

OVERLOOK LAKES

Disclosure Materials

**OVERLOOK LAKES CONDOMINIUM
Greendale, Wisconsin**

Declarant:

Overlook Lakes Condominium of
Greendale, LLC
5429 North 118 Court
Milwaukee, WI 53225

Declarant's Agent:

Sileno Companies, Inc.
5429 North 118 Court
Milwaukee, WI 53225

These are legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any provisions contained in them, you should obtain professional advice.

These Disclosure Materials given to you as required by law may be relied upon as correct and binding. Oral statements may not be legally binding.

You may at any time within 5 business days following receipt of these documents, or following notice of any material changes in these documents, cancel in writing the contract of sale and receive a full refund of any deposits made.

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The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

Tab

1. Declaration. The Declaration establishes and describes the Condominium, the units and the common elements. The Declaration as amended begins on 1
2. By-Laws. The By-Laws contain rules which govern the Condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on 2
3. Articles of Incorporation. The operation of the Condominium is governed by the Association, of which each unit owner is a member. Powers, duties and operation of the Association are specified in the Articles of Incorporation of the Association. The Articles of Incorporation begin on 3
4. Annual Operating Budget. The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on 4
5. Management Contracts. Certain services are provided to the Condominium through contracts with individuals or private firms. These contracts begin at Tab 4, following the Budget.
6. Expansion Plans. The Declarant has reserved the right to expand the Condominium in the future to add additional units on contiguous land. A description of the plans for expansion and its effect on unit owners is set forth in Article 14 of the Declaration. A description of the land upon which the expansion may take place is included in the Condominium Plat attached to the Declaration at Tab 1
7. Floor Plans and Plat of Survey. The Declarant has provided floor plans of the of the units being offered for sale and a plat of survey of the Condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the Condominium. The floor plans and plat of survey are set forth in the Condominium Plat attached to the Declaration at Tab 1.
8. Other Restrictions. The Condominium is subject to certain other recorded covenants, conditions, easements and restrictions described in a Declaration of Covenants, Conditions and Restrictions, which begins on 5

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**DECLARATION OF CONDOMINIUM
OF
OVERLOOK LAKES CONDOMINIUM
AND
SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made by Overlook Lakes Condominium of Greendale, LLC, a Wisconsin limited liability company (the "Declarant"), pursuant to the provisions of 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").

Recitals

Declarant owns certain real property (the "Property"), in the Village of Greendale, Milwaukee County, Wisconsin, described on Exhibit A appended hereto and made a part hereof. Declarant intends to improve the Property by constructing thereon residential dwelling units, together with certain other improvements in connection therewith, including landscaped areas, parking areas, driveways, walkways and such other areas, fixtures, equipment and facilities related thereto or used in connection therewith, and surface or sub-surface improvements consisting of sanitary sewer, storm sewer, water, gas, electric, telephone and other utility facilities. The Property, together with all buildings and improvements to be constructed thereon is hereinafter called the "Project".

Declarant desires and intends by this Declaration to submit the Project to the condominium form of use and ownership under the Act and further desires to establish for its own benefit and that of all future owners and occupants of the Project and each part thereof, certain easements and rights in, over and upon the Project and certain mutually beneficial restrictions and obligations with respect to the ownership, use and maintenance thereof, all on the terms and conditions hereinafter set forth. This Declaration contemplates an "expandable" condominium which may include a total of 500 units if fully developed; but Declarant shall be under no obligation to and makes no representation that any part or all of the expandable features described herein shall be developed.

The Project also constitutes a "Condominium" as that term is described in that certain Declaration of Covenants, Conditions and Restrictions to which the Project is subject, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6865181 (the "Overlook Declaration").

Declaration

NOW THEREFORE, Declarant, the fee owner or to become the fee owner of the Property, by this Declaration hereby (i) submits the Project, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers and water utilities serving the Project, the Overlook Declaration, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration, to be known as "Overlook Lakes Condominium"; (ii) establishes and imposes the following divisions, provisions, restrictions, limitations, conditions, easements and uses to which the Project may be put, subject to and in accordance with the Act; 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 Project or such other lands, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

ARTICLE 1

DIVISION OF PROJECT INTO SEPARATE FREEHOLD ESTATES

1.1 In order to establish a plan of condominium use and ownership for the Project (the "Condominium"), Declarant divides the Condominium into the following separate freehold estates:

a. Eight separately designated and described freehold estates (collectively, the "Units" and, individually, a "Unit"), consisting of the space or area and portions of a building contained within the boundaries of each of the 8 Units located in the multi-unit building, as hereinafter described, to be constructed on the Project. The boundaries of each such Unit are as follows:

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

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

iii. The garage, and all windows, window frames, patio doors, overhead garage doors (and openers and remote controls therefor) and

entry doors, including all glass and locks in windows and doors, shall be a part of the Unit.

b. A freehold estate in the "Common Elements" of the Condominium. The "Common Elements" shall consist of all of the Condominium except the Units, and include the following:

i. A freehold estate in the "Building Limited Common Elements", or portion thereof, as hereinafter defined, and

ii. A freehold estate in the "General Common Elements", as hereinafter defined.

ARTICLE 2

DESCRIPTION AND LOCATION OF BUILDING AND UNITS

2.1 One multi-unit building shall be constructed by Declarant on the Property in accordance herewith. Such building is designated on the site map and survey appended hereto as Exhibit B and made a part hereof and is hereinafter referred to as "Building 40". Building 40, together with any buildings constructed if Declarant elects to expand the Condominium, shall be referred to collectively as the "Buildings" and each individually as a "Building".

2.2 Building 40 (and any additional buildings of the same type, as designated on Exhibit C hereto from time to time as "Type B2 Buildings") shall be principally of brick and wood construction and includes eight garage spaces. With respect to each Building, (i) gas and electric service shall be provided to each Unit with separate metering, (ii) heating and air conditioning and hot water shall be supplied by a separate system for each Unit and the charges for each such system shall be borne by the Unit owner, and (iii) municipal water shall be supplied to each Unit with a single meter for each Building, the charges for which, together with sewer charges based thereon, shall be an obligation of the Association as a part of the common expenses thereof. Certain exterior lighting fixtures, including garage lights, are a part of the Building Limited Common Elements of the Building to which they are attached and shall be metered separately from the Units.

2.3 The Units hereby established are to be individually conveyed as provided by the Act and this Declaration and their respective addresses are described on the Building Unit Identification appended hereto as Exhibit C and made a part hereof. The various types of Units and their respective designations and locations within each Building and the immediate Common Elements to which the Units have access are shown on the floor plans appended hereto as Exhibit D and made a part hereof. The exterior and interior

dimensions shown on Exhibit D are only approximations of the exact dimensions of each Building and Unit when constructed.

2.4 Any supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit which serve more than one Unit shall be Common Elements.

ARTICLE 3

DESCRIPTION OF GENERAL COMMON ELEMENTS

3.1 The General Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities related thereto or used in connection therewith, except the individual Units, as hereinabove defined and described, and except the Building Limited Common Elements, as hereinafter defined and described, including without limitation the Property, the landscaped areas and facilities, the outdoor parking spaces, outside walks, pavements, paths and driveways, and the pipes, retaining walls, wires, drains, supply lines, poles, posts and utility lines and facilities installed for common use, but not within any Building.

ARTICLE 4

DESCRIPTION OF BUILDING LIMITED COMMON ELEMENTS

4.1 The Building Limited Common Elements shall consist of the footings, foundations, roofs, main walls and all other supports and structural parts of a Building, and all other improvements, fixtures, equipment, systems and facilities located in or on a Building except in or on the individual Units contained therein and the Unit Limited Common Elements described below. Attic areas are Building Limited Common Elements and are not for personal use by the occupants thereof, except that in certain Buildings hereafter added to the Condominium, as designated in the amendment under Article 14 by which such a Building is added, Declarant may designate or reserve a right to designate attic space as Unit Limited Common Element for private storage purposes for the Unit to which such space is appurtenant. Except as above, the Building Limited Common Elements, except for the Unit Limited Common Elements, are reserved for the exclusive use of the owners or occupants of the Units in the particular Building to which they are appurtenant.

ARTICLE 5

DESCRIPTION OF UNIT LIMITED COMMON ELEMENTS

5.1 A portion of the Building Limited Common Elements is herein designated as "Unit Limited Common Elements". The Unit Limited Common Elements consist of the following:

issued. Declarant shall share to the extent of one-half of the percentage of its undivided interests in the General Common Elements for each such unsold Unit; provided, however, that Declarant shall pay its full percentage of its undivided interests in the General Common Elements for all Units retained by Declarant for use as models or offices and for all Units retained by Declarant during such time as they are leased by Declarant.

6.3 All such 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 Unit owner's Interest.

ARTICLE 7

ASSOCIATION OF UNIT OWNERS

7.1 The Condominium shall be administered by a non-profit corporation known as Overlook Lakes Condominium Association, Inc. (the "Association"), organized under Chapter 181 of the Wisconsin Statutes and the Act. The Association shall adopt By-Laws ("By-Laws") and Rules and Regulations ("Rules and Regulations") in furtherance thereof. The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors"), consisting of such number of persons as provided in the By-Laws; provided, however, that prior to the conveyance of 125 Units (to which are appurtenant 25% of the undivided interest in the General Common Elements) by Declarant to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least 33 1/3% of the Board of Directors.

7.2 The Association shall employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board of Directors. The term of any such agreement may not exceed three (3) years. Any such management agreement must be terminable without cause upon ninety (90) days notice without payment of any penalty.

7.3 Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned. Membership shall terminate concurrently with ownership. Declarant shall be entitled to one vote for each Unit which it owns without regard to whether it is sharing to its full, one-half or no share in the common expenses and surpluses of the Condominium in accordance with Article 6 hereof.

7.4 The Association, acting through the Board of Directors, may approve or disapprove any proposal for a change to the Common Elements submitted to it by an owner pursuant to this Declaration, but shall apply one or more of the following criteria in considering a proposal and/or may apply any additional criteria as the Board of Directors deems prudent: (i) matters of access and convenience to other Units; (ii) requiring the

written agreement of the owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring the owner's written agreement to pay a charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board of Directors may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (i) indicates in writing or (ii) fails to respond within sixty (60) days (or such lesser period of time as may be specified elsewhere herein) following the owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the owner by the Board of Directors or the Board of Directors issues its written refusal. An approval issued conditionally may be withdrawn if the conditions are not fulfilled.

ARTICLE 8

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

8.1 The owner of each Unit shall at its cost: (a) perform routine maintenance, repair and replacement of all of the components or installations within or used by the Unit, so that the same are in good condition, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, equipment, water heater, interior walls, partitions, flooring, ceilings, windows, window frames and doors, overhead garage doors (and openers and remote controls therefor) 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 balcony, patio, or windows appurtenant to the Unit in a clean and neat condition, clear of snow, ice and water; (d) keep and maintain in good and orderly condition and repair the portion of the Unit Limited Common Elements appurtenant to the Unit; (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or the fault or negligence of such owner's family, guests, invitees, tenants or any other occupants of the Unit; (f) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; (g) maintain white blinds and white linings for drapes on the exterior view of all windows; and (h) if the Unit is on an upper floor above another Unit, maintain padding on all floors consistent with the original padding installed because it is an integral part of the noise reduction for the Unit below. If repairs to Common Elements are required as a result of a Unit owner's actions as set forth in (a) - (h) herein, the Association shall have the right and obligation to repair such Common Elements, and shall have the right to levy an assessment against the responsible Unit owner for all costs incurred therefor in excess of any insurance proceeds received and applicable thereto. In particular, but without limiting the foregoing, painting or decoration of any exterior surface will be performed or supervised exclusively by the Association.

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

8.3 An owner of a Unit shall make no changes within such Unit which will affect the structural soundness of the Building of which it is a part or which will intrude into the Common Elements without the prior written consent of the Association and shall promptly report to the Association any need for repairs, the responsibility for which is that of the Association. If an owner desires to make such a change and such change will result in an increase in the premium for the insurance required under Article 12 hereof, then such owner shall be responsible for and shall pay such increase. If any owner of a unit desires to make a change or changes within his Unit which may affect the structural soundness of the Building of which it is a part or which will intrude into the Common Elements, such owner shall notify the Board of Directors in writing of his intention and desire to make such change or changes together with a copy of the final plans and specifications therefor. The Board of Directors shall have a period of 10 days from its receipt of such written notice to object to such proposed change or changes, in which event the Unit owner may not make such change or changes. If no objection by the Board of Directors is received by the Unit owner within such 10 day period then the consent of the Board of Directors shall have been deemed to be given; provided that the Board of Directors may give notice of objection pending a report from the insurance carrier regarding any increase in the premium as described above or pending receipt by the insurance carrier of such increase if the Board of Directors so elects. Each consent from the Board of Directors, whether express or implied, shall be conditioned upon the owner at owner's expense obtaining all appropriate building permits or other municipal approvals, including the Village Plan Commission.

8.4 No Unit owner shall paint, decorate or alter the appearance of the Common Elements. No owner of a Unit or agent thereof, except the Declarant, its successors and assigns, for promotional purposes related to the Condominium or to the sale or rental of the Units owned by Declarant, its successors and assigns, may erect, post or display posters, signs, or advertising material on or in the Common Elements or at locations within a Unit that are visible from the Common Elements, except that a Unit owner or agent thereof may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease on the conditions that such an open house may be conducted only during customary business hours for open houses; such owner's signs are on a white background with red lettering; identify only that a Unit is available for inspection; do not identify any particular company; and are present only during the time period of such open house. All permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. No enclosures or storm doors or windows shall be installed anywhere without the consent of the Board of Directors. Patios and balconies shall not be used for storage, including the storage of motorcycles, tires, baby carriages, bicycles,

or wagons. Patios and balconies shall not be used for handling, shaking or drying of laundry, carpet, rugs or clothing or for grilling. No materials which are subject to any law or ordinance relating to combustible materials or fire hazards may be stored on the Condominium except in accordance with such laws or ordinances.

8.5 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 written consent of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless the written consent of that owner has been obtained.

ARTICLE 9

ASSESSMENTS

9.1 The manner of making and collection of assessments against the Unit owners for common expenses of the Condominium shall be pursuant to the By-Laws of the Association. Each Unit owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article 6 hereof. Assessments and installments on such assessments shall be paid on or before 10 days after the date when such assessments and installments are due. Any assessment or installment not paid within 10 days of its due date shall be delinquent and the Unit owner shall be charged interest at the rate of 12% per annum on the unpaid assessment or installment on such assessment, calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. In the event of a default by a Unit owner in the payment of any assessment or installment thereon, the Association shall take appropriate measures as provided by law in accordance with the By-Laws.

9.2 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.

9.3 Notwithstanding the foregoing provisions of this Article, each purchaser of a Unit from Declarant, its successors or assigns, or any other Unit owner, shall make an advance to the Association at the time of conveyance of the Unit for the purpose of working capital for common expenses of the Condominium in the amount of \$200.00 or such other amount as may be approved by the Board of Directors in its sole discretion. Such advance shall be earmarked to the credit of such purchaser and shall be returned by the Association to such purchaser upon subsequent conveyance of the Unit and the payment by the new

purchaser of a like advance, unless seller and purchaser assign such contribution in their closing documentation and so notify the Association.

9.4 The Association, upon 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. Notwithstanding anything to the contrary contained in the preceding sentence, 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.

ARTICLE 10

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

Each Unit and every owner of a Unit shall be subject to the following restrictions, covenants and conditions:

10.1 Each of the Units 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.

10.2 The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than 12 months. Any person occupying a Unit with the authority of an owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an owner. No rooms in any Unit, including the garage, may be subdivided or rented, and no transient tenants may be accommodated. If a Unit owner intends to leave a Unit for a period of more than 3 weeks, such owner shall notify the Association prior thereto of a forwarding address and of a telephone number where the owner can be reached. Any Unit owner other than Declarant intending to lease a Unit shall notify the Association of the tenant's or tenants' names and residence telephone number and business location and business phone and shall provide the Association with a copy of the lease and the owner's address for receipt of notices. If a Unit owner fails to comply with these provisions, the Association may monthly assess the owner of the Unit being leased a lease fee (the "Lease Fee") equal to twice the monthly assessment charged under Article 9 hereof until the owner has complied. The Lease Fee may be collected in the same manner as the assessments as is provided in Article 9 hereof.

10.3 No reptiles or rodents shall be permitted within the Condominium. No other animals or birds shall be permitted within the Condominium, except a caged bird may be kept in any Unit and except that a dog or a cat may be permitted in a Unit in a Type C (Ranch) Building if and when any such Buildings are brought into the Condominium or as otherwise designated in any expansion document under Article 14 hereof, and in all events in

accordance with Rules and Regulations to be established by the Board of Directors. The Rules and Regulations may impose limitations on size, number and type of pets to be permitted within the Condominium. All permitted pets shall be housed indoors and, when any such pet is outdoors, it shall be attended and under leashed physical control of a handler at all times (as opposed to voice commands or attaching a leash to a fixed object such as a stake). The Association shall require the issuance of a permit for the keeping of a pet. Pets in replacement thereof or pets which are born to the permitted pet will not be considered a permitted pet, except upon obtaining a permit therefor in accordance with this Section 10.3. 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. The Rules and Regulations may provide that a violation of this Section or the license which exists for 30 days shall subject the violator to a special assessment for the greater of \$500 per month from the date of violation (prorated for partial months) or the actual costs of enforcement including legal fees. Any and all costs of repairing damage caused by a pet shall be borne by its owner. Notwithstanding anything to the contrary herein, possession of pets on the Condominium shall not be considered a property right.

10.4 No owner shall cause or permit the Common Elements, except the Unit Limited Common Elements or those otherwise designated in accordance herewith, to be used so as to deny to others the full use of the Common Elements.

10.5 Parking is restricted as follows:

(a) Where parking is prohibited. No outdoor parking is permitted except for: temporary guest parking in the guest outdoor parking spaces, if any, as designated by the Association; parking by Owners in their Unit Limited Common Elements; and parking as necessary in connection with the construction or reconstruction of any Building on the Condominium. No vehicle shall occupy, park upon or otherwise block access to or exit from another Unit or the approach thereto.

(b) Vehicles which may not be parked at all. Junked, inoperative, unsightly or unlicensed vehicles, trailers, campers, camping trucks, house trailers, commercial vans and commercial trucks, mobile homes, boats and trailers, snowmobiles or land vehicles or the like shall not be permitted anywhere on the Condominium.

(c) Vehicles which may be parked only under certain conditions. Licensed motorcycles, motorized bicycles, mopeds, may be stored, placed or parked only in a garage and only if such storing, placing or parking does not result in another vehicle being stored, placed or parked on the General Common Elements when, but for the storing, parking or

placing of any of the above, the other vehicle could have been parked in the garage for that Unit.

(d) Vehicles which may use an outdoor parking space on a regular basis. The Board of Directors may by rule designate certain outdoor parking spaces for exclusive use by a particular Unit for extended periods of time (including use by guests), but not on a permanent basis. Such Rule and Regulation may require the payment of a fee to the Association for such privilege.

10.6 No maintenance or lubrication of any vehicle shall be permitted anywhere on the Condominium, except washing of cars in areas designated for such purposes by the Association. No playground equipment, bicycle racks or other obstructions may be placed on the Common Elements except as the Board of Directors permits by Rule or Regulation.

10.7 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 garages except when placed for pickup in designated locations subject to the Rules and Regulations. No waste, litter, excess or unused building materials, or trash shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

10.8 No antennas for television, satellite dishes, or aerials 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. No structure (including concrete pads and patio extensions), 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 Condominium.

10.9 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 same, so long as it stands, shall and does exist. If any Building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the Building Limited Common Elements due to construction shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the owners of Units in such Building.

10.10 Each Unit shall be used so that it will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

10.11 No nuisances shall be allowed on the Condominium. No use or practice shall be allowed which is immoral or improper or offensive in the opinion of the Board of Directors, or which is in violation of the By-Laws or Rules and Regulations of the

Association or which 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 volume of sound as to be objectionable, or which requires any alteration of or addition to any Common Elements.

10.12 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 12 hereof, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which may (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide insurance as required or permitted by the provisions of Article 12 hereof, or (d) 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 policies of insurance taken out by the Board of Directors in accordance with the provisions of Article 12 hereof, or with respect to any policy of insurance carried independently by any Unit owner in any Building as permitted by the provisions of Article 12 hereof, shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit of its class of use in the same Building, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the policies of insurance taken out by the Board of Directors, or 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, 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 to that particular Unit pursuant to the By-Laws.

10.13 No unlawful use may be made of the Condominium or any part thereof; as follows:

a. Each Owner or the Association, as the case may be, shall strictly comply with all laws, orders, rules and regulations of all governmental agencies having jurisdiction over the Condominium or parts thereof (collectively "Legal Requirements"), at the sole expense of the Unit owner or owners, or the Association, whichever has 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 Board of Directors shall cooperate with such Unit owner in such proceedings, provided that (the conditions specified in (i) and (ii) below hereinafter collectively called the "Conditions as to Contest"):

- i. Such Unit owner shall pay, defend and save harmless, and, in a manner and with security satisfactory to the Board of Directors, 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 reasonable expenses incurred; and
- ii. Such Unit owner shall keep the Board of Directors advised as to the status of such proceedings.

b. A Unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (i) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (ii) no part of the Building in which the Unit is located shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest (the foregoing conditions specified in (i) and (ii) of this sentence are hereinafter called the "Conditions as to Deferral of Compliance"). The Board of Directors 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 Board of Directors shall be a common expense.

10.14 (a) The following Section shall be applicable only until a total of 100 different Units have been conveyed by Declarant. An owner of a Unit, other than the Declarant, desiring to convey title to such Unit, shall, upon receipt of a bona fide offer therefor, notify the Declarant in writing of such intention and desire to convey pursuant to the bona fide offer received. Such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, the proposed date of conveyance and an expression of the commitment to convey in accordance with such offer if the Declarant does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Declarant, it shall have the right to adopt such offer and purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Declarant within such ten (10) day period, the owner shall

have the right, continuing for three (3) months thereafter, to convey in accordance only with the offer as such offer was presented to and not accepted by the Declarant. If the conveyance pursuant to a particular offer does not occur within three (3) months after the expiration of such ten (10) day period, then any new offer shall or shall again, as the case may be, be submitted to the Declarant as provided herein.

(b) This Section shall not apply to any transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or transfers to a mortgagee in lieu of foreclosure, transfer by a mortgagee following foreclosure or any proceedings or arrangement in lieu thereof, the transfer of one joint tenant's interest to the other joint tenant, or transfers by will or intestate distribution. Upon request, the Declarant shall provide a certificate stating that the foregoing provisions have been complied with or waived by act or the passage of time and certificate so provided shall be conclusive as to matters stated therein.

ARTICLE 11

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

11.1 In the event of fire, casualty or any other disaster affecting one or more of the Units in any Building or other improvements on or within the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined in the manner hereinafter set forth. 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.

11.2 If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then, subject to Section 11.3, the owners of all Units shall be assessed for the deficiency according to their Interests. The provisions of Article 9 shall apply to all sums assessed for any deficiency.

11.3 Notwithstanding anything to the contrary contained in Section 11.2, if the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the owners of at least 75% of the undivided Interests. For the purpose of determining the percentage in the preceding sentence, the undivided interest in the General Common Elements shall be deemed to consist of 500 undivided interests until such time as Declarant's rights under Article 14 shall expire. If such approval is not obtained within 90 days from the date of the fire, casualty or disaster, then no such action for partition shall be

available under this Section 11.3 and the provisions of Section 11.2 above shall apply. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (all of such net proceeds of sale and insurance hereinafter called the "Partition Proceeds") shall be considered as one fund and shall be divided among all Unit owners in accordance with their Interests. The Partition Proceeds shall be distributed in accordance with the priority of interests in each Unit.

11.4 The Association shall have the sole power to settle adjustments with the insurance carrier for policies purchased by the Association. If the Damaged Premises are solely within a Unit or Units owned by the same owner, the Association may permit such Unit owner to settle adjustments, except that no such adjustment shall cause an increase in premium or a decrease in coverage afforded. The Association shall have the sole power to engage contractors to restore the Damaged Premises, provided that a Unit owner's recommendations regarding restoration of a Unit shall be accepted if reasonable. If the insurance proceeds are insufficient for complete restoration because of additional work within a Unit requested by a Unit owner, the Association shall apply to the restoration of any Unit only that portion of the proceeds of insurance which the insurance carrier shall specify is applicable to the particular Damaged Premises and such Unit owner shall pay to the Association the deficiency caused thereby prior to performance of the work.

11.5 Notwithstanding all the foregoing, in the event that 2/3 or more of all the Buildings and other improvements above foundation on the Condominium are destroyed, then the determination as to whether or not to reconstruct and repair shall be made by a vote taken of the members of the Association, including members owning Units in other Buildings, if Declarant expands the Condominium, within 90 days from the date of the fire, casualty or disaster. An affirmative vote of at least 2/3 of the members, including members owning Units in other Buildings should Declarant expand the Condominium, voting in person or by proxy shall be required in order to reconstruct and repair the same. If the required number of votes are not in favor of reconstruction and repair within such 90 day period, then the Condominium shall be subject to an action for partition in the same manner as is provided in Section 11.3 above.

ARTICLE 12

INSURANCE

12.1 The Board of Directors shall obtain and continue in effect insurance coverage on each Building now or hereafter constructed, and certain other improvements on or within the Condominium, in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement, 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 other hazards covered by a standard

extended coverage endorsement 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. 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 purposes of reconstruction and repair or as otherwise provided in Article 11 hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; provided, however, that 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 obtained by reason of the provisions of this Article. In addition to the insurance coverage the Board of Directors shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be appropriate.

12.2 All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium in accordance with and as set forth in Article 6 hereof, to be paid by assessments levied by the Association. 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 either party from obtaining any such policy.

12.3 Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid may exclude (i) any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances, individual Unit heating and air conditioning systems, water heater, overhead garage door, opener and remote control, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling and (ii) 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. Each Unit owner shall obtain such insurance coverages as are excluded from the insurance coverage obtained by the Association.

ARTICLE 13

RIGHTS OF DECLARANT

13.1 Pending the earlier of 10 years from the date that the first Unit is conveyed to any person other than Declarant or the expiration of 30 days after the conveyance of 375 Units (to which are appurtenant 75% undivided interest of the General Common Elements) by Declarant to purchasers, Declarant or its successors and assigns, acting alone, shall have the right to appoint the members of the Board of Directors in accordance with the provisions herein contained, and amend the By-Laws and this Declaration; provided, however, that if there is any Unit owner other than Declarant, or its successors and assigns, this Declaration may not be amended to increase the scope nor the period of the aforesaid right or any other control by the Declarant, or its successors and assigns, of the Association as provided hereunder or by law.

13.2 Pending the sale of all of the Units on the Condominium including any Units on the Expansion Real Estate, as described in Article 14, 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;
- 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 in any Building (regardless of whether all the non-model Units in such 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 and (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;
- d. reserves the right, so long as Declarant, or its successors and assigns, owns any portion of the Common Elements and/or any Unit, 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 so owned; and

d. reserves the right to further subdivide any Unit owned by Declarant, or its successors and assigns, into more than one Unit, or to reallocate the boundaries between adjoining Units owned by Declarant or its successors and assigns, in which event Declarant, or its successors and assigns, shall cause this Declaration to be amended so as, among other things to (i) reflect such subdivision or reallocation and (ii) apportion between the Units created or affected by such subdivision or reallocation the Interests appurtenant to such Units, and the use of Unit Limited Common Elements and the common surpluses and expenses of the Condominium. Apportionment shall be determined as if such Units were originally designated in this Declaration and any new Units created through subdividing existing Units shall be subject to and have the benefit of each of the provisions of this Declaration as if such new Units had been created at the recording of this Declaration.

13.3 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 Sections 13.1, 13.2(c), 13.2(d), or 13.2(e) 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 effectuate the same, and (ii) to do all other things necessary to accomplish the action so taken.

ARTICLE 14

EXPANSION OF CONDOMINIUM

14.1 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 10 years from the date of recording this Declaration, by subjecting all or any portion of the real estate described on Exhibit B appended hereto (the "Expansion Real Estate") to this Declaration and by constructing thereon, either before or after such expansion, up to a maximum of 500 Units. **DECLARANT SHALL BE UNDER NO OBLIGATION TO AND MAKES NO REPRESENTATION THAT IT WILL EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED HEREIN. THE GENERAL PLAN OF EXPANSION SHOWN ON EXHIBIT E IS NOT A REPRESENTATION OR WARRANTY THAT EXPANSION, IF ANY, WILL FOLLOW THE GENERAL PLAN SHOWN.** The Units on the Expansion Real Estate and their owners and the Common Elements thereon will become subject to and will be entitled to the benefits of the provisions of this Declaration, the By-Laws and such Rules and Regulations as may

from time to time be adopted by the Association in accordance with this Declaration and the By-Laws.

14.2 In the event of and upon each 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 General Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

ii. Each Unit shall own such percentage of undivided interest in such portion of the Building Limited Common Elements as will be applicable to the Building of which such Unit will be a part equal to the number one (1) divided by the total number of Units then contained in the Building of which each Unit is or will be a part. Declarant, or its successors and assigns, shall have the sole right to designate and define the portion of the Building Limited Common Elements as will be owned by each Unit to be constructed on the Expansion Real Estate.

b. The common surpluses and expenses of the Condominium relating to the General Common Elements and Building Limited Common Elements shall be established and shared among the owners of all Units according to the percentage of their undivided interest in the General Common Elements, in accordance with Article 6 as adjusted in the manner set forth above; provided, however, that the special provisions in Article 6 relating to Declarant shall extend to all Units in the Expansion Real Estate.

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

14.3 The right of expansion herein created and reserved herein is conditioned upon compliance with the provisions of Section 3 of the Overlook Declaration, and 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 Milwaukee County, Wisconsin. **NONE OF THE PROVISIONS CONTAINED IN THIS DECLARATION SHALL BE CONSTRUED TO CREATE ANY OBLIGATION ON BEHALF OF DECLARANT, ITS SUCCESSORS AND ASSIGNS, TO IN FACT EFFECT THE EXPANSION AS AFORESAID.** The attached Exhibit E shows 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.

14.4 Declarant does not represent or warrant that all Buildings hereafter added to the Condominium will be of the same Building types as those which then exist at the time of expansion. Declarant specifically reserves the right to designate certain types of Units in future Buildings as to which attic space may be limited to the use of a particular Unit. Such designation, and the limitations thereon, shall be set forth in the amendment incorporating such a Building.

14.5 By acceptance of 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 an expansion of the Condominium as provided above, be deemed to consent and agree to the expansion and all action so taken by Declarant, or its successors and assigns, to effectuate the same, including but not limited to, the recording of amendments as aforesaid and the adjustment of the percentage of undivided interests in the General Common Elements appertaining to such Unit as provided above. 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 amendments and such other instruments, if any, as may be required to effectuate the expansion and (ii) to do all other things necessary to accomplish the action so taken.

ARTICLE 15

SPECIAL PROVISIONS RELATING TO THE OVERLOOK DECLARATION

15.1 The Property, and any portion of the Expansion Real Estate hereafter becoming part of the Condominium, shall be deemed a "Condominium" under the Overlook Declaration.

15.2 The Expansion Real Estate may, but need not, contain the "Facilities" described in Section 6 of the Overlook Declaration.

15.3 The Condominium may contain signs or other improvements as described in Section 6 of the Overlook Declaration as subsequently specified by Declarant (or the Association after Declarant's rights under Article 13 hereof expire) or the declarant of the Overlook Declaration.

15.4 If less than all of the Expansion Real Estate has been brought into the Condominium, and one or more other condominiums are hereafter separately established for

portions of the Expansion Real Estate, the Association may agree to become part of a master association with one or more of the condominium associations for such other condominiums under Section 703.155, Wis. Stats., delegating such powers as the Board of Directors shall designate in accordance with such declarations or agreements as may be adopted by the Association and such other association(s); provided that no such declaration or agreement shall limit Declarant's rights hereunder (unless Declarant otherwise consents in writing), and provided further that the executive board of such master association, after the period of Declarant control, shall be elected in any of the ways permitted in Section 703.155(6), Wis. Stats., as specified in the declaration or agreement establishing such master association.

15.5 Declarant hereby reserves an easement across any private road(s) hereafter constructed on the Condominium for vehicular and pedestrian ingress and egress to and from the Expansion Real Estate by owners and occupants of and visitors and commercial deliveries to and from portions of the Expansion Real Estate, subject to reasonable non-discriminatory regulation by the Association (e.g. the installation of "speed bumps") and provided that the same right exists in such portions of the Expansion Real Estate for owners and occupants of, and visitors and commercial deliveries to and from the Condominium.

ARTICLE 16

AMENDMENT OF DECLARATION

16.1 Subject to Declarant's right to amend this Declaration as set forth in Articles 13 and 14 above, this Declaration may only be amended by the affirmative vote or written consent of at least 67% of the Unit owners. No amendment (other than an amendment by Declarant pursuant to and in accordance with Article 13 or 14 above) shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the Office of the Register of the Register of Deeds for Milwaukee County, Wisconsin. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. No amendment shall adversely affect a special right reserved to Declarant, its successors or assigns, without the consent of Declarant or its successors and assigns.

ARTICLE 17

REMEDIES FOR VIOLATION BY UNIT OWNER

17.1 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. Any amount including

reasonable attorneys fees expended by the Association to cure a breach by or perform an action on behalf of an Owner, or to enforce the rights of the Association hereunder or which is otherwise provided to be paid to the Association hereunder shall be deemed payable as a special assessment on the Unit involved and shall otherwise be treated as an assessment under Article 9 hereof.

ARTICLE 18

SERVICE OF PROCESS

18.1 Service of process shall be made on Sileno Companies, Inc., 5429 N. 118th Court, Milwaukee, WI 53225, as registered agent for the Association, or upon such other person or persons and at such other location or locations as may from time to time be designated by the Board of Directors; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE 19

RIGHT OF ENTRY

19.1 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, or to read or service the water meter or shutoffs located in a Unit, 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 20

CONSTRUCTION AND EFFECT

20.1 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.

20.2 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.

20.3 Successors and Assigns. All rights and benefits reserved or covenanted for or to the Declarant under this Declaration, including but not limited to those rights reserved under this Article, 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 contained in this Article.

20.4 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, and each provision, or any part hereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

Executed at Milwaukee, Wisconsin, this 14th day of
June, 1994.

OVERLOOK LAKES CONDOMINIUM OF GREENDALE,
LLC

By /s/ Joseph P. Sileno, Jr.
Joseph P. Sileno, Jr., Manager

The undersigned hereby: (i) consents and agrees to the foregoing Declaration, (ii) to the extent necessary, assigns to Declarant the right of the undersigned under the Overlook Declaration to impose additional conditions on the Property, and (iii) waives the approval of the initial construction of improvements on the Condominium and on each portion of the Expansion Real Estate as to which Declarant is the declarant.

Executed at Milwaukee, Wisconsin this 14th day of June, 1994.

OVERLOOK LAKES GROUP

By /S/ Joseph Sileno
Joseph Sileno, Managing Partner

Signatures of Joseph Sileno and Joseph P. Sileno, Jr. authenticated this 14th
day of June, 1994.

/S/ Michelle Schroedel
Name: Michelle Schroedel
Notary Public, Wisconsin
My Commission: October 23, 1994

This instrument was drafted by
and should be returned to:
Robert A. Teper and Hal Karas
Michael, Best & Friedrich
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202

TABLE OF EXHIBITS

Exhibit A -	Legal Description of the Property Subjected to the Condominium Act
Exhibit B -	Survey of Declared Condominium
Exhibit C -	List of Building and Unit Addresses and Types
Exhibit D -	Floor Plans for Unit Types
Exhibit E -	Legal Description and Survey of Expansion Real Estate

EXHIBIT A

Legal Description of the Property

Parcel 1 of CERTIFIED SURVEY MAP NO. 5906 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 3, 1993 on Reel 3154, Image 385-388 of Certified Survey Maps as Document No. 6850863.

OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

CONDOMINIUM PLAT

ENCLAVE
7600 S. 5000
IN 7600
CL. 100' 0" 30' 0"

LEGAL DESCRIPTION

Parcel 1 of Certified Survey Map No. 1906 being a part of the SW 1/4 and SW 1/4 of the SW 1/4 of Section 26, T. 2 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 3, 1993 as Map 3114, Design 385-148 of Certified Survey Map in Document No. 8930063.

I, Stanley J. Henry, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon said property.

This condominium plat is a correct representation of OVERLOOK LAKES CONDOMINIUM and the identification and location of each unit and the common elements can be determined from the plat.

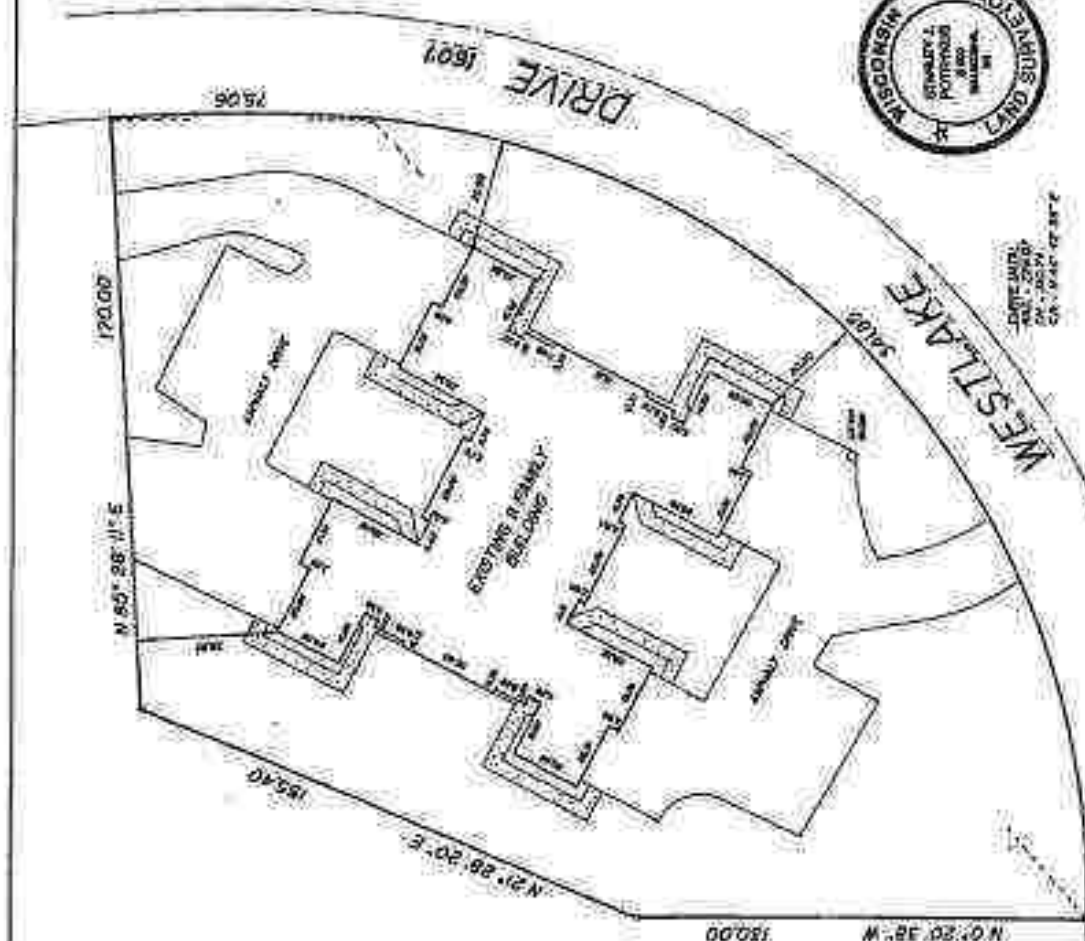
Stanley J. Henry
Stanley J. Henry, S-199

Date: 1 May 7, 1994

EXHIBIT B



DATE MAP:
MAY 7, 1994
BY: JCH
CL. 100' 0" 30' 0"



METROPOLITAN ENGINEERING, INC.
20015 OVERLOOK DRIVE, SUITE 100, MILWAUKEE, WI 53238
TEL: 414/762-4221 FAX: 762-4229

EXHIBIT C

UNIT ADDRESS

8641-8655 Westlake Drive
Greendale, Wisconsin

Building 40 (Type B2)

<u>UNIT NUMBER</u>	<u>ADDRESS</u>
8641	8641 Westlake Drive Greendale, Wisconsin 53129
8643	8643 Westlake Drive Greendale, Wisconsin 53129
8645	8645 Westlake Drive Greendale, Wisconsin 53129
8647	8647 Westlake Drive Greendale, Wisconsin 53129
8649	8649 Westlake Drive Greendale, Wisconsin 53129
8651	8651 Westlake Drive Greendale, Wisconsin 53129
8653	8653 Westlake Drive Greendale, Wisconsin 53129
8655	8655 Westlake Drive Greendale, Wisconsin 53129

OVERLOOK LAKES CONDOMINIUM

BUILDING 40-B2
8643-8653 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

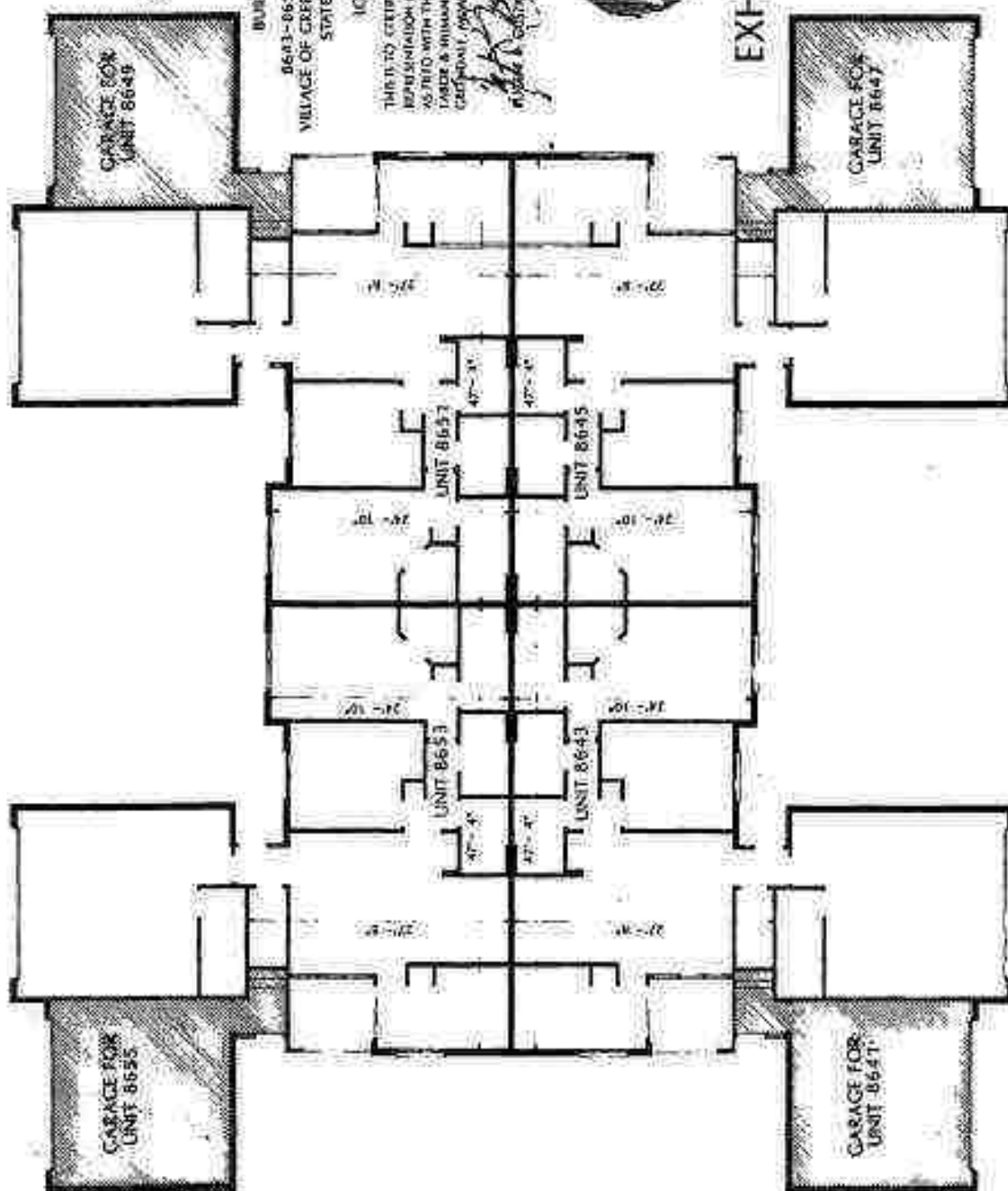
LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
TAXES & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

[Signature]
J. J. COSTA, ARCHITECT A. 1079



EXHIBIT D-1



OVERLOOK LAKES CONDOMINIUM

BUILDING 40-82

8641-8655 WESTLAKE DRIVE
VILLAGE OF GREENWALT, MILWAUKEE COUNTY,
STATE OF WISCONSIN

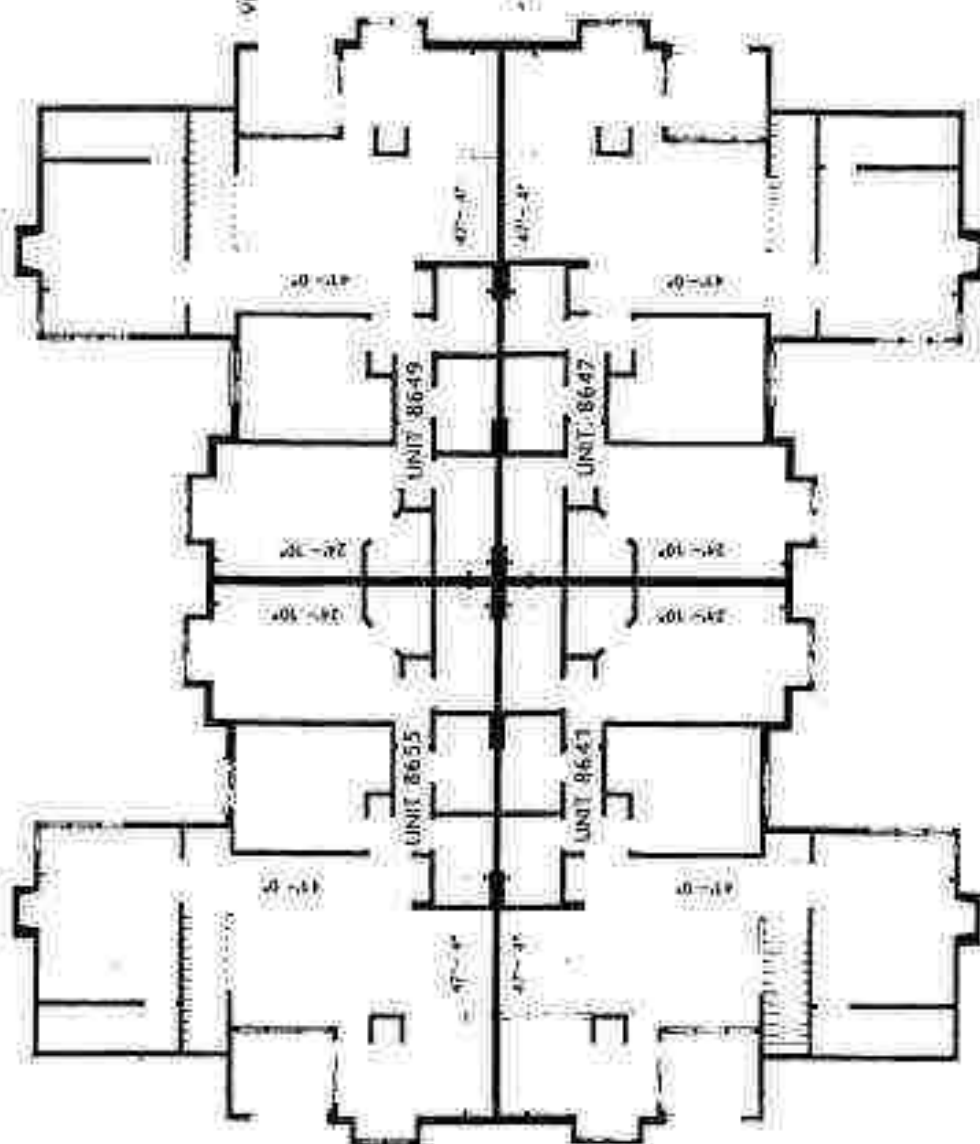
UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENWALT, MILWAUKEE COUNTY, WISCONSIN.

EDSON L. GUSTAFSON, ARCHITECT A-3629



EXHIBIT D-2



OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

EXPANSION REAL ESTATE DESCRIPTION

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

PARCELS 1 and 2 of CERTIFIED SURVEY MAP NO. 5408 BEING A PART OF THE SE 1/4 AND SW 1/4 OF THE SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on December 11, 1991 on Real 2010, Tract 431-224 of Certified Survey Maps as Document No. 5556117.

ALSO, Parcel 1 of CERTIFIED SURVEY MAP NO. 5507 BEING A PART OF THE SE 1/4 AND SW 1/4 of the SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 1, 1993 on Real 3154, Tract 369-302 of Certified Survey Maps as Document No. 4450664.

ALSO, all that part of the SE 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said SE 1/4 Section; thence S 87° 23' 06" E. along the South line of said SE 1/4 Section, 284.95 feet; thence S 3° 45' 00" E. 65.01 feet to the place of beginning of the lands to be described; thence S 87° 23' 06" E. along a line parallel to and 65 feet distant from the South line of said SE 1/4 Section, 743.70 feet; thence N 3° 37' 00" E. 15.29 feet; thence Northwesterly 272.28 feet along the arc of a circle whose center is on the East, whose radius is 200.47 feet, and whose chord bears N 23° 55' 18" E. 262.08 feet; thence Southwesterly 121.14 feet along the arc of a circle whose center is on the Southwest, whose radius is 214.28 feet, and whose chord bears N 73° 37' 35" E. 119.53 feet; thence N 69° 23' 22" E. 132.50 feet; thence N 80° 20' 30" E. 132.00 feet; thence N 21° 34' 30" E. 150.40 feet; thence N 89° 38' 11" E. 175.00 feet; thence westerly 350.94 feet along the arc of a circle whose center is on the West, whose radius is 231.25 feet and whose chord bears N 34° 25' 54" W. 359.77 feet; thence S 43° 00' 00" W. 66.08 feet; thence Northwesterly 168.33 feet along the arc of a circle whose center is on the Southwest, whose radius is 379.03 feet and whose chord bears S 57° 00' 13" W. 166.53 feet; thence Westerly 192.02 feet along the arc of a circle whose center is on the South, whose radius is 823.86 feet and whose chord bears N 75° 28' 12" W. 159.78 feet; thence S 08° 36' 27" E. 80.50 feet; thence N 04° 33' 03" W. 243.24 feet to a point on the South line of Milwaukee County Park Land; thence Westwesterly along said Park Land 342.23 feet along the arc of a circle whose center is on the South, whose radius is 1784.30 feet, and whose chord bears N 81° 41' 53" E. 279.55 feet; thence Westwesterly along said Park Land 305.49 feet along the arc of a circle whose center is on the South, whose radius is 1070.12 feet and whose chord bears S 82° 04' 10" W. 304.84 feet; thence S 73° 53' 01" W. along said Park Land, 20.51 feet; thence S 75° 52' 00" E. 4.67 feet to a point on the East right-of-way line of South 59th Street; thence S 11° 42' 38" E. along said East line 167.28 feet; thence Southwesterly along said East line 11.15 feet along the arc of a circle whose center is on the West, whose radius is 454.15 feet and whose chord bears S 3° 09' 48" E. 114.79 feet; thence S 3° 43' 02" W. along said East line along a line parallel to and 55 feet distant from the West line of said SE 1/4 Section, 422.23 feet; thence S 87° 23' 06" E. 248.99 feet; thence S 2° 45' 01" W. 202.97 feet to the place of beginning.



EXHIBIT E-1

OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

EXPANSION REAL ESTATE

This Exhibit describes only generally the location of proposed buildings and improvements to the Expansion Real Estate. Declarant does not represent or warrant that any of the buildings shown will in fact be added to the Condominium as that, as constructed, such buildings will be located as shown on this Exhibit. Declarant reserves the right to alter the number, location and style of buildings in the Expansion Real Estate from time to time.

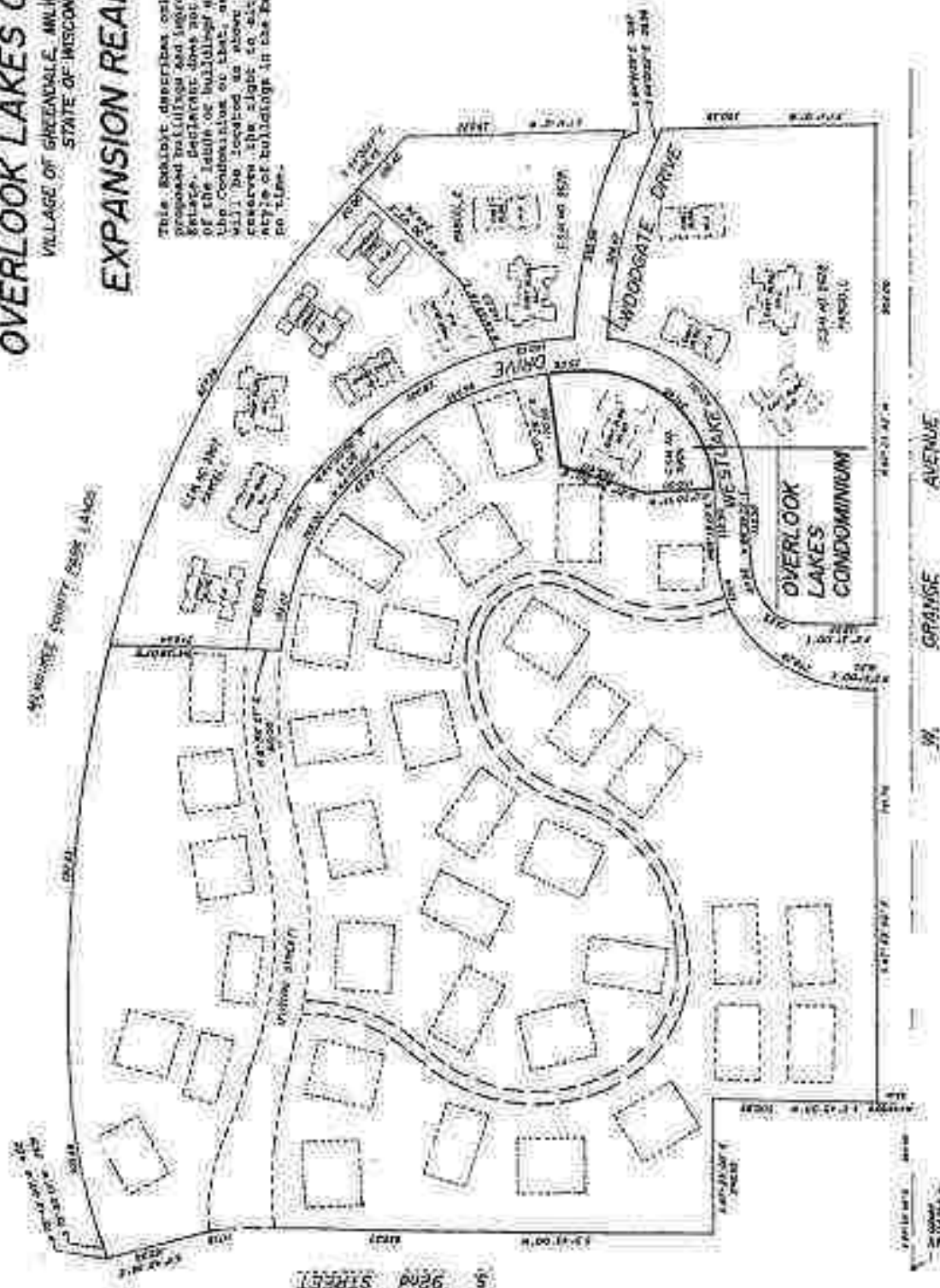


EXHIBIT E-2

PAGE 5 OF 5

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OVERLOOK LAKES CONDOMINIUM
AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This First Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807 ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings ascribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon three (3) buildings, two of which shall contain four (4) units each and the other building containing eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Under Article 13 of the Declaration, the Declaration may be amended by Declarant until the earlier of 10 years or the expiration of 30 days after the conveyance of 375 Units. Neither of such events has occurred and Declarant desires to amend the Declaration in certain respects as set forth below.

