

DISCLOSURE MATERIALS

FOR

GAZEBO CONDOMINIUMS

Greenfield, Wisconsin

Declarant:

WEBER HOMES INC.

3150 W. Pilgrim Road

Brookfield, WI 53005

Declarant's Agent:

TRACY T. WEBER

NOTICE

THESE ARE THE 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.

**DECLARATION
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DECLARATION OF CONDOMINIUM
OF
GAZEBO CONDOMINIUMS

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

WITNESSETH

Declarant owns certain real property (the "Property"), described on Exhibit A.. Declarant intends to improve the Property by constructing thereon a total thirteen buildings (the "Buildings"), containing fifty four (54) condominium units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium".

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

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

NOW THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements thereon or to be constructed thereon, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions,

restrictions, conditions, easements, and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE UNITS

Declarant divides the Condominium into the following separate units:

1. Fifty Four (54) separately designated and legally described units, (collectively called the "Units" and individually called a "Unit"), consisting of the spaces, areas, or improvements contained within the boundaries of each such Unit as described on Exhibit D.

2. An undivided interest in the "Common Elements" of the Condominium as hereinafter described.

ARTICLE II.

DESCRIPTION AND LOCATION OF THE BUILDING AND UNITS

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

1. THE BUILDINGS. Fourteen buildings will be constructed, designated as 1, 2, 3, 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11 and 12 on the site plan attached as Exhibit B. There are six (6) 3-Unit 2-story buildings, six (6) 4-Unit, 2-story buildings, and two (2) six-Unit, two story buildings.

2. UNITS. The buildings will contain fifty-four (54) units, as follows:

- a. Ten (10) 2 Bedroom, 2 bath and Great Room, units of approximately 1,769 square feet each.

b. Twenty-two (22) 2 bedroom, 2 bath and den units of approximately 1,546 square feet each.

c. Twenty-two (22) 2 bedroom, 2 bath units of approximately 1,320 square feet each.

d. There are 54 indoor, 2-car garages, one such garage being a part of each unit.

e. Each unit consists of the area having outer boundaries formed by the interior undecorated surfaces of (i) exterior perimeter walls, (ii) walls in common with other units, (iii) ceilings, floors and foundations of the buildings; the space within the garage; all windows and doors including door and window frames and glass, overhead garage doors, locks, and all mechanical and utility installations which exclusively service the unit, all as depicted in the floor plans attached as Exhibit D.

4. There are 118 outside guest parking spaces, which are part of the common elements.

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

Each Unit shall be separately metered for utilities, except for water, which shall be a common expense of the Condominium. Trash and snow management, general landscaping, and maintenance shall be common expenses of the Condominium.

ARTICLE III.

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

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

Elements . The Limited Common Elements are any entrances, mailboxes, stoops, decks or patios appurtenant to each unit, and also the driveway apron extending from the common drive to the garage entrance.

Ownership of each unit includes an undivided 1/54 interest in the common elements.

ARTICLE IV

CONDOMINIUM ASSOCIATION

1. ADMINISTRATION. Contemporaneously with or prior to the first conveyance of a unit to a purchaser, Declarant shall establish a non-stock, non-profit corporation known as "Gazebo Condominium Owners' Association, Inc." The Association shall administer the Condominium acting through its Board of Directors, which shall be appointed and/or elected as provided in this Declaration and the By-Laws. Pending establishment of the designated Association, Declarant shall govern the condominium, and all powers of the Association shall be executed by Declarant.

2. MEMBERSHIP and VOTING. Each unit owner shall be a member of the Association and membership shall commence and terminate with ownership. In case of mutple ownership of a unit, there shall be but one vote per unit. The manner of casting ballots shall be set forth in the By-Laws. The transfer of control of the Association from Declarant to the other Owners is set forth in Article X hereof.

3. MANAGEMENT. The Association may 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. Any such agreement must be terminable without cause upon ninety (90) days notice without payment of any penalty and the term of such agreement may not exceed three (3) years.

4. BUDGET and ASSESSMENTS. The Association shall

annually adopt a budget of common expenses and levy assessments as provided in their Declaration and in the By-Laws. The budget shall provide for the funding of an adequate replacement reserve out of regular assessments. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents. The Board may adopt a rule to impose uniformly enforced charges for Association-provided services related to transfer of Units.

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

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

7. RIGHTS OF MORTGAGEES. Any First mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit owner to pay such assessment is not hereby extinguished.

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

9. RIGHT OF ENTRY. The Association shall have an irrevocable right and an easement to enter units to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium.

ARTICLE V.

MAINTENANCE, ALTERATION, AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by conditioning systems for the Unit, fixtures, appliances, water heater, equipment, locks in windows and doors; (b) paint and decorate the Unit; (c) keep the patio, deck, or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees, or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit owner

if within this section.

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

3. Structural Changes by Owners. An owner of a Unit shall make no changes regarding the structure or appearance of the Unit without prior approval of the Declarant or the Association, their respective heirs, successors, or assigns.

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

ARTICLE VI

MAINTENANCE OF POND

The Declarant and the Association agree to maintain the pond as the same is described in the Developer's Agreement as approved by the City of Greenfield.

ARTICLE VII

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each unit shall be occupied and used only for private dwelling purposes by the unit owner and immediate family, and for no other purposes. Rental of the units shall not be allowed. No trade or business shall be carried on anywhere within the condominium, except as otherwise provided herein.

2. Pets. No animals, reptiles, or birds shall be permitted within the Condominium, except as hereinafter set forth. The Association may issue a permit for the keeping of any pets. Such permit shall allow the keeping of pets in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance, or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash at all times while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.

3. No Obstructions. No owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no junked, inoperative, or unlicensed vehicles, and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles, or the like shall not be stored, parked, or placed on the Condominium. Licensed boats, boat trailers, vans (other than mini-vans), and trucks may be stored, parked, or placed on the Condominium provided that they are so stored, parked, or placed only in a garage and further provided that such storing, parking, or placing does not cause an automobile or mini-van to be parked outside of

a garage when but for the storing, parking, or placing of the other vehicle, the automobile could have been parked in the garage. No vans (other than mini-vans) or trucks may be stored, parked, or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon, or otherwise block the access to or exit from another Unit or the approach thereto. No changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association. Common Element parking areas shall be used by guests only.

4. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, or elsewhere.

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

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

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

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

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

10. Outdoor Appearance. No clothes or other articles shall be hung outdoors or from the window of the buildings, or draped over railings, for any such purpose whatsoever unless such clothing or articles are completely concealed from public view. Patio umbrellas and other outdoor furniture may be used by the Owners, provided that the color of same is inoffensive and neutral, as determined by the Architectural Review Committee in its sole and absolute discretion.

11. Parking Areas. Parking areas, including driveways and roadways on which parking is allowed, but not including garages, shall be used only for the parking of private passenger automobiles and vans used exclusively for personal use and which do not bear any commercial signs or advertisements. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period, and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped, cleaned, snow therefrom, or for similar purposes.

12. Vehicle Repair. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

13. Vehicle Noise. All motorcycles and motor vehicles, including but not limited to, Mopeds and All Terrain Vehicles (ATV) shall be maintained so as not to produce offensive or vociferous noises, as determined by the Board of Directors in its sole discretion.

14. Acts Affecting Insurance. No Unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XV hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit owner, as permitted by the provisions of Article XV hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit owner of that particular Unit shall reimburse the Association and such other Unit owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit owners, as the case may be. The amount of any such reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

15. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules, and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements.

ARTICLE VIII

RECONSTRUCTION AFTER LOSS

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

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

ARTICLE IX

INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurance replacement value, with "agreed amount," "inflation guard," "special condominium," and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use.

In addition, any fixtures, equipment, or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the owners of Units and their mortgagees as their interests may appear, provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article XIV hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; but no owner of a Unit shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgage clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

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

3. Cost; Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association and each Unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused, including such losses as may be due to negligence of such

other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

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

ARTICLE X

RIGHTS OF DECLARANT

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

2. Prior to conveyance of 25 percent (25%) of the Interests to purchasers, the Association shall hold a meeting and the Owners other than Declarant shall elect at least 25 percent (25%) of the Board of Directors.

3. Prior to conveyance of 50 percent (50%) of the Interests to purchasers, the Association shall hold a meeting and the Owners other than Declarant shall elect at least 33 1/3 percent (33 1/3%) of the Board of Directors which may include the Director elected under 2. above. For example, if the Board is comprised

of three (3) Directors, the election of one director pursuant to 2. shall also satisfy the requirements of this subsection and no additional special meeting need be held nor additional director elected under this Section 3.

4. No later than 45 days after the expiration of any period of Declarant control, the Association shall hold a meeting and the Unit Owners shall elect an Executive Board of at least Three (3) Directors and Officers of the Association. The Directors and Officers shall take office upon election.

5.. Other Rights. Pending the sale of all of the Units on the condominium, Declarant, or its successors and assigns acting alone:

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

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

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through or across the Common Elements for ingress and egress to and from the

Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

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

e. During the period of Declarant control, the Declarant shall establish the annual budget for those expenses and activities for which the Association is responsible, on a cost basis, without regard to the establishment of reserves. Declarant shall pay such expenses, with individual Unit Owners contributing thereto according to their percentage interest in the common elements.

