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**DECLARATION OF CONDOMINIUM  
OF ASHBURY WOODS  
CONDOMINIUM**

Recording Area

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## **DECLARATION OF CONDOMINIUM OF ASHBURY WOODS CONDOMINIUM**

This Declaration of Condominium of Ashbury Woods Condominium ("Declaration") is made and entered into by Heritage Development of Wisconsin, LLC ("Declarant"), pursuant to the Wisconsin Condominium Ownership Act.

### **RECITALS**

A. Declarant owns the Property described on Exhibit A and depicted on Exhibit B, upon which certain improvements have been or are intended to be constructed

B. By this Declaration, Declarant intends to submit such Property and improvements as currently or hereafter constructed on the Property to the condominium form of ownership and to establish certain easements, rights, restrictions and obligations with respect to ownership, use and maintenance.

C. This Declaration contemplates that certain Expansion Real Estate as described on Exhibit E may be added to the Condominium, but Declarant shall be under no obligation to add any part or all of such Expansion Real Estate, and Declarant makes no representation that any part or all of such rights reserved herein shall be exercised.

### **DECLARATION**

NOW, THEREFORE, Declarant by this Declaration: (i) submits the Property described on Exhibit A and depicted on Exhibit B and improvements presently on or hereafter constructed thereon, to the condominium form of use and ownership as provided in the Act subject however to all easements, covenants, conditions and other matters of record, (ii) establishes and imposes additional provisions, restrictions, conditions, easements and uses herein upon the Property; and (iii) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, and all subsequent owners and occupants of all or any part of the Property and such portions of the Expansion Real Estate, if any, as are added to the Condominium.

### **ARTICLE 1**

#### **DEFINITIONS**

The following terms, whether used in the above recitals or in the remainder of this Declaration, shall have the following definitions:

1. ACT. "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes, and as the Act may be amended or renumbered from time to time.

2. ASSOCIATION. "Association" shall mean the Ashbury Woods of Oak Creek Condominium Association, Inc., established under Article 4.

3     ASSOCIATION INSURANCE "Association Insurance" shall mean the policies of insurance to be maintained by the Association under this Declaration

4     BOARD "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws

5.     BUILDING. "Building" shall be any freestanding structure located on the Property (as hereinafter defined) which contains Units (as hereinafter defined)

6     BYLAWS "Bylaws" shall mean the Bylaws of the Association as adopted by the Board

7     CITY "City" shall mean the City of Oak Creek, State of Wisconsin

8     COMMON ELEMENTS "Common Elements" shall consist of all of the Condominium, except for the Units, and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements."

9.     COMMON EXPENSES "Common Expenses" are any and all expenses incurred by the Association in connection with its management of the Condominium, maintenance of the Common Elements and administration of the Association, including, without limitation, landscaping, lawn care, snow removal, improvements and repair, maintenance and replacement of the Common Elements, lighting, Association Insurance premiums, municipal utility services for the Common Elements, management expenses, other costs of the Limited Common Elements except if otherwise provided for in this Declaration, and fees of outside agents, professionals and consultants

10     CONDOMINIUM "Condominium" shall be known as Ashbury Woods Condominium and shall mean the Property, together with the Units and Common Elements as they may hereafter be constructed on the Property, and as the Condominium may be expanded from time to time pursuant to Article 10. The address of the Condominium shall be as set forth on Exhibit C

11.     CONDOMINIUM DOCUMENTS. "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules and Regulations as may be adopted by the Association Board pursuant to this Declaration

12     DECLARANT "Declarant" shall mean Heritage Development of Wisconsin, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Article 13(2) of this Declaration

13     DECLARATION. "Declaration" shall mean this Declaration of Condominium of Ashbury Woods Condominium as the same may be amended from time to time

14     DIRECTOR "Director" shall mean a member of the Board

15. EXPANSION REAL ESTATE. "Expansion Real Estate" shall mean those lands described on Exhibit E.

16. FLOOR PLANS. "Floor Plans" shall mean diagrammatic floor plans of each Unit showing approximate dimensions, floor area and location, attached as Exhibit D. In the second and subsequent Phases, Exhibit D may include references to previously recorded Floor Plans.

17. INTEREST. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each Unit in the Condominium.

18. MORTGAGE. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

19. MORTGAGEE. "Mortgagee" shall mean the holder of a Mortgage

20. OCCUPANT. "Occupant" shall mean an Owner or any other person residing in a Unit.

21. OWNER. "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. Declarant is an Owner with respect to each Unit to which it holds title.

22. PHASE. "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described in this Declaration and each subsequent Phase will be identified in expansion amendments pursuant to Article 10 hereof.

23. PLAT. "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, building floor plans and Expansion Real Estate as recorded or to be recorded in the Register's Office and as the same may be amended from time to time

24. PRIVATE DRIVES. "Private Drives" shall consist of Oakshire Drive, Ashbury Lane, Chelsea Lane and Camden Court, and as such Private Drives are depicted on Exhibit B, and as the same may be renamed from time to time.

25. PROPERTY. "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and depicted on Exhibit B, together with such portions of the Expansion Real Estate, if any, as are hereafter added to the Condominium as described in Article 10.

26. REGISTER'S OFFICE. "Register's Office" is the office of the Register of Deeds for Milwaukee County, Wisconsin.

27. RULES. "Rules" shall mean rules and regulations as may be established by the Association as provided in Article 4(1)

28. UNIT. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described in Article 2

## ARTICLE 2

### DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

1. UNITS The Condominium shall initially include twenty (20) Units, with the addresses and Unit identification set forth in Exhibit C. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit and where two Units share a common wall, the midpoint of the common wall separating such Units, all as depicted in the Floor Plans. Each Unit includes the garage, garage door, all windows, window sashes, ticks and frames, all doors, and all mechanical and utility installations which exclusively service the Units

#### 2 COMMON ELEMENTS

- a. Each Unit has appurtenant Common Elements, which consist of both General and Limited Common Elements
- b. The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. The Limited Common Elements of each Unit consist of (i) patio or deck appurtenant to a Unit, (ii) the light fixture(s) and lightbulb(s) lighting the patio or deck and front porch, if applicable, (iii) the Unit mailbox, (iv) the basement window which provides emergency ingress/egress, and (v) drive aprons
- c. The General Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements. Such General Common Elements shall include, without limitation, mailbox kiosk, Private Drives, wetlands, signage, landscaping and street lights
- d. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company

#### 3. NO SEPARATION OF UNITS Units may not be separated.

## ARTICLE 3

### INTEREST IN COMMON ELEMENTS

1 UNIT INTEREST. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium Upon the recordation of this Declaration, the Interest appurtenant to each of the twenty (20) Units in Phase I is 5 0% The respective Interests shall be reduced if the Condominium is expanded, provided, however, such percentage

Interests will not be reduced below .676% if the Condominium is fully expanded to one hundred forty-eight (148) Units.

## ARTICLE 4

### ASSOCIATION OF UNIT OWNERS

1. ADMINISTRATION Declarant shall incorporate the Association, which shall adopt Bylaws for its governance and administration of the Condominium acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements and other matters concerning the Condominium and Association, provided such Rules are not inconsistent with this Declaration or the Bylaws. After adoption, the Rules shall be binding upon Owners and Occupants. The Board shall administer and enforce the Common Elements, this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Pending establishment of the Association, all powers of the Association shall be exercised by Declarant.

2. MEMBERSHIP AND VOTING. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws.

3. CONTROL OF ASSOCIATION. Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by Declarant to any person other than Declarant, until the earliest of: (i) ten (10) years from the date of first conveyance of a Unit; or (ii) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to purchasers; or (iii) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Association shall hold a meeting, and Owners other than Declarant shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Association shall hold a meeting, and Owners other than Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this section, the percentage of Interests conveyed to purchasers shall be calculated with reference to a possible total of one hundred forty-eight (148) Units that may be included in the Condominium if complete expansion of the Condominium occurs.

