOTE: L.O.E. DENOTES A LIMITED COMMON ELEMENT

THIS INSTRUMENT DRAFTED BY KEITH A. KROEDER



PRIMROSE RIGHT FLOOR PLAN
BUILDING # 28, 29, 30, 31 & 32
NOT TO SCALE

CONDOMINIUM PLAN OF
NINTH ADDENDUM TO
MULBERRY DOWNS CONDOMINIUMS
BEING ALL OF OUTLOT 5 OF FARVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T4N, R19E, VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SHEET 5 OF 5

0000118

DOC # 1950789

Recorded

JAN. 06, 2004 AT 11:02AM

AFFIDAVIT OF CORRECTION

Document Number

Document Title

The undersigned, Timothy J. Voeller ("Affiant") executed an Affidavit of Correction dated September 3, 2003 and recorded with the Register of Deeds of Racine County on September 10, 2003 as Document Number 1848850 ("Incorrect Affidavit") purporting to correct the Fifth Amendment to Declaration of Condominium of Mulberry Downs Condominium executed by Bielinski Development, Inc. with a date of October 31, 2001 and recorded with the Register of Deeds of Racine County on November 12, 2001 as Document Number 1799082 ("Amendment") affecting certain real estate described on Exhibit A.

AFFIANT makes this affidavit for the purpose of correcting the addresses of certain Units declared by the Amendment and incorrectly corrected by the Incorrect Affidavit with the following correct addresses:

Unit No.	Unit Address
49-1	535B Fairview Circle
49-2	535A Fairview Circle
50-1	537B Fairview Circle
50-2	537A Fairview Circle
51-1	539B Fairview Circle
51-2	539A Fairview Circle
52-1	541B Fairview Circle
52-2	541A Fairview Circle
53-1	543B Fairview Circle
53-2	543A Fairview Circle

Recording Area

Name and Return Address:

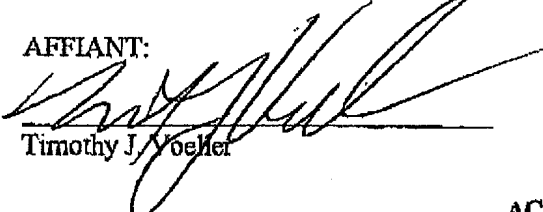
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue Suite
3300
Milwaukee, WI 53202

PIN: 191-04-19-27-007-397
191-04-19-27-007-398

191-04-19-27-007-399
191-04-19-27-007-400
191-04-19-27-007-401
191-04-19-27-007-402
191-04-19-27-007-403
191-04-19-27-007-404
191-04-19-27-007-405
191-04-19-27-007-406

Executed this 16th day of December, 2003.

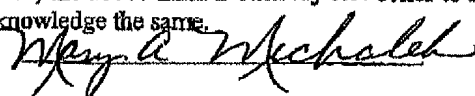
AFFIANT:


Timothy J. Voeller

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 16th day of December, 2003, the above named Timothy J. Voeller to me known to be the person who executed the foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin

My Commission: 11.18.07

This instrument drafted by:
Teig R. Whaley-Smith, Esq.
Michael Best & Friedrich LLP

114

0000119

EXHIBIT A

Being a part of Outlot 6 of Fairview Estate Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Beginning at the northeast corner of Phase 1; thence S 61° 30' 29" W, 85.00 feet to a point; thence N 63° 32' 48" W, 233.02 feet to a point; thence N 19° 33' 49" E, 205.53 feet to a point; thence N 08° 35' 37" W, 137.74 feet to a point; thence N 38° 37' 21" W, 325.00 feet to a point; thence N 63° 28' 55" E, 147.98 feet to a point; thence 358.29 feet along an arc of a curve to the left with a radius of 533.00 feet whose chord bears S 39° 58' 52" E, 351.59 feet to a point; thence 360.60 feet along an arc of a curve to the left with a radius of 433.00 feet whose chord bears S 04° 38' 3.5"E, 350.27 feet to a point; thence S 28° 29' 31" E, 107.60 feet to the point of beginning. Said lands contain 112,982 square feet (2.59 acres).

T:\clients\016225\0037\A\0708751.1

0000120

DOC # 1950790
Recorded
JAN. 06, 2004 AT 11:02AM

AFFIDAVIT OF CORRECTION

Document Number

Document Title

The undersigned, Timothy J. Voeller ("Affiant"), drafted an Affidavit of Correction executed by Bielinski Development, Inc. dated October 16, 2002 and recorded with the Register of Deeds of Racine County on November 26, 2002 as Document No. 1865774 ("Incorrect Affidavit") purporting to correct a Condominium Deed from Bielinski Development, Inc. to Delwin G. Ahearn and Jean M. Ahearn, husband and wife ("Deed") with a date of March 28, 2002 and recorded with the Register of Deeds of Racine County on April 26, 2002 as Document Number 1828463 affecting certain real estate described on Exhibit A.

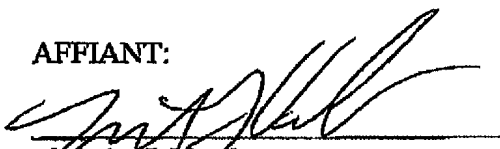
AFFIANT makes this affidavit for the purpose of correcting the Unit Number and Tax Key Number conveyed by the Deed and incorrectly corrected by the Incorrect Affidavit with the following correct Unit Number and Tax Key Number and correcting Exhibit A:

Unit Number
53-1

Tax Key Number
191-04-19-27-007-405

Executed the 16th day of December, 2003.

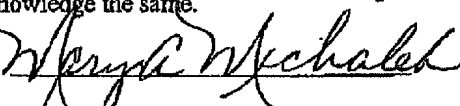
AFFIANT:


Timothy J. Voeller

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 16th day of December, 2003, the above named Timothy J. Voeller to me known to be the person who executed the foregoing instrument and acknowledge the same.


Notary Public, State of Wisconsin

My Commission: 11-18-07

This instrument drafted by:
Teig R. Whaley-Smith, Esq.
Michael Best & Friedrich LLP



MARK LADD
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$13.00



Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202

13-

PIN: 191-04-19-27-007-405

000012

EXHIBIT A

Unit No. 53-1 in Building No. 53 and so much of the undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as MULBERRY DOWNS CONDOMINIUMS created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on August 31, 1998 in the Office of the Register of Deeds for Racine County, Wisconsin in Volume 2805 of Records at page 913, as Document No. 1643393, and First Amendment to Declaration recorded on July 1, 1999, as Document No. 1691204 and by Second Amendment to Declaration recorded on September 1, 2000 as Document No. 1740911 and by Third Amendment to Declaration recorded on November 21, 2000, as Document No. 1749879, and by Fourth Amendment to Declaration recorded on August 27, 2001, as Document No. 1787884, and by Fifth Amendment recorded on November 12, 2001 as Document No. 1799082. The post office address of the above unit is 543B Fairview Circle, Waterford, Wisconsin.