ARTICLE XI

AMENDMENT OF DECLARATION

This Declaration may be amended by a vote of not less than seventy-five percent (75%) of the Unit Owners and their respective mortgagees. No amendment shall become effective until the certificate setting forth such amendment, signed by two of the Officers of the Association, stating that the required number of Unit Owners have adopted the same is recorded in the Office of the Register of Deeds in and for the County of Milwaukee, State of Wisconsin.

ARTICLE XII
REGISTERED AGENT

The initial Registered Agent for service of process shall be:

Tracy T. Weber
3150 W. Pilgrim Road
Brookfield, WI 53005

Executed this 30 day of December, 1998 by Declarant.

Weber Homes, Inc.

By: Tracy T. Weber
Tracy T. Weber

State of Wisconsin

Milwaukee County

Personally came before me this 30 day of December, 1998 the above named Tracy T. Weber to me known to be the officers of said corporation and said persons who executed the foregoing instrument acknowledged the same.

Karen J. Campanelli

Notary Public

Milwaukee County, Wisconsin

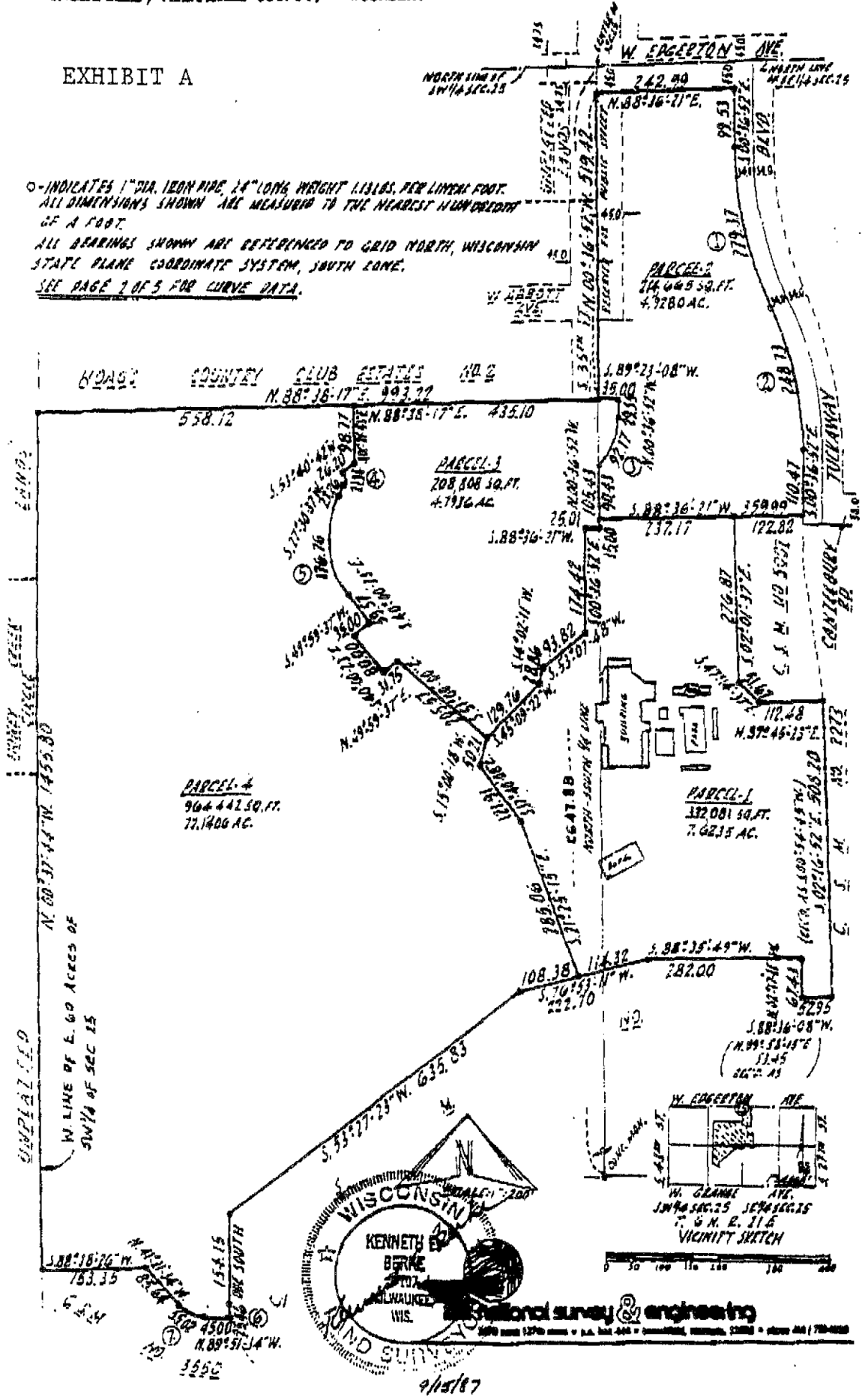
My commission expires:

This instrument drafted by
Attorney David J. Hughes

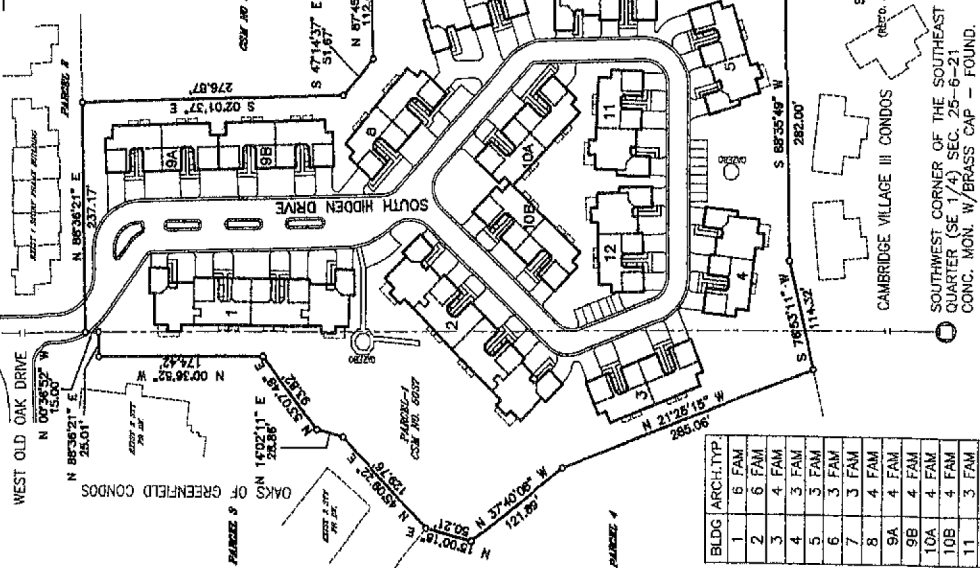
BEING A DIVISION OF PART OF THE NW 1/4 AND THE SW 1/4 OF THE SE 1/4 AND THE NE 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 25, T 6 N, R 21 E, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT A

○ INDICATES 1" DIA. IRON PIPE 24" LONG WRIGHT 113161 PER LINEAL FOOT.
 ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
 ALL BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
 SEE PAGE 2 OF 5 FOR CURVE DATA.

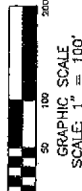
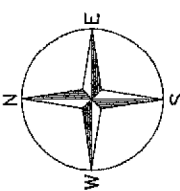


NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) SEC. 25-6-21 CONC. MON. W/BRASS CAP - FOUND.



GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN



LEGEND:
○ INDICATES CONCRETE MONUMENT
○ INDICATES L.P. FOUND

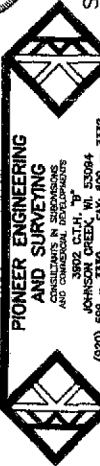
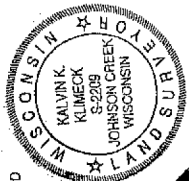
I, Kalvin K. Klimeck, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building as shown on the plat. This condominium plat is a correct representation of the MINIMUM and the identification and location of each unit and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual units described in this plat. The limited common elements are the patios or balconies which are adjacent to the units as indicated on the plat and the driveway aprons in front of the garage assigned to the unit as shown on the plat. The undersigned surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building(s) contained in the plat or the approximate dimensions of floor areas thereof.

SURVEYOR'S LEGAL DESCRIPTION:
Being a subdivision of Parcel 1 of C.S.M. No. 5037, recorded as Document No. 6121322, Milwaukee County Register of Deeds Office, being a division of part of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Northwest Quarter (NE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin. SUBJECT TO SANITARY SEWER EASEMENTS GRANTED TO THE CITY OF GREENFIELD AND WATER MAIN EASEMENTS GRANTED TO THE CITY OF MILWAUKEE.