NOW, THEREFORE, the Declarant, pursuant to Articles 13 and 14 of the Declaration, hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas,

electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Project, the Overlook Declaration and all other matters of record and the following restrictions and conditions, and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "eight (8)" therefrom and substituting the number "twenty-four (24)" therefor, and by striking the phrase "multi-unit building" therefrom and substituting the phrase "multi-unit buildings" therefor.

2. Section 2.1 of the Declaration is hereby amended in its entirety to read as follows:

"Declarant shall construct multi-family buildings on the Property in accordance herewith. Each such building will be identified on Exhibit B attached hereto or as amended or supplemented from time to time as provided in Article 14 and shall bear a numeric designation as shown thereon. Each such building shall be referred to as a "Building". The initial Building is designated "Building 40".

3. Section 2.2 of the Declaration is hereby amended by adding the following paragraph thereto:

"Buildings 41 and 43 (and any additional Buildings of the same type, as designated on Exhibit C hereto from time to time as "Type C2 Buildings") shall be principally of brick and wood construction and includes four garage spaces. With respect to each Type C2 Building, (i) gas and electric service shall be provided to each Unit with separate metering, (ii) heating and air conditioning and hot water shall be supplied by a separate system for each Unit and the charges for each such system shall be borne by the Unit owner, and (iii) municipal water shall be supplied to each Unit with a single meter for each Building, the charges for which, together with sewer charges based thereon, shall be an obligation of the Association as a part of the common expenses thereof. Certain exterior lighting fixtures, including garage lights, are a part of the Building Limited Common Elements of the Building to which they are attached and shall be metered separately from the Units. Units in Type C2 Buildings

will have one of the following features on the second floor level: a finished "loft" area which shall be a part of the Unit, or an enclosed "bedroom" area which shall be a part of the Unit. Plans for each are shown on Exhibits 2D-1 and 2D-6 hereto. Although the plans for a particular Unit show either a "loft" or a "bedroom", the Declarant may change the actual feature installed prior to sale by the Declarant and thereafter record an amendment to this Declaration or other memorandum of the actual feature installed."

4. Section 5.1 is hereby amended by adding the following paragraph e:

"e. As to Type C2 Buildings, the area between the front of each Unit and the "screen wall" of masonry and vegetation appurtenant to each such Unit, which area contains a sidewalk leading from the front entry of the Building to the driveway, provided however that the Association shall maintain control over the exterior view of such area for landscape or other screening purposes as General Common Elements and the Association may place or replace or require installation, modification or removal of plantings, physical structures or other improvements for such purposes."

5. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/8" therefrom and substituting the fraction "1/24" therefor, and by striking the percentage "12.5%" therefrom and substituting the percentage "4.16%" therefor.

6. Section 9.1 of the Declaration is hereby amended by adding the following language immediately after the second sentence:

"Notwithstanding the foregoing, the replacement reserve shall be determined on a Building type by Building type basis and each Unit Owner shall be assessed its fractional portion of the replacement reserve for its Building. Each Unit Owner's fractional portion shall correspond to a fraction the numerator of which is one (1) and the denominator of which is the total number of

Units in said Building. The funds so collected, however, are common and shall be available to pay for any replacements on any Building in the Condominium.*

7. Exhibits A, B, C, D-1, D-2, E-1, and E-2 to the Declaration are hereby further amended as follows:

(a) Exhibits A, B, C, D-1 and D-2 as recorded are expanded to include Exhibits 2A, 2B, 2C and 2D-1 through 2D-6 attached hereto; and

(b) Exhibits E-1 and E-2 as recorded are amended as described on the attached Exhibits 2E-1 and 2E-2.

8. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings so submitted 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. Attached hereto is Exhibits 2E-1 and 2E-2 setting forth so much with the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 3rd day of March, 1995:

OVERLOOK LAKES CONDOMINIUM OF
GREENDALE, LLC

By: /s/ Joseph P. Sileno, Jr.
Joseph P. Sileno, Jr.,
Manager

[ACKNOWLEDGEMENT ON NEXT PAGE]

ACKNOWLEDGMENT

STATE OF WISCONSIN }
 }
COUNTY OF MILWAUKEE } ss.

Personally came before me this 3rd day of
March, 1995, the above named Joseph P. Sileno, Jr.,
who acknowledged himself to be the Manager of Overlook Lakes
Condominium of Greendale, LLC, and to me know to be the person
who executed the foregoing instrument as such manager of such
limited liability company, by its authority, and acknowledged the
same.

/S/ Debra J. Slater
Notary Public, Wisconsin
My commission: 02/07/99

This instrument was drafted by:
Hal Karas, Esq.
and Paul R. Seifert, Esq.
MICHAEL, BEST & FRIEDRICH
100 East Wisconsin Avenue,
Suite 3300
Milwaukee, WI 53202

EXHIBIT 2A

Parcel 1 of Certified Survey Map Number 5991, being a part of the SE 1/4 and the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin.

EXHIBIT 2C

UNIT ADDRESSES

All Addresses are in
Greendale, Wisconsin 53219

<u>Bldg.</u>	<u>Type</u>	<u>Unit</u>	<u>Address</u>	<u>Feature (if Type C2)</u>
41	C2	8701	8701 Westlake Drive	Bedroom
		8703	8703 Westlake Drive	Loft
		8705	8705 Westlake Drive	Loft
		8707	8707 Westlake Drive	Bedroom
42	B2	8761	8761 Westlake Drive	
		8763	8763 Westlake Drive	
		8765	8765 Westlake Drive	
		8767	8767 Westlake Drive	
		8771	8771 Westlake Drive	
		8773	8773 Westlake Drive	
		8775	8775 Westlake Drive	
		8777	8777 Westlake Drive	
43	C2	8811	8811 Westlake Drive	Bedroom
		8813	8813 Westlake Drive	Loft
		8815	8815 Westlake Drive	Loft
		8817	8817 Westlake Drive	Loft

OVERLOOK LAKES
CONDOMINIUM

BUILDING #102

B701-0707 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE
STATE OF WISCONSIN

POWER LINES

LEADING SOURCE OF
CENTRAL COMPANY DISCLOSURE

THE WHITE COMPANY LIMITED

1947 07 07

out: 2704

LIMIT: 6313

UNIT 0701

Journal of Consumer Policy

THOMAS M. LESTER

Environ Biol Fish

SCREEN WALL
GENERAL EDUCATION CURRICULUM

THIS IS TO CERTIFY THAT THE DRAWING IS AN ACCURATE REPRESENTATION OF THE PLOT IN A N OF THIS BEING SET INTO WITH THE WISCONSIN DEPARTMENT OF INDUSTRIES, LABOR & HUMAN RELATIONS AND THE VILLAGE OF DEBENITE, BREWSTER COUNTY, WISCONSIN.

STUDENT # : 000280605; ARCHITECT: G.S.B.97

EXHIBIT 2D-1

DISCUSSION

OVERLOOK LAKES CONDOMINIUM

BUILDING #102

8701-8707 WISLADE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

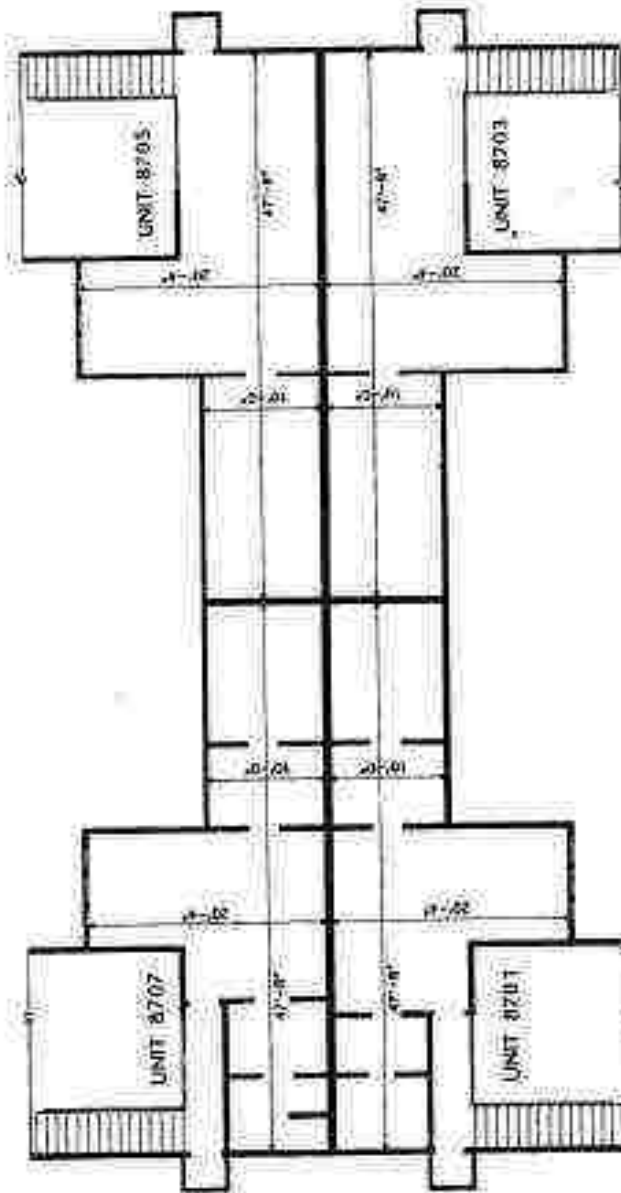


EXHIBIT 2D-2

SHEET 1 OF 3

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS SET TO WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR'S BUREAU OF RECORDS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Walter R. [Signature]

WALTER R. DISCHOWSKI, ARCHITECT, A-1879

OVERLOOK LAKES CONDOMINIUM

BUILDING 4282

8753-8775 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

(COURTY LEVEL)

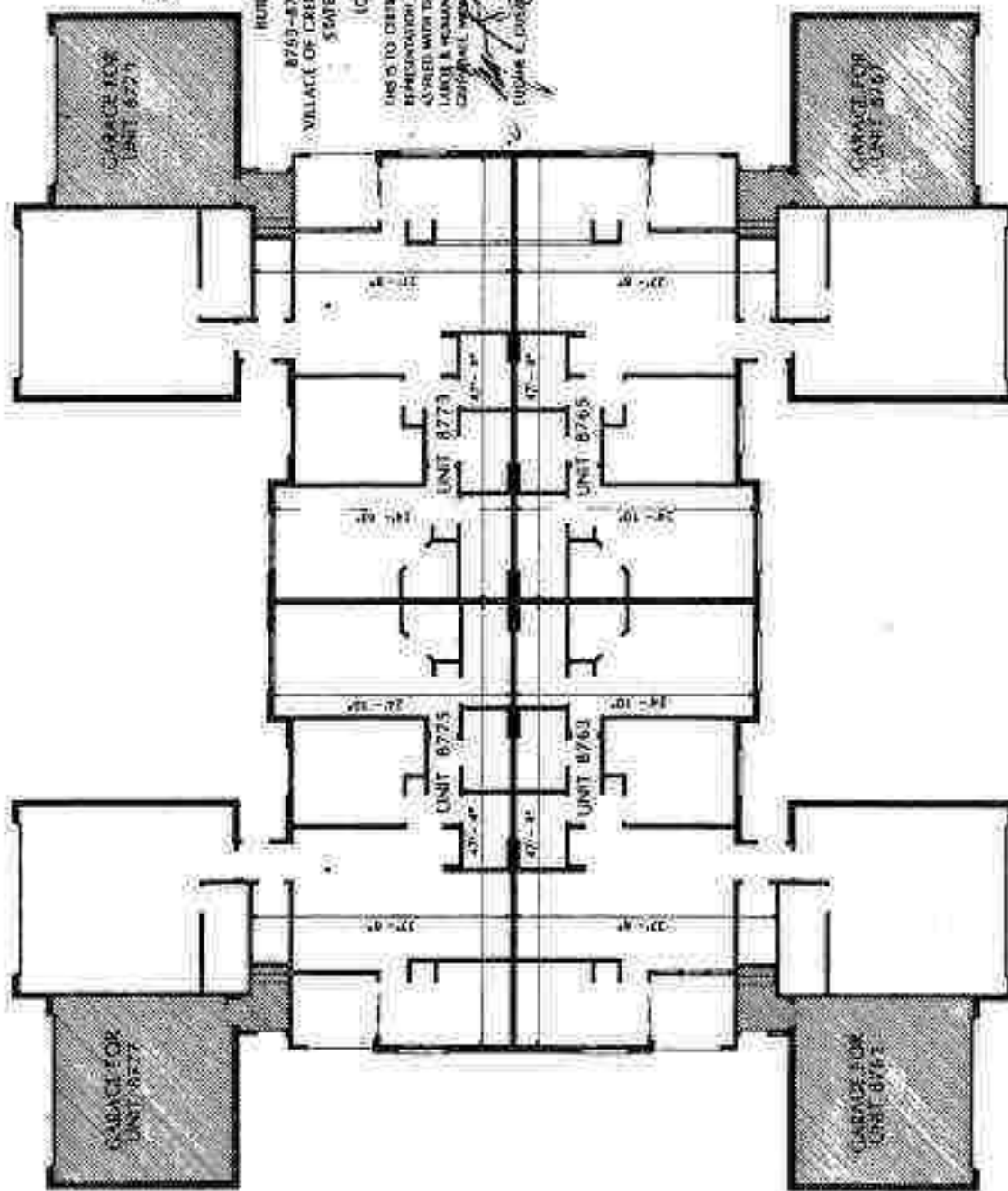
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS PER THE WISCONSIN DEPARTMENT OF REVENUE
LARGE & MEDIUM RELATIONS AND THE RELAXED OF
COMMERCIAL WISCONSIN COUNTY, WISCONSIN

John F. Schaefer
Cyril E. J. Schaefer, ARCHITECT & 3074



EXHIBIT 2D-3

SHEET 4 OF 8



OVERLOOK LAKES CONDOMINIUM

BUILDING 4282

8761-8772 WESTLAK DRIVE
VILLAGE OF GREENDALE, NEWAURORA COUNTY
STATE OF WISCONSIN

UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, NEWAURORA COUNTY, WISCONSIN

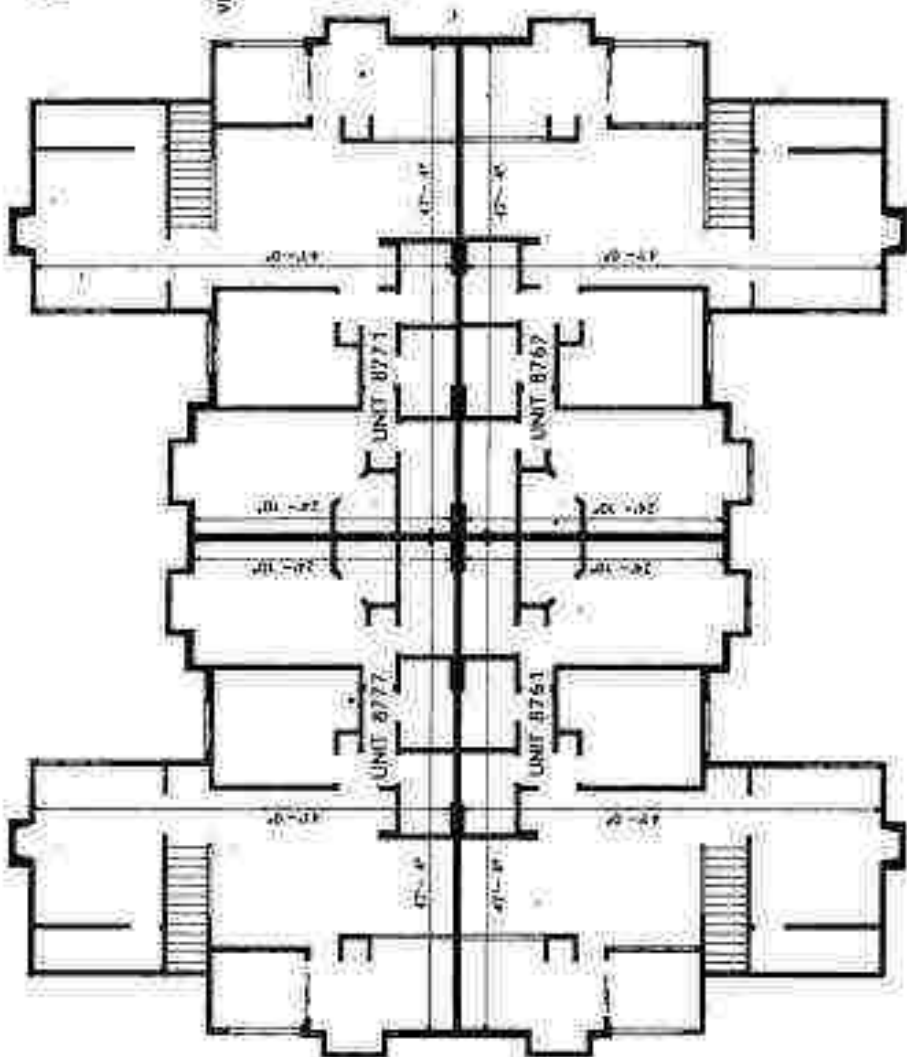
[Signature]

FIGURE 2. CLOSING/NOVEL ARCHITECT A-1879



EXHIBIT 2D-4

SHEET 5 OF 9

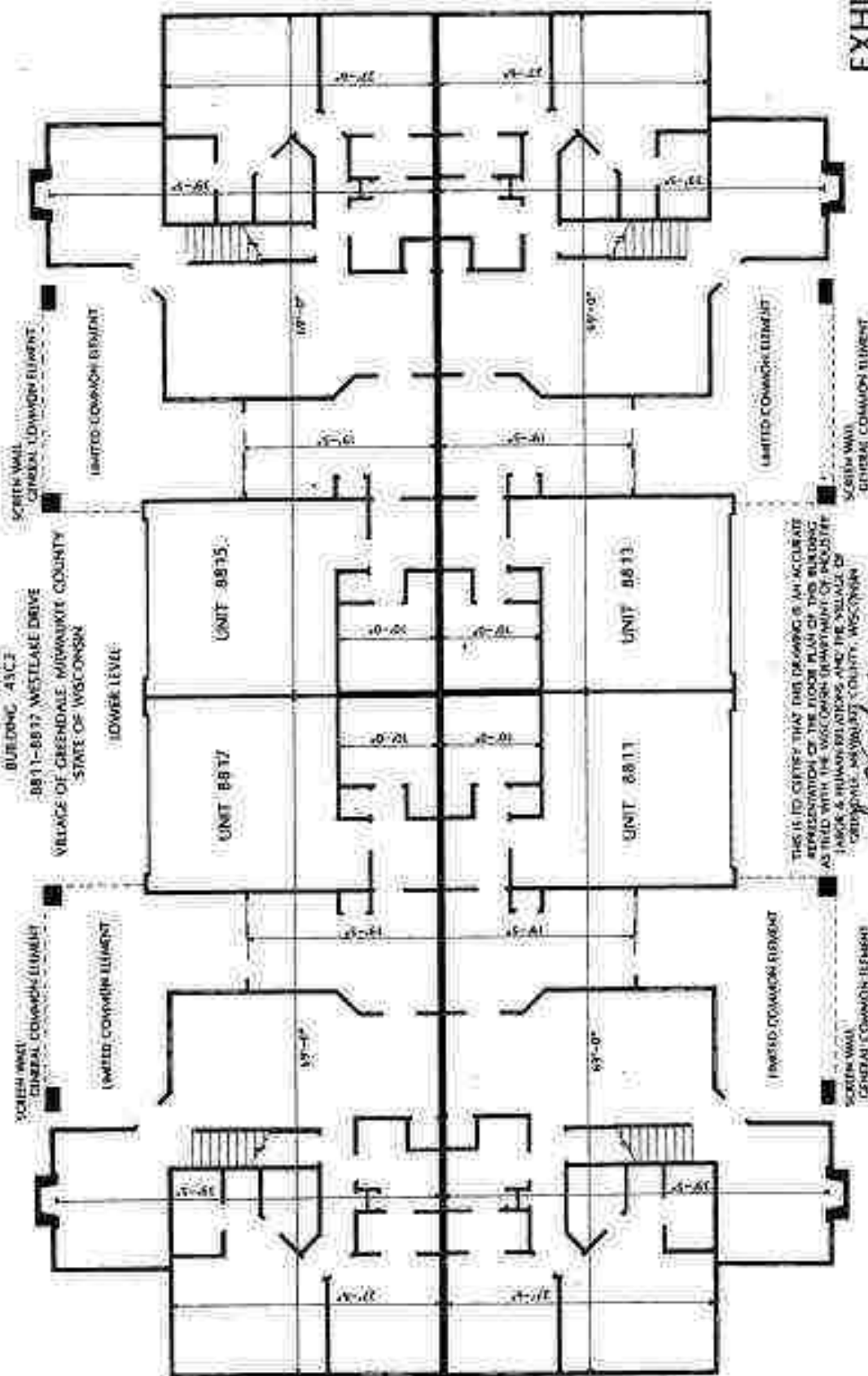


OVERLOOK LAKES CONDOMINIUM

BUILDING 43C2

8811-8817 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
TAXES & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Handwritten signature

JOHN R. VOSSWAG, ARCHITECT A-1829



EXHIBIT 2D-5

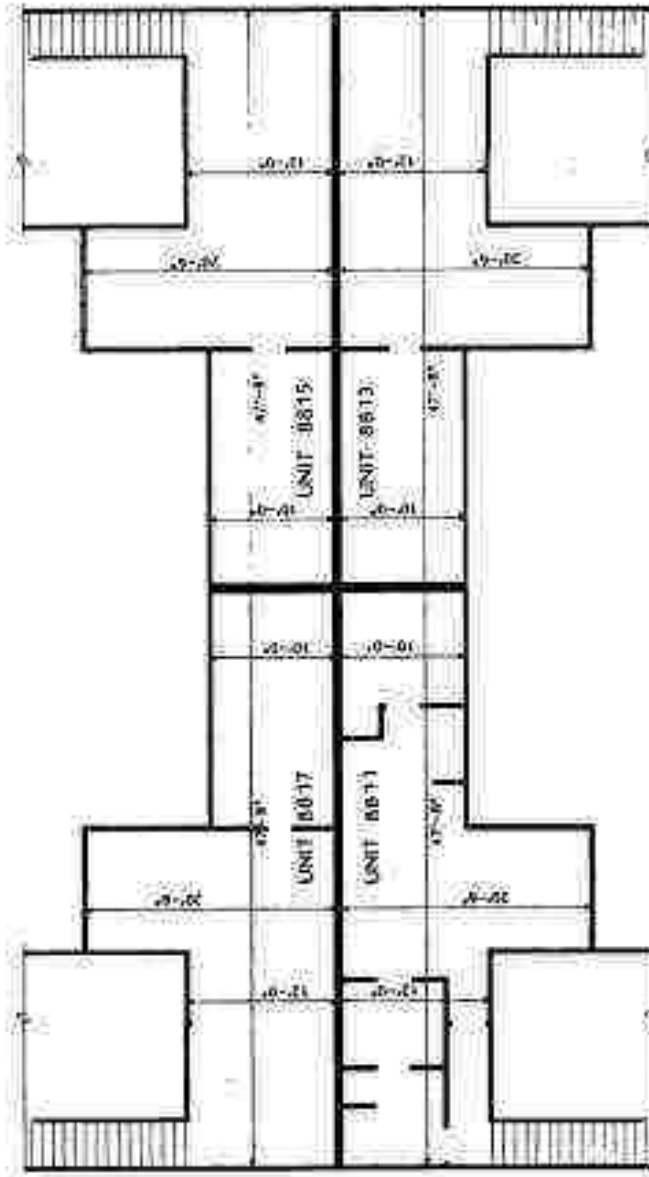
SHEET 6 OF 9

OVERLOOK LAKES CONDOMINIUM

BUILDING #302

8811-8817 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE ABOVE PLAN OF THIS BUILDING
AS FIED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LARGE & HOUSEHOLD, AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN.

[Signature]
ARCHITECT

ENCLOSURE 2, COLLEGEVILLE, ARCHITECT A-3075



EXHIBIT 2D-6

SHEET 2 OF 9

OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

EXPANSION REAL ESTATE

This exhibit discloses only generally, the location of the proposed buildings and improvements to be constructed on the lots in the subject subdivision. Declarant does not represent or warrant that any of the lots or buildings shown will in fact be added to the subdivision or that, as constructed, such buildings will be improved as shown on this exhibit. Declarant represents and warrants that this exhibit is a true and correct copy of the building in the Reparatian Multi-Family Home Division.

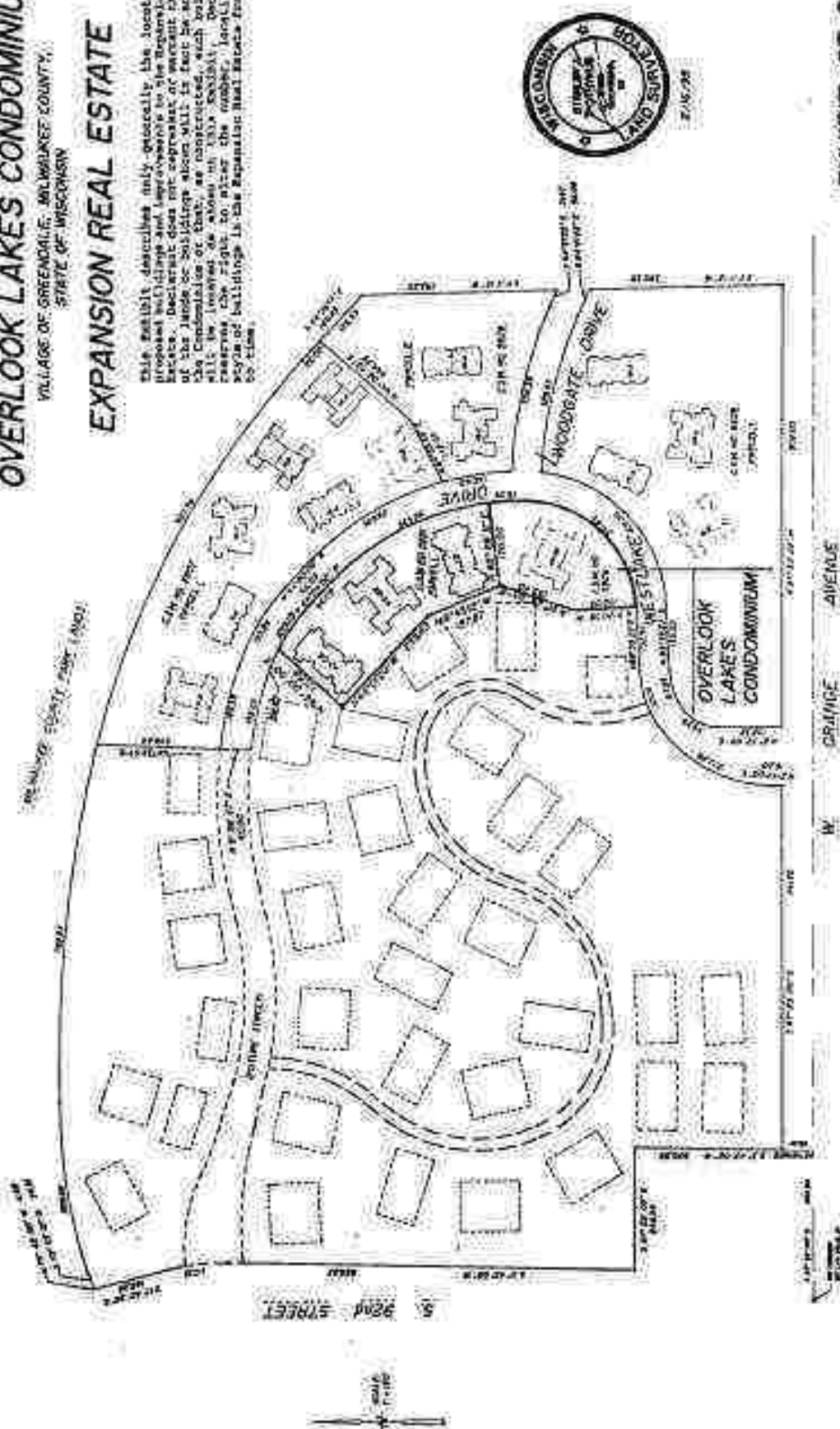


EXHIBIT 2E-2

6:50 5:20 PM

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OVERLOOK LAKES CONDOMINIUM
AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Second Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon two (2) buildings, each of which shall contain eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Declarations

NOW, THEREFORE, the Declarant, pursuant to Article 14 of the Declaration hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "twenty-four (24)" therefrom and substituting the number "forty (40)" therefor.

2. Section 2.2 of the Declaration is hereby amended by adding the following paragraph thereto:

"Building 45 (and any additional building of the same type, as designated on Exhibit C hereto from time to time as "Type A2 Buildings") shall be principally of brick and wood construction and include eight garage spaces. With respect to each Type A2 Building, (i) gas and electric service shall be provided to each Unit with separate metering, (ii) heating, air conditioning and hot water shall be supplied by a separate system for each Unit and the charges for each such system shall be borne by the Unit Owner; and (iii) municipal water shall be supplied to each Unit with a single meter for such Building, the charges for which, together with sewer charges based thereon, shall be an obligation of the Association as part of the common expenses thereof. Certain exterior lighting fixtures, including garage lights, are a part of the Building Limited Common Elements of the Building to which they are attached and shall be metered separately from the Units."

3. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/24" therefrom and substituting the fraction "1/40" therefor and by striking the percentage "4.16" therefrom and substituting the percentage "2.5" therefor.

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

- (a) Exhibits A, B, C and D as recorded are expanded to include Exhibits 3A, 3B, 3C and 3D-1 through 3D-4, attached hereto (all prior such Exhibits remaining in effect); and
- (b) Exhibits 2E-1 and 2E-2 as recorded are amended to be as shown on the attached Exhibits 3E-1 and 3E-2.

5. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings herein submitted are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto are Exhibits 3E-1

and 3E-2 setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 20th day of July, 1995.

OVERLOOK LAKES CONDOMINIUM
OF GREENDALE, LLC

By: /s/ Joseph P. Sileno, Jr.
Joseph P. Sileno, Jr.,
Manager

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

Personally came before me this 20th day of July, 1995, the above named Joseph P. Sileno, Jr. who acknowledged himself to be the Manager of Overlook Lakes Condominium of Greendale, LLC, and to me known to be the person who executed the foregoing instrument as such Manager of such limited liability company, by its authority, and acknowledged the same.

/s/ Michelle Schroedel
Notary Public, State of Wisconsin
My Commission: 10-18-98

This Instrument was Drafted By:

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

Return to:

Mal Karas, Esq.

EXHIBIT 3A

Parcel 1 of Certified Survey Map No. 6090 being a part of the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 1, 1995 on Reel 3533, Images 628-631 of Certified Survey Maps as Document No. 7076621.

EXHIBIT 3C

UNIT ADDRESSES

All addresses are on Westlake Drive, Greendale, Wisconsin 53219

<u>Building</u>	<u>Type</u>	<u>Unit and Address</u>
44	B2	8857 Westlake Drive
		8859 Westlake Drive
		8861 Westlake Drive
		8863 Westlake Drive
		8865 Westlake Drive
		8867 Westlake Drive
		8869 Westlake Drive
		8871 Westlake Drive

<u>Building</u>	<u>Type</u>	<u>Unit and Address</u>
45	A2	8881 Westlake Drive
		8883 Westlake Drive
		8885 Westlake Drive
		8887 Westlake Drive
		8889 Westlake Drive
		8891 Westlake Drive
		8893 Westlake Drive
		8895 Westlake Drive

OVERLOOK LAKES CONDOMINIUM

BUILDING 14-82

8857-8871 WESTLAKE DRIVE

VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

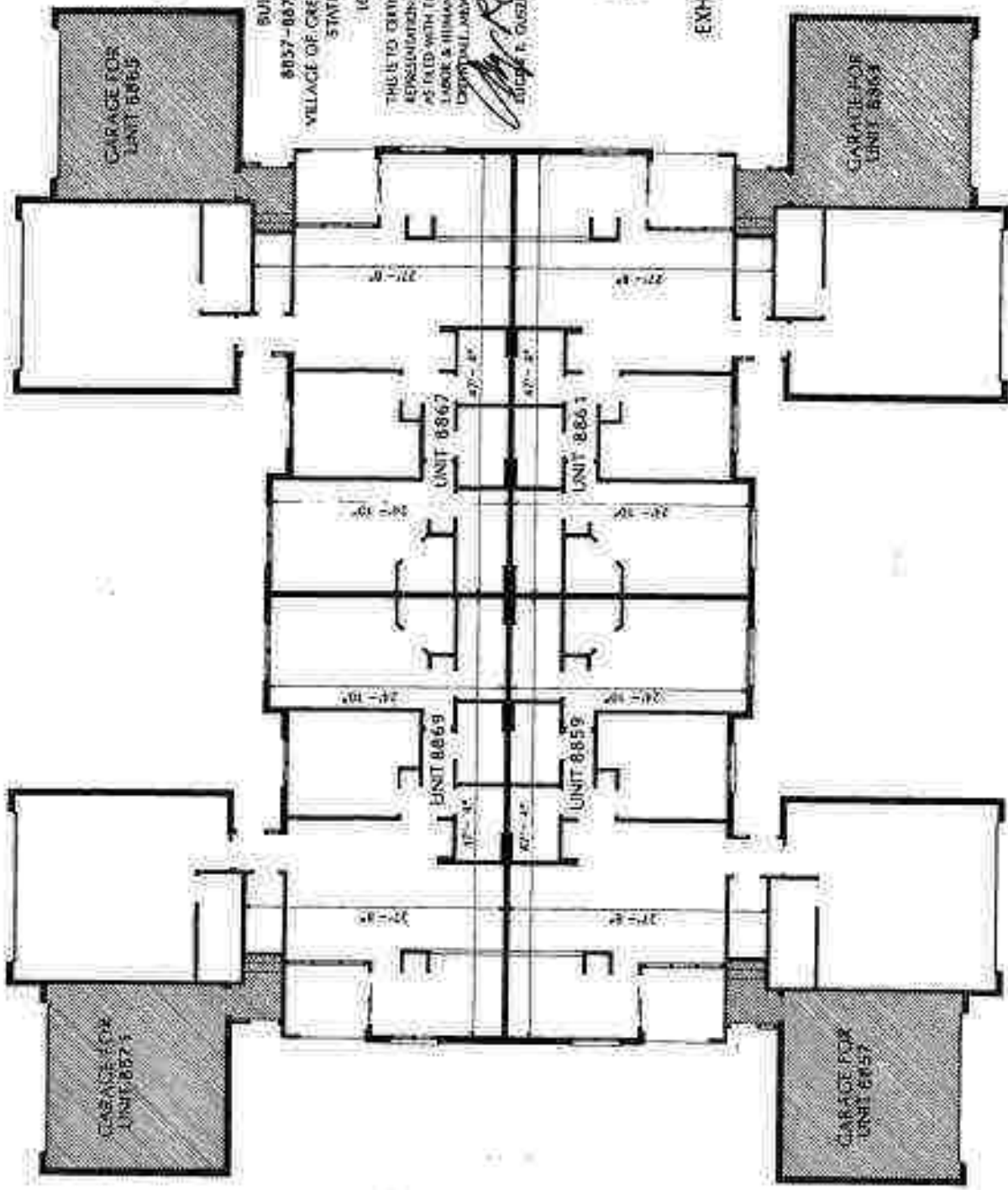
LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE TRUERE PLAN OF THIS BUILDING,
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE,
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN.

Michael P. Gusek
MICHAEL P. GUSEK ARCHITECT A-1809



EXHIBIT 3D-1



OVERLOOK LAKES
CONDOMINIUM

BUILDING 44-B5

8857-8871 WESTLAKE DRIVE

VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

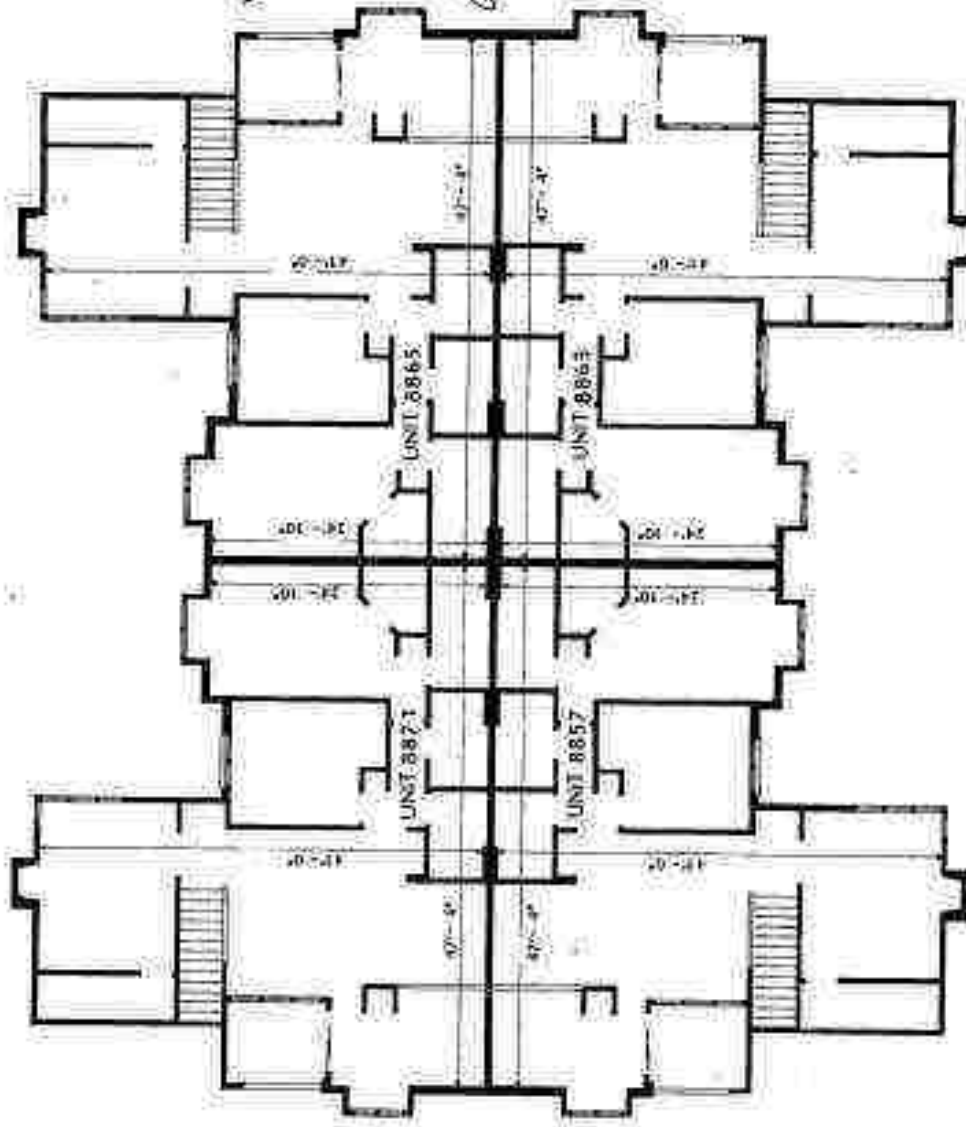
Upper level

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILLED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF GREENHILL, MENAUGEE COUNTY, WISCONSIN.

LUCIANO E. DUSZCZYNIAK, ARCHITECT A-1078



EXHIBIT 3D-2



OVERLOOK LAKES CONDOMINIUM

BUILDING 45-A2
8837-8895 WESTLAKE DRIVE
VILLAGE OF GRIENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

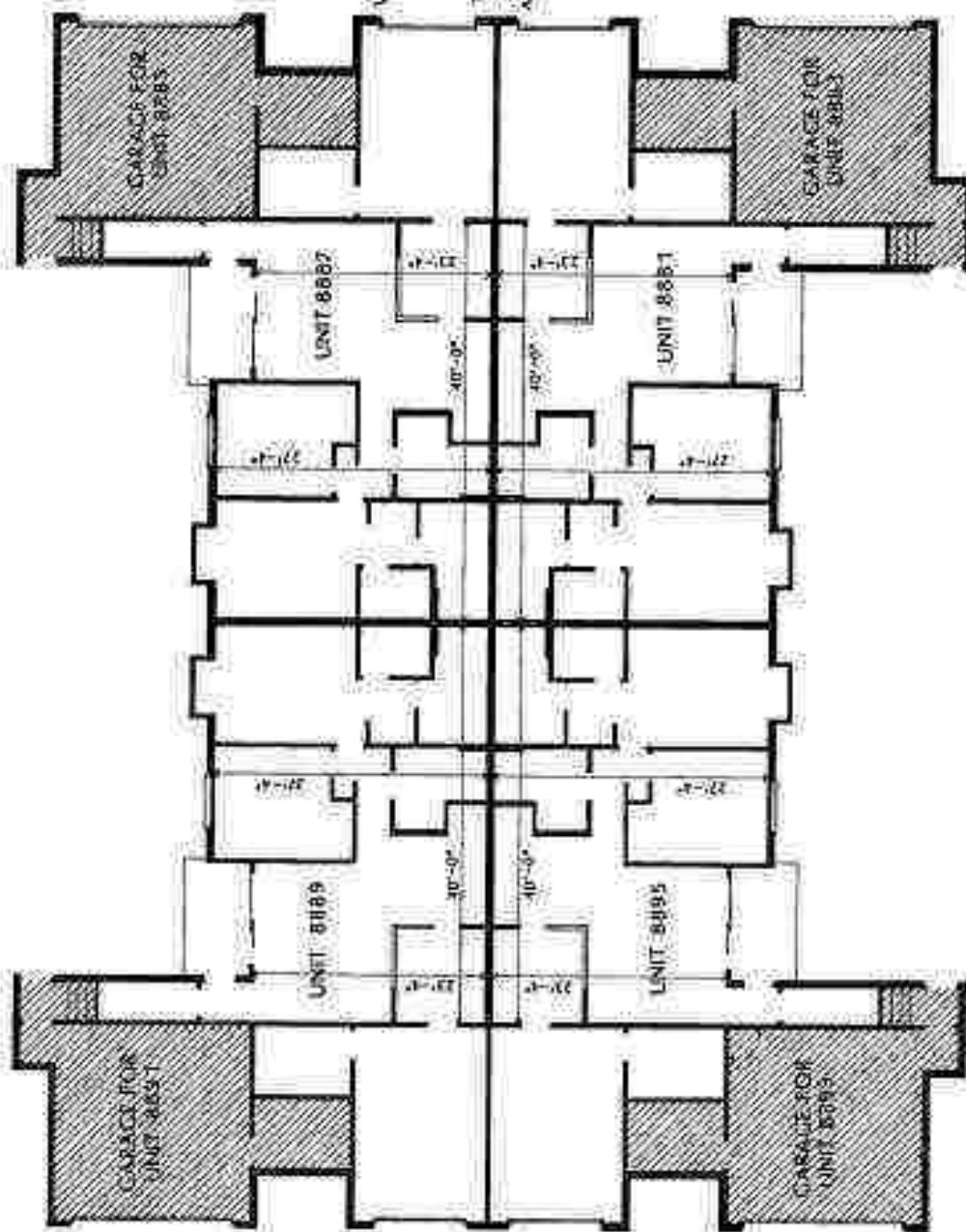
LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GRIENDALE, MILWAUKEE COUNTY, WISCONSIN

John R. Dwyer
JOHN R. DWYER, ARCHITECT A-3829



EXHIBIT 3D-3



OVERLOOK LAKES CONDOMINIUM

BUILDING 45-A2
6887-8895 WESTLAKE DRIVE
VILLAGE OF CREENDALE, MENAUGE COUNTY
STATE OF WISCONSIN

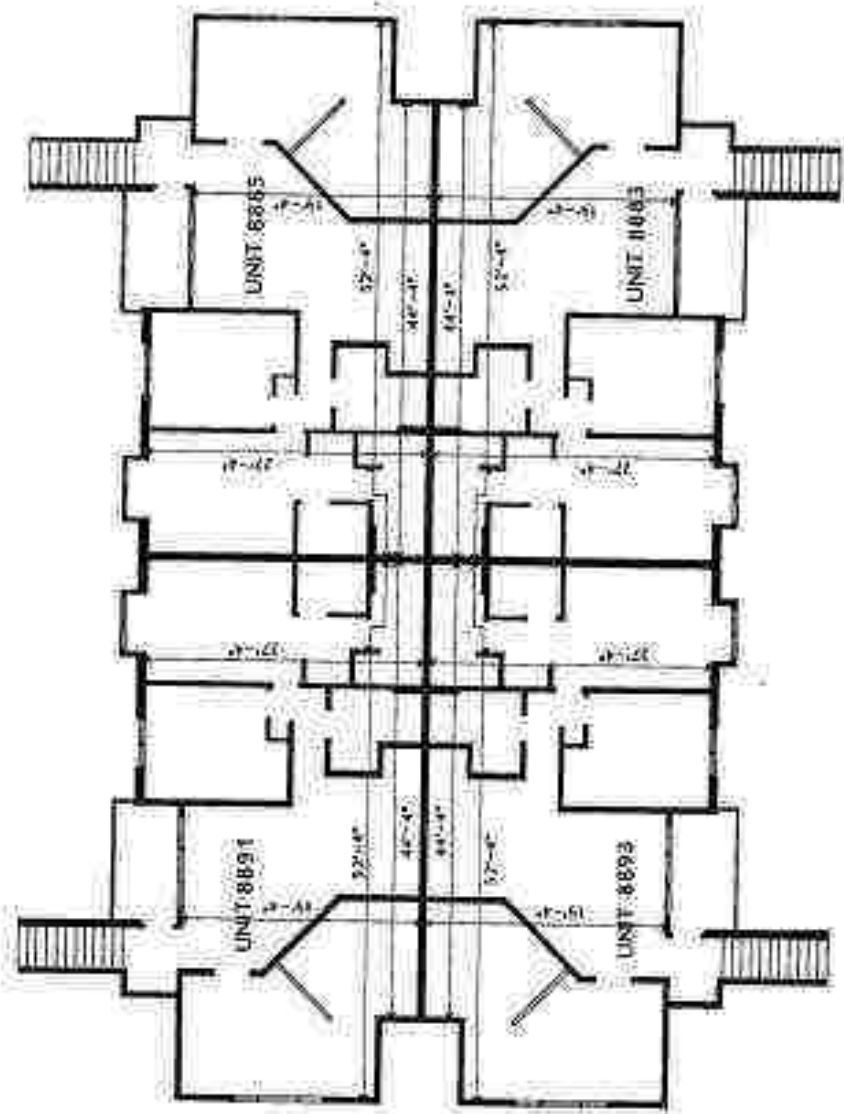
UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CREENDALE, MENAUGE COUNTY, WISCONSIN

John R. Ceylan
LUCINDA QUAKROWSKI, ARCHITECT A-3879



EXHIBIT 3D-4



OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

EXPANSION REAL ESTATE

This Exhibit describes only generally the location of proposed buildings and improvements to the Expansion Real Estate. Declarant does not represent or warrant that any of the items or buildings shown will in fact be added to the Condominium or that any improvements or buildings will be located or shown on this Exhibit. Declarant reserves the right to alter the name, location and style of buildings in the Expansion Real Estate from time to time.

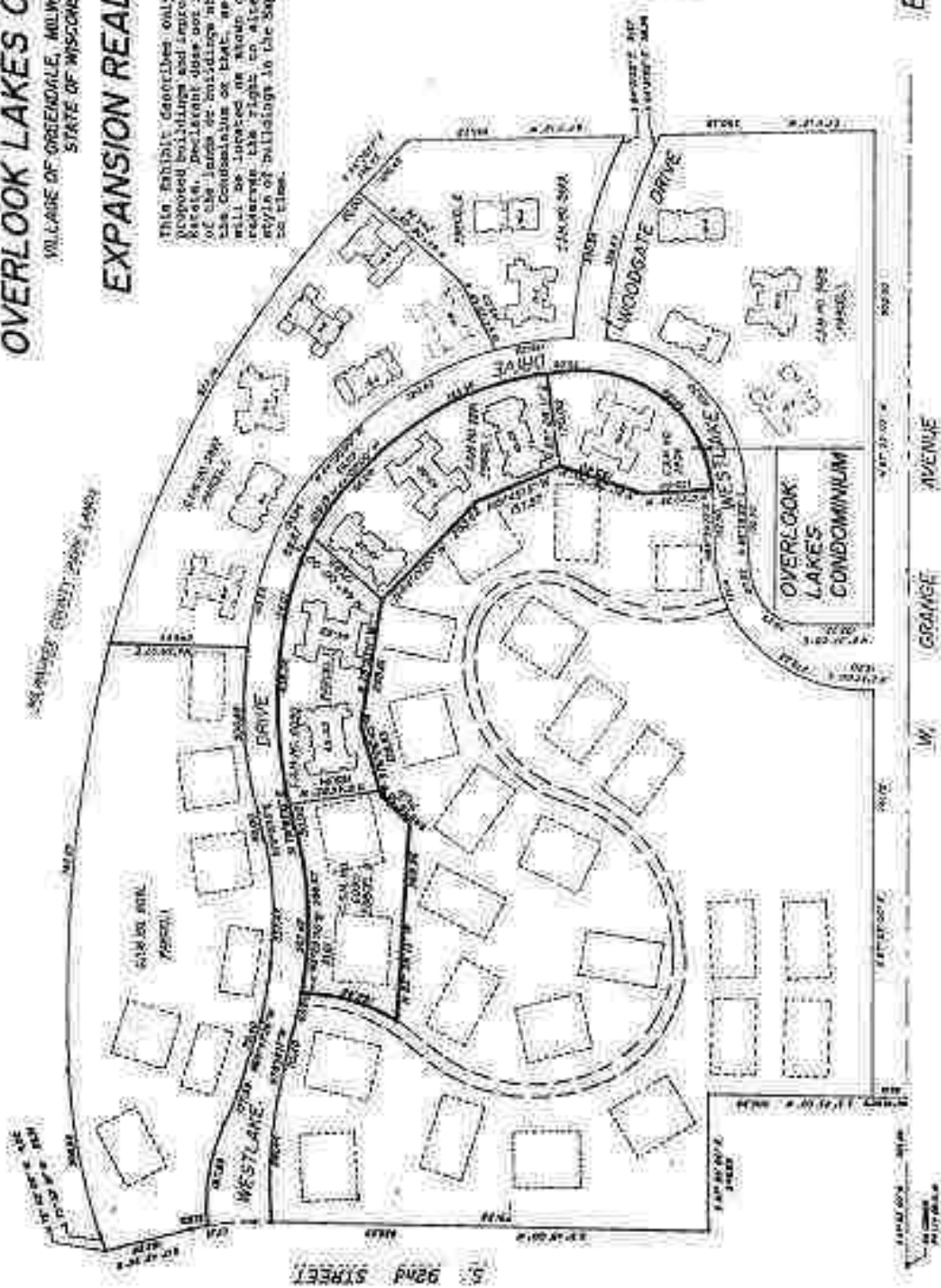


EXHIBIT 3E-2

PAGE 7 OF 7

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OVERLOOK LAKES CONDOMINIUM
AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Third Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon two (2) buildings, one of which shall contain eight (8) units, the other of which shall contain four (4) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Declarations

NOW, THEREFORE, the Declarant, pursuant to Article 14 of the Declaration hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "forty (40)" therefrom and substituting the number "fifty-two (52)" therefor.

2. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/40" therefrom and substituting the fraction "1/52" therefor and by striking the percentage "2.5" therefrom and substituting the percentage "1.92" therefor.

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

- (a) Exhibits A, B, C and D as recorded are expanded to include Exhibits 4A, 4B, 4C and 4D-1 through 4D-4, attached hereto (all prior such Exhibits remaining in effect); and
- (b) Exhibits 3E-1 and 3E-2 as recorded are amended to be as shown on the attached Exhibits 4E-1 and 4E-2.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings herein submitted are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto are Exhibits 4E-1 and 4E-2 setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 17th day of October, 1995.

OVERLOOK LAKES CONDOMINIUM
OF GREENDALE, LLC

By: /s/ Joseph P. Sileno, Jr.
Joseph P. Sileno, Jr.,
Manager

[Acknowledgment Continued on Next Page]

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

STATE OF WISCONSIN }
 }SS
COUNTY OF MILWAUKEE }

Personally came before me this 17th day of October, 1995, the above named Joseph P. Sileno, Jr. who acknowledged himself to be the Manager of Overlook Lakes Condominium of Greendale, LLC, and to me known to be the person who executed the foregoing instrument as such Manager of such limited liability company, by its authority, and acknowledged the same.

/S/ Michelle Schroedel

Notary Public, State of Wisconsin
My Commission: October 18, 1998

This Instrument was Drafted By:

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

Return to:

Hal Karas, Esq.

EXHIBIT 4A

Parcel 2 of Certified Survey Map No. 6090 being a part of the SW 1/4 of the SW 1/4 of Section 28, T6N, R21E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 1, 1995 on Reel 3533, Images 628-631 of Certified Survey Maps as Document No. 7076621.

OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY, STATE OF WISCONSIN

CONDOMINIUM PLAT

LEGAL DESCRIPTION
 Parcel 3 of CERTIFIED SURVEY NO. 6550 being a part of the SE 1/4 of the SW 1/4 of Section 28, T 6 N, R 2 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 1, 1995 as Recd. 353, Pages 626-633 of Certified Survey Maps as Document No. 7076631.

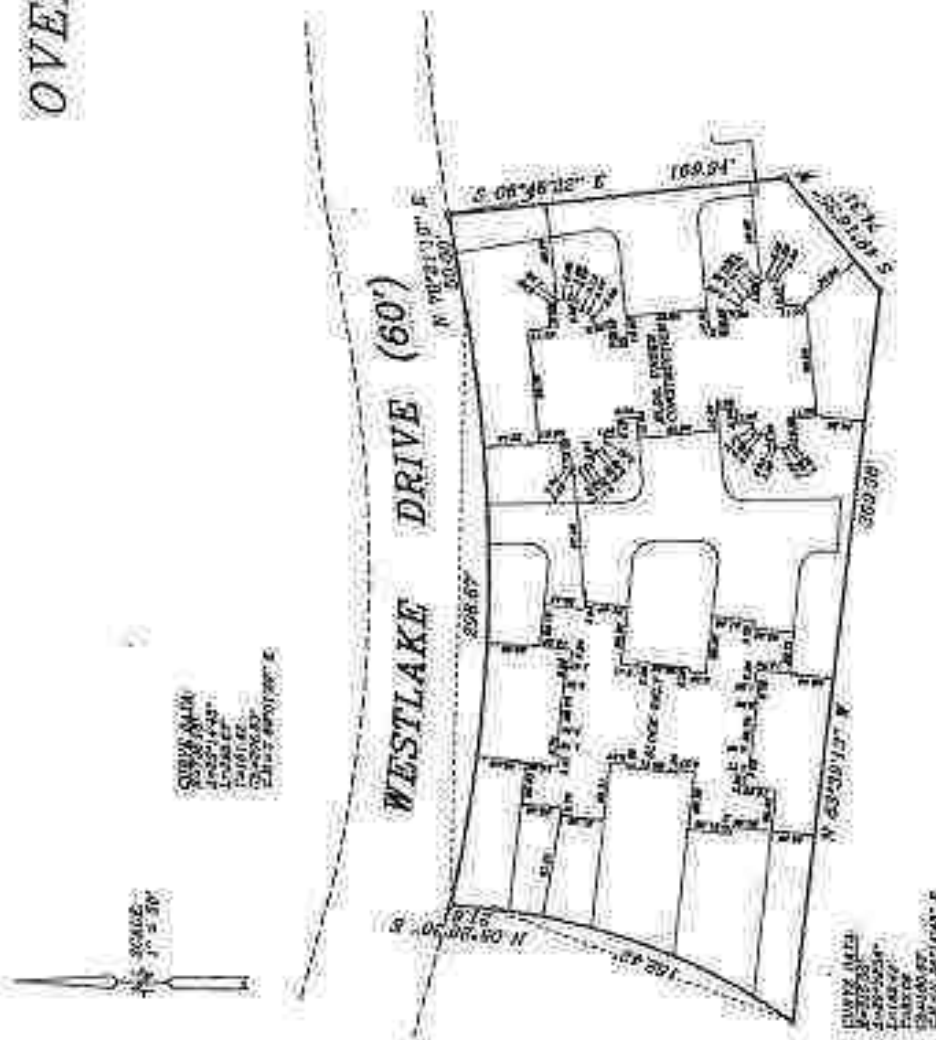
I, Stanley J. Metropolitan, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the existing boundary lines and the location of the buildings and improvements upon said property.

