

DECLARATION OF CONDOMINIUM FOR
THE RIVERVIEW ESTATES CONDOMINIUM NO. 12

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, By RIVERVIEW CONDOMINIUMS, LLC.

1. Statement of Intent. The purpose of this Declaration is to submit the lands hereafter described and the improvements thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration. Declarants declare that they are the owner in fee simple of the real property described in Paragraph 2 (hereinafter "Property"), which is held subject to the provisions of this Declaration and the Act. All provisions hereof shall be deemed to run with land and shall constitute benefits and burdens to the Declarants, their successors and assigns, and to all parties hereinafter having any interest in the Property. Section 703.365 Wisconsin Statutes and any successor statute shall be applicable to this Declaration.

2. Description of Land and Name. The following-described real estate is subject to the provisions of this Declaration: Lot 12 of Riverview Estates, City of Oak Creek, Milwaukee County, Wisconsin thereon shall be known as THE RIVERVIEW ESTATES CONDOMINIUM NO. 12. The address of said condominium shall be 939-941 W. York St., Oak Creek, Wisconsin 53154. A survey of the land subject to this Declaration showing the location of the structures thereon is attached hereto as Exhibit "A" and made part hereof.

The building as shown by Exhibit "A" contains two condominium dwelling units (hereinafter "Unit"). A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air having outer perimeter walls, floors, and ceilings and the exterior surface of the window, window frames, doors and door frames of the building. The unit shall include all fixtures and improvements therein contained.

3. Description of Units. The units are identified as Unit 1 and Unit 2. Unit 1 (939 W. York St.) contains approximately 1,305 square feet (exclusive of garage area), which is divided into a living room, dining area, kitchen and two bedrooms, two full bathrooms and a first floor laundry. Unit 1 also has a two-car garage, a gas forced air heating system, and central air. Unit 2 (941 W. York St.) contains approximately 1,426 square feet (exclusive of garage area), which is divided into a living room, sunroom, dining area, kitchen, two bedrooms, two full baths, and a first floor laundry. Unit 2 also has a two-car garage, a gas forced air heating system, and central air. Each unit is metered individually for gas, water and electricity and the cost of these utilities and the maintenance and replacement of the equipment providing these utilities shall be borne by the individual unit owner in which they are located and shall not be considered a common expense. Basement space has been allocated under each unit.

4. Common Elements. Common elements and areas shall consist of the condominium except the individual units and limited common areas, as each is hereunder defined, including without limitations:

- (a) The land immediately upon which the buildings are located;
- (b) The foundations, columns, girders, beams, supports, main walls, centralized utility sewers, public electrical wiring and conduits, drain tile, and structural parts, roofs, gutters, and external finishings of the buildings.

5. Limited Common Areas. A limited common area shall be appurtenant to each particular unit and shall be of such unit. The limited common areas are described in Exhibit "A". The use of such limited common areas shall be governed by the By-Laws of and such rules as may be established by the Association.

6. Process. The person to receive service of process shall be WILLIAM G. MARKEE, 1333 College Ave., Suite B, South Milwaukee, Wisconsin 53172. After conveyance of both units, the Association shall immediately select a successor.

7. Administration and Management. The administration and management of this condominium property shall be governed by the By-Laws of THE RIVERVIEW ESTATES CONDOMINIUM NO. 12 PROPERTY ASSOCIATION, a Wisconsin unincorporated association. An owner of a unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. Each unit shall be entitled to one (1) vote at any meeting of the Association. The person exercising the right to vote for each unit shall be known (and hereinafter referred to) as a "Voting Member". There is a fifty percent (50%) interest appurtenant to each unit.

8. Access. The owners shall have the irrevocable right, exercised by the Board of Directors, to have access to each unit during reasonable hours as necessary for the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another unit or units. Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all of the owners; provided, however, that if such damage is the result of the negligence of a unit owner, then such unit owner shall be responsible for all of such damage.