T:\clients\016225\0037\A0708765.1

Document Number

**TENTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM OF
MULBERRY DOWNS
CONDOMINIUM**

Document Title

THIS TENTH AMENDMENT to Declaration of Mulberry Downs Condominium is made and entered into by Bielinski Development, Inc., a Wisconsin corporation ("Declarant").

WITNESSETH:

Declarant recorded a Declaration of Condominium of Mulberry Downs Condominium in the Office of the Register of Deeds for Racine County, Wisconsin as Document No. 1643393 as amended by a First Amendment recorded as Document No. 1691204, Second Amendment recorded as Document No. 1740911, Third Amendment recorded as Document No. 1749879, Fourth Amendment recorded as Document No. 1787884, Fifth Amendment recorded as Document No. 1799082, Sixth Amended recorded as Document No. 1888342, Seventh Amendment recorded as Document No. 1920632, Eighth Amendment recorded as Document No. 1941363 and Ninth Amendment recorded as Document No. 1969561 (collectively, the "Declaration"), which subjected certain property in the Village of Waterford, Wisconsin to the Condominium Ownership Act (the "Act"). In Article XIII of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration parts or all of the real estate described in Exhibit E of the Declaration (the "Expansion Real Estate") and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (the "Phase XI Property") and to construct thereon eight (8) buildings containing a total of sixteen (16) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and sub-surface utility improvements.

The Phase XI Property and improvements thereon, together with the condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Owner" shall mean the owner of a unit in any of the buildings previously declared or declared herein, unless otherwise limited.



MARK LADD
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$27.00



Recording Area

Name and Return Address:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, WI 53187

PIN:

27-

NOW THEREFORE, Declarant, pursuant to Article XIII of the Declaration, hereby submits the Phase XI Property and improvements to the Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, the Declaration and all matters of record on the date hereof and the following restrictions and conditions:

Section 1. Article I of the Declaration is amended by replacing the number "one hundred two (102)" with "one hundred eighteen (118)."

Section 2. Article V of the Declaration is amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Residential Unit shall include a 1/118th undivided interest in the Common Elements."

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

- (i) Exhibits A, B and D as recorded are expanded to include Exhibits 10A, 10B and 10D attached; and
- (ii) Exhibit C of the Declaration is amended by adding to it the following:

All addresses are Waterford, Wisconsin 53185:

<u>Unit No.</u>	<u>Unit Address</u>	<u>Building Number</u>	<u>Floor Plan Style</u>
30-1	614A Ravenwood Court	30	Primrose Right
30-2	614B Ravenwood Court	30	Primrose Right
31-1	612A Ravenwood Court	31	Carnation Right
31-2	612B Ravenwood Court	31	Carnation Right
32-1	610A Ravenwood Court	32	Primrose Right
32-2	610B Ravenwood Court	32	Primrose Right
33-1	608A Ravenwood Court	33	Carnation Right
33-2	608B Ravenwood Court	33	Carnation Right
34-1	615A Ravenwood Court	34	Primrose Right
34-2	615B Ravenwood Court	34	Primrose Right
35-1	617A Ravenwood Court	35	Carnation Right
35-2	617B Ravenwood Court	35	Carnation Right
36-1	619A Ravenwood Court	36	Primrose Right
36-2	619B Ravenwood Court	36	Primrose Right
37-1	621A Ravenwood Court	37	Carnation Right
37-2	621B Ravenwood Court	37	Carnation Right

(iii) The attached Exhibit 10E replaces Exhibit E.

Section 4. By Declarant's submission of the Phase XI Property to the Act and Declaration, Declarant does not waive any of the rights reserved to it in Article XIII nor does it represent that its submitting the Phase XI Property to the Act fully exercises its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto is Exhibit 10E setting forth the remaining Expansion Real Estate.

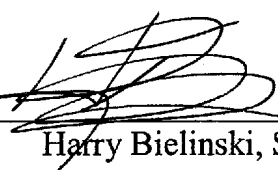
Section 5. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed this 16th day of December, 2004.

BIELINSKI DEVELOPMENT, INC.

By: 

Frank Bielinski, President

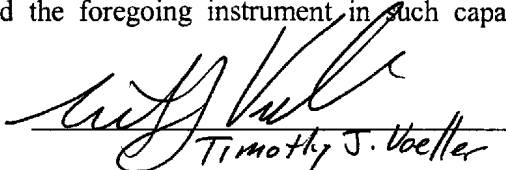
By: 

Harry Bielinski, Secretary

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 16th day of December, 2004, the above named Frank Bielinski, as President of Bielinski Development, Inc. and Harry Bielinski, as Secretary of Bielinski Development, Inc., to me known to be the persons who executed the foregoing instrument in such capacities and acknowledge the same.



Notary Public, State of Wisconsin

My Commission:

15 permanent

This instrument drafted by:
Timothy J. Voeller, Esq.
Michael Best & Friedrich LLP