4. 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 with or without cause upon ninety (90) days notice without payment of any penalty.

5. APPROVALS. No Unit modification visible from the exterior of any Unit shall be permitted without Board approval. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any

proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (i) freedom and safety of access and convenience to other Units, (ii) requiring the written agreement of 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 Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the approved proposal. The Board may 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 indicates in writing or fails to respond

## **ARTICLE 5**

### **ASSESSMENTS**

#### **1. BUDGET AND ASSESSMENTS.**

- a. The Association shall annually adopt a budget of Common Expenses and levy general and special assessments against the Units. The budget shall include the funding of an adequate replacement reserve out of general assessments. The annual budget shall be distributed by the Association to all Unit Owners and shall set forth all of the following: (i) all anticipated common expenses and replacement reserve funds for future expenditures; (ii) amount and purpose of any other anticipated Association expenditure; (iii) any common surpluses; (iv) amount and source of any income, other than Unit Owner assessment; and (v) the aggregate amount of any assessment to be levied against Unit Owners and the purpose of such assessment. As referenced in Article 5(6) below and as also the subject of a separately recorded statutory reserve account statement, Declarant has elected not to establish a statutory reserve account pursuant to Section 703.161(3)(c) of the Wisconsin Statutes. Hence, the annual budget shall not include any allocation for a statutory reserve account and for current balance of any statutory reserve account as such items are contemplated by Sections 703.161(2)(a) and (c) of the Wisconsin Statutes.
- b. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, 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.

2. **INSTALLMENTS; LATE PAYMENTS.** General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10)

days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules

3 ENFORCEMENT; LIENS. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorneys' fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

4. FIRST INSTALLMENT. The first installment of general assessments for each Unit in a Phase shall be due and payable commencing sixty (60) days after the date of recordation of the first instrument of conveyance of a Unit in that Phase except that if, at such time, an occupancy certificate for one or more Units in such Phase has not been issued by the City, then the first installment for such unfinished Unit(s) shall be due and payable commencing with the month following the month in which the occupancy permit issues for such Unit(s). Installments for partial months shall be prorated

5. PAYMENT OF ASSESSMENTS BY DECLARANT. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures and may offset such expenses against any assessment due. The Association shall have no power to levy assessments against Declarant or Units for which Declarant is the Owner

6. NO STATUTORY RESERVE ACCOUNT, INITIAL WORKING CAPITAL FUND. Declarant exercises its right pursuant to Section 703.163(3)(c) of the Wisconsin Statutes not to establish a statutory reserve account. In lieu thereof, each Owner of a Unit shall, at the time of conveyance to such Owner, pay to the Association an amount equal to two (2) months' installments of the general assessment provided for in this Article 5, or such greater amount as designated by the Board. Amounts paid under this Section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to serve as or supplement the replacement reserve fund, as determined by the Board.

7 ASSOCIATION STATEMENTS. Within ten (10) days of written request from an Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general and special assessments and no such letter shall be required or given as to such Units.

8. COMMON EXPENSES AND SURPLUSES. Except as otherwise provided in this Declaration, Common Expenses and surpluses shall be allocated among all Units according to their respective Interests. All common surpluses of the Condominium for each of its fiscal years shall be retained for Common Expenses of the Condominium for the next succeeding fiscal year.

9. PRIVATE DRIVE MAINTENANCE. Private Drives in the Condominium shall be maintained, repaired and replaced by the Association and the cost thereof assessed to Owners as a Common Expense. A nonexclusive easement of ingress and egress is reserved for all Owners and Occupants in the Condominium and their invitees over all Private Drives. Pursuant to an Easement Agreement recorded in the Register's office on January 15, 1990, as Document No. 6346842, the Association is also responsible for a pro rata share of (i) the costs of maintenance of Oakshire Drive, a private road outside the Condominium, which provides access to the Condominium; and (ii) the costs associated with the waste removal for the sixteen (16) condominium units within the project known as Oakshire Estates Condominiums. The Association's pro rata share shall also be passed through to the Owners.

## **ARTICLE 6**

### **MAINTENANCE AND ALTERATIONS**

1. OWNER RESPONSIBILITY. Each Owner, at Owner's sole cost, shall: (i) perform routine maintenance, repair and replacement of all components or installations of the Unit, (ii) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (iii) 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; and (iv) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

2. ASSOCIATION RESPONSIBILITY. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Article 6(1).

3. SPECIAL NOTICE REGARDING CERTAIN SHARED FACILITIES AND AMENITIES.

- a. Private Drives. The Private Drives Identified in Article 1(24) as depicted on Exhibit B, are subject to nonexclusive easements and rights of use in favor of the public. The Private Drives shall be maintained (including snow removal), repaired and replaced from time to time by the Association via general assessments and special assessments made by the Association as more particularly described in Article 5(9).
- b. Wetland Preservation. All Owners and Occupants of the Condominium shall preserve the wetland portions of the Common Elements consistent with Wetland Preservation practices noted on

the Plat and also in conformance with any and all wetland laws and regulations of local, state and federal governments

## **ARTICLE 7**

### **RESTRICTIONS ON USE AND OCCUPANCY**

1        RESIDENTIAL PURPOSES ONLY. Except as specifically set forth in this Declaration, each Unit shall be occupied and used only for residential purposes and for no other purpose except for: (i) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to the Rules or the City Zoning Codes; (ii) the sale or lease of Units by Owner thereof, subject to any Rules related thereto; or (iii) the establishment of offices by Declarant or its agents, and only by Declarant or those to whom Declarant expressly assigns such right in writing, for sales of Units or by the Association for conducting its affairs, including the construction and use of "model" Units for sale.

2        LEASES OF UNITS A Unit Owner may lease the Owner's Unit for terms of not less than six (6) months. Each lease shall provide that a breach of the Condominium Documents shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with Owner and shall not be obligated to address any breach with the offending Occupant.

3.       NO TIME-SHARES No Unit shall be subject to any time-share or similar arrangement, whether or not under Wis Stats Chapter 707.

4.       NO OBSTRUCTIONS. No obstructions may be placed on any part of General Common Elements by any Owner or Occupant, except as expressly permitted under this Declaration. "Obstructions" for purposes of the foregoing shall be defined as broadly as possible and shall include, without limitation, swing sets or other playground equipment; lawn furniture (except on a temporary and not overnight basis); signs of any type, including, without limitation, signs advertising a Unit for sale or lease; satellite dishes or any other form of antenna or other transmitting or receiving equipment; or any other obstruction of any type or kind. Notwithstanding anything in the foregoing to the contrary, a Unit Owner may petition the Association for permission, pursuant to Article 4(5) of this Declaration, for professional installation of a satellite dish on the rooftop immediately above such Owner's Unit, intended for individual television reception limited to such Owner's Unit of a size not greater than one meter in diameter. As a condition to Association approval and in addition to any other conditions that the Association may impose under the circumstances of a particular Unit, the Association shall require that the Owner and the Association enter into an agreement under which the Owner shall have the satellite dish professionally installed by a responsible, bonded installation company, that the Unit Owner shall indemnify and hold the Association harmless as against any loss, claim, damage, injury or death occurring during removal and/or installation or any damage or other claim in any way resulting from the satellite dish unfit after it has been removed and the roof has been inspected and approved by a contractor engaged by the Association at the Owner's expense. In addition to the foregoing, the agreement between the Association and the Owner shall contain other terms and conditions as the Association may require. Signs advertising a Unit for sale may

be posted on the interior of the Unit so as to be visible through a window, but shall not be posted, placed or maintained on any Common Elements in the Condominium, including, without limitation, Limited Common Elements

5. PARKING. No moperative, unsightly or unlicensed vehicle shall be parked anywhere on the Condominium at any time, except in a garage. No trailers, snowmobiles, boats or other equipment may be maintained anywhere on the Condominium, other than within a garage appurtenant to a Unit. Without in any way limiting the generality of the foregoing, no such items shall be maintained, stored or parked in a driveway constituting Limited Common Elements to a Unit. Each Owner shall maintain the garage doors for such Owner's Unit in a closed position, except as necessary to permit ingress and egress.