This condominium plat is a correct representation of a portion of the OVERLOOK LAKES CONDOMINIUM which is the subject of an application of the condominium and the identification and location of each unit and the common elements can be determined from the plat.

Stanley J. Metropolitan
 Stanley J. Metropolitan, S.D.E.
 Date Oct 6, 1995



EXHIBIT 4B



METROPOLITAN ENGINEERING, INC.
 28075 CONSUMERS CIRCLE, SUITE 100, WAUKESHA, WI 53186
 PH. (414) 785-3221 FAX 782-4426

EXHIBIT 4C

UNIT ADDRESSES
All Addresses are in
Greendale, Wisconsin 53219

<u>Bldg.</u>	<u>Type</u>	<u>Unit</u>	<u>Address</u>	<u>Feature (if Type C2)</u>
46	C2	8933	Westlake Drive	Loft
		8935	Westlake Drive	Loft
		8937	Westlake Drive	Loft
		8939	Westlake Drive	Bedroom
47	B2	9041	Westlake Drive	
		9043	Westlake Drive	
		9045	Westlake Drive	
		9047	Westlake Drive	
		9049	Westlake Drive	
		9051	Westlake Drive	
		9053	Westlake Drive	
		9055	Westlake Drive	

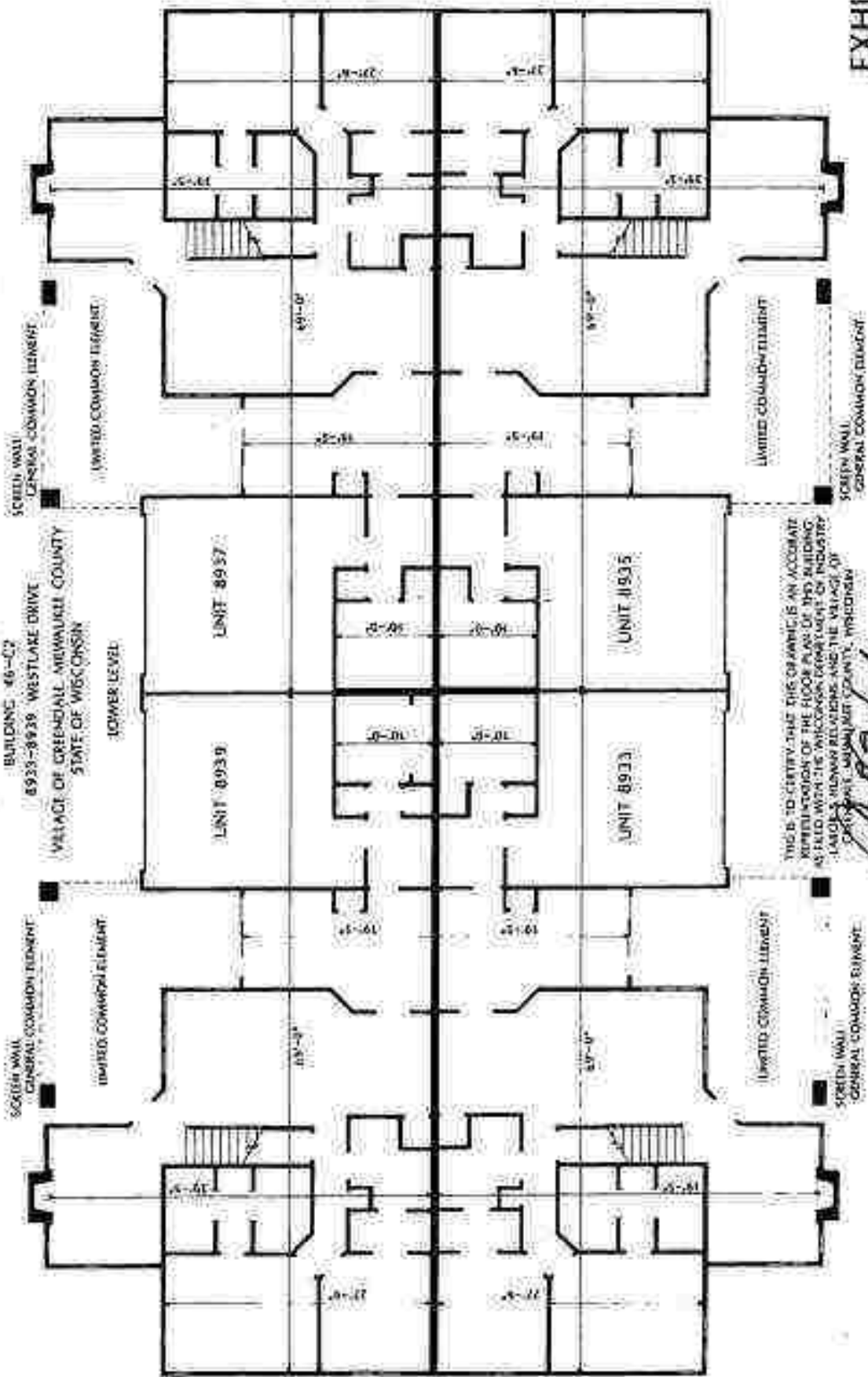
OVERLOOK LAKES CONDOMINIUM

BUILDING 46-C2

8933-8939 WESTLAKE DRIVE

VILLAGE OF GREENDALE, MENAUGE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY,
LABOR, HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MENAUGE COUNTY, WISCONSIN

[Signature]
LORNE E. GLENNON, ARCHITECT & 3879



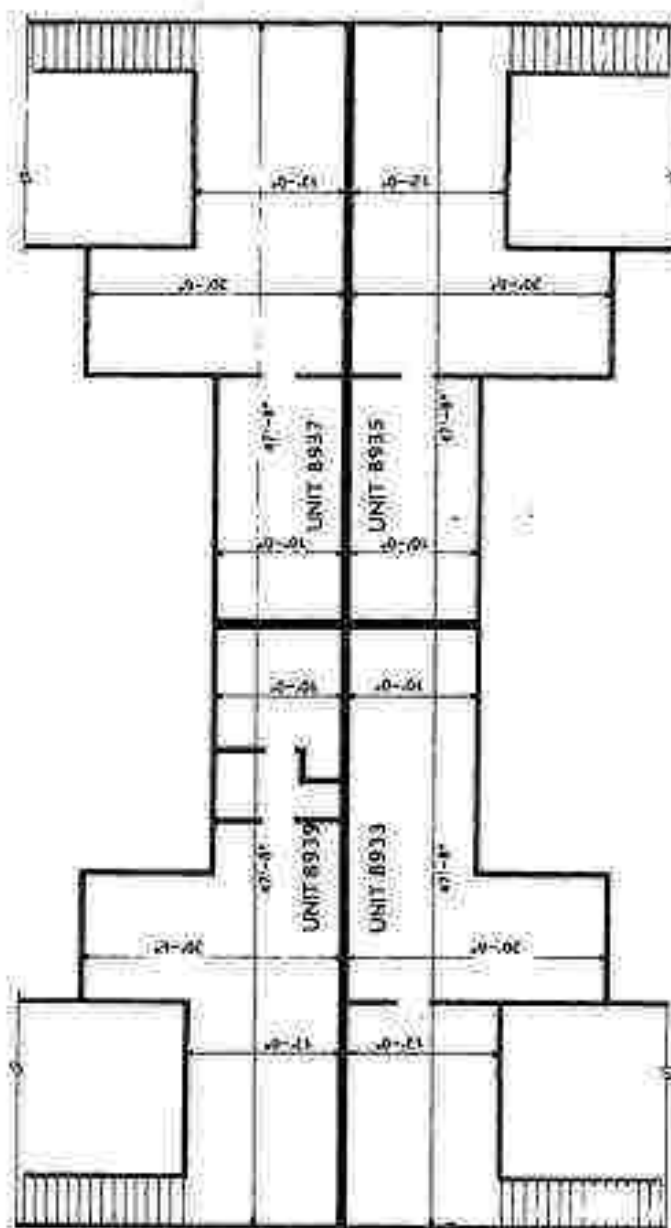
EXHIBIT 4D-1

OVERLOOK LAKES CONDOMINIUM

BUILDING 4E-C2

8933-8939 WESTLAK DRIVE
VILLAGE OF CRENSDALE MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
UNDER A POWER OF ATTORNEY AND THE VILLAGE OF
CRENSDALE, MILWAUKEE COUNTY, WISCONSIN

[Signature]

BOBIE E. GURROWSKI ARCHITECT A-3874



EXHIBIT 4D-2

PAGE 3 OF 7

BUILDING 47-02
9047-9055 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MENAUNEE COUNTY
STATE OF WISCONSIN

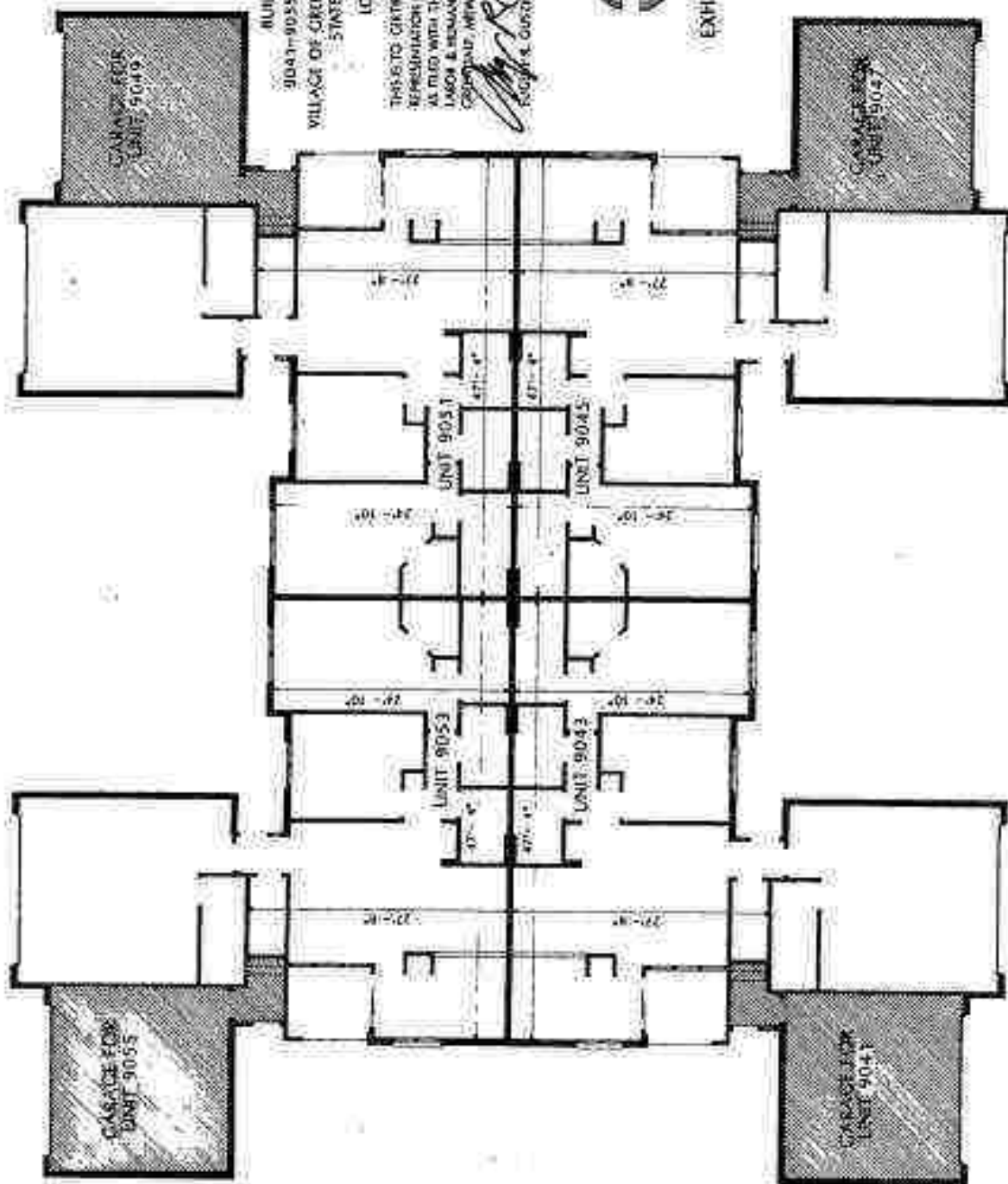
OVERVIEW

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THE BUILDING AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY, LABOR & HUMAN RELATIONS AND THE OFFICE OF COURTLAND, WISCONSIN COUNTY, WISCONSIN.

CRENSHAW, NEWBURGH COUNTY, WISCONSIN
 Mr. R. D. Smith
 FUTURE CUSTOMER ARCHITECT - 100%



EXHIBIT 4D-3



OVERLOOK LAKES
CONDOMINIUM

BUILDING 47-B2
904T-9055 WESTLAKE DRIVE
VILLAGE OF CASINDALE, MENAKEE COUNTY
STATE OF WISCONSIN

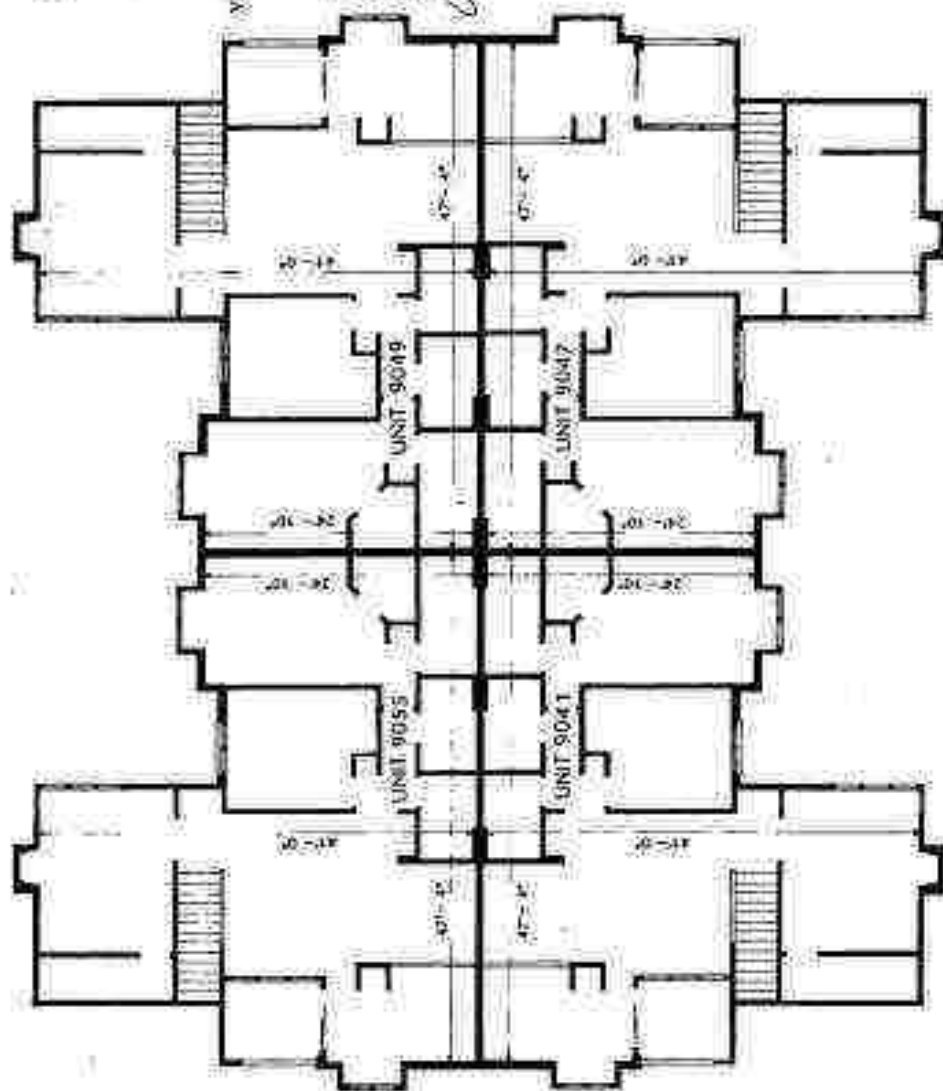
Upper Limb

THIS IS TO CERTIFY THAT THE DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING, AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF CORTLAND, MANITOWISH COUNTY, WISCONSIN.

EUGENE H. CUSUMANO, ARCHITECT A-UNITED



EXHIBIT 4D-4



OVERLOOK LAKES CONDOMINIUM VILLAGE OF GREENDALE, MILWAUKEE COUNTY, STATE OF WISCONSIN

EXPANSION REAL ESTATE

This Exhibit describes only generally the location of proposed buildings and improvements to the Expansion Real Estate. Declarant does not represent or warrant that any of the lands or buildings shown will in fact be added to the Condominium or that, as constructed, such buildings will be located as shown in this Exhibit. Declarant reserves the right to alter the number, location and style of buildings in the Expansion Real Estate from time to time.

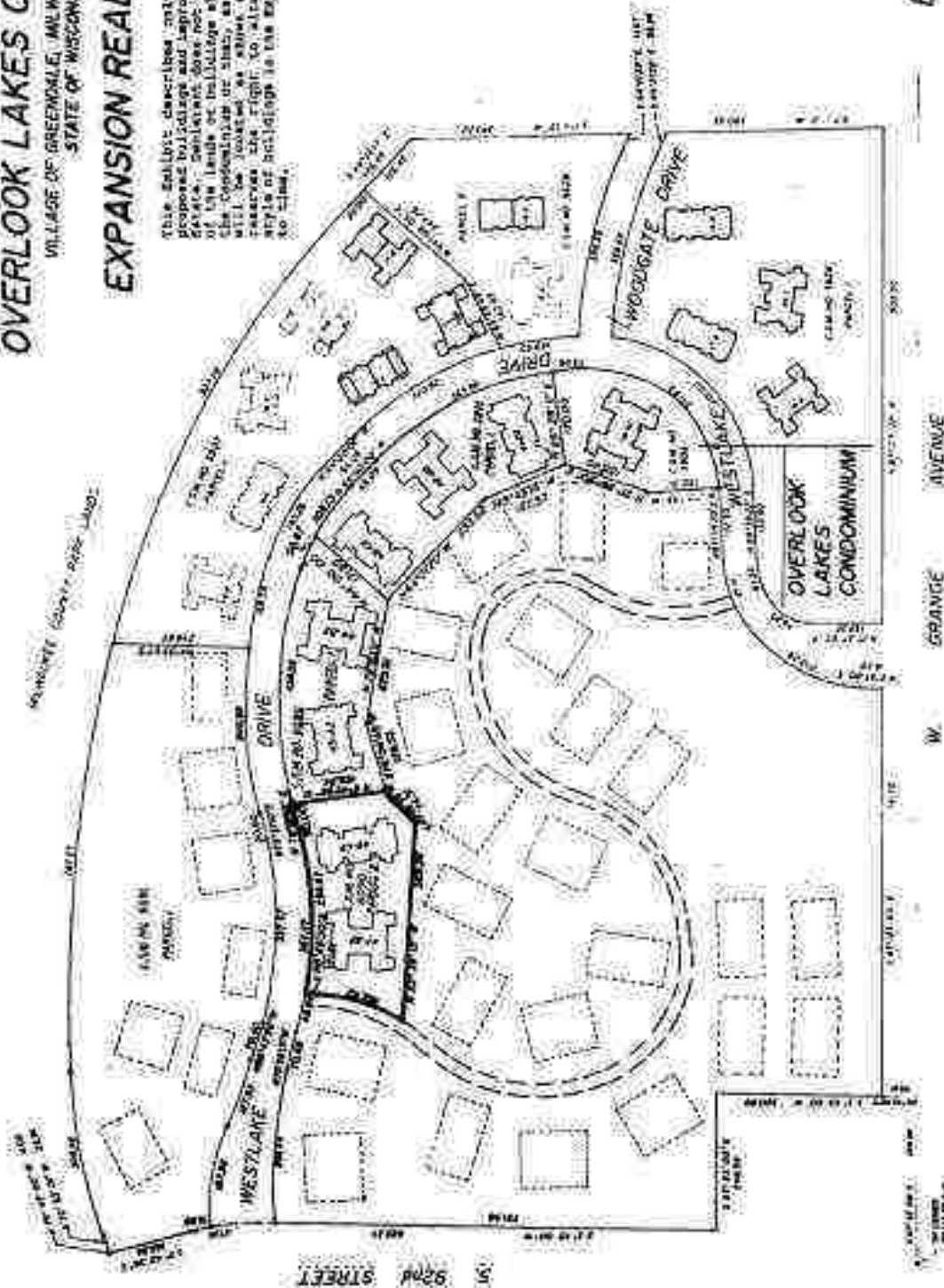


EXHIBIT 4E-2

CERTIFIED SURVEY MAP NO. 6090

AFFIDAVIT OF CORRECTION

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

WHEREAS, in preparing Certified Survey Map No. 6090 being a part of the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, an omission was made thereon.

I, Stanley J. Potrykus, a Registered Land Surveyor, do hereby declare and affirm that the following is the omission:

SHEET 1 OF 3 - 1) A 19 foot wide private road easement, sanitary sewer and watermain easement and public road reservation should have been shown over the West 19 feet of Parcel 2.

WITNESS my hand and seal this 1st day of February, 1996.

/S/ Stanley J. Potrykus
Stanley J. Potrykus, RLS, 3-500

SIGNED and sealed in the presence of:

/S/ Brian M. Dodge
Brian M. Dodge

/S/ Robert C. Cassert
Robert C. Cassert

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY came before me this 1st day of February, 1996, the above named Stanley J. Potrykus, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me this 1st day of February, 1996.

/S/ Frederick W. Bosney
Notary Public-State of Wisconsin

My Commission Expires 10/18/98

VILLAGE BOARD APPROVAL

APPROVED by the Village Board of the Village of Greendale on this 20th day of February, 1996.

/S/ Bernard G. Schroedl
Bernard G. Schroedl, Village President

/S/ Dianne S. Robertson
Dianne S. Robertson, Village Clerk

RETURN TO: Stanley J. Potrykus
20675 Crossroads Circle - Suite 150
Waukesha, WI 53186

This instrument was drafted by Stanley J. Potrykus.

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OVERLOOK LAKES CONDOMINIUM
AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Fourth Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon three (3) buildings, two of which shall each contain four (4) units, the other of which shall contain eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Declarations

NOW, THEREFORE, the Declarant, pursuant to Article 14 of the Declaration hereby (i) submits the property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "fifty-two (52)" therefrom and substituting the number "sixty-eight (68)" therefor.

2. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/52" therefrom and substituting the fraction "1/68" therefor and by striking the percentage "1.92" therefrom and substituting the percentage "1.47" therefor.

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

- (a) Exhibits A, B, C and D as recorded are expanded to include Exhibits 5A, 5B, 5C and 5D-1 through 5D-6, attached hereto (all prior such Exhibits remaining in effect); and
- (b) Exhibits 4E-1 and 4E-2 as recorded are amended to be as shown on the attached Exhibits 5E-1 and 5E-2.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings herein submitted are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto are Exhibits 5E-1 and 5E-2 setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of this 9th day of May, 1996.

OVERLOOK LAKES CONDOMINIUM
OF GREENDALE, LLC

By: /s/ Joseph P. Sileno, Jr.
Joseph P. Sileno, Jr.,
Manager

[Acknowledgment Continued on Next Page]

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

STATE OF WISCONSIN }
 }SS
COUNTY OF MILWAUKEE }

Personally came before me this 9th day of May, 1996,
the above named Joseph P. Sileno, Jr. who acknowledged himself to
be the Manager of Overlook Lakes Condominium of Greendale, LLC,
and to me known to be the person who executed the foregoing
instrument as such Manager of such limited liability company, by
its authority, and acknowledged the same.

/S/ Debra J. Slater

Notary Public, State of Wisconsin
My Commission: 2/7/99

This Instrument was Drafted By:

Robert A. Teper, Esq.
Paul R. Seifert, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

Return to:

Robert A. Teper, Esq.

EXHIBIT 5A

Parcel 3 of CERTIFIED SURVEY MAP No. 6207 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on March 26, 1996 on Reel 3763, Images 1239-1243 of Certified Survey Maps as Document No. 7197406.

OVERLOOK LAKES CONDOMINIUM VILLAGE OF GREENDALE MILWAUKEE COUNTY, STATE OF WISCONSIN CONDOMINIUM PLAT

50' PRIVATE ROAD EASEMENT &
PUBLIC ROAD RESERVATION



EXHIBIT 55

LEGAL DESCRIPTION

TABLE 1.3 OF CONDOMINIUM MAP NO. 1007 BEING PART OF THE 38 1/4 AND 39 1/4 OF THE SW 1/4 OF SECTION 26, T. 2 N., R. 21 E., 10 TH TOWNSHIP OF GREENDALE, MILWAUKEE COUNTY, WISCONSIN, BEARING TO WEST 26, 1007 OF MAR 27/03, PAGE 1235 IS 1001 AS SET FORTH THEREIN AND ITS LOCATION AS SHOWN ON SAID MAP.

I, Christopher J. Buckel, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the actual boundary lines and the location of the buildings and improvements upon said property.

This condominium plat is a correct representation of a portion of the plat for the OVERLOOK LAKES CONDOMINIUM which is the subject of an application to the Wisconsin Department of Natural Resources for a plat of the same and the common elements can be determined from the plat.

METROPOLITAN ENGINEERING, INC.
2015 LEXINGTON DRIVE, SUITE 100, MILWAUKEE, WI 53206
(414) 761-1234 FAX (414) 761-1235



Christopher J. Buckel
Date: 4/12/06
Page 1 of 3

EXHIBIT 5C

UNIT ADDRESSES

All Addresses are in Greendale, WI 53219

<u>Bldg.</u>	<u>Type</u>	<u>Unit</u>	<u>Address</u>	<u>Feature (if type C2)</u>
31	C2	8990	Woodbridge Drive	Loft
		8992	Woodbridge Drive	Loft
		8994	Woodbridge Drive	Loft
		8996	Woodbridge Drive	Loft
32	B2	8974	Woodbridge Drive	
		8976	Woodbridge Drive	
		8978	Woodbridge Drive	
		8980	Woodbridge Drive	
		8982	Woodbridge Drive	
		8984	Woodbridge Drive	
		8986	Woodbridge Drive	
		8988	Woodbridge Drive	
33	C2	8946	Woodbridge Drive	Loft
		8948	Woodbridge Drive	Loft
		8950	Woodbridge Drive	Loft
		8952	Woodbridge Drive	Loft

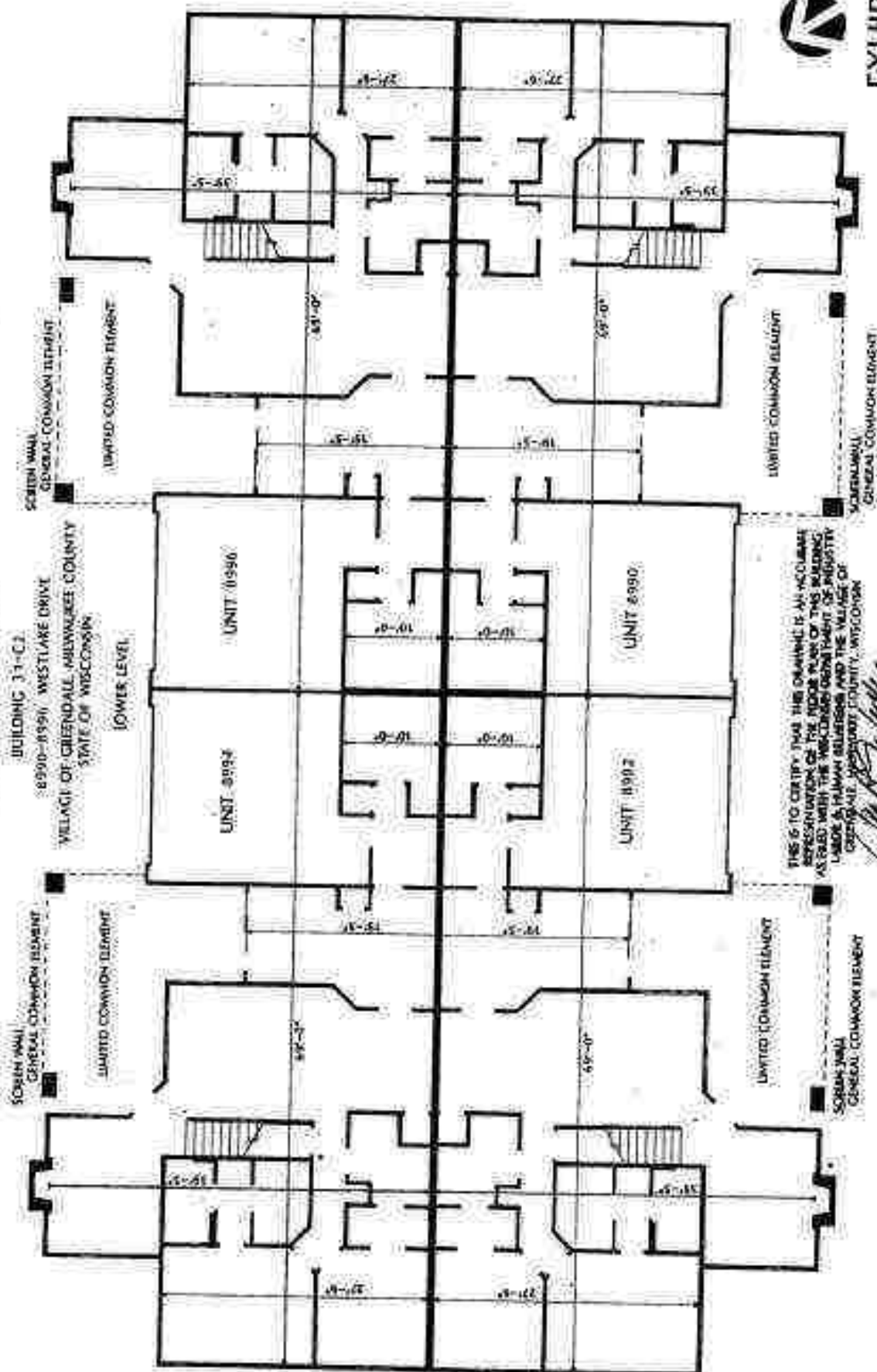
**OVERLOOK LAKES
CONDOMINIUM**

70-44 CHIOJON

1990-1996 WESTLAKE DRIVE

VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THE DRAFTING IS AN ACCURATE REPRESENTATION OF THE ABOVE PLAN OF THIS BUILDING, FILED WITH THE MISSOURI DEPARTMENT OF REVENUE, LABOR & HUMAN RELATIONS AND THE VILLAGE OF CAZENOVITE, MISSOURI COUNTY, MISSOURI.

BLOOMER & CLARKSON ARCHITECT A-20879

EXHIBIT 5D-1

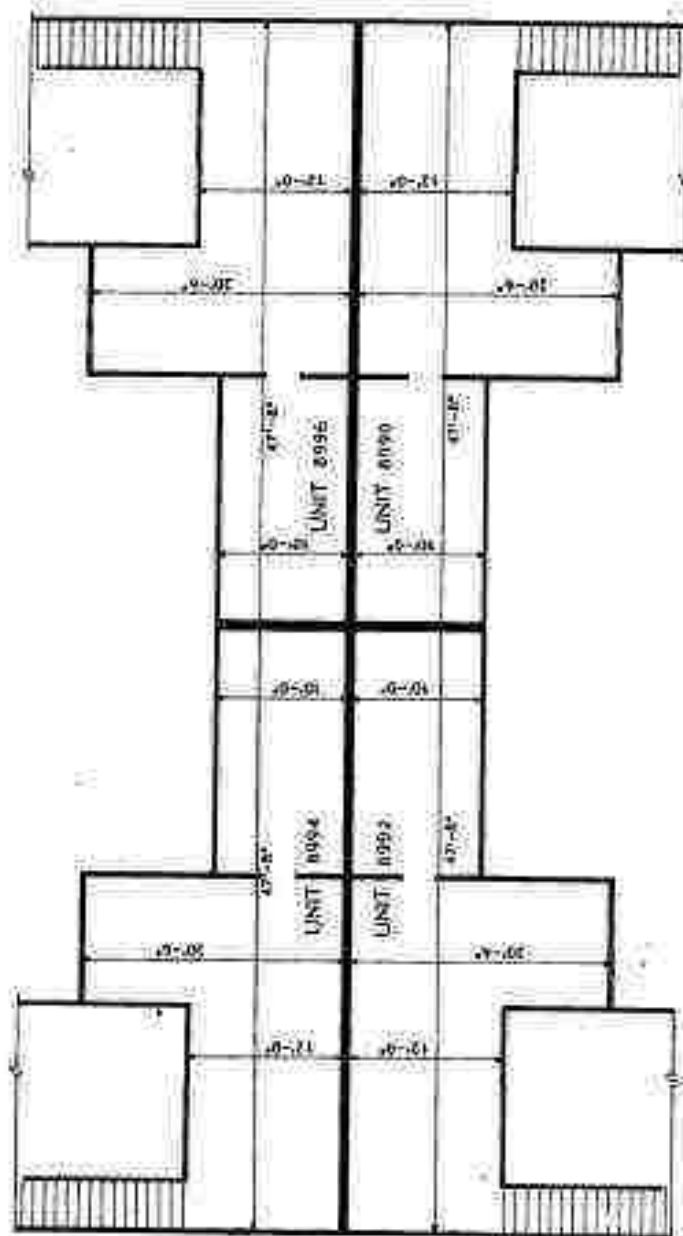
Sheet 2 of 9

OVERLOOK LAKES
CONDOMINIUM

20-6E. 2MACHINE

8990-0596 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

1999, 2001).



THIS IS TO CERTIFY THAT THE DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR AS OF THIS RECORD, AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY, LABOR & JOURNAL RELATIONS, AND THE OFFICE OF THE CLERK OF CIRCUIT COURT, WISCONSIN.

DAVID E. K. BRYCE, AIA, ARCHITECT A-1879



EXHIBIT 5D-2

SHEET 3 OF 9

OVERLOOK LAKES CONDOMINIUM

BUILDING 32-B2

8974-8983 WESTLAKE DRIVE

VILLAGE OF GREENDALE, MENAUGE COUNTY

STATE OF WISCONSIN

TOWER LEVEL

THIS IS TO CERTIFY THAT THE DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THE BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MENAUGE COUNTY, WISCONSIN

Michael R. Dwyer
MICHAEL R. DWYER ARCHITECT INC. JEFFERSON

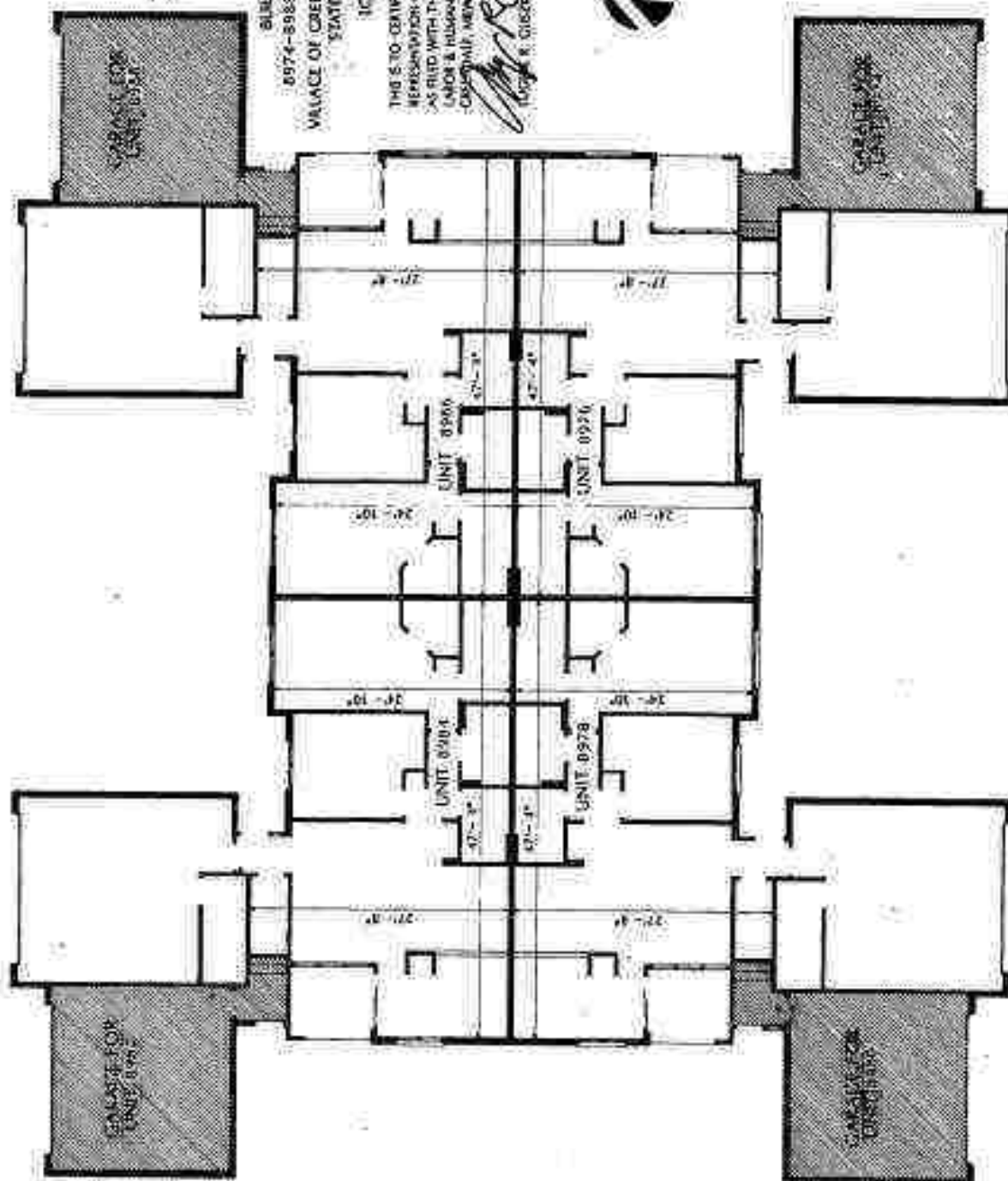


EXHIBIT 5D-3

SHEET 4 OF 9

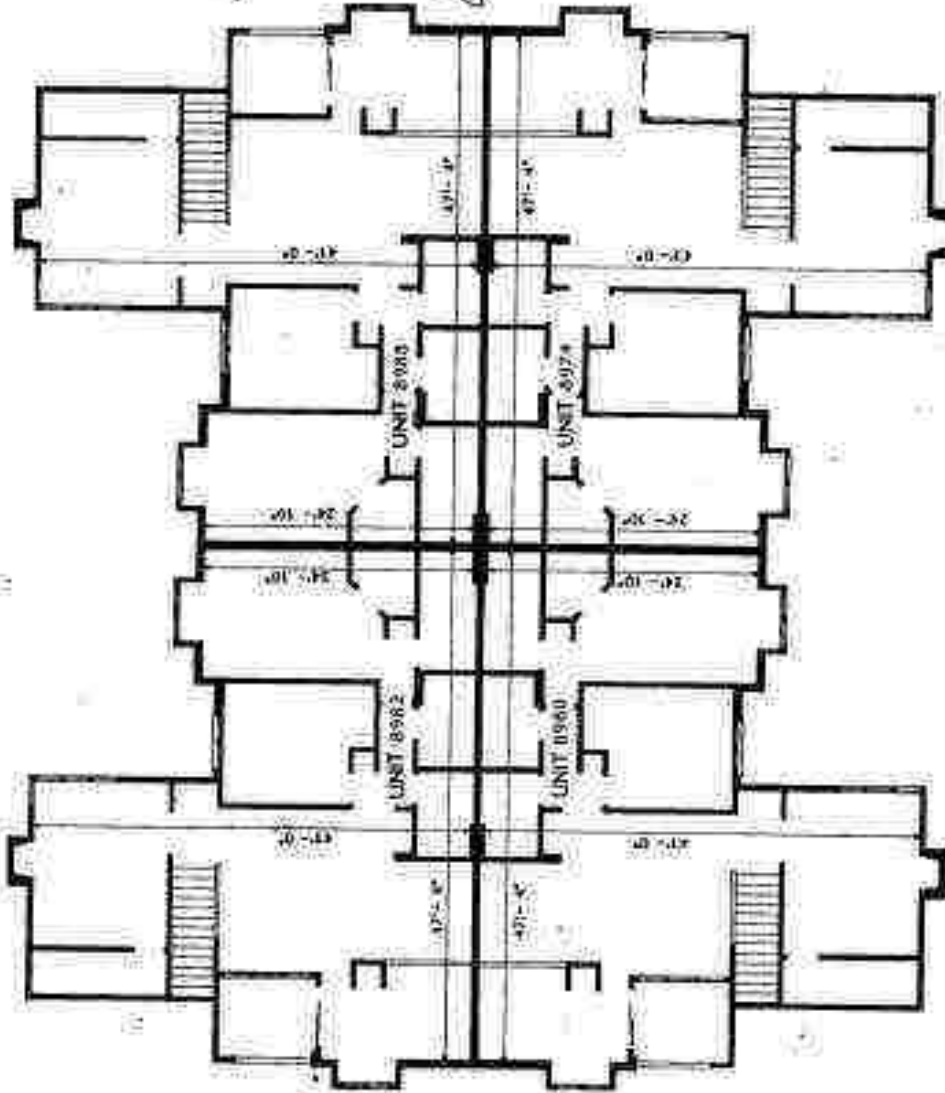
**OVERLOOK LAKES
CONDOMINIUM**

BUILDING 32-02
8974-11901 WESTLAK DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

12521-3344

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOORPLAN OF THE BUILDING, AS FILED WITH THE WESTERN BUREAU OF LAND SURVEY, LAROCK & HUMAN, RELATIONS AND THE VILLAGE OF CLEVELAND, MISSOURI COUNTY, MISSOURI.

PUTTING A CURTAIN ON A PROTECT-A-LEAF



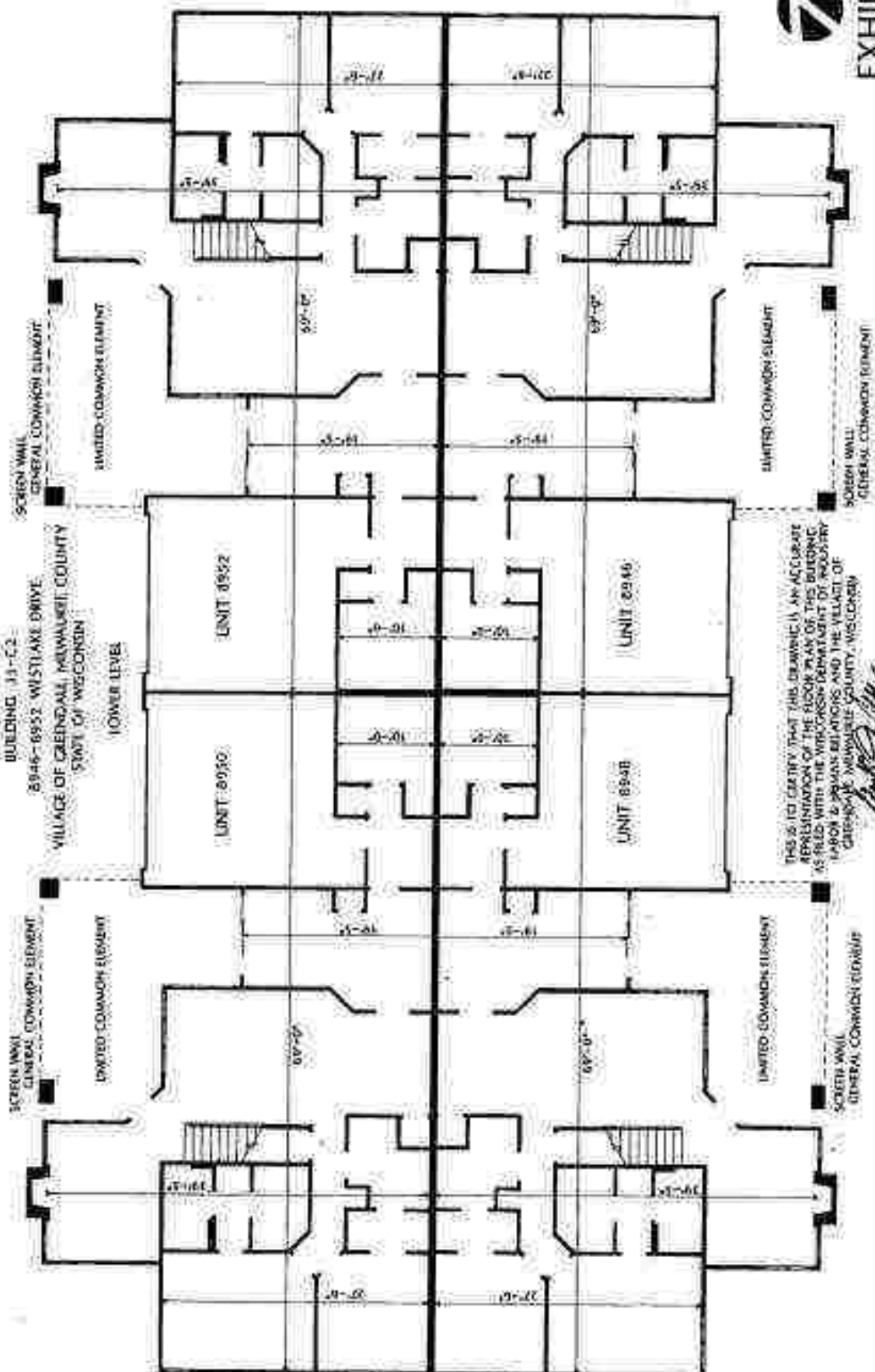
OVERLOOK LAKES CONDOMINIUM

BUILDING 13-C2

8946-8952 WESTLAKE DRIVE

VILLAGE OF GLENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
FOR RECORDATION AND THE VILLAGE OF
GLENDALE, MILWAUKEE COUNTY, WISCONSIN

ELIZABETH R. GUSZOWSKI, ARCHITECT A-38278



EXHIBIT 5D-5

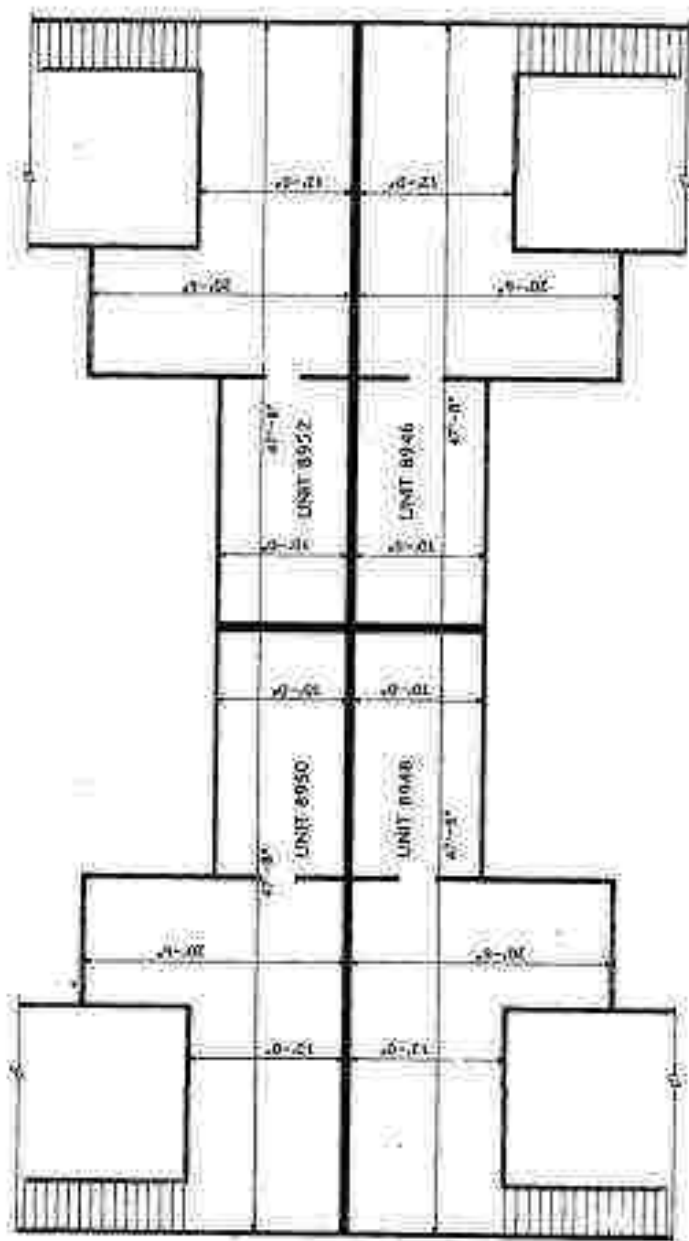
SHEET 6 OF 9

OVERLOOK LAKES CONDOMINIUM

BUILDING 11-C2

8946-8952 WESTLAX DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

UPPER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY,
LABOR & TRADE RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

[Signature]
MICHAEL K. GUSTAFSON, ARCHITECT (6-3878)



EXHIBIT 5D-6

SHEET 7 OF 9

OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

EXPANSION REAL ESTATES DESCRIPTION

LOCAL JURISDICTION OF EXPANSION REAL ESTATE

Parcels 1 and 2 of CERTIFIED SURVEY MAP NO. 5528 being part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 5 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on December 21, 1985 as Real 2670, Design 861-884 of Certified Survey Maps as Recordant No. 8350117.

Also, Parcel 1 of CERTIFIED SURVEY MAP NO. 6501 a being part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 5 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 3, 1983 as Real 2154, Tract 180-302 of Certified Survey Maps as Recordant No. 885064.

Also, Parcel 3 of CERTIFIED SURVEY MAP NO. 8081 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 5 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 1, 1985 as Real 2633, Tract 672-615 of Certified Survey Maps as Recordant No. 7075622.

Also, Parcel 5, 2, 000 s of CERTIFIED SURVEY MAP NO. 8201 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 5 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on March 28, 1985 as Real 2765, Tract 1239 to 1243 of Certified Survey Maps as Recordant No. 7271109.



EXHIBIT SE-1

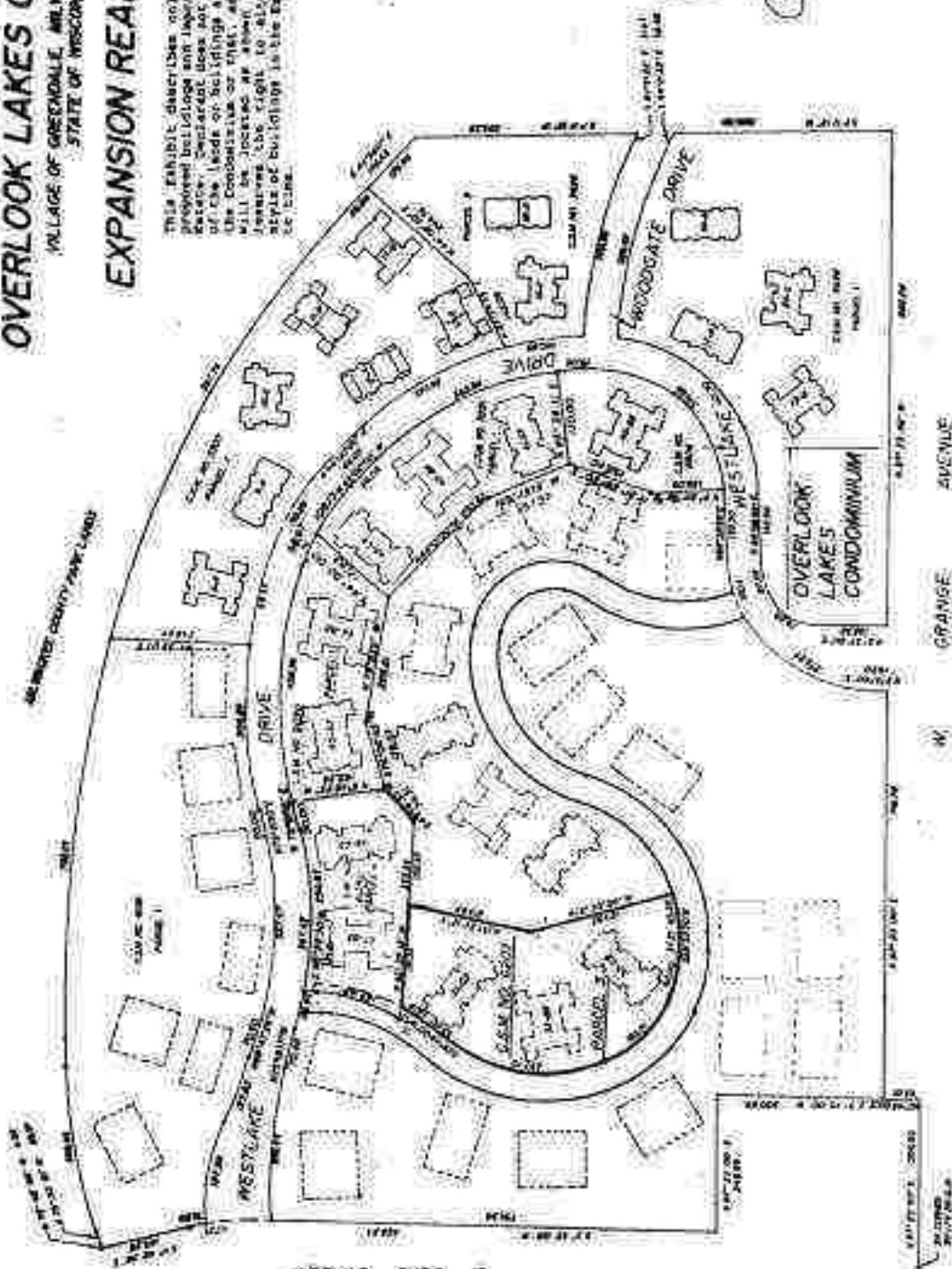
PAGE 11 OF 17

OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

EXPANSION REAL ESTATE

This Exhibit describes only generally the location of proposed buildings and improvements to the Expansion Real Estate. Declarant does not represent or warrant that any of the lots or buildings shown will in fact be added to the Condominium or that, as constructed, such buildings will be located as shown in this Exhibit. Declarant reserves the right to alter the number, location and type of buildings in the Expansion Real Estate from time to time.



Ching C. K. K.
2/10/95

EXHIBIT DE-2

PAGE 3 OF 9

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OVERLOOK LAKES CONDOMINIUM
AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Fifth Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units, and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon six (6) buildings, four of which each shall contain eight (8) units, two of which shall contain four (4) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Section 10.14(a) of the Declaration reserves to Declarant a first right of refusal ("First Right of Refusal") until a total of 100 different Units have been conveyed by Declarant. Declarant has not transferred this First Right of Refusal or any interest therein. Notwithstanding the fact that 100 different Units have not been conveyed, it is Declarant's desire to terminate the First Right of Refusal.

Declarations

NOW, THEREFORE, the Declarant, pursuant to Article 14 of the Declaration hereby (i) submits the property and improvements

described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephones, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "sixty-eight (68)" therefrom and substituting the number "one hundred and eight (108)" therefor.

2. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/68" therefrom and substituting the fraction "1/108" therefor and by striking the percentage "1.47" therefrom and substituting the percentage ".92" therefor.

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

(a) Exhibits A, B, C and D as recorded are expanded to include Exhibits 6A, 6B, 6C and 6D-1 through 6D-12, attached hereto (all prior such Exhibits remaining in effect); and

(b) Exhibits 5E-1 and 5E-2 as recorded are amended to be as shown on the attached Exhibits 6E-1 and 6E-2.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings herein submitted are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto are Exhibits 6E-1 and 6E-2 setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

5. The Right of First Refusal provided for in Declaration Section 10.14(a) is hereby terminated and Declarant acknowledges the same.

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

Executed as of this 29th day of July, 1996.

OVERLOOK LAKES CONDOMINIUM
OF GREENDALE, LLC

By: /S/ Joseph P. Sileno, Jr.
Joseph P. Sileno, Jr.,
Manager

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

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

Personally came before me this 29th day of July, 1996,
the above named Joseph P. Sileno, Jr. who acknowledged himself to
be the Manager of Overlook Lakes Condominium of Greendale, LLC,
and to me known to be the person who executed the foregoing
instrument as such Manager of such limited liability company, by
its authority, and acknowledged the same.

/S/ Michelle Schroedel

Notary Public, State of Wisconsin
My Commission: 10-18-98

This Instrument was Drafted By:

Robert A. Teper, Esq.
Paul R. Seifert, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

Return to:

Robert A. Teper, Esq.