EXHIBIT 10-ALegal Description of Phase XI

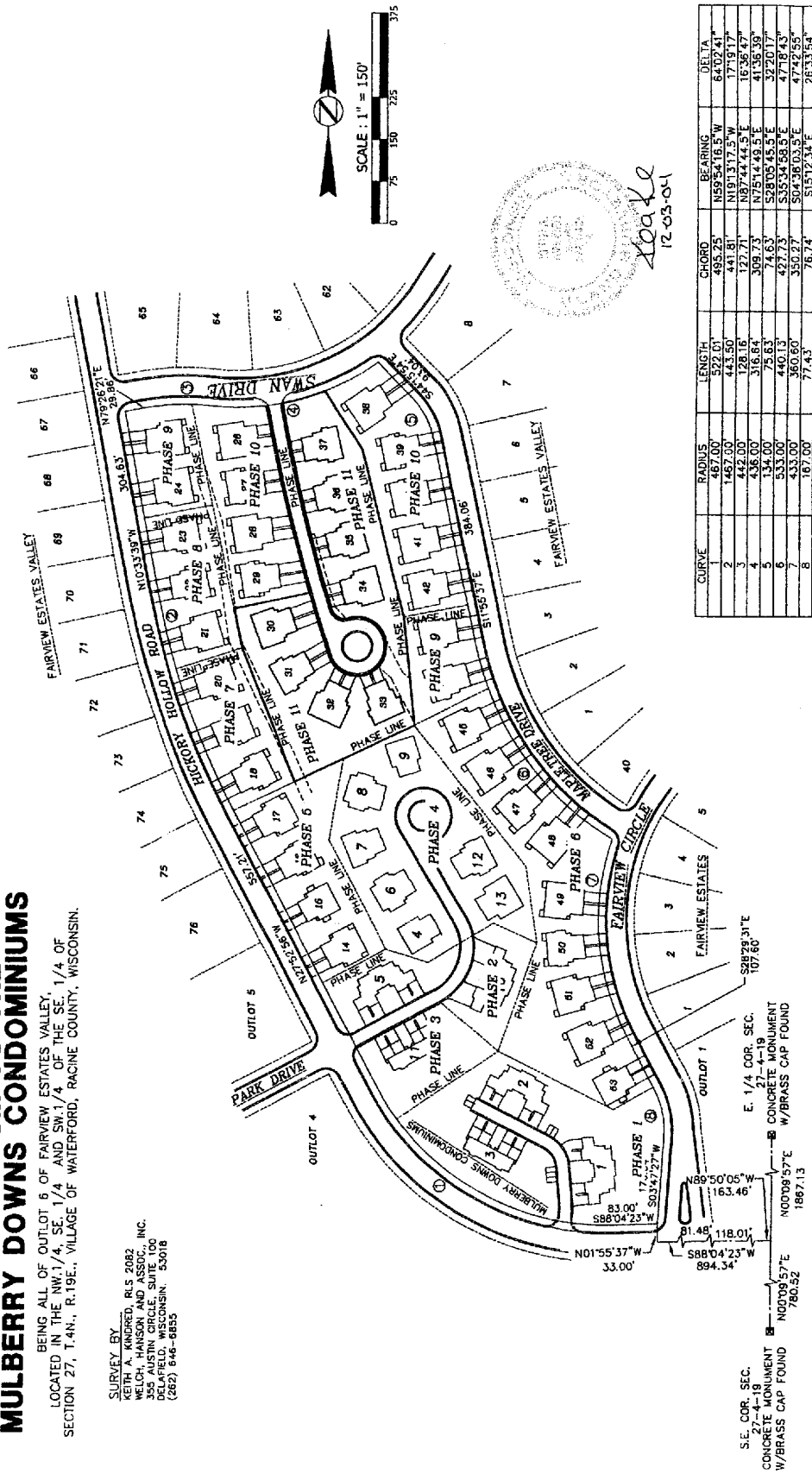
Being a part of Outlot 6 of Fairview Estates Valley located in the NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of Outlot 6 of Fairview Estates Valley; thence N79°26'21"E, 29.86 feet; thence 128.16 feet along an arc of a curve to the right with a radius of 442.00 feet whose chord bears N87°44'45"E., 127.71 feet; thence 128.23 feet along an arc of a curve to the left with a radius of 436.00 feet whose chord bears N87°37'37"E., 127.77 to the point of beginning of said parcel; thence 79.63 feet along an arc of a curve to the left with a radius of 436.00 feet whose chord bears N73°57'32"E., 79.52; thence S 32°33'55"E., 126.30 feet; thence S 14°27'47"E., 309.27 feet; thence S 05°54'44"E., 196.27 feet; thence S 65°09'07"W., 141.09 feet; thence S 64°31'11"W., 98.53 feet; thence N 21°27'45"W., 258.64 feet; thence N 11°54'59"W., 72.25 feet; thence N 78°05'35"E., 138.11 feet; thence 115.51 feet along the arc of a curve to the left having a radius of 3,218.43 feet whose chord bears S.17°30'22"E., 115.50 feet; thence 248.33 feet along the arc of a curve to the left having a radius of 53.50 feet whose chord bears N.28°20'11"E., 73.59 feet; thence 37.08 feet along the arc of a curve to the right having a radius of 23.00 feet whose chord bears N.62°00'41"W., 33.19 feet; thence 381.96 feet along the arc of a curve to the right having a radius of 3,188.43 feet whose chord bears N.13°45'55"W., 381.73 feet to the point of beginning. Said lands contain 111,468 square feet (2.559 acres).

CONDOMINIUM PLAT OF **TENTH ADDENDUM TO THE MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF OUTLOT 6, OF FAIRVIEW ESTATES VALLEY,
 LOCATED IN THE NW 1/4, SEC. 1/4 AND SW 1/4 OF THE SE. 1/4 OF
 SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SURVEY BY
 KEITH A. KINDRED, RLS 2082
 WELCH, HANSON AND ASSOC., INC.
 1500 ASTOR DRIVE, SUITE 100
 DELAWARE, WISCONSIN 53018
 (262) 646-6852



THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

PROJECT #11111

SHEET 1 OF 4

**TENTH ADDENDUM TO THE
CONDOMINIUM PLAT OF
MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW.1/4, SE. 1/4 AND SW.1/4 OF THE SE. 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.

SURVEY BY
KEITH A. KINDRED, RLS 2082
WELCH, HANSON AND ASSOC., INC.
335 AUSTIN CIRCLE, SUITE 100
DELAFIELD, WISCONSIN. 53018
(262) 848-6855

LEGEND
 - DENOTES LIMITED COMMON ELEMENT (L.C.E.)

Phase 11 Legal Description

Being a part of Outlot 5 of Fairview Estates Valley located in the NW ¼, SE ¼ and SW ¼ of the SE ¼ of Section 27, Town 4 North, Range 19 East, Village of Watford, Racine County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of outlet 6 of Fairview Estates Valley, thence N 72°28'11"W, 20.89 feet; thence 126.16 feet along the arc of a curve to the right having the radius of 42.80 feet; thence 128.23 feet along the arc of a curve to the left with a radius of 436.00 feet; thence 128.23 feet along the arc of a curve to the left with a radius of 436.00 feet; thence 79.63 feet along an arc of a curve to the left with a radius of 436.00 feet whose chord bears N73°57'32"E, 79.52 feet; thence 32.37°55'E, 128.30 feet; thence N 142°47'47"E, 309.27 feet; thence S 75°54'42"E, 196.27 feet; thence S 65°09'07"W, 141.08 feet; thence S 64°31'11"W, 98.53 feet; thence N 21°27'45"W, 258.64 feet; thence N 11°54'59"W, 72.25 feet; thence N 78°05'35"E, 138.11 feet; thence 115.51 feet along the arc of a curve to the left having a radius of 3.2184 feet whose chord bears S17°30'22"E, 115.50 feet; thence 248.33 feet along the arc of a curve to the left having a radius of 53.50 feet whose chord bears N 26°20'11"E, 273.59 feet; thence 37.08 feet along the arc of a curve to the right having the radius of 37.08 feet; thence 11.43 feet along the arc of a curve to the right having the radius of 1.1384 feet whose chord bears N13°45'55"W, 381.73 feet to the point of beginning. said lands contain 111,468 square feet (2.559 acres).

EXPANSION LANDS: None

SURVEYOR'S CERTIFICATE

I, Keith A. Kindred, do hereby certify that the Condominium Plot of the Tenth Addendum to Mulberry Condominiums, consisting of four units, is a correct representation of the Condominium Units, and the identification and location of each unit and the common elements, as described, and the location of the property and the common elements described in the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible improvements.