6. ADDITIONAL RESTRICTIONS. Additional restrictions on use and occupancy are contained in the Bylaws and Rules

## **ARTICLE 8**

### **RECONSTRUCTION AND CONDEMNATION**

1. RECONSTRUCTION. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements ("Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

2. INSUFFICIENT PROCEEDS. Subject to Article 8(3) below, if insurance proceeds are insufficient to reconstruct or repair General Common Elements, Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of General Common Elements comprising Damaged Premises.

3. PARTITION. If insurance proceeds are insufficient to reconstruct or repair the General Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of Insurance proceeds, then no such action for partition shall be maintained or initiated.

4. CONTROL OF ADJUSTMENT AND RESTORATION. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit

5. CONSTRUCTION FUND. Insurance proceeds and special assessments under Article 8(2) shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to Owners and their Mortgagees as their interests may appear, in accordance with their Interests

6. CONDEMNATION. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this Section shall control. Each Owner of an affected Unit shall have the right to appeal of the necessity of the taking and of the amount of condemnation award with respect to its Unit and Limited Common Elements, if any, appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

- a. Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.
- b. If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.
- c. Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be calculated post-condemnation in the same manner as provided in Article 3(1) but with respect only to the remaining Units. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration of General Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of Owner having seventy-five percent (75%) or more of the Interests.
- d. Upon partition, the net proceeds of sale of the General Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction, including any necessary reconstruction of Units shall commence with costs of restoration of

the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

## ARTICLE 9

### INSURANCE

1. ASSOCIATION INSURANCE. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, all-risk casualty insurance coverage on the Common Elements, and such other policies or coverage as the Board deems necessary or advisable.

2. COVERAGE OF ASSOCIATION INSURANCE. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

3. PROCEEDS. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

4. COST. All premiums for Association Insurance and other Insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

5. WAIVER OF SUBROGATION. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All 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 policy of insurance at a reasonable and customary rate.

6. ACTS AFFECTING INSURANCE. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, 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 such insurance, (iv) result in an increase in the insurance rate or premium over the premium which

would have been charged in the absence of such violation or condition, provided that, in the case of such increase, Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (i) by the size, design or composition of the Unit, (ii) by reason of anything done or kept in a Unit, or (iii) the failure of any Owner or Occupant to comply with Association Insurance requirements or (iv) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

7 EXCLUSIONS FROM COVERAGE. Association Insurance coverage shall exclude coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit and may exclude liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

## ARTICLE 10

### EXPANSION OF CONDOMINIUM

1. RIGHT TO EXPAND. Declarant reserves the right to expand the Condominium, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration. Expansion may be affected in any number of Phases. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the Condominium. Parts or all of the Expansion Real Estate may be developed for uses other than as part of the Condominium.

2. NUMBER AND STYLE OF UNITS. The maximum number of Units in the Condominium assuming full expansion is one hundred forty-eight (148). The Units shall be of substantially comparable size and design as contained in the first Phase, but Declarant reserves the right in its discretion to make changes to enhance marketability. The additional improvements shall be compatible with and of the same or similar quality of construction and materials as the then existing improvements.

3. EFFECT OF EXPANSION. Upon each expansion adding Units to the Condominium, the following adjustments shall be made:

- a. The Interests shall be recalculated as provided in Article 3(1).
- b. The Common Expenses and surpluses of the Condominium shall be shared among Owners of all Units according to their Interests as adjusted in the manner set forth above, or as otherwise specifically provided for herein.
- c. Each Owner of a Unit shall be a member of the Association entitled to a vote in accordance with Article 4(2).

4. METHOD OF EXPANSION. Expansion shall occur upon recording of amendments to this Declaration and addenda to the Plat in the Register's Office, which describe and depict the location of the Units and Common Elements in a Phase. Expansion amendments need only be executed by Declarant.

5. MATTERS RELATED TO EXPANSION

- a. Declarant reserves an easement over and across the Condominium, including General Common Elements, for the benefit of the Expansion Real Estate during construction, and otherwise for ingress and egress and vehicular parking. Declarant further reserves an easement across, under and through General Common Elements for the benefit of the Expansion Real Estate to install, maintain and replace underground utilities and aboveground and underground drainage systems servicing the Expansion Real Estate. For purposes of this Article 10, the term "utilities" includes telephone, water, gas, electric, cable, sanitary sewer, storm sewer and similar future services commonly provided communally. Subsequent division of ownership of the Expansion Real Estate shall not affect the benefit of these easements for each portion thereof.
- b. If Declarant determines at any time that it desires to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant may at its cost connect utilities servicing the Expansion Real Estate to existing utilities within the Condominium, even if the Expansion Real Estate is not then or thereafter made a part of the Condominium; provided that the cost of maintaining and replacing portions of such utility lines in the undeclared Expansion Real Estate shall be borne by owner(s) of such undeclared Expansion Real Estate. The Association and owner(s) of the Expansion Real Estate serviced by such utilities shall cooperate in maintenance, repair and replacement of such utilities, and shall maintain each utility (to the extent of the rights of such person to do so) so as to enable servicing the anticipated needs of the Condominium and Expansion Real Estate.

6. Notwithstanding Article 11 of this Declaration, the rights reserved in this Article 10 may not be amended, terminated or limited without the prior written express consent of Declarant.

**ARTICLE 11**

**AMENDMENT OF DECLARATION**

1. GENERAL. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy percent

(70%) of the Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. For purposes of calculating the percentages set forth in this Section, until the termination of Declarant's expansion rights in Article 10, the percentage of Interests shall be calculated as if one hundred forty-eight (148) Units existed in the Condominium assuming full expansion.

2. REQUIREMENT FOR SPECIAL APPROVALS OF CERTAIN AMENDMENTS No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

3. MATERIAL AMENDMENTS Any modification to this Declaration, which modifies Declaration provisions concerning the following issues shall also require approval by fifty-one percent (51%) of Mortgagees: (i) voting rights; (ii) assessments, assessment liens, or the priority of assessment liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the project (other than the potential expansions under Article 10), or the addition, annexation, or withdrawal of property to or from the Condominium; (ix) insurance or fidelity bond, (x) leasing of Units; (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer Owner's Unit; (xii) a decision by the Association to establish self-management when professional management had been previously engaged; (xiii) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (xiv) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

## ARTICLE 12

### RIGHTS OF MORTGAGE HOLDERS

1. NOTICE. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for notice as to matters described below, which request identifies the requesting party's name and address of such person and the Unit number or address, will be entitled to written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;
- b. Any thirty (30) day delinquency in the payment of assessments owed by Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

- c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- d. Any proposed action that requires the consent of Mortgagees as specified in Article 11.

2. MORTGAGEE ACQUISITION OF UNIT. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

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

4. TERMINATION. Any election to terminate the Condominium must require Mortgagee approval as follows: (i) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (ii) sixty-seven percent (67%) in all other cases.

## **ARTICLE 13**

### **RIGHTS OF DECLARANT**

1. RESERVED RIGHTS. Notwithstanding anything in this Declaration to the contrary, until Declarant sells all Units in the Condominium, Declarant may:

- a. But shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to Article 4(4).
- b. Use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs.
- c. Grant easements upon, over, through and across General Common Elements as may be required for furnishing any utilities, as defined at Article 10(5), and installations related thereto, 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.