BUILDING 1		UNIT D/LOWER	5301 SOUTH HIDDEN DRIVE
		UNIT F/UPPER	5303 SOUTH HIDDEN DRIVE
		UNIT C/LOWER	5305 SOUTH HIDDEN DRIVE
		UNIT B/LOWER	5307 SOUTH HIDDEN DRIVE
		UNIT E/UPPER	5309 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5311 SOUTH HIDDEN DRIVE
BUILDING 2		UNIT D/LOWER	5321 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5325 SOUTH HIDDEN DRIVE
		UNIT F/UPPER	5329 SOUTH HIDDEN DRIVE
		UNIT E/UPPER	5331 SOUTH HIDDEN DRIVE
		UNIT B/LOWER	5335 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5339 SOUTH HIDDEN DRIVE
BUILDING 3		UNIT D/LOWER	5361 SOUTH HIDDEN DRIVE
		UNIT B/UPPER	5363 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5365 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5367 SOUTH HIDDEN DRIVE
BUILDING 4		UNIT C/UPPER	5391 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5395 SOUTH HIDDEN DRIVE
		UNIT B/UPPER	5397 SOUTH HIDDEN DRIVE
BUILDING 5		UNIT C/UPPER	5390 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5394 SOUTH HIDDEN DRIVE
		UNIT B/LOWER	5398 SOUTH HIDDEN DRIVE
BUILDING 6		UNIT B/LOWER	5360 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5364 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5366 SOUTH HIDDEN DRIVE
BUILDING 7		UNIT B/LOWER	5330 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5334 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5336 SOUTH HIDDEN DRIVE
BUILDING 8		UNIT A/LOWER	5320 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5322 SOUTH HIDDEN DRIVE
		UNIT B/UPPER	5324 SOUTH HIDDEN DRIVE
		UNIT D/LOWER	5326 SOUTH HIDDEN DRIVE
BUILDING 9A		UNIT A/LOWER	5300 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5302 SOUTH HIDDEN DRIVE
		UNIT B/UPPER	5304 SOUTH HIDDEN DRIVE
		UNIT D/LOWER	5306 SOUTH HIDDEN DRIVE
BUILDING 9B		UNIT A/LOWER	5308 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5310 SOUTH HIDDEN DRIVE
		UNIT B/UPPER	5312 SOUTH HIDDEN DRIVE
		UNIT D/LOWER	5314 SOUTH HIDDEN DRIVE
BUILDING 10A		UNIT D/LOWER	5340 SOUTH HIDDEN DRIVE
		UNIT B/UPPER	5342 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5344 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5346 SOUTH HIDDEN DRIVE
BUILDING 10B		UNIT A/LOWER	5341 SOUTH HIDDEN DRIVE
		UNIT C/UPPER	5343 SOUTH HIDDEN DRIVE
		UNIT B/UPPER	5345 SOUTH HIDDEN DRIVE
		UNIT D/LOWER	5347 SOUTH HIDDEN DRIVE
BUILDING 11		UNIT C/UPPER	5380 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5384 SOUTH HIDDEN DRIVE
		UNIT B/LOWER	5386 SOUTH HIDDEN DRIVE
BUILDING 12		UNIT C/UPPER	5381 SOUTH HIDDEN DRIVE
		UNIT A/LOWER	5385 SOUTH HIDDEN DRIVE
		UNIT B/LOWER	5387 SOUTH HIDDEN DRIVE

NOTE:
AREAS INDICATED AS SOUTH HIDDEN DRIVE ARE PRIVATELY OWNED WITH RIGHTS GRANTED TO THE TRAVELING PUBLIC.

KALVIN K. KLIMECK - Wis Reg. No. S-2209
DATED THIS 25TH DAY OF JANUARY, 1999
FILE # D: 9819\CONDOPLAT



(414) 781-2897

OWNER: WEBER HOMES INC. in care of TRACY WEBER 3160 North Pilgrim Road, Brookfield, WI. 53005
This instrument prepared by KALVIN K. KLIMECK R.L.S. of PIONEER ENGINEERING AND SURVEYING.

GAZEBO, A CONDOMINIUM

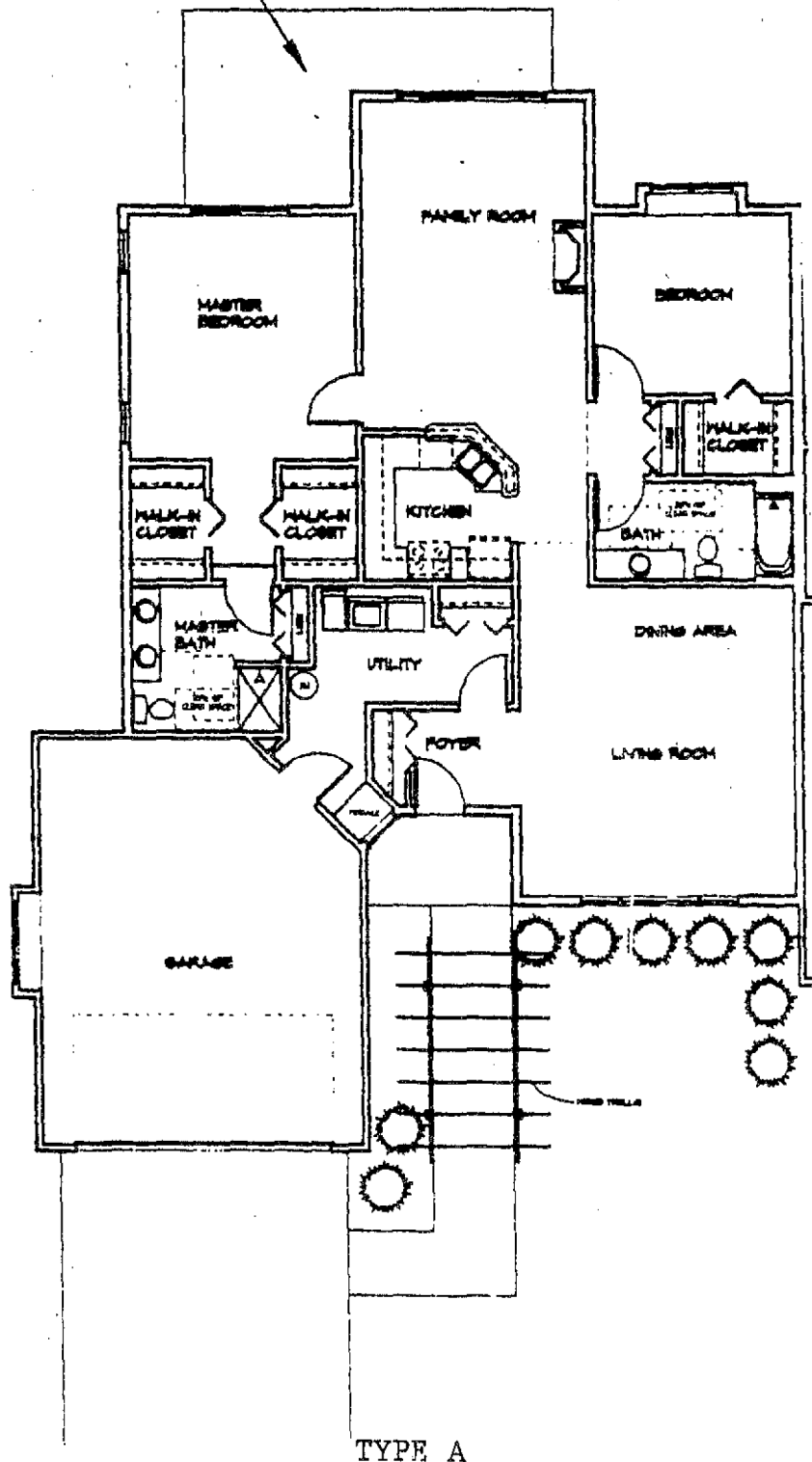
CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN

BUILDING 1	
UNIT D/LOWER	5301 SOUTH HIDDEN DRIVE
UNIT F/UPPER	5303 SOUTH HIDDEN DRIVE
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BUILDING 2	
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UNIT E/UPPER	5331 SOUTH HIDDEN DRIVE
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BUILDING 3	
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UNIT B/UPPER	5363 SOUTH HIDDEN DRIVE
UNIT C/UPPER	5365 SOUTH HIDDEN DRIVE
UNIT A/LOWER	5367 SOUTH HIDDEN DRIVE
BUILDING 4	
UNIT C/UPPER	5391 SOUTH HIDDEN DRIVE
UNIT A/LOWER	5395 SOUTH HIDDEN DRIVE
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BUILDING 5	
UNIT C/UPPER	5390 SOUTH HIDDEN DRIVE
UNIT A/LOWER	5394 SOUTH HIDDEN DRIVE
UNIT B/LOWER	5398 SOUTH HIDDEN DRIVE