9. Maintenance Responsibility. For purposes of maintenance, replacement, repair, and remodeling, an owner shall be deemed to own the windows, doors, interior nonsupporting walls, the materials (such as but not limited to plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor tile, and perimeter walls, ceilings, and floors within the unit and the unit doors and windows. Such right to repair, alter, and remodel shall carry the obligation to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality. An owner shall maintain the interior of his own unit and the appurtenant limited common elements in good taste and repair, including the fixtures thereof. Fixtures shall include, but not be limited to the extent applicable: electrical service panel, furnace, air conditioning system, hot water heater, dishwasher, garbage disposal, garage door opener, range hood, fireplace, heater, ceiling fans, sky light, faucet and plumbing fixtures, light fixtures, light switches, carpeting, floor coverings, all cabinets, and sump pump. All fixtures and equipment installed within the unit commencing at a point where the utility lines, pipes, wires, conduits, or systems (hereinafter "utilities") enter the unit shall be maintained and kept in repair by the owner thereof. The Association shall be responsible for the maintenance of the items referred to in Paragraph 4(b), above. The Association during the planting and early growth of new grass may require the watering by condominium owners of nearby or adjacent limited common or common areas at the initiative and expense of the condominium owner.

10. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, both of the owners of the units in the buildings or buildings partially or totally destroyed agree not to rebuild or repair. Then, in said event, the provisions of Wisconsin Statute 703.18(2) shall govern.

11. Insurance. The Board of Directors of the Association shall provide and maintain fire and extended loss and liability insurance coverage of the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgages as their interests may appear. In the event of partial or total destruction of a building or buildings and a determination to repair or reconstruct such building or buildings in accordance with Paragraph 10 hereof, the proceeds of the insurance shall be paid to the Association to be applied to the costs thereof, and nothing shall be paid to the mortgages, if any. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgages, if any, as their respective interests may appear. Owners may insure these items, the maintenance for which they are responsible under Paragraph 9, except to the extent they are common or limited common elements. The Association shall not be responsible to provide insurance coverage for said items.

12. Liability for Common Expenses. The costs of administration of the Association and of the repair, maintenance, insurance, and other expenses of the common areas and facilities, limited common areas, general expenses (not allocated to an individual unit owner) such as common water lines, sanitary sewer, storm sewer discharge, maintenance and replacement, easements and other expenses which shall be deemed common expenses by the Association, shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien until paid against the unit.

13. Partition. There shall be no partition of the common areas and facilities and limited common areas through judicial proceeds or otherwise until this agreement is terminated and the property is withdrawn from its terms.

14. Conveyance. No unit owners shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both their interest in the unit and their corresponding percentage of ownership in the common and limited common areas and facilities.

15. No Waiver. The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms of this Declaration or to institute any action shall not be construed as a waiver of such terms.

16. Amendments. Except as otherwise provided by the Act, this Declaration may be amended by an affirmative vote of both unit owners in the condominium project.

17. Lien Rights. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other owner not expressly consenting to or requesting the same, or against the general common elements owned by such other owners.

18. Mortgaging. Any owner of a unit shall have the right from time to time to mortgage or encumber his interest by mortgage or other security instrument. The owner of a unit may create junior mortgages on the following conditions: (1) Any such junior mortgages shall always be subordinate to the obligations created by this Declaration and the By-Laws; (2) The mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title, and interest in and to the proceeds under all insurance policies upon such premises which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

19. Notices. All notices and other documents required to be given by this Declaration or by the By-Laws of the Association shall be sufficient if given to one registered unit owner of a unit regardless of the number of owners who have an interest therein.

20. Easements, Reservations, and Encroachments.

(a) Easements are hereby declared and granted for the benefit of the unit owners, the Association, and reserved for the benefit of the Declarant for utility purposes.

(b) Easements are hereby reserved for the benefit of the Declarant to enter upon and make reasonable, nonexclusive use of any of the drives, walks, and other open common areas and facilities.

(c) All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the unit owners. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and on all unit owners, purchasers, and mortgages and their heirs, executors, administrators, successors and

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

DECLARATION. THE DECLARATION ESTABLISHES AND DESCRIBES THE CONDOMINIUM, THE UNITS, AND THE COMMON AREAS. EXHIBIT A IS ATTACHED TO THE DECLARATION AND MADE A PART OF IT. THE DECLARATION IS THE FIRST DOCUMENT IN THIS PACKET.