- d. Grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it
- e. Lease Units owned by Declarant on such terms as Declarant desires.
- f. Make alterations and changes to the design or exterior materials of any Unit or part thereof during construction, if being constructed by Declarant, and subject to the approval of the Board if such alteration or change is material.

2. ASSIGNMENT OF DECLARANT'S RIGHTS. Declarant may, from time to time, assign any or all of the rights and benefits conferred on or reserved to Declarant under this Declaration, in Declarant's status as Declarant (as opposed to rights or benefits conferred on or reserved for all Unit Owners generally), by written instrument specifically identifying the rights and benefits so assigned, which instrument is recorded in the Register's Office. Upon any assignment of all rights reserved hereunder to Declarant to a transferee, the transferor under such assignment shall be relieved of any and all further liability under this Declaration.

## **ARTICLE 14**

### **REMEDIES FOR VIOLATION BY OWNER**

1. GENERAL REMEDIES. If any Owner or occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, subject to the dispute resolution terms of this Declaration, may bring an action because of such noncompliance.

2. OWNER VIOLATION; ASSOCIATION RIGHT TO CURE. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit and Its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it may, but shall not be obligated to, take any other or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or Occupant of a particular Unit.

## **ARTICLE 15**

### **SERVICE OF PROCESS**

1. AGENT. Service of process shall be made on:

Daniel J. Habeck  
Cramer, Multhauf & Hammes, LLP  
1601 East Racine Avenue  
P. O. Box 558  
Waukesha, WI 53187-0558

Any change in the person or location for the service of process designated by the Association shall become effective upon the filing or recording of notice as required by law.

## **ARTICLE 16**

### **EASEMENTS**

1. RIGHT OF ENTRY. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance. In case of emergency, entry of a Unit may be made immediately, whether an Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

2. 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 or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

3. FURTHER EASEMENTS The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of Owners.

## **ARTICLE 17**

### **CONSTRUCTION AND EFFECT**

1. NUMBER AND GENDER. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The term "person" includes all legal entities.

2. 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.

3. 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.

4. SEVERABILITY. If any portion of this Declaration or its application to any person or circumstance is held to 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. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

5. REMEDIES. All remedies herein are cumulative.

6. 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.

7. DISPUTE RESOLUTION. The Declarant, the Association and Board, all Owners, and any other persons subject to this Declaration, collectively agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Condominium without the emotional and financial costs of litigation. Accordingly, each of the above parties agrees that any dispute involving the Condominium shall be settled by binding arbitration administered by Resolute Systems, Inc. under its rules then in effect. The arbitration shall be conducted by one arbitrator, at a location in Milwaukee County, Wisconsin, as designated by the arbitrator. The decision or award of the arbitrator shall be in writing and shall include reasons for such decision. Subject to Wisconsin law, the arbitrator's decision shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction. Any parties to a dispute involving the Condominium shall first make every reasonable effort to meet in person and confer for the purpose of resolving the dispute by good faith negotiations. The Board of Directors may appoint a representative to assist the parties in the resolution of the claim, including through formal mediation.

EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY RIGHT TO HAVE A CLAIM RESOLVED BY JUDICIAL PROCEEDINGS, INCLUDING ANY RIGHT TO TRIAL BY JURY. THIS SUBSECTION IS AN AGREEMENT TO ARBITRATE THE ABOVE DESCRIBED CLAIMS AND MAY BE SPECIFICALLY ENFORCED BY ANY PARTY.

Notwithstanding the foregoing, the Declarant or Association may commence litigation necessary to:

- a. collect any assessment or other amounts due from any Owner, or
- b. to obtain a temporary restraining order or other such emergency equitable relief necessary to maintain the status quo and preserve

the Association's ability to enforce the provisions of this Declaration and administer the Condominium.

8. DISCLAIMER. Microorganisms, including, but not limited to, mold, mildew, spores, any other form of fungi, bacteria, viruses and any toxins or irritants secreted by any of them ("Microorganisms") occur naturally in the environment and may be present, during or after construction, in the indoor air of the Building and on its interior and exterior surfaces including, without limitation, wall cavities, attics, windows, basements, and/or ceilings, or any part of them. Moisture can result from cooking, showering, or similar activities, can be contributed to from the outside atmosphere, and/or may arise or be exacerbated from the design, construction means and methods, and/or type of building materials used in construction of the Building. This moisture may cause or increase the presence, growth, release, discharge or dispersal of Microorganisms that, if sufficiently concentrated, may cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, but without limitation, skin irritation, respiratory problems and/or allergic reactions. Microorganisms occur naturally in the environment, and Declarant cannot eliminate the possibility that Microorganisms may grow in, on or about the Condominium. Likewise, concentrations of radon or chemical compounds released from soil, household furnishings, personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Unit owners and occupants may minimize these effects by proper use and maintenance of heating, cooling, dehumidification and ventilation equipment, regular interior maintenance and cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking.

EACH OWNER ACKNOWLEDGES THAT UNIT OWNER HAS BEEN INFORMED OF THE ABOVE EFFECTS OF MICROORGANISMS, MOISTURE, RADON CHEMICAL COMPOUNDS AND WATER CONTAMINANTS EACH OWNER HEREBY ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, AND/OR DESTRUCTION OF OR INJURY TO PROPERTY, REAL OR PERSONAL, THAT MAY ARISE AS A RESULT OF, OR IS IN ANY WAY CONNECTED WITH, THE INDOOR AIR QUALITY OF THE BUILDINGS, THE QUALITY OF WATER, OR THE PRESENCE OF MICROORGANISMS, RADON, WATER CONTAMINANTS OR CHEMICAL COMPOUNDS IN, ON OR ABOUT THE INTERIOR OR EXTERIOR OF THE CONDOMINIUM.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OWNER ASSUMES ALL RISKS OF DAMAGE OR INJURY, INCLUDING, BUT NOT LIMITED TO, (1) BODILY INJURY, SICKNESS, EMOTIONAL DISTRESS, DISEASE, DEATH, OR ANY OTHER PERSONAL INJURY OR ADVERSE HEALTH EFFECTS OR (2) INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL OR REAL PROPERTY, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND LOSS OF USE THEREOF, WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH SUCH ITEMS, INCLUDING MICROORGANISMS, MOISTURE, RADON, WATER CONTAMINANTS AND CHEMICAL COMPOUNDS AND HEREBY FULLY, FINALLY AND FOREVER RELEASES AND DISCHARGES DECLARANT, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES AND EXPENSE AND DAMAGES THEREFROM WHATSOEVER, WHETHER NOW KNOWN OR HEREAFTER KNOWN, WHICH AN OWNER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST DECLARANT, ITS



## MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, M&I Marshall & Ilsley Bank, a Wisconsin banking corporation ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described within the Declaration to which this Mortgagee Consent and Subordination is attached, do hereby consent to such Declaration and subordinate the lien of Bank's mortgage to said Declaration.

M&I MARSHALL & ILSLEY BANK

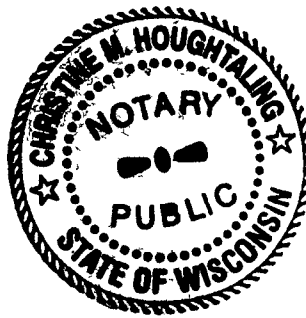
By

James C. Neuroth  
James C. Neuroth Vice President  
[print name and title]

STATE OF WISCONSIN     )  
                                          ) ss.  
COUNTY OF MILWAUKEE )

Personally came before me this 8<sup>th</sup> day of January, 2007, the above named James C. Neuroth to me known to be the person who executed the foregoing instrument and acknowledge the same.