Date this 3rd day of December 2004

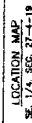
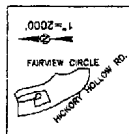
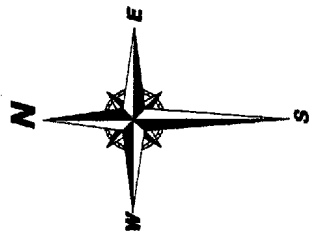
Keith A. Kindred, R.L.S. 2082

THE LIMITED COMMON ELEMENTS CONSIST OF THE OUTSIDE DECK, PATIO OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT TO WHICH IT HAS ACCESS BY A DOOR FROM THE UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

PROJECT#11111

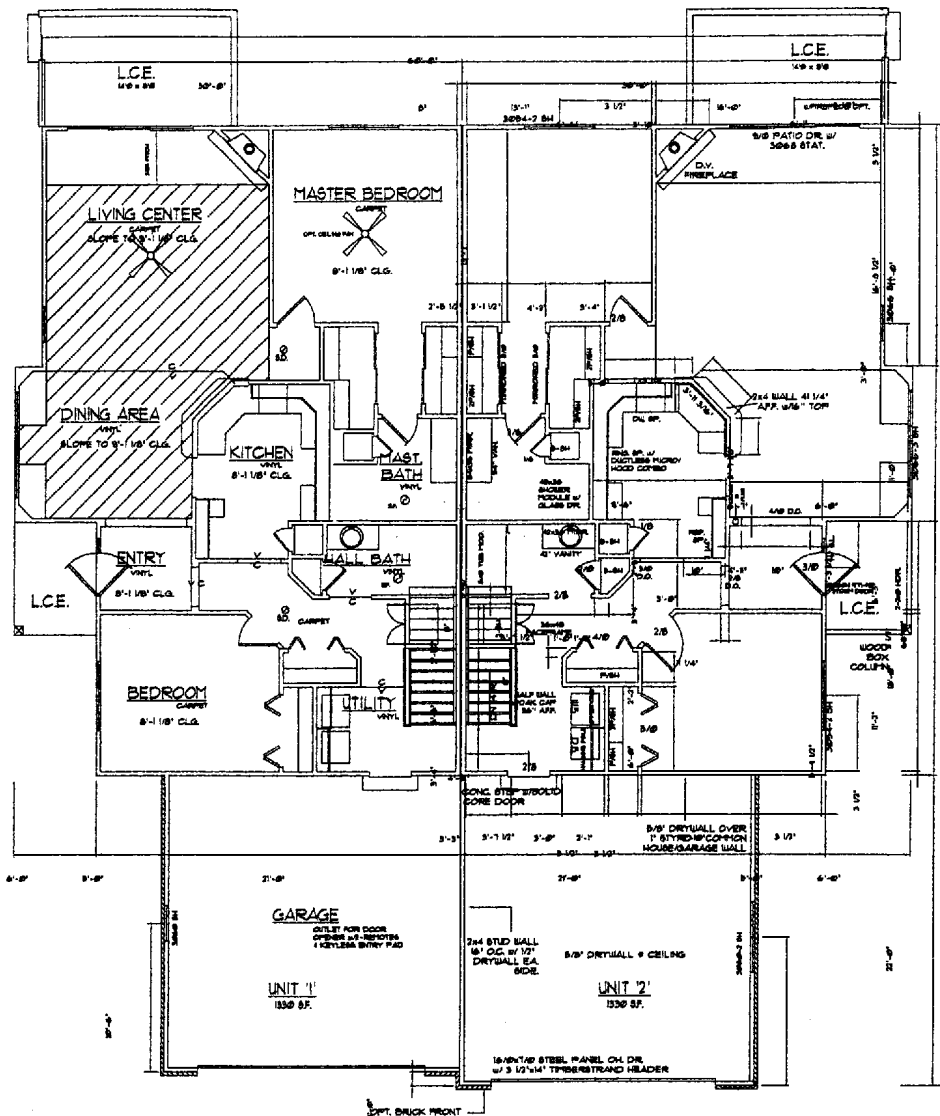
THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 2 OF 4



**CONDOMINIUM PLAT OF
TENTH ADDENDUM TO THE
MULBERRY DOWNS CONDOMINIUMS**

BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY,
LOCATED IN THE NW 1/4, SE 1/4 AND SW 1/4 OF THE SE 1/4 OF
SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.



CARNATION RIGHT FLOOR PLAN
BUILDING # 31, 33, 35 & 37
NOT TO SCALE

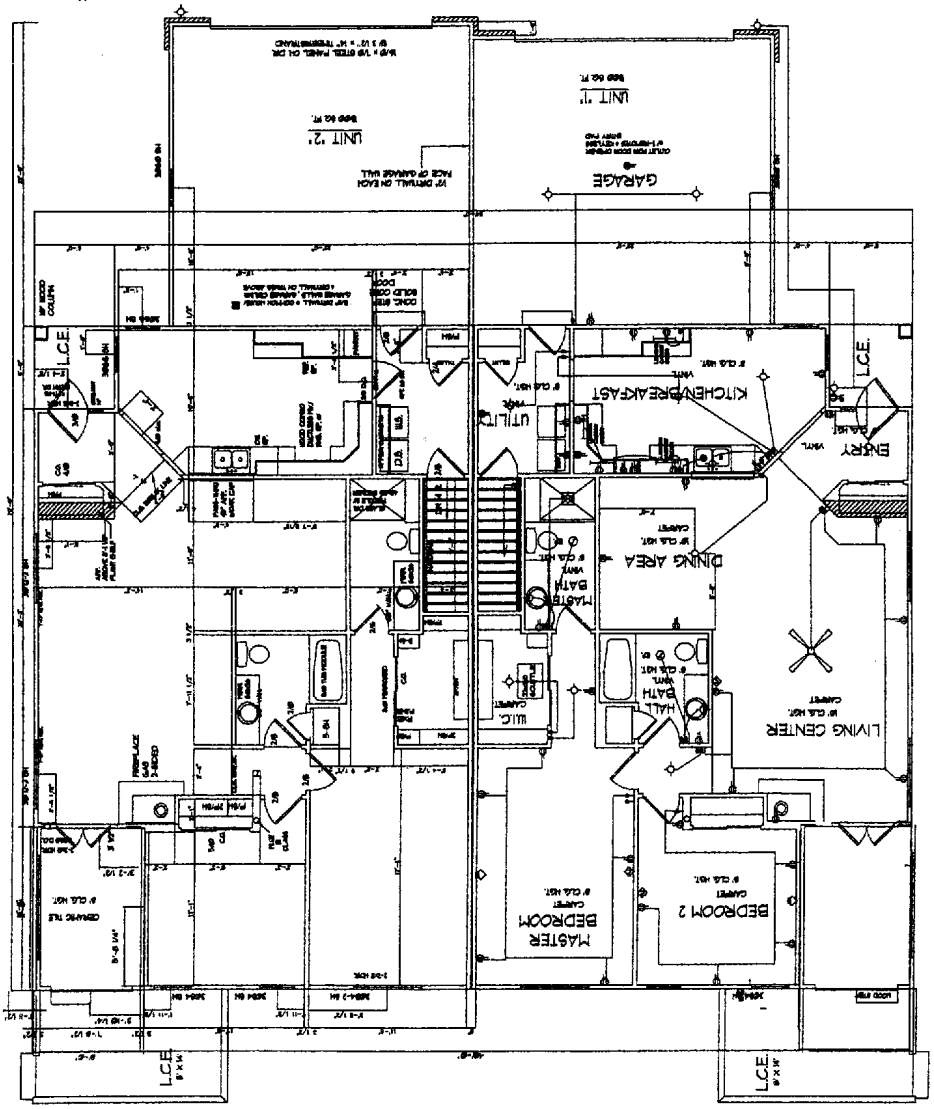
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 3 OF 4