BUILDING 6	
UNIT B/LOWER	5360 SOUTH HIDDEN DRIVE
UNIT A/LOWER	5364 SOUTH HIDDEN DRIVE
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BUILDING 10A	
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UNIT B/UPPER	5342 SOUTH HIDDEN DRIVE
UNIT C/UPPER	5344 SOUTH HIDDEN DRIVE
UNIT A/LOWER	5346 SOUTH HIDDEN DRIVE
BUILDING 10B	
UNIT A/LOWER	5341 SOUTH HIDDEN DRIVE
UNIT C/UPPER	5343 SOUTH HIDDEN DRIVE
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UNIT D/LOWER	5347 SOUTH HIDDEN DRIVE
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UNIT C/UPPER	5381 SOUTH HIDDEN DRIVE
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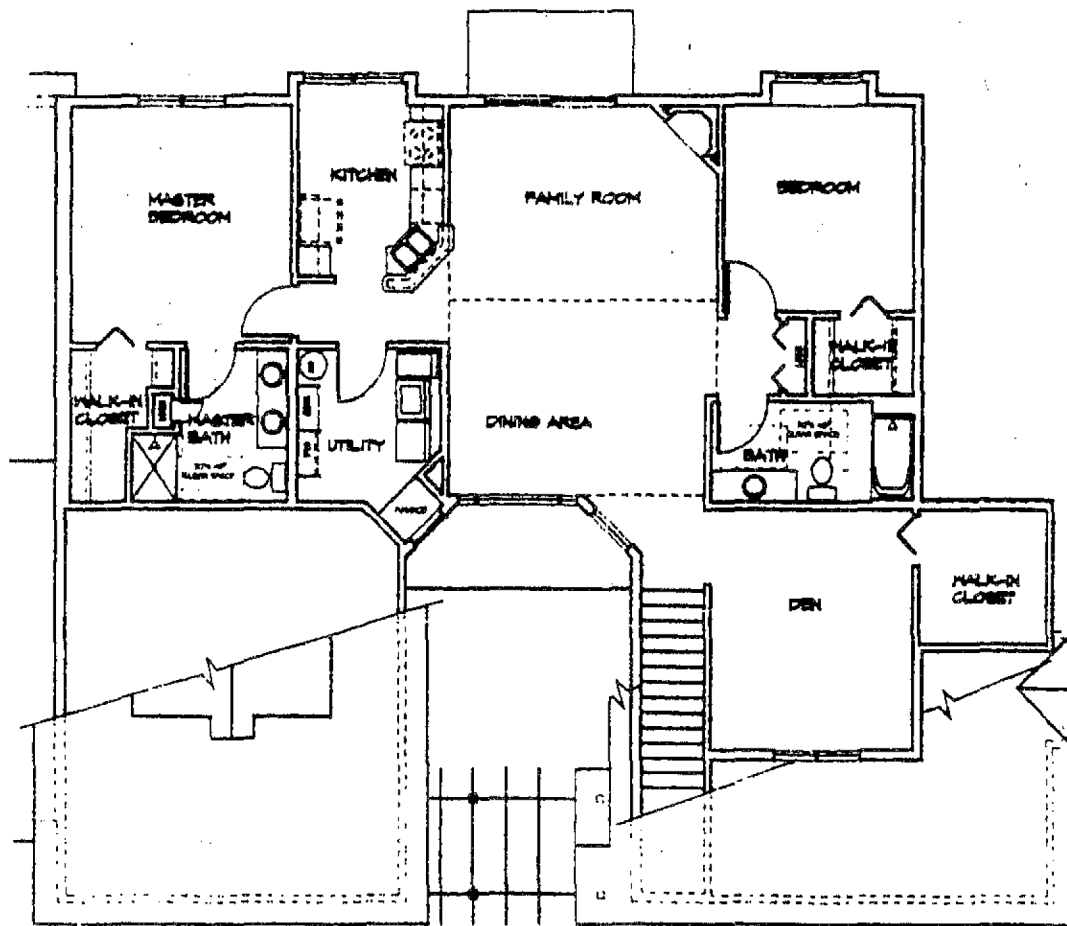
EXHIBIT C

EXHIBIT D: DESCRIPTION OF UNITS



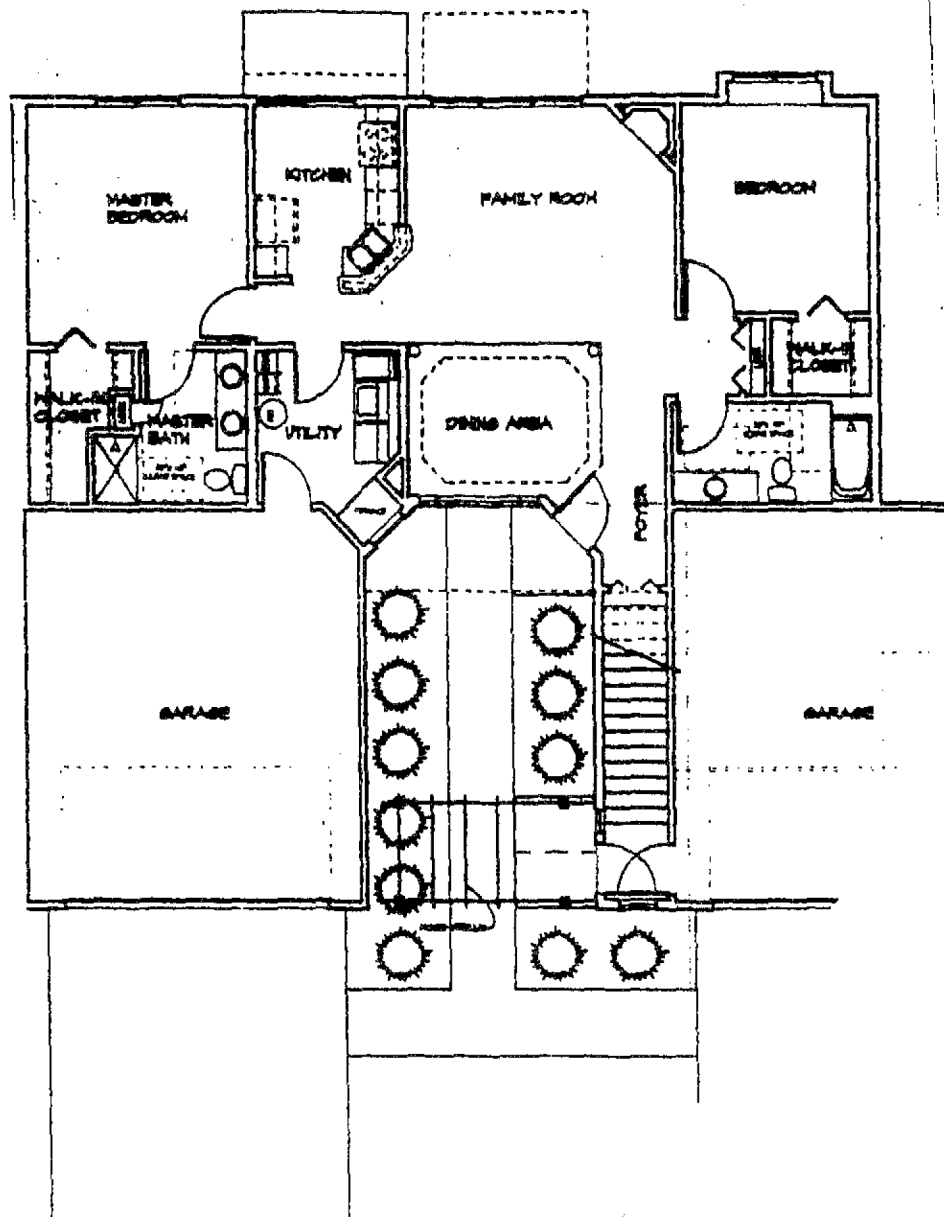
TYPE A

**GAZEBO CONDOMINIUM
FIRST FLOOR UNIT
2 BEDROOM, 2 BATH, GREATROOM**



TYPE B

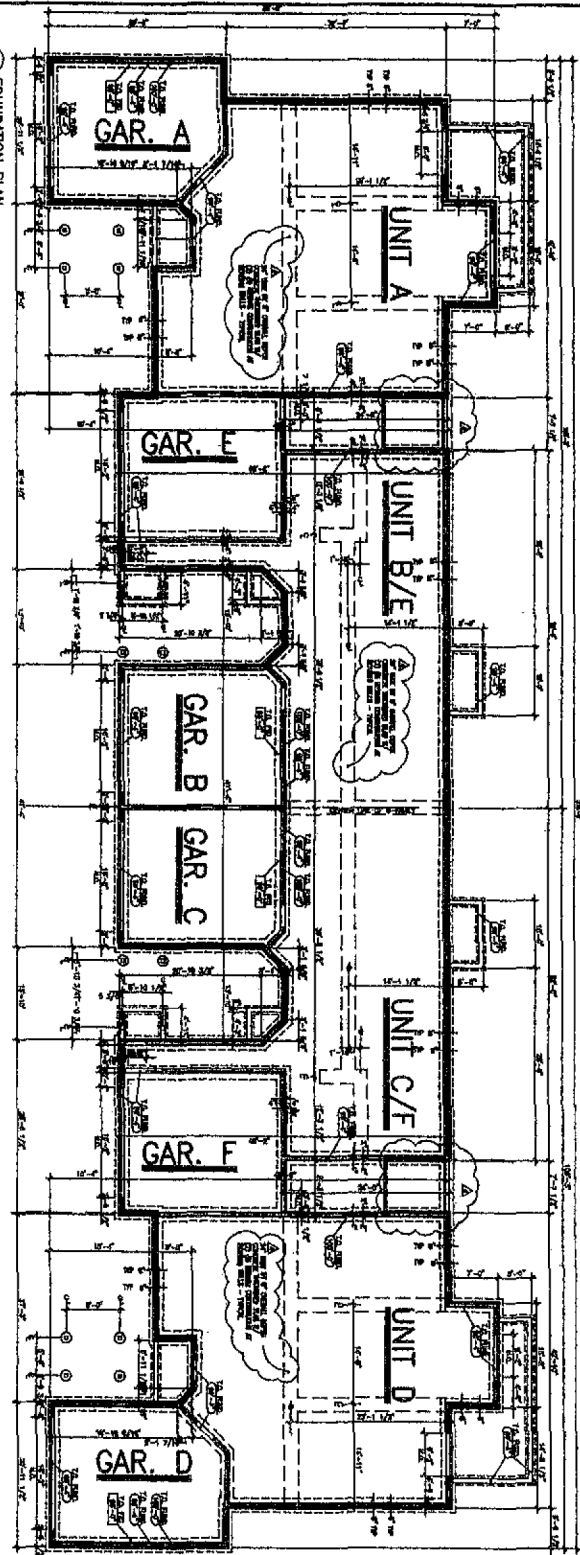
GAZEBO CONDOMINIUM
2 BEDROOM, 2 BATH, DEN