Christine M. Houghtaling  
Christine M. Houghtaling [print name]  
Notary Public, State of Wisconsin  
My commission: 3/18/07



# *ASHBURY WOODS CONDOMINIUM*

## LEGAL DESCRIPTION FOR PHASE 1

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION FOURTEEN (14), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, THENCE NORTH 00°25'21" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1633.50 FEET TO A POINT, THENCE NORTH 89°59'48" WEST, 376.74 FEET TO A POINT, THENCE NORTH 10°47'39" WEST, 263.62 FEET TO A POINT, THENCE SOUTH 79°12'21" WEST, 177.16 FEET TO A POINT, THENCE SOUTH 04°25'59" EAST, 74.46 FEET TO A POINT, THENCE SOUTH 79°12'21" WEST, 437.23 FEET TO A POINT, THENCE SOUTH 13°28'56" EAST, 78.00 FEET TO A POINT, THENCE SOUTH 15°54'04" WEST, 40.74 FEET TO THE POINT OF BEGINNING OF LANDS HEREAFTER DESCRIBED

THENCE NORTH 55°33'20" EAST, 31.38 FEET TO A POINT ON A CURVE, THENCE NORTHEASTERLY 52.64 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 37.00 FEET, AND WHOSE CHORD BEARS SOUTH 83°42'30" EAST, 48.31 FEET TO A POINT OF TANGENCY, THENCE SOUTH 42°57'02" EAST, 25.01 FEET TO A POINT ON A CURVE, THENCE SOUTHEASTERLY 235.46 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 663.00 FEET, AND WHOSE CHORD BEARS SOUTH 53°07'28" EAST, 234.22 FEET TO A POINT OF REVERSE CURVATURE, THENCE SOUTHEASTERLY 149.52 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 337.00 FEET, AND WHOSE CHORD BEARS SOUTH 50°35'18" EAST, 148.29 FEET TO A POINT ON A CURVE, THENCE SOUTHWESTERLY 202.36 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 137.00 FEET, AND WHOSE CHORD BEARS SOUTH 04°26'12" WEST, 184.46 FEET TO A POINT, THENCE NORTH 29°40'52" WEST, 84.76 FEET TO A POINT, THENCE NORTH 65°52'18" WEST, 73.16 FEET TO A POINT, THENCE SOUTH 40°37'26" WEST, 21.22 FEET TO A POINT, THENCE SOUTH 04°14'23" WEST, 41.52 FEET TO A POINT, THENCE SOUTH 17°49'56" EAST, 22.56 FEET TO A POINT, THENCE SOUTH 08°08'11" EAST, 32.54 FEET TO A POINT, THENCE SOUTH 07°56'59" WEST, 33.30 FEET TO A POINT, THENCE SOUTH 90°00'00" WEST, 9.98 FEET TO A POINT, THENCE NORTH 03°10'57" WEST, 27.65 FEET TO A POINT, THENCE NORTH 19°35'15" WEST, 36.63 FEET TO A POINT, THENCE NORTH 00°00'00" WEST, 26.07 FEET TO A POINT, THENCE NORTH 14°23'33" WEST, 30.88 FEET TO A POINT, THENCE NORTH 35°19'58" WEST, 22.56 FEET TO A POINT, THENCE NORTH 62°15'37" WEST, 32.95 FEET TO A POINT, THENCE NORTH 84°28'37" WEST, 23.90 FEET TO A POINT, THENCE NORTH 36°29'28" WEST, 43.88 FEET TO A POINT, THENCE NORTH 61°19'59" WEST, 46.36 FEET TO A POINT, THENCE NORTH 06°40'13" EAST, 24.61 FEET TO A POINT, THENCE NORTH 40°59'40" WEST, 38.61 FEET TO A POINT, THENCE SOUTH 87°08'23" WEST, 15.37 FEET TO A POINT, THENCE NORTH 57°38'24" WEST, 37.25 FEET TO A POINT, THENCE NORTH 19°52'11" WEST, 29.35 FEET TO A POINT, THENCE NORTH 71°02'37" WEST, 51.94 FEET TO A POINT, THENCE SOUTH 89°16'31" WEST, 60.64 FEET TO A POINT, THENCE NORTH 54°29'02" WEST, 71.60 FEET TO A POINT, THENCE NORTH 05°25'30" EAST, 26.57 FEET TO A POINT, THENCE NORTH 38°55'35" EAST, 27.26 FEET TO A POINT, THENCE NORTH 59°42'31" EAST, 28.03 FEET TO A POINT, THENCE NORTH 78°30'09" EAST, 106.41 FEET TO A POINT, THENCE NORTH 15°54'04" EAST, 12.85 FEET TO THE POINT OF BEGINNING

**PREPARED BY:**

**LAND TECH ENGINEERING**

720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029  
(262) 367-7599

1/05/07  
01009

**MILWAUKEE COUNTY, WISCONSIN**

PARCEL, THREE (3) OF CERTIFIED SURVEY MAP NO. 5367, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 2408, MADE 1115 AS DOCUMENT NO. 834339, BEING A REDMPTION OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 4005 AND PART OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 4111, ALL BEING IN THE NORTH-EAST ONE-QUARTER (1/4) AND THE SOUTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION FORTY-THREE (43), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

NOTE:  
THE GENERAL COMMON ELEMENTS SHALL CONSIST OF ALL OF THE COMMON AREAS EXCEPT THE INDIVIDUAL UNITS AND AREAS DEFINED AS INDIVIDUAL COMMON ELEMENTS.  
LIMITED COMMON ELEMENTS SHALL BE AS DEFINED IN THE DECLARATION OF CONDOMINIUM AND ARE DEPICTED HEREON AS GEOMETRICALLY FEASIBLE.  
FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS  
BUILDING DIMENSIONS LOCATED ON SHEETS 2 AND 3