BY-LAWS. THE BY-LAWS CONTAIN RULES, WHICH GOVERN THE CONDOMINIUM AND AFFECT THE RIGHTS AND RESPONSIBILITIES OF UNIT OWNERS. THE BY-LAWS IS THE SECOND DOCUMENT IN THIS PACKET.

PROPOSED ANNUAL OPERATING BUDGET. THE ASSOCIATION INCURS EXPENSES FOR THE OPERATION OF THE CONDOMINIUM, WHICH ARE ASSESSED TO THE UNIT OWNER. THE OPERATING BUDGET IS AN ESTIMATE OF THOSE CHARGES, WHICH ARE IN ADDITION TO THE MORTGAGE, TAXES, AND UTILITY PAYMENTS. THE PROPOSED ANNUAL OPERATING BUDGET IS THE THIRD DOCUMENT IN THIS PACKET.

DESIGNATION OF AGENT OF DECLARANT. THIS DOCUMENT INFORMS THE PROSPECTIVE PURCHASERS AS WELL AS UNIT OWNERS OF THE PERSON OR ENTITY UPON WHOM SERVICE OF PROCESS MAY BE RENDERED. THIS DESIGNATION OF AGENT OF DECLARANT IS THE FOURTH DOCUMENT IN THIS PACKET.

DISCLOSURE MATERIALS FOR
RIVERVIEW ESTATES CONDOMINIUM NO. 12

The Condominium is located in the City of Oak Creek, Milwaukee County, Wisconsin. The address of the Declarant of Riverview Estates Condominium No. 12 (Declarant) is 1333 College Avenue, Suite B, South Milwaukee, Wisconsin 53172.

1. **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.**
2. **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.**
3. **You may at any time within five (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.**

BY-LAWS
OF
RIVERVIEW ESTATES CONDOMINIUM NO. 12
PROPERTY ASSOCIATION

ARTICLE I
Plan of Unit Ownership

Section 1.01 Unit Ownership. The property in Milwaukee county, Wisconsin (the "Property") known as RIVERVIEW ESTATES CONDOMINIUM NO. 12 has been submitted by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Milwaukee County.

Section 1.02 Applicability. These By-Laws are adopted as the By-Laws of RIVERVIEW ESTATES CONDOMINIUM NO. 12 PROPERTY ASSOCIATION (the "Association"), an unincorporated association organized under the laws of the State of Wisconsin.

Section 1.03 Office. The office of the Association and its Board of Directors (the "Board of Directors") shall be at 939-941 West York Street, Oak Creek, Wisconsin 53154.

ARTICLE II
Board of Directors

Section 2.01 Number and Qualification. The Board shall be composed of three (3) persons. Two of the members of the board of Directors shall consist of owners or their spouses. The third member of the Board of Directors shall be unrelated to the two owners or their spouses. The third owner shall serve the function of resolving any disputes between the owners. This third board member shall be mutually selected and shall be referred to as the limited director. This limited director shall not be requested to participate, unless there is a deadlock, or a refusal to attend a meeting. If a director fails to attend a meeting called for the purpose of electing a limited director, the attending director may elect the limited director provided; the limited director has no financial community of interest with the directors.

Section 2.02 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property.

Section 2.03 Managing Agent and Manager. The Board of Directors may employ for the Property a managing agent.

Section 2.04 Election and Term. The term of office for each member of the Board of Directors shall be for one (1) year. At any regular or special meeting of unit owners, any member of the Board of Directors may be removed with or without cause by a majority of the unit owners.

Section 2.05 Meetings. Meetings of the Board of Directors may be held at such time and place at least quarterly as shall be determined by a majority of the Board of Directors. Notice of meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or personal service, at least 48 hours prior to such meeting. Meetings of the Board of Directors shall be called by at least one Director.