PROJECT #11111

CONDOMINIUM PLAT OF
**TENTH ADDENDUM TO THE
 MULBERRY DOWNS CONDOMINIUMS**
 BEING ALL OF OUTLOT 6 OF FAIRVIEW ESTATES VALLEY,
 LOCATED IN THE NW 1/4, SE. 1/4 AND SW 1/4 OF THE SE. 1/4 OF
 SECTION 27, T.4N., R.19E., VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.



PRIMROSE RIGHT FLOOR PLAN
 BUILDING # 30, 32, 34, & 36
 NOT TO SCALE

NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT

PROJECT #11111

THIS INSTRUMENT DRAFTED BY PETER A. TUFTEE

SHEET 4 OF 4

EXHIBIT 10-ELegal Description for Expansion Real Estate

There is no remaining Expansion Real Estate.

FROM	191-04-19-27-006-006
TO	
UNIT #	PARCEL #
30-1	191-04-19-27-007-445
30-2	191-04-19-27-007-446
31-1	191-04-19-27-007-447
31-2	191-04-19-27-007-448
32-1	191-04-19-27-007-449
32-2	191-04-19-27-007-450
33-1	191-04-19-27-007-451
33-2	191-04-19-27-007-452
34-1	191-04-19-27-007-453
34-2	191-04-19-27-007-454
35-1	191-04-19-27-007-455
35-2	191-04-19-27-007-456
36-1	191-04-19-27-007-457
36-2	191-04-19-27-007-458
37-1	191-04-19-27-007-459
37-2	191-04-19-27-007-460

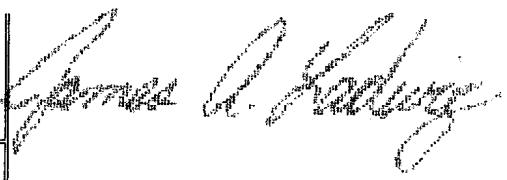
AFFIDAVIT OF CORRECTION

Document Number

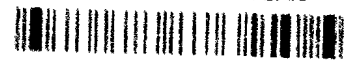
Document Title

The undersigned, Timothy J. Voeller ("Affiant") drafted a Fifth Amendment to Declaration of Condominium of Mulberry Downs Condominium ("Amendment") executed by Bielinski Development, Inc. with a date of October 31, 2001 and recorded with the Register of Deeds of Racine County on November 12, 2001 as Document Number 1799082 affecting certain real estate described on Exhibit A and transposed the addresses for certain Units declared therein. Affiant executed an Affidavit of Correction dated September 3, 2002 and recorded same with the Register of Deeds of Racine County on September 10, 2002 as Document Number 1848850 and Affiant executed another Affidavit of Correction dated December 16, 2003 and recorded same with the Register of Deeds of Racine County on January 6, 2004 as Document Number 1950789 ("Superseded Affidavits") that purported to correct the Amendment's address errors.

Affiant makes this affidavit for the purpose of correcting the addresses of certain Units declared by the Amendment and incorrectly corrected by the Superseded Affidavits with the following correct addresses:



JAMES A. LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$15.00



Recording Area

Name and Return Address:

Timothy J. Voeller
Bielinski Homes
PO Box 1615
Waukesha WI 53187-1615

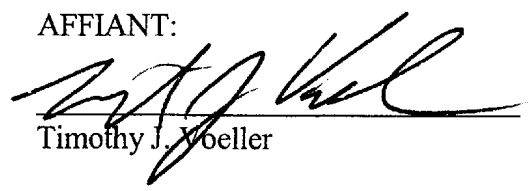
15-

PIN:

<u>Building No.</u>	<u>Unit No.</u>	<u>Unit Address</u>	<u>Parcel Identification Number</u>
49	49-1	535A Fairview Circle	191-04-19-27-007-397
49	49-2	535B Fairview Circle	191-04-19-27-007-398
50	50-1	537A Fairview Circle	191-04-19-27-007-399
50	50-2	537B Fairview Circle	191-04-19-27-007-400
51	51-1	539A Fairview Circle	191-04-19-27-007-401
51	51-2	539B Fairview Circle	191-04-19-27-007-402
52	52-1	541A Fairview Circle	191-04-19-27-007-403
52	52-2	541B Fairview Circle	191-04-19-27-007-404

Executed this 26th day of April, 2005.

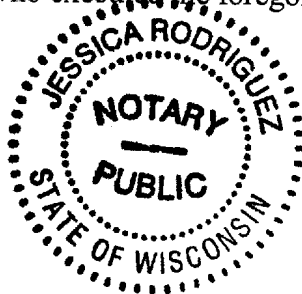
AFFLIANT:


Timothy J. Voeller

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 26th day of April, 2005, the above named Timothy J. Voeller to me known to be the person who executed the foregoing instrument and acknowledge the same



Jessica Rodriguez
Notary Public, State of Wisconsin
My Commission: 2/12/06

This instrument drafted by:
Brett Engelking
Bielinski Development, Inc.