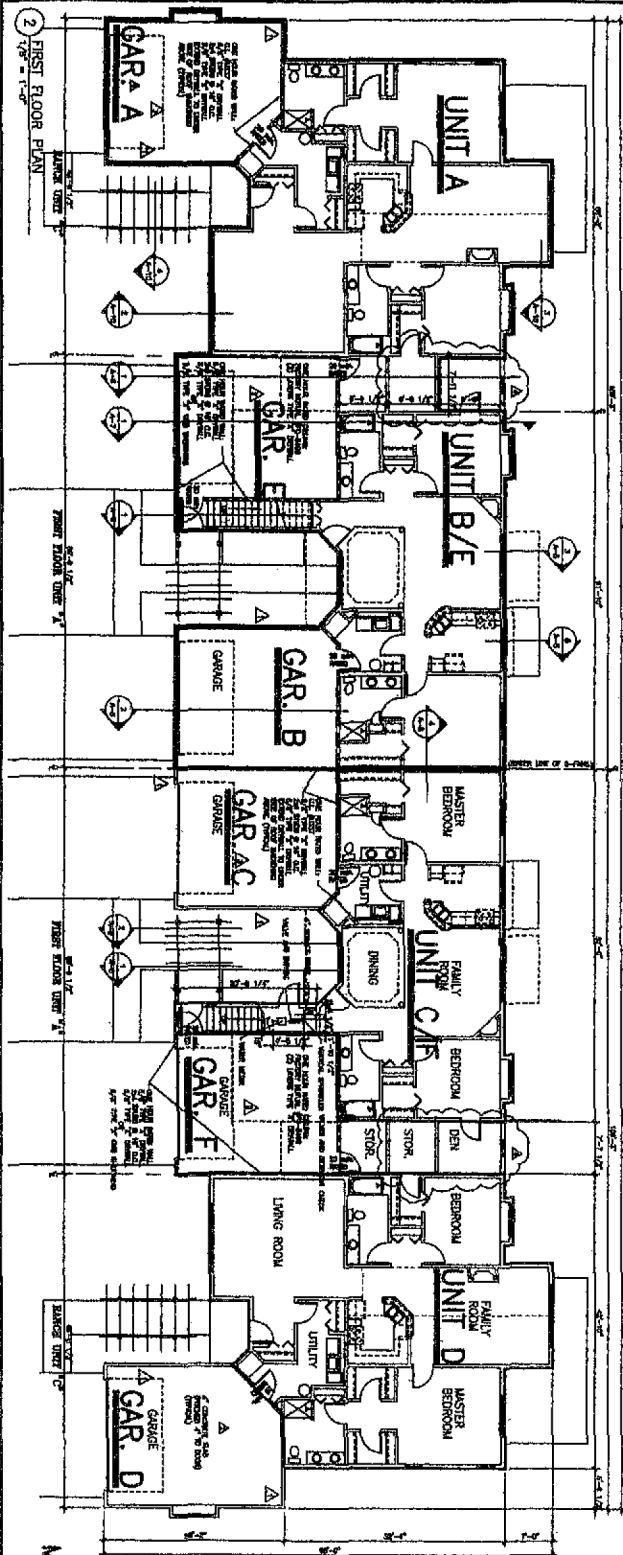
TYPE C

GAZEBO CONDOMINIUM

1 FOUNDATION PLAN
1/8" = 1'-0"



2 FIRST FLOOR PLAN
1/8" = 1'-0"



GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN

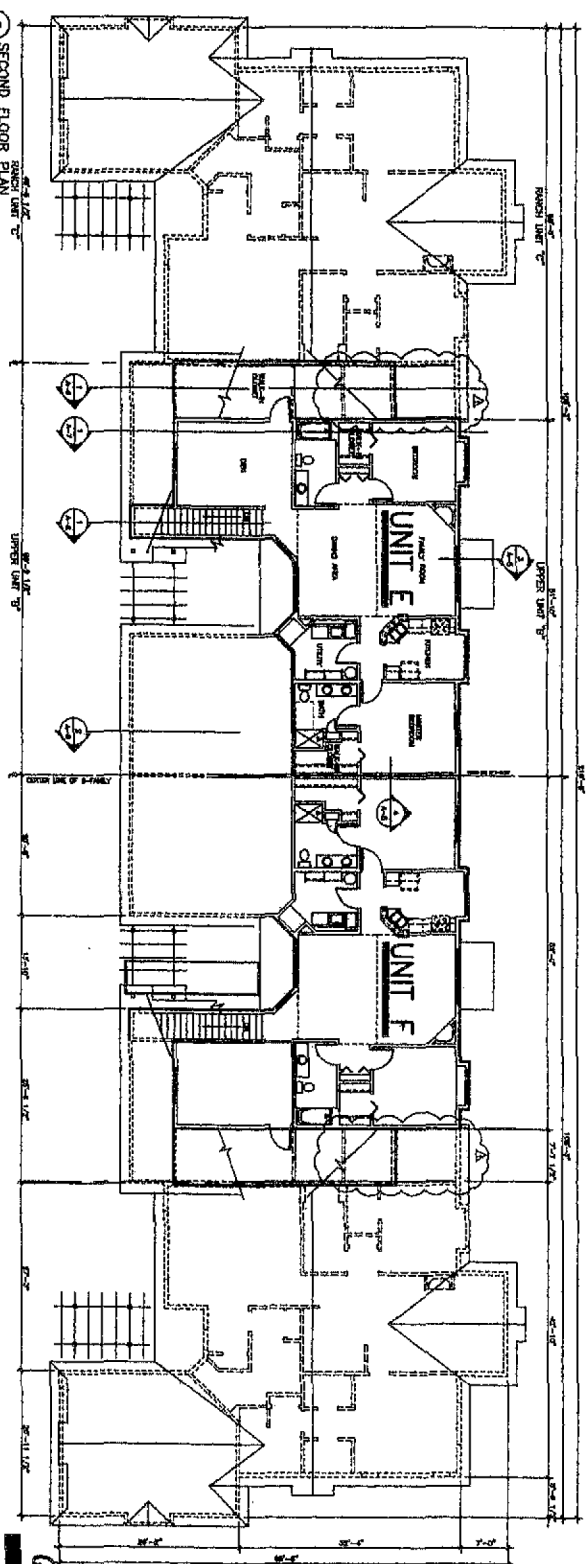
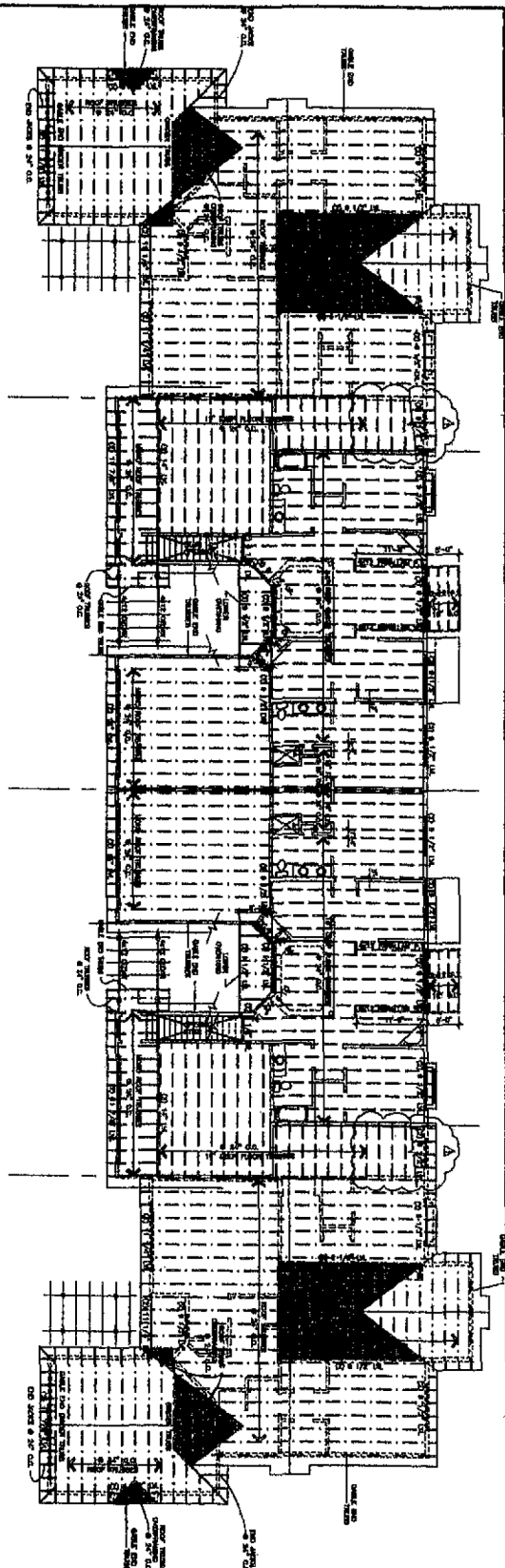
SHEET 4 OF 12