Section 2.06 Waiver. Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing. If all Directors are present at any meeting of the Board, no notice shall be required of and any business may be transacted at such meeting. Any action required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if the consent in writing setting forth the action so taken shall be signed by all of the directors.

Section 2.07 Quorum. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business.

Section 2.08 Liability. A director shall not be liable to the other unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others.

ARTICLE III Unit Owners

Section 3.01 Annual Meeting. The unit owners at their annual meeting shall elect the Directors of the Association. Any owner may call a special meeting of the unit owners. Notice of meetings shall be given in a manner best calculated to assure that actual notice is received. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners.

Section 3.02 Voting. The owners of each unit or their proxy shall be entitled to one vote at all meetings of unit owners.

Section 3.03 Quorum & Vote. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having all of the authorized votes of both unit owners shall constitute a quorum at all meetings of the unit owners. In the event an owner refuses to meet for twenty (20) days, so that a quorum of both cannot be obtained, then one unit owner may constitute a quorum. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except as set forth in Section 9.01.

Section 3.04 Membership.

- (a) All unit owners shall be members of the Association.
- (b) Initial membership in the Association shall be established by the recording of the Declaration. Transfer of membership shall be established by recording with the Register of Deeds a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract.

ARTICLE IV Officers

Section 4.01. Designation. The initial principal officers of the Association shall be the President/Treasurer and the Vice President/Secretary to be elected by the unit owners. At the annual meetings, new officers shall be elected by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause at any time.

Section 4.02 President/Treasurer. The President shall preside at all meetings of the unit owners and of the Board of Directors and shall have all general powers and duties incident to the office of President. As Treasurer, he or she shall have the responsibility for any Association funds and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of any required financial statements.

Section 4.03 Vice President/Secretary. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. As Secretary, he or she shall keep the minutes of all meetings and shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of Secretary, including counting votes at all meetings.

Section 4.04 Agreements. All agreements, contracts, deeds, leases, checks, and other instruments of the Association must be executed by one or two (2) Directors as determined by the Directors.

ARTICLE V
Operation of the Property

Section 5.01 Common Expenses. The Board of Directors shall annually determine the amount of the common expenses, which shall include insurance premiums as defined in the association's annual budget. All unit owners shall pay the common expenses assessed when the Board of Directors shall determine. The common expenses shall be allocated fifty percent (50%) per unit. The initial amount is eighty-five dollars (\$85.00) per month, due before the first of the month. The Board of Directors may assess a late penalty. There is no grace period.

Section 5.02 Liens. The Board of Directors may foreclose a lien on a unit because of unpaid common expenses. The Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. In the event of foreclosure, the Association may recover attorney fees, interest at the rate of twelve percent (12%) per annum for the date of the default and the Association shall have any right accorded under the Wisconsin Condominium Act to the extent permitted by law.

Section 5.03 Statement. If a unit owner requests such a statement of unpaid common expenses, it shall be provided within ten (10) days of such request.

Section 5.04 Abatement. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law or of any provision of the Declaration, shall give the Board of Directors the right to enjoin, abate, or remedy such things or condition by appropriate legal proceedings.

Section 5.05 Rules. Rules and regulations concerning the use of the units and the common and limited common areas and facilities may be promulgated and amended by the Board of Directors. The Board of Directors shall furnish copies of such rules and regulations to each unit owner upon request.

Section 5.06 Utilities. Electricity, natural gas, and sewer and water shall be supplied by the utility company serving the area directly to each unit through as separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in or in connection with his unit and limited common areas assigned to his unit. Any electricity and natural gas for the common areas and facilities (but not limited common areas) shall be separately metered, and the Association shall pay all bills for electricity and natural gas consumed in such areas and facilities as a common expense.

ARTICLE VI
Mortgages

Section 6.01 Mortgage of Units. Each unit may be separately mortgaged.

Section 6.02 Notice. The Board of Directors, upon written request by a mortgagee of a unit, shall promptly report any then unpaid common expenses or other default.

ARTICLE VII
Records

Section 7.01 Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners and financial records, and books of account of the Association.

ARTICLE VIII
Miscellaneous

Section 8.01 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforcement, or effect of the balance of these By-Laws.