EXHIBIT A

Being a part of Outlot 6 of Fairview Estate Valley located in the NW $\frac{1}{4}$, SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Beginning at the northeast corner of Phase 1; thence S $61^{\circ} 30' 29''$ W, 85.00 feet to a point; thence N $63^{\circ} 32' 48''$ W, 233.02 feet to a point; thence N $19^{\circ} 33' 49''$ E, 205.53 feet to a point; thence N $08^{\circ} 35' 37''$ W, 137.74 feet to a point; thence N $38^{\circ} 37' 21''$ W, 325.00 feet to a point; thence N $63^{\circ} 28' 55''$ E, 147.98 feet to a point; thence 358.29 feet along an arc of a curve to the left with a radius of 533.00 feet whose chord bears S $39^{\circ} 58' 52''$ E, 351.59 feet to a point; thence 360.60 feet along an arc of a curve to the left with a radius of 433.00 feet whose chord bears S $04^{\circ} 38' 3.5''$ E, 350.27 feet to a point; thence S $28^{\circ} 29' 31''$ E, 107.60 feet to the point of beginning. Said lands contain 112,982 square feet (2.59 acres).

0000310

DOC # 2027539

Recorded

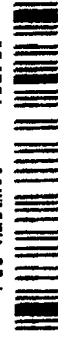
MAY 06, 2005 AT 04:02PM

AFFIDAVIT

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$13.00



Recording Area

Document Number Document Title

Name and Return Address:

Yaggy Colby Associates
PO Box 180500
Delafield, WI 53018

SEE BELOW

Parcel Identification Number (PIN):

11

AFFIDAVIT:

I, Keith A. Kindred, Registered Land Surveyor, hereby certify the following affidavit is a correction instrument for the Condominium Plat of Fifth Addendum to Mulberry Downs Condominiums, Document No. 1799083, recorded November 12, 2001, in the Register of Deeds Office, Racine County, Wisconsin, and located in the NW 1/4, SE 1/4 and SW 1/4 of the SE 1/4 of Section 27, T.4N., R.19E., in the Village of Waterford.

Formerly known Now known

Building No.	as Unit No.	as Unit No.	Unit Address	Parcel Identification Number
49	49-1	49-2	535A Fairview Circle	191-04-19-27-007-397
49	49-2	49-1	535B Fairview Circle	191-04-19-27-007-398
50	50-1	50-2	537A Fairview Circle	191-04-19-27-007-399
50	50-2	50-1	537B Fairview Circle	191-04-19-27-007-400
51	51-1	51-2	539A Fairview Circle	191-04-19-27-007-401
51	51-2	51-1	539B Fairview Circle	191-04-19-27-007-402
52	52-1	52-2	541A Fairview Circle	191-04-19-27-007-403
52	52-2	52-1	541B Fairview Circle	191-04-19-27-007-404

Dated this 2nd day of MAY, 2005.

James A. Kindred

DOCUMENT #
1549454

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FAIRVIEW ESTATE SUBDIVISION
COVENANTS AND RESTRICTIONS

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a single family residential community with a common pond and park; and,

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the common area and the two (2) Northeastern street openings off of Buena Park Road, servicing the Properties subject to this Declaration; and, to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and,

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and the common property and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has or will incorporate, under the laws of the State of Wisconsin, as a non-profit corporation, FAIRVIEW ESTATES RESIDENTS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid; and,

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

REGISTER'S OFFICE
RACINE COUNTY, WI

-1-

RECORDED.....

96 AUG 13 PM 2:08

MARK A. LADD
REGISTER OF DEEDS

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ARTICLE I - DEFINITIONS

Section 1. The following words and phrases, when used in this Declaration or any supplements and amendments, thereto, shall have the following meanings:

(a) "Association" shall mean and refer to the FAIRVIEW ESTATES RESIDENTS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all properties subject to this Declaration, under Article II, hereof.

(c) "Common Property" shall mean and refer to the common pond and common park.

(d) "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of The Properties, with the exception of Common Property, as heretofore defined, together with outlots.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for the use and enjoyment as a residence by a single family, for example, structures to be located on Exhibit B to consist of two (2) Living Units.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article III, Section 1, hereof.

(h) "Developer" shall mean and refer to MCS, Inc. of Waterford, and its designees, successors and assigns.

(i) The "Date of First Lot or Living Unit Sale" shall mean and refer to the date upon which the first closing of a Lot or Living Unit takes place, so as to create a legally

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binding sale and transfer of such Lot or Living Unit by Developer. Promptly after the occurrence of such first Lot or Living Unit sale, the date thereof shall be confirmed by recordation on affidavit.

ARTICLE II
PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied, subject to this Declaration, is more particularly described as follows on Exhibit A, all of the real property, except the exceptions noted above, shall hereinafter be referred to as the "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) General Additions. The Developer, its designees, successors and assigns, shall have the right to bring within the scheme of this Declaration, additional properties in future stages of the development. Should Developer, its designees, successors and assigns, subdivide and develop lands lying adjacent or contiguous to the lands herein described, or any lands hereinafter brought under this Declaration, then, and in the sole discretion of said Developer, its designees, successors and assigns, persons purchasing such other lands shall automatically be members in the Association and subject to its By-Laws and Articles of Incorporation and this Declaration. The additions authorized under this and the succeeding subsection, if made, shall be evidenced by filing of a record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration of such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not

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inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration, within the Existing Property.

(b) Other Additions. Upon approval, in writing, of the Association, pursuant to a vote of its Members, as provided in its Articles of Incorporation or its By-Laws, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation or its By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation, pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Existing Property, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

~~Section 1.~~ Membership. Every person or entity who is a record owner of a fee, or undivided fee interest, in any Lot or an ownership interest in any Living Unit, which is subject by covenants or record to assessment by the Association shall be a Member of the Association. Any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member of the Association.

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Section 2. Voting Rights. There shall be only one vote cast for each Lot, regardless of the number of Owners of the same, on each matter submitted to a vote of Members and there shall be only one-half (1/2) vote cast for each Living Unit, regardless of the number of Owners of the same, on each matter submitted to a vote of Members of the Association, only after all Lots subject to these restrictions have been sold by the Developer and all Lots described on Exhibit B have been sold by the Developer and all Twenty-two (22) Living Units situated on lands described in Exhibit B and all (130) Living Units situated on lands described in Exhibit C have had construction commenced.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 4 and 5, below, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Property. The Developer may retain the legal title to the Common Property until such time as he has completed improvements, if any, thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its designees, successors and assigns, that it shall convey the Common Property to the Association, free and clear of all liens and encumbrances, not later than five (5) years from the Date of First Lot or Living Unit Sale.

Section 3. Tenant's Right of Enjoyment. Subject to the provisions of Section 4 and 5, below, any person who does not qualify as a Member hereunder, but who may reside on land subject to this Declaration, shall have a right of enjoyment in and to the Common Property and use thereof upon payment to the Association of an annual fee to be determined by the Association, provided, however, that such fee shall not exceed

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150% of the Lot or Living Unit assessment for Members set forth in Article V, Section 3, below.