EXHIBIT 6A

Parcel 1 of Certified Survey map No. 6233 being a redivision of Parcel 2 of Certified Survey map no. 6207 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin recorded on June 14, 1996 on Reel 3820, Images 1116 to 1118 of Certified Survey Maps as Document 7230796.

OVERLOOK LAKES CONDOMINIUM VILLAGE OF GREENDALE, MILWAUKEE COUNTY, STATE OF WISCONSIN CONDOMINIUM PLAT

LEGAL DESCRIPTION

Parcel 1 of 2 identified SUBJECT PAR. 10, 1333 being a subdivision of Parcel 2 of CERTIFIED SUBDIVISION NO. 1333 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 26, T. 4 N., R. 23 E., S. 25, the Village of Greendale, Milwaukee County, Wisconsin, recorded on June 14, 1995 on Book 3326, Pages 1116 to 1118 of CERTIFIED Survey, there is document 1330796.

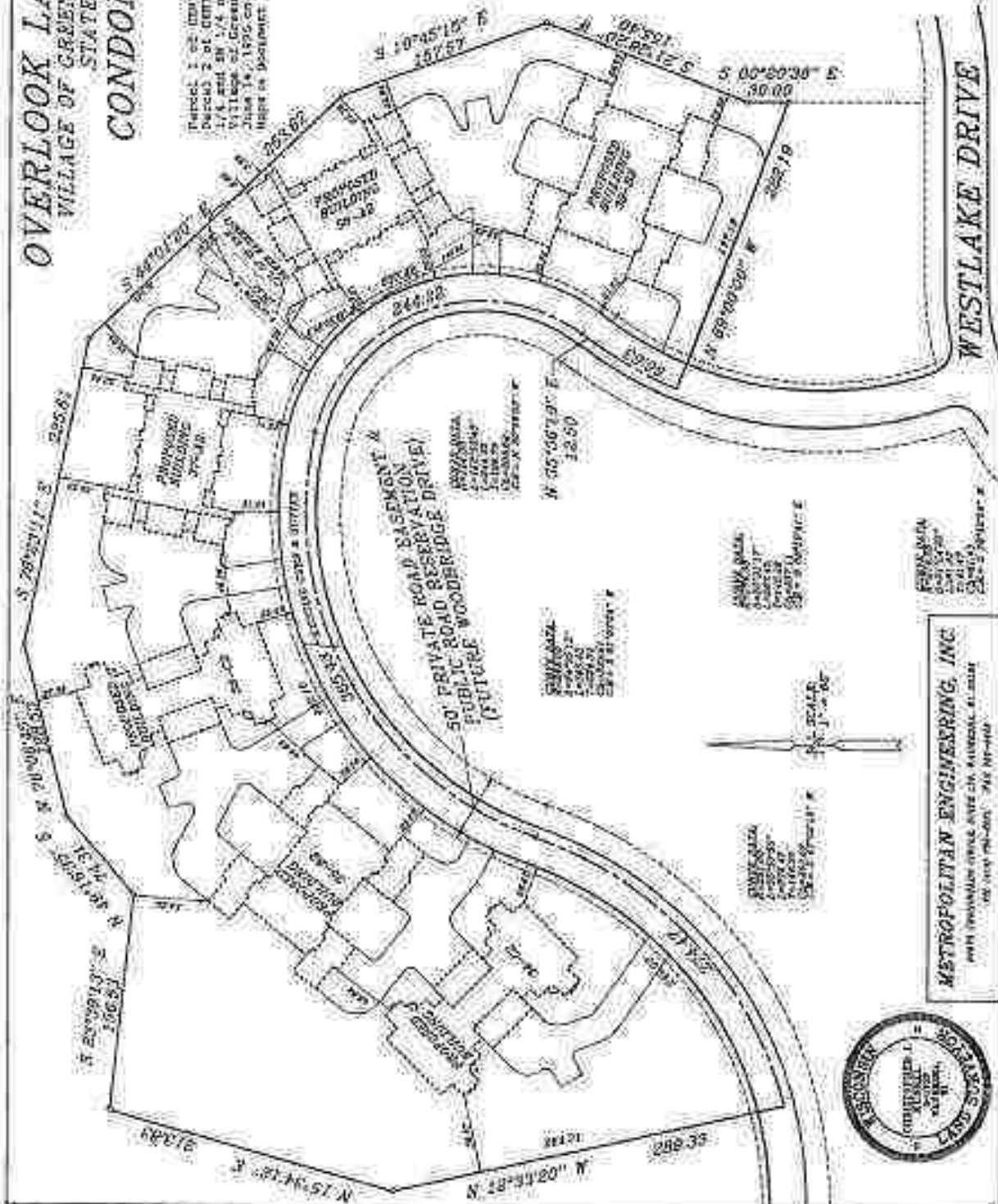
I, Christopher J. Kunkel, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed buildings and improvements upon said property.

This condominium plat is a correct representation of a portion of the LOOK LAKES CONDOMINIUM, which is the subject of an application of the condominium and the identification and location of each unit and the common elements can be determined from this plat.

Chris J. Kunkel
Christopher J. Kunkel, S.T.S.
Date 7/16/96

EXHIBIT 6B

SHEET 1 OF 15



METROPOLITAN ENGINEERING, INC.
1000 W. WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233
TEL: 414-333-1000 FAX: 414-333-1001

EXHIBIT 6C

UNIT ADDRESSES
All Addresses are on
Woodbridge Drive in
Greendale, Wisconsin 53219

<u>Bldg.</u>	<u>Type</u>	<u>Unit</u>	<u>Address</u>	<u>Feature (if Type C2)</u>
34	C2	8872	Woodbridge Drive	Loft
		8874	Woodbridge Drive	Loft
		8876	Woodbridge Drive	Loft
		8878	Woodbridge Drive	Loft
35	B2	8854	Woodbridge Drive	
		8856	Woodbridge Drive	
		8858	Woodbridge Drive	
		8860	Woodbridge Drive	
		8862	Woodbridge Drive	
		8864	Woodbridge Drive	
		8866	Woodbridge Drive	
		8868	Woodbridge Drive	
36	C2	8792	Woodbridge Drive	Loft
		8794	Woodbridge Drive	Loft
		8796	Woodbridge Drive	Loft
		8798	Woodbridge Drive	Loft
37	A2	8776	Woodbridge Drive	
		8778	Woodbridge Drive	
		8780	Woodbridge Drive	
		8782	Woodbridge Drive	
		8784	Woodbridge Drive	
		8786	Woodbridge Drive	
		8788	Woodbridge Drive	
		8790	Woodbridge Drive	
38	A2	8760	Woodbridge Drive	
		8762	Woodbridge Drive	
		8764	Woodbridge Drive	
		8766	Woodbridge Drive	
		8768	Woodbridge Drive	
		8770	Woodbridge Drive	
		8772	Woodbridge Drive	
		8774	Woodbridge Drive	
39	B2	8744	Woodbridge Drive	
		8746	Woodbridge Drive	
		8748	Woodbridge Drive	
		8750	Woodbridge Drive	
		8752	Woodbridge Drive	
		8754	Woodbridge Drive	
		8756	Woodbridge Drive	
		8758	Woodbridge Drive	

OVERLOOK LAKES CONDOMINIUM

BUILDING 34-C2

8872-8874 WOODBRIDGE DRIVE
VILLAGE OF GREENWALL, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

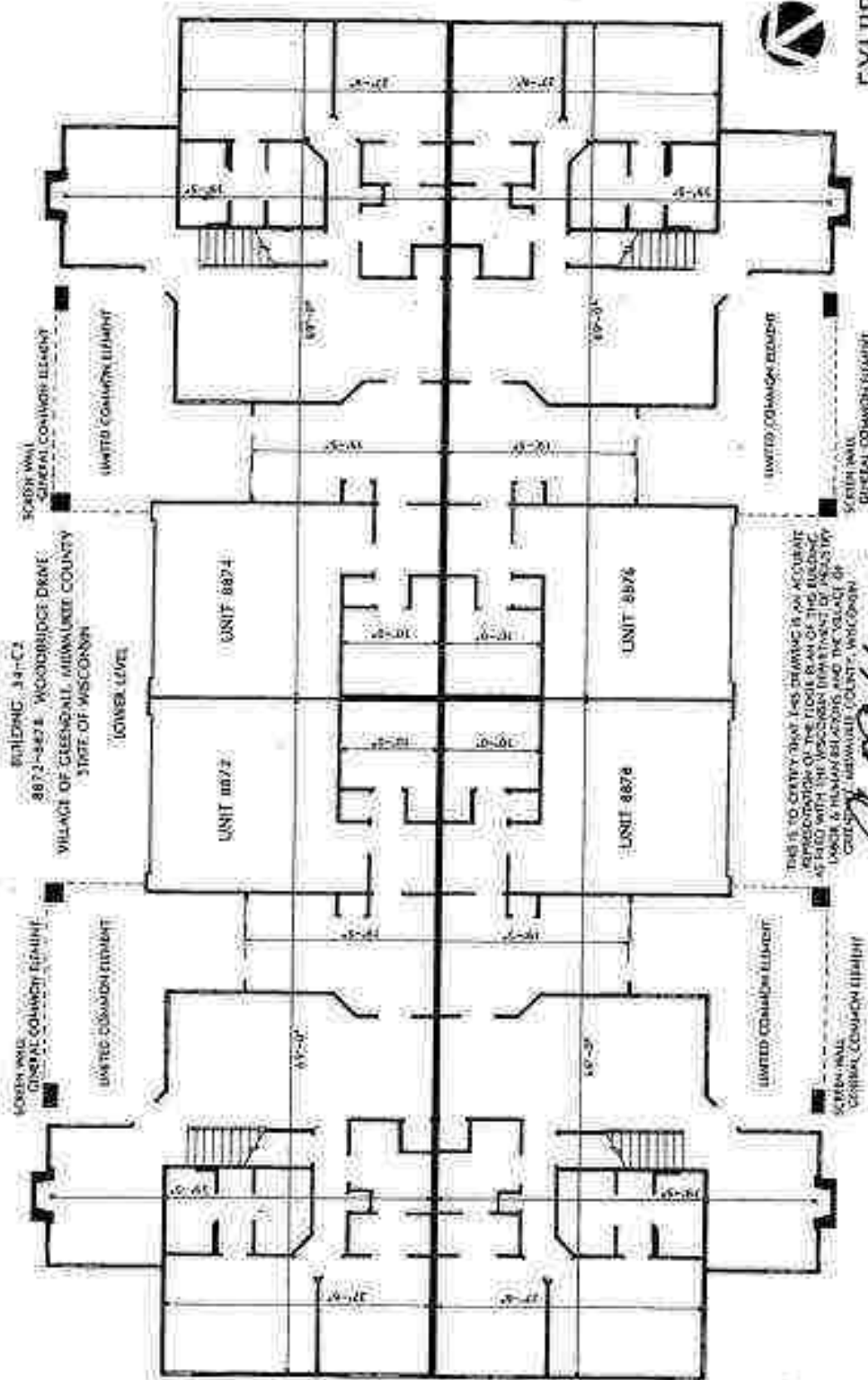


EXHIBIT 6D-1

SHEET 2 OF 15

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THE BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF
LAND & NATURAL RESOURCES AND THE VILLAGE OF
GREENWALL, MILWAUKEE COUNTY, WISCONSIN.

David R. Taylor
REGISTERED ARCHITECT A-2894

OVERLOOK LAKES CONDOMINIUM

BUILDING 14-C3

6873-3678 WOODBRIDGE DRIVE
VILLAGE OF CRENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

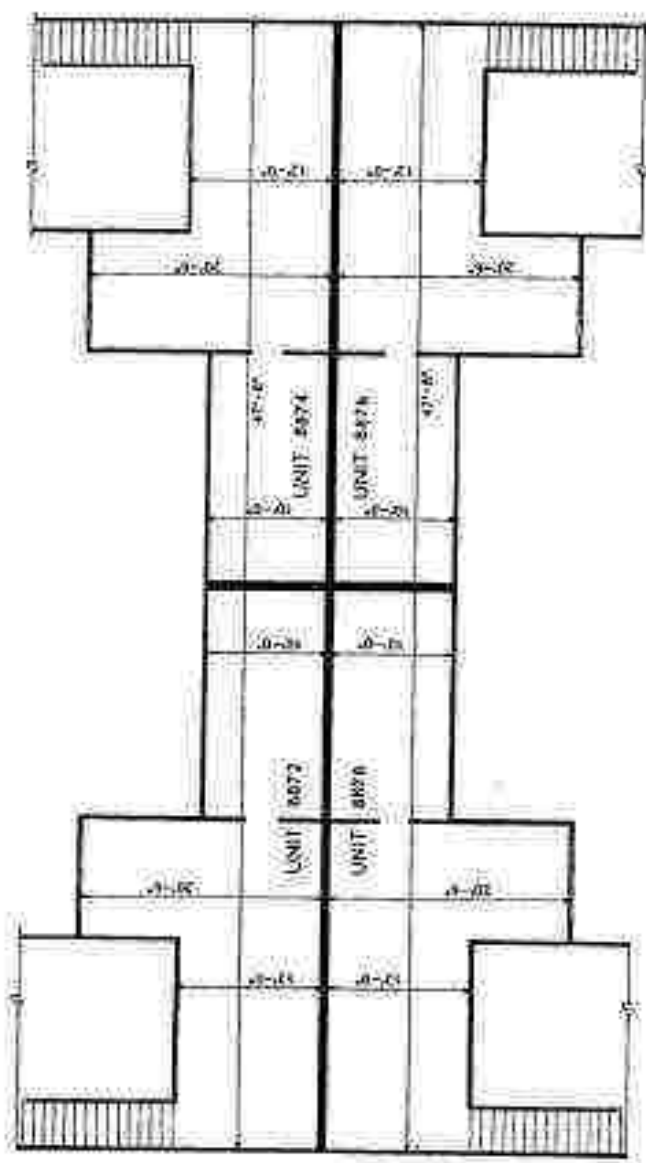


EXHIBIT 6D-2

SHEET 3 OF 15

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE MILWAUKEE COUNTY CLERK OF COURTS
ON 10/10/2018 AND THE VILLAGE OF CRENDALE, MILWAUKEE COUNTY, WISCONSIN

[Signature]

CLERK, VILLAGE OF CRENDALE, A-3329

OVERLOOK LAKES CONDOMINIUM

BUILDING 35-82
8834-8838 WOODBRIDGE DRIVE
VILLAGE OF CRENDONDALE, MINNEAPOLIS COUNTY,
STATE OF WISCONSIN

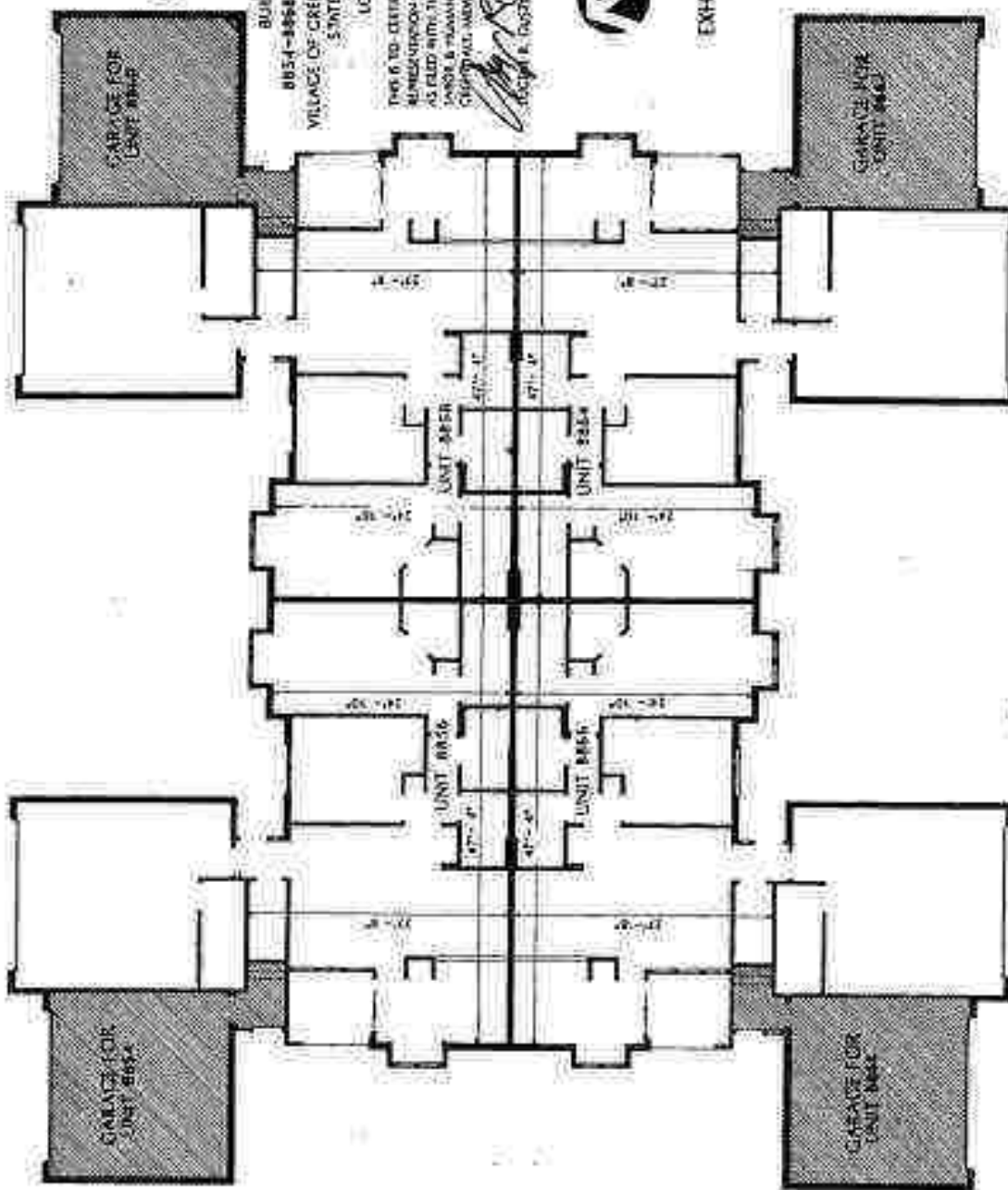
LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
AND IS PLANNED, DESIGNED AND THE VILLAGE OF
CRENDONDALE, MINNEAPOLIS COUNTY, WISCONSIN

Michael J. O'Connell
MICHAEL J. O'CONNELL, LICENSED ARCHITECT, No. 3679



EXHIBIT 6D-3



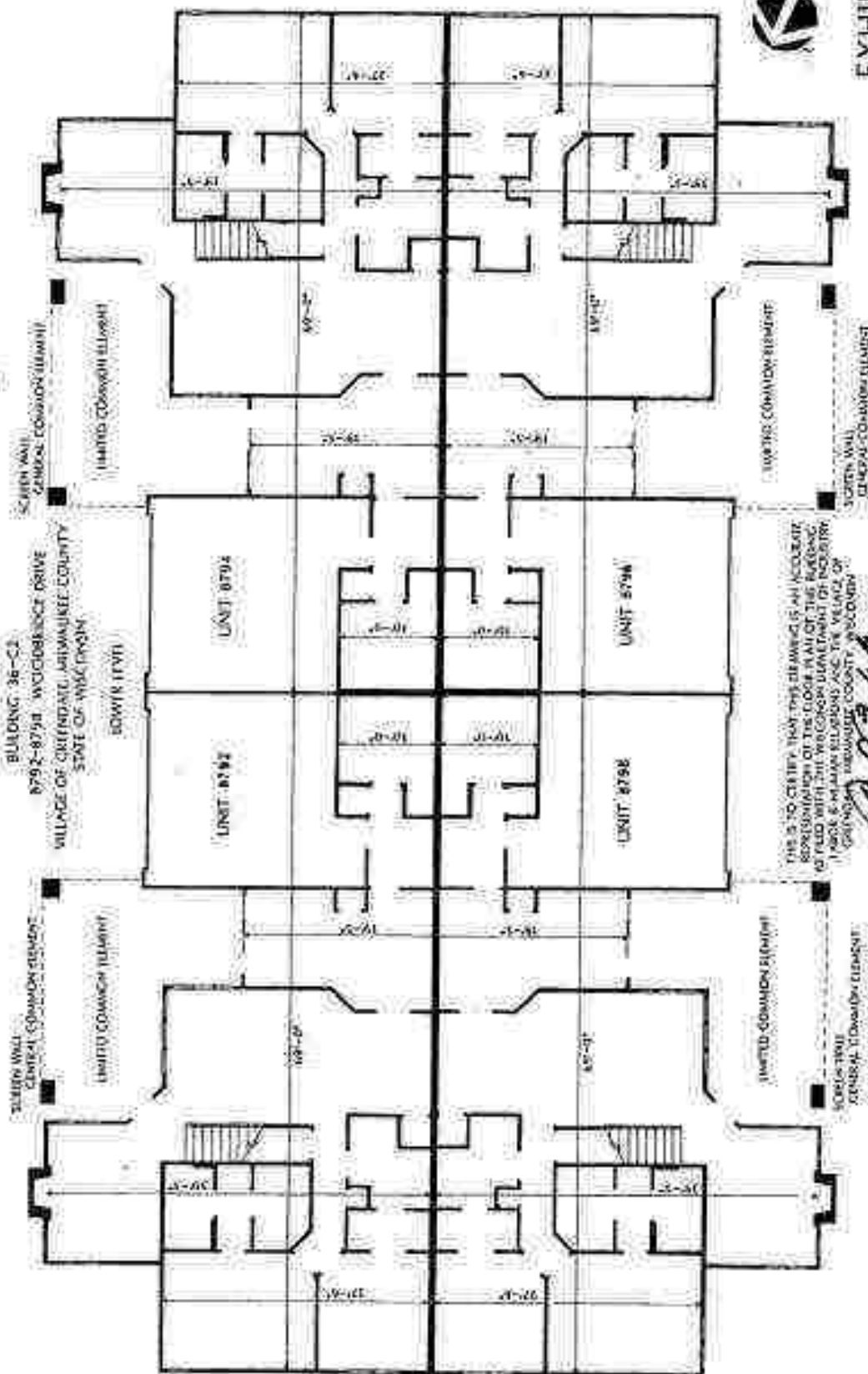
SHEET 4 OF 15

OVERLOOK LAKES CONDOMINIUM

BUILDING 3B-C2

8792-8794 WOODBRIDGE DRIVE
VILLAGE OF GRIFFIN, MILWAUKEE COUNTY
STATE OF WISCONSIN

DOWN (TVN)



THIS IS TO CERTIFY THAT THE DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
ON APRIL 24, 2014, AND IS IN ACCORDANCE WITH THE VILLAGE OF
GRIFFIN, MILWAUKEE COUNTY, WISCONSIN

David R. Dwyer
LICENSED PROFESSIONAL ARCHITECT A-3879



EXHIBIT 6D-5

SHEET 6 OF 76

OVERLOOK LAKES CONDOMINIUM

BUILDING 36-C2

8792-8798 WOODBRIDGE DRIVE
VILLAGE OF CRESSDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

UPPER LEVEL

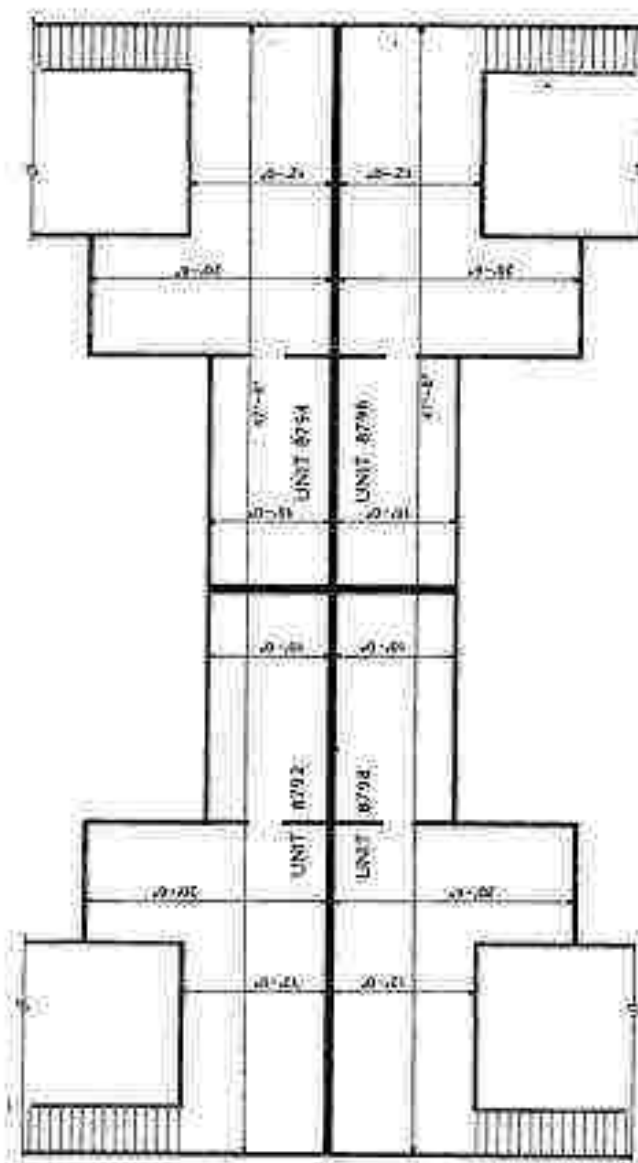


EXHIBIT 6D-6

SHEET 7 OF 15

THIS IS TO CERTIFY THAT THIS DESIGN IS AN ACCURATE
REPRESENTATION OF THE 100% PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
FOR THE PURPOSES OF THE VILLAGE OF
CRESSDALE, MILWAUKEE COUNTY, WISCONSIN

[Signature]
JOHN CURTIS ARCHITECT A-1879

OVERLOOK LAKES CONDOMINIUM

BUILDING 37-A2
8776-8790 WOODBRIDGE DRIVE
VILLAGE OF CRENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

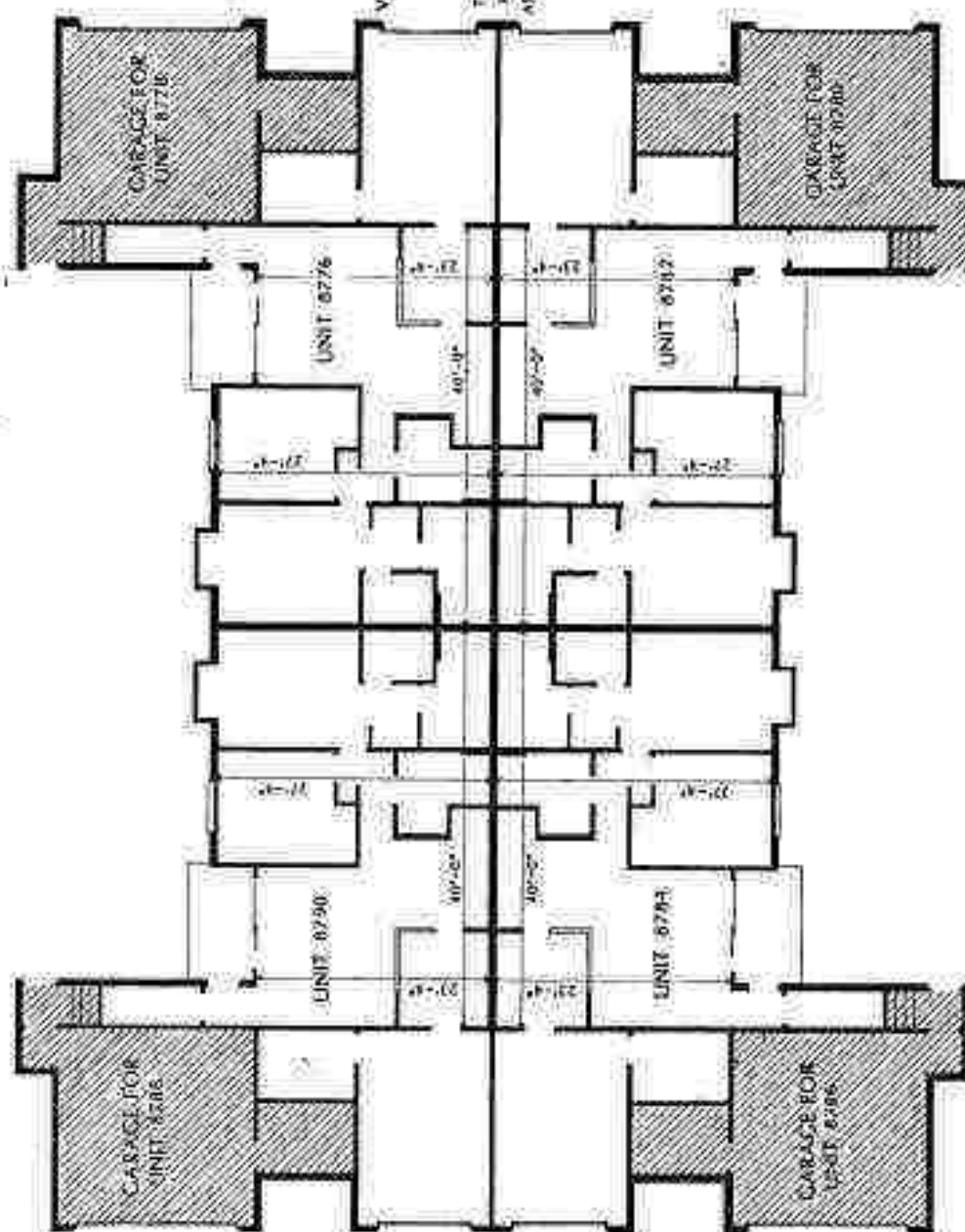
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING,
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE,
LABOR & INDUSTRY AND THE VILLAGE OF
CRENDALE, MILWAUKEE COUNTY, WISCONSIN.

W. R. [Signature]
LARRY L. CONTESSA, ARCHITECT 0-3279



EXHIBIT 6D-7

SHEET 8 OF 15



OVERLOOK LAKES CONDOMINIUM

BUILDING 37-A2
8771N-8750 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UNIT 8 LEVEL

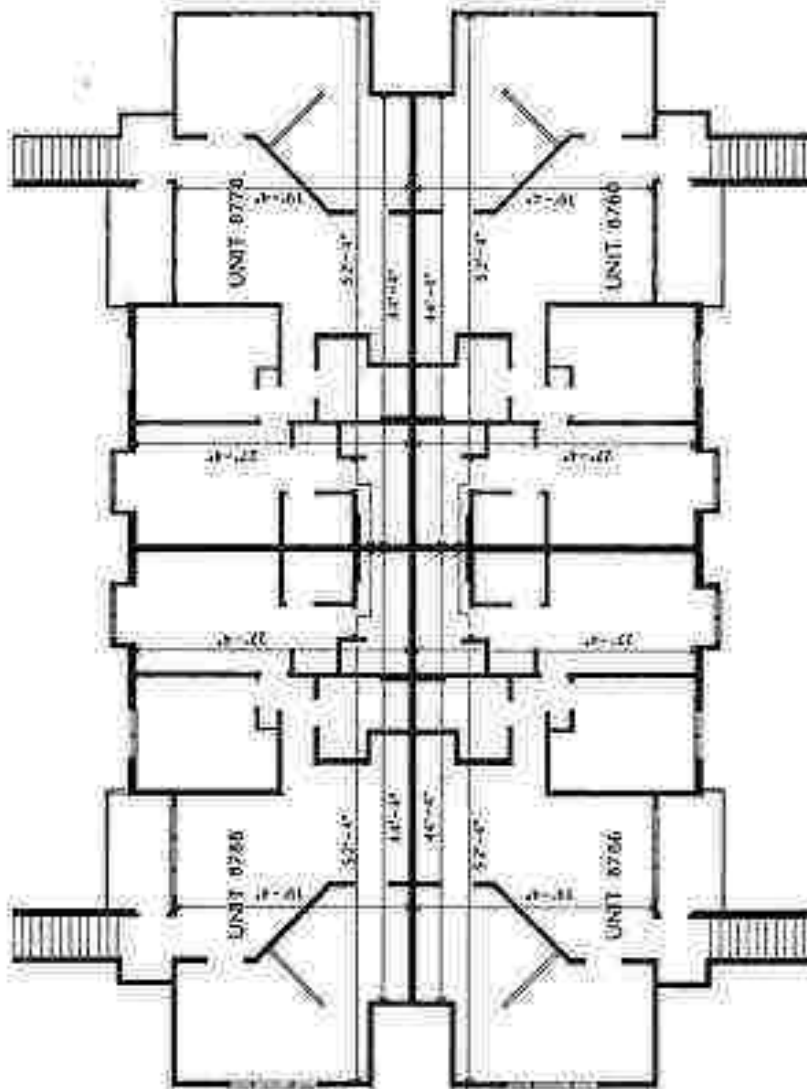
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
TAXOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Paul R. Bognar
PRUDENCE R. GUSZCOWSKI, ARCHITECT A-10779



EXHIBIT 6D-8

SHEET 9 OF 15



OVERLOOK LAKES CONDOMINIUM

BUILDING 30-AJ
8760-8774 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

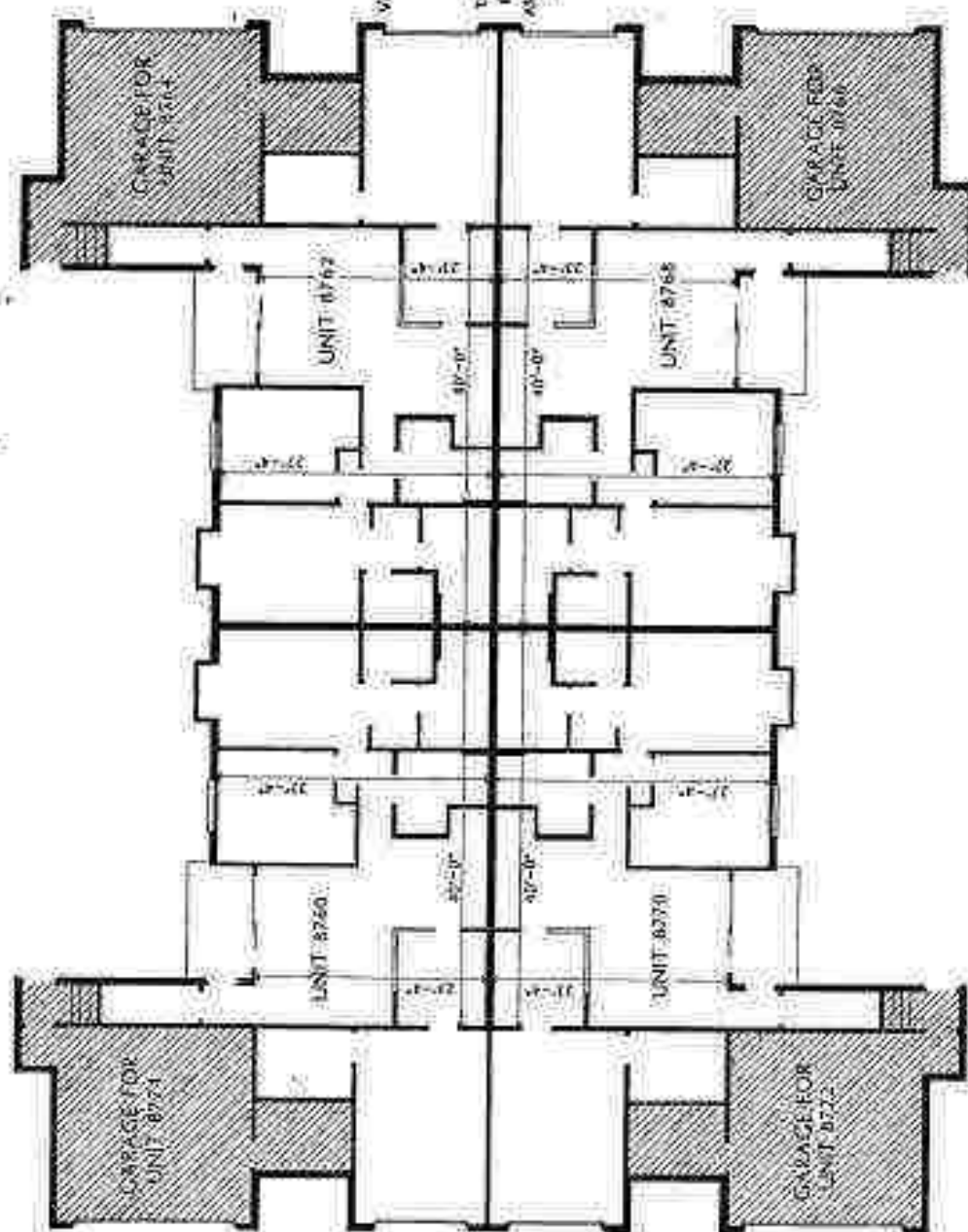
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

John R. Dwyer
JOHN R. DWYER, ARCHITECT A-3870



EXHIBIT 6D-9

SHEET 10 OF 15



OVERLOOK LAKES CONDOMINIUM

BUILDING 38-A2
8760-8774 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

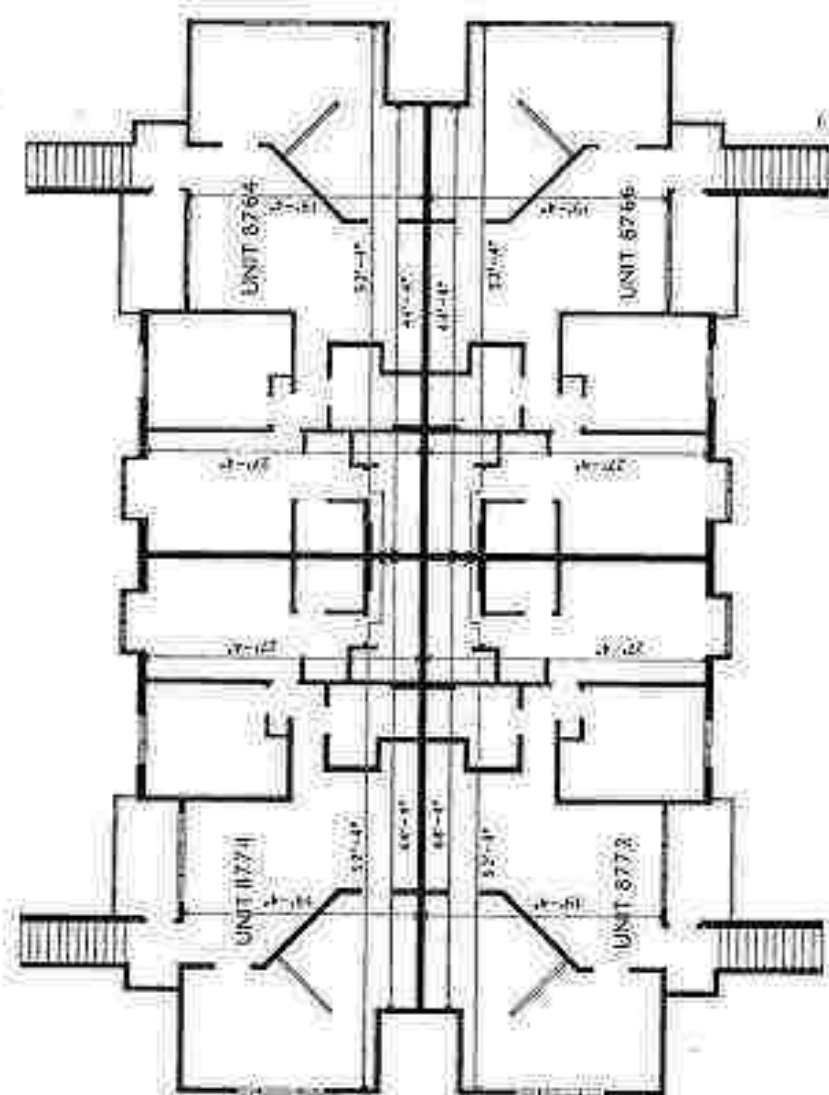
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
FOR ESTATE AND INJURY RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN.

Handwritten Signature
LENDING & CONSTRUCTION ARCHITECT A-3879



EXHIBIT 60-10

SHEET 13 OF 15



OVERLOOK LAKES CONDOMINIUM

BUILDING 35-112
8744-8758 WOODBRIDGE DRIVE
VILLAGE OF CRENSHAW, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

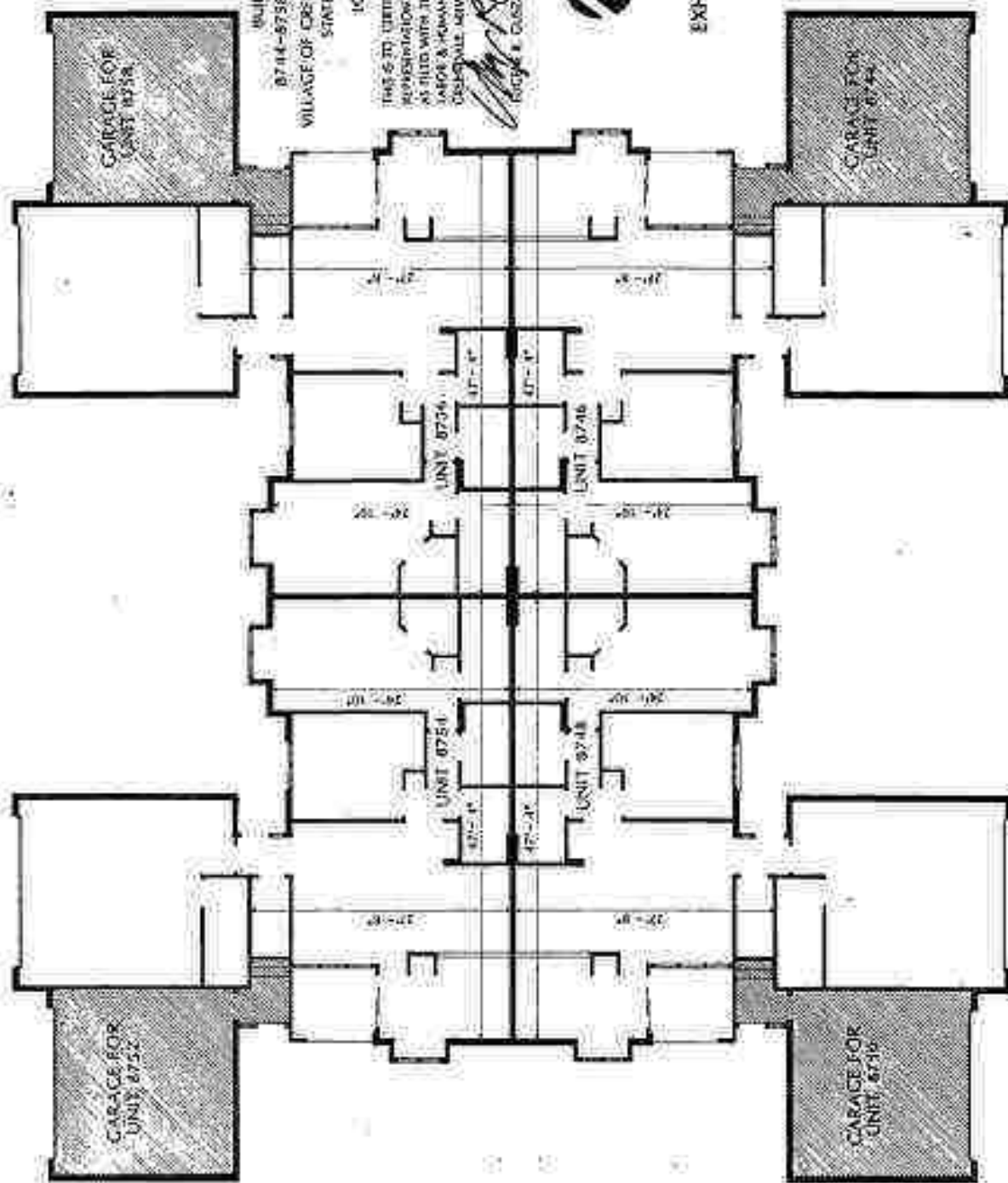
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CRENSHAW, MILWAUKEE COUNTY, WISCONSIN

John R. O'Connell
REGISTERED ARCHITECT A-3879



EXHIBIT 6D-11

SHEET 12 OF 15



OVERLOOK LAKES CONDOMINIUM

BUILDING: 19-32
8744-8758 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

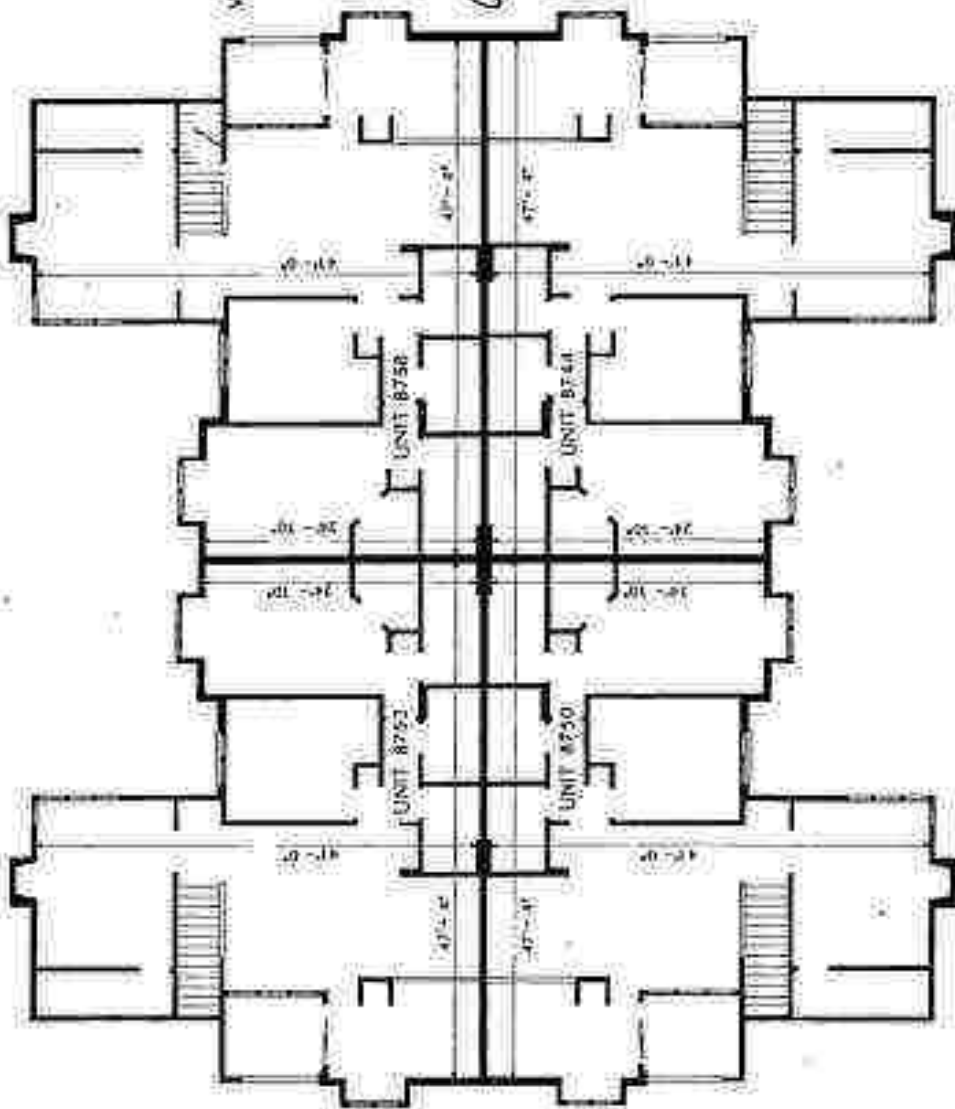
UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR, HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

John R. Doherty
LOCAL JUDICIAL CIRCUIT A-33572



EXHIBIT 6D-12



OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE MILWAUKEE COUNTY

STATE OF WISCONSIN

EXPANSION REAL ESTATE DESCRIPTION

LAND DESCRIPTION OF EXPANSION REAL ESTATE

Parcel 1 and 2 of CERTIFIED SURVEY MAP NO. 3618 being part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 28, T. 4 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on December 15, 1993, as Book 2579, Page 541-544 of Certified Survey Maps as Document No. 8350117.

Also, Parcel 3 of CERTIFIED SURVEY MAP NO. 3627 being part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 28, T. 4 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 3, 1993, as Book 3133, Page 360-392 of Certified Survey Maps as Document No. 8350664.

Also, Parcel 1 of CERTIFIED SURVEY MAP NO. 3631 being a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 28, T. 4 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 2, 1994, as Book 3133, Page 432-435 of Certified Survey Maps as Document No. 8350622.

Also, Parcel 1 and 2 of CERTIFIED SURVEY MAP NO. 3637 being a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 28, T. 4 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on March 21, 1995, as Book 3193, Page 1212-1213 of Certified Survey Maps as Document No. 8350408.

Also, Parcel 3 of CERTIFIED SURVEY MAP NO. 3773 being a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 28, T. 4 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on June 14, 1996, as Book 3530, Page 1116-1118 of Certified Survey Maps as Document No. 8350754.



Cary J. Ford
7/15/96

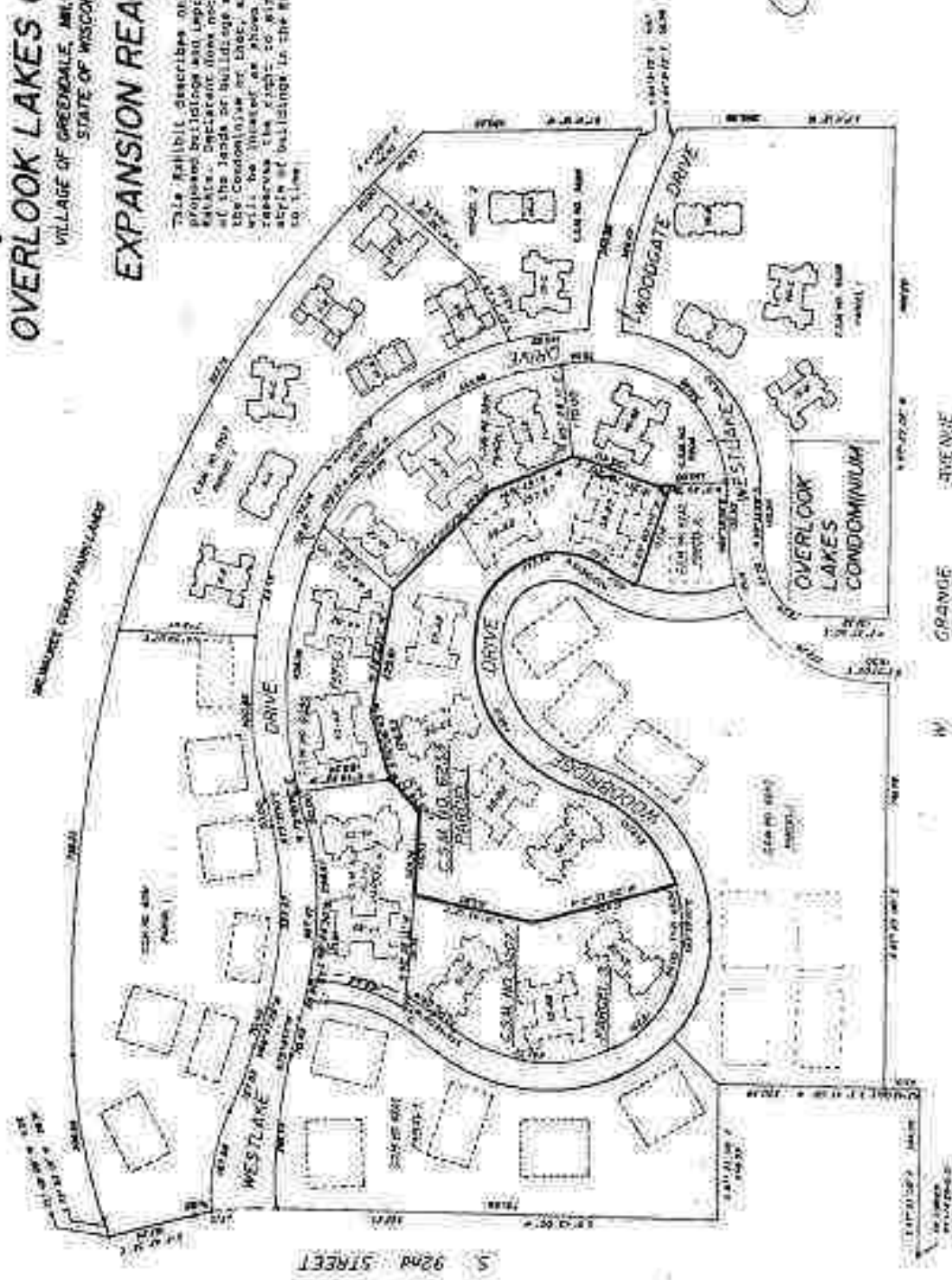
EXHIBIT 6E-1
SHEET 15 OF 15

OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

EXPANSION REAL ESTATE

This Exhibit describes only generally the location of proposed buildings and improvements on the Expansion Real Estate. Applicant does not represent or warrant that any of the lands or buildings shown will in fact be added to the Condominium or that, as constructed, such buildings will be situated as shown on this Exhibit. Applicant reserves the right to alter the plan, location and style of buildings in the Expansion Real Estate from time to time.



Chris E. J. J. J.
7/18/96

EXHIBIT 66-2

PAGE 15 OF 15

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF OVERLOOK LAKES CONDOMINIUM
AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

This Sixth Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium.

Pursuant to Article 14 of the Declaration, Declarant recorded a Fourth Amendment to Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions on May 13, 1996 in the Register of Deeds for Milwaukee County, Wisconsin as Document No. 7215324 ("Fourth Amendment"). The Fourth Amendment contained an erroneous street address notation on Exhibit 5D-1 through Exhibit 5D-6, inclusive.

Declarations

NOW, THEREFORE, the Declarant, pursuant to Article 14 of the Declaration, hereby amends the Declaration and corrects the Fourth Amendment as follows:

1. Exhibits 5D-1 through 5D-6, inclusive, as contained in the Fourth Amendment are hereby replaced in their entirety with Exhibits 5D-1 through 5D-6, inclusive, which are attached hereto and incorporated hereby this reference.

2. By this Amendment, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings submitted to date are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

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

Executed as of this 8th day of August, 1996.

OVERLOOK LAKES CONDOMINIUM
OF GREENDALE, LLC

By: /S/ Joseph Sileno
Joseph Sileno, Manager

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

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } SS

Personally came before me this 8th day of August, 1996, the above named Joseph Sileno who acknowledged himself to be one of the Managers of Overlook Lakes Condominium of Greendale, LLC, and to me known to be the person who executed the foregoing instrument as such Manager of such limited liability company, by its authority, and acknowledged the same.

/S/ Michelle Schroedel

Notary Public, State of Wisconsin
My Commission: 10-18-98

This Instrument was Drafted By:

Robert A. Teper, Esq.
Paul R. Seifert, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

Return to:

Robert A. Teper, Esq.