A-1

GAZEBO CONDOMINIUMS
FOR THE USE OF
MILWAUKEE COUNTY
FOUNDATION PLAN & FIRST FLOOR PLAN 6-FAMILY

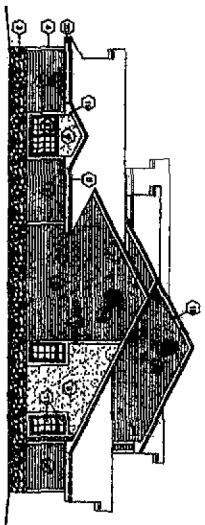
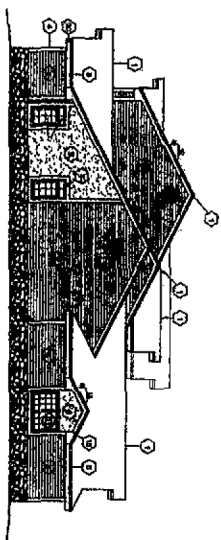
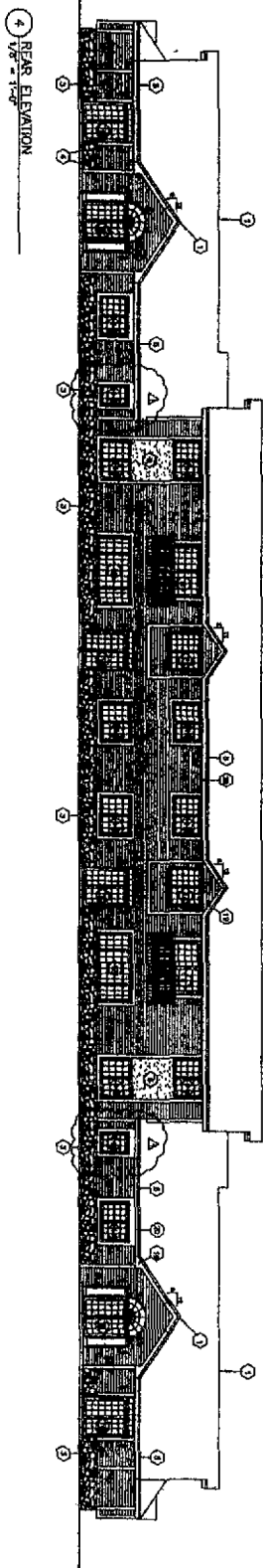
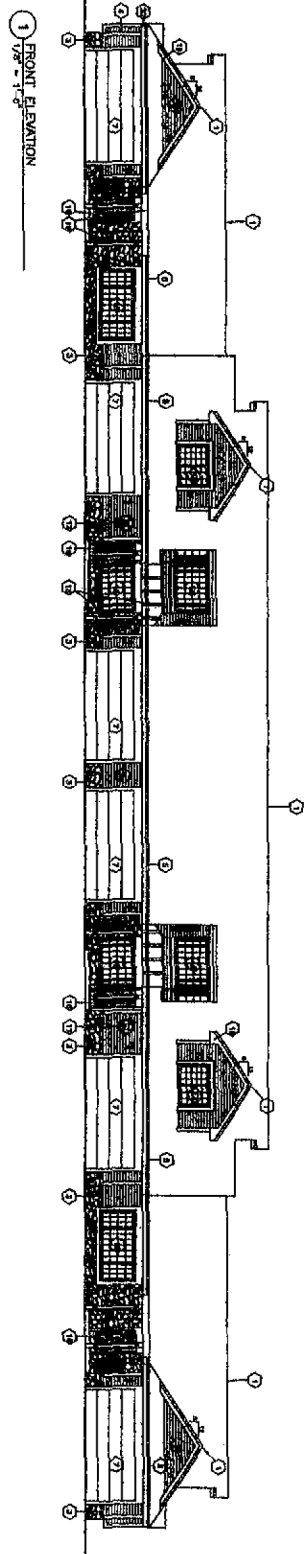
TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1200 CORNWALL ROAD
MILWAUKEE, WI 53071 (414)691-3400

REVISIONS
1. CORRECTION DRAWING 11 MAY 88
2. CORRECTION DRAWING 11 MAY 88
3. CORRECTION DRAWING 11 MAY 88
4. CORRECTION DRAWING 11 MAY 88



GAZEBO, A CONDOMINIUM

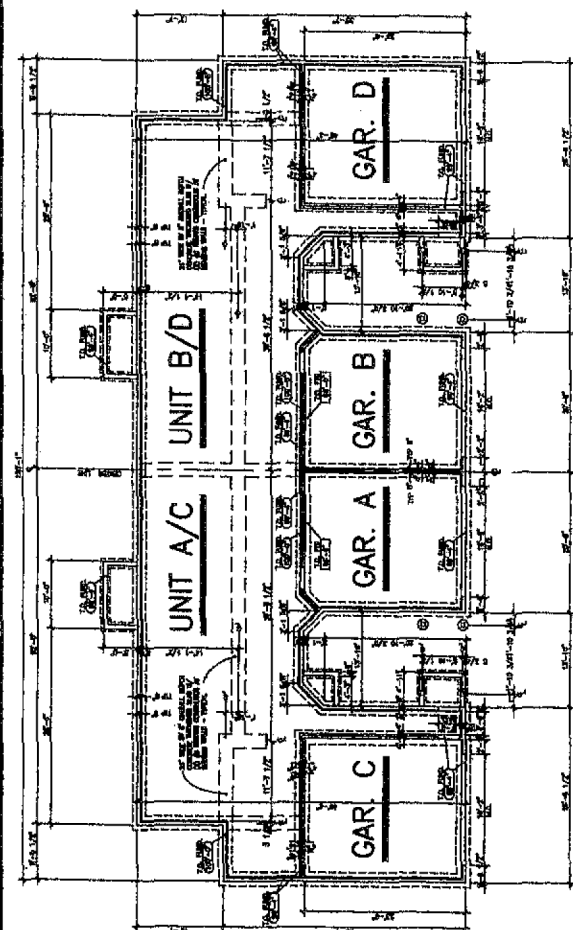
CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 5 OF 12



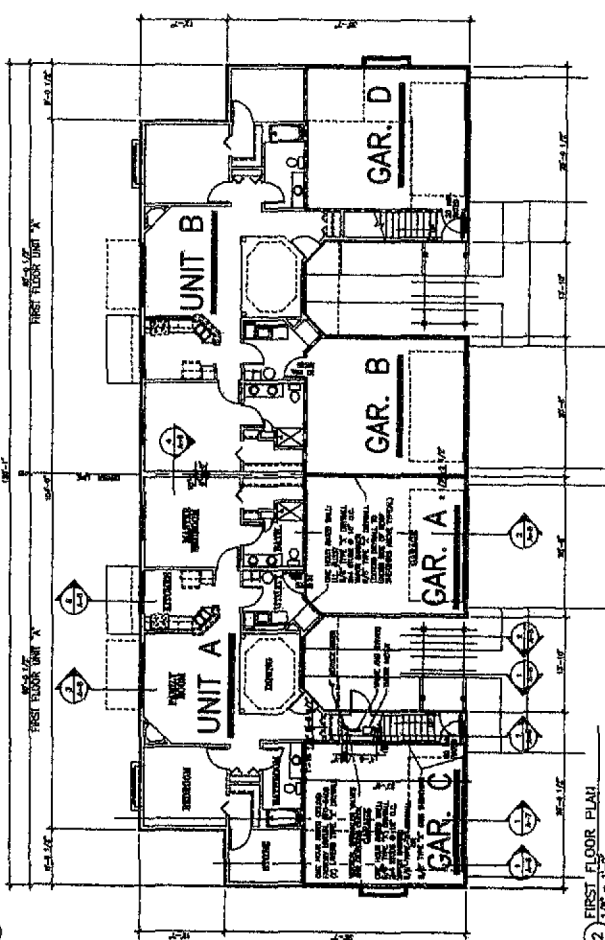
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100	PAINTED WHITE	

GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 6 OF 12



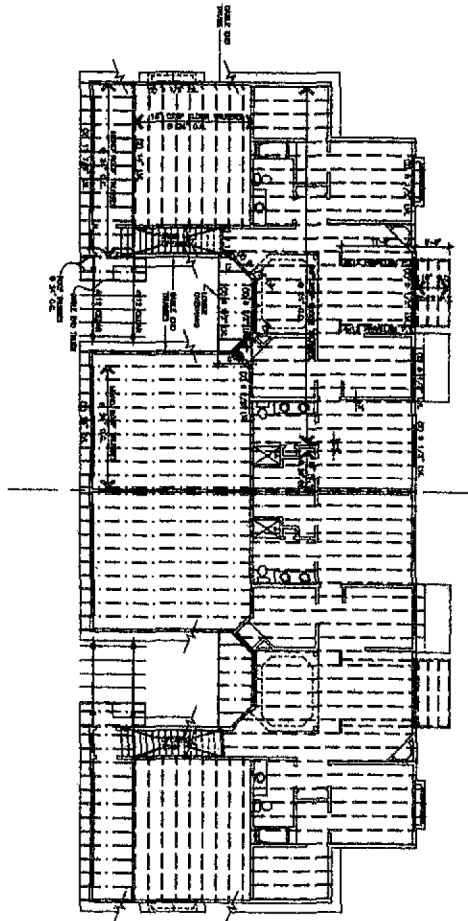
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1/8" = 1'-0"



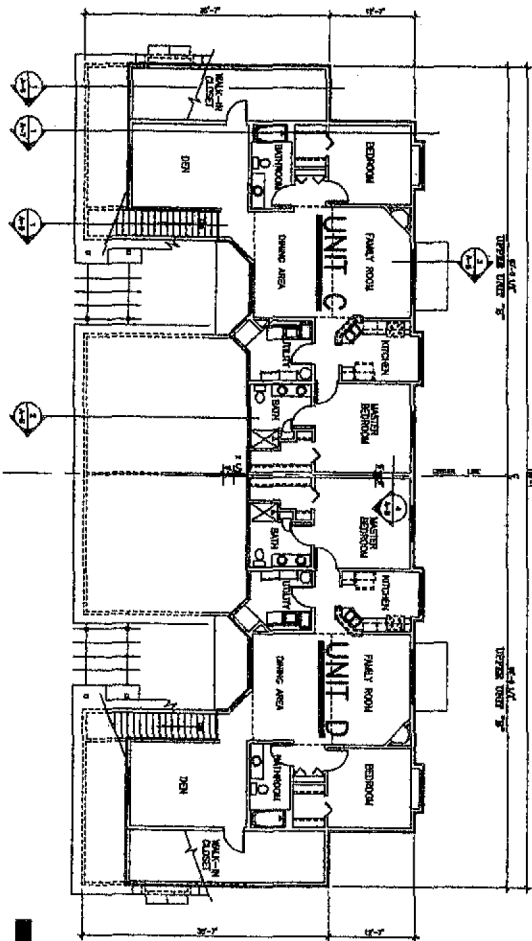
2 FIRST FLOOR PLAN
1/8" = 1'-0"

GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 7 OF 12



1 SECOND FLOOR FRAMING PLAN
1/8" = 1'-0"



2 SECOND FLOOR PLAN
1/8" = 1'-0"

GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 8 OF 12

SHEET
A-2

DATE
10-1-80

PROJECT
GAZEBO CONDOMINIUMS

BY
T.D.I. ASSOCIATES, INC.

DATE
10-1-80

PROJECT
GAZEBO CONDOMINIUMS

BY
T.D.I. ASSOCIATES, INC.

DATE
10-1-80

PROJECT
GAZEBO CONDOMINIUMS

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PROJECT
GAZEBO CONDOMINIUMS

BY
T.D.I. ASSOCIATES, INC.

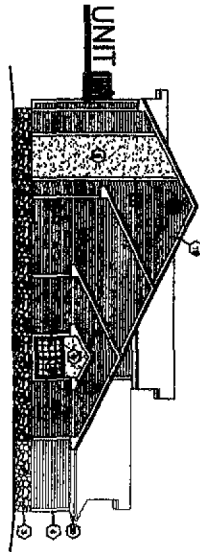
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10-1-80

PROJECT
GAZEBO CONDOMINIUMS

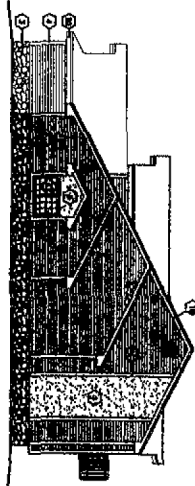
BY
T.D.I. ASSOCIATES, INC.

DATE
10-1-80

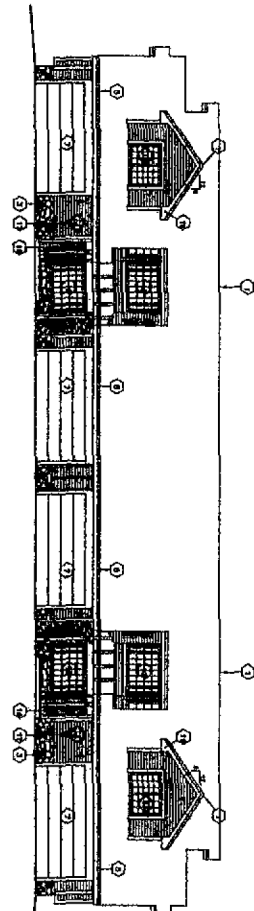
T.D.I. ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1200 SUNSHINE ROAD
PESHAUKEE, WI 53072 (414)991-3400



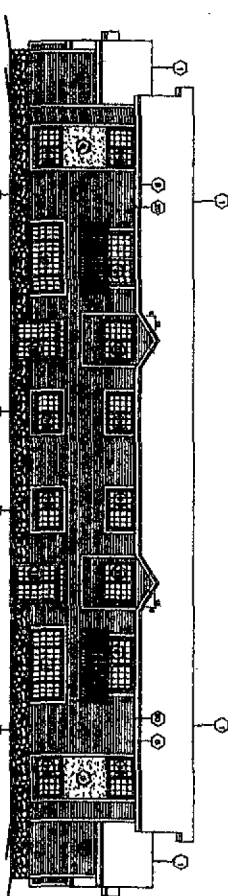
2 SIDE ELEVATION
1/8" = 1'-0"



3 SIDE ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"



4 REAR ELEVATION
1/8" = 1'-0"

FINISH KEY	
NO.	DESCRIPTION
1	CONCRETE
2	CONCRETE WITH FINISH
3	BRICK
4	BRICK WITH FINISH
5	BRICK WITH FINISH AND GLAZING
6	BRICK WITH FINISH AND GLAZING
7	BRICK WITH FINISH AND GLAZING
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100	BRICK WITH FINISH AND GLAZING

GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 9 OF 12

PROJECT
A-4

DATE
12/1/88

BY
TDA

GAZEBO CONDOMINIUMS
OLD ONE BLDG
GREENFIELD, WISCONSIN

EXTERIOR BUILDING ELEVATIONS 4-FAMILY

TDA ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1225 SOUTHWING ROAD
PEWAUKEE, WI 53072 (414)991-2400

DATE
12/1/88

BY
TDA

GAZEBO CONDOMINIUMS
OLD ONE BLDG
GREENFIELD, WISCONSIN

EXTERIOR BUILDING ELEVATIONS 4-FAMILY

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PEWAUKEE, WI 53072 (414)991-2400