Section 8.02 Waiver. No provision contained in these By-Laws shall be deemed to have been waived by reason of any failure to enforce the same.

Section 8.03 Conflicts. These By-Laws are set forth to comply with the requirements of Section 703.10 of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE IX
Amendments to By-Laws

Section 9.01 Amendments. These By-Laws may be amended by vote of both the unit owners at a meeting of unit owners.

ARTICLE X
General

Section 10.01 Fiscal Year. The fiscal year of the Association shall end on December 31st.

PROPOSED OPERATING BUDGET 2002

RIVERVIEW ESTATES CONDOMINIUM NO. 12

CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

2002

OPERATING BUDGET (Proposed):

Property and Liability Insurance	\$ 600.00
Snow Removal & Lawn Care	\$ 1,050.00
Annual Tax Preparation	\$ 50.00

RESERVE FUND:

General	\$ 340.00
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TOTAL COSTS PER YEAR: \$ 2,040.00

TOTAL MONTHLY PER UNIT AMOUNT \$ 85.00

NOTE:

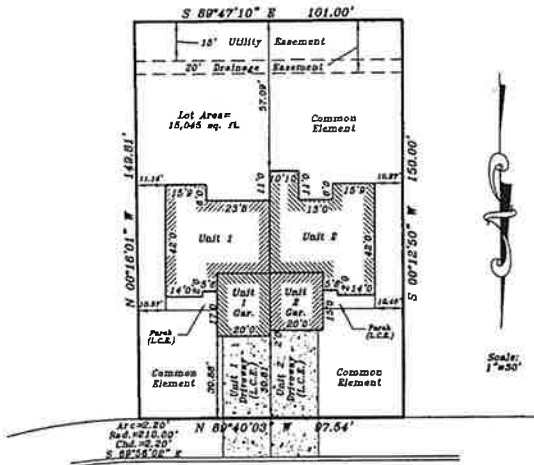
1. This is the premium of the Declarant's condominium association property and liability insurance policy. It is only a replacement policy. The unit owner may want to obtain additional coverage for liability, personal property, etc. The cabinets, carpeting and floor coverings, and all other fixtures are not covered by the existing policy. Fixtures shall include to the extent applicable, but not be limited to: built-in microwaves, electrical service panel, furnace/air conditioning system, hot water heater, dishwasher, garbage disposal, garage door opener, range hood, fireplace, ceiling fans, water softener, sky light, faucet and plumbing fixtures, light fixtures, light switches, all cabinets, and sump pump. The unit owner will want to obtain this coverage on these fixtures.
2. The Owners may desire to elect to establish a reserve fund to meet future repair, replacement, and capital expenditure needs.

DESIGNATION OF AGENT OF DECLARANT

WILLIAM G. MARKEE is designated as the agent of the Declarant for service of process pursuant to Paragraph 8 of the DECLARATION OF CONDOMINIUM FOR RIVERVIEW ESTATES CONDOMINIUM NO. 12. The address of the agent of the Association is 1333 College Ave., Suite B, South Milwaukee, WI 53172. The term for which the Agent is designated is unlimited but may be changed at any time by the Declarant, or after the conveyance of both units, the Association shall immediately designate a successor to receive service of process.

Riverview Estates Condominium No. 12

City of Oak Creek, Milwaukee County, Wisconsin



W. York St.

Legal Description:

Lot 12, "RIVERVIEW ESTATES" being a subdivision of a part of the SW 1/4 and SE 1/4 of the NW 1/4 of Section 20, T 5 N, R 22 E, in the City of Oak Creek, Milwaukee County, Wisconsin.

Unit Addresses:

Unit 1 - 839 W. York Street, Oak Creek, Wisconsin 53154
Unit 2 - 841 W. York Street, Oak Creek, Wisconsin 53154

Limited Common Elements (L.C.E.)

Some Limited Common Elements could not be shown in a feasible manner on this plot and are listed as follows:

- A. The driveway in front of each unit is reserved for the exclusive use of that unit.
- B. The sidewalk leading from the driveway in front of each unit leading to the entryway of the unit and the entryway itself are reserved for the exclusive use of that unit.
- C. The patio, if any, adjacent to each unit is reserved for the exclusive use of that unit.