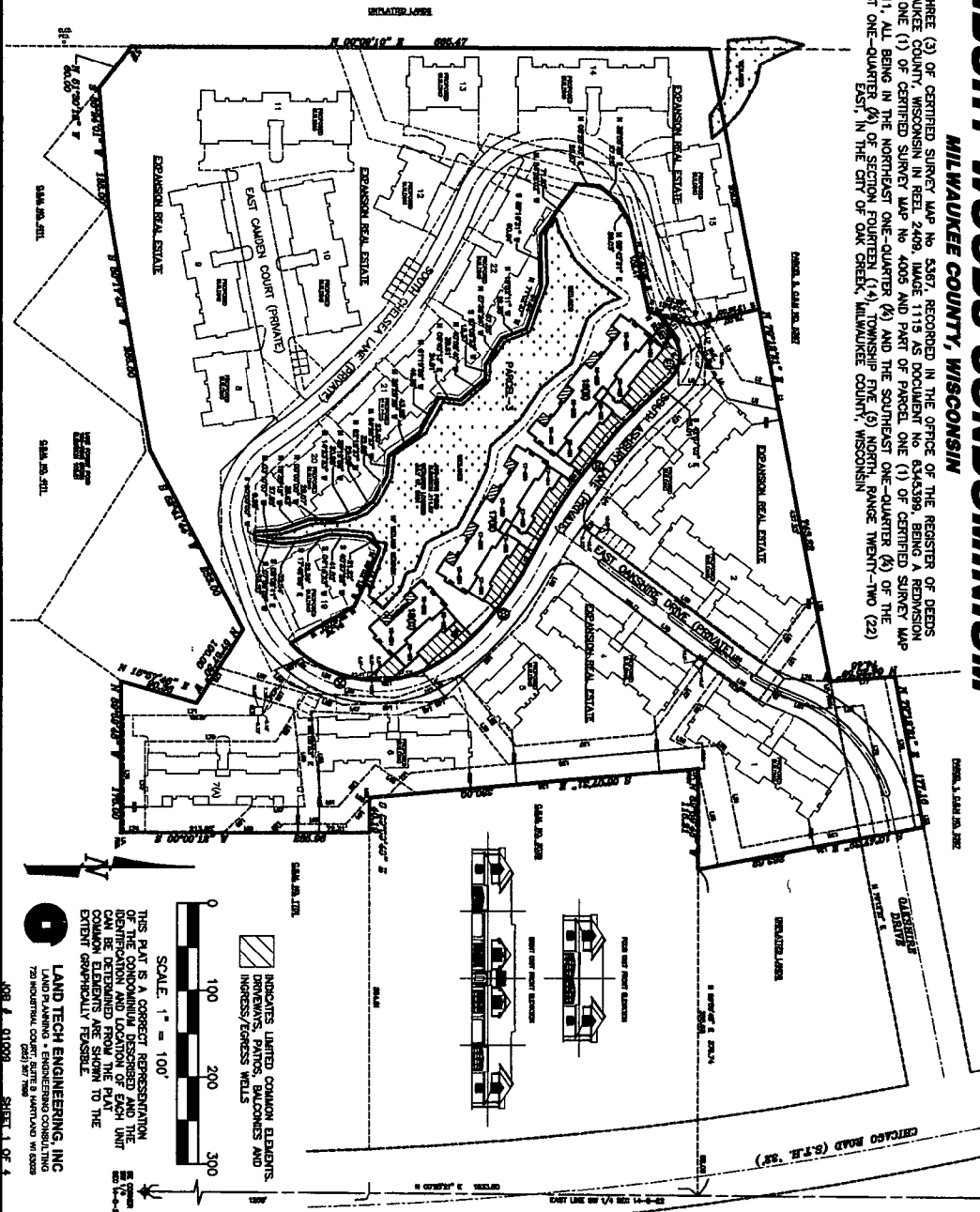
| EASEMENT LINE TABLE |                 |          |
|---------------------|-----------------|----------|
| LINE                | BEARING         | DISTANCE |
| 1                   | S 77° 00' 00" W | 24.148'  |

| CONF ESTIMATE LINE TABLE |          |
|--------------------------|----------|
| LINE                     | DISTANCE |
| 1                        | 1.00     |
| 2                        | 2.00     |
| 3                        | 3.00     |
| 4                        | 4.00     |
| 5                        | 5.00     |
| 6                        | 6.00     |
| 7                        | 7.00     |
| 8                        | 8.00     |
| 9                        | 9.00     |
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| 91                       | 91.00    |
| 92                       | 92.00    |
| 93                       | 93.00    |
| 94                       | 94.00    |
| 95                       | 95.00    |
| 96                       | 96.00    |
| 97                       | 97.00    |
| 98                       | 98.00    |
| 99                       | 99.00    |
| 100                      | 100.00   |

[illegible]

**DECLARATION:**  
HERITAGE DEVELOPMENT  
OF WISCONSIN, LLC  
418 E CTRY RD D  
LITTLE CANADA, MN 55117

## CURVE TABLE



**DATED THIS 12TH DAY OF JANUARY, 2007**

AND TECH ENGINEERING, INC.  
LAND PLANNING • ENGINEERING CONSULTING  
INDUSTRIAL COURT, SUITE B HARTLAND WI 53029  
(262) 567 7888

JOB # 01009 SHEET 1 OF 4

PARCEL THREE (3) OF CERTIFIED SURVEY MAP NO. 5367, RECEIVED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 2-909, IMAGE 1115 AS DOCUMENT NO. 6345359, BEING A REVISION OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 4005 AND PART OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 4111, ALL BEING IN THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION FOURTEEN (14), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF OAK GREEN, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION FOURTEEN (14), TOWNSHIP ONE (1) NORTH, RANGE TWENTY-NINE (29) EAST, THENCE NORTH 09°22'31" EAST ALONG THE EAST LINE OF SAID SECTION 183.50 FEET TO A POINT, THENCE NORTH 78°12'31" WEST 87°59'40" WEST, 317.4 FEET TO A POINT, THENCE SOUTH 10°47'39" WEST, 243.82 FEET TO A POINT, THENCE SOUTH 78°12'31" WEST, 171.18 FEET TO A POINT, THENCE SOUTH 4°25'39" EAST, 74.48 FEET TO A POINT, THENCE SOUTH 78°12'31" WEST, 457.32 FEET TO A POINT, THENCE SOUTH 13°28'30" EAST, 74.00 FEET TO A POINT, THENCE SOUTH 15°54'40" WEST, 40.74 FEET TO THE POINT OF BEGINNING OF LANDS SURVEYED DESCRIBED.

[illegible]

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION FOURTEEN (14), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, THENCE NORTH 09°28'21" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1633.50 FEET TO A POINT, THENCE NORTH 89°39'46" WEST, 376.1/4 FEET TO THE POINT OF BEGINNING OF LAND HEREAFTER DESCRIBED:

[illegible]**LEGAL DESCRIPTION - ENTIRE CONDOMINIUM - FULLY EXPANDED**

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 10 (R1425), THENCE NORTH 76°00' NORTH, RANGE 118°00' WEST, 177.16 FEET TO A POINT, THENCE SOUTH 10°47'30" WEST, 243.12 FEET TO A POINT, THENCE NORTH 76°12'31" EAST, 74.32 FEET TO A POINT, THENCE SOUTH 10°47'30" WEST, 243.12 FEET TO THE POINT OF BEGINNING.

| UNIT   | STREET ADDRESS   |
|--------|------------------|
| 16-101 | 8-458 ASHLBY AVE |
| 16-106 | 8-458 ASHLBY AVE |
| 16-107 | 8-458 ASHLBY AVE |
| 16-108 | 8-458 ASHLBY AVE |
| 16-109 | 8-458 ASHLBY AVE |
| 16-104 | 8-458 ASHLBY AVE |
| 16-201 | 8-458 ASHLBY AVE |
| 16-202 | 8-458 ASHLBY AVE |
| 16-203 | 8-458 ASHLBY AVE |
| 16-204 | 8-458 ASHLBY AVE |
| 16-205 | 8-458 ASHLBY AVE |
| 16-206 | 8-458 ASHLBY AVE |
| 17-102 | 8-458 ASHLBY AVE |
| 17-103 | 8-458 ASHLBY AVE |
| 17-104 | 8-458 ASHLBY AVE |
| 17-201 | 8-458 ASHLBY AVE |
| 17-202 | 8-458 ASHLBY AVE |
| 17-203 | 8-458 ASHLBY AVE |
| 17-204 | 8-458 ASHLBY AVE |
| 18-101 | 8-458 ASHLBY AVE |
| 18-102 | 8-458 ASHLBY AVE |
| 18-201 | 8-458 ASHLBY AVE |
| 18-202 | 8-458 ASHLBY AVE |

I, NURBERT F. STACHOWSKI, BEING DULY SWORN, ON OATH DEPOSES AND STATES AS FOLLOWS:

1. THAT I AM A DULY LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF WISCONSIN

2. THAT SHEET E AND SHOWS THE FLOOR PLANS OF THE RESPECTIVE UNITS, THAT THE BUILDING NUMBERS SHOWN ON EXHIBIT 74 ARE THE BUILDING NUMBERS DESIGNATING EACH BUILDING. THE AREA OF TYPE B BUILDINGS ARE AS FOLLOWS: UNITS 101 AND 104 IS 41394 SQUARE FEET, UNITS 102 AND 103 IS 41242 SQUARE FEET, UNITS 101 AND 104 IS 41440 SQUARE FEET, UNITS 201 AND 203 IS 41352 SQUARE FEET, THE AREA OF TYPE C BUILDINGS ARE AS FOLLOWS: UNITS 101 AND 102 IS 41394 SQUARE FEET, UNITS 201 AND 203 IS 41440 SQUARE FEET.