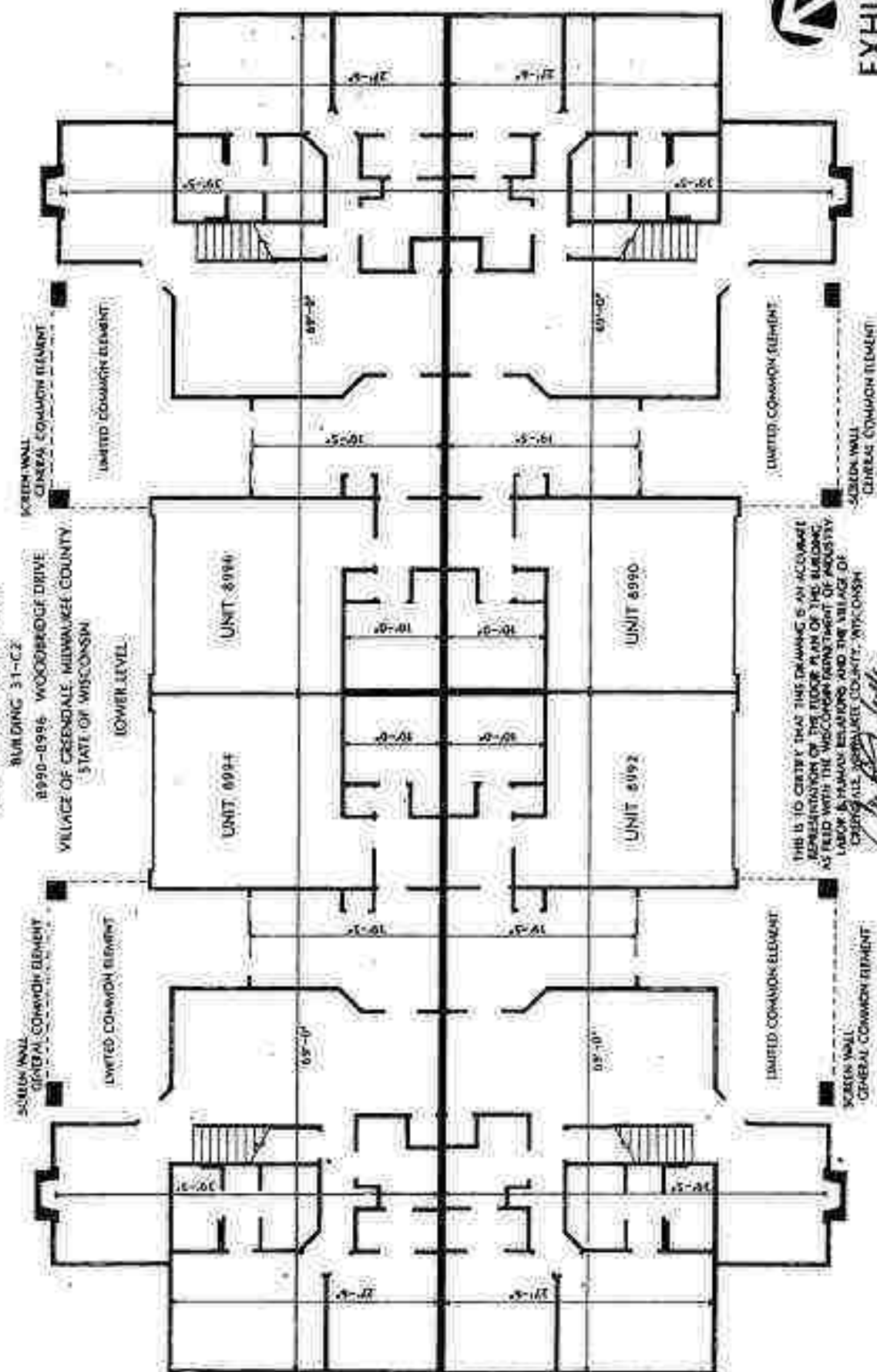
OVERLOOK LAKES CONDOMINIUM

BUILDING 31-C2

8990-8996 WOODBRIDGE DRIVE

VILLAGE OF CRENDLE, MILWAUKEE COUNTY,
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THE BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE,
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CRENDLE, MILWAUKEE COUNTY, WISCONSIN

[Signature]
BRIAN R. CLARKSON, ARCHITECT A-3873



EXHIBIT 5D-1
AMENDED

SHEET 2 OF 9

OVERLOOK LAKES CONDOMINIUM

BUILDING 72-112

8974-8988 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE TRUTH PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
TAXES & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

John R. C. [Signature]
JOHN R. C. ARCHITECT A-1079

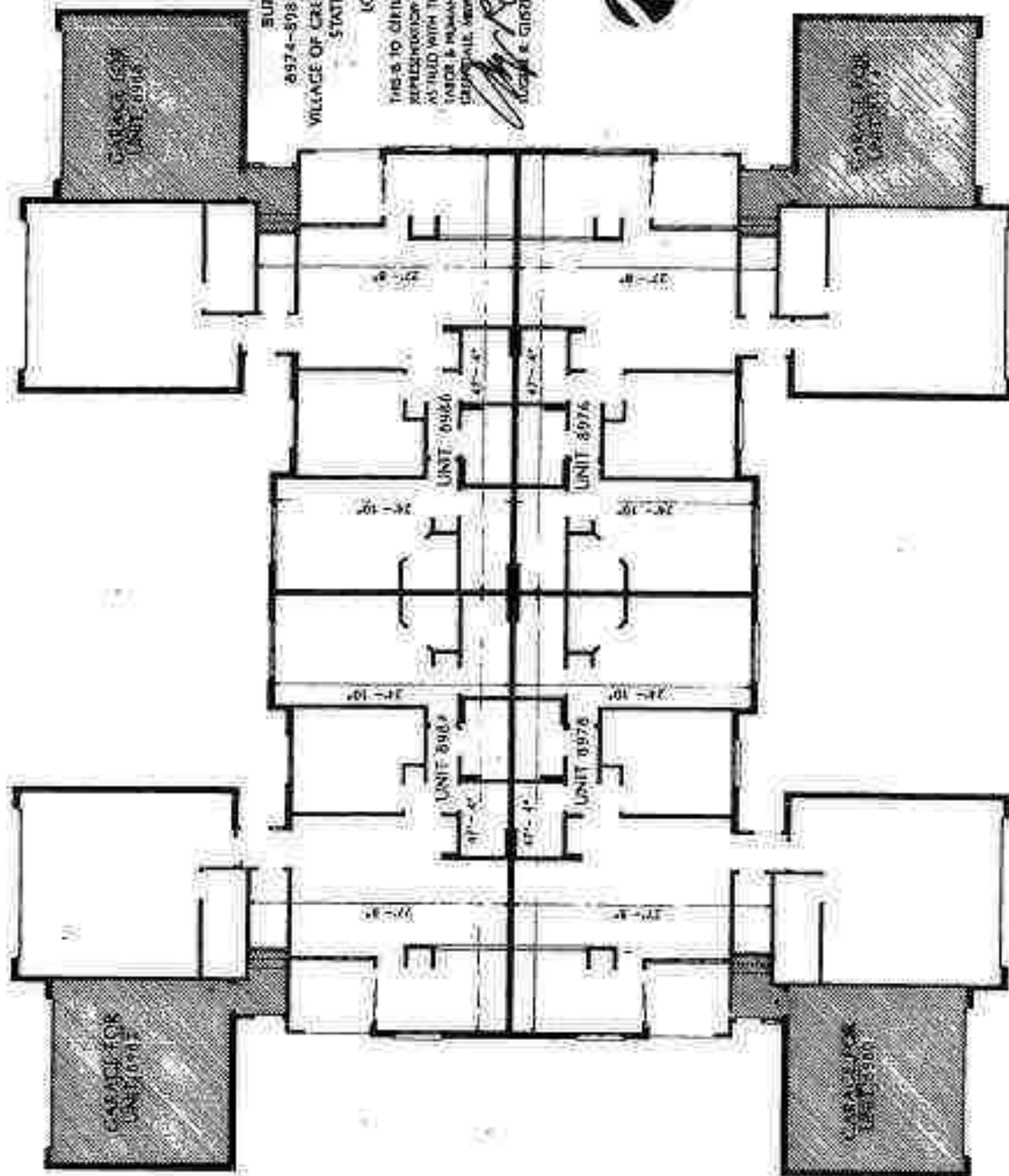


EXHIBIT 5D-3
AMENDED

SHEET 4 OF 9

OVERLOOK LAKES CONDOMINIUM

BUILDING 32-82
0974-8988 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THE BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REGISTERED
LAND & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN.

[Signature]
TUCKER B. GUSTAFSON, ARCHITECT A-1879

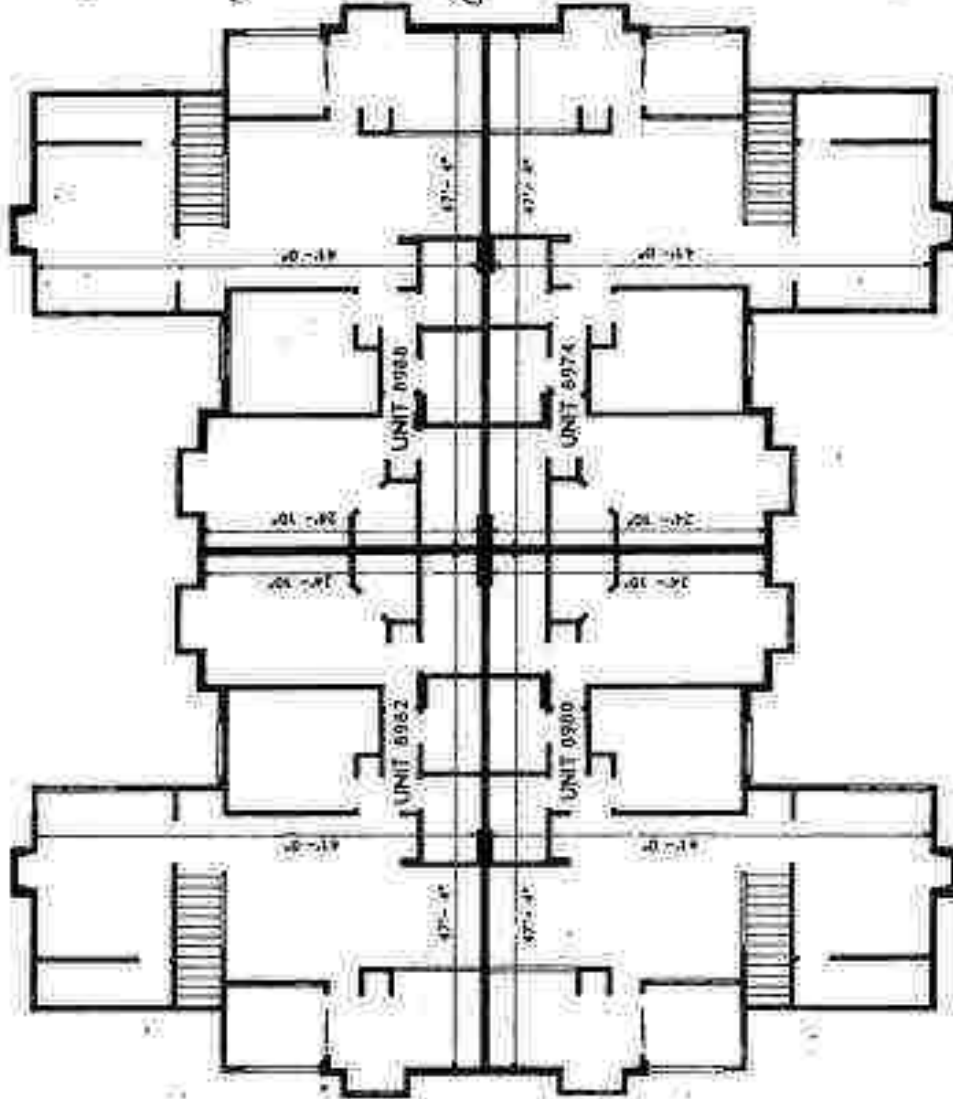


EXHIBIT 5D-4
AMENDED

SHEET 5 OF 9

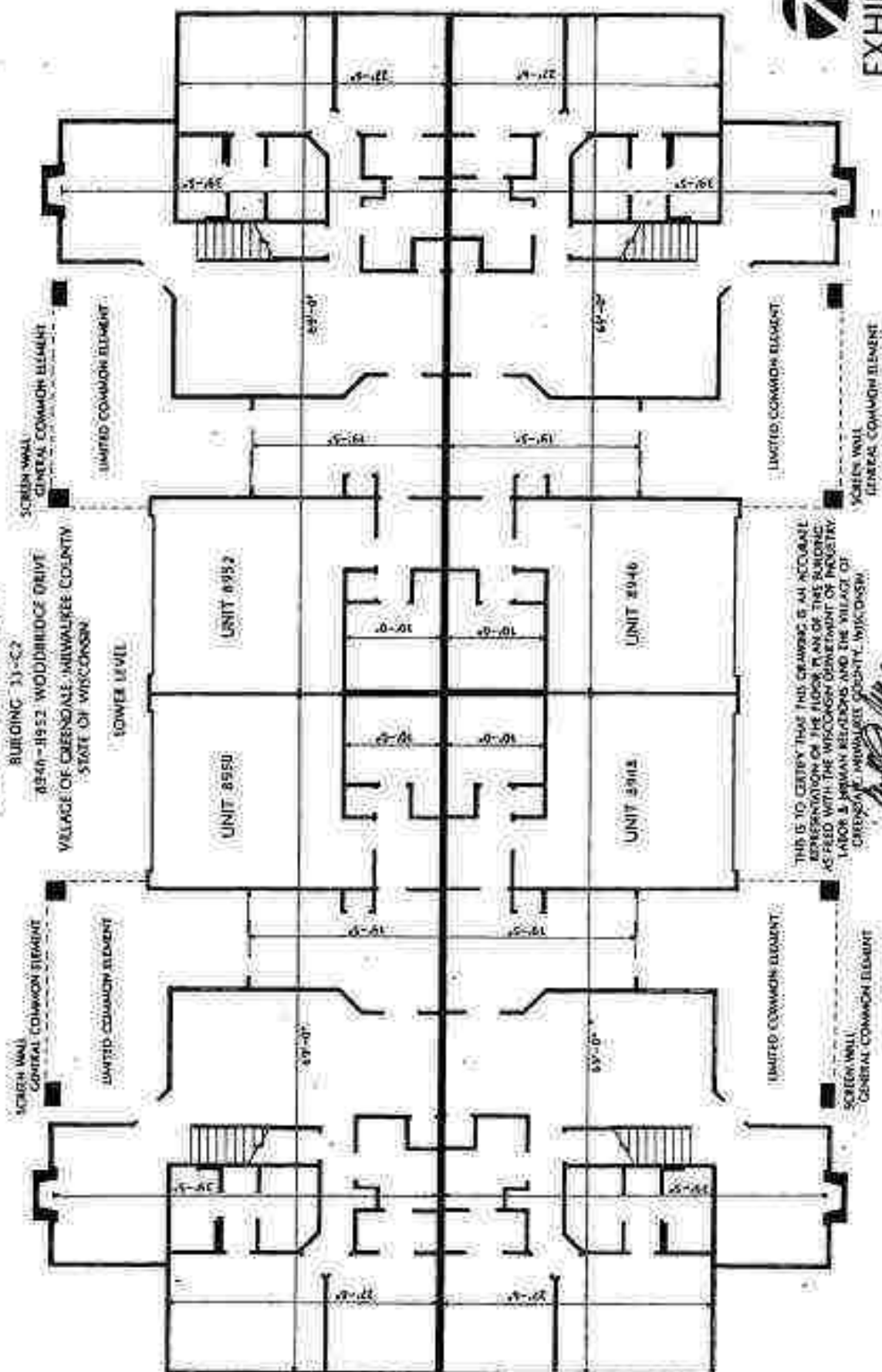
OVERLOOK LAKES CONDOMINIUM

BUILDING 13-C2

8340-1952 WOODBRIDGE DRIVE

VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

[Signature]
EUGENE B. GUSZCZAK, ARCHITECT A-3873



EXHIBIT 5D-5
AMENDED

SHEET 6 OF 9

OVERLOOK LAKES CONDOMINIUM

BUILDING 33-C2

8940-8952 WOODBRIDGE DRIVE
VILLAGE OF CALEDONIA, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

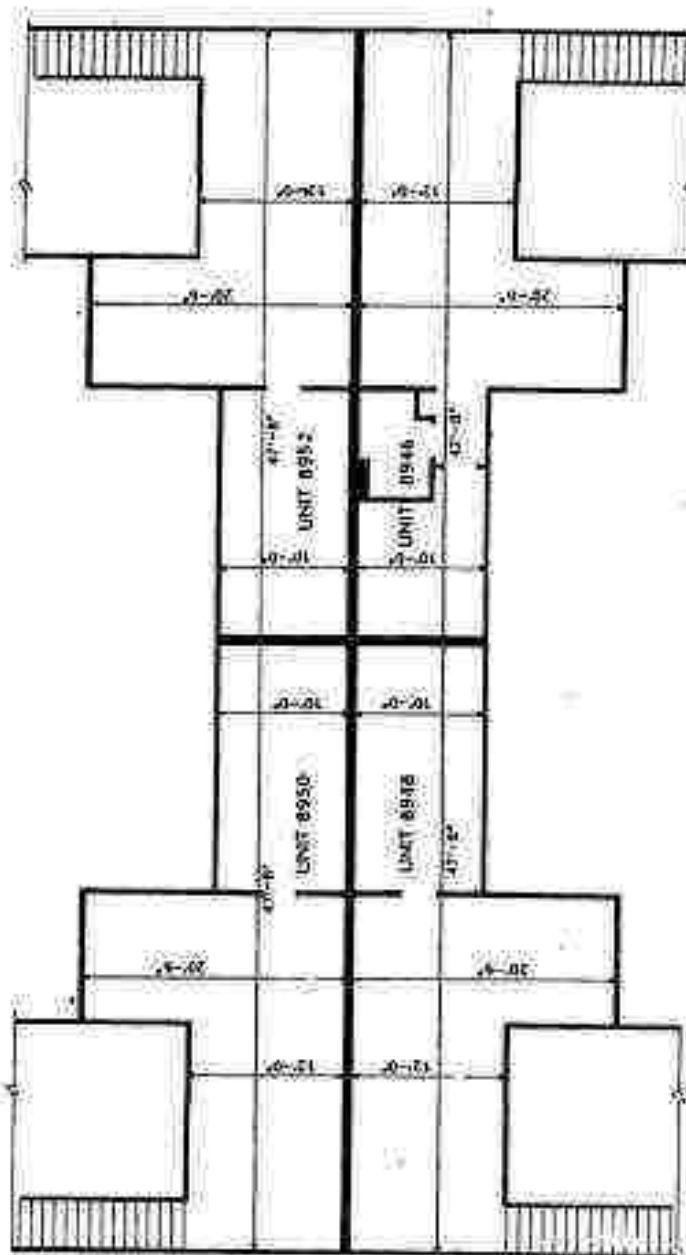


EXHIBIT 5D-6
AMENDED

SHEET 7 OF 9

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY,
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CALEDONIA, MILWAUKEE COUNTY, WISCONSIN.

[Signature]
EUGENE S. GUSTAFSON, ARCHITECT A-3278

**SEVENTH AMENDMENT TO
DECLARATION OF
OVERLOOK LAKES
CONDOMINIUM**

**AND SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

Document Number

Document Title

Recording Area

This Seventh Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Name and Return Address:

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

PIN:

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominiums and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon five (5) buildings, of which each shall contain eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Declaration

Now, therefore, the Declarant, pursuant to Article 14 of the Declaration, hereby (i) submits the Property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions, and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "108" therefrom and substituting the number "148" therefor.

2. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/108" therefrom and substituting the fraction "1/148" therefor and by striking the percentage ".92" therefrom and substituting the percentage ".676" therefor.

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

- (a) Exhibits A, B, C and D as recorded are expanded to include Exhibits 7A, 7B, 7C and 7D-1 through 7D-10, attached hereto (all prior such Exhibits remaining in effect); and
- (b) Exhibits 6E-1 and 6E-2 as recorded are amended to be as shown on the attached Exhibits 7E-1 and 7E-2.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings herein submitted are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto are Exhibits 7E-1 and 7E-2 setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of the 2nd day of June, 1997.

Overlook Lakes Condominium
of Greendale, LLC


James A. Sileno
Authorized Signatory

Authentication of Signature

Signature of James A. Sileno authenticated as of June 2, 1997.


Hal Karas
Member, State Bar of Wisconsin

This instrument was drafted by:

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

ref:elina072179/0003jddk1015-w23

EXHIBIT 7A

Parcel 2 of CERTIFIED SURVEY MAP NO. 6348 being a redivision of Parcels 1 and 4 of Certified Survey Map No. 6207 and lands being in the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R. 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 14, 1997 on Reel 4053, Image 183 of Certified Survey Maps as Document No. 7365603

Parcel 2 of CERTIFIED SURVEY MAP NO. 6354 being a redivision of Parcel 3 of Certified Survey Map No. 6348 being in the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R. 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 27, 1997 on Reel 4061, Image 214-216 of Certified Survey Maps as Document No. 7370182

EXHIBIT 7C

UNIT ADDRESSES

All Addresses are on
Woodbridge Drive in
Greendale, Wisconsin 53219

<u>Bldg.</u>	<u>Type</u>	<u>Unit Address</u>
24	B2	8881 Woodbridge Drive 8883 Woodbridge Drive 8885 Woodbridge Drive 8887 Woodbridge Drive 8889 Woodbridge Drive 8891 Woodbridge Drive 8893 Woodbridge Drive 8895 Woodbridge Drive
25	B2	8901 Woodbridge Drive 8903 Woodbridge Drive 8905 Woodbridge Drive 8907 Woodbridge Drive 8909 Woodbridge Drive 8911 Woodbridge Drive 8913 Woodbridge Drive 8915 Woodbridge Drive
26	A2	8937 Woodbridge Drive 8939 Woodbridge Drive 8941 Woodbridge Drive 8943 Woodbridge Drive 8945 Woodbridge Drive 8947 Woodbridge Drive 8949 Woodbridge Drive 8951 Woodbridge Drive
27	A2	8953 Woodbridge Drive 8955 Woodbridge Drive 8957 Woodbridge Drive 8959 Woodbridge Drive 8961 Woodbridge Drive 8963 Woodbridge Drive 8965 Woodbridge Drive 8967 Woodbridge Drive

Bldg.	Type	Unit Address
28	B2	8969 Woodbridge Drive
		8971 Woodbridge Drive
		8973 Woodbridge Drive
		8975 Woodbridge Drive
		8977 Woodbridge Drive
		8979 Woodbridge Drive
		8981 Woodbridge Drive
		8983 Woodbridge Drive

Approved for release by the NSA on 08-28-2014 pursuant to E.O. 13526

OVERLOOK LAKES CONDOMINIUM

BUILDING 24-B2

UNIT-8893 WOODBRIDGE DRIVE

VILLAGE OF GREENDALE, MENAUGE COUNTY

STATE OF WISCONSIN

LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MENAUGE COUNTY, WISCONSIN.

John R. Boyer
FITCH & CLAYTON, ARCHITECT P.C. 3024

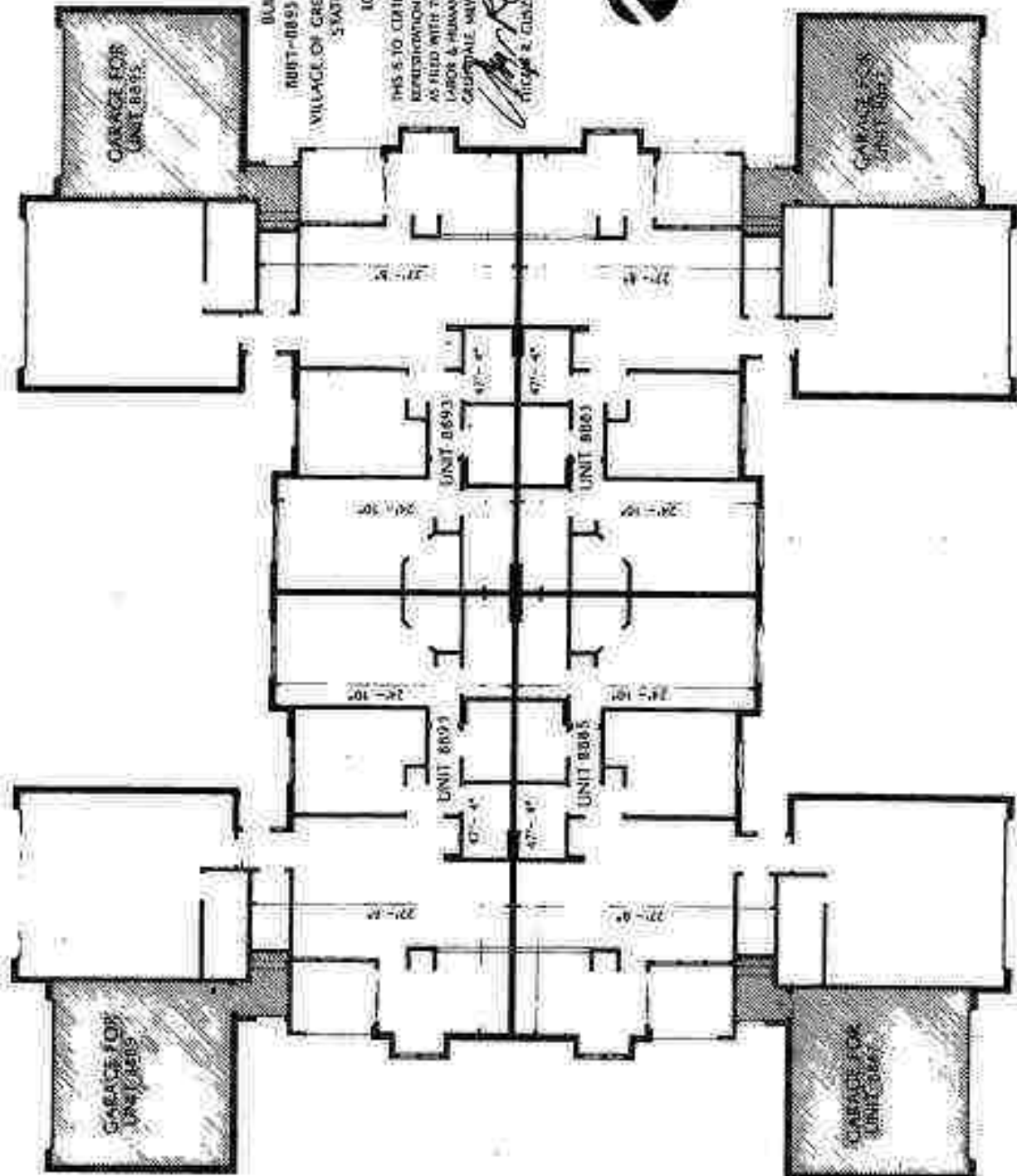


EXHIBIT 7D-1

SHEET 2 OF 13

OVERLOOK LAKES CONDOMINIUM

BUILDING 24-B2
8881-8893 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Robert E. Gussardinger
ROBERT E. GUSSARDINGER, ARCHITECT A-3879

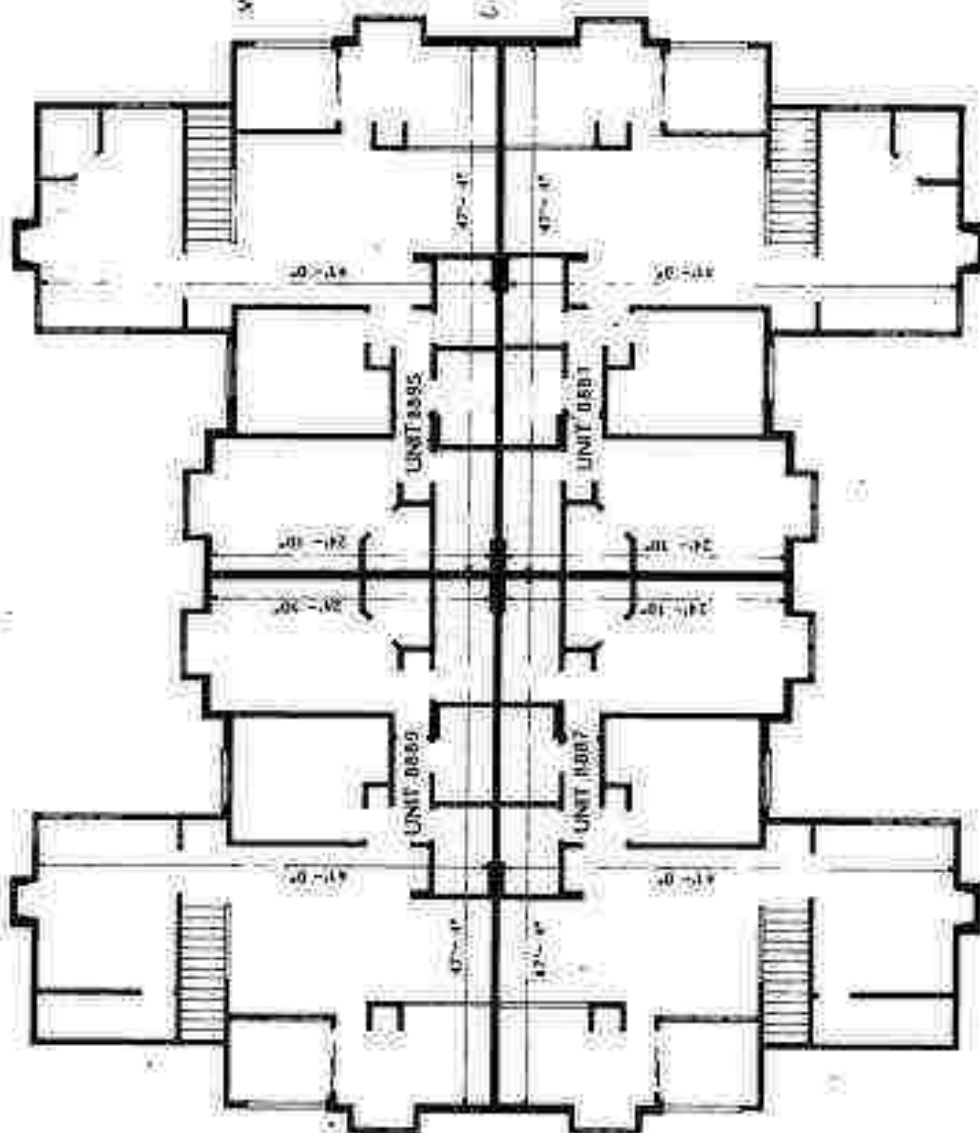


EXHIBIT 7D-2

SHEET 1 OF 13

OVERLOOK LAKES CONDOMINIUM

BUILDING 35-62
8901-B975 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY,
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

John R. O'Connell
JOHN R. O'CONNELL ARCHITECT A-3849

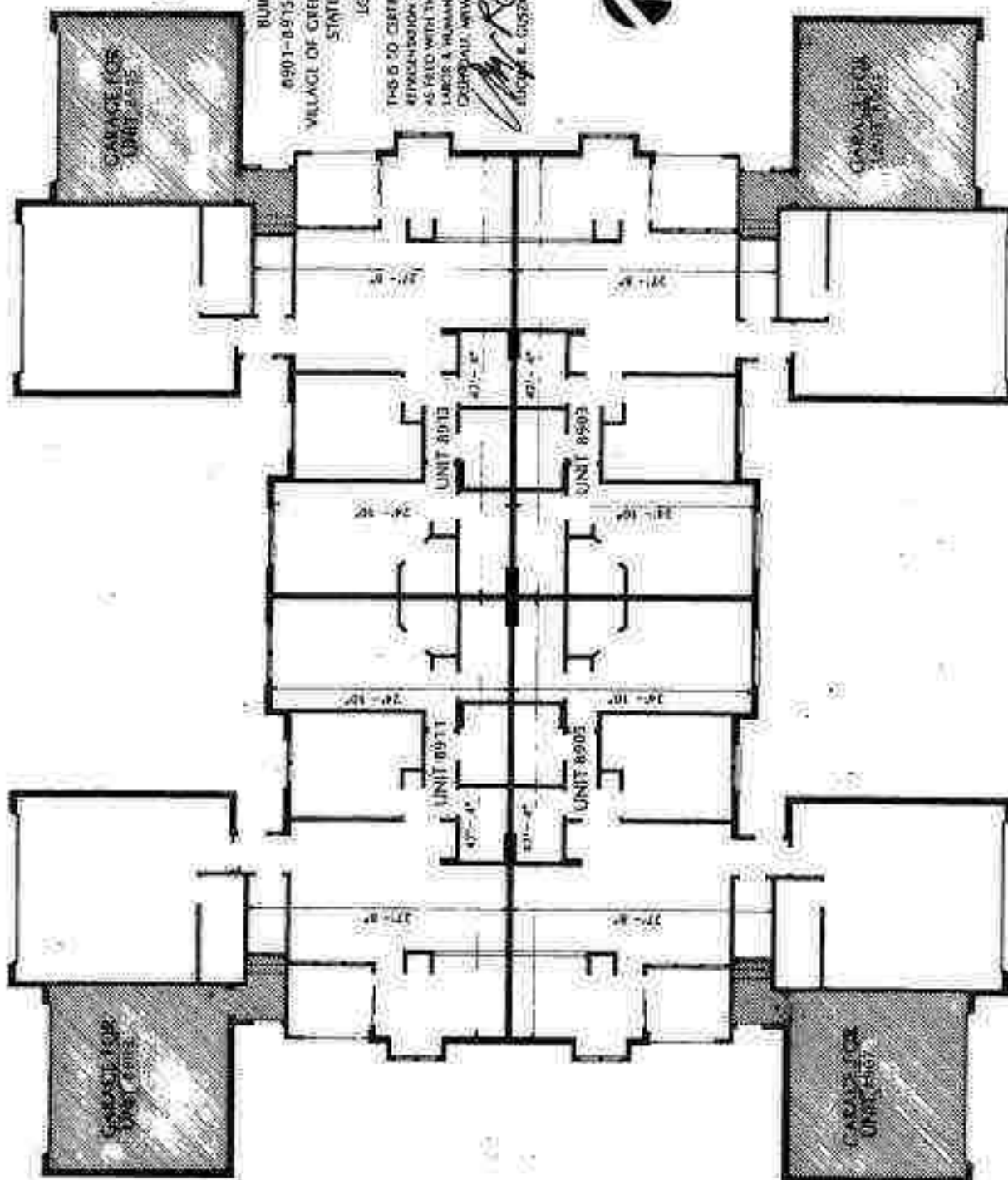


EXHIBIT 7D-3

SHEET 4 OF 13

OVERLOOK LAKES CONDOMINIUM

BUILDING 23-82
8901-8915 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

LESTER R. GUSZOWSKI, ARCHITECT A-3079

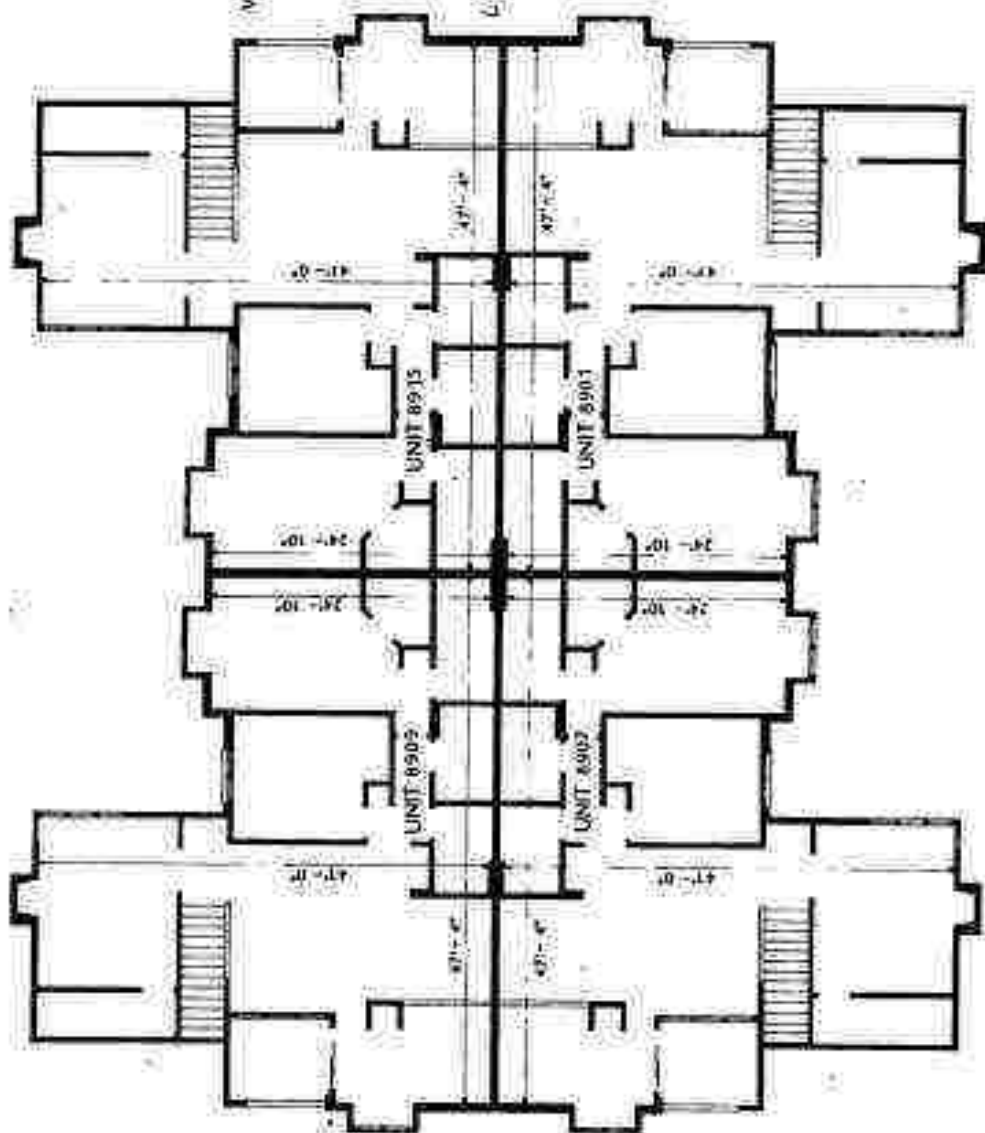


EXHIBIT 7D-4

SHEET 5 OF 13

OVERLOOK LAKES CONDOMINIUM

BUILDING 26-A2
8937-8951 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

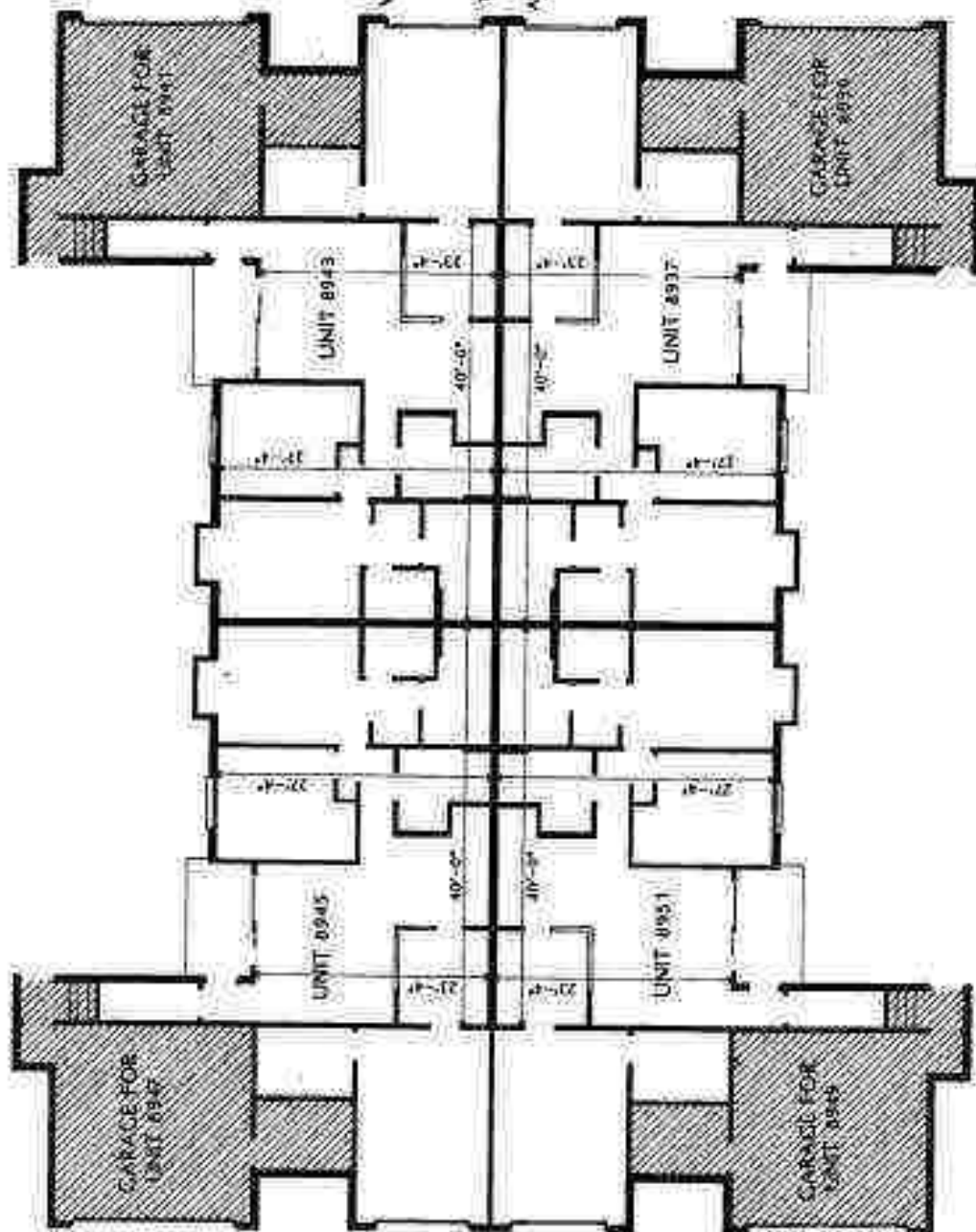
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL
LABOR & HUMAN RELATIONS AND THE VESSEL OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Michael R. Taylor
LUSPHE E. CLARKSON, ARCHITECT A-3879



EXHIBIT 7D-5

SHEET 6 OF 11



OVERLOOK LAKES CONDOMINIUM

BUILDING 76-A2
8937-8951 WOODBRIDGE DRIVE
VILLAGE OF CRESTDALE, MENAUEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

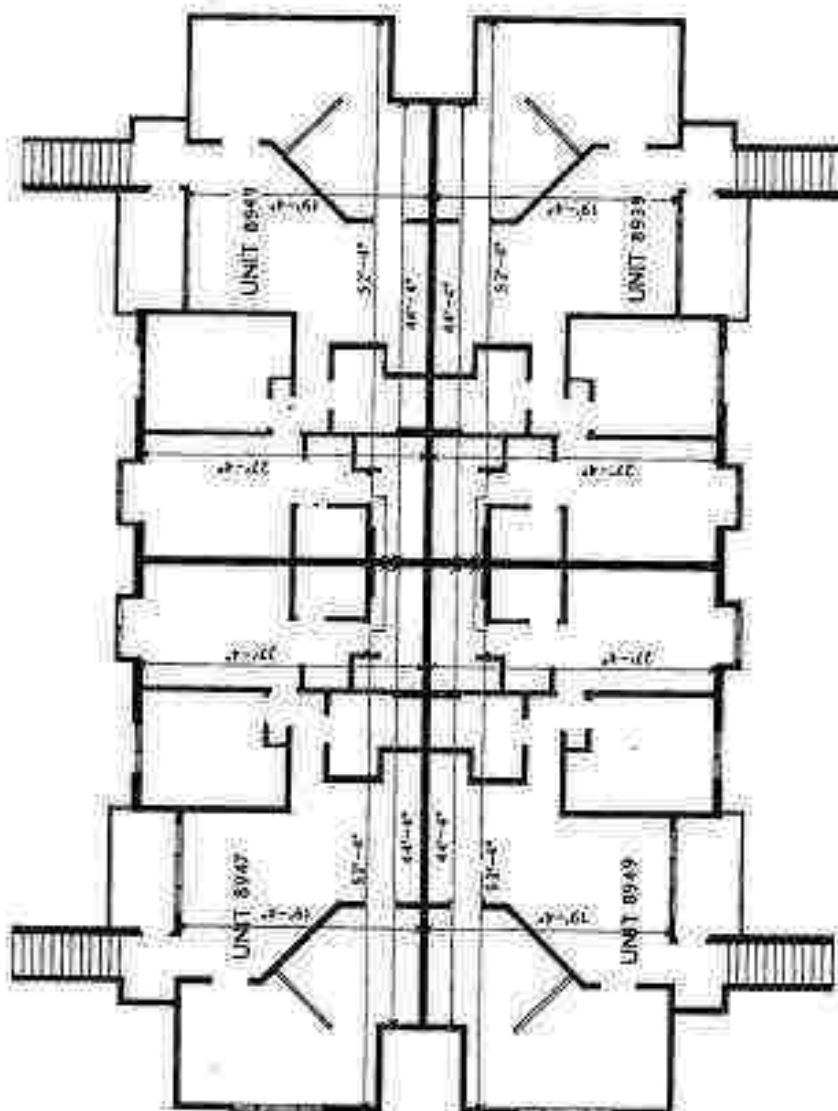
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CRESTDALE, MENAUEE COUNTY, WISCONSIN.

Mark R. Gryn
LUTIGENS & GRIENOWSKI, ARCHITECTS A-18174



EXHIBIT 7D-6

SHEET 7 OF 13



OVERLOOK LAKES CONDOMINIUM

BUILDING 27-A2
8953-8967 WOODBRIDGE DRIVE
VILLAGE OF CRENDLE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

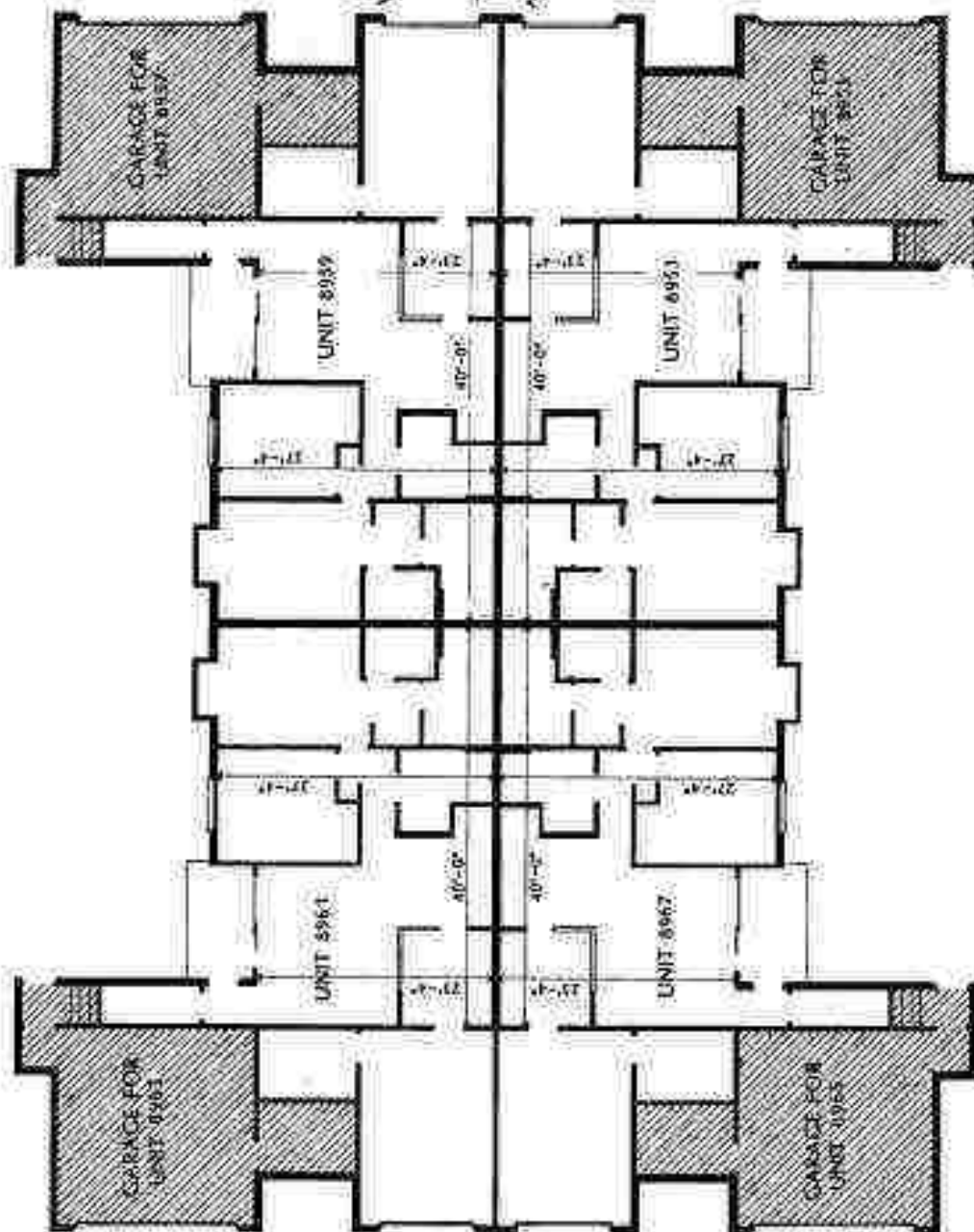
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR & INDUSTRY RELATIONS AND THE VILLAGE OF
CRENDLE, MILWAUKEE COUNTY, WISCONSIN

Eugene K. Cusick
EUGENE K. CUSICK ARCHITECT A-1079



EXHIBIT 7D-7

SHEET 8 OF 11



OVERLOOK LAKES CONDOMINIUM

BUILDING 27-A2
8953-8967 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

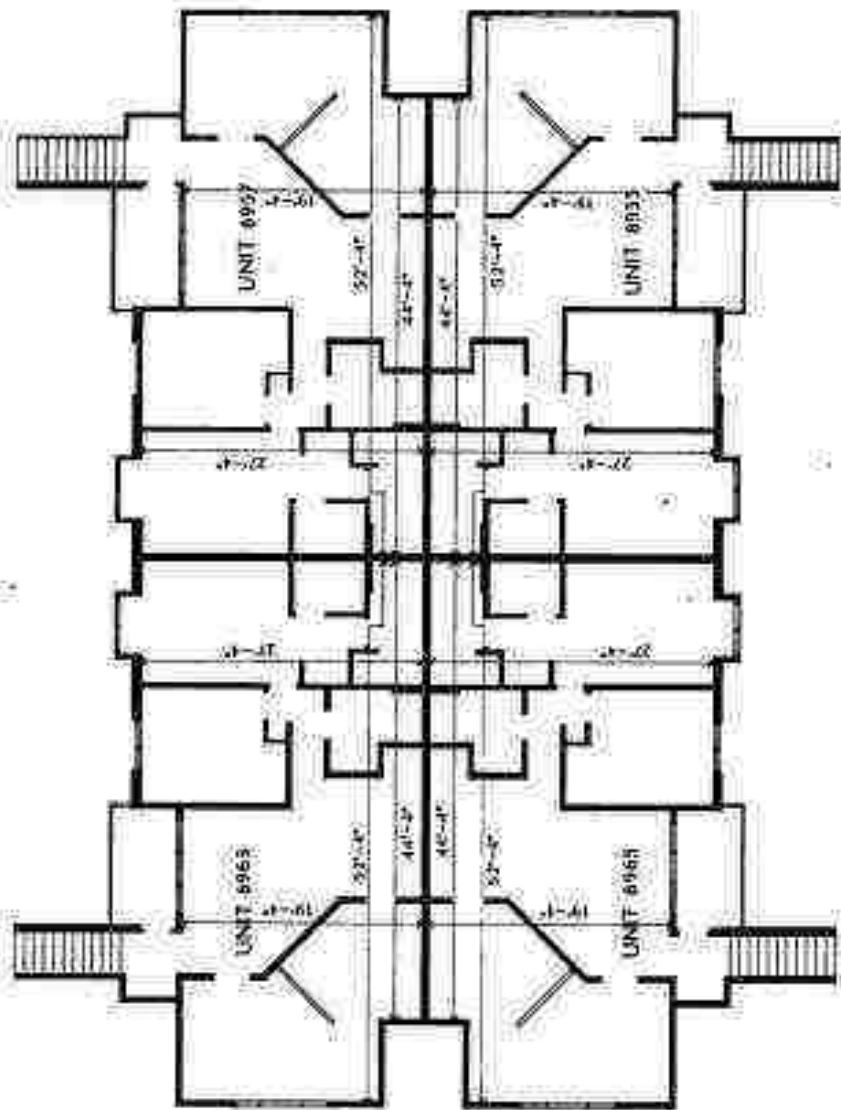
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY,
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

And R. Taylor
LUTCHMEYER, CUSKOWSKI, ARCHITECT A-1679



EXHIBIT 7D-8

SHEET 9 OF 13



OVERLOOK LAKES CONDOMINIUM

BUILDING 26-82
8959-8961 WOODBRIDGE DRIVE
VILLAGE OF CRENDLE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL

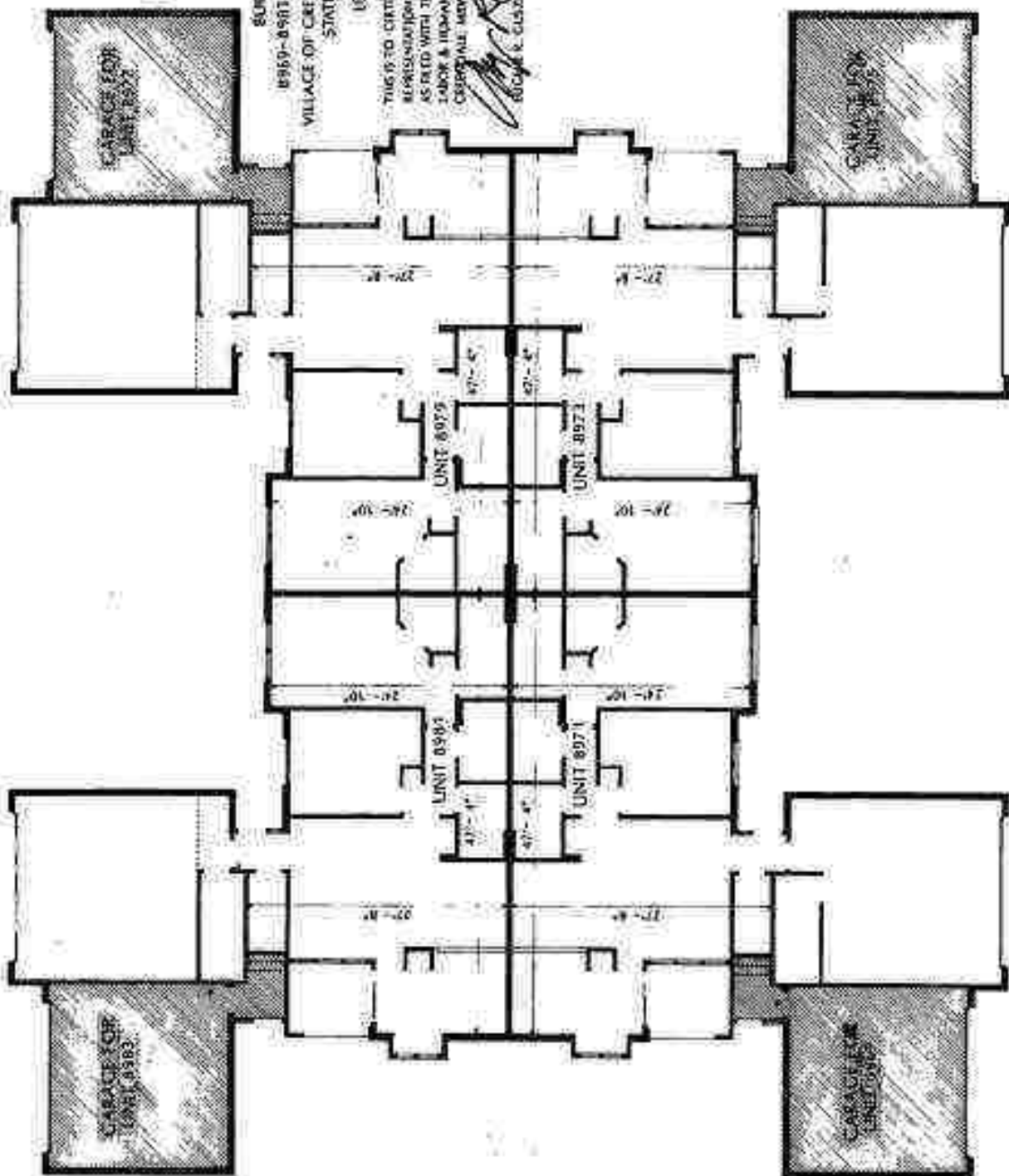
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE ABOVE PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CRENDLE, MILWAUKEE COUNTY, WISCONSIN

John R. Papp
JOHN R. PAPP ARCHITECT S-1074



EXHIBIT 7D-9

SHEET 16 OF 19



**OVERLOOK LAKES
CONDOMINIUM**

BUILDING 20-02
8969-8983 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MANUKEE COUNTY
STATE OF WISCONSIN

UPPER LEVEL

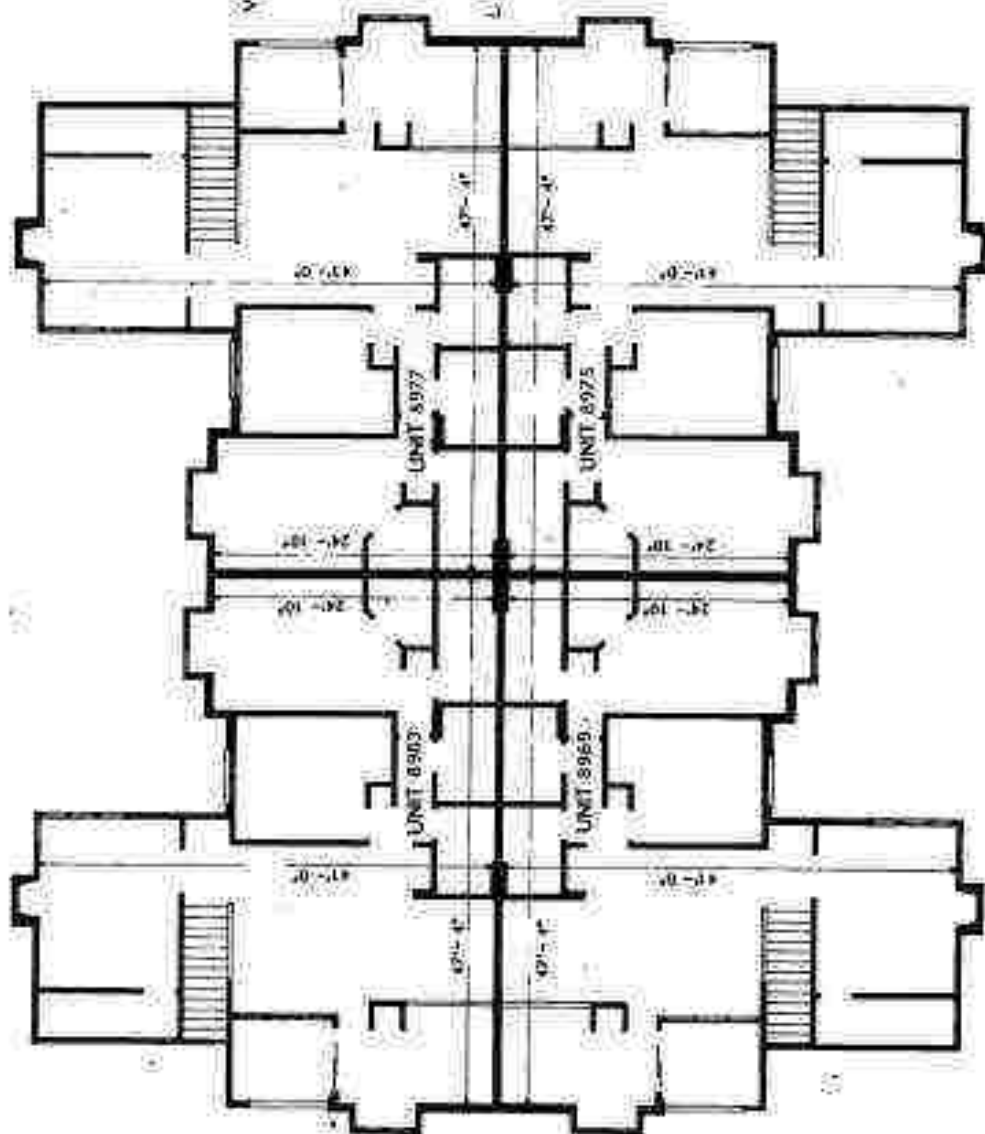
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING, AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY LABOR & HUMAN RELATIONS AND THE VILLAGE OF GREENDALE, MENAUGHEE TOWNSHIP, WISCONSIN.