Section 4. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Property and in aid thereof, to mortgage said Property. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such Property, to charge admission and other fees as a condition to continued enjoyment by the Members and others, and, if necessary, to open the enjoyment of such Property to a wider public until the mortgage debt is satisfied, whereupon the possession of such Property shall be returned to the Association and all rights of the Members and others hereunder shall be fully restored; and,

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,

(c) The right of the Association, to suspend the enjoyment rights of any Member and others, for any period during which any assessment or fee remains unpaid, and for any infraction of its published rules and regulations; and,

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and,

(e) The right of the Association to dedicate or transfer all or part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument, signed by at least two-thirds (2/3rds) of the Members

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entitled to cast votes has been taken and recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 5. The Developer or the Association, in whichever of whom the title to the Common Property is held, shall establish the limits and the type of use to be made of the Common Property. Their determination shall be conclusive.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot or Living Unit owned by it, within The Properties, hereby covenant and each Owner of any Lot or Living Unit, by acceptance of a deed or other documentary evidence of ownership therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established and collected from time to time, as hereinafter provided. The annual assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The properties and in particular for the improvement, maintenance use and enjoyment of the Common Property, as well as the maintenance of the two Northeastern road openings off of Buena Park Road servicing The Properties subject to this Declaration and any other future Declarations. Such assessment shall

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include expenses incurred by the Association for insurance coverage, legal costs and attorneys fees; maintaining any reserve fund(s); of any other expense reasonably incurred by the Association necessary to promote the recreation, health, welfare and safety of the residents of The Properties.

Section 3. Basis and Maximum of Annual Assessments. All Owners of Lots subject to this Declaration shall be assessed an annual sum of \$200.00 per Lot. However, for the first year of ownership of such Lot, the Owner of the same shall be assessed a total sum of \$200.00 in the event that the closing on said Lot occurred prior to June 30th. In the event that in the first year of ownership of any Lot, the closing on said Lot occurs after June 30th, the Owner shall be assessed a sum of \$100.00 for that year. After the first year of ownership, all Owners of any such Lot shall be assessed an annual sum of \$200.00 forthwith. These assessments cannot be increased until such time as Lot Owners and Living Unit Owners possess voting rights.

All Owners of Living Units shall be assessed an annual sum of \$100.00 per Living Unit. However, in the first year of construction of any Living Unit, the Owner of the same shall be assessed a sum of \$100.00 if such construction is commenced prior to June 30th. In the event that in the first year of construction of any Living Unit, such construction is commenced after June 30th, the Owner of any such Living Unit shall be assessed an annual sum of \$50.00 per Living Unit. After the first year of construction on any such Living Unit, the Owner of the same shall be assessed an annual sum of \$100.00 forthwith. These assessments cannot be increased until such time as Lot owners and Living Unit Owners possess voting rights. However, The assessment for a Living Unit shall never exceed one-half (1/2) of an assessment for a single family residence on a subdivided lot.

The Board of Directors of the Association may, after consideration of maintenance costs and future needs of the Association, fix the annual assessment for any year to reflect a change in the cost of maintenance and future needs of the Association.

Section 4. Change in Basis and Maximum of Annual Assessments. The Developer may change the maximum and basis of the assessments fixed by Section 3

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prior to the date that all Lots subject to this Declaration are sold by the Developer and all Lots described in Exhibit B have been sold by the Developer and all Twenty-two Living Units situated on lands described in Exhibit B and all (130) Living Units situated on lands described in Exhibit C have had construction commenced. After such date, subject to the limitations of Section 3 hereof, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 5. Quorum for Any Action Authorization under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held no more than sixty (60) days following the preceding meeting.

Section 6. Dates of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

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The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of _____ of said year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof, as the remaining number of months in that year to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Property now subject to assessment at a time other than the beginning of any assessment period.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot and Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection

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thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of commencing such legal action together with interest, disbursements and reasonable attorney's fees.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and,
- (b) All Common Property as defined in Article 1, Section 1 hereof; and,
- (c) All properties exempt from taxation by the laws of the State of Wisconsin, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

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ARTICLE VI
DEVELOPER ARCHITECTURAL CONTROL

Section 1. Review by Developer. For a period of one year from the date of the First Lot or Living Unit Sale, no building, fence, sign, wall, driveway, or any other structure or improvement shall be erected, placed, or altered upon The Properties until the building plans, specifications and plot plan showing the location thereof have been approved by Developer or by a representative of the Developer, in writing, as to quality, materials, harmony of external design and colors with existing and planned structures, and as to location with respect to topography, setbacks, finish grade elevations and driveways. In the event the Developer or its respective representative, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building, or other improvement, or the making of such alterations has been commenced prior to six (6) months following the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. After the period of one year from the Date of the First Lot or Living Unit Sale, there shall be an Architectural Control Committee ("Committee") appointed by the Board of Directors of the Association, for a term to be specified by the Board of Directors of the Association, and to exercise authority over the following:

(a) **Windows.** Windows, shutters, window castings and trim features shall be consistent and shall be constructed on windows on the sides of any dwelling. The Committee may require windows on side elevations that are absent windows or architectural detail.

(b) **External Materials.** All exterior walls shall be constructed of natural materials or high grade aluminum, vinyl, steel or other siding. Variety is to be kept at a minimum with consistency reserved for all elevations of any dwelling. Residences shall not be substantially similar in design, including materials or colors, when in close

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proximity to each other.

(c) Exterior Colors. The number of exterior colors used on a dwelling shall be kept at a minimum. No more than two (2) colors shall be allowed on exterior walls and trim, with one additional color for accent items such as shutters and doors.

(d) Roofs. All roofs must be finished with asphalt, vinyl or fiberglass shingles, cedar shakes, tile, slate, copper, or other approved surface treatments. Tar and gravel asphalt or rolled roofing is strictly prohibited.

(e) Landscaping. All Lots shall be landscaped to include the yard to be seeded or sodded and one (1) tree at least 4 inches round and 10 feet high placed in the front or back yard prior to occupancy. Landscaping shall include the area between the front lot line and the edge of street pavement.

(f) Fences. All fences shall be aesthetically pleasing and shall be consistent with the style and design of the dwelling. All fences shall be maintained in good condition and repair.

(g) Mailboxes. All mailboxes and newspaper receptacles shall be subject to approval by the Committee or the Developer, its designees, successors or assigns, prior to any such mailbox or newspaper receptacle being erected or placed upon a Lot.

(h) Garages. Any additional garages and storage sheds shall be subject to approval by the Committee or Developer, its designees, successors or assigns. The design and exterior of any additional garage or storage shed shall be compatible with the exterior and design of the dwelling being served by the additional garage or storage shed.

(i) Yard Grades. All yard grades and stakeout surveys shall be approved by the Committee or Developer, its designees, successors or assigns, prior to the commencement of construction. The Committee or Developer, its designees, successors or assigns, may, at its discretion, require exposed basement walls on slopping Lots, as may be necessary or desirable to minimize adverse impact on trees and vegetation and to promote drainage.