3. THAT SHEET 4 IS THE LEGAL DESCRIPTION OF ASHBURY VILLES CONDOMINIUM

4. THE PLAY IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT CAN BE DETERMINED FROM THE FLAT COMMON ELEMENTS ARE SHOWN TO THE EXTENT FEASIBLE.

5. A NON-EXCLUSIVE EASEMENT FOR RIGHTS OF INGRESS AND EGRESS CREATED BY AN EASEMENT AGREEMENT DATED JANUARY 15, 1990 AND RECORDED AS DOCUMENT NO. 63468442.

**NORBERT F STACHOWSKI, S-1480      DATE**

**LAND TECH ENGINEERING, INC.**  
LAND PLANNING • ENGINEERING CONSULTING  
720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029  
(262) 367-7669

### EXHIBIT C

All addresses are Oak Creek, Wisconsin 53154.

| UNIT NUMBER | STREET ADDRESS                |
|-------------|-------------------------------|
| 16-101      | 8469 South Ashbury Lane, #101 |
| 16-102      | 8469 South Ashbury Lane, #102 |
| 16-103      | 8469 South Ashbury Lane, #103 |
| 16-104      | 8469 South Ashbury Lane, #104 |
| 16-201      | 8469 South Ashbury Lane, #201 |
| 16-202      | 8469 South Ashbury Lane, #202 |
| 16-203      | 8469 South Ashbury Lane, #203 |
| 16-204      | 8469 South Ashbury Lane, #204 |
| 17-101      | 8485 South Ashbury Lane, #101 |
| 17-102      | 8485 South Ashbury Lane, #102 |
| 17-103      | 8485 South Ashbury Lane, #103 |
| 17-104      | 8485 South Ashbury Lane, #104 |
| 17-201      | 8485 South Ashbury Lane, #201 |
| 17-202      | 8485 South Ashbury Lane, #202 |
| 17-203      | 8485 South Ashbury Lane, #203 |
| 17-204      | 8485 South Ashbury Lane, #204 |
| 18-101      | 8495 South Ashbury Lane, #101 |
| 18-102      | 8495 South Ashbury Lane, #102 |
| 18-201      | 8495 South Ashbury Lane, #201 |
| 18-202      | 8495 South Ashbury Lane, #202 |

PARCEL THREE (3) OF CERTIFIED SURVEY MAP NO. 5367, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 2498, HAVING 1115 AS DOCUMENT NO. 6345398, BEING A REDMPTION OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 4005 AND PART OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 4111, ALL BEING IN THE NORTHWEST ONE-QUARTER (1/4) AND THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION FOURTEEN (14), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

Figure 1-10 is a detailed architectural floor plan of the third floor of a building. The plan is symmetrical along a central vertical axis. It features a central corridor (走廊) and several rooms, including a large hall (大廳) and a smaller hall (小廳). The plan is annotated with dimensions in meters (m) and feet (ft). The overall width of the building is 12.00 m (39' 4"). The overall depth is 12.00 m (39' 4"). The plan also shows a central staircase (樓梯) and a central entrance (入口). The rooms are labeled with their respective names in Chinese, such as '大廳' (Large Hall), '小廳' (Small Hall), '走廊' (Corridor), and '樓梯' (Staircase). The plan is a technical drawing with precise lines and dimensions, typical of architectural blueprints.

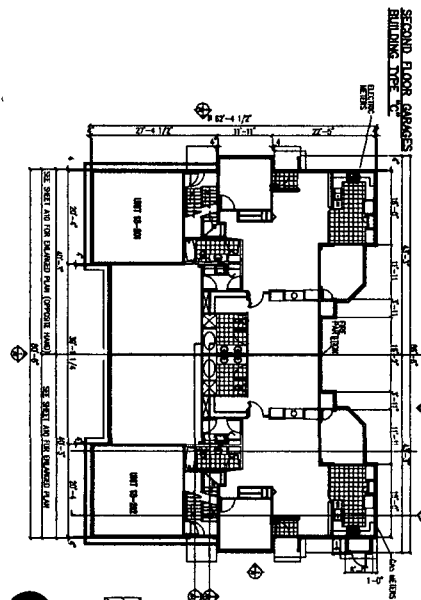
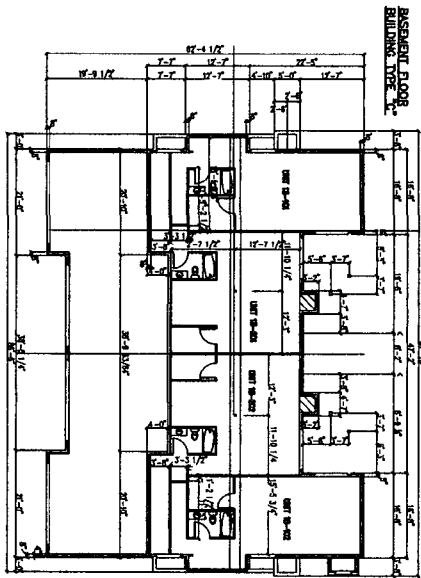
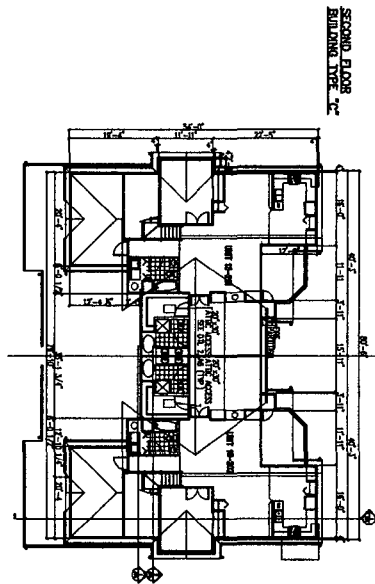
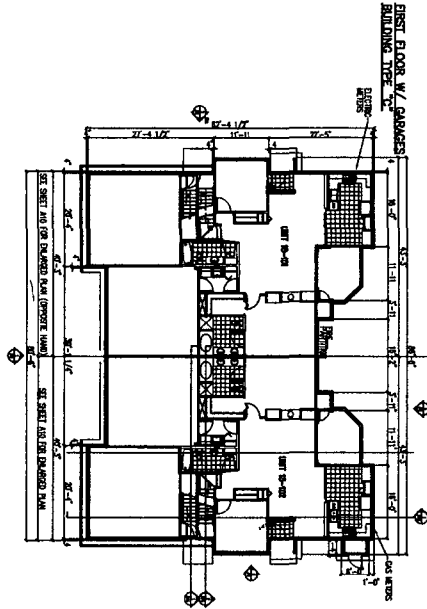
[illegible]

SHEET 2 SHOWS THE FLOOR PLANS OF THE RESPECTIVE UNITS. THE BUILDING NUMBERS SHOWN ON SHEET 1 ARE THE BUILDING NUMBERS IDENTIFIED ON THE FLOOR PLANS. THE AREA OF THE A AND THE B BUILDINGS ARE AS FOLLOWS: UNITS 101 AND 104 ARE 31194 SQUARE FEET UNITS 102 AND 103 ARE 31182 SQUARE FEET UNITS 201 AND 204 ARE 31440 SQUARE FEET UNITS 202 AND 203 ARE 31062 SQUARE FEET THE AREA OF THE C BUILDINGS ARE AS FOLLOWS: UNITS 101 AND 102 ARE 31194 SQUARE FEET UNITS 201 AND 202 ARE 31440 SQUARE FEET 101 SQUARE FEET CORNERS BROWNLY LENSED.