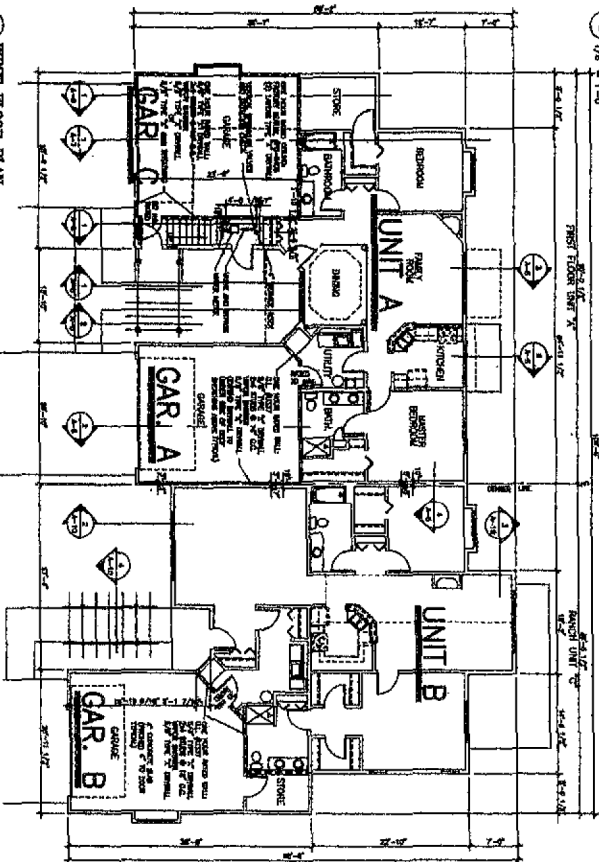
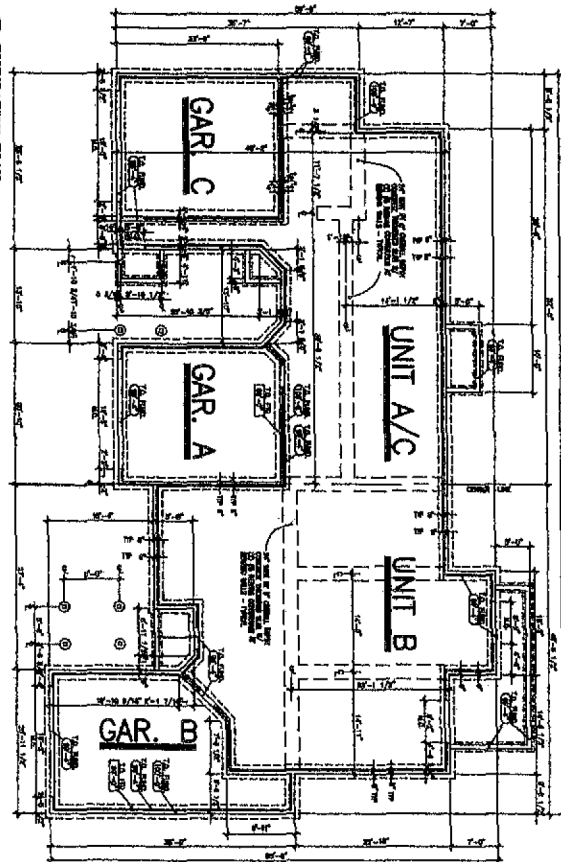
DATE
12/1/88

BY
TDA

GAZEBO CONDOMINIUMS
OLD ONE BLDG
GREENFIELD, WISCONSIN

EXTERIOR BUILDING ELEVATIONS 4-FAMILY

TDA ASSOCIATES, INC.
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GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 10 OF 12

PROJECT
A-1

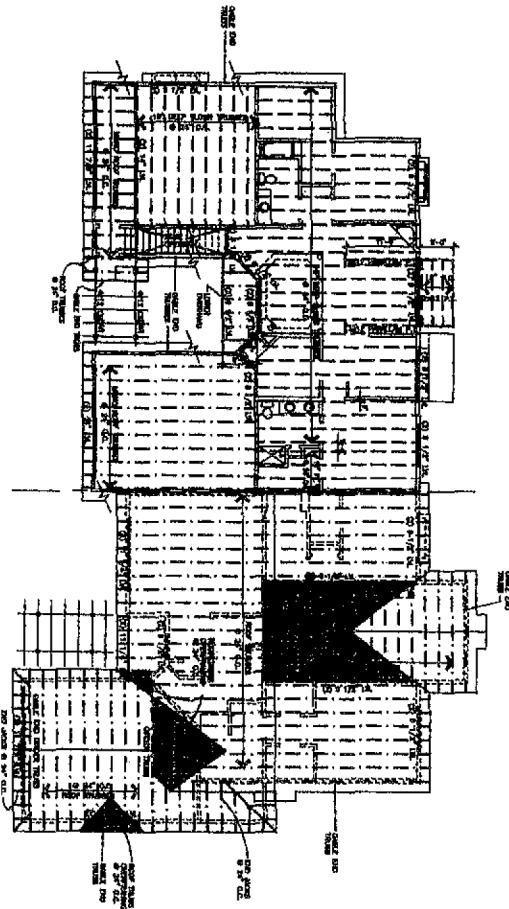
DATE REVISION
DATE DRAWN
DATE CHECKED
DATE APPROVED

PROJECT
GAZEBO CONDOMINIUMS
SHEET
FOUNDATION PLAN & FIRST FLOOR PLAN 3-FAMILY

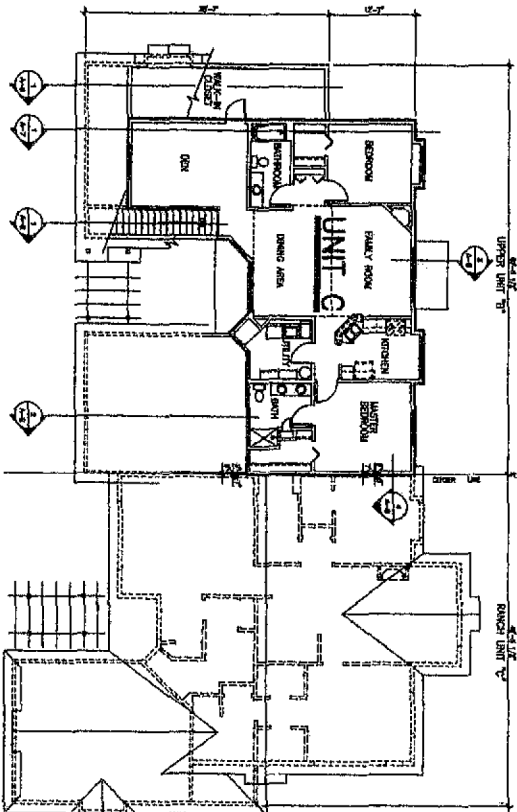


TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRISE ROAD
MILWAUKEE, WI 53212 (414) 691-3400

REVISION



1 SECOND FLOOR & RANCH ROOF FRAMING PLAN
1/8" = 1'-0"



2 SECOND FLOOR PLAN
1/8" = 1'-0"

GAZEBO, A CONDOMINIUM

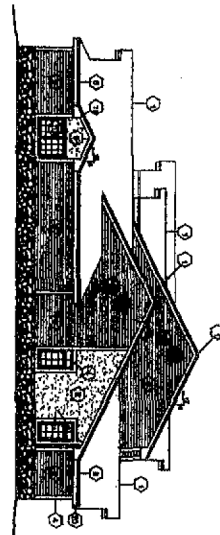
CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 11 OF 12

A-2

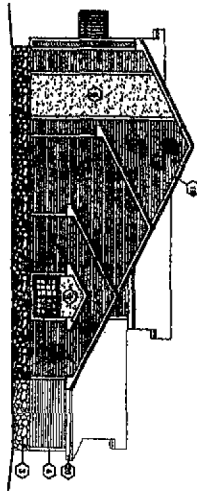
GAZEBO CONDOMINIUMS
1205 SUMMIT ROAD
GREENFIELD, WISCONSIN
SECOND FLOOR FRAMING PLAN & FLOOR PLAN 3-FAMILY



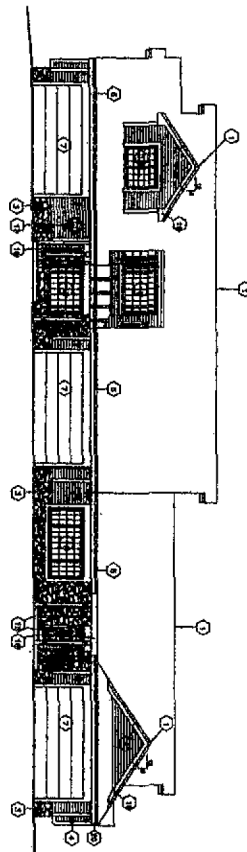
TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1205 SUMMIT ROAD
GREENFIELD, WI 53072 (608) 431-3400



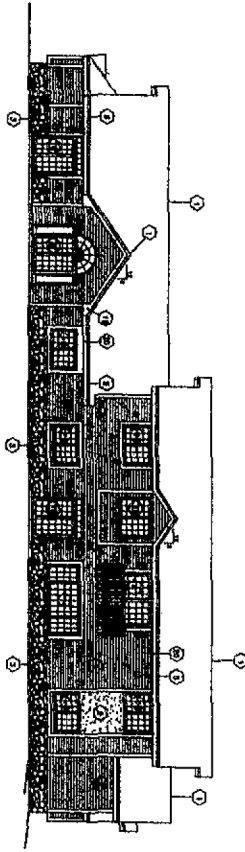
2 SIDE ELEVATION
1/8" = 1'-0"



3 SIDE ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"



4 REAR ELEVATION
1/8" = 1'-0"

FINISH KEY	
NO.	DESCRIPTION
1	CONCRETE
2	CONCRETE BLOCK
3	BRICK
4	BRICK WITH GLAZED TILE
5	BRICK WITH GLAZED TILE
6	BRICK WITH GLAZED TILE
7	BRICK WITH GLAZED TILE
8	BRICK WITH GLAZED TILE
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GAZEBO, A CONDOMINIUM

CITY OF GREENFIELD,
MILWAUKEE COUNTY, WISCONSIN
SHEET 12 OF 12

A-4

GAZEBO CONDOMINIUMS
1000 S. 10TH AVE.
MILWAUKEE, WISCONSIN
EXTERIOR BUILDING ELEVATIONS 3-FAMILY

YDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1200 S. 10TH AVE.
MILWAUKEE, WI 53212 (414) 661-3400