MICHAEL E. CUSTODIUS, ARCHITECT AIA 3879



EXHIBIT 7D-10

SHEET 19 OF 19



OVERLOOK LAKES CONDOMINIUM

VILLAGE OF GREENDALE, MILWAUKEE COUNTY, STATE OF WISCONSIN

EXPANSION REAL ESTATES DESCRIPTION

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

Parcel 1 and 2 of CERTIFIED SURVEY MAP NO. 9628 being part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded December 11, 1993 on Sheet 2570, Image 881-884 of Certified Survey Maps as Document No. 8450117.

ALSO, Parcel 1 of CERTIFIED SURVEY MAP NO. 9997 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 3, 1993 on Sheet 2154, Image 385-392 of Certified Survey Maps as Document No. 6490864.

ALSO, Parcel 1 of CERTIFIED SURVEY MAP NO. 6097 being a part of the NE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 1, 1995 on Sheet 3333, Image 632-633 of Certified Survey Maps as Document No. 7016621.

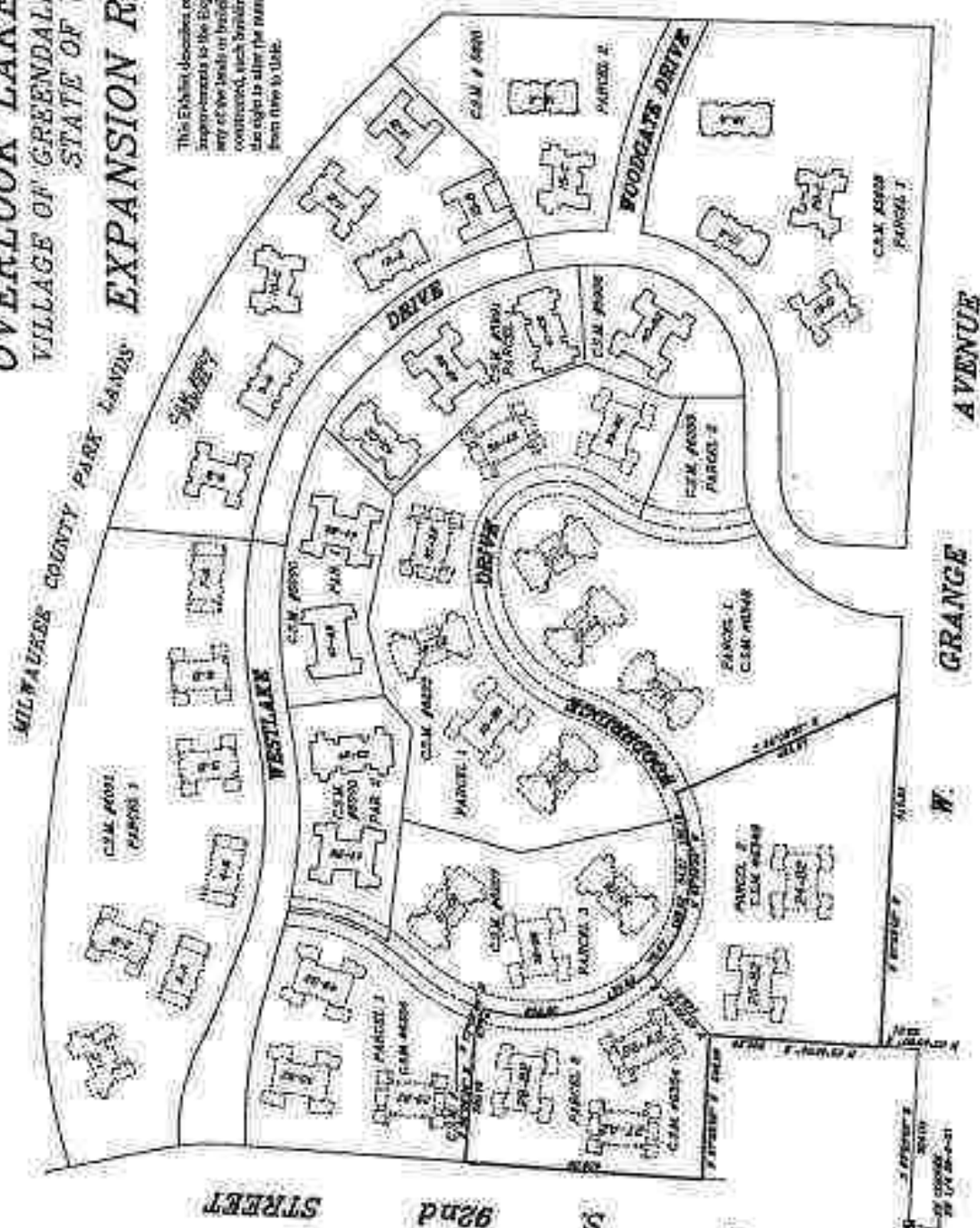
ALSO, Parcel 2 of CERTIFIED SURVEY MAP NO. 6233 being a subdivision of Parcel 2 of CERTIFIED SURVEY MAP NO. 6207 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on June 14, 1996 on Sheet 3820, Images 1116 to 1118 of Certified Survey Maps as Document No. 7231796.

ALSO, Parcel 1 of CERTIFIED SURVEY MAP NO. 6548 being a subdivision of Parcel 1 and 4 of Certified Survey Map No. 6297 and lands being in the SW 1/4 of the SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded May 14, 1997 on Sheet 4055, Image 140 of Certified Survey Maps as Document No. 7353403.

ALSO, Parcel 1 of CERTIFIED SURVEY MAP NO. 6354 being a subdivision of Parcel 1 of Certified Survey Map No. 6348 being in the SW 1/4 of the SW 1/4 of Section 28, T. 6 N., R. 21 E., in the Village of Greendale, Milwaukee County, Wisconsin, recorded on Sheet 4061, Image 214-216 of Certified Survey Maps as Document No. 7376192.



OVERLOOK LAKES CONDOMINIUM VILLAGE OF GREENDALE, MILWAUKEE COUNTY, STATE OF WISCONSIN EXPANSION REAL ESTATES



This Exhibit describes only generally the location of proposed buildings and improvements to the Expansion Real Estate. The actual site not represented or warrant that any of the lots or buildings shown will in fact be added to the Condominium or that, as constructed, such buildings will be located as shown on this Exhibit. The actual location and size of the buildings will be located as shown on the final plan. The actual location and size of the buildings will be located as shown on the final plan.



**EIGHTH AMENDMENT TO
DECLARATION OF
OVERLOOK LAKES
CONDOMINIUM**

**AND SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

Document Number

Document Title

Recording Area

This Eighth Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Name and Return Address:

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

FIN:

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominiums and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon three (3) buildings, of which each shall contain four (4) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Declaration

Now, therefore, the Declarant, pursuant to Article 14 of the Declaration, hereby (i) submits the Property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions, and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "148" therefrom and substituting the number "160" therefor.

2. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/148" therefrom and substituting the fraction "1/160" therefor and by striking the percentage ".676" therefrom and substituting the percentage ".625" therefor.

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

- (a) Exhibits A, B, C and D as recorded are expanded to include Exhibits 8A, 8B, 8C and 8D-1 through 8D-6, attached hereto (all prior such Exhibits remaining in effect); and
- (b) Exhibits 7E-1 and 7E-2 as recorded are amended to be as shown on the attached Exhibits 8E-1 and 8E-2.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings herein submitted are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto are Exhibits 8E-1 and 8E-2 setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of the 2nd day of March, 1998.

Overlook Lakes Condominium
of Greendale, LLC


James A. Sileno
Authorized Signatory

Authentication of Signature

Signature of James A. Sileno authenticated as of March 2, 1998.


Hal Karas
Member, State Bar of Wisconsin

This instrument was drafted by:

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

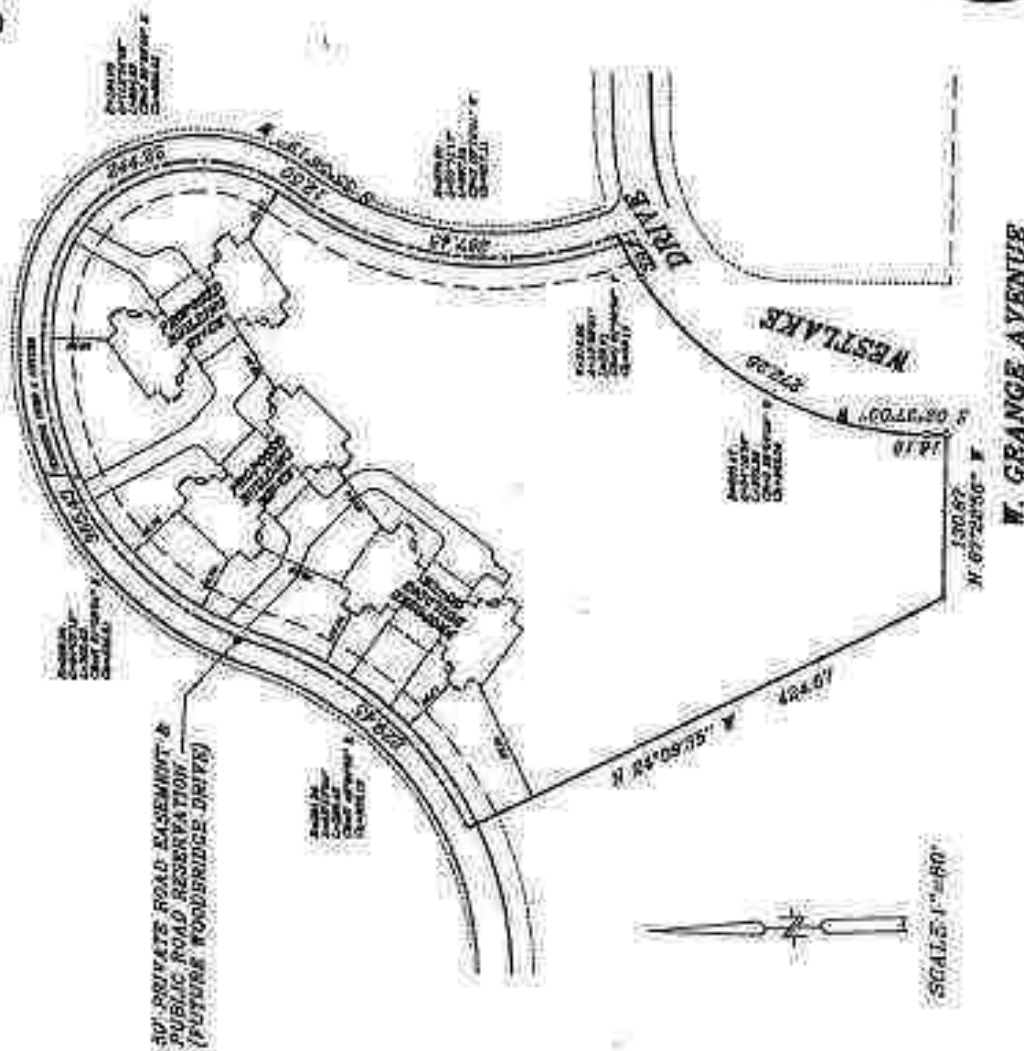
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EXHIBIT 8A

Parcel 1 of CERTIFIED SURVEY MAP NO. 6348 being a redivision of Parcels 1 and 4 of Certified Survey Map No. 6207 and lands being in the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 14, 1997 on Reel 4053, Image 183 of Certified Survey Maps as Document No. 7365603

\\sawyer\corporate\storage\ext\60125

OVERLOOK LAKES CONDOMINIUM VILLAGE OF GREENDALE, MILWAUKEE COUNTY, STATE OF WISCONSIN CONDOMINIUM PLAT



SIGNAL DESCRIPTION:

Based on CERTIFIED SURVEY MAP NO. 0448 being a division of Parcel 1 and 4 of Certified Survey Map No. 0207 and both being the SW 1/4 of the SW 1/4 of Section 28, T 9 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin.

I, Christopher J. Kuebel, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed buildings and improvements upon said property.

This condominium plat is a correct representation of a portion of OVERLOOK LAKES CONDOMINIUM which is the subject of an application of the condominium and the description and location of each unit and the common elements can be identified from the plat.

C. J. Kuebel
Christopher J. Kuebel, S-1755
Date: 12/13/98



METROPOLITAN ENGINEERING, INC.

2400 CHICAGO DRIVE, SUITE 100, FOND DU LAC, WISCONSIN 54601
PH: (920) 702-4221 FAX: (920) 702-4222

EXHIBIT 2B
SHEET 1 OF 9

EXHIBIT 8C

UNIT ADDRESSES

All Addresses are on
Woodbridge Drive in
Greendale, Wisconsin 53219

Bldg.	Type	Unit Address
21	C2	8773 Woodbridge Drive 8775 Woodbridge Drive 8777 Woodbridge Drive 8779 Woodbridge Drive
22	C2	8861 Woodbridge Drive 8863 Woodbridge Drive 8865 Woodbridge Drive 8867 Woodbridge Drive
23	C2	8871 Woodbridge Drive 8873 Woodbridge Drive 8875 Woodbridge Drive 8877 Woodbridge Drive

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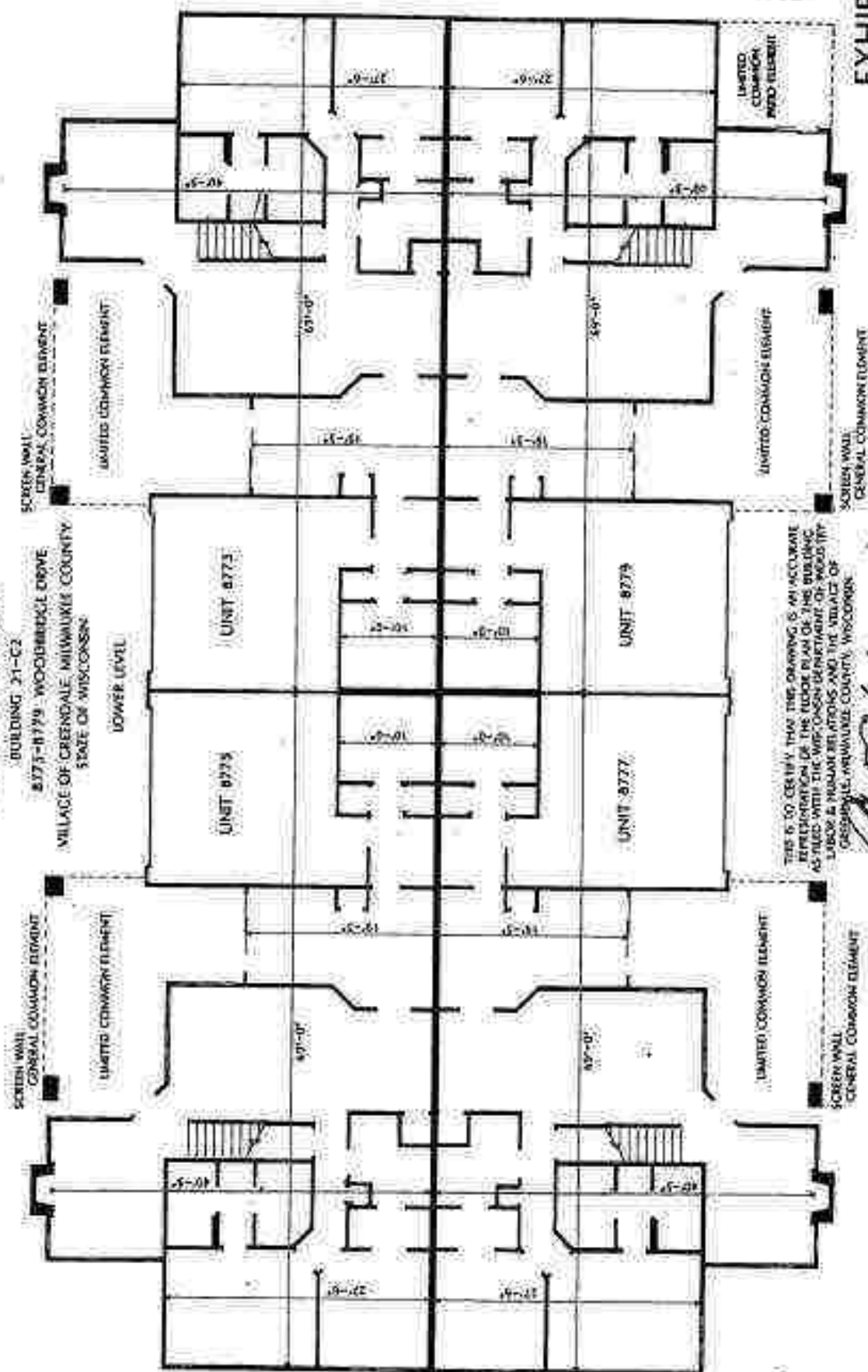
OVERLOOK LAKES CONDOMINIUM

BUILDING 21-C2

8773-8779 WOODBRIDGE DRIVE

VILLAGE OF GRENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THE BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GRENDALE, MILWAUKEE COUNTY, WISCONSIN

Signature
RUSSELL GUSZOWSKI ARCHITECT A-3029



EXHIBIT 8D-1

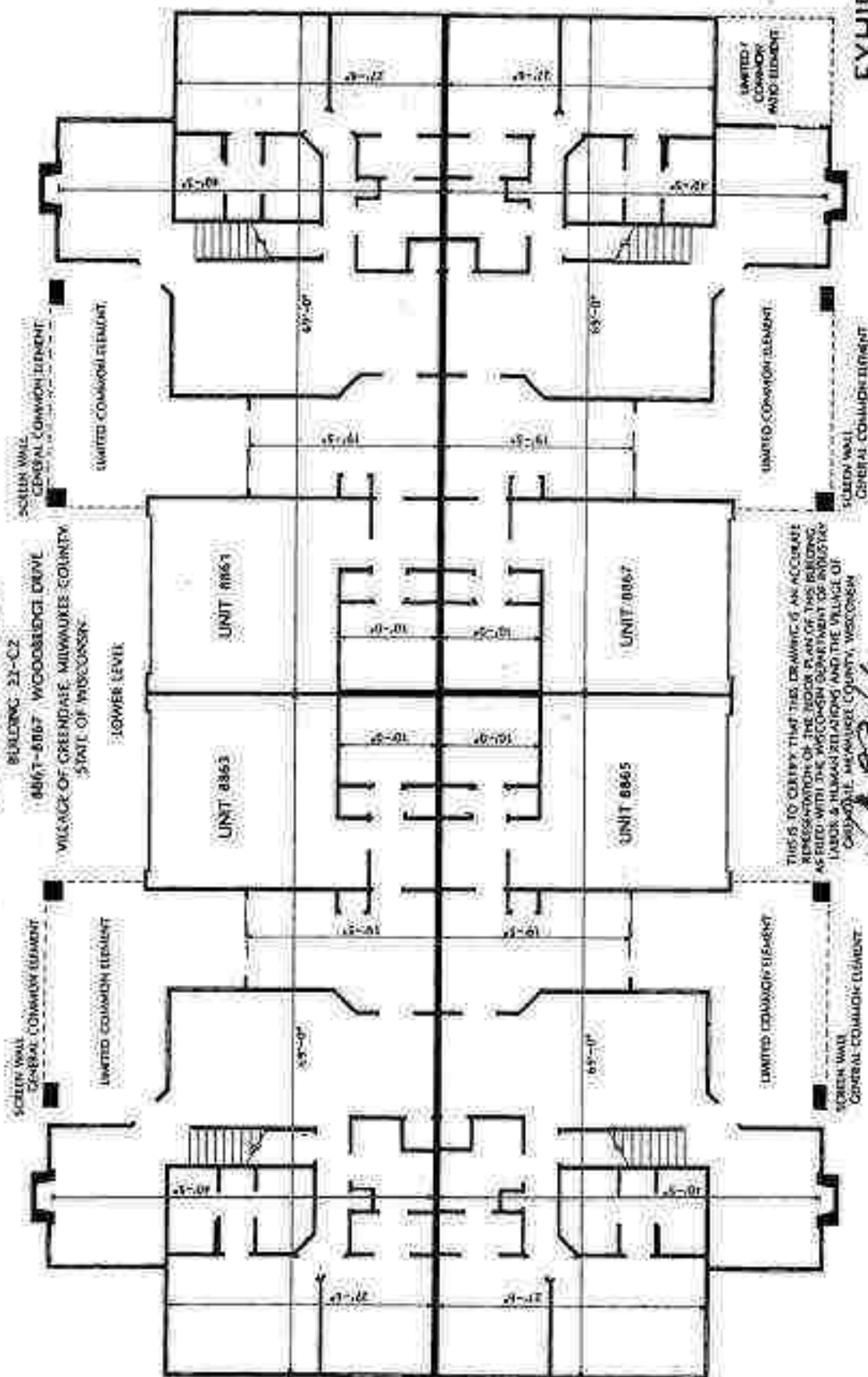
SHEET 20/29

OVERLOOK LAKES CONDOMINIUM

BUILDING: 21-C2

8867-8867 WOODBINE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

[Signature]
RUCKER & GOSWOLDS ARCHITECT A-1875



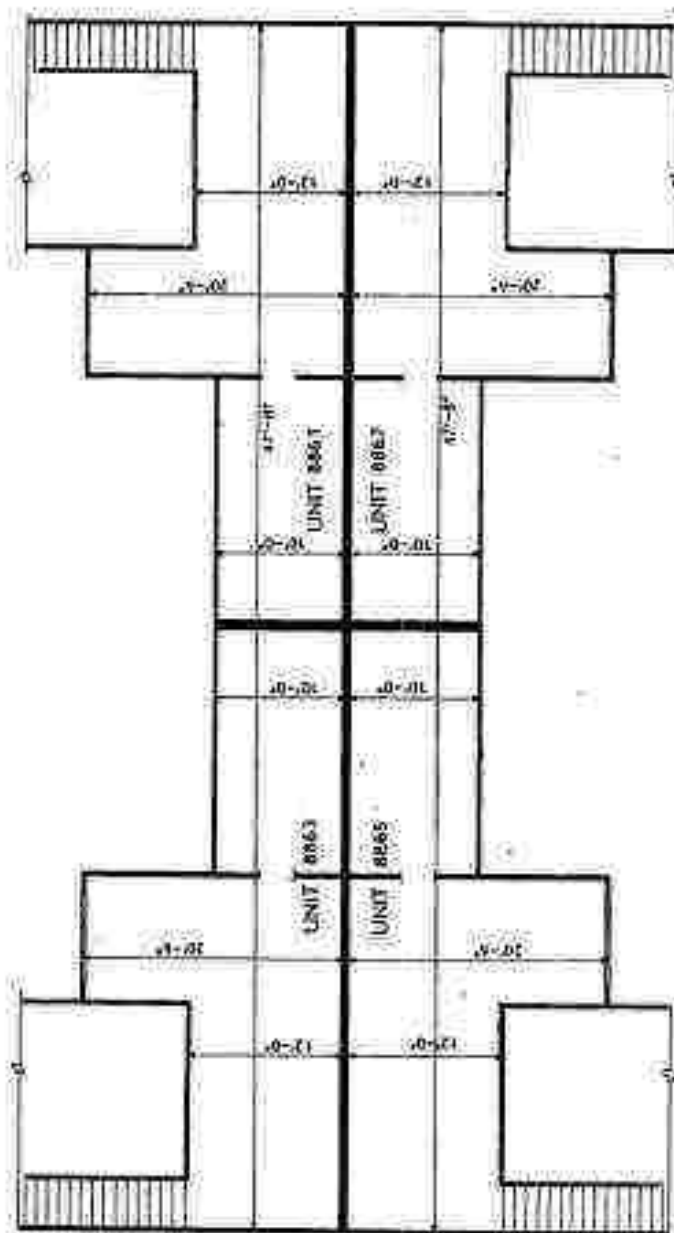
EXHIBIT 8D-3

OVERLOOK LAKES
CONDOMINIUM

PLATING 27-53

0857-8867 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

Upper Level



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING ASISTED WITH THE WISCONSIN DEPARTMENT OF INDUSTRIAL LABOR & HUMAN RELATIONS AND THE VILLAGE OF GREENBAY, MENAUNEE COUNTY, WISCONSIN

Victor E. Bodin

EUGENE K. CLIFTON/WRAL ARCHIVE A-1029



EXHIBIT 8D-4

6 OF 5 SHEETS

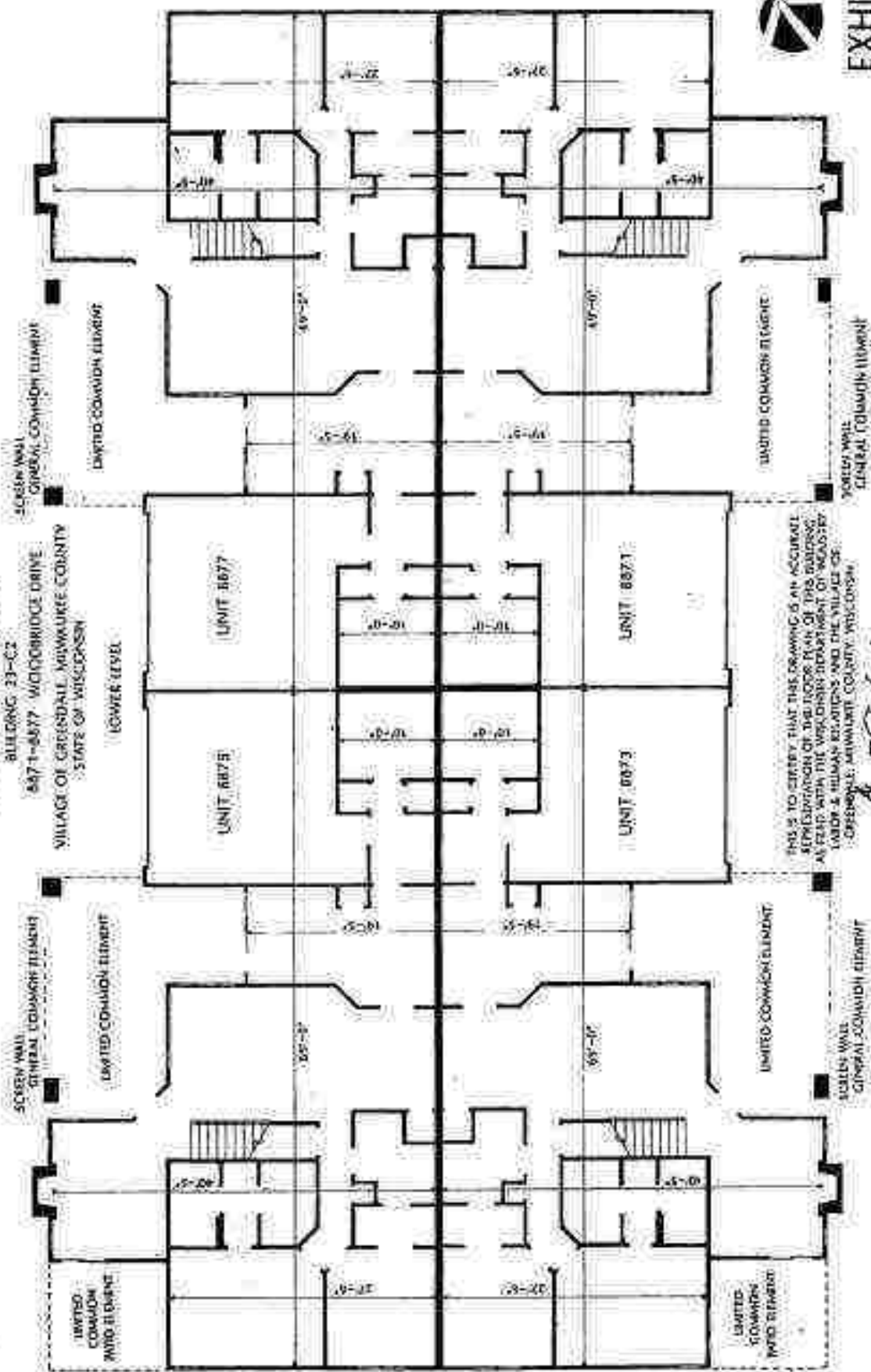
OVERLOOK LAKES CONDOMINIUM

BUILDING 23-C2

8874-8877 WILLOWHIDE DRIVE

VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

LOWER LEVEL



THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF REVENUE
LAND & REVENUE DIVISION AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN.

Signature

— EUGENE F. GOSZ-COWELL, ARCHITECT A-23379



EXHIBIT 8D-5

SHEET 6 OF 9

OVERLOOK LAKES CONDOMINIUM **VILLAGE OF GREENDALE, MILWAUKEE COUNTY,** **STATE OF WISCONSIN** **EXPANSION REAL ESTATE DESCRIPTION**

LEGAL DESCRIPTIONS OF EXPANSION REAL ESTATE

Parcels 1 and 2 of CERTIFIED SURVEY MAP NO. 3028 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded December 11, 1991, in Book 2070, Page 181-182 of Certified Survey Maps as Document No. 8500117.

ALSO, Parcel 1 of CERTIFIED SURVEY MAP NO. 3907 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 7, 1993 in Book 2154, Page 385-392 of Certified Survey Maps as Document No. 845864.

ALSO, Parcel 1 of CERTIFIED SURVEY MAP NO. 6981 being a part of the NE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 1, 1995 in Book 2331, Page 432-435 of Certified Survey Maps as Document No. 7076022.

ALSO, Parcel 2 of CERTIFIED SURVEY MAP NO. 4233 being a subdivision of Parcel 2 of Certified Survey Map No. 5237 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on June 14, 1996 in Book 2520, Pages 1116-1118 of Certified Survey Maps as Document No. 7230796.

ALSO, Parcel 3 of CERTIFIED SURVEY MAP NO. 6154 being a subdivision of Parcel 3 of Certified Survey Map No. 6548 being a part of the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on June 14, 1996 in Book 2520, Pages 1119-1121 of Certified Survey Maps as Document No. 7230796.



OVERLOOK LAKES CONDOMINIUM
VILLAGE OF GREENDALE, MILWAUKEE COUNTY,
STATE OF WISCONSIN
EXPANSION REAL ESTATE

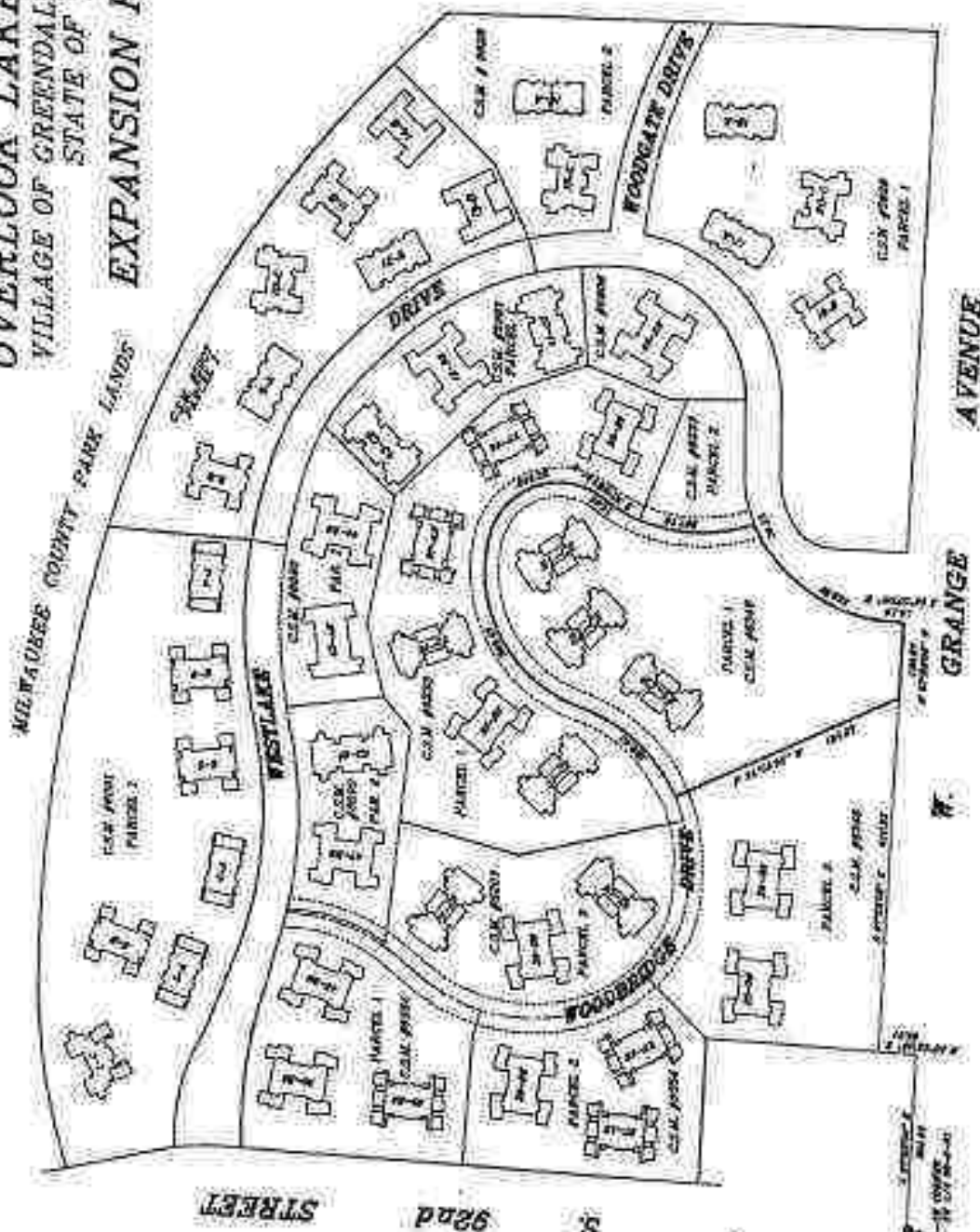


EXHIBIT 02-2
 PAGE 5 OF 9

**NINTH AMENDMENT TO
DECLARATION OF
OVERLOOK LAKES
CONDOMINIUM**

**AND SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS**

Document Number

Document Title

Recording Area

This Ninth Amendment to the Declaration of Condominium of Overlook Lakes Condominium and Supplement to Declaration of Covenants, Conditions and Restrictions is made by Overlook Lakes Condominium of Greendale, LLC ("Declarant").

Name and Return Address:

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

PIN:

Recitals

Declarant recorded a Declaration of Condominium of Overlook Lakes Condominiums and Supplement to Declaration of Covenants, Conditions and Restrictions in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6964807, as amended ("Declaration"), which subjected certain property in the Village of Greendale, Wisconsin to the Condominium Ownership Act ("Act"). Terms not otherwise defined herein shall have the meanings subscribed thereto in the Declaration.

Article 14 of the Declaration reserves to Declarant the right to expand the Condominium by subjecting to the Declaration parts or all of the Expansion Real Estate and constructing buildings, units and other improvements thereon.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate and to construct thereon three (3) buildings, of which each shall contain eight (8) units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements.

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

Declaration

Now, therefore, the Declarant, pursuant to Article 14 of the Declaration, hereby (i) submits the Property and improvements described below to the Act and Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, Master Development Agreement and amendments thereto, if any, recorded easements and restrictions, if any, any other easements and/or rights in favor of gas, electric, telephone, sanitary sewers, storm sewers, water utilities and other utilities serving the Property, the Declaration and all other matters of record and the following restrictions and conditions, and (ii) amends the Declaration as follows:

1. Section 1.1(a) of the Declaration is hereby amended by striking the number "160" therefrom and substituting the number "184" therefor.

2. Section 6.1(a) of the Declaration is hereby amended by striking the fraction "1/160" therefrom and substituting the fraction "1/184" therefor and by striking the percentage ".625" therefrom and substituting the percentage ".543" therefor.

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

- (a) Exhibits A, B, C and D as recorded are expanded to include Exhibits 9A, 9B, 9C and 9D-1 through 9D-6, attached hereto (all prior such Exhibits remaining in effect); and
- (b) Exhibits 8E-1 and 8E-2 as recorded are amended to be as shown on the attached Exhibits 9E-1 and 9E-2.

4. By Declarant's submission of the property described above to the Act and Declaration, Declarant does not waive any of the rights reserved in Article 14 nor does it represent that the Buildings herein submitted are the full extent of the exercise of its rights hereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED. Attached hereto are Exhibits 9E-1 and 9E-2 setting forth so much of the Expansion Real Estate as has not been included in the Condominium.

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

Executed as of the 16th day of September, 1998.

Overlook Lakes Condominium
of Greendale, LLC

James A. Sileno
James A. Sileno
Authorized Signatory

Authentication of Signature

Signature of James A. Sileno authenticated as of September 16, 1998.

Hal Keras
Hal Keras
Member, State Bar of Wisconsin

This instrument was drafted by:

Hal Keras, Esq.
Michael, Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

u:\offices\72178050314\b4517.r 12/08/98

EXHIBIT 9A

Parcel 1 of CERTIFIED SURVEY MAP NO. 6354 being a division of Parcel 3 of Certified Survey Map No. 6348 being in the SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin recorded on Reel 4061, Image 214-216 of Certified Survey Maps as Document No. 7370182.

EXHIBIT 9C**UNIT ADDRESSES**

All Addresses are on
Woodbridge Drive and
Westlake Drive in
Greendale, Wisconsin 53219

<u>Bldg.</u>	<u>Type</u>	<u>Unit Address</u>
29	B2	8985 Woodbridge Drive 8987 Woodbridge Drive 8989 Woodbridge Drive 8991 Woodbridge Drive 8993 Woodbridge Drive 8995 Woodbridge Drive 8997 Woodbridge Drive 8999 Woodbridge Drive
30	B2	9111 Westlake Drive 9113 Westlake Drive 9115 Westlake Drive 9117 Westlake Drive 9119 Westlake Drive 9121 Westlake Drive 9123 Westlake Drive 9125 Westlake Drive
48	B2	9071 Westlake Drive 9073 Westlake Drive 9075 Westlake Drive 9077 Westlake Drive 9079 Westlake Drive 9081 Westlake Drive 9083 Westlake Drive 9085 Westlake Drive

OVERLOOK LAKES CONDOMINIUM

BUILDING 29-82
8985-8999 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

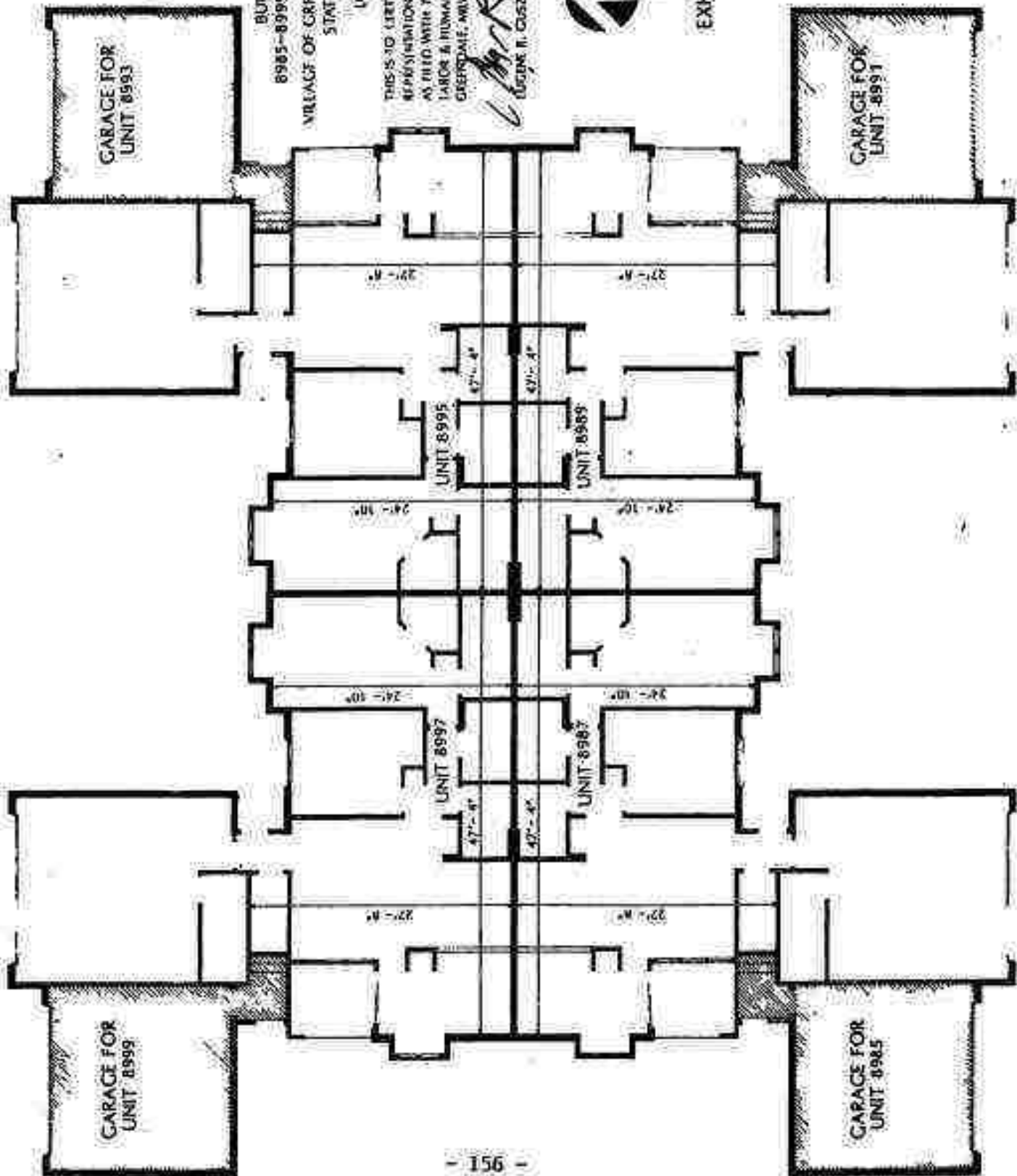
LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE LOOK PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RESOURCES AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Eugene H. Guszowski
EUGENE H. GUSZOWSKI ARCHITECT A-3879



EXHIBIT 9D-1



OVERLOOK LAKES CONDOMINIUM

BUILDING 29-82
8985-8999 WOODBRIDGE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

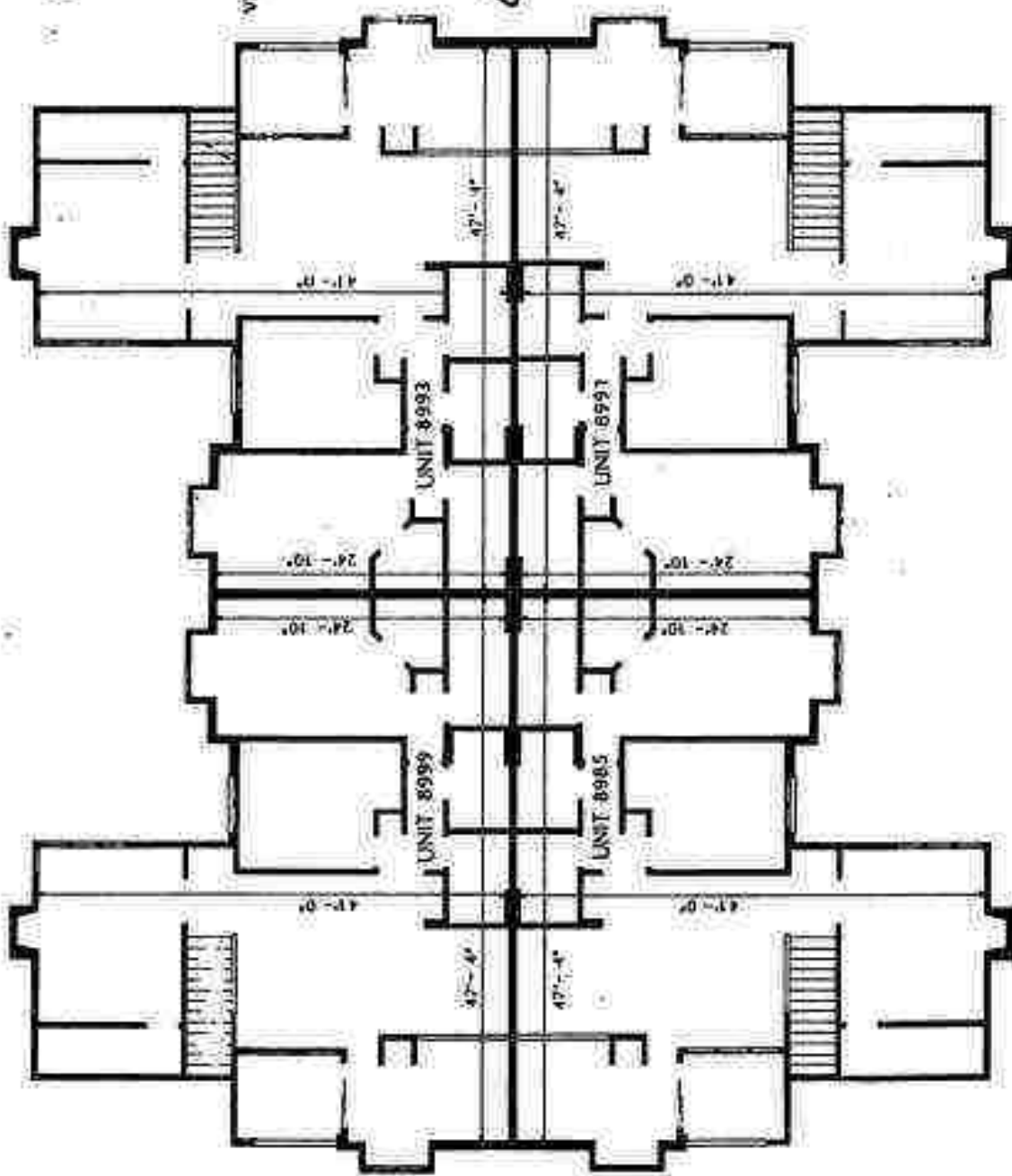
UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FAITHFUL WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

E. R. R. R.
EUGENE R. CLARKSON, ARCHITECT A-3879



EXHIBIT 9D-2



OVERLOOK LAKE CONDOMINIUM

BUILDING 30-82
9111-9125 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

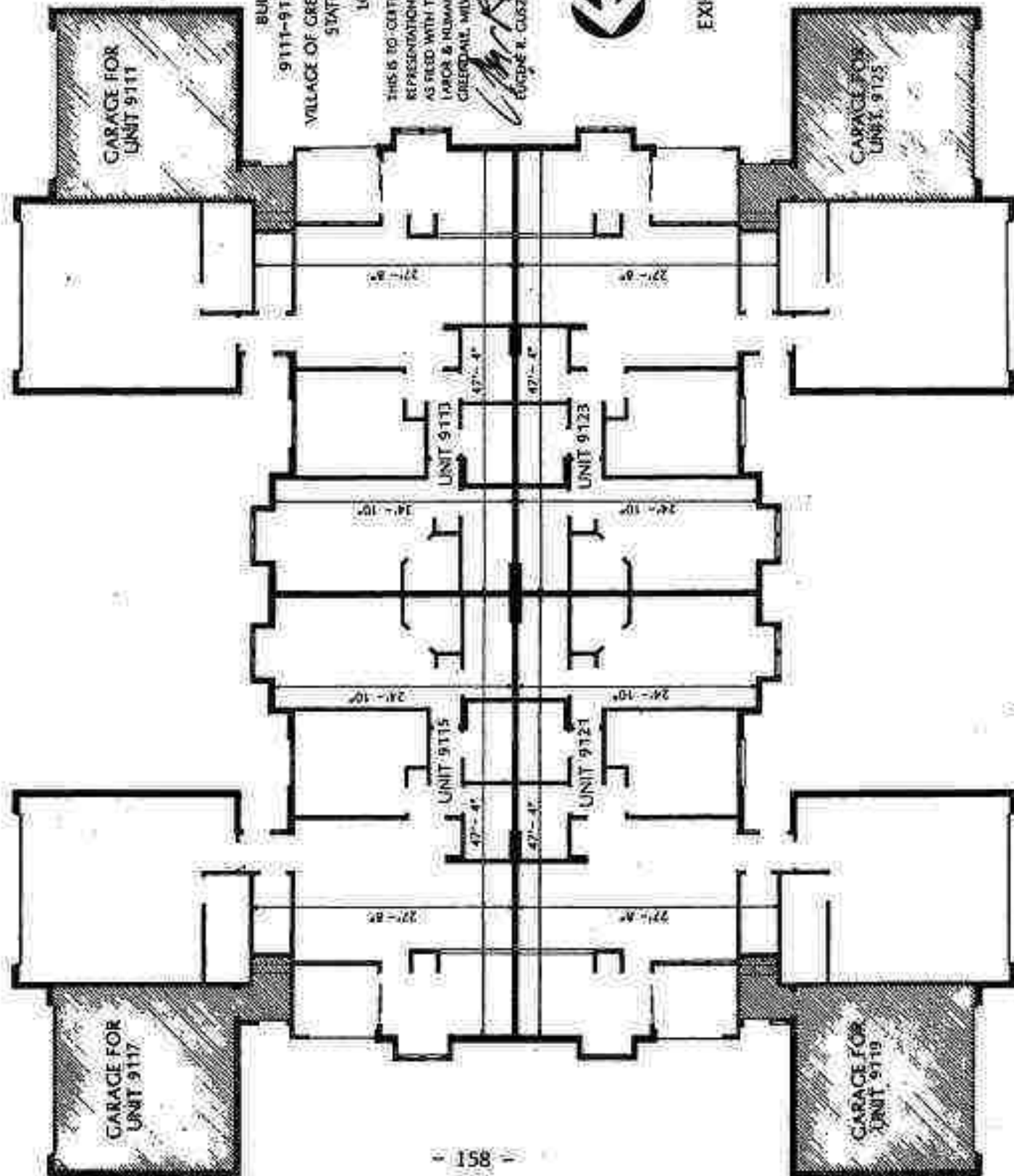
LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Eugene R. Cusumano
EUGENE R. CUSUMANO, ARCHITECT A-3876



EXHIBIT 9D-3



OVERLOOK LAKES CONDOMINIUM

BUILDING: 30-82
9111-9125 WESTLAKE DRIVE

VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

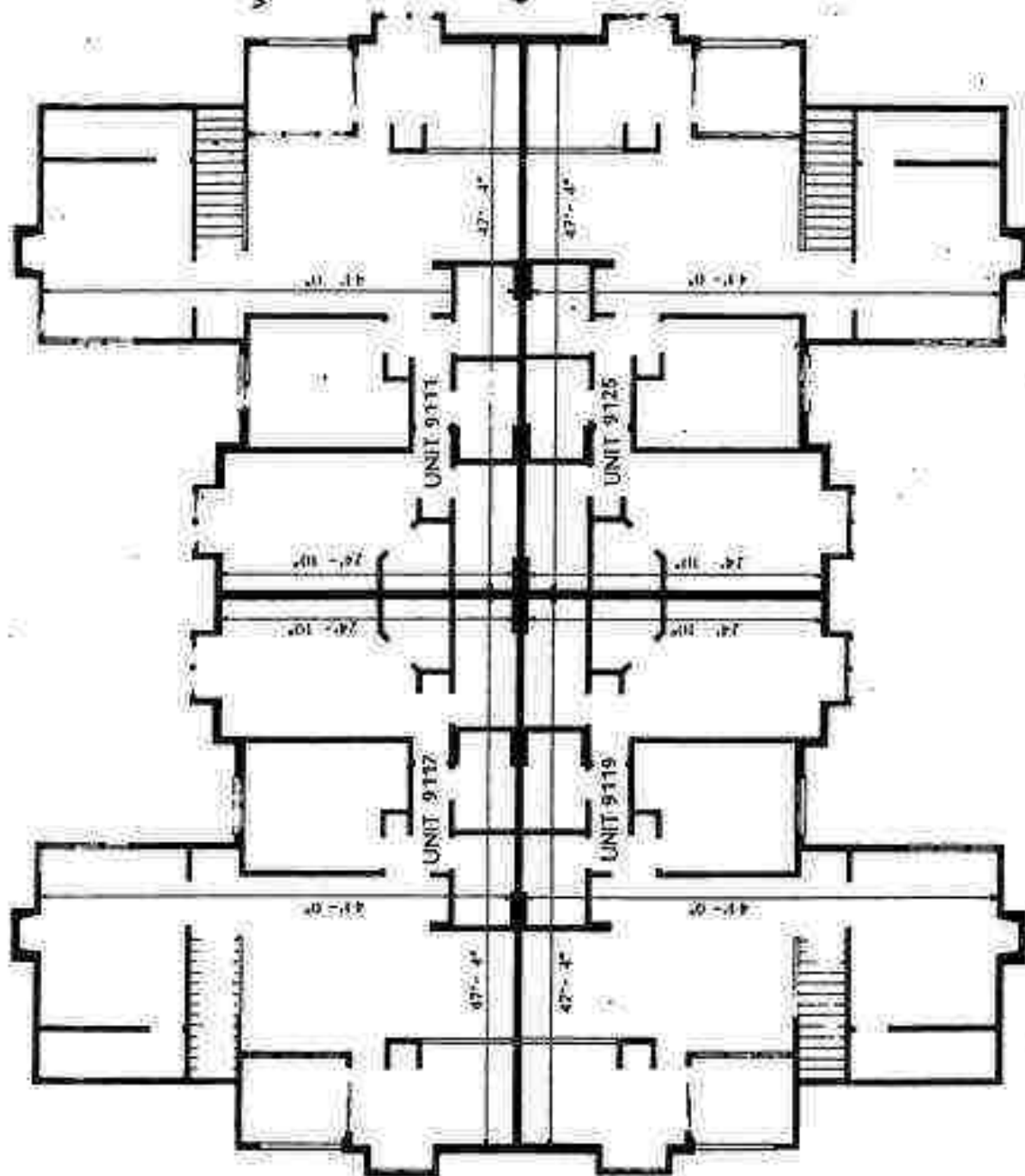
UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Lucy R. Galszowski
LUCY R. GALSZOWSKI ARCHITECTS P.A. 18794