**LAND TECH ENGINEERING, INC.**  
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# PLAT OF CONDOMINIUM ASHBURY WOODS CONDOMINIUM MILWAUKEE COUNTY, WISCONSIN

PARCEL THREE (3) OF CERTIFIED SURVEY MAP No. 5367, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN IN REEL 2409, IMAGE 1115 AS DOCUMENT No. 8345398, BEING A REDIVISION OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP No. 4005 AND PART OF PARCEL ONE (1) OF CERTIFIED SURVEY MAP No. 4111, ALL BEING IN THE NORTHEAST ONE-QUARTER (NE 1/4) AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION FOURTEEN (14), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



INDICATES LIMITED COMMON ELEMENTS,  
 DRIVEWAYS, PATIOS, BALCONIES AND  
 INGRESS/EGRESS WELLS

**LAND TECH ENGINEERING, INC.**  
 LAND PLANNING • ENGINEERING CONSULTING  
 770 INDUSTRIAL COURT, SUITE 200, WATKINS, WI 53093  
 (262) 791-1100

JOB # 01008 SHEET 3 OF 4

DATED THIS 17TH DAY OF JANUARY, 2007

# ASHBURY WOODS CONDOMINIUMS

## LEGAL DESCRIPTION FOR EXPANSION REAL ESTATE

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION FOURTEEN (14), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, THENCE NORTH 00°25'21" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1633 50 FEET TO A POINT, THENCE NORTH 89°59'48" WEST, 376 74 FEET TO THE POINT OF BEGINNING OF LANDS HEREAFTER DESCRIBED

RUNNING THENCE NORTH 89°59'48" WEST, 116 31 FEET TO A POINT, THENCE SOUTH 05°07'31" EAST, 380 00 FEET TO A POINT, THENCE SOUTH 89°59'48" EAST, 40 19 FEET TO A POINT, THENCE SOUTH 00°00'12" WEST, 285 96 FEET TO A POINT, THENCE NORTH 89°59'48" WEST, 175 00 FEET TO A POINT, THENCE NORTH 15°57'46" EAST, 90 36 FEET TO A POINT, THENCE NORTH 57°57'30" WEST, 100 00 FEET TO A POINT, THENCE SOUTH 62°41'44" WEST, 233 00 FEET TO A POINT, THENCE SOUTH 80°17'42" WEST, 285 00 FEET TO A POINT, THENCE SOUTH 85°24'01" WEST, 138 00 FEET TO A POINT, THENCE NORTH 51°30'15" WEST, 60 00 FEET TO A POINT, THENCE NORTH 00°09'10" EAST, 665 47 FEET TO A POINT, THENCE NORTH 79°12'21" EAST, 743 32 FEET TO A POINT, THENCE NORTH 04°25'59" WEST, 74 46 FEET TO A POINT, THENCE NORTH 79°12'21" EAST, 177 16 FEET TO A POINT, THENCE SOUTH 10°47'39" EAST, 263 62 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION FOURTEEN (14), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, THENCE NORTH 00°25'21" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SECTION 1633 50 FEET TO A POINT, THENCE NORTH 89°59'48" WEST, 376 74 FEET TO A POINT, THENCE NORTH 10°47'39" WEST, 263 62 FEET TO A POINT, THENCE SOUTH 79°12'21" WEST, 177 16 FEET TO A POINT, THENCE SOUTH 04°25'59" EAST, 74 46 FEET TO A POINT, THENCE SOUTH 79°12'21" WEST, 437 23 FEET TO A POINT, THENCE SOUTH 13°28'56" EAST, 78 00 FEET TO A POINT, THENCE SOUTH 15°54'04" WEST, 40 74 FEET TO THE POINT OF BEGINNING OF LANDS HEREAFTER DESCRIBED

THENCE NORTH 55°33'20" EAST, 31 38 FEET TO A POINT ON A CURVE, THENCE NORTHEASTERLY 52 64 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 37 00 FEET, AND WHOSE CHORD BEARS SOUTH 83°42'30" EAST, 48 31 FEET TO A POINT OF TANGENCY, THENCE SOUTH 42°57'02" EAST, 25 01 FEET TO A POINT ON A CURVE, THENCE SOUTHEASTERLY 235 46 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 663 00 FEET, AND WHOSE CHORD BEARS SOUTH 53°07'28" EAST, 234 22 FEET TO A POINT OF REVERSE CURVATURE, THENCE SOUTHEASTERLY 149 52 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 337 00 FEET, AND WHOSE CHORD BEARS SOUTH 50°35'18" EAST, 148 29 FEET TO A POINT ON A CURVE, THENCE SOUTHWESTERLY 202 36 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 137 00 FEET, AND WHOSE CHORD BEARS SOUTH 04°26'12" WEST, 184 46 FEET TO A POINT, THENCE NORTH 29°40'52" WEST, 84 76 FEET TO A POINT, THENCE NORTH 65°52'18" WEST, 73 16 FEET TO A POINT, THENCE SOUTH 40°37'26" WEST, 21 22 FEET TO A POINT, THENCE SOUTH 04°14'23" WEST, 41 52 FEET TO A POINT, THENCE SOUTH 17°49'56" EAST, 22 56 FEET TO A POINT, THENCE SOUTH 08°08'11" EAST, 32 54 FEET TO A POINT, THENCE SOUTH 07°56'59" WEST, 33 30 FEET TO A POINT, THENCE SOUTH 90°00'00" WEST, 9 98 FEET TO A POINT, THENCE NORTH 03°10'57" WEST, 27 65 FEET TO A POINT, THENCE NORTH 19°35'15" WEST, 36 63 FEET TO A POINT, THENCE NORTH 00°00'00" WEST, 26 07' FEET TO A POINT, THENCE NORTH 14°23'33" WEST, 30 88 FEET TO A POINT, THENCE NORTH 35°19'58" WEST, 22 56 FEET TO A POINT, THENCE NORTH 62°15'37" WEST, 32 95 FEET TO A POINT, THENCE NORTH 84°28'37" WEST, 23 90 FEET TO A POINT, THENCE NORTH 36°29'28" WEST, 43 88 FEET TO A POINT, THENCE NORTH 61°19'59" WEST, 46 36 FEET TO A POINT, THENCE NORTH 06°40'13" EAST, 24 61 FEET TO A POINT, THENCE NORTH 40°59'40" WEST, 38 61 FEET TO A POINT, THENCE SOUTH 87°08'23" WEST, 15 37 FEET TO A POINT, THENCE NORTH 57°38'24" WEST, 37 25 FEET TO A POINT, THENCE NORTH 19°52'11" WEST, 29 35 FEET TO A POINT, THENCE NORTH 71°02'37" WEST, 51 94 FEET TO A POINT, THENCE SOUTH 89°16'31" WEST, 60 64 FEET TO A POINT, THENCE NORTH 54°29'02" WEST, 71 60 FEET TO A POINT, THENCE NORTH 05°25'30" EAST, 26 57 FEET TO A POINT, THENCE NORTH 38°55'35" EAST, 27 26 FEET TO A POINT, THENCE NORTH 59°42'31" EAST, 28 03 FEET TO A POINT, THENCE NORTH 78°30'09" EAST, 106 41 FEET TO A POINT, THENCE NORTH 15°54'04" EAST, 12 85 FEET TO THE POINT OF BEGINNING

**PREPARED BY:**

**LAND TECH ENGINEERING**

720 INDUSTRIAL COURT, SUITE B, HARTLAND, WI 53029  
(262) 367-7599

1/05/07  
01009