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(j) Yard Lights. All Lot Owners shall purchase from the Developer, at the current market price, a yard light fixture. The style and placement of said yard light on any Lot shall be approved by the Developer.

(k) Building Plans. All Lot Owners are to submit three (3) copies of their building plans and three (3) stake out surveys to the Committee or Developer, its designees, successors or assigns, for approval prior to making application for a building permit.

The Committee or the Developer, its designees, successors or assigns, or its designated representatives, may elect to waive or modify one or more of the above guidelines. Architectural design and appearance will be considered and the Committee or the Developer, its designees, successors or assigns may grant a variance at its discretion. In addition to the size and design of any dwelling or other structure, the Committee or Developer, its designees, successors or assigns, shall take into consideration the costs of the same, the materials to be used and the view from adjacent Lots.

ARTICLE VII **EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Property and the two (2) Northeastern road openings off of Buena Park Road, servicing the Properties subject to this Declaration, the Association may provide the following exterior maintenance upon each Lot which is subject to assessment under Article V hereof, if such Lot shall be in constant disrepair, paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Costs. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is

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subject under Article V hereof, and, as part of such annual assessment or charge, it shall be a lien and personal obligation of the Owner and shall become due and payable in all respects as provided in Article V, hereof. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year, but shall, thereafter, make such adjustment with the owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents and/or employees, shall have the right, after reasonable prior notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday or any legal holiday.

ARTICLE VIII **LOT USE AND REQUIREMENTS**

Section 1. Single Family Lots. All Lots and Living Units covered in this Declaration shall be restricted to single family residential purposes.

Section 2. Building Requirements - Size. No residential building shall be erected other than a single family dwelling. A single story building shall be a minimum of 1,600 Square feet. A one and one-half story building shall be a minimum of 1,000 square feet on the first floor and not less than 1,800 square feet in total. A two story building shall be not less than 1,000 square feet on the first level and not less than 1,800 square feet in total. No building will exceed two and one-half stories in height.

All dwellings shall have an attached garage, which shall be constructed contemporaneously with the dwelling. Said garage shall be no larger than that necessary to accommodate the storage of three passenger cars or smaller than that necessary to accommodate the storage of two passenger cars.

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All garages shall be connected to the street by a properly surfaced driveway. No truck, larger than a pick-up truck, may be parked on the premises outside of said garage other than for delivery of materials and merchandise. Further, no boat, camper, trailer, motor home or like vehicles may be stored on the premises, outside of the garage.

Section 3. Ground Fill on Building Site. Where fill is necessary on the building site to obtain the proper topography and finished ground elevation it shall be ground fill free of waste material and shall not contain noxious materials that are prone to give off noxious odors of any kind and all dumping of fill material shall be leveled immediately after the completion of the building. Any excess excavation earth shall be removed from the building site immediately after completion of the building.

Section 4. Building Location. All buildings and attached appurtenances and garages shall have a minimum front yard setback of 25 feet; a minimum side yard setback of 10 feet; and a minimum rear yard setback of 25 feet, except 25 feet for corner lots. For

purposes of this Section, eaves, steps, open porches and bay windows or closet bays, etc., shall be considered a part of the building.

Section 5. Master Grade Plan. The Owner of each Lot shall maintain existing grade and surface water drainage as established in the master grade plan.

Section 6. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or Living Unit, nor shall anything be done thereon which is or may become an annoyance or nuisance or which creates an unusually loud sound or noise. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot subject to this Declaration, except household pets, provided that such household pets are not raised, bred or kept for commercial purposes. Further, all household pets shall be properly restrained, housed and confined so as not to constitute a nuisance to other Lot Owners.

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Section 7. Completion. All buildings, garages, driveways and landscaping must be completed within one (1) year after commencement of construction.

Section 8. Temporary Structures. No structure of a temporary character, including, but not limited to, any trailer, basement, tent, shack, garage, barn or out-building shall be used on any Lot at any time, as a residence, either temporarily or permanently, nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the Developer, its designees, successors or assigns.

Section 9. Underground Utilities. No overhead electrical, telephone or cable television wires shall be permitted to be installed, constructed, erected or maintained above ground, so far as may be possible.

Section 10. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot is situated within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11. Driveways. All driveways, approaches and other parking areas shall be surfaced with asphalt, concrete or seal-coated within one (1) year of completion of construction of the dwelling occupying any Lot is being served by such driveway, approach or parking area.

Section 12. Curbs. All curbs abutting any Lot shall be cut in a uniform manner, pursuant to the specifications of the Developer.

ARTICLE IX
GENERAL PROVISIONS

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Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and to be enforceable by the Association, of the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Lots and Living Units have been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Amendment. This Declaration may be amended solely by the Developer by the recording of a written instrument, executed by the Developer at any time prior to the date all Lots subject to this Declaration have been sold by the Developer and all Lots described in Exhibit B have been sold by the Developer and all twenty-two (22) Living Units situated on lands described in Exhibit B and all (130) Living Units situated on lands described in Exhibit C have had construction commenced. After said date, this Declaration may be amended, at any time, by the recording of a written instrument, executed by at least fifty (50%) percent of the Members subject hereto.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 All properties and common properties are further subject to all local, state and county rules and regulations. If said rules and regulations are more restrictive than these covenants and restrictions, then, and in that event, those rules and regulations shall supersede the covenants and restrictions hereof.

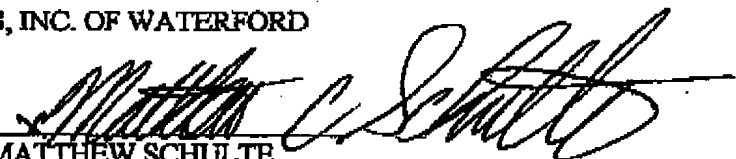
Section 5. Severability. Invalidation of any one of these covenants or restrictions

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by judgment or court order shall in no way affect any surviving covenants and restrictions which shall remain in full force and effect.

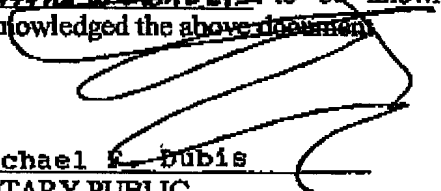
Dated this 31 day of July, 1996 at Waterford, Wisconsin.

MCS, INC. OF WATERFORD

By: 

MATTHEW SCHULTE,
President.

Personally came before me this 31 day of July, 1996, the above ~~Matthew Schulte~~ to be known to me as the person who executed and acknowledged the above document.


Michael F. Dubis

NOTARY PUBLIC

My commission is permanent.

DRAFTED BY:

ATTORNEY MICHAEL F. DUBIS
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Waterford, WI 53185
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-and-

ATTORNEY ROBERT S. REPISCHAK
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