EXHIBIT 9D-4



OVERLOOK LAKES CONDOMINIUM

BUILDING 4B-82
9071-9085 WESTLAKE DRIVE
VILLAGE OF GREENDALE, MILWAUKEE COUNTY
STATE OF WISCONSIN

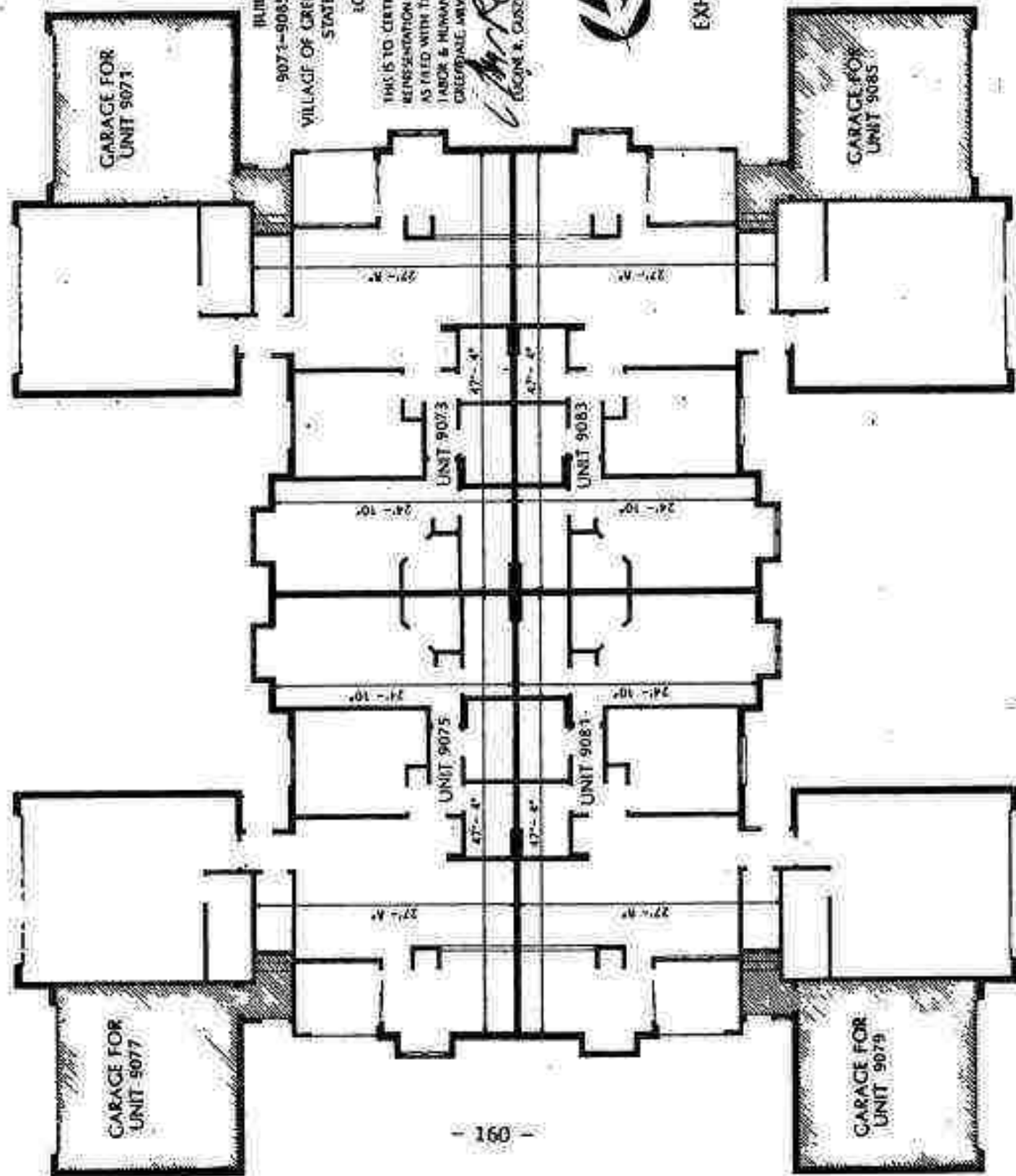
LOWER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
GREENDALE, MILWAUKEE COUNTY, WISCONSIN

Michael R. Taylor
MICHAEL R. TAYLOR ARCHITECT A-3879



EXHIBIT 9D-5



OVERLOOK LAKES CONDOMINIUM

BUILDING 48-B2

9071-9085 WESTLAKE DRIVE

VILLAGE OF CRENDLE, MILWAUKEE COUNTY
STATE OF WISCONSIN

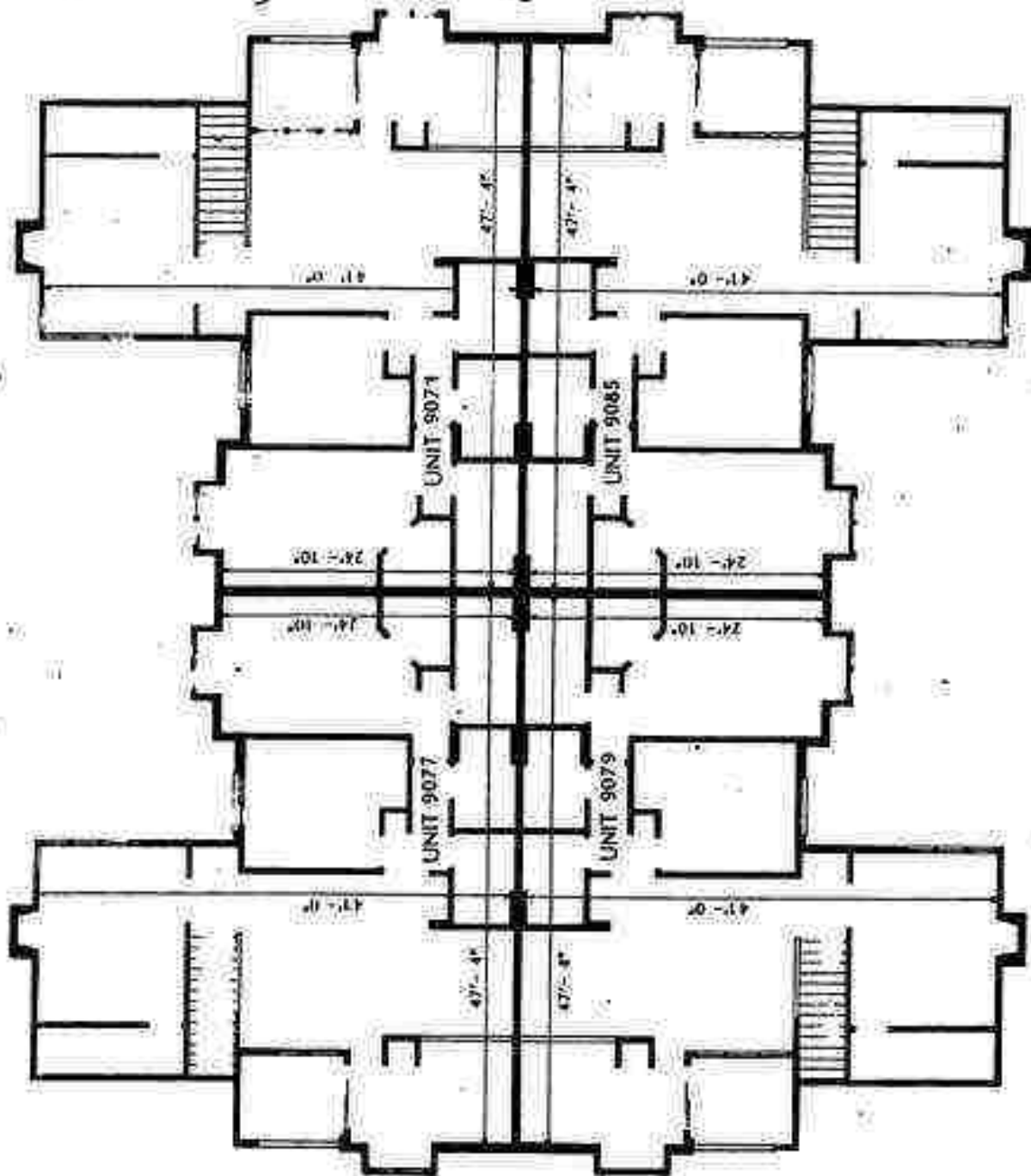
UPPER LEVEL

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE
REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING
AS FILED WITH THE WISCONSIN DEPARTMENT OF INDUSTRY
LABOR & HUMAN RELATIONS AND THE VILLAGE OF
CRENDLE, MILWAUKEE COUNTY, WISCONSIN

My R. Smith
JACOB & GARY HONIG ARCHITECTS A-1879



EXHIBIT 9D-6



OVERLOOK LAKES CONDOMINIUM **VILLAGE OF GREENDALE, MILWAUKEE COUNTY,** **STATE OF WISCONSIN** **EXPANSION REAL ESTATE DESCRIPTION**

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

Parcel 1 and 2 of CERTIFIED SURVEY MAP NO. 5028 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded December 11, 1975 on Book 2875, Image 881-345 of Certified Survey Maps as Document No. 60550157.

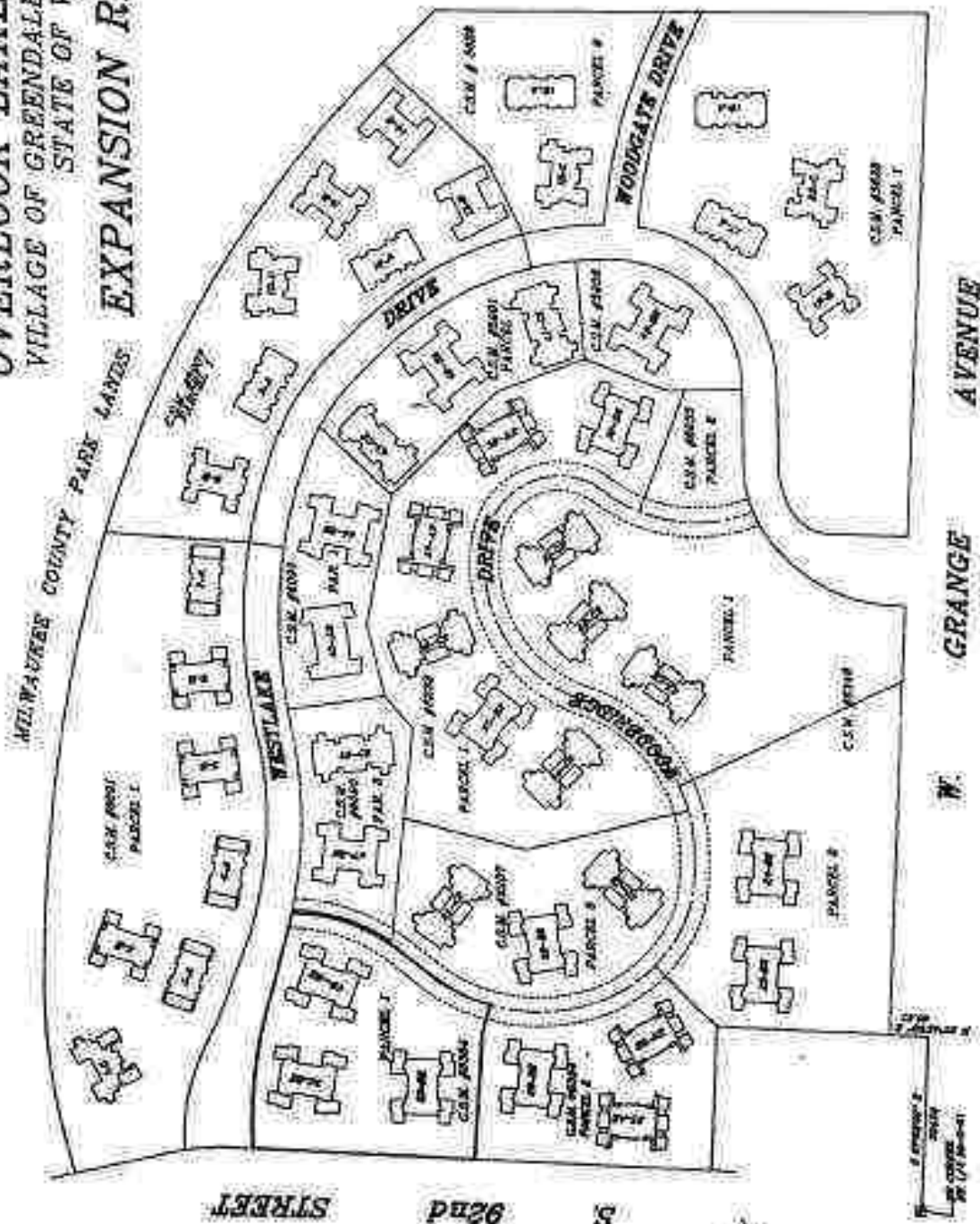
ALSO, Parcel 3 of CERTIFIED SURVEY MAP NO. 3907 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on November 3, 1993 on Book 2154, Image 386-303 of Certified Survey Maps as Document No. 5438865.

ALSO, Parcel 4 of CERTIFIED SURVEY MAP NO. 2091 being a part of the NE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on May 1, 1995 on Book 3031, Image 615-633 of Certified Survey Maps as Document No. 7005632.

ALSO, Parcel 5 of CERTIFIED SURVEY MAP NO. 6213 being a subdivision of Parcel 2 of Certified Survey Map No. 6207 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on June 14, 1996 on Book 3620, Image 1116 to 1118 of Certified Survey Maps as Document No. 7200796.



OVERLOOK LAKES CONDOMINIUM VILLAGE OF GREENDALE, MILWAUKEE COUNTY, STATE OF WISCONSIN EXPANSION REAL ESTATES



Overlook Lakes Condominium Association, Inc.

Rule No. 101. Growing of Vegetables, Herbs and Spices.

(a) Effective January 1, 2001; The growing of vegetables, herbs or spices shall be prohibited within the General Common Elements of the Condominium Association, to include driveways, sidewalks, shrub beds, lawn area or any area described in Article 3.1 of the Declarations.

(b) The Board will allow growing of vegetables, herbs or spices on a balcony or patio of the Units Limited Common Element, as long as the number of containers do not exceed more than four (4) and, each container does not exceed two (2) square feet in size. The containers must be maintained in a neat and clean condition and, may not interfere or cause problems with the condo owner directly above or below.

(c) This Rule is adopted under the rule making authority of the Board as set forth in the Declaration. Capitalized terms used in this Rule and not defined in this Rule will have the same meanings as those terms have in the Declaration.

OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.

Rule No. 102. Antennas: (a) The Declaration provides that no antennas may be placed on the Condominium anywhere outside of a Unit. A regulation of the Federal Communications Commission adopted in 1998 (the "FCC Regulation"), however, supersedes the Declaration in some respects. The Association's responsibilities include protection of the Common Elements of the Condominium and preservation of the aesthetic quality and value of the Condominium and its components. Accordingly, the Association must balance these obligations with the requirements of the FCC Regulation. This Rule is intended to give guidance to Owners and Occupants as to how the Declaration and the FCC Regulation will interact with each other.

(b) An Owner or Occupant may install an individual television reception antenna not greater than one meter in diameter or a traditional stick-type antenna (an "Antenna", without regard to type) only on the following conditions:

(1) The Antenna will be installed only on a balcony, balcony railing or patio that is defined as a part of the Unit Limited Common Elements.

(2) No part of the Antenna or any device connected to the Antenna may extend beyond the balcony railing or patio line or be placed on or in any Building Limited Common Elements or any General Common Elements. By way of example of this condition, but without limiting the condition to these examples, (a) the Building Limited Common Elements include the structural portions of the Buildings, so no part of the Antenna or any device may be affixed to the sides, soffits, roof or any other portion of the Building itself, and (b) the General Common Elements also include the grounds which are outside of paved patio areas, so no part of the Antenna or any device may be maintained on the grounds.

(3) No holes may be drilled in any exterior wall, roof, window or balcony railing.

(4) The installation of the Antenna must be done in a professional manner in compliance with all building codes and regulations of the Village of Greendale and the State of Wisconsin.

(5) The Antenna must be a stand alone system that does not splice into any existing wires or cables of the Building.

(6) The Antenna cannot serve more than one Unit.

(7) The Owner and Occupant must maintain the Antenna in good and working condition so that it does not become a danger to the safety of other persons or the Building Limited Common Elements or General Common Elements.

(8) The Antenna may only be installed after submitting plans and specifications to the Board and receiving written approval from the Board. The plans and specifications are not intended to require the stamp of an engineer or architect, but are expected to be detailed enough for the Board to be able to determine from them that the other requirements of this Rule will be satisfied. The Board may delegate this authority to a Buildings and Grounds or other committee. The Board may charge a fee for review of plans and specifications not to exceed \$5.00. At the time of receiving written approval, the Owner or Occupant must sign a copy of this Rule to indicate that the Owner or Occupant has read and understands the provisions of this Rule. If the Board does not act on a request for an Antenna within 10 days of submittal of the plans and specifications and the fee, the plans and specifications will be deemed approved without a written approval; but they are still subject to all the other terms, conditions and provisions of this Rule.

(9) Permission is terminated, without notice, if (a) there is a breach of any of the conditions in this Rule, or (b) the Antenna is removed or destroyed (in other words, a replacement Antenna will require a new written permission). Permission continues to the next Owner or Occupant of a Unit with an Antenna, but the new Owner or Occupant must continue to comply with the conditions of this Rule.

(10) The Owner or Occupant must submit evidence of the insurance described in paragraph (d) below by the time of installation of the Antenna, and upon the renewal or replacement of each policy. The policy must name the Association as an additional insured with regard to this coverage.

(11) When the Owner or Occupant desires to remove the Antenna, the Owner or Occupant must do so in compliance with all laws and regulations, and must remove completely the Antenna and all accessory wiring and cables and restore any damage caused during removal.

(12) All installation, repair, removal or other costs associated with the Antenna must be paid solely by the Owner or Occupant.

(c) The Owner or Occupant alone must carry adequate insurance to cover the Antenna. The Antenna will not be covered by Association Insurance.

(d) The Owner or Occupant installing or maintaining the Antenna will indemnify and hold harmless the Association and its contractors and employees from any and all claims, damages, liabilities and expenses, including attorneys fees, related directly or indirectly to the installation, existence, use, maintenance, repair, removal or replacement of the Antenna. The Owner's or Occupant's insurance must include coverage over third party claims with respect to the indemnification obligations.

(e) The Association is not permitted to impose additional aesthetic requirements, such as screening of the Antenna, but Owners and Occupants are reminded

that they live in a community, close by to other Owners; and that the value of all Units depends in part on the aesthetics of each Unit and its Limited Common Elements. Accordingly, each Owner and Occupant is urged to use common sense and to exercise neighborliness in the placement and screening of Antennas.

(f) If there is a breach of any condition in this Rule, or if permission otherwise expires as provided above, the Association may require removal of the Antenna upon not less than 10 days written notice to the Owner or Occupant (or such lesser period of time or without notice, as is reasonable under the circumstances, in the event of a condition which is dangerous to the health or safety of other persons or the Building Limited Common Elements the General Common Elements). If the Antenna is not removed within such period, the Association may enter the Unit and Limited Common Elements for the purpose of removing the same.

(g) The costs of taking action under paragraph (f), and the costs of any other action to enforce this Rule, including attorney's fees, may be assessed against a Unit or the Unit Owner, or both, as a special assessment.

(h) If the Association ever installs a community or common antenna system, this Rule will apply only to Units which are not served by that system.

(i) This Rule is adopted under the rule making authority of the Board as set forth in the Declaration. Capitalized terms used in this Rule and not defined in this Rule will have the same meanings as those terms have in the Declaration.

OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.

RULE 103 – GENERAL PERMIT

EFFECTIVE DATE - NOVEMBER 1, 2004

The Board of Directors of the Overlook Lakes Condominium Association, Inc. is issuing this "Rule 103 - General Permit" to all Unit Owners. This permit describes certain "Outside Decorating" and other related items that Unit Owners may place on the "Common Elements" of the condominium without submitting a Request Form.

Special Note: No matter how many items are permitted in the various categories described below in this "General Permit", the total number of objects that may be displayed outside by any single Unit is limited by Rule 103, paragraph (j).

Flags & Pennants

1. The display of U.S. flags should always conform to generally accepted flag etiquette. U.S. flags may only be displayed if they are in good condition.
2. Unit Owners are permitted to display one U.S. flag no larger than 3' x 5' mounted on, or hanging from, a wooden part of their building. In addition, Unit Owners are permitted to display in-ground U.S. flags no larger than 12" x 18" in mulch areas near their Units as follows:

"A" Buildings: 2 flags per Unit

"B" Buildings: 4 flags per Unit

"C" Buildings: 4 flags per Unit

3. Each Unit Owner is permitted to display one additional flag or pennant or windsock from the Unit's patio or balcony area. Size restrictions apply as detailed above for U.S. flags.

Bird Feeders

4. All bird feeders displayed must be kept in a neat and clean condition. No bird feeder may be attached to any part of the building.
5. Unit Owners are permitted to hang bird feeders, containing Niger thistle seed only, from trees or black metal hanging hooks installed in mulch areas near their Unit as follows:

All Buildings: 1 feeder per Unit.

Flower Pots

6. All flower pots permitted in this section must contain only natural flowers with or without other decorative items. Pots may not exceed two square feet in size or 20 inches in height. Unit Owners are urged to take care in selecting the material type and color of pots to ensure that they blend in with our existing surroundings. Pots must be maintained in a neat and clean condition. Pots must be removed and stored (not on balconies or patios) during the winter months. Nothing in Rule 103 contradicts the details of Rule 101.

7. Unit Owners are permitted to place flower pots on the edge of sidewalks or on the mulch near sidewalks. Such pots must not interfere with pedestrian access to sidewalks. In the fall, Unit owners may remove these pots and replace them with pumpkins with the same size and number limits. The number of pots (or pumpkins) allowed is as follows:

"A" Buildings: 2 pots per Unit.
"B" Buildings: 2 pots per Unit.
"C" Buildings: 4 pots per Unit.

8. Unit Owners are permitted to hang flower pots from the balcony or patio area. However, Unit Owners in upper Units must be considerate of their neighbors below when hanging pots from their balconies. This applies to the type of flowers displayed (some are messier than others) and to the care that must be taken when watering. The number of hanging pots allowed is as follows:

"A" Buildings: 2 pots per Unit.
"B" Buildings: 2 pots per Unit.

9. Unit Owners are permitted to hang flower pots along the sidewalks attached to the fascia board under the soffits as follows:

"A" Buildings: 1 pot per Unit.
"B" Buildings: 2 pots per Unit.
"C" Buildings: 3 pots per Unit.

Lawn Ornaments

10. Unit Owners are permitted to place lawn ornaments, gnomes, statues, etc. that are 24 inches or less in height on mulch areas near their Unit as follows:

"A" Buildings: 1 item per Unit.
"B" Buildings: 1 item per Unit.
"C" Buildings: 2 items per Unit.

Balconies and Patios

11. Balconies and patios are part of the Unit Limited Common Elements and are reserved for use by the owner or occupant of each Unit. Unit Owners are allowed to place furniture and additional pots containing flowers or vegetables (see Rule 101) on the floor of the balcony or patio. Unit Owners must ensure that anything placed on the balcony or patio does not adversely affect the appearance of the building's exterior, which is prohibited by the Declaration.

Doors and Windows

12. In general, Unit Owners are not allowed to display anything on doors or windows that would be visible from the Common Elements. However, Unit Owners are permitted to display a decorative wreath or similar item on the Unit's main front entry door at any time.

OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.

RULE 103 – COMMON ELEMENTS AND OUTSIDE DECORATING

EFFECTIVE DATE - NOVEMBER 1, 2004

Introduction - The Overlook Lakes Condominium Association Declaration (Article 8, Section 8.4) and By-Laws (Article VIII, Section 2) expressly prohibit the alteration of the appearance of the "Common Elements". However, Article 7, Section 7.4 of the Declaration allows a process to be created whereby Unit Owners may submit written requests for changes to the "Common Elements" to the Board of Directors for a final decision on approval or disapproval. Rule 103 defines this process.

Rule 103 – Common Elements and Outside Decorating

- (a) There is a separate document titled "Rule 103 – General Permit" which describes certain items which Unit Owners may place on the "Common Elements" without further approval from the Board of Directors. The "Rule 103 – General Permit" document is an integral part of this Rule 103.
- (b) The administration of Rule 103 is controlled by the Board of Directors and any dispute on the meaning or intent of Rule 103, including the "General Permit", will be resolved by the Board of Directors.
- (c) The Board of Directors may change the details of Rule 103 and/or the "General Permit" at any time and if made, such changes will become effective after reasonable notice is given to all Unit Owners.
- (d) Unit Owners wishing to place any objects on, or alter the appearance of, the "Common Elements" in a manner that is not covered by the "General Permit" must submit a "Request Form" for review by the Building & Grounds Committee and approval or disapproval by the Board of Directors. All "Request Forms" should be sent or delivered to the Overlook Lakes office at 8601 Weetlake Drive, Greendale, Wisconsin 53129.
- (e) If the Board fails to take any action within 30 days after a "Request Form" is received at the Overlook Lakes office, then the request is deemed approved.
- (f) Each "Request Form" should describe exactly what the Unit Owner wishes to do and where the Unit Owner wishes to do it. The Board of Directors may ask for additional information or drawings. If the Board asks for additional information, this will be considered a response to the original submission and a new 30 day time window will begin when such additional information is received at the Overlook Lakes office.
- (g) Only the items approved may be installed; all modifications, additions and replacements must be approved separately.

- (h) Unit Owners will be solely responsible at their cost for installing, maintaining and removing all items. All risk of loss of an item is on the Unit Owner. Any damage to Association property caused by the installation or removal of any items permitted by Rule 103 will be repaired by the Association and the costs of such repair will be billed to the Unit Owner. If the Unit Owner does not pay promptly upon being billed, then the amount owed will be considered a special assessment against the Unit and enforced as assessments are enforced.
- (i) If the Board of Directors determines that an item should be maintained or removed it will send a notice to the Unit Owner (except in cases where the Board determines that there is an emergency) and if the Unit Owner does not act as directed in the notice, then the Board may cause the action to occur and the Unit Owner will owe the Association for any costs of action and of consulting any attorneys to discuss or enforce this provision. If the Unit Owner does not pay promptly upon being billed, then the amount owed will be considered a special assessment against the Unit and enforced as assessments are enforced.
- (j) There is a limit on the total number of objects that may be placed outside of any single Unit onto the "Common Elements" as follows:
 - "A" Units – up to 6 objects
 - "B" Units – up to 7 objects
 - "C" Units – up to 8 objects
- (k) No ongoing placement of furniture of any kind is permitted on the "General Common Elements." All outside furniture is restricted to the floor of each individual Unit's balcony or patio. The temporary (less than 24 hours) placement of furniture on the "General Common Elements" or on the outdoor parking space immediately in front of the garage portion of each Unit will not require formal approval. The Association retains the right to remove any furniture from either the "General Common Elements" or the outdoor parking space if such furniture is left out for 24 hours or more.
- (l) No ongoing placement of barbeque grills of any kind is permitted on the "General Common Elements." The temporary placement of grills on the "General Common Elements" or on the outdoor parking space immediately in front of the garage portion of each Unit will not require formal approval. The Association retains the right to remove any grill from either the "General Common Elements" or the outdoor parking space if such grill is left out for 24 hours or more after use. Grills using charcoal must be allowed to completely cool before being placed inside of garages.
- (m) If the Board of Directors is permitted to take any action (such as removing unapproved furniture), it does not have an obligation to anyone to take the action; if the Board does not take an action like that at first, then the Board may still do so later.
- (n) Decorating requests that would require inserting nails (or similar devices) or drilling holes in brick, masonry or aluminum siding will not be approved. There will be no grandfathering of items that may have been attached in such fashion in the past.
- (o) Bird houses may not be placed anywhere on the Common Elements. Bird feeders containing anything other than Niger thistle seed may not be placed anywhere on the Common Elements.

4/7/2016

- (p) All outdoor holiday decorations will require an approved "Request Form" described above. Approved holiday decorations will be permitted for a limited time period. Approved "Request Forms" will be good for the same holiday in subsequent years unless notified otherwise by the Board of Directors.
- (q) The display of any outside electric lighting will require an approved "Request Form" described above. No lights will be permitted to be installed in trees. All approved outside electrical lights must be connected to a grounded outside outlet. Outside light fixtures may not be converted to outlets for this purpose. Electrical cords will not be permitted to lay exposed across sidewalks or driveways or to hang down the sides of buildings from second floor Units.
- (r) No trees, shrubs, flowers or plants of any kind may be planted in the ground in a maintained area anywhere on the Common Elements. No trees, shrubs, flowers or plants of any kind may be planted in the ground anywhere else on the Common Elements without an approved "Request Form."
- (s) Unit Owners installing approved decorations are reminded that all house number signs, both wooden and ceramic, must be clearly visible at all times.
- (t) Violators of Rule 103 may be fined by the Association. Fine amounts, together with the costs of any action needed to enforce Rule 103, including attorney's fees, may be assessed against a Unit Owner as a special assessment.
- (u) This Rule is adopted under the rule making authority of the Board of Directors as set forth in the Declaration and By-Laws. Capitalized terms used in this Rule and not defined in this Rule will have the same meanings as those terms have in the Declaration. Nothing in this Rule contradicts the Declaration, By-Laws, Rule 101 or Rule 102.

OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.

BUILDING & GROUNDS COMMITTEE

POLICY ON OWNER REQUESTED LANDSCAPE REQUESTS

This policy applies to all Unit owner landscaping requests which are above and beyond normal maintenance covered by the Association's annual budget.

- (a) Unit owners requesting unbudgeted landscaping work, such as the removal or replacement of healthy plantings, are to submit such requests in writing to the Overlook Lakes office.
- (b) The Building & Grounds Committee will review the request and will make a recommendation to the Board of Directors for approval or disapproval. Important criteria to be considered include the effect of the requested change on the overall appearance of the area and consistency with the landscape plan.
- (c) The Board of Directors will consider the request and make a decision which will be communicated to the Unit owner.
- (d) For approved requests, the Association's landscape contractor will be asked to provide a cost estimate for completing the work. When received, the cost estimate will be communicated to the Unit owner.
- (e) Upon receipt of full payment from the Unit owner, a work order will be issued to the landscape contractor for implementation.

Overlook Lakes Condominium Association
Request Form for Changes to the "Common Elements"
or
"Outside Decorating"

The Overlook Lakes Condominium Association Declaration and By-Laws expressly prohibit the alteration of the appearance of the "Common Elements" unless a proposed change is submitted to the Board of Directors and is subsequently approved. The purpose of this form is to allow for Unit Owners to request permission to change the appearance of the "Common Elements" or to request permission for "Outside Decorating."

Date of Request: _____

Condominium Unit Number: _____ Westlake Woodbridge (circle street)

Unit Owner Name: _____

Telephone number: _____

Please provide a detailed description below along with an attached drawing of the location for your requested change to the "Common Elements" or for "Outside Decorating".

B & G Committee: Approved Not Approved

Seasonal Decorating Time Window: _____

Date: _____

Committee Member Signature: _____

Board of Directors: Approved Not Approved

Date: _____

Board Member Signature: _____ Title: _____

OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.

RULE 104 – USE OF GARAGE

EFFECTIVE DATE - SEPTEMBER 1, 2005

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2005

Rule 104 – Use of Garage

- (a) Garage doors are to be kept closed except for times when Unit occupants and/or guests are using the garage area. As a courtesy to neighbors, Unit owners are requested to use good judgment in complying with this rule.
- (b) Unit owners may ventilate their garage at any time by leaving garage doors open at the bottom by an amount not to exceed twelve inches.
- (c) Any Unit owner wishing to paint the floor of the garage must submit the paint color to the Board of Directors for approval. This is necessary since a portion of the garage floor extends beyond the garage door and is thus a visible part of the outside of the building.
- (d) The administration of Rule 104 is controlled by the Board of Directors and any dispute on the meaning or intent of Rule 104 will be resolved by the Board of Directors.
- (e) The Board of Directors may change the details of Rule 104 at any time and, if made, such changes will become effective after reasonable notice is given to all Unit Owners.
- (f) Violators of Rule 104 may be fined by the Association. Fine amounts, together with the costs of any action needed to enforce Rule 104, including attorney's fees, may be assessed against a Unit Owner as a special assessment.
- (g) This Rule is adopted under the rule-making authority of the Board of Directors as set forth in the Declaration and By-Laws. Capitalized terms used in this Rule and not defined in this Rule will have the same meanings as those terms have in the Declaration. Nothing in this Rule contradicts the Declaration or By-Laws.

OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.

RULE 105 – BOARD OF DIRECTORS

REVISED EFFECTIVE DATE – SEPTEMBER 18, 2017

RULE 105 – BOARD OF DIRECTORS

- (a) All persons wishing to run for election to the Overlook Lakes Condominium Association Board of Directors must state, in their nomination papers or otherwise, the status of their membership in the Overlook Lakes Condominium Association prior to such election taking place. This information will be indicated on the membership ballot at any election.
- (b) Sitting members of the Overlook Lakes Condominium Association Board of Directors are required to promptly inform the other members of the Board of Directors of any change in the status of their Overlook Lakes Condominium Association Membership.
- (c) the administration of Rule 105 is the responsibility of the Board of Directors and any dispute on the meaning, intent or administration of Rule 105 will be resolved by the Board of Directors.

Overlook Lakes Condominium Association, INC.

Rule 107 Security Devices

EFFECTIVE DATE – October 31, 2019

Rule 107 – Permitted Security Devices

The Board of Directors of the Overlook Lakes Condominium Association, Inc. is Issuing this "Rule 107 – Permitted Security Devices" to all Unit Owners. This Rule is intended to clarify Article 8 Section 8.4 and Article VII, Section 2 of the Association By-Laws. Maintenance, Alteration and Improvement of Condominium. Article 7, Section 7.4 of the Declaration allows for a process to be created whereby Unit Owners may submit written request for changes to the "Common Elements" to the Board of Directors for a final decision on approval or disapproval.

SECURITY CAMERAS AND VIDEO DOORBELLS

Security devices will have the following restrictions:

1. Unit owners wishing to place external security devices on, or alter the appearance of the Common Elements, must submit a Rule 103, "Request Form", for review by the Building and Grounds Committee and approval by the Board of Directors. All "Request Forms" should be sent or delivered to the Overlook-Lakes office at 8601 Westlake Dr.
2. Each "Request Form" shall include a picture of the device and/or description, stating exactly what the Unit Owner intends to do and where. The Board may ask for additional information.
3. Only the items approved may be installed; all modifications, additions and replacements must be approved separately.
4. Limit two security cameras per unit, externally mounted.
5. Cameras may not be pointed as to infringe upon the privacy of other units.
6. No floodlights or motion detecting lights of any kind.
7. Video doorbells must be mounted where the original doorbell was.
8. No holes may be drilled in any exterior wall, roof, window or balcony railing.

Overlook Lakes Condominium Association, Inc.

Rule No. 108 - Weight Limitation of a Permissible Dog or Cat

- (a) Article 10.3 of the Overlook Lakes Declarations permits the keeping of a dog or a cat in a 4-unit building. No dog or cat shall be permitted to be kept in an 8-unit building except that a service/support dog or cat is permitted in an 8-unit building only upon pre-approval by the Board of Directors.
- (b) The weight of such fully grown dog or cat shall be limited to not more than 30 (thirty) pounds.
- (c) An above referenced dog or cat shall be limited to 1 (one) dog OR (1) cat in such designated unit.
- (d) This rule modifies only the weight limit described in the "Overlook Lakes Pet Resolution" dated June 17, 1994 and all other provisions of that Resolution shall continue in effect.
- (e) This Rule is adopted under the rule making authority of the Board as set forth in the Declaration. Capitalized terms used in this Rule will have the same meanings as those terms have in the Declaration.

Approved by the Board of Directors: May 26, 2021

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By Laws

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**BY-LAWS OF
OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

SECTION 1. NAME. The name of the corporation shall be OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC. (the "Association").

SECTION 2. LOCATION. The principal office of the Association shall be at 5429 N. 118th Court, Milwaukee, Wisconsin 53225. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

SECTION 1. APPLICATION. These By-Laws, together with the Declaration of Condominium of Overlook Lakes Condominium, (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association, and 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"), shall apply to, govern and control the Condominium property located at and near Westlake Drive, Greendale, Wisconsin and any and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

SECTION 2. MEMBERS. The members of the Association shall consist of the Unit owners who have record title in their names.

SECTION 3. INITIAL ORGANIZATION. Notwithstanding any provision set forth in these By-Laws to the contrary, Overlook Lakes Condominium of Greendale, LLC, a Wisconsin limited liability company (the "Declarant"), shall designate the initial Board of Directors ("Board"), none of whom must be members, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board, under these By-Laws. Such members of the Board, or successors to any of them as designated by Declarant, shall continue to serve as follows:

(i) Prior to the conveyance of 25% of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the members shall be called, at which time one (1) member of the initial Board, or his or her successors, as designated by Declarant, shall tender his or her resignation and the members, other than Declarant, shall elect one (1) new member of the Board in accordance with the provisions of Article V of these By-Laws;

(ii) Notwithstanding paragraph (i) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of seventy-five (75%) percent undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board, or their successors, as designated by Declarant, but not having previously tendered their resignations in accordance with paragraph (i) above, shall tender their resignations, and the members shall elect such number of new members of the Board as shall be necessary so that the Board shall consist of five (5) persons, including such new member as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article V of these By-Laws.

For the purpose of determining the percentage in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of 500 undivided interests until such time as Declarant's right to expand the Condominium, described in Article XIV of the Declaration, shall expire.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING. Each member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, each Unit shall lose its vote for the particular item to be voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the

ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting.

SECTION 2. MAJORITY OF OWNERS. As used in these By-Laws, the term "majority of owners" shall mean those members holding more than fifty (50%) percent of the votes.

SECTION 3. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

SECTION 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

MEETINGS

SECTION 1. ROSTER OF MEMBERS. The Association shall maintain a current roster of names and addresses of every member upon whom notice of meetings of the Association shall be served. Every member shall furnish the Association with his or her name and current mailing address. No member may vote at meetings of the Association until the foregoing information is furnished.

SECTION 2. PLACE OF MEETINGS. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the members as may be designated by the Board.

SECTION 3. ANNUAL MEETINGS. The annual meeting of the Association shall be held on the first Tuesday of May of each year (the "annual meeting"). At such meetings there shall be elected by ballot of the members one or more members of the Board in accordance with the requirements of Section 2 of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

SECTION 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board or upon a petition signed by a majority of the members and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present, either in person or by proxy.

SECTION 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery or mailing.

SECTION 6. ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 7. ORDER OF BUSINESS. The order of business at all meeting of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

SECTION 8. PARLIAMENTARY PROCEDURE. Except where inconsistent with these By-laws, meeting of the Association shall be conducted in accordance with the latest revised edition of **Roberts Rules of Order**.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board composed initially of three (3) persons and shall increase to five (5) persons as set forth in Article II, Section 3 hereof, of whom not more than one person is a non-member, subject to the provisions of Article II, Section 3 hereof.

SECTION 2. ELECTION AND TERM OF OFFICE. The term of office of the Directors shall be fixed as follows:

(i) The terms of the Director elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of such election. Thereafter, the term of each Director elected or re-elected in succession of such Director shall be for three (3) years each and shall expire on the date of the annual meeting which is three (3) years next succeeding the date of such election or re-election.

(ii) The term of the four (4) Directors elected in accordance with paragraph (ii) of Section 3 of Article II shall be set such that the terms of two of the Directors shall expire each year; such Directors shall serve 2 year terms which expire on a rotating basis, with shorter terms as needed at the initial election in order to establish such rotation. Each candidate for election as Director shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate.

Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a member may not cast for any one candidate more than one (1) vote for each Unit owned by the member. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

SECTION 3. POWERS AND DUTIES. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(1) make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Condominium property;

(2) make and collect assessments from the members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property;

(4) satisfy all liens against the Condominium property, and pay necessary expenses connected therewith;

(5) employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section; and

(6) perform such other functions as are required by law.

SECTION 4. FEES. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Members.

SECTION 5. VACANCIES. A vacancy in the Board created by a Director elected under Section 2 of this Article and caused by any reason other than removal by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

SECTION 6. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors elected by the members under Section 2 of this Article may be removed with or without cause by a majority of owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

SECTION 7. ORGANIZATION MEETING. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

SECTION 8. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meeting of the Board shall be given to each Directors, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

SECTION 9. SPECIAL MEETINGS. Special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

SECTION 10. WAIVER OF NOTICE. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. FIDELITY BONDS. The Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

SECTION 13. LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association or the members for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a Director or Officer of the Association if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by Officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

SECTION 14. INDEMNITY OF DIRECTORS AND OFFICERS.

(a) Every person who is or was a Director or an Officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit and

proceeding to be liable for gross negligence or willful misconduct and deceit. In event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors or employees may be entitled as a matter of law.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article V contained shall be deemed to obligate the Association to indemnify any member who is or has been an employee, Director or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Articles and By-Laws of the Association, as a member of the Association, or as owner of a Unit covered thereby.

ARTICLE VI

OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organization meeting of each Board after one or more Directors have been newly elected and shall hold office at the pleasure of the Board.

SECTION 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president.

of an Association, including, but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

SECTION 7. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

SECTION 8. COMPENSATION. No officer shall receive compensation for services rendered to the Association unless the same is established by a resolution of the members.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

SECTION 1. BUDGET. The Board shall from time to time, but at least once each year, adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities and outdoor parking areas; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all members. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget. The Declarant shall be chargeable with or responsible for any assessments only as provided in Article 6 of the Declaration. This provision shall

not be construed to prevent the Board from making any such assessments against other members.

SECTION 2. ASSESSMENT. The estimate of the charges to be paid during each year by each member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board; provided, however, that the Declarant shall be assessed only as provided in Article VI of the Declaration. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the member shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment or such assessment. The interest rate of twelve (12%) percent per annum shall be calculated from the date when the assessment or installment was first due until the date it is paid. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. No member who is more than ten (10) days delinquent in the payment of his assessment or installment on such assessment shall be entitled to vote at any regular or special meeting of the members. In the event of a failure on the part of a member to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

SECTION 3. DEPOSITORIES. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require that all payment of assessments imposed by the Board against members be paid by such members directly to a designated depository. The Board may elect to direct that checks of less than \$500.00 for payment of the obligation of the Association bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

ARTICLE VIII

OBLIGATIONS OF THE MEMBERS

SECTION 1. MAINTENANCE AND REPAIR.

(a) Every member must perform promptly all maintenance and repair work within his own Unit and within or on the Unit Limited Common Elements appurtenant to his Unit, shall keep any patio or balcony appurtenant to his Unit in a clean and neat condition, clear of snow, ice and water, and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Every member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant by his Unit.

SECTION 2. USE OF COMMON AREAS AND FACILITIES. No member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Unit-limited Common Elements appurtenant to his Unit, unless otherwise prohibited by the Declaration, these By-Laws or any other rules and regulations of the Association.

SECTION 3. RIGHT OF ENTRY.

(a) Each member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the member is present at the time or not. 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.

(b) Each member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board or other members, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the member.

SECTION 4. RIGHT OF CONDUCT.

(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons.

(c) It is prohibited to hang garments, rugs, etc. from the windows or in any areas outside the Units.

(d) It is prohibited to drape rugs, etc., from the windows or in any areas outside the Units.

(e) It is prohibited to throw garbage or trash outside the disposal receptacles.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air-conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any Building.

ARTICLE IX

AMENDMENTS

These By-Laws may be amended by the Members in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by the owners of at least sixty-seven (67 %) percent of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be a total of 500 Units until such time as the Declarant's right to expand the Condominium, as described in Article 14 of the Declaration, shall expire, shall expire. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE X

MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

SECTION 1. NOTICE TO ASSOCIATION. Any member who permits or causes his Unit to be encumbered by a mortgage or mortgages shall notify the Secretary of the

Association of such mortgage or mortgages and the name and address of the mortgage or mortgagees. Such notice may also be served by any such mortgagee. The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall be received notice.

SECTION 2. NOTICE OF UNPAID ASSESSMENTS. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming under any lien which is not properly filed in accordance with law prior to the request for the statement against any such mortgagee, proposed mortgagee or purchaser.

SECTION 3. NOTICE TO MORTGAGEE. Any mortgagee of a Unit shall be entitled to written notice from the Association of any default by the then member or, if applicable, any then occupant of the Unit in the performance of any obligations set forth in these By-Laws, this Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within thirty (30) days of such default; provided the Association shall previously have been notified of the mortgage in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of the Act, or the Declaration, it is hereby agreed and accepted that the provisions of the Act or of the Declaration, as the case may be, will control.

ARTICLE XII

FISCAL YEAR

The fiscal year of the corporation shall begin on the 1st day of January and end of the 31st day of December of each year.

**First Amendment to the Bylaws of
Overlook Lakes Condominium Association, Inc.**

This First Amendment is adopted effective as of May 6, 2003. This Amendment is adopted at the 2003 annual meeting of the Members, duly noticed, and for the purpose of adopting this Amendment. A quorum is present and the Amendment is adopted by at least 67% of the Total Units (as defined in Article IX of the Bylaws).

1. Article III Sections 2, 3 and 4 are hereby repealed and replaced with the following:

SECTION 2. QUORUM. Except as may be otherwise provided in these Bylaws, the presence in person or by proxy of at least 25% of the Members eligible to vote shall constitute a quorum. No business may be conducted at any regular or special meeting of the Association if a quorum is not present, except for the adjournment of the meeting pursuant to Article IV Section 6.

SECTION 3. MEMBERS VOTING. Except as may be otherwise provided in these Bylaws, any matter upon which the Members are voting will be adopted if such matter attains the votes of more than 50% of those Members present in person or by proxy, entitled to vote and actually voting, but for such purpose, no matter will be approved which adversely affects the special rights of the Declarant without the express written consent of the Declarant.

SECTION 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

2. Article V Section 6 is hereby repealed and replaced with the following:

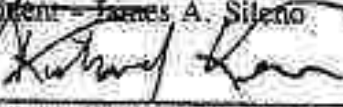
SECTION 6. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors elected by the members under Section 2 of this Article may be removed with or without cause by Members representing at least 50% of the total eligible votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

The undersigned certify that the foregoing represents a true, correct and complete copy of the Amendment as adopted.

May 6, 2003



President - James A. Sileno



Vice-President - Richard Kerr



Secretary - John S. Sileno

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Articles of Incorporation

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Name	1
2	Period of Existence	1
3	Purposes	1
4	Members and Voting	1
5	Principal Office and Registered Agent	2
6	Directors	2
7	Incorporator	2
8	Amendments	2
9	Stock, Dividends and Dissolution	2

**ARTICLES OF INCORPORATION
OF
OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.**

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

**ARTICLE I
NAME**

The name of the corporation is OVERLOOK LAKES CONDOMINIUM ASSOCIATION, INC.

**ARTICLE II
PERIOD OF EXISTENCE**

The corporation shall have perpetual existence.

**ARTICLE III
PURPOSES**

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

- (a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of OVERLOOK LAKES CONDOMINIUM (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;
- (b) To provide the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and
- (c) to engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

**ARTICLE IV
MEMBERS AND VOTING**

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth the By-Laws of this corporation.

ARTICLE V PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 5429 N. 118th Court, Milwaukee, Milwaukee County, Wisconsin, 53225 and the initial registered agent shall be Joseph P. Sileno, Jr. at the above address.

ARTICLE VI DIRECTORS

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

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

Joseph P. Sileno, Jr.
5429 N. 118th Court
Milwaukee, WI 53225

James A. Sileno
5429 N. 118th Court
Milwaukee, WI 53225

John Sileno
5429 N. 118th Court
Milwaukee, WI 53225

ARTICLE VII INCORPORATOR

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

Joseph P. Sileno, Jr.
5429 N. 118th Court
Milwaukee, WI 53225

ARTICLE VIII AMENDMENTS

Amendment of these Article of Incorporation shall require the assent of sixty-seven (67%) percent of the entire membership of this corporation.

ARTICLE IX STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the assent given in writing and signed by not less than the percentage of the members whose votes are required to terminate the Condominium pursuant to the Declaration or the Act. Upon dissolution of this corporation, other than incident to a merger or

consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 14th day of June, 1994.

/S/ Joseph P. Sileno, Jr.
Joseph P. Sileno, Jr.

STATE OF WISCONSIN }
 } SS
COUNTY OF MILWAUKEE }

Personally came before me, this 14th day of June, 1994, the above name JOSEPH P. SILENO, JR., to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

/S/ Michelle Schroedel
Michelle Schroedel
Notary Public, State of Wisconsin
My commission October 23, 1994

This document was drafted by Hal Karas of
Michael, Best & Friedrich
100 East Wisconsin Avenue, Suite 3300
Milwaukee, Wisconsin 53202

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Annual Operating Budget and Management Contracts

Following is the proforma operating budget for a full year of operations with 148 Units. This budget is only an estimate. If the actual expenditures are more than estimated you may have to pay a substantial increase in monthly fees.

Following the Budget are copies of contracts for certain services provided to the Condominium.

OVERLOOK LAKES CONDOMINIUM

1998 PROJECTED BUDGET

ACCOUNTING	\$ 525.00
INSURANCE	\$ 9,665.00
LANDSCAPE	\$72,484.00
LEGAL	\$ 500.00
OFFICE SUPPLIES & EXPENSE	\$ 500.00
SNOW REMOVAL	\$39,960.00
WASTE REMOVAL	\$12,876.00
LAWN IRRIGATION	\$ 4,590.00
REPAIRS & MAINTENANCE	\$15,280.00
ELECTRICAL	\$ 6,600.00
WATER & SEWER	\$23,800.00
MANAGEMENT FEE (\$10.00 per unit)	\$17,760.00
POOL EXPENSE	\$ 8,880.00
INCOME TAX	\$ 500.00
TOTAL	\$213,120.00

$$\$213,120.00 \div 148 \text{ units} = \$ 120.00/\text{month}$$

Replacement Reserve: \$ 52,800.00

15 - Eight unit Building \$ 2,400 $\div$ 8 units $\div$ 12 months = \$ 25.00/month

7 - Four unit Building \$ 2,400 $\div$ 4 units $\div$ 12 months = \$ 50.00/month

SUMMARY:

Eight Unit BUILDING \$145.00 per month

Four Unit BUILDING \$170.00 per month

OVERLOOK LAKES MASTER ASSOCIATION **1998 Projected Budget**

Accounting	\$ 500.00
Insurance	\$ 600.00
Lawn Irrigation	\$ 200.00
Repairs & Maintenance	\$ 0.00
Electrical	\$ 1,800.00
Gas	\$ 3,500.00
Water & Sewer	\$ 1,200.00
Taxes	\$10,000.00
Replacement Reserve	\$ 4,200.00
	\$22,000.00

Landscape maintenance and snow removal will be absorbed by all units in the project through their individual projected budgets. Management will be provided by Sileno Companies, Inc. at no additional charge.

Overlook Lakes Condo Association: 50% of \$22,000 = \$11,000 per year
 $\$11,000 \div 184 \div 12 \text{ Months} = \$5.00 \text{ per month per unit}$

Overlook Lakes Apartments - Phase I: 14.5% of \$22,000 = \$3,190 per year
 $\$3,190 \div 12 \text{ Months} = \266.00 per month

Overlook Lakes Apartments - Phase II: 17.75% of \$22,000 = \$3,905 per year
 $\$3,905 \div 12 \text{ Months} = \325.00 per month

Overlook Lakes Apartments - Phase III: 17.75% of \$22,000 = \$3,905 per year
 $\$3,905 \div 12 \text{ Months} = \325.00 per month

PROPOSAL

Mr. Jim Sileno
Sileno Companies, Inc.
5429 N. 118th Court
Milwaukee, WI 53225-3087

February 5, 1998
Project: Overlook Lakes



the
bruce
company
OF WISCONSIN, INC.

We hereby agree to provide:

Landscape management for the 1998 season according to the attached sheet.

Payments due on a monthly basis based on services performed.

Areas 7-20, 31-47

Subtotal \$75,515.00
Sales tax 4,228.84
Total \$79,743.84

\$79,743.84 ÷ 214 Units = \$373.00
108 Units @ \$373. = \$40,284.00
\$12,450.24 ÷ 48 Units = \$260.00
40 Units @ \$260. = \$10,400.00
Overlook Lakes Condominium
Association 1998 Landscape
Management Services = \$50,684.00

Areas 6, 24-28 & Clubhouse-New Areas

Subtotal \$11,790.00
Sales tax 660.24
Total \$12,450.24

Note: The new areas listed above are an estimate only, actual costs may vary depending on the start date of landscape maintenance.

This proposal valid after 30 days.

For: The Bruce Company of Wisconsin, Inc.


Jeffrey F. Joutas, Sales Manager

98overlk.doc

ACCEPTANCE OF PROPOSAL: The above quotation, specifications, conditions and accompanying drawings (if applicable) are satisfactory and are hereby accepted. The Bruce Company of Wisconsin, Inc., is authorized to do the work indicated and payment will be made as specified. **CONDITIONS OF SALE: SEE REVERSE SIDE FOR PAYMENT TERMS, NOTICE OF LIEN RIGHTS AND GUARANTEES. ALL GUARANTEES ARE VOID IF PAYMENT IS NOT MADE AS SPECIFIED.**

Date of Acceptance Feb. 12, 1998

Downpayment Received _____


Signature

Overlook Lakes Group
1998 Grounds Maintenance Proposal Form
Existing Areas 7-20, 31-47



Lawn Mowing & Debris Patrol Existing Areas 7-20, 31-47	\$ 1,400 per time x 28 =	\$39,200
Lawn Fertilizer 7-20 & 31-47	\$ 1,395 per time x 3 =	\$ 4,185
Lawn Herbicide 7-20 & 31-47	\$ 900 per time x 2 =	\$ 1,800
Flower Care	\$ 960 per time x 1 =	\$ 960
Flower Planting-Allowance	\$ 3,500 per time x 1 =	\$ 3,500
Power Edging	\$ 570 per time x 6 =	\$ 3,420
Tree/Shrub Fertilizer	\$ Allowance x 1 =	\$ 650
Trim/Shape Shrub - June	\$1,975 per time x 1 =	\$ 1,975
Trim/Shape Shrub - August	\$ 1,375 per time x 1 =	\$ 1,375
Trim/Shape Shrub - Oct.	\$ 750 per time x 1 =	\$ 750
Edge All Beds 7-20 & 31-47	\$ 7,000 per time x 1 =	\$ 7,000
Paved Area Weed Control	\$ 50 per time x 4 =	\$ 200
Spring Clean Up	\$ 3,200 per time x 1 =	\$ 3,200
Prelim. Fall Clean Up	\$ 925 per time x 1 =	\$ 925
Fall Clean Up	\$1,075 per time x 1 =	\$ 1,075
De-Weed Beds	\$ Season x 1 =	\$ 3,900
Tree & Shrub Spray Allowance	\$1,400 per time x 1 =	\$ 1,400

Subtotal-Existing Areas 7-20 & 31-47 **\$ 75,515**

Note: Add Sales tax to the above figures

New Areas- 6, 24-28 & Clubhouse

Lawn Mowing & Debris Patrol Areas 6, 24-28 & Clubhouse	\$ 275 per time x 18 = \$ 4,950
Lawn Fertilizer 6, 24-28 & Clubhouse	\$ 250 per time x 2 = \$ 500
Lawn Herbicide	\$ 250 per time x 1 = \$ 250
Lawn Herbicide--spot treatment	\$150 per time x 1 = \$ 150
Power Edging	\$130 per time x 3 = \$ 390
De-Weed Beds	\$ Time & Mater.-Est \$ 4,000
Trim/Shape Shrubs	\$ Time & Mater.-Est \$ 1,100
Fall Clean up	\$ Time & Mater.-Est \$ 450
Subtotal New Areas (6, 24-28 & Clubhouse)	\$ 11,790

Note: Add Sales tax to the above figures

Any tree/shrub fert, flower planting or flower care, paved area weed control would be additional in these areas. Mowing of prairie type areas around any of the retention areas also additional.