Declarant:

Midwest Real Estate, Inc.
100 N. Washington Drive, Suite 1
Oak Creek, WI 53154

Prepared by:

Metropolitan Survey Service, Inc.
3300 W. Loomis Rd.
Greendale, WI 53129

Certification



I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing building on said property. This plat is a correct representation of "Riverview Estates Condominium No. 12" and the identification and location of each unit and the common elements can be determined from this plat.

Date

Gerald E. Casey, R.L.S. 1929

Job No. 95579

Sheet 1 of 1

Certificate of OCCUPANCY

This certifies that the premise substantially complies with the provisions of the ordinances of the City of Oak Creek and may be used for Single Family Residence

(City ordinances require a hard surfaced driveway, driveway approach ((permit required from Engineering Department)), and lawn to be completed within one year of occupancy)

LOCATION OF PROPERTY: 939-41 W. York St.

OWNER: Midwest Homes

ADDRESS: 1333 College Ave., South Milwaukee

DATED: 01/06/2003

APPROVED BY:

Dan Nowak

BUILDING INSPECTOR



8406116

REGISTER'S OFFICE 1 SS
Milwaukee County, WI

RECORDED AT 11:08 AM
12-11-2002

IGNATIUS J. NIEMCZYK
REGISTER OF DEEDS

AMOUNT 21.00

KEFL 5474

IMAGE 1640

Declaration of Condominium
Riverview Estates Condominium # 12

Document Number

Document Title

Recording Area

Name and Return Address

Midwest Homes of Wisconsin, Inc.
1333 College Ave., Suite B
South Milwaukee, WI 53172

858-0045

Pareel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page replaces page to your document and § 2 (9) in the regulations for Wisconsin Statutes, § 2.512, Wis. 2.512

02/04/00

LAWYERS TITLE

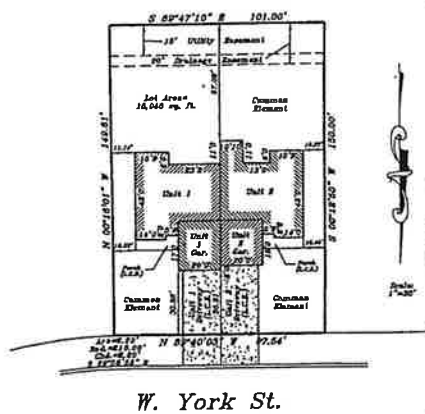
02/04/00 FAX 273 5430

REEL 5474

IMAGE 1648

EXHIBIT A

**Riverview Estates
Condominium No. 12**
City of Oak Creek, Milwaukee County, Wisconsin



Legal Description:

Lot 12, "RIVERVIEW ESTATES" being a subdivision of a part of the SW 1/4 and SE 1/4 of the NW 1/4 of Section 20, T 8 N, R 22 E, in the City of Oak Creek, Milwaukee County, Wisconsin.

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Limited Common Elements (L.C.E.)

Some Limited Common Elements would not be shown in a realistic manner on this plat and are listed as follows:

- The driveway in front of each unit is reserved for the exclusive use of that unit.
- The sidewalk leading from the driveway to front of each unit leading to the entrance of the unit and the entrance itself are reserved for the exclusive use of that unit.
- The patio, if any, adjacent to each unit is reserved for the exclusive use of that unit.

Declarant:
Michael Paul Biele, Inc.
100 N. Westman Drive, Suite A
Oakbrook, IL 60151

Prepared by:
Karlson & Son, Inc.
2000 N. Lincoln St.
Greenfield, WI 53122



I, Gerald E. Cusack, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the actual boundary lines and the location of the existing buildings on said property. This plat is a correct representation of the Surveyor's Certificate No. 1000 and the location and location of each unit and the common elements as determined from this plat.

Date

Gerald E. Cusack, R.L.S. 1289

Job No. 95579

Sheet 1 of 1

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