AMERICAN LANDSCAPETM

September 21, 1998

Overlook Lakes Apts. and Condominiums
Sileno Companies
5429 N 118th Ct.
Milwaukee, WI 53225

466-0111

CONTRACT SUMMARY FOR SNOW CLEARING SERVICES

PLEASE INITIAL CHOICE OF SERVICES TO BE PERFORMED ON LINE NEXT TO PRICE

SPECIFICATIONS:

1998-99 snow season, beginning November 1, 1998 to April 30, 1999 for snow removal services at Overlook Lakes; Phase I, II, and Bldg. 5 (east side), 6 and 7 of Phase III of apartments, Phase 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, office and Woodbridge Dr. Greendale, office.

GENERAL WORK STANDARDS

Supervisor with each crew: separate management quality-control inspection of work.

All operations, crews, and equipment insured. A copy of Certificate of Insurance will be furnished if requested.

Personnel and equipment will be on 24-hour call, seven days a week, throughout the snow season.

Telephone answered 24 hours a day, seven days a week. Emergency information can be taken and forwarded.

Office, shop and crews equipped with private, commercial FM 2-way business radios working off commercial business radio repeater tower service.

Equipment and vehicles employed are of recent manufacture and in sufficient quantity. Snow removal equipment is available. Equipment and vehicles are maintained by full-time mechanical staff.

7000 SNOW PLOWING SERVICES (VEHICLE AREAS)

AREAS INCLUDED: Access driveways, parking lots, courts, mail box center, garage door aprons (as close as possible 1-2'), and Woodbridge Dr.

TIMING/PROCEDURE:

Initial "Opening-Up" Plowing: For "night" or "day" storms access entryways from public streets, internal traffic lanes, and roadways will receive at least Initial Opening Plowing before the "traffic rush" period or will receive "openings" periodically during an extended heavy snowstorm.

"Cleanup" (finish plowing beyond the Initial Opening Plowing) of the entire area, including individual "unit" drives, will be performed after the "traffic rush" period unless "unit" drives are specified as part of "opening up" plowing.

Drifting that requires service post-plowing cleanup will be done automatically and billed hourly.

INITIAL BELOW TO ACCEPT PLOWING SERVICES:

QS BTM Hourly Basis: For construction area; north side of Bldg. 29, Bldg. 3, 4, west side of 5.

QS BPS Per Snowfall Inch Basis:

Condos & Apartments

1"	to	2"	\$1540.00
2"	to	3"	\$1804.00
3"	to	4"	\$2082.00
4"	to	6"	\$2769.00
6"	to	8"	\$3454.00
8"	to	10"	\$4298.00
10"	and over		Hourly

Woodbridge Dr.

1"	to	2"	\$ 34.00
2"	to	3"	\$ 37.00
3"	to	4"	\$ 42.00
4"	to	6"	\$ 54.00
6"	to	8"	\$ 67.00
8"	to	10"	\$ 86.00
10"	and over		Hourly

NOTE FOR BPS: Above 10", experience shows there can now be extreme variability in storms, some of them requiring emergency equipment due to exceptionally fast snowfall rates per hour, high winds, and the like. All equipment would be billed at comparable industry rates.

7290 ICE CONTROL SERVICES (VEHICLE AREAS)

AREAS INCLUDED: Ice control materials will be applied to: Access driveways, courts, traffic lanes, roadways.

INITIAL PREFERRED TIMING/PRIORITY LEVEL BELOW:

- X 1. As needed for all snowfalls under the plowable amount; as follow-up to plowings, for freezing rains, ice storms and re-freezing of melted snow.
2. As follow-up to plowings for freezing rains, ice storms and re-freezing of melted snow.

NOTE: WE STRONGLY ADVISE OUR CUSTOMERS TO SELECT #1 ABOVE TO HAVE ALL SNOWFALLS UNDER PLOWABLE AMOUNTS TREATED WITH SNOW MELTING MATERIALS TO REDUCE THEIR LIABILITY EXPOSURE.

Ice control material will be "Regular Mix:" a high grit traction control roadway rock salt with conditioning agents. Calcium chloride may be laced into above at low temperatures as an "exciter". Under extreme conditions sand may be added for increased traction.

INITIAL BELOW TO ACCEPT ICE CONTROL SERVICES:

 95 BTM Bill Time & Materials Basis
Regular Mix price: 10 cents per lb. applied
plus \$40 trip charge.

Prices listed are for regular routing circuit. An additional trip charge will be added for special requests and callouts separate from regular routing.

7400 **SIDEWALKS SNOWBLOWING/SHOVELING:**

Sidewalk snow services are available only with #7500 Sidewalk Ice Control Services, unless otherwise stated.

AREAS INCLUDED: Public walks, commons walks, entrance door walks, stoops, mailbox center, garage door fronts (not reachable by plows last 1-2'), garbage dumpster access.

INITIAL PREFERRED LEVEL OF SERVICE:

(Will apply to Sidewalk Ice Control Service also).

☒ **X** **ALL** snowfalls with accumulation.

☐ **1"** Only after 1" of snow has accumulated.

NOTE: WE STRONGLY ADVISE OUR CUSTOMERS TO REDUCE YOUR LIABILITY EXPOSURE BY HAVING WALK SERVICES FOR "ALL" SNOWFALLS.

TIMING/PROCEDURE Sidewalk services shall be performed per the applicable priority (marked A = Applicable; N/A = Not Applicable)

NA **PRIORITY 1A:** Access to be performed before next traffic rush period (with an extended heavy snowfall completed SNOWBLOWING and shoveling to be performed as soon as possible after end of snowfall).

A **PRIORITY 1B:** To be performed as early as possible after the end of the snowfall (the same day for an overnight snowfall ending by morning).

NA **PRIORITY 2:** (for walks not immediately necessary for use) To be performed as soon as possible subsequent to the snowfall.

Drifting that requires service at times other than during a snowfall storm period will be done automatically and billed hourly.

INITIAL BELOW TO ACCEPT SIDEWALK SERVICE:

95 **BTM** **Hourly basis:**
\$40/hr. Rate per hour includes all equipment, trucks, trailers, transportation, labor, supervision.

7500

SIDEWALK ICE CONTROL SERVICES:

Sidewalk Ice Control Service automatically included with selection of #7400 Sidewalks Snowblowing/Shoveling.

AREAS INCLUDED: Ice control material will be applied to: Public walks, common walks, entrance door walks, garage door aprons not reached by salt trucks.

TIMING/PROCEDURE: Ice control will be applied (at same "Level of Service" as chosen for sidewalk clearing) as needed for: Follow-up to all shoveling of snowfalls, all ice storms, re-freezing of melted snow, and anticipated problem areas, melting/loosening of hardback, or snow melting.

MATERIALS APPLIED: (Initial choice of preferred material below).

____ "PROFESSIONAL ICE MELTER" **RECOMMENDED BEST OVERALL**
Works to -12° F on ice and snow; safer to plants; "no oily residue"; "resists re-freezing". Provides traction value, much better than calcium chloride alone, especially on built-up ice in ice storms.

16¢/LB. plus application labor.

____ **BUDGET DISCRETIONARY:** "SAFE-T-SALT", "HALITE", or equivalent, which provides melting as well as traction value. For extreme cold "PROFESSIONAL ICE MELTER", may be used instead.

"SAFE-T-SALT", "HALITE", or equivalent	10¢/lb.*
"PROFESSIONAL ICE MELTER"	16¢/LB.*

*Plus application labor.

45 "SNOWMELT" or equivalent (Calcium Chloride).
Recommended for safest use with concrete and contiguous lawn areas; most effective for low temperatures. (However, because straight Calcium Chloride is inefficient on built-up ice, as in ice storms, "Professional Ice Melter" will be used in those situations and will be charged at 16¢/lb.)

24¢/LB. plus application labor.

INITIAL BELOW FOR SIDEWALK ICE CONTROL SERVICE PAYMENT BASIS:

45 **BTM Bill Time & Material**
Per lb. rate of chosen material plus
application labor (\$40/hr)

OTHER SNOW SERVICES

7600 SNOW LOADING/REMOVAL/HAULAWAY: Snow loading, removal, and HAULAWAY services and equipment are available and will be performed on request. Typical set-up includes loader and dump truck at comparable industry rates (\$60/hr. and up and \$50/hr. and up, respectively, depending on size).

7900 LAWN & LANDSCAPE REPAIRS IN SPRING INCLUDED: Repairs of normal damages to lawn and landscape done by our snow services will be performed in Spring after the end of the snow season without extra charge as follows:

Visible mechanical damage to turf and landscape by plow blades and snow blowers: repairs will be done by topsoil top-dressing and seeding, unless otherwise specified. Contractor guarantees that Premium quality grass seed will be used; if customer requests straw cover in addition, this will be added T&M; it will be the responsibility of the customer to provide adequate supplemental watering, if needed, to assure seed germination and support.

Repair of any accidental, direct spills of ice-control materials will be included without extra cost and in the manner described above. Repairs necessary due to ice-control melt-off/runoff kill not caused by accidental direct material spill will be on T&M or agreed price basis. Street or walk cleaning needed due to necessary use of sand or ice-control mixture for traction/temperature considerations will be provided on a cost basis.

Concerning damages caused by customer-requested snow loading/removal/hauling equipment services under Section 7600:

- 1) Visible mechanical damage to turf along pavement edges shall be repaired with the plow blade damage as above;
- 2) Beyond the turf immediate to pavement edges, however, damage can occur to the lawn and objects in the lawn or contingent areas due to customer requested moving across and/or dumping of snow into lawn areas, since
 - a) there may be non-visibility of objects not emergent or "flagged" above the snow or,
 - b) the lawn may be or have unfrozen spots;hence, the customer must assume the risk for the potential damage from moving snow across and dumping of snow into lawn/landscape areas beyond the immediate edges of the pavement including damage to unflagged fire hydrants, utilities, lawn furniture, shrubbery, et al, not visible above the snow.

All such repairs, if made by the contractor, will be done on a T&M cost basis. If the damages are due to the gross or careless negligence on the part of the operator, however, these damages would be the responsibility of the contractor.

The preceding specifications to be completed for the sum of services selected.

Payment to be made as follows: Per time/Hourly: to be billed upon completion of each service performed.

Billings are subject to the billing policies of American Landscape (PAYMENTS ARE DUE IN NET 10 DAYS FROM BILLING; charges for services not paid within 25 days of the billing date are subject to a penalty charge of 1.5% PER MONTH for an unanticipated late payment). Payments 30 days or more due from date of billing may result in suspension of services.

All work will be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above specifications will be performed only upon the customer's written order and will become a modification of the charges in the contract. The contractor will do its utmost to maintain the performance schedules outlined in this contract, but the contractor cannot be held responsible for delay in performance due to exceptional weather conditions and acts of God. Accidental damages to facilities and structures flagged or emergent above the snow, and accidental abnormal damages to the landscape are covered by insurance; contractor cannot be responsible for damages to facilities not emergent or flagged above the snow, especially when pushing back or moving snow piles onto or from lawn areas. Customer agrees to hold contractor harmless for any and all liability due to slips and falls on customer's property, and for any liability in trespass for damages caused to personal or real property by customer's neglect. Contractor is fully covered by insurance and affidavits will be supplied if desired. Customer agrees that contractor may exercise its right hereunder to a contractual lien against the property serviced by contractor under this contract. This lien to cover any amounts duly owed to contractor under this contract and not paid within contract terms. Customer agrees to reimburse contractor for all collection agency costs, attorney fees, filing fees, service fees and other costs of collection which are incurred by contractor in collecting payment for services not paid on the due date provided in this contract.

NOTE: The services quoted are available for contract as of the date of preparation of this proposal: this proposal becomes an accepted contract upon final acceptance and signing by authorized representatives of customer and American Landscape.

AMERICAN LANDSCAPE


Andrew Schoofs,
Director of Sales

OVERLOOK LAKES APTS. & CONDOMINIUMS


James A. Sileno
overlook.doc#2

Site Contact: _____

Address: _____

Phone: _____



Superior Services-Hartland
559 Progress Drive, P.O. Box 168
Hartland, Wisconsin 53029
(414) 367-6040
FAX (414) 367-5502

February 11, 1998

Overlook Lakes Condominium Association
c/o Sileno Companies, Inc.
Attn: Mr. James Sileno
5429 N. 118th Court
Milwaukee, WI 53225-3087

Dear Association Members:

On February 1, 1998, Superior Services - Hartland, entered into an agreement with Sileno Companies, Inc. for solid waste and recycling removal service. Superior agreed to supply each unit with one - 32 gallon trash container and one - 18 gallon recycling bin. Both services are performed weekly on Monday. All residents should place the trash and recycling outside of their garages by 8:00 A.M. The monthly charge per unit is \$7.25.

I have enclosed a copy of our Service Agreement for your records. If you have any questions, please feel free to contact me. We appreciate your patronage, and look forward to providing you with "Superior" service for many years to come.

Sincerely,

Dan McNeil
Sales Manager
Superior Services - Hartland

DM/jh
Enclosure

DEL CANS AND BINS 1/29/98

Superior Services - Hanland
59 Progress Drive • P.O. Box 168
Janesville, WI 53029
(414) 367-6040

SERVICE AGREEMENT

Low
2/03/98
Superior

Customer Name: SILENO COMPANIES INC Service Name (if different): 13407
Customer Billing Address: 5429 N118th CT MILWAUKEE WI 53225-3087 Account Number: 13407
Customer Service Address: OVERLOOK LAKES 92ND + GRANGE GREENWILE
Customer Contact: KAREN A. MENDELSON Contact Telephone #: 466-0444 Main Telephone #: _____
Additional Telephone #: 427-9191 (Deborah Zilliges, Property Manager, Overlook Lakes)
Industry Type: _____
Multiple Service Locations? ☐ Yes ☐ No If yes, ☐ Separate Invoice ☐ One Invoice Purchase Order Number: _____

Billing Cycle: _____ Credit Limit: _____ Fin. Charge: yes / no

New Service Description				Bin Notes							
Qty	Bin	Type	Freq	Dust Owned	Trash	OCC	Mix Ppr	Comm	LL	WH	
1.											
2.											
3.											
4.											

Effective Date: 2/1/98Reg Mo. Svc: \$ 725 PER UNIT / MONTH

Old Service Description				Bin Notes							
Qty	Bin	Type	Freq	Dust Owned	Trash	OCC	Mix Ppr	Comm	LL	WH	
1.											
2.											
3.											
4.											

Prev. Reg. Mo. Svc.: _____

Other Charges: _____ Extra Yardage Charges: \$ _____

Route Notes: _____

Comments: SEE ATTACHED ADDENDUM

TERMS AND CONDITIONS are on the reverse side

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions as set forth on the reverse side of this agreement. In addition, he or she has the authority to sign the agreement on behalf of customer.

Customer: Overlook Lakes Apts/Condominiums Superior Services - Hanland
c/o Sileno Companies, Inc. a div. of Superior of Wisconsin, Inc.
Authorized Signature: Karen A. Mendelsohn Contractor: Don McNeil
Title: Karen A. Mendelsohn, Prop. Mgr Representative Title: SALES MGR
Date: 11/19/97 Date: 11/13/97

MUNCD _____

CALLB _____

OFFICE USE ONLY

SSTRT _____

NEEDK _____

BSTOP _____

XPRE _____

IDATE _____



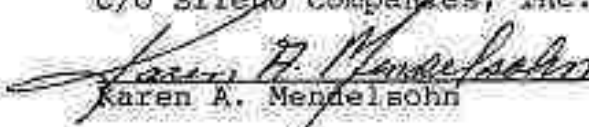
Superior Services-Hartland
559 Progress Drive, P.O. Box 168
Hartland, Wisconsin 53029
(414) 367-6040
FAX (414) 367-5502

ADDENDUM TO SILENO CONTRACT

November 13, 1997

1. Superior will supply one - 32 gallon trash can and one - 18 gallon recycling bin per unit.
2. Large items included in service except building materials and freon appliances.
3. The initial term of this Agreement is one year to commence 02/01/98.
~~Contract is series of one year agreements with a 60 day cancellation notice at the end of each one year term.~~
4. Price is firm for ^{one} ~~three~~ year period.
5. The gross weight allowable for any vehicle on driveways shall not exceed 4 tons.

Customer: Overlook Lakes Apts/Condominiums
c/o Sileno Companies, Inc., Agent


Karen A. Mendelsohn

Dated: 11/19/97

Contractor: Superior Services - Hartland


Dan McNeil, Sales Manager

PROVIDING "SUPERIOR" WASTE SERVICES

5

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Declaration is made as of November 30, 1993 by Overlook Lakes Group, a joint venture ("Declarant").

Recitals

Declarant is the owner of certain property described on Exhibit A attached hereto (the "Property"). Declarant intends to develop portions of the Property as multi-family residential developments (each such portion a "Phase") and/or other portions of the Property as residential condominiums (each such portion a "Condominium"), and desires to subject the Property to certain covenants, conditions and restrictions in order to ensure flexibility in the overall development of the Property and to ensure the coordinated development of the Property and operation of the Property in the event one or more Phases or units in a Condominium are hereafter conveyed to others.

Declaration

Now therefore Declarant as the sole owner of the Property hereby declares and imposes the following covenants, conditions, restrictions, and easements on the Property:

1. **Creation of Phases and Condominiums.** Initially the Property shall consist of two portions: the portion described on Exhibit B attached hereto ("Phase 1") and the remainder of the Property. From the remainder of the Property, Declarant may designate portions as Phases by recording a supplement to this Declaration identifying a specified parcel as another "Phase", or Declarant may create a Condominium by recording a declaration of condominium affecting a portion of the Property.

2. **Use Restrictions.** Each Phase of and each Condominium on the Property shall be used exclusively for residential purposes, except that (i) in each Phase or Condominium there may be structures or portions of structures used for offices, sales or leasing centers or models, in each case related to the management or sales or leasing by Declarant of one or more Phases or Condominiums; and (ii) in each Phase or Condominium, the owner or declarant thereof may provide in a separate recorded instrument, or in a Condominium declaration, that certain specific business activities (e.g. investments, or telephone sales) may be performed from the residential units in such Phase or Condominium provided that the same are ancillary to the use of such unit as a residence, that the same do not materially increase the traffic flow to and from the Property, that the same comply with all applicable laws, orders and regulations, that the same do not materially increase the cost of insurance or materially adversely affect the availability of insurance to the Phase or the Condominium, and that the same may be subject to

other limitations imposed therein; and (iii) Declarant may, but is not obligated to do so, improve a Phase or a portion of a Phase or Condominium with recreational or meeting facilities for use by one or more Phases or Condominiums, as more specifically described in Section 6 below. Additional use restrictions may be imposed by Declarant on any Phase or Condominium in the supplements or declarations recorded to identify or establish the same.

3. Relationship Between Phases and Condominiums.

(a) Possible Inclusion in Condominium. If Declarant elects to declare and develop a Condominium on a portion of the Property then any Phase may be included in the declaration establishing such Condominium as expansion real estate (as contemplated in Wis. Stats. Sec. 703.26) and may, in accordance with such statute and such declaration, be incorporated into the Condominium, subject to the other provisions hereof.

(b) Procedure for Expansion. For a period of five years from the date of recordation of a Condominium created on the Property, the expansion of the Condominium to include a Phase, as described above, shall require not only the written consent of the Declarant, but also the written consent of the then owner of that Phase; thereafter until the right to expand expires, expansion to include that Phase may occur only if the then owner of such Phase makes written request of the Declarant to expand the Condominium to include that Phase, in which case the Declarant shall prepare, execute and record such documents as are necessary to cause the Condominium to be so expanded. The then owner of such Phase shall pay the costs and expenses of the Declarant, including reasonable attorney's fees, in responding to such request, even if such then owner later withdraws such request. Payment of such costs and expenses shall be a condition precedent to the Declarant's obligation to record such expansion documentation.

(c) Special Payment Upon Expansion. In the event of expansion, as described above, and as a condition thereto, the then owner of such Phase shall contribute to the Condominium association an amount in respect of replacement reserves maintained by such association computed in accordance with the same formulas and dates as would have been applicable from time to time as if such Phase had been included in the Condominium from the date of recordation of the declaration therefor.

(d) Prohibition on Declaring Condominium. For a period of ten years from the date hereof, the owner of Phase I may not subject such Phase to a declaration of condominium without the express prior written consent of the Declarant.

4. Architectural Controls: Restrictions on Development.

(a) No Development Without Prior Approval. Not less than 30 days prior to commencement of construction of any new improvements on any portion or portions of a Phase or Condominium, or the reconstruction of improvements on any portion or portions of a Phase or Condominium following a casualty loss thereto, or the demolition of any improvements on any portion or portions of a Phase or Condominium, the owner(s) of such Phase, or the association for any such Condominium, shall submit to Declarant for approval written information ("Drawings") showing (i) the location, size, elevations and type of building(s) and other improvements, including lighting standards and exterior signs proposed to be erected or reconstructed, (ii) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, reconstruction or construction from view, (iii) the parking area layout and traffic patterns proposed, (iv) the landscaping proposed, and (v) the proposed location and specifications for waste receptacles and utilities servicing such improvements. Declarant shall not unreasonably refuse to approve the Drawings provided that all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint), signage, parking, traffic patterns, landscaping and such other matters are in keeping with and do not detract from, or, in Declarant's sole but reasonable opinion, depreciate any portion of the Property, whether then undeveloped, developed or in the process of development. Without limiting the foregoing, it shall not be unreasonable for Declarant to disapprove Drawings for a building which will change then existing access points or utility lines or for any improvement which will increase the density of residential units in any Phase or Condominium. If Declarant fails to object to the Drawings within 30 days of submission, they shall be deemed approved, except that Drawings which would, if the improvements shown therein were constructed, cause the density of residential units in a Phase or a Condominium to be increased may not be deemed approved in this manner. If Declarant objects to Drawings in whole or in part for any reason, the submitting owner shall thereafter resubmit Drawings to Declarant with such revisions as it agrees to. Each time an owner so submits the Drawings, Declarant shall have a right to approve or object to the Drawings as described above. Following Declarant's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not commenced within 6 months of their initial approval and diligently pursued to completion, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be.

(b) Prior Approval for Changes. If after the completion of the improvements to any portion of the Property, the owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements, the owner shall comply with the provisions of subsection (a). A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements or the existing lanes, parking areas, lighting or utility lines.

(c) Prohibition on Development of Certain Areas. A portion of Phase 1 described on Exhibit C hereto (the "Reserved Common Portion") shall not have any improvements constructed thereon unless Declarant elects to erect thereon recreational, meeting or mail facilities for the benefit of one or more Phases or Condominiums, provided that as a condition thereto Declarant shall cause the Reserved Common Portion to be created as a separate legal parcel. The owner of Phase 1 shall cooperate with and not oppose any efforts by Declarant at Declarant's cost to effectuate such a land division. At any time up to 120 days after the effectuation of such a land division, Declarant shall have an option to purchase the Reserved Common Parcel, which shall be exercised by giving written notice thereof to the owner of Phase 1. If such notice is given, the closing shall take place by warranty deed within 90 days thereafter, upon payment of the fair market value thereof as determined by a mutually acceptable appraiser (whose charges are split evenly) or a panel of 3 appraisers (one each chosen by buyer and seller, the third by the first two appraisers, with all charges split evenly), subject to customary prorations and adjustments, with title insurance (ALTA Owners Policy) showing marketable title subject to those items of record on this date, taxes for the year of closing and municipal and zoning ordinances. All other matters shall be in accordance with customary real estate practices in metropolitan Milwaukee.

5. Maintenance of Phases and Condominiums. The owner of each Phase and the association for each Condominium, at the cost of such owner or association, shall be responsible for security at and for the maintenance of paved areas, landscaping, lighting, directional signals, barriers and other traffic control devices on such owner's Phase or such association's Condominium, all of which shall be maintained in clean condition and good working order and comparable to the standards imposed and followed at other first-class multi-family residential housing complexes in metropolitan Milwaukee, or as designated by Declarant. The buildings and other structures, improvements and signage on each Phase or Condominium shall be kept and maintained in good order, condition and state of repair and in a clean, uncluttered, orderly and sanitary condition. All snow, ice and surface water shall be promptly removed, to the extent reasonably practical, from the

sidewalks, walkways, roadways and parking surfaces on each Phase. Each such owner or association shall cause outdoor waste facilities to be screened in a manner subject to Declarant's reasonable approval, and shall be solely responsible for the proper and regular disposal of waste and trash from such Phase or Condominium.

6. Common Facilities.

(a) Gateways and Ponds and Other Common Facilities. Declarant may, but shall not be obligated to, construct ponds on portions of Phases or Condominiums for retaining storm water runoff ("Ponds"), and may construct identification and directional signs, gateways and related landscaping within portions of Westlake Drive or on portions of Phases or Condominiums ("Gateways"), and may construct other common facilities on portions of Phases or Condominiums. Except with the written consent of Declarant, no such improvements shall be located on Phase 1 other than the Pond presently on the Reserved Common Portion (even though such Pond may not be filled at all times of the year) or those contemplated by Section 4(c) above. No such improvements shall be located in any other Phase or Condominium unless the supplement or declaration relating thereto provide for the same. Until the establishment of a Master Association as provided in Section 10 below, the owner of a Phase or the association of a Condominium on which is located a Pond or other common facility, shall at its cost maintain such items as are on that particular Phase or Condominium in accordance with the standards of a first-class multi-family residential housing complex. The Ponds shall not be used for swimming, boating, fishing or other recreational uses.

(b) Recreational Facilities. Declarant may, but is not obligated to, construct recreational facilities ("Facilities") on a Phase or on a portion of a Phase or a Condominium. The Facilities may, but need not, include a meeting room, swimming pool, recreational equipment or similar facilities or improvements. The Facilities shall be located only on the Reserved Common Portion of Phase 1 or some other Phase or Condominium for which provision is made in the supplement or declaration relating thereto.

(c) Who May Use Facilities. If the Facilities are located in a Phase or Condominium including residential units, the residents thereof may have the use of the Facilities subject to the provisions hereof. Unless the right is specifically reserved in the supplement or declaration of a Phase or Condominium, Declarant shall have no right to require that the owners or residents of a Phase or Condominium obtain the right to use the Facilities as set forth below. Declarant may retain ownership and control of the Facilities or may transfer them to

the Master Association. If Declarant retains ownership or control of the Facilities, Declarant may at any time and from time to time impose or change terms, conditions, rules and regulations governing use of the Facilities, including membership or use fees, designating Phases or Condominiums in which owners or residents may become eligible for use and the terms thereof (including requiring payment of an appropriate amount in respect of the cost of the Facilities), and designating whether the same is a public facility. If Declarant elects to transfer the Facilities to a Master Association, such transfer shall be on such terms and conditions as Declarant may impose, provided that the residents or owners of a Phase or Condominium shall not be entitled to the use of the Facilities unless the owners of or association for such Phase or Condominium makes a capital contribution equal to its pro rata share of the cost of developing the Facilities (not duplicating any payment made above to Declarant for the same purpose but in addition to any ongoing membership or use fees or like assessments), as to be provided in the written instrument of such transfer, payable to the person bearing the costs of development.

7. Easements.

(a) Easement for Repair. Declarant shall have a nonexclusive easement for access to and from each Phase and Condominium for the purposes of performing any such maintenance, repair or replacement on or in such Phase or Condominium as may be necessary in the opinion of Declarant to insure the safety or convenience of persons or as may be necessitated by the failure of an owner or association to maintain its property as required in Section 5 above or in subsection (c) below. Declarant's right to take such action shall be without notice if Declarant reasonably deems it necessary for the safety or welfare of persons or property, and otherwise upon 30 days notice to the relevant owner or association. Declarant shall submit to the owner of or the association for the Phase or Condominium upon which such work was performed, after any such work has been performed by Declarant, a statement showing the costs of such maintenance and such owner or association shall within 10 days of receipt of such statement remit the amount thereof as reimbursement, together with interest from the date of demand at the publicly announced reference rate in effect from time to time at Associated Bank or at Firststar Bank Milwaukee, N.A., or any successor bank thereto or similarly titled rate used for the purpose of determining interest rates by such institution. If reimbursement is not so made, Declarant shall be further entitled to a lien on such Phase or prorata on the units in such Condominium, which shall be created and perfected upon the recordation in the Office of the Register of Deeds for Milwaukee County, Wisconsin of a notice executed under oath by Declarant, or an agent of Declarant, that such amount is due. Any such lien

shall be enforced generally by the procedures set forth in Wis. Stats. Secs. 779.09 through 779.13, inclusive, insofar as applicable, as the same may be amended or renumbered from time to time.

(b) Access, Parking and Utility Easements. Declarant hereby reserves an easement across each Phase and Condominium for the purpose of (i) ingress and egress and parking for construction personnel and vehicles to provide access and convenient parking for the construction of improvements on the Property, and (ii) ingress and egress and installation and maintenance of underground water, gas, electric, cable, sewer and water utilities to service the Property, provided that such utility services for any one building shall not be located beneath another building or other structure and the above ground landscaping and improvements shall be replaced substantially to their previous condition following any such installation or maintenance by the person performing the same. If Declarant shall determine at any time that it is desirable to coordinate utility services for the Property with existing utility services for any Phase or Condominium, Declarant may cause such utilities to be connected at the sole cost and expense of Declarant and shall be solely responsible for the maintenance and replacement thereof, but only for those portions which directly service the portion of the Property then being developed and only during the period of construction.

(c) Drainage Easements. Declarant hereby reserves an easement across each Phase and Condominium for the purpose of installing drainage swales, storm sewers or other means of conveying storm water runoff from the various Phases and Condominiums to the Ponds. Such swales, sewers or other means shall not be designed so as to unreasonably impede the use of the Property except to the extent that the Ponds will retain water. Notwithstanding whether a Pond has water at all times during the year, this easement shall remain in effect. Until and unless Declarant transfers responsibility for the Ponds to a Master Association, the owner of each Phase and the association for each Condominium shall maintain at its cost the portion of the such swales, sewers, or other means and Ponds as is located on its Phase or Condominium.

8. Compliance with Laws. The owner of each Phase shall, at the cost of such owner, comply with all laws, ordinances, rules or regulations applicable to it, including without limitation, all applicable Environmental Laws (defined below). Such owner shall provide to Declarant immediately upon receipt, copies of any correspondence, notice, pleadings, citation, indictment, complaint, order, decree, or other document from any source asserting or alleging a circumstance or condition on such Phase which requires or may require a financial contribution by

the owner thereof under Environmental Laws or which seeks damages or civil, criminal or punitive penalties from the owner thereof for an alleged violation of Environmental Laws; and shall advise Declarant in writing as soon as the owner thereof becomes aware of any condition or circumstance on such Phase which could lead to any of the foregoing. For purposes hereof, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous or toxic wastes or substances including, but not limited to, the Federal Water Pollution Control Act, Toxic Substances Control Act, Safe Drinking Water Act, Title II, Superfund Amendments and Reauthorization Act of 1986, Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of the State of Wisconsin Department of Natural Resources now in effect or as created, modified or amended from time to time. The owner of a Phase shall indemnify and hold Declarant harmless from any and all loss, cost or damage arising out of any breach of the foregoing, and the cost of analysis of any alleged breach of the foregoing (including legal, engineering and other consultants fees), except to the extent that any loss, cost or damage relates to circumstances or conditions which are conclusively shown to have arisen prior to the date of conveyance of such Phase to such indemnifying party. The foregoing indemnification and agreement shall survive the termination of this Declaration and is intended to apply to and bind each successive owner or portions of a Phase even after the interest of any such owner is conveyed to another, but not to the owners of individual units following inclusion in a Condominium.

9. Assignment of Rights. Declarant may, at its option from time to time, assign its several rights hereunder to one or more persons (each, a "Successor") who are affiliates of Declarant, or Condominium associations, or Phase owners, or a Master Association. Such an assignment shall be effective only if in writing and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin and shall be limited to the assigned rights stated therein. For example, Declarant may assign to an affiliate the right to approve Drawings related to subsequent Phases, while at the same time assigning to a Phase owner the right to impose additional restrictions on that Phase and assigning to a Master Association jurisdiction over the Ponds, and at the same time retaining control over the Facilities. For purposes hereof, the term "Declarant" shall mean any such assignee in the context of the rights so assigned.

10. Master Association.

(a) Organization. Declarant may at any time and at its option organize an association, incorporated or unincorporated (the "Master Association"), for the purpose of undertaking the administration of one or more aspects of this Declaration, as described below or as may be assigned to it by Declarant from time to time.

(b) Membership and Governance. Each owner of a Phase or a Condominium unit, including Declarant, shall be a member of the Master Association, and membership will commence and terminate with such ownership. The Master Association shall be governed by a Board of Directors, with one or more representatives from each Phase or Condominium as more particularly set forth in documents creating the Master Association, but with the intent that each Phase and Condominium will be proportionally represented, subject to control by Declarant for a period of time to be limited in the constituent documents of the Master Association. The representatives of a Condominium shall be chosen in a manner permitted by the Wisconsin Condominium Ownership Act so that the Master Association may be a master association under such Act. Declarant may be a representative from more than one Phase or Condominium simultaneously.

(c) Purpose and Assessments. The Master Association shall be responsible for administering the Gateways and Ponds, and any Facilities or other improvements common to one or more Phases or Condominiums, the responsibility for which is designated by Declarant; and for exercising any other rights hereunder assigned to it by Declarant; and for promulgating and enforcing reasonable rules and regulations for the benefit of those portions of the Property which are subject to the Master Association; and for assessing and collecting amounts (in a uniform manner among those units deriving benefit therefrom) in support thereof, for which the Master Association shall have lien rights as more specifically set forth in the documents creating the Master Association.

11. Adjacent Condominium. Declarant hereby waives the right to require the Meadows of Stone Crest Condominium to participate in the Master Association, pursuant to Declaration recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5129545, but does not waive any other rights reserved or granted therein to Declarant's predecessor in title to the Property.

12. Waiver; Termination. Declarant may waive the effect of this Declaration in any one case without being deemed to have waived it in general. Any waiver or voluntary termination of

these restrictions must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds for Milwaukee County, Wisconsin, signed by Declarant. This Declaration shall be in effect for a period of 25 years and renewed for successive periods of 10 years each unless terminated at the end of the original or any extended term by: (i) Declarant, or (ii) the written consent of the owners of at least 75% of the residential units on the Property, provided that (A) no vote shall effect an amendment to any provision hereof conferring on or reserving to Declarant any special right or easement without Declarant's express written consent, and (B) for a period of 10 years from the date hereof there shall be deemed to be 500 residential units on the Property and Declarant shall be deemed to be the owner of all of them except those conveyed of record to another person. For such purpose, each Condominium unit shall count as one unit and each residential apartment shall count as one Unit. The owner of a Phase may vote all of the units in that Phase.

13. Remedies. These covenants, restrictions and conditions shall be enforceable by injunction or any other applicable remedy at law or in equity. In an action to enforce the provisions hereof, the Declarant or Successor shall be entitled to recover its costs and disbursements, including reasonable attorney's fees. Remedies are cumulative unless otherwise stated herein.

14. Amendments. This Declaration may be amended from time to time (i) by Declarant, if for the purpose of waiving any specially reserved right or easement or for the purpose of conforming to the requirements of any mortgage or proposed mortgage provided that no such amendment shall increase Declarant's special rights or easements herein; (ii) by the owners of 75% of the residential units, subject to the provisos and explanations of the last two sentences of Section 12; or (iii) by the Master Association if Declarant does not own any Phase or Condominium unit and has not assigned Declarant's right under this Section to another.

15. Statements of Assessments. If any proposed buyer, mortgagee, title insurer or tenant of the Property or portion thereof shall request in writing a certification as to the existence and amount of any lien imposed under this Declaration, Declarant shall certify such information within 10 days of receipt of such request. If a certification is not issued within such 10 day period, it shall be deemed a certification that no liens or assessments are then outstanding. Any certification may be relied on only by the parties identified therein; any obligation shall survive as to the person obligated.

16. Special Rights of Declarant. Wherever herein the term "special rights" or the like is used in connection with

Declarant, it shall refer to each right granted or reserved herein to Declarant to approve, withhold approval, consent, or object to some matter; to grant easements or be the beneficiary thereof; to vote in or control the Master Association; and the like.

17. Construction and Effect. This Declaration shall be binding upon and inure to the benefit of the respective successive owners, tenants, Condominium associations and residents of the Property. This Declaration shall be governed by Wisconsin law.

Executed at Milwaukee, Wisconsin.

OVERLOOK LAKES GROUP, a joint venture

By: /S/ Joseph Sileno
Joseph Sileno, Managing Partner

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 30th day of November, 1993, the above named Joseph Sileno, who acknowledged himself to be the Managing Partner of Overlook Lakes Group, and to me known to be the person who executed the foregoing instrument as such officer of such joint venture, by its authority, and acknowledged the same.

/S/ Doreen Broadbent
Notary Public, Wisconsin
My Commission: 9-3-95

This instrument was drafted
by and should be returned to:

Robert A. Teper, Esq.
Hal Karas, Esq.
Michael, Best & Friedrich
100 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT "A"

PARCEL 1

All that part of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said SW 1/4 Section; thence S 87° 23' 0" E, along the South line of said SW 1/4 Section, 479.00 feet; thence N 3° 45' 00" E, 65.01 feet to the place of beginning of the lands to be described; thence S 87° 23' 00" E along a line parallel to and 65 feet distant from the South line of said SW 1/4 Section, 1588.77 feet; thence N 1° 11' 12" E, 849.53 feet to a point on the Southerly line of Milwaukee County Park Lands; thence N 44° 36' 17" W along said Park Lands 146.45 feet; thence Northwesterly 927.79 feet along said Park Lands along the arc of a circle whose center is to the Southwest, whose radius is 1830.10 feet and whose chord bears N 59° 07' 41" W, 917.88 feet; thence westerly along said Park Lands 782.23 feet along the arc of a circle whose center is to the South, whose radius is 2784.90 feet, and whose chord bears N 81° 41' 53" W, 779.66 feet; thence Westerly along said Park Lands 305.88 feet along the arc of a circle whose center is to the South, whose radius is 1070.48 feet and whose chord bears S 82° 04' 10" W, 304.84 feet; thence S 73° 53' 01" West along said park lands, 28.91 feet; thence N 75° 42' 00" W, 4.02 feet to a point on the East right-of-way line of South 92nd Street; thence S 11° 42' 36" E. along said East line 162.26 feet; thence Southeasterly along said East line 117.15 feet along the arc of a circle whose center is to the West, whose radius is 434.15 feet and whose chord bears S 3° 58' 48" E. 116.79 feet; thence S 3° 45' 00" W along said East line along a line parallel to and 55 feet distant from the West line of said SW 1/4 Section 822.23 feet; thence S 87° 23' 00" E, 423.99 feet; thence S 3° 45' 00" W, 300.99 feet to the place of beginning. Said lands containing 57.229 acres.

Tax Key No. 652-9998-002

and

PARCEL 2

All that part of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said SW 1/4 Section; thence S 87° 23' 00" E along the South line of said SW 1/4 Section, 304.00 feet; thence N 3° 45' 00" E, 65.01 feet to the place of beginning of the lands to be described; thence S 87° 23' 00" E along a line parallel to and 65 feet distant from the South line of said SW 1/4 Section, 175.00 feet; thence N 3° 45' 00" E, 300.99 feet; thence N 87° 23' 00" W, 175.00 feet; thence S 3° 45' 00" W. 300.99 feet to the place of beginning. Said lands containing 1.209 acres.

Tax Key No. 652-9997

EXHIBIT "B"

LEGAL DESCRIPTION

Parcels 1 and 2 in Certified Survey Map No. 5628, recorded on December 11, 1991 on Reel 2670, Image 881 as Document No. 5550117, being a part of the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 28, Town 6 North, Range 21 East, in the Village of Greendale, County of Milwaukee, State of Wisconsin.

EXHIBIT "C"

All that part of Parcel 1 of Certified Survey Map No. 5628 being a division of a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Parcel 1; thence N 2° 37' 00" E, 132.32 feet; thence Northeasterly 79.25 feet along the arc of a circle whose center is to the East, whose radius is 83.09 feet and whose chord bears N 29° 56' 28" E, 76.28 feet; thence Northeasterly 87.22 feet along the arc of a circle whose center is to the Southeast, whose radius is 154.28 feet and whose chord bears N 73° 27' 39" E, 86.06 feet; thence N 89° 39' 22" E, 132.50 feet; thence S 00° 20' 38" E, 235.49 feet; thence N 87° 23' 00" W, 260.80 feet to the place of beginning. Said lands containing 56,161 square feet.

**SUPPLEMENTAL
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
AND AGREEMENT
RELATING TO
OVERLOOK LAKES
RECREATIONAL FACILITIES**

Document Number:

Document Title:

This Supplemental Declaration is made as of May 5th, 1998 by Overlook Lakes Group LLP, formerly known as Overlook Lakes Group, a joint venture ("Declarant").

Name and Return Address:

Hal Karas, Esq.
Michael Best & Friedrich
100 East Wisconsin Avenue

PIN:

Recitals

Under date of November 3, 1993, Declarant executed a Declaration of Covenants, Conditions and Restrictions ("Declaration") which was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 6865181. The Declaration affected certain land described therein and repeated on Exhibit A attached hereto (the "Property"). By subsequent action, portions of the property have been subjected to the Wisconsin Condominium Act by Overlook Lakes Condominium of Greendale, LLC and developed pursuant to the Declaration of Condominium (including all amendments thereto, the "Condominium Declaration") of Overlook Lakes Condominium (including all previous and subsequent expansions, the "Overlook Condominium"). Certain other portions of the Property have been developed as residential rental apartment buildings known generally as Phases I, II and III.

The portions of the Property which are subject to the Condominium Declaration were intended to be a Condominium, as defined in the Declaration, and the portions of the Property which have been developed as residential apartment buildings were each intended to be a Phase, as defined in the Declaration.

Pursuant to Section 6(b) of the Declaration, Declarant reserved the right to construct recreational facilities to service part or all of the Property. Pursuant to Section 10 of the Declaration, Declarant reserved the right to organize a Master Association to administer one or more aspects of the Property. All unit owners in the Condominium and all owners of Phases acquired their property subject to the terms of the Declaration. Declarant now desires to establish a Phase which will include only certain recreational facilities described herein, and to create a Master Association to administer and regulate such recreational facilities, all on the terms and conditions set forth herein.

Declarations

Now therefore, in consideration of the above, Declarant acting pursuant to the Declaration hereby declares and establishes the following additional covenants, conditions and restrictions affecting the Property:

1. Establishment of Phase RF. Declarant hereby establishes and designates a new Phase within the Property, to be known as Phase RF and legally described on the attached Exhibit B.

2. Use of Phase RF. Phase RF shall be used exclusively for the construction and operation of (a) certain recreational facilities, which initially shall consist of an in ground swimming pool and whirlpool, and (b) a structure located on Phase RF containing restroom and changing facilities, maintenance and storage areas related to such recreational facilities, and office and administrative areas, with surrounding surfaced areas and fencing (collectively, the "Recreational Facilities"). Such office and administrative areas (the "Office") shall be under the control of the Master Association described below but may be used by the Master Association, by any management entity engaged by the Master Association, by the owners association for any Condominium on the Property, and by Sileno Companies, Inc. or its affiliates in connection with the sale or lease of any dwelling units in any Phase or Condominium on the Property. The Office may be used by Sileno Companies, Inc. or its affiliates as above without charge, except as may be specifically agreed to in writing by such person. Except with respect to such Office uses, the use of Phase RF may be changed from time to time as determined by the Master Association. Declarant hereby reserves a non-exclusive easement over Phase RF and the Recreational Facilities in favor of Sileno Companies, Inc. for the foregoing purposes.

3. Creation of Master Association. Declarant has caused a limited liability company to be established under Wisconsin Statutes Chapter 183 to be known as "Overlook Lakes Master Association, LLC" (the "Master Association") for the purposes of and subject to the provisions of the Declaration and this Supplemental Declaration. The initial members of the Master Association are the owners of Phases I, II and III and Overlook Lakes Condominium Association, Inc. ("Condominium Association"); such persons intend that each member of the Master Association (each, a "Member") will own a Phase improved with a building for multiple residential uses or be a condominium association for a Condominium, and such persons desire that all Phase owners and Condominium associations be Members. Declarant and the Master Association intend that Phase RF will be conveyed to the Master Association by quit claim deed, subject to this Supplemental Declaration and all other matters of title which may apply to Phase RF. Although they are intended to supplement each other, in the event of a direct conflict between the terms hereof and the terms of the Master Association's Operating Agreement, the Operating Agreement shall control.

4. Construction of Improvements on Phase RF. Overlook Lakes Condominium of Greendale, LLC ("OLCG") has caused plans and specifications to be prepared for the

installation of the initial Recreational Facilities, and has caused construction thereof to be commenced on Phase RF. The Master Association shall accede to such plans and specifications and all contracts for the installation thereof, and the Master Association shall cause construction to be promptly completed substantially in accordance therewith. Declarant and OLCG make and have made no representations or warranties with respect to (a) the adequacy of the plans for the Recreational Facilities for any purpose, (b) any aspect of the construction, whether performed by or on behalf of Declarant, OLCG or the Master Association, or (c) the value, utility, adequacy, zoning, or any other aspect of the land contained in Phase RF; neither the Master Association nor any Member thereof (as defined below) nor any user of the Recreational Facilities shall have any claim against Declarant or OLCG or any of their agents, partners, affiliates or employees thereof arising out of the plans and specifications or such construction and installation. The Master Association accepts all risk with respect to such matters.

5. Assessments and Potential Liens. The Master Association shall annually adopt a budget of its anticipated annual revenues and expenses, and based thereon shall levy an assessment against each member thereof, as set forth in the Operating Agreement of the Master Association. Declarant reserves the right to record in the future another Supplemental Declaration which in substance describes a method for imposing upon the Phases and Condominiums liens for the payment of Master Association assessments and the manner of enforcement thereof.

6. Powers of the Master Association. The Master Association shall have the following powers:

a. The Master Association shall be responsible for the operation, regulation, repair, replacement and future development of Phase RF, consistent with the terms and conditions of this Supplemental Declaration.

b. The Master Association may enter into contracts, employ persons, acquire personal property, install fixtures or other improvements, obtain insurance, commence lawsuits, and generally take any action deemed reasonable by its Board of Directors in connection with the purposes expressed herein.

c. The Master Association may adopt reasonable rules and regulations concerning the use of the Recreational Facilities by tenants of members, unit owners or occupants and their families, guests of any of the foregoing, and the public ("Rules"). Such Rules may distinguish between types of users provided that the Rules shall be the same for all tenants in Phases and unit owners in the Overlook Condominium or any other subsequent Condominium. Reasonable efforts shall be made to distribute copies of all Rules to persons authorized to use the Recreational Facilities ("Authorized Users"). The Rules may include circumstances under which the Master Association may suspend access to an otherwise Authorized User based upon some circumstances which are set forth in the Rules (which may be a general statement, such as a

restriction on dangerous use of the Recreational Facilities). The rules may include a user fee consistent with the foregoing, or a fine for a violation of the Rules. Issues regarding interpretation or enforcement of the Rules will be considered and decided by the Master Association.

d. The Master Association may also adopt Rules relating to the administration of the Master Association, such as the collection of assessments.

7. Limitations on Powers. The Master Association shall have the responsibility for administration and maintenance of the Gateways, including the non-structural identification walls located near the entrances to the Property. The Master Association is granted an easement for such purpose over the adjacent areas reasonably necessary to fulfill such duties. Declarant reserves the right to designate additional responsibilities, as provided in the Master Declaration, in one or more subsequent recorded Supplemental Declarations.

8. Easements. For purposes of facilitating the use of the Recreational Facilities, Declarant, acting under Section 7(b) of the Declaration, hereby establishes and declares:

a. A permanent non-exclusive easement over Woodbridge Drive, as shown on the plat of Overlook Condominium, for pedestrian and vehicular ingress and egress to Phase RF by Authorized Users.

b. A permanent easement under the portions of the common elements of the Overlook Condominium described on the attached Exhibit C, for installation, maintenance and replacement of water, sewer, gas, cable and telephone utilities to service Phase RF, in accordance with and subject to Section 7(b) of the Declaration. The Condominium Association shall take no action to shut-off or impair such easement or the use of such utilities. The Condominium Association shall not be liable for temporary interruptions of service not caused through its own negligence or willful misconduct.

9. Temporary Termination of Use for Non Payment. In addition to any other remedy for the collection of assessments as set forth in Section 5 above, if an assessment is not paid within 20 days after written notice thereof is given to the Member, then the Master Association may, without further additional notice to such Member or any other person, terminate the right of such Member and such Member's tenants, invitees, or condominium unit owners and occupants to use the Recreational Facilities. Such termination may be for such period of time as the Master Association shall determine, but shall not extend after the date on which such Member pays to the Master Association all amounts then due as set forth in such notice, plus any amounts incurred by the Master Association for reasonable legal fees in connection with issuing such notices and taking action under this Section. The Master Association may impose such additional restrictions or limitations on the temporary termination as it may deem prudent. The Master Association may take reasonable measures to implement such temporary termination at the site of the Recreational Facilities or by giving

notice to Authorized Users reasonably expected to be affected by such temporary termination, or both. The Master Association, and its agents and employees, is responsible only for the exercise of good faith in giving such notices; the effect thereof and the implementation of this special remedy. The Master Association and its agents and employees shall not be responsible for consequential or special damages for any action so taken or refrained from being taken.

10. Termination of Master Association on Certain Circumstances. If the entire Property (except for Phase RF) is brought into the Overlook Condominium, such that there are no Members other than the Condominium Association, the Master Association may at its option require that Phase RF be conveyed to the Condominium Association or be expanded into the Overlook Condominium as further common elements under the Condominium Declaration, and may consequently cause the termination of the Master Association.

11. No Effect on Powers and Rights of Declarant under the Declaration. The execution and implementation of this Supplemental Declaration does not affect the right of the Declarant to act under the Declaration or exercise any of its other rights under the Declaration, including without limitation, the development of other common facilities, the designation of future Phases or Condominiums, or assignments of its various rights under the Declaration.

12. Termination. Except as provided in Section 8 above, this Supplemental Declaration may be terminated only with the written consent of all of the Members. Upon termination, the powers granted herein to the Master Association shall remain in effect for purposes of disposing of the Recreational Facilities and winding up the affairs of the Master Association.

13. Notices. Notices which are required or permitted hereunder shall be deemed given if sent by United States certified mail, return receipt requested, sent by national overnight courier service, or sent by personal delivery. Notices may be sent to the address of the Member last appearing on the books and records of the Master Association, or, as an alternative with respect to Phase Members, to the address of the Member last appearing on the records of the Treasurer of the Village of Greendale for real estate tax purposes.

14. Construction and Effect.

a. Binding Effect. This Supplemental Declaration is intended to run with the land and shall be binding upon and inure to the benefit of the respective members, their successive owners, tenants, Condominium associations and residents of the Property.

b. Amendments. This Supplemental Declaration may be amended in accordance with Section 14 of the Declaration.

c. Severability. The provisions of this Supplemental Declaration are severable, so that the invalidity of any one section will not affect the validity of the remainder of this Supplemental Declaration.

d. Liberal Construction. The provisions of this Supplemental Declaration shall be liberally construed so as to promote the development, use, and common governance of Phase RF.

e. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

f. Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

g. Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

h. Remedies. All remedies herein are cumulative.

i. Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

Overlook Lakes Group LLP

By: James A. Sileno
James A. Sileno, Managing Partner

The foregoing is accepted and agreed to as of May 5th, 1998. The Condominium Association joins in the granting of the easements in Section 8 above, pursuant to Wisconsin Statutes Section 703.15(b)(5).

Overlook Lakes Apartments - Phase II, LLP

By: James A. Sileno
James A. Sileno, Managing Partner

By:

John S. Sileno

John S. Sileno, Managing Partner

Overlook Lakes Condominium Association, Inc.

By:

James A. Sileno

James A. Sileno, President

Overlook Lakes Master Association, LLC

By:

James A. Sileno

James A. Sileno, Authorized Signatory

Elizabeth Hintz

Elizabeth Hintz (for the portion known as
Overlook Lakes Apartments - Phase I)

The undersigned joins in the granting of the easements in Section 8 above, pursuant to Section 13.2 of the Condominium Declaration.

Overlook Lakes Condominium of Greendale, LLC

By: James A. Sileno
James A. Sileno, Manager

By: John S. Sileno
John S. Sileno, Manager

Signatures of James A. Sileno and John S. Sileno authenticated this May 5, 1998.

Hal Karas
Hal Karas
Member, State Bar of Wisconsin

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 7th day of May, 1998, the above named Elizabeth Hintz, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Kim Shapiro
Notary Public, Wisconsin
My Commission: expires 6-03-01

Attachments:

Exhibit A Description of Property
Exhibit B Description of Phase RF
Exhibit C Description of Utility Easement

This instrument was drafted by:

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

\\slf\client\72176\X066\qjb\112.w3204.2539

EXHIBIT "A"

PARCEL 1

All that part of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said SW 1/4 Section; thence S 87° 23' 00" E, along the South line of said SW 1/4 Section, 479.00 feet; thence N 3° 45' 00" E, 65.01 feet to the place of beginning of the lands to be described; thence S 87° 23' 00" E along a line parallel to and 65 feet distant from the South line of said SW 1/4 Section, 1588.77 feet; thence N 1° 11' 12" E, 849.53 feet to a point on the Southerly line of Milwaukee County Park Lands; thence N 44° 36' 17" W along said Park Lands 146.45 feet; thence Northwesterly 927.79 feet along said Park Lands along the arc of a circle whose center is to the Southwest, whose radius is 1830.10 feet and whose chord bears N 59° 07' 41" W, 917.88 feet; thence westerly along said Park Lands 782.23 feet along the arc of a circle whose center is to the South, whose radius is 2784.90 feet, and whose chord bears N 81° 41' 53" W, 779.66 feet; thence Westerly along said Park Lands 305.88 feet along the arc of a circle whose center is to the South, whose radius is 1070.48 feet and whose chord bears S 82° 04' 10" W, 304.84 feet; thence S 73° 53' 01" West along said park lands, 28.91 feet; thence N 75° 42' 00" W, 4.02 feet to a point on the East right-of-way line of South 92nd Street; thence S 11° 42' 36" E. along said East line 162.26 feet; thence Southeasterly along said East line 117.15 feet along the arc of a circle whose center is to the West, whose radius is 434.15 feet and whose chord bears S 3° 58' 48" E. 116.79 feet; thence S 3° 45' 00" W along said East line along a line parallel to and 55 feet distant from the West line of said SW 1/4 Section 822.23 feet; thence S 87° 23' 00" E, 423.99 feet; thence S 3° 45' 00" W, 300.99 feet to the place of beginning. Said lands containing 57.229 acres.

Tax Key No. 652-9998-002

and

PARCEL 2

All that part of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said SW 1/4 Section; thence S 87° 23' 00" E along the South line of said SW 1/4 Section, 304.00 feet; thence N 3° 45' 00" E, 65.01 feet to the place of beginning of the lands to be described; thence S 87° 23' 00" E along a line parallel to and 65 feet distant from the South line of said SW 1/4 Section, 175.00 feet; thence N 3° 45' 00" E, 300.99 feet; thence N 87° 23' 00" W, 175.00 feet; thence S 3° 45' 00" W, 300.99 feet to the place of beginning. Said lands containing 1.209 acres.

Tax Key No. 652-9997

EXHIBIT "B"

RECREATIONAL FACILITY

Parcel 2 of CERTIFIED SURVEY MAP NO. 6233 being a redivision of Parcel 2 of Certified Survey Map No. 6207 being a part of the SE 1/4 and SW 1/4 of the SW 1/4 of Section 28, T 6 N, R 21 E, in the Village of Greendale, Milwaukee County, Wisconsin, recorded on June 14, 1996 on Reel 3820, Images 1116-1118 of Certified Survey Maps as Document No. 7238796.

LEGAL DESCRIPTION

That part of Parcel 1 of Certified Survey Map No. 6233 (which is also a part of the General Common Elements of Overlook Lakes Condominium) in the SW 1/4 of Section 28, T6N, R21E, Village of Greendale, Milwaukee County, Wisconsin, shown and depicted on the attached map as "San. Sew. & Water Lateral Easement", and bounded as follows: On the west by the easterly line of the 50 foot private road easement known as future Woodbridge Drive; on the south by the north line of Parcel 2 of CSM 6233; on the east by the east line of the "San. Ease. Added 4/22/98" depicted on the attached map; and on the north by a line perpendicular to the east boundary and located 85 feet north of the intersection of the south and east boundaries of this easement (where the map indicates a width of "10'" relating to the San. Ease. Added 4/22/98). In the event of a minor encroachment of a utility line outside of the boundaries described above, the easement area will be deemed to include additional area to accommodate the actual placement of the utility line.

conflict: 7213620084021804